

# SUPERIOR COURT

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No.: 500-17-116422-216

DATE: December 8, 2025

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**BY THE HONOURABLE TIZIANA DI DONATO, J.S.C.**

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**CROWN HIDES LIMITED**  
Plaintiff  
v.  
**ALIMONCO GROUP INC.**  
Defendant

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## JUDGMENT<sup>1</sup>

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### **OVERVIEW**

[1] Plaintiff claims damages from Defendant as a result of Defendant’s failure to deliver cattle hides under a sales agreement. Because of Defendant’s breach of contract, Plaintiff was forced to purchase the hides from a third party at a higher price and claims USD\$130,000.00, which represents the difference between the agreed upon price

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<sup>1</sup> The translation of this judgment was requested on November 21, 2025.

between the parties for said commodities and the price Plaintiff paid for the replacement of the commodities.

[2] Although Defendant acknowledges having breached the sales agreement, it contends mainly that Plaintiff waived its right to claim damages following the resolution of the agreement and Plaintiff's request to obtain reimbursement of its deposit.

### **THE CONTEXT**

[3] Most of the facts in this case are not disputed by the parties. Therefore, unless otherwise indicated, the facts stated in this judgment are findings of fact by the Court based upon its appreciation of the evidence.

[4] On January 7, 2021, a sales agreement was entered by and between Plaintiff, Crown Hides Limited ("**CHL**"), and Defendant, Alimonco Group Inc. ("**Alimonco**") pursuant to which Alimonco undertook to deliver approximately 10,000 cattle hides to CHL at \$16.00/unit for a total amount of USD\$160,000.00<sup>2</sup> (the "**Sales Agreement**").

[5] The Sales Agreement provided that:

- a) 80% of the cattle hides had to be steers and 20% heifers or cows, with an average weight of 27 or 28 kg;
- b) The cattle hides were to be supplied by Alimonco from Argentina and shipped to China at the port of Qingdao;
- c) The shipment was scheduled for January 2021; and
- d) A deposit of 30% of the total amount of the contract was required from CHL.

[6] Mr. Geoffrey Gluckman, CHL's managing director at the time relevant to the facts of this case, testified at trial, as did Mr. Jeff Bodnarok, the founder of Alimonco. Robin Mahmood Bhuiyan (known to everyone as Robin), who acted as Alimonco's agent, also testified at trial.

[7] Negotiations of the Sales Agreement as well as all communications between the two entities went through Robin and Mario Meggiolaro who acted as an intermediary between Robin and Mr. Gluckman. Although the evidence is disputed as to whether Mr. Meggiolaro acted as an agent for CHL or Alimonco, this fact has no bearing on the Court's decision.<sup>3</sup>

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<sup>2</sup> Exhibit P-1.

<sup>3</sup> Although Mr. Gluckman acknowledged that Mr. Meggiolaro brought him the business opportunity with Alimonco, he maintains that Mario was not CHL's agent but was acting only on behalf of Alimonco.

[8] On January 19, 2021, CHL issued a deposit of USD\$48,000 to Alimonco according to the terms of payment of the Sales Agreement and following an inspection carried out by CHL's representative in Argentina. Although the parties agree that CHL had a right to inspect the commodities purchased<sup>4</sup>, they disagree on the scope of the inspection agreed upon by the parties.<sup>5</sup>

[9] According to Mr. Gluckman, Alimonco provided CHL with a shipping schedule on February 10<sup>th</sup> which showed that the hides were to be shipped on February 22, 2021 from Buenos Aires to Shanghai.<sup>6</sup>

[10] On February 22, 2021, CHL was advised that Alimonco had to cancel the Sales Agreement and return CHL's deposit because the prices for cattle hides had increased significantly in Argentina and Alimonco's suppliers would not deliver the hides at the negotiated price<sup>7</sup> :

[...]

Bad news from Argentina.

The supplier informed that prices at the slaughterhouses skyrocketed in the recent weeks due to the huge demand from China and India. In some plants, the increase is nearly 60%.

I called 4 other suppliers in Argentina and they are either sold out until April, prices increasing, situation is very unstable.

