

weight of evidence is largely in favour of the proposition that the iron furnished was not suitable for the purpose for which used, and that to some extent explains the work alleged to be defective where wire and stones were seen through the cement. The omission to put 2 ribs, as called for, was wholly and satisfactorily explained. I understand from Mr. Fielding's evidence that he accepted the explanation and exonerated the plaintiff from blame in this.

The defective work referred to by the witness Sexsmith, at the cost of \$82, should be allowed to defendants.

I am not in a position, upon the evidence, to allow the plaintiff anything for damages by reason of the delay in furnishing plans. No time was kept of men idle while waiting. There was other work to do. It could not be done, plaintiff says, to the same advantage, but when the loss is to be measured, I am unable to find any sum. Theoretically there was some loss, but the plaintiff had other work to do. He was absent from the work and about his other business a good deal. Possibly there was gain in that. If he intended to claim, he should have been more careful to keep an account of his loss.

As to plaintiff's alleged loss of profits, that claim very properly was not pressed.

The defendant conceded that, if the plaintiff is entitled to recover at all, he is entitled to the sum of \$521.40. This will appear from the following: The engineer reported to the reeve and clerk of the defendant corporation on 3rd April, 1908, giving itemised account of the measurement of work to which plaintiff was entitled, and, after making the charges against the plaintiff, found a balance in his favour of \$1,845.03. On 17th April the engineer reported that the further sum of \$336.96 should be allowed, making a total of \$2,181.99.

The defendants contend that, apart from any question of damages, they should deduct the further sums:—

Engineer's expenses after 15th October. 1908.	\$	89	15
Liens and costs		1,571	44
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		\$1,660	59

This would only leave for the plaintiff \$521.40.

The plaintiff claims, exclusive of any damage for not furnishing plans, \$2,126.40, made up as will appear by statement No. 2 handed in on the argument.