

not getting the best out of his men, and that he would lose money. He admitted that his foreman, a good man in many respects, was not so good in dealing with men, in employing them, in superintending, in allotting work, and seeing that men fairly did their duty to their employer. It would not be too strong, perhaps, to say that there was some pottering about the work, but there is nothing to indicate that at the time when any of the witnesses speak of delay. prior to the middle of August, the plaintiff could not easily, if defendants had done their part, have completed this contract by 15th October.

By the contract the plaintiff was permitted to carry on the work in his own way and by his own methods (p. 4). Exercising his own judgment, he arrived at a certain stage of the work when he required the plans of the power-house. No doubt about this. Members of the council heard of it, and tried to hurry up the plans. It is not left to conversations, although there is evidence of such, but on 3rd September the plaintiff wrote to the engineer and asked for the plans. He refers to his request of the week before. He wrote on 13th and 29th September.

The plans were not immediately furnished. Why? I cannot tell; it was a simple matter; the contract had been made 6 months before. They were not furnished until 26th September, when small white plan was furnished, and not until 3rd October, when complete plans and specifications were furnished. And then it was too late to enable the plaintiff, working reasonably and with means at his disposal, and as the defendants would. from their knowledge of him and his resources, expect him to work, to complete his contract by 15th October.

It was the duty of the defendants to furnish plans and specifications. The plaintiff was entitled to these; there was delay in furnishing these; and that delay was the cause of plaintiff not being able to complete his contract by the time named.

The defendants did not treat the matter as if time was of the essence of the contract.

On 21st October (a week after expiry of time) an arrangement was made by which the plaintiff was to concentrate his energy and labour upon the concrete work, and the defendants undertook to fill up the opening and do the work necessary to the west of the power-house, and the opening to the east of the waste weir, and the opening at end of