

lapping eave keeps the 18 inches of space between the houses dry and prevents the walls becoming wet and so injured, is not to be overlooked. The plaintiffs stood by and did not in any way complain of this, when the building was located; and while I think some allowance should be made upon this head, I do not think it should be large.

As to the flooring, the specifications called for flooring not exceeding $4\frac{1}{2}$ inches in width. About 30 per cent. of that actually laid down was $5\frac{1}{2}$ inches in width. This renders the floor boards more liable to warp and to have wider cracks in shrinking.

I have difficulty in assessing what the real damage is. The architect was to be allowed five per cent. commission upon the erection, or \$200 in all. He has received \$50.

After giving the matter the best consideration I can, and having in view the exaggerated claims originally made—some of which were pressed at the trial—I think that the best solution of the matter is to direct the defendant to refund this \$50, and to set off the plaintiffs' claim for damages against the defendant's claim for commission. In other words, I assess the damages at \$200, the amount which would be payable for commission.

I give neither party any costs.