

tion, etc., etc.; it has no reference to the price to be paid, which is separately dealt with in Armour's contract.

At the close of the argument I suggested that the parties should, if possible, agree upon the actual cost of the laterals and the actual cost for the extras. It seems that this is impossible. The matter will therefore have to be referred to the Master to take an account on the footing of the declaration above indicated, and the costs of the action and reference will be reserved; but for the purpose of affording some criterion hereafter, each party should name a sum which it is willing to give or receive.

I should, perhaps, have mentioned that the construction of this contract is aided when its provisions are contrasted with the clause I have quoted (No. 12) from the Lorenzo contract. There it is provided that the price of additions and deductions is to be in accordance with the contractor's schedule or such other price as the engineer may deem just and equitable. Here, deductions are to be made on the basis of such price as in the opinion of the engineer shall be just and equitable; additions are to be paid for on the basis of cost.

In arriving at the amount to be deducted, the amount allowed by the engineer as just and equitable in respect of diminutions, \$6,796.23, is to be regarded as conclusively determined. That was the sum named by the engineer, and his adjustment has not been attacked. The two factors to be determined by the Master are the actual cost of laterals and the actual cost of the additional work given by the engineer on the basis of the Lorenzo contract at \$10,629.70 and \$22,130.22 respectively.