The slaughterhouses didn't deliver the hides they had booked because they are asking the current market price.

We are very sorry but **considering the situation, we have no choice to cancel the order and return the deposit.** The new price would be in the 23/24\$ range which I think will kill the deal.

The situation is quite out of control.

The cows are \$20 now.

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<sup>4</sup> Pursuant to the testimonies at trial of Messr. Gluckman, Bodnarok and Robin.

<sup>5</sup> Mr. Bodnarok and his agent Robin both testified that CHL was entitled to inspect a sample of the commodities purchased and not the 10,000 cattle hides purchased.

<sup>6</sup> Although the Court ruled that the shipping schedule (Exhibit P-2) was inadmissible into evidence, Mr. Gluckman was authorized to testify on the shipping schedule for the commodities purchased by CHL. On this subject, see the Minutes of the June 11, 2025 hearing at 10:01 a.m. and the Minutes of the June 12<sup>th</sup> hearing at 3:53 p.m. Therefore, reference is made to Mr. Gluckman's February 23, 2021 email (Exhibit D-1, p. 4) as well as the email and shipping schedule attached to CHL's demand letter (Exhibit P-3). It is noteworthy to mention however that Mr. Bodnarok disputes that the shipping schedule emanated from Alimonco.

<sup>7</sup> Exhibit D-1.

Please advise your thoughts.

[Emphasis added]

[11] The very next day, on February 23, 2021, Mr. Gluckman advised Mr. Bodnarok that CHL did not accept Alimonco's unilateral cancellation of the Sales Agreement and insisted on delivery of the commodities purchased in accordance with the shipping timeline agreed upon<sup>8</sup>:

Dear Jeff,

Re your email below to Mario:

Sorry, but we do not accept your unilateral cancellation of our contract and must insist on delivery.

We have a clear signed contract with you and have paid you the deposit as requested of US\$48,000 on 19<sup>th</sup> January.

What happens between you and your supplier is of no concern to us as the contract is between you and us.

You already gave us a shipping program whereby the 10 containers should have left on 22<sup>nd</sup> February and therefore don't understand why you have sent this message.

Please advise.

[12] On February 26, 2021, Alimonco proposed to return CHL's deposit or to modify the Sales Agreement based on one of the following options<sup>9</sup>:

- a) To wait for the prices to go back to normal;
- b) To supply the cattle hides purchased from Argentina at an increased price; or
- c) To supply CHL with hides from Bolivia at the market price.

[13] The same day, CHL elected that Alimonco return its deposit of USD\$48,000. The deposit was returned to CHL on March 3<sup>rd</sup>.<sup>10</sup>

[14] At trial, Mr. Gluckman explained that Alimonco's proposals were contrary to the Sales Agreement and unacceptable to CHL for the following reasons:

- a) It was not acceptable for Alimonco to keep CHL's deposit for an indetermined amount of time; and

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<sup>8</sup> Exhibit D-1, p. 4 (Mr. Gluckman's February 23, 2021 email).

<sup>9</sup> *Ibid.*

<sup>10</sup> *Ibid.*

- b) Hides from the tropical region of Bolivia were of inferior quality and not suitable for CHL's needs (i.e. CHL would not be able to make the type of leather it intended to process from the Argentina hides)<sup>11</sup>.

[15] On March 12, 2021, Alimonco was formally put on notice to fulfill its obligations under the Sales Agreement (i.e. deliver the hides at the quantity and price agreed upon by the parties), failing which CHL would institute proceedings for damages suffered.<sup>12</sup>

[16] Between March 12 and March 18, 2021, discussions ensued between the parties in an attempt to reach an agreement.<sup>13</sup> However, the parties disagreed on various conditions, in particular the shipping schedule and CHL's request to inspect the commodities and the extent of any such inspection.

[17] Although Mr. Bodnarok stated, in his March 12, 2021 email, that Alimonco was prepared to reinstate the original Sales Agreement pursuant to the same terms and conditions, he refused to commit to a new shipping date until receipt of CHL's deposit.

