not obtained a certificate from the architects that the work had been done to their entire satisfaction. . . .

Plaintiffs on 20th May, 1905, ceased work upon the building, under the impression that they had completed their contract, and on 8th June J. L. Vokes, their secretary-treasurer, made an affidavit in connection with the registering of their claim of lien, wherein he testified that plaintiffs had completed their contract.

On 7th June plaintiffs sent Daniels, one of their employees, to Brantford to repair some of the work that had apparently been injured by other workmen, and on 8th and 9th June Daniels was engaged 23 hours—12 of these hours being spent in work of repair and 11 in work required by the contract. The architects, however, were not satisfied, and on 20th July Mr. Spiers, one of the architects, wrote to defendant Whitham pointing out certain defects which he required to be attended to at once. Defendant Whitham sent a copy of this letter to plaintiffs, whereupon they wrote to the architects, concluding their letter as follows: "Mr. Whitham says there are 2 or 3 other matters which you would like attended to before settlement of our claim is effected, and, in order to have our man make a complete clean-up of such, we would appreciate it very much if you would send us a memorandum of what you think should be done to make this job entirely satisfactory to you, all of which we will attend to promptly on receipt."

On 1st August, 1905, defendant Whitham wrote plaintiffs with further reference to Mr. Spiers's letter of 20th July, adding: "We expect Mr. Spiers here any day for the final settlement." Thereupon plaintiffs sent Daniels up to Brantford, and Daniels on his arrival there met Whitham and Spiers. The latter then instructed Daniels as to what he required to be done, whereupon Daniels proceeded to carry out the instructions, and was so engaged during all of the 3rd and 4th August.

Whitham contends that plaintiffs had completed their contract on 20th May, and that the work done by them thereafter, both in June and August, was repair work, rendered necessary because of some alleged negligence for which plaintiffs were responsible.

The evidence shews that a part of the work of June and August was of the nature of repairs, and part thereof was work which plaintiffs were by their contract required to perform. . . .