between the contract-price and the market-price of 385 shorter piles not delivered under the amended or substituted orders; (2) that, owing to the plaintiffs' default in making delivery of pieces of 80 at the times specified in the original contract and in accordance with its requirements, the defendants were, when they commenced work on the 6th January, 1918, and down to the end of April, unable to work their 3-pile driving wheel to capacity, and that in consequence they were engaged a longer time in driving 2,000 80-foot piles than would otherwise have been necessary, and that they thereby suffered a loss of $93.20 per day.

The learned Judge said that the contract of the 11th October took the form of a contract for the sale and delivery of goods. In ordinary circumstances, the damages resulting from a breach of such a contract would be limited to the difference between the contract-price and the market-price at the time and place of delivery. If, however, the defendants had alleged and shewn such special circumstances, known to the plaintiff company at the time of the contract, as would give them notice that a breach of the contract would result in otherwise unexpected loss, it might be found that the plaintiff company in entering into the contract did so with such knowledge and in such circumstances that they must be held to have known of the special damage that would accrue on default, and that the defendants believed that the plaintiffs in contracting contemplated a liability for such damage. See Mayne on Damages, 8th ed., pp. 13, 14, 38; Sedgwick on Damages, p. 265; Dominion Textile Co. v. Diamond Whiteware Co. (1915), 25 D.L.R. 241, and cases there cited. There was no allegation in the pleadings of knowledge of special circumstances or of a contract made in reference thereto; and the evidence did not support any such claim.

The learned Judge was of opinion:—

(1) That the defendants had failed to establish a case entitling them to any special damage on a failure to deliver at the times mentioned in the contract of the 11th October.

(2) That there was no general damage, in that the contract-price was not lower than the market-price at the date and place named for delivery or when the defendants purported to cancel the order for 1,000 pieces of 80.

(3) That, on the default of the plaintiffs, the defendants, instead of claiming general damages, elected to allow the plaintiffs to supply such piles as they could supply up to 2,000 at the same price as stipulated in the contract of the 11th October—1,000 to be pieces of 80 and the other 1,000 of shorter lengths.

(4) That, at the time of the proposed change, it was known to both parties that the piles were to be used in the work of a certain steel company, and that that work would commence