

ants' conduct as being an assertion of what they believed to be their rights rather than as being contumacious; and, as the jurisdiction of the Court is primarily coercive to secure obedience to the injunction, he would make no further order if the defendants were ready to undertake to discontinue the use of the form of cone objected to, and to pay the costs of the proceedings for contempt. If the defendants were not ready to yield obedience to the consent judgment, an order should be made for their committal. The defendants to have a week to elect. J. M. Ferguson, for the plaintiffs. H. J. Martin, for the defendants.

McLEOD V. SAULT STE. MARIE PUBLIC SCHOOL BOARD—BRITTON,
J.—JULY 3.

Contract—Erection of Building—Action for Balance of Contract-price, Extras, and Damages — Counterclaim — Disputed Items—Findings of Fact of Trial Judge.—The plaintiffs contracted with the defendants to erect a large school building. The contract-price was \$46,300. There were some extras, comparatively small. The plaintiffs' claim was for a balance alleged to be due upon the contract-price for work done, for extras, and for damages caused by stoppage of the work for a time by the alleged non-performance by the defendants of their part of the contract. The defendants denied liability for some of the items charged, alleged a short credit by the plaintiffs for work omitted by reason of changes as the work progressed, and counterclaimed the value of stone taken from the defendants' land and sold without the consent of the defendants. The action and counterclaim were tried without a jury at Sault Ste. Marie. BRITTON, J., in a considered judgment, examined the disputed items of claim and counterclaim one by one, and made findings upon them. The result of his findings is a judgment for the plaintiffs for \$687.48 with costs, and for the defendants for \$178.45 with costs of their counterclaim—all costs on the scale of the Supreme Court of Ontario. J. E. Irving, for the plaintiffs. P. T. Rowland, for the defendants.