

plant in excess of the 2,000 h.p. provided for in the agreement; and, taking this power in the first instance, as it would appear, without notice to or arrangement with the plaintiffs, in the absence of satisfactory evidence, if any, to shew the charges to be excessive or unreasonable, and failing to dispute the charges at all until the 17th November following, the defendants were bound to pay for the excess beyond 2,000 h.p. at the rate specified in the plaintiffs' letter of the 14th July, 1913. The only question under the original agreement was the meaning and application of the two "twenty consecutive minutes" clauses. The same principle governed both. These clauses meant just what they said. "The greatest amount of power taken for any twenty consecutive minutes" above one half of the amount held in reserve, originally or by notice, under the contract, gave rise to a new factor of computation or basis of payment. The result was different in each case, but the principle was the same. The contract in both cases meant an unbroken period, twenty minutes without a break—that is, without a drop at any time below, or to, one half of the maximum power reserved. It meant a power *above* one half of the reserve sustained for twenty consecutive minutes, although the peaks would vary during this time, but it did not mean an average above, based upon peaks *above and below*. The principle being declared, counsel should be able to agree upon the terms of the judgment both as to this and the question previously disposed of. If counsel do not agree, the learned Judge may be spoken to, and will adjust it or refer it to the Master to take an account upon the basis in each case defined. The plaintiffs are entitled to recover \$582 rental of the transformers, with interest, as claimed in the 2nd paragraph of the claim in the statement of claim, and subsequent rental, if any, at the same rate, to the time of actually obtaining possession; and (with some hesitation as to the amount) the plaintiffs are also entitled to recover \$900 damages for detention of the motors beyond the period in the first instance agreed upon. The plaintiffs will also recover the expense of obtaining possession of and removing those machines. Judgment for the plaintiffs in the terms hereinbefore set out, with interest upon payments in arrear, and with costs, including the costs of the replevin proceedings. A. W. Anglin, K.C., and R. C. H. Cassels, for the plaintiffs. R. McKay, K.C., for the defendants.