

of \$1.24 should be repaid by the Coal Company to the Steel Company.

3. In November, in consequence of the failure of the Coal Company to deliver to the Steel Company sufficient coal suitable for the operation of its works, the works were suspended. The referee should ascertain the actual loss and damage which the Steel Company sustained by this temporary suspension of work.

I think the contract of October 20th, 1903, is still in operation, and in my judgment the best, indeed, the only true remedy in this case, is the issuing of a decree requiring the Coal Company to perform the terms of the agreement. I am not unaware of the difficulties which such a course might possibly involve, but I think the court has ample power to enforce such a decree by the appointment of a receiver, if any attempt was made to evade performance. To award damages for a period so long as the term during which this contract is to be in force, seems to me an undesirable remedy from every point of view.

Contract still in force

Receiver may be appointed

I, therefore, direct that after the damages sustained up to the date of the reference are determined by the referee, an order pass, requiring the Coal Company to pay such damages and thereafter to specifically carry out the terms of the contract according to the true tenor thereof.

Order

September 16th, 1907.