[18] On March 15, 2021, CHL required that:

- a) The hides be shipped no later than April 15, 2021;
- b) Product quality be to CHL's satisfaction and according to specifications of the Sales Agreement;
- c) CHL's representative be entitled to inspect the product quality onsite, before shipping and be present at the loading and sealing of the containers; and
- d) The deposit be held in escrow until shipping.

[19] Alimonco refused any additional conditions in regard to quality control and maintained its requirement to receive CHL's deposit before providing a shipment date. The parties' representatives went back and forth reiterating their mutual requests.<sup>14</sup>

[20] On March 18, 2021, Mr. Gluckman advised Mr. Bodnarok that CHL was prepared to issue the deposit requested upon receiving confirmation from Alimonco that the hides would be shipped according to the same shipping delay as that specified in the Sales Agreement (i.e. 24 days).<sup>15</sup>

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<sup>11</sup> Although Robin testified that hides from the mountain region of Bolivia are of comparable quality to hides from Argentina seeing as they have less ticks and are generally better quality than the hides obtained from tropical regions of Bolivia, Mr. Bodnarok's offer to CHL did not make this distinction.

<sup>12</sup> Exhibit P-3.

<sup>13</sup> Exhibit P-4.

<sup>14</sup> Exhibit P-4.

<sup>15</sup> Exhibit P-4 at 52.

[21] Mr. Gluckman's proposal remained unanswered.<sup>16</sup>

[22] On March 19, 2021, Alimonco was once again formally put on notice to confirm the following and advised that CHL would issue the deposit within 24 hours of receiving confirmation<sup>17</sup>:

- a) The shipping delay of 24 days would be respected; and
- b) CHL's designated inspector would be permitted to verify the quality of the hides and witness the shipping and sealing of containers.

[23] On March 31, 2021, CHL entered into a contract with another supplier, Inkatay World Trading Ltd., to procure cattle hides from Argentina, albeit at a higher price.<sup>18</sup>

[24] On April 21, 2021, CHL instituted the present proceedings.

### **THE POSITION OF THE PARTIES**

[25] Alimonco does not dispute that it breached the Sales agreement and failed to deliver the cattle hides purchased by CHL pursuant to the terms and conditions of the Sales Agreement.

[26] Also, the parties agree that the Sales agreement was resolved and that CHL was therefore entitled to the restitution of its deposit.

[27] While CHL argues that it is also entitled to claim for damages suffered as a result of Alimonco's breach of contract, Alimonco contends that CHL implicitly waived its right to claim damages because the parties mutually agreed to resolve the Sales Agreement and CHL requested reimbursement of its deposit.

[28] In fact, Alimonco considers CHL's recourse to be manifestly ill founded to the point of being abusive pursuant to article 51 and following of the CCP.<sup>19</sup> Consequently, Alimonco seeks the reimbursement of legal fees and disbursements it incurred to defend itself in the present litigation.<sup>20</sup>

[29] Subsidiarily, Alimonco argues that CHL's claim is exaggerated for essentially the following reasons :

- a) CHL failed to prove its damages since the documentary evidence filed by CHL is inadmissible and/or insufficient;

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<sup>16</sup> See Alimonco's Application for a Declaration of Abuse dated September 21, 2022 at para 2f.

<sup>17</sup> Exhibit P-5.

<sup>18</sup> Exhibits P-6 and P-9.

<sup>19</sup> Reference is made to Alimonco's Application for a Declaration of Abuse dated September 21, 2022 and Alimonco's demand letter to CHL dated June 28, 2022 (Exhibit R-2).

<sup>20</sup> Exhibit D-3.

- b) CHL failed to mitigate its damages because it accepted to pay a third party a higher price and longer shipping delays than those requested of Alimonco; and
- c) CHL is responsible for the damages it suffered and the author of its own misfortune because it refused Alimonco's offer to supply cattle hides from Argentina at a higher price (i.e. USD\$23 or USD\$24 per unit instead of the agreed upon price of USD\$16 per unit) and which turned out to be lower than the price CHL agreed to pay a third party (USD\$29 per unit).

