A. W. Langmuir, for the plaintiffs.

E. D. Armour, K.C., for the defendants.

MACLAREN, J.A., said that the order sought could be made only in special circumstances: sec. 71 of the Act. There was nothing in the Act to suggest what circumstances were sufficient, and there was a scarcity of authority.

In this case, notice of the intention to appeal was given to the defendants within the 60 days, but security was not given until 13 days after the expiry of the time. The delay was caused partly by the illness of one of the plaintiffs and partly by a mistaken notion in the office of the plaintiffs' solicitors that the time for appealing did not run during long vacation. (The judgment of the Appellate Division was given on the 15th June, 1915.) It was shewn that the plaintiffs had, within the 60 days, given definite instructions to proceed with the appeal.

Reference to Smith v. Hunt (1902), 5 O.L.R. 97; In re Manchester Economic Building Society (1883), 24 Ch. D. 488, 497; Haydon v. Cartwright, [1902] W.N. 163.

The amount in dispute was large enough to allow the case to be taken to the Privy Council.

Order made extending the time, approving of the security, and allowing the appeal. The plaintiffs to expedite the hearing and to pay the costs of the application.

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HIGH COURT DIVISION.

CLUTE, J.   SEPTEMBER 22ND, 1915.

*BRUNSWICK BALKE COLLENDER CO. OF CANADA LIMITED v. FALSETTO.

Sale of Goods—Order for Manufacture by Vendors—Refusal of Purchaser to Accept—Breach of Contract—Damages—Absence of General Market—Profits.

On the 16th June, 1914, the defendant gave a written order for four billiard-tables of the style and kind manufactured by the plaintiffs, as described in the order; price, $985; insurance, $26.16; total, $1,011.16; property to remain in the vendors until notes and lien fully executed; terms, $311.16 cash, balance in 16th months. The defendant paid $50 cash on account. The goods were to be shipped "when notified, about July 10th;" they were ready for shipment on that date: but on the 13th July,