

holding it as applying to defects discovered after the installation has been completed and the machinery has been handed over to the purchaser. This precludes an allowance of the items \$84, \$10.50 and \$300.

The item \$1,083.67 is the cost of installing a new casing to the turbine. Owing to the mode of construction adopted by the plaintiffs, this casting broke down. The steel stays were cast into the cast iron portion of the turbine. This mode of construction has now been abandoned and it is recognized that the stays should be tapped in. The fault was the vendor's, and the breakdown took place while the installation was still under way.

Two items, \$40 and \$50, for erecting elevated steel platform, I think should be allowed at fifty dollars.

The lost *lignum vitae* block for bearing cannot be charged against the purchaser. This forms part of item \$21.46. The remaining items set forth in paragraph eight of the statement of claim are admitted.

Against this claim, which apart from interest aggregates \$8,306.66, the defendants have certain cross-claims. Item \$122.53 and two items for freight on the generator and new casing, amounting to \$147.76, are admitted.

Numerous defects of a minor character were specified, and I accept Mr. Mitchell's valuation of these, amounting to \$660.

I am satisfied that the machinery was not, even with the proposed changes, entirely satisfactory, and that some allowance should be made with respect to this, covered by Mr. Mitchell's general annual allowance. This, I think, I would place at \$500. I do not think it has been proved that the generator coils were not, at the time they were supplied, up to the requirements of the contract. Many things might have happened to these coils during the course of operation which might account for a premature breakdown under severe strain.

A claim is made with respect to a large number of minor items covered by exhibit 13. No doubt from the general evidence resort was frequently had by the vendors to the Helen Mines machine shop, to aid in the completion of the instalment, and some part of the items which have now been charged by the Helen Mines against the defendants should be paid for by the plaintiffs. It was agreed that I should do my best in apportioning this list; and, after criticizing it