of the sum properly payable. The plaintiff left unpaid accounts for materials to the amount of $541.31. The house in Stibbard avenue was begun before that on Hillsdale avenue was completed. There was a contract for the erection of this house for $4,700. The work proceeded slowly and the part of it that was done was defective both in materials and workmanship. The defendant dismissed the plaintiff's workmen, and proceeded himself to complete the building. The learned Judge finds that the plaintiff was justified in what he did. It was impossible to determine that any sum was due to the plaintiff on that building. The plaintiff claimed to have expended about $70 more than he received, but the defendant's loss must be far in excess of that amount. For the floor-plans of the third house, the plaintiff should have $40. In the result, the action should be dismissed with costs, and the counterclaim allowed for $408.55 with costs. Erichsen Brown and P. Home, for the plaintiff. A. C. Heighington and G. H. Shaver, for the defendant.

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## CORRECTION.

In ERNST BROS. CO. v. CANADA PERMANENT MORTGAGE CORPORATION, ante 136, 7th line from top of page, "LOGIE, J." should be "ORDE, J."