## **ANALYSIS**

### **1. Legal Principles Applicable**

[30] It is well established in case law that the seller's obligation to deliver the property sold is an obligation of result<sup>21</sup>. The seller must put the buyer in possession of the property but also ensure that the property delivered corresponds to what was agreed upon<sup>22</sup>. Failure to do so constitutes a breach of the seller's obligation of delivery and may lead to the resolution of the sale<sup>23</sup>, except if the seller proves a situation of superior force or that the breach was caused by the buyer's actions.<sup>24</sup>

[31] The resolution takes place without the court's authorization<sup>25</sup> and results in the restitution of prestations, i.e. the refund of the price paid by the buyer.<sup>26</sup>

[32] Article 1736 CCQ provides that, in the case of a sale of movable property, the buyer may, in the event of failure to deliver, consider the sale resolved if the seller is in default "by operation of law" or if he fails to deliver within the period specified in a formal default notice.

[33] Art. 1597 CCQ provides that:

**A debtor is in default by the sole operation of law where the performance of the obligation would have been useful only within a certain time which he allowed to expire** or where he failed to perform the obligation immediately despite the urgency that he do so.

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<sup>21</sup> *Rolls-Royce Motor Cars Québec v Town & Country Chrysler Ltd.*, 2023 QCCA 800 at para 24, *Compagnie Northland Corporation c. Billots Sélect 2000, s.e.n.c.*, 2007 QCCA 51 at para 44. See also: Pierre-Gabriel Jobin & Nathalie Vézina, *Les obligations*, 7<sup>th</sup> ed (Cowansville, Édition Yvon Blais, 2013) at 38.

<sup>22</sup> Art. 1717 and 1720 CCQ.

<sup>23</sup> Art. 1736 CCQ.

<sup>24</sup> *Rolls-Royce Motor Cars Québec v Town & Country Chrysler Ltd.*, *supra* note 21 at para 24, *Compagnie Northland Corporation c. Billots Sélect 2000, s.e.n.c.*, *supra* note 21 at para 44.

<sup>25</sup> Denys-Claude Lamontagne, *Droit de la vente*, 4<sup>th</sup> ed (Cowansville, Édition Yvon Blais, 2019) at para 163.

<sup>26</sup> Art. 1699 CCQ.

A debtor is also in default by operation of law where he has violated an obligation not to do, or where specific performance of the obligation has become impossible through his fault, and **also where he has made clear to the creditor his intention not to perform the obligation** or where, in the case of an obligation of successive performance, he has repeatedly refused or neglected to perform it.

[Emphasis added]

[34] Therefore, when the debtor clearly indicates to the creditor that he does not intend on fulfilling his obligation pursuant to the terms of the contract, as is the case at hand, the creditor is exempted from sending a formal notice of default pursuant to Art. 1594 CCQ.<sup>27</sup>

[35] It is also well established that the resolution of a sale resulting from the seller's failure to perform its obligations does not preclude the buyer from seeking damages from the seller, regardless of whether or not he chose to exercise his right to resolve the contract.<sup>28</sup>

## 2. Discussion

### 2.1 Was Alimonco's breach of the Sales Agreement due to a situation of force majeure?

[36] It is undisputed that Alimonco breached the Sales Agreement and failed to deliver the cattle hides ordered by CHL pursuant to the terms and conditions of the contract, i.e. at the agreed price and within the agreed shipping delay.

[37] Alimonco cannot validly argue that it was unable to respect the terms of the Sales Agreement "due to unforeseen circumstances".<sup>29</sup>

[38] Art. 1470 CCQ provides that a situation of superior force refers to an unforeseeable and irresistible event. It is well established in case law that the irresistible nature of the event must have made it absolutely impossible for the debtor to fulfill his obligations<sup>30</sup> and not simply more difficult or more costly.<sup>31</sup>

[39] Alimonco did not discharge its burden of proving a situation of superior force since it could have respected the terms of the Sales Agreement despite the increase in the market price for cattle hides. The fact that the fluctuation in the market price made it more onerous for Alimonco to respect the Sales Agreement does not represent an event of

<sup>27</sup> 9222-6901 *Québec inc. v ERCD Industries Inc.*, 2018 QCCS 5644 at para 103, aff'd 2020 QCCA 1240 at para 34.

