

1929
*April 26.
*May 27.

REVILLON WHOLESALE, LIMITED }
(PLAINTIFF) }

APPELLANT;

AND

GAULTS, LIMITED (DEFENDANT) RESPONDENT.

ON APPEAL FROM THE APPELLATE DIVISION OF THE
SUPREME COURT OF ALBERTA

*Sale of goods—Sale of stock-in-trade of wholesale business—Consideration
—Construction of contract—"Cost landed price to the vendor."*

APPEAL by the plaintiff from the judgment of the Appellate Division of the Supreme Court of Alberta (1) which, reversing the judgment of Ives J., held (Harvey, C. J. A., dissenting) that in the agreement in question, which was an agreement for sale by the plaintiff to the defendant of the plaintiff's wholesale dry goods stock-in-trade, the words "the cost landed price to the vendor", in the provision for the consideration to be paid by defendant to the plaintiff, in their proper interpretation, must be taken to have contemplated that the defendant should

*PRESENT:—Duff, Mignault, Newcombe, Lamont and Smith JJ.
(1) [1929] 1 W.W.R. 825.

have the benefit of "cash discounts" of which the plaintiff had received the advantage in settlement with its vendors.

After hearing argument of counsel, the Court reserved judgment, and on a subsequent day delivered judgment (written reasons being delivered by Newcombe J., with whom the other members of the Court concurred) dismissing the appeal with costs.

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REVILLON
WHOLESALE,
LTD.
v.
GAULTS,
LTD.
—

Appeal dismissed with costs.

H. H. Parlee K.C. for the appellant.

H. R. Milner K.C. for the respondent.
