

after notice, put the defendants off the work, and proceeded to complete it himself. This action was brought to restrain the defendants from entering upon the premises, and an interim injunction was obtained. The plaintiff also claimed \$6,500 as damages for the breach of the contract, made up of the cost of completing the contract, the cost of temporary heating of the building, and damages for unreasonable delay in connection with the progress of the work. The defendants asked for a dissolution of the injunction, a declaration of the rights of the parties under the contract, and \$6,000 for damages. The action was tried without a jury at Port Arthur. The learned Judge stated the facts and reviewed the evidence in a considered judgment. His conclusion was, that the plaintiff was in fault in insisting upon the defendants doing the temporary heating and because of their refusal turning them off the job; the contract between the parties did not call for the supply of temporary heating by the defendants, and no provision therefor was reasonably to be implied. Interim injunction dissolved and action dismissed with costs. Judgment for the defendants for damages with costs. Reference to the Local Master at Port Arthur to assess the damages. G. F. Henderson, K.C., and R. J. Byrnes, for the plaintiff. J. A. Dyke, for the defendants.

LOVELAND V. SALE—SUTHERLAND, J.—JULY 8.

Trust—Declaration with Regard to Land—Notice—Account—Winding-up—Reference—Costs.] — Action by Blanche B. Loveland and John L. Murphy against John Sale, Dora M. Sale, Alfred A. Little, Victor Williamson, the Windsor Realty Company Limited, and Edwin F. Parker, executor of the will of Frederick Parker, deceased, to set aside conveyances of land to the defendant company and to the defendant Little, for an accounting by the defendant Sale in respect of his dealings with the property and for payment over to each of the plaintiffs of one-third of the moneys in his hands derived from the property before and since the sale; for a declaration that the defendant Sale holds the property, subject to the mortgage interest therein of the Parker estate, as trustee for himself and the plaintiffs and the defendant Williamson; for a declaration of the true amount of the mortgage-claim of the Parker estate; for redemption; and for payment of the costs of the action by the defendant