

gard to the situation," and "the contractor will be required to make his own levels and soundings" so as to obtain a knowledge of the depth of the rock, from the surface of the grade. The elevation will shew, only approximately, the different levels, but the contractor will be required to verify these levels and grades, and be responsible for same."

He was also required to dig down until he came to solid rock in every part of the various buildings, upon which the concrete would be set up to the base line.

A very considerable amount of evidence was given as to what was "solid rock," to which the specification required the contractor to dig. The evidence convinces me that plaintiff went to no greater depth than the contract called for, and that therefore, the three items above mentioned are not chargeable as extras.

Moreover clause 6 of the contract is fatal to the claim for these extras. That clause provides that no claim is to be allowed for any work different from, or in addition to that shewn in the drawings, or mentioned in the specifications, unless such work shall have been sanctioned by the architect in writing previous to its having been done.

No such sanction was obtained in respect to any of the above items.

The remaining item of \$72 in the account for extras, though not sanctioned in writing by the architect, is admitted by the owners, and must be taken into account in a settlement between the parties.

The effect of this judgment is not to disentitle to payment, of whatever may be found due him, under the terms of the contract when the work is completed, and when the architect has performed his duties as referred to him by the contract, and when he has dealt with the matter fairly between the contractor and the owners.