<sup>28</sup> Art. 1458, 1590 and 1607 CCQ. See also: *Compagnie Northland Corporation c. Billots Sélect 2000, s.e.n.c.*, supra note 21 at para 44, Denys-Claude Lamontagne, *Droit de la vente*, supra note 24 at para 163 and Pierre-Gabriel Jobin & Michelle Cumyn, *La vente*, 4<sup>th</sup> ed (Cowansville, Édition Yvon Blais, 2017) at 114.

<sup>29</sup> As alleged in Alimonco's Plan of argument at p. 3.

<sup>30</sup> *Services Ricova Inc. v Ville de Chambly*, 2022 QCCA 1599 at para 6.

<sup>31</sup> 4381882 *Canada Inc. v Riocan Holdings (Québec) Inc.*, 2013 QCCA 327 at para 20.

superior force which would have relieved Alimonco of its obligation to deliver the commodities purchased by CHL at the agreed upon price. In fact, the evidence reveals that the commodities market was highly volatile at the time and that fluctuations in prices was foreseeable.<sup>32</sup>

## 2.2 Did CHL implicitly waive its right to claim damages?

[40] Alimonco's submission that CHL implicitly waived its right to claim damages cannot prevail, for the following reasons.

[41] First of all, Mr. Bodnarok's February 22, 2021 email advising CHL that Alimonco had "no choice [but] to cancel the order and return [CHL's] deposit" constitutes a clear indication of Alimonco's intention not to deliver the cattle hides purchased by CHL in accordance with the terms of the Sales Agreement. The Court considers that, at this time, Alimonco was in default by the "sole operation of law" pursuant to article 1597 CCQ, since it clearly did not intend on fulfilling its obligations under the terms of the Sales Agreement.

[42] Mr. Bodnarok's February 22<sup>nd</sup>, 2021 email not only entitled CHL to consider the Sales Agreement resolved but also exempted CHL from sending Alimonco a formal notice of default pursuant to article 1594 CCQ.

[43] Nevertheless, on February 23<sup>rd</sup>, Mr. Gluckman advised Mr. Bodnarok that he did not accept Alimonco's unilateral cancellation of the Sales Agreement and insisted on delivery in accordance with the price and shipping schedule agreed upon by the parties.

[44] This email is clear and constitutes a formal notice of default pursuant to article 1594 CCQ. Mr. Gluckman requests that Alimonco comply with the terms of the Sales Agreement despite the fluctuation in market prices and the refusal by Alimonco's suppliers to deliver the commodities at the negotiated price.

[45] Despite Mr. Gluckman's request, on February 26, 2021, Alimonco proposes to return CHL's deposit or to modify the Sales Agreement. This is the second time Alimonco clearly indicates its intention to cancel the Sales Agreement and return CHL's deposit.

[46] Given that the alternative options proposed by Alimonco were unacceptable to CHL, it was entitled to consider the Sales Agreement resolved and to request that its deposit be returned.

[47] Alimonco argues that the parties' *mutual* agreement to resolve the Sales Agreement and CHL's request for reimbursement of its deposit implied that CHL waived its right to claim damages. In support of its position, Alimonco relies on the

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<sup>32</sup> Exhibit P-10 shows the volatility of the market at the time relevant to the facts of this case.

correspondence between the parties<sup>33</sup>, Mr. Gluckman's pre-trial examination<sup>34</sup> and voicemail messages from Mr. Meggiolaro to Robin.<sup>35</sup>

[48] Contrary to Alimonco's submissions, the evidence does not establish that CHL intended to waive its right to claim damages from Alimonco simply because it requested to receive its deposit back.

[49] In *Godbout v Pagé*<sup>36</sup>, the Supreme Court of Canada clearly stated that the intention of a party to waive a right cannot be presumed and must be proven:

[76] [...] In the civil law, waiver (or renunciation) is either express or tacit. There is no presumption of waiver as such. Moreover, whether there has been a waiver is very much a fact-based question that depends, *inter alia*, on the intention of the waiving party. Evidence of that intention must be presented and analyzed before a waiver can be found to have occurred. [...]

