

The general specifications provide that "the specifications and drawings are intended to co-operate, so that any work or works exhibited on the drawings and not mentioned in the specifications, or mentioned in the specifications and not exhibited on the drawings, are to be executed as if they were mentioned in the specifications and set forth on the drawings to the true intent and meaning of the specifications and drawings without any extra charge whatsoever."

If plaintiffs, knowing as they must have known, of the existence of the specifications, neglected to examine them and tendered with reference to them, they cannot expect to be relieved from the terms which were thus imposed upon those tendering. They took their chances and must pay the penalty of their neglect. On the whole evidence I think they fail as to this item.

This action was commenced on June 7th, 1912. On January 24th, 1913, defendants made a payment to plaintiffs of a sum which they contend was in full of their liability. This payment, on plaintiffs' own admission, is in full of the remaining part of their claim, except as to two items—one \$15 and the other \$20. The former of these is a charge for some tiling work ordered by defendant, to be delivered on request, and which plaintiffs prepared and laid out in their own premises to await instructions for delivery. Delivery was not asked for, the work not having been required or used in the building; and plaintiffs charged this sum, which was only a part of the price agreed to be paid for the work when completed. The charge is not unreasonable for the work done, and it should be allowed to the plaintiffs.

The \$20 claimed is an amount which defendants deducted when making payment to the plaintiffs, on the ground that the work it represented was included in the plaintiffs' contract and was performed not by them but by the defendants. I am not satisfied on the evidence that the contract included this work, and I think it should not have been charged to plaintiffs. They are entitled to payment of the \$20.

As to the costs of action, the contract between the parties provided that payments thereon should be made at the same rate and times as those made by the architect (for the proprietors) to defendants. These terms called for the rendering of an account and the obtaining of the architects' progress certificate and that the payment was properly due.