

CANADA WOOD SPECIALTY CO. v. MORITZ.

1908

*Nov. 13.

*Breach of contract—Place of performance—Foreign judgment—
Action.*

APPEAL from the judgment of the Court of Appeal for Ontario (1), which, in part, affirmed the judgment of Riddell J., at the trial.

The appellants (defendants) agreed to supply to the respondent, in London, Eng., a quantity of dowels or rungs for chairs, and, failing to do so, respondent obtained a judgment against them in England. He then brought action against them in Ontario, claiming on his judgment and also for damages for breach of contract. The plaintiff succeeded in all the courts below mainly on the ground that the goods to be supplied were of a special kind that could not be procured elsewhere. The appellants contended that there were plenty similar goods on the market and also that the plaintiff had not proved special damages.

After hearing counsel for the parties on the appeal, the Supreme Court of Canada dismissed the appeal with costs.

Appeal dismissed with costs.

Lynch-Staunton K.C. for the appellants.

Kirvan Martin for the respondent.

*PRESENT:—Girouard, Davies, Idington, Maclellan and Duff JJ.