

Plaintiffs in their account included a charge for cloth binding 1,000 more copies than ordered. The cost of this binding, according to their account sworn to in evidence, is 38½ cents per copy; there must, therefore, be deducted the sum of \$385, which leaves a sum of \$1,335.95 due plaintiffs in respect of their account. . . .

Plaintiffs ask that they be allowed to complete the books and to sell them. They are not, I think, entitled to this relief. Defendants in respect of the copyright and the use of their plates, etc., have an interest in the books. Being copyrighted, they could be disposed of to no one but defendants, and when completed they were to be shipped to defendants' order in Nova Scotia. For these reasons, I am of opinion that it was the understanding between the parties that the property in what was printed from defendants' plates passed to defendants without delivery, subject to plaintiffs' lien thereon: *Burnett v. McBean*, 16 U. C. R. 467; and that therefore plaintiffs are not entitled to sell them.

It was the duty of defendants under the contract to give to plaintiffs binding instructions at such times throughout the year of the currency of the contract as would have enabled plaintiffs to complete the same within the year. This they omitted to do in respect of 3,000 copies, and I find that plaintiffs are entitled to damages in respect of such breach on the part of defendants, and, if plaintiffs desire it, let it be referred to the Master to ascertain the amount of such damages and to dispose of the costs of the reference.

By the counterclaim, defendants charge plaintiffs with having retained in their possession the plates, etc. . . . On 25th September, 1903, when the 5,000 copies were completed, plaintiffs ceased to have any right to retain the plates. As to the other articles, they were required in connection with the binding, which was delayed by defendants' default throughout the year. But when, on 13th July, 1904, the time for completing the contract expired, plaintiffs ceased to have any right to retain these other articles.

There was, however, no obligation on plaintiffs' part to bring the goods to defendants or to do anything looking to their return, except to permit defendants or their representative, on demand, to remove them. Defendants made no such demand. Until they did, there could be no wrongful