

the steel is to be attributed to the action of Mr. Dick. In the light of this evidence I do not think the plaintiffs can recover.

If the case should go further it may save difficulty if I now assess the damages in the event of my being held to be in error in this view. It is quite plain that the plaintiffs' claim is grossly exaggerated, and that the damage actually sustained was a comparatively small sum. The evidence fails to establish the suggestion that men were kept idle awaiting the arrival of steel. Nevertheless some inconvenience undoubtedly did arise, as the gin pole, scaffolding, etc., had to be moved, and the actual work of construction was no doubt rendered somewhat more expensive, because the material was not all at hand when wanted. I assess the damages as best I can on somewhat meagre evidence, at one thousand dollars.

Upon the accounts verified at the trial, the defendants have paid over and above the contract price, to complete the contract, \$15,701.14. Mechanics' liens to a large amount are registered against the property; the validity of these liens is disputed; and it may be that the rights of the parties can be worked out with respect to these amounts in the mechanics' lien proceedings. To avoid any question, leave should be reserved in the judgment to apply in this action with respect to any sums which the defendants may be called upon to pay to lien holders not included in this \$15,701.14.

I do not recall anything having been said with respect to interest on this amount. The defendants are, I think, entitled to interest from the time the money was paid. If the account cannot be adjusted on settling the judgment, I may be spoken to.

The defendants are entitled to costs as against the plaintiff in both the action and counterclaim.

The issue as between the defendants and third party has not been discussed. I may be spoken to with reference to it at any time.