

alterations or variations in the contract. The plaintiff had consulted him and his co-owner on two occasions only in regard to variations. The plaintiff did not notify him when the building was completed, nor invite him to inspect the theatre. A day or two after the issuing of the final certificate witness asked the plaintiff if the owners were not entitled to a refund for works specified in the contract, and not put in the building. The plaintiff was of opinion that the owners were not entitled to any refund.

Harry C. Tonks, part-owner with the previous witness in the Grand Theatre, also gave evidence.

In the course of his evidence the defendant emphatically denied making use of the words attributed to him by the witness Malcolm, which words comprised the allegations in the first cause of action. The erection of the Grand Theatre was not mentioned in the conversation referred to by Malcolm, nor at any other time. He had never mentioned the word "collusion" in connection with the Grand Theatre or the plaintiff. He admitted saying to the witness Butterworth that the building was a "slummy job and a rotten job." He was still of that opinion. The conversation with the witness Pardington had reference to the material that was being laid on the floors in substitution of Fama flooring, which was specified in the contract. Pardington at first asserted that the material was Fama, but he subsequently admitted that it was not. The plaintiff was not referred to in the conversation with Pardington. After the defendant had been cross-examined the Court adjourned.

The morning of the fourth day of the hearing was taken up with counsel's address and the Judge's summing up. After a retirement of three hours the jury found that in the first cause of action the words were not uttered and that in the second cause of action the words were uttered about the plaintiff, that they were defamatory, but were uttered without malice. Damages of one farthing were awarded.

Mr. Ostler, for defendant, moved for judgment on the findings.

Mr. Haddow, for plaintiff, moved for judgment on the second cause of action.

His Honor said on the findings of the jury, judgment must go for defendant on the first cause of action, as well as on the third cause, to which the Statute of Limitations applied. Both parties had moved for judgment on the second cause of action, and the matter resolved itself into a question of costs. On the findings they must assume that plaintiff had never been charged with collusion. He suggested that a conference between counsel would probably clear the matter. He understood defendant was willing to apologise for anything he might have said which could be interpreted to the detriment of plaintiff.

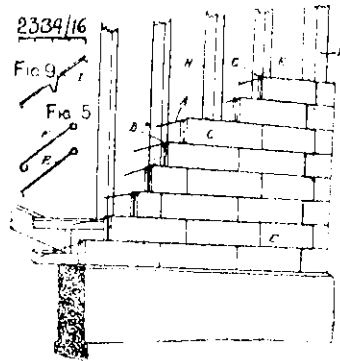
Mr. Ostler said defendant was prepared to say he never uttered the words attributed to him in the first cause of action, and that he had never wished to make any reflection on the character of the architect.

The question of costs was held over, pending the result of a conference between the parties.

Application for a new trial has been made on the grounds that the verdict was against the weight of evidence, and that the damages of 1d. was insufficient.

Patents of Interest to Builders

Concrete Block Walls.—A patent, No. 2384, has been taken out by W. C. Davis of Victoria for walls constructed of building blocks **C** having smooth and rough-cast faces and edge grooves **B** to accommodate vertical and horizontal metallic reinforcements **A**, the grooves being arranged to permit of either face being placed outwardly.



When the walls are built with wooden studs **H**, the horizontal reinforcing-rods **A** are connected to the studs by cleats **E** or **F**, and hooked wire ties may be placed in the vertical joints to couple the rods of adjacent horizontal courses. In hollow double walls the parallel rods are tied together by lateral stirrups **I** formed with a V-shaped central depression.

The grooves around the edges are formed by corresponding beads on the walls of the moulding compartments.

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