[50] In this case, CHL did not expressly state that it was waiving its right to claim damages, nor imply it in any way. In fact, this question was never raised by either party. On both occasions when Alimonco offered to refund CHL's deposit<sup>37</sup>, the offer was not conditional on CHL waiving its right to damages. Likewise, CHL's request to obtain its deposit back did not have any conditions attached either.

[51] Finally, even if the Sales Agreement was resolved by mutual consent, this fact doesn't preclude the buyer's right to claim damages.

[52] Consequently, CHL is entitled to claim for damages suffered as a result of Alimonco's breach of contract. Accordingly, Alimonco did not prove that CHL's claim is abusive.

### 2.3 Is CHL's claim for damages exaggerated?

[53] As previously mentioned, CHL entered into a contract with Inkatay on March 31, 2021, to purchase cattle hides from Argentina for a total amount of USD\$261,000.00.<sup>38</sup>

[54] CHL claims USD\$130,000 (CDN\$163,475.00<sup>39</sup>) in damages from Alimonco and which represents the difference between the price of the hides pursuant to the Sales Agreement (USD\$16 per unit) and the price paid by CHL to Inkatay to obtain replacement commodities (USD\$29 per unit).

<sup>33</sup> Exhibits P-4 and D-1.

<sup>34</sup> Exhibit R-1 and in particular, the extracts reproduced in Alimonco's Application for a Declaration of Abuse.

<sup>35</sup> Exhibit D-2. See also Alimonco's demand letter to CHL dated June 28, 2022 (Exhibit R-2).

<sup>36</sup> *Godbout v Pagé*, [2017] 1 SCR 283.

<sup>37</sup> Exhibit D-1 and in particular, Mr. Bodnarok's February 22<sup>nd</sup> and February 26<sup>th</sup>, 2021 emails.

<sup>38</sup> Exhibits P-6 and P-9.

<sup>39</sup> Exhibit P-7.

[55] In the context of a sales contract, the damages a buyer is entitled to claim from a seller who fails to deliver the item or property sold is generally equivalent to the difference between the agreed sale price and the price paid to replace the item.<sup>40</sup>

[56] In this case, Alimonco contends that CHL failed to prove its damages because the documentary evidence filed by CHL (exhibit P-9) is inadmissible and/or insufficient. Alimonco's submissions are ill founded for the following reasons.

[57] Following the failure of negotiations with Alimonco, CHL reached out to various suppliers, of which Surpiel and Inkatay.

[58] Although the price CHL paid to Inkatay was higher per unit than the price it had negotiated with Alimonco, CHL proved that the price paid to Inkatay was a competitive price based on the market situation at the time and the offers it received from various suppliers, of which Surpiel.<sup>41</sup> In fact, the evidence shows that the price of CHL's contract with Inkatay was lower than other offers CHL received at the time for the same commodities.

[59] CHL also proved that it received delivery of the commodities purchased from Inkatay and paid for same in full. CHL filed commercial invoices and payment detail reports issued by CHL's bank confirming payments made to Inkatay.<sup>42</sup> Alimonco objected to the admissibility of this documentary evidence (exhibit P-9) on the grounds that it was filed contrary to the best evidence rule (art. 2860 CCQ). Alimonco's objection was taken under reserve.

[60] More particularly, Alimonco argues that CHL did not discharge its burden of proving delivery and payment for the replacement commodities purchased from Inkatay since it failed to produce bills of lading (the best evidence according to Alimonco) and sufficient proof of payment (i.e. CHL's banking statements and/or checks).

[61] Alimonco's objection is dismissed. The Court considers that the documentary evidence filed by CHL is admissible and sufficient to establish delivery of the commodities and proof of payment by CHL to Inkatay.

