

per cent. when they can do so by the terms of the contract itself. The defendant is not entitled to retain 20 per cent. on any larger sum than the contract price, viz., on the \$1,700. I entirely agree with my brother Riddell as to the items which were the subject of the appeal. The sum of \$15 for putting caps on columns should be allowed. These caps are made of plaster, but are not "plastering" within any fair meaning of that word. The extra for lathing as charged, \$35.25, should be allowed. The places where it was done were really inside walls; but, whether so shown on the plans and specifications as such or not, this lathing was not intended to be included in the contract price; it was done by the plaintiffs, necessarily done, and should be paid. The result will be judgment for plaintiffs for \$154.43, made up as follows:—

Amount of contract .....	\$1,700.00	
Less 20 per cent. defendant allowed to retain for the present	\$340.00	
And paid by defendant on account	1,359.50	
	<hr/>	1,699.50
Balance.....	\$	0.50
Extras allowed by trial Judge.....		85.68
“ “ on this appeal....	\$ 15.00	
	35.25	
	<hr/>	50.25
		<hr/>
	\$	136.43
Less set-off allowed by trial Judge to defendant		3.00
		<hr/>
	\$	133.43
Damages allowed to plaintiffs....	\$ 35.00	
Less allowed to defendant.....	14.00	
Amount in favour of plaintiffs ..	<hr/>	21.00
		<hr/>
	\$	154.43
Leaving the 20 per cent. to be collected in future.		
No costs of appeal.		

• RIDDELL, J.: (after referring to the facts):—It will be seen that the contract is for "lathing and plastering and