

to use. He also alleges that two of the series of horizontal reinforcing rods, which were to go entirely round the silo at different heights and to have the ends hooked together and to be imbedded in the cement, do not go around but stop at the sides of two doors or openings, and consequently the ends are not hooked together, and do not meet, but are merely bent and anchored in the cement.

It is unnecessary to enter into the question whether as to these two rods the failure to fasten them together was owing to a change made at the defendant's request in the height of the doors or openings, or whether, when that change was made, the rods should have been put in a different position. Although the defendant objected to them, and by changing the interval between the rods the subsequent ones were hooked together, it does not appear that he in any way required the plaintiff to change the two rods which he objected to, but allowed him to go on and finish the silo.

But on the question of the workmanship in the concrete wall itself, which the learned trial Judge has found to be defective, whatever opinion one might be inclined to form from merely reading the evidence, which is contradictory, the weight to be attached to the statements of individual witnesses is a matter which the trial Judge has so much better an opportunity of forming an opinion upon that an Appellate Court would not be justified in the circumstances in interfering with his conclusions. He has dealt very fully with the various differences between the parties, and has held that the plaintiff did not in fact perform his contract, and consequently cannot claim payment for it.

The evidence was fully dealt with by counsel, but there does not seem warrant for considering that the learned trial Judge did not reach a correct conclusion when he finds lack of sand, which the defendant offered, lack of cement and lack of proper mixing, resulting in a honeycombed or crumbling wall, and when he prefers to believe the defendant instead of the plaintiff's foreman, who contradicts him.

The defendant has not only resisted payment for the silo but has counterclaimed for damages sustained through not being provided with a silo for the preservation of a crop of eight acres of corn which, in expectation of its construction, he planted and cultivated; and for this the learned trial Judge has awarded \$96 to the defendant. The learned trial Judge appears to have been fully justified in finding that it was in the contemplation of the parties that the silo was to