

cumbered, a lump sum will be better for the plaintiff than periodical payments, and the sum of \$2,500 offered by the defendant is not an unreasonable one. The learned Judge also finds that the plaintiff lent the defendant \$201.14, which she is entitled to recover. Judgment for the plaintiff for \$2,701.14, with interest on \$201.14 from the 24th December, 1913, and with costs upon the County Court scale, without set-off. A. L. Bitzer, for the plaintiff. E. P. Clement, K.C., for the defendant.

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LONGFORD QUARRY CO. v. SIMCOE CONSTRUCTION CO.—MIDDLETON, J.—SEPT. 18.

*Contract—Supply of Building Material—Contract-price—Ascertainment—Correspondence—Deductions—Costs.*]—Action to recover \$1,188.11, being the balance alleged to be due to the plaintiffs for stone supplied to the defendants for use in the construction of a post-office building at Midland. The amount claimed was calculated upon the theory that the plaintiffs were entitled to charge over and beyond the contract-price for all stone supplied in excess of the amounts named in a letter written by the plaintiffs on the 4th April. The defendants contended that the contract was one to supply all the stone required for the building, and that they were entitled to receive the necessary stone for the stipulated price, even if the quantity exceeded the amounts stated by the plaintiffs as the basis of the price given. Upon the correspondence and evidence, the learned Judge finds in favour of the defendants' contention.—At the time of bringing the action, the defendants had not paid for all the stone received, even on their own contention. They sought to balance the account by claiming an abatement with respect to stone that was not supplied for the erection of the steps of the building, \$157.28, and by bringing into Court \$400.72. The stone for the steps amounted to 125 feet. For this the defendants paid \$125 and freight \$32.25 in excess of the freight from Longford; but the stone purchased was sawn stone and not stone in the rough, and this saved the stone-cutting, which was to be done by the defendants. Taking the same price for the rough stone, the learned Judge said, the amount which should be deducted was \$31.50, and that added to the \$32.25 made a total of \$66.75. The plaintiffs were, therefore, at the time of bringing the action, entitled