

**The**  
**Ontario Weekly Notes**

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No. 16

APPELLATE DIVISION.

SECOND DIVISIONAL COURT.

JANUARY 2ND, 1920.

REID v. C. G. ANDERSON LUMBER CO.

*Contract—Sale and Delivery of Lumber—Construction of Agreement  
—Unconditional Agreement to Deliver Specified Quantity—  
Damages for Breach—Variation in Amount.*

Appeal by the defendants from the judgment of KELLY, J.,  
16 O.W.N. 383.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL,  
LATCHFORD, and MIDDLETON, JJ.

William Laidlaw, K.C., and S. H. Bradford, K.C., for the  
appellants.

R. McKay, K.C., and P. E. F. Smily, for the plaintiffs, respond-  
ents.

LATCHFORD, J., in a written judgment, said that the appellants  
had been held liable for \$2,605.64 damages for breach of a contract  
to sell to the respondents 1,000,000 feet of lumber, of divers  
stated dimensions, "to be what we"—the appellants—"produce  
from our Massey logs up to the above amount in each item."

The appellants furnished only 700,000 feet, and contended  
that they were not obliged under their contract to supply more  
than that quantity, although it was clearly established at the  
trial that they cut about 2,000,000 feet from their Massey logs.

Their contention was that, according to the usual practice in  
sawing, they could not cut from such logs without serious loss the  
balance undertaken to be delivered. If this contention was  
extended to the logical conclusion, the appellants, by their own  
acts, in sawing to greater advantage to themselves other sizes