

There was a further stipulation that, if the plaintiff should be obstructed or delayed "in the prosecution or completion" by the act, neglect, delay or default of the owner or the architect, or of any other contractor on the house, the term fixed for completion should be extended for a period equal to the time lost from such cause, provided that "no such allowance shall be made unless a claim therefor is presented in writing to the architect within 36 hours of the occurrence of such delay."

*Held*, (1) that plaintiff was bound by this last proviso, and was liable for the stipulated penalty, although the delay in completion was entirely owing to causes beyond his control, and a large part of it took place before he commenced his work at all, as he had failed to give any notice in writing to the architect of any claim for extra time allowance. *Jones v. St. John's College*, L.R. 6 Q.B.D. 115, followed.

(2) As the trial judge found that, as a matter of fact, the defendant was not responsible for any part of the time lost, and had suffered from the delay damage to the extent of \$20 per week, the case did not come within sub-s. (c) of s. 38 of "The King's Bench Act," giving the Court power to relieve against agreements for liquidated damages.

(3) The allowance of \$20 per week should be made only from the time named in the contract for completion up to the 19th January, 1904, and not up to the date of the actual completion, because defendant ordered some extra work to be done which was only commenced on the 19th January, and that estopped him from claiming damages for delay beyond that date.

*Holme v. Guppy*, 3 M. & W. 387; *Westwood v. Secy. of State for India*, 7 L.T. 736, and *Dodd v. Churtan* (1897), 1 Q.B. 562, followed.

*Hoskin*, for plaintiff. *Minty*, for defendant.

Full Court.]

MYERS v. MUNRO.

[June 25.]

*Solicitor and client—Taxation—Special agreement as to costs—  
Stay of proceedings pending taxation—Terms.*

The defendants, a firm of solicitors, collected for the plaintiff the amount of his claim and the taxed party and party costs. In settling with the plaintiff the defendants deducted a sum of \$115.50 for extra costs as between solicitor and client, of which they sent plaintiff a bill. The plaintiff objected to such deduc-