

viz : \$11,374.74. This is in ease of the appellant. Again the "laterals" or private drain connections, although considered an extension under clause 12, are not to be counted in the cost. No provision is made for calculating withdrawals, no doubt because clause 12 allows for them, either the arranged contract cost, or such sum as the engineer considers just and reasonable, and the words "aggregate value" are only used where the amount of these withdrawals is to be deducted from additions and enlargements.

The agreed cost, \$115,922.08, is the difference between the total expenditure, \$120,388.84, and \$4,466.76, the credits given in exhibit 2 for Lorenzo's deposit forfeited and other items realized upon.

From this net total of	\$115,922 08
the appellant deducts the cost	
of disposals	\$12,190 79
and laterals (as calculated on the	
Lorenzo contract basis	10,629 70
	22,820 49

Leaving a balance of	\$93,101 59
To this balance	\$93,101 59
should be added the three items	
provided for in the appellant's	
contract :	

1. Disposals	\$11,374 74
2. Work done by Lorenzo..	2,826 18
3. Plant left by	224.00
	14,424 92

\$107,526 51

To this should be added, as stated in the appellant's contract, his wages at \$30 per week, say

1,500 00

\$109,026 51

Deducting the excess of extended over diminished work as stated by the appellant.....

17,220 36

Leaves the total cost as arrived at by the appellant's method at..

\$91,806 15