

defendants, the steel ceiling lights were to be manufactured. No time-limit was fixed by the contract between the plaintiffs and the defendants; and the testimony of the plaintiffs' manager in Canada, that he would not have undertaken the work with an obligation to complete it within a definite time, should be accepted. The lights required sash composed in part of members which had to be milled from standard bars or specially rolled. Other components also had to be specially manufactured. Bars of standard section might indeed have been used, but they would not have conformed to the designs submitted and approved, nor to the exceptionally high quality of the steel sash ordinarily made by the plaintiffs. Some little delay was not improbably occasioned in England owing to the fact that an inquiry as to whether the saddle bars were shewn in the approved drawing, as looked at from above or from below, was answered by letter instead of by cable; but any such delay was trivial and incidental to the work. In any event, it would not have resulted in the completion of the work by the 22nd November, when the plaintiffs' employees began a strike which lasted until long after the contract between the defendants and the third parties had been cancelled, on the 28th December; and the defendants had thereupon notified the plaintiffs that the contract between them and the plaintiffs was also cancelled. Had the defendants acted with reasonable promptness after receiving the order from the third parties and the tender of the plaintiffs, the work would have been completed long before the strike began. It was not open to the defendants to say that the third parties should not have cancelled their contract with the defendants. Responsibility for the inaction in the early summer of 1913 rested upon the defendants, and upon them alone, and they could not shift the burden to the third parties. It was agreed at the trial that damages, if recoverable, should be fixed at £225, plus 10 per cent., equal, at exchange \$4.86, to \$1,202.85. Judgment for the plaintiffs for that amount with costs, and dismissing with costs the claim of the defendants against the third parties. George Wilkie, for the plaintiffs. J. A. Paterson, K.C., for the defendants. M. K. Cowan, K.C., and A. G. Ross, for the third parties.