

his amount of space from the fact of the storage of so large a quantity of heavy material in the building which rendered necessary its removal, and refers to the evidence of Dunn, the superintendent in charge of the building operations of the Rideau Club, who explains why the repacking and removal was necessary. He says, page 39: "The terra cotta for the addition and the alteration, it was all mixed up, and the whole dumped in the addition, and the result was the floors were overloaded, and it was necessary to take the stuff and put it in storage. There was no room in the building, and this was the time that was spent taking it out of the building and putting it in storage until such time as we could start on the alteration of the old building."

From the evidence it would appear to me that this expense was caused by the want of care on the part of the contractors in not properly placing the terra cotta when it arrived. There was certainly no obligation on the part of the plaintiffs that they would become responsible for storage yards or removal in case the floors were overloaded. In any view the damage is too remote to give a right of action against the plaintiffs. It did not in any way arise out of their contract, nor did it naturally arise by reason of the delay in delivery. This item should be disallowed.

Item (h) \$4,000, of which the Master allowed \$600. The witness Hitch says in regard to this item that the claim is made "on account of delays in terra cotta which affected the general contract, the general construction of the whole building, and extended operations upwards of a year, during which time we had to maintain an organization, and which otherwise would not have been necessary." The items going to make up this claim are, as appears by Dunn's evidence:—\$1,500 for superintendent's salary, \$280 for watchman's wages, \$159.93 lighting and power, \$47 for telephone, and \$50 for rent of yard, making a total of \$2,036.93.

The Master says he is not sure how the rest is made up, no more am I. He thinks, however, \$600 would be a reasonable amount to allow under this head.

The terra cotta, Dunn says, was all shipped at the same time, that is to say, the terra cotta for the addition and alteration was all shipped together and all mixed up in the different boxes, and had to be unpacked. It was picked up haphazard and packed in the boxes without any system of shipping, course for course. This necessarily required sorting. Dunn states that it was necessary to keep up the organization