

that "cost" means actual cost. In the second place the municipality contends that Armour errs in including in his definition of "enlarged and additional work" matters which do not come properly under that head, but which are really amounts which would have constituted a claim for an extra allowance in respect of the original work. To illustrate; some of the original sewers were constructed through soft sand. Timber was inserted to support the sides of the excavation. Under the original contract the engineer had a right to direct that this timber should be left in the excavation. In that event the Lorenzo provided for payment for this timber at a certain named sum. Armour claims that the cost of this timber is an enlargement or addition to the work comprised in the contract. The municipality says no, this sewer was part of the original work and the timber is part of the cost of it; you do not substantiate your claim by merely stating that this allowance for timber might have been called an extra under the Lorenzo contract.

I agree with the contention of the municipality as to this. What Armour undertook was to construct the entire sewage system as shewn by the Lorenzo contract, upon terms which did not entitle him to a bonus unless the actual cost of these sewers, including all allowances for extras with respect to them, came to less than \$100,000. This ruling would cover all claims in respect of the additional cost occasioned by the substitution of iron pipe for earthen pipes, and for concrete work where this was deemed necessary for the protection of the pipes.

Although these items are in my view excluded, they serve as an illustration of the real meaning of the respective contentions with regard to other branch.

The lumber left in the sewer cost a certain sum, far less, it is said, than the amount stipulated in the Lorenzo contract. Although this stipulated price would bind in the adjustment of accounts between Lorenzo and the town, it has, I think, no bearing upon the adjustment of accounts between Armour and the town.

It is said that the expression used in the contract, by which Armour undertook the construction of the work in accordance with the plans, specifications and conditions embodied in the Lorenzo contract, carries into his contract the Lorenzo schedule of prices. I cannot so read it. What this expression refers to is the terms of the Lorenzo contract relating to the work to be done and the mode of construc-