

respondents, in order to convert the same into a moving picture film studio, according to certain specifications mentioned in the said agreement.

"2o That the respondents agreed to pay to the petitioner for the due fulfilment of the contract therein specified the sum of \$1650.00 in two equal instalments; the first instalment to be paid when the rafters would be in place, sash made and the glass on the work; the second instalment to be paid on the completion of the work specified in the agreement.

"3o That on or about the 22nd day of December 1913, the petitioner had partly executed his contract, so as to be entitled to receive the first instalment, payable under the agreement, that is the sum of \$825.00.

"4o That the respondents agreed and promised to pay said sum of \$825.00 on the 24th day of December 1913, but failed and neglected to pay the same, and although the petitioner had granted till the 26th of December to pay that amount, the respondents only paid \$300.00 on the 27th of December, as a partial payment on the said sum of \$825.00.

"5o That the petitioner refused to go on further with the execution of his contract, unless the respondents had fulfilled their part of the agreement, that is the payment of the balance remaining due on the first instalment, the sum of \$525.00.

"6o That the petitioner wrote to the respondents informing them that he would not continue his work until that sum of \$525.00 had been paid to him, or security had been furnished to him and forbidding the respondents to take charge of the work, until good and sufficient security had been given to him, for the value and price of the work already executed by him.

"7o That, notwithstanding the said notice, the respon-