

longer than they otherwise would, owing to their not having the terra cotta on hand when they were ready for it. That it delayed the completion of the whole contract. That if they had had the terra cotta on hand they would have been able to finish the interior during the winter of 1909. This occasioned further delay because they could not start the alterations during the winter. The window frames had to be taken out, and that would have exposed the whole building to the weather.

I do not think, from the evidence, that had the delivery been within a reasonable time the alterations could have been completed before winter set in. The charge of the superintendent's salary for fifty weeks at \$30 per week, even if any allowance should be made upon that item, is absurd. \$150 is charged for heating. It is not shewn that this was caused by reason of the delay; on the contrary, it is quite apparent from the evidence, that had the terra cotta been delivered within a reasonable time to enable the work to go on without interruption during the winter, the heating would still have been necessary, and so in regard to the lighting and watchman's wages. The rent of the yard for storing cannot be charged to the plaintiffs, nor can I find any evidence, nor was any evidence referred to, which shews that the defendants have a reasonable claim to any further damages, arising out of the delay, than that already allowed. There is no claim, in my mind, made out for any part of the \$600 under item (h) allowed by the Master. This item should be disallowed.

The result is that the plaintiff succeeds on his cross-appeal, except as to \$542.19.

The defendant's appeal should be dismissed with costs, and the plaintiff's cross-appeal allowed (except as to the \$542.19), with costs fixed at \$50.

HON. MR. JUSTICE RIDDELL, HON. MR. JUSTICE SUTHERLAND, and HON MR. JUSTICE LEITCH, agreed.