[62] First of all, it is noteworthy to mention that Alimonco admitted the origin and integrity of exhibit P-9 in the parties' Joint Declaration of Readiness. Furthermore, Exhibit P-9 contains three commercial invoices which add up to the total amount of the Inkatay contract (i.e. USD\$261,000)<sup>43</sup> and the banking documentation shows three payments issued from CHL's bank account to Inkatay, with reference to the contract number and

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<sup>40</sup> Pierre-Gabriel Jobin & Nathalie Vézina, *Les obligations*, supra note 21 at 779.

<sup>41</sup> Pursuant to the testimonies at trial of Mr. Gluckman and Mr. Lievendag, the president of Surpiel as well as exhibit P-1. Surpiel's price lists for four different weeks (April 26, 2021, March 4, 2021, March 15, 2021 & March 22, 2021) show that the price paid by CHL for the replacement commodities was competitive based on the market situation at the time.

<sup>42</sup> Exhibit P-9.

<sup>43</sup> Exhibit P-6.

for the total amount of the contract. Lastly, Mr. Gluckman testified that CHL received delivery of the commodities purchased from Inkatay. In any event, why would CHL pay if it hadn't received delivery?

[63] Finally, Alimonco states that CHL's claim is exaggerated because the Inkatay contract contains the following terms which differ from the Sales Agreement with Alimonco and account for the higher price paid by CHL to Inkatay:

- a) The Inkatay contract provided for the delivery of 9000 cattle hides from Argentina instead of 10 000;
- b) The Inkatay contract provided for the procurement of 100% steers instead of 80% steers and 20% heifers or cows as provided for in the Sales Agreement. Alimonco declares that steers are more expensive hides, and
- c) The contracts provided for different ports of destination. Alimonco asserts that there exists a difference in shipping costs from one port to another and the relevance of same given that Alimonco was responsible for the shipping costs.

[64] Even though Alimonco rightly pointed out certain differences between the two contracts, the fact remains that both contracts are similar as to the weight, quality and type of hides purchased in that the cattle had to originate from Argentina and be of similar weight. Furthermore, although the evidence revealed that steers are in fact more expensive than heifers and cows, Alimonco offered no evidence regarding the difference in price at the time of the facts relevant to this case. Besides, the fact that the contract with Inkatay provided for the purchase of 1,000 fewer cattle hides partially offsets the higher price paid by CHL for 9,000 steers instead of 8,000. Lastly, Alimonco also failed to administer evidence of the difference in shipping costs from one port to another.

[65] Consequently, Alimonco failed to establish the amount CHL allegedly overpaid to Inkatay due to the aforementioned differences between the two contracts.

[66] Finally, Alimonco maintains that CHL is the author of its own misfortune because it refused Alimonco's offers to modify the Sales Agreement and also failed to mitigate its damages by accepting to pay a third party a higher price and longer shipping delays than those requested of Alimonco. These arguments have no merit. Given that the Sales Agreement was resolved, CHL was no longer obliged to do business with Alimonco. In fact, Mr. Gluckman testified at trial that he was no longer comfortable dealing with Alimonco, and that was his right.

[67] In light of the above, CHL proved that it sustained damages totalling CDN\$163,475.00, which are an immediate and direct consequence of Alimonco's breach of the Sales Agreement.

**FOR THESE REASONS, THE COURT:**

[68] **GRANTS** Plaintiff's Originating Application;

[69] **ORDERS** Defendant, Alimonco Group Inc., to pay to Plaintiff the sum of \$163,475.00 bearing interest at the legal rate plus the additional indemnity provided for at article 1619 CCQ since March 12, 2021<sup>44</sup>;

[70] **DISMISSES** Defendant's Application for Declaration of Abuse;

[71] **THE WHOLE** with judicial costs in Plaintiff's favor.

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TIZIANA DI DONATO, J.S.C.

Me Catherine Fortin-Laurin  
*Lavery, De Billy s.e.n.c.r.l.*  
Lawyer for the Plaintiff

Me Steve Whitter  
*Paquette & Associés Avocats inc.*  
Lawyer for the Defendant

Hearing date: June 11 and 12, 2025

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<sup>44</sup> Exhibit P-3.