

"From the results obtained from this test, and from inspection made of this plant, we consider that under present conditions of operation, it is not able to maintain service stipulated in contract, or to qualify for requirements of fire underwriters."

Clause 8 requires that the system will give, for fire purposes, such a pressure as will at all times during the franchise satisfy the Underwriters Association for class C. in the Underwriters Insurance Classification.

Clause 11, while it mentions pressure and other things, stipulates that it is to meet all the requirements of the Underwriters Association for class C. It was not shewn that any such organization as the Underwriters Association had any class C. in 1905—or since. Nothing in this action can turn upon the system not being sufficient for the alleged requirements of such an association.

Mr. Norman Smith, an engineer in the employ of Ross and Holgate, made an inspection in August, 1908. He states that he made it to ascertain if the conditions imposed by clause 11 had been met. This report states what was wanting, and made suggestions as to improvements, but did not deal with the matter as to clause 25. The evidence given on behalf of plaintiffs by Mr. Keefer, by Mr. Smith, the manager, by Mr. Shanley, Mr. S. George, and Mr. Brown, is weighty in favour of the system being reasonably sufficient to give the best results for fire purposes. Brown is not an engineer but knows a good deal about pumps. Then as to pressure, the Chief of the fire brigade did not ask for greater pressure than from 75 to 80 lbs. The best work was done, considering all things, if only such a pressure was maintained.

The evidence as to insufficiency of the system and of the different fires was not very satisfactory—Perth had been fortunate in not having many fires since the end of 1903, but evidence was given as to several, and I am not able to say, speaking of any one fire, or considering the evidence as cumulative and applying it to all, that it establishes, or goes any considerable way towards establishing, that the system was not such as to give the best results for fire purposes. Good work at fires depends not only upon water and pumping, but upon the length and quality and handling of hose. The expenditure by defendants, down to 1911, for hose, would indicate that the town allowed the supply to run down. Leaky joints in the mains were complained of by defendants,