

The court below, however, granted a new trial on the ground that the case must be decided on the written contract alone, and that the expression "the total cost of the works" was so clear and unambiguous that no extrinsic evidence was admissible to construe it, or explain the meaning given it by the parties, and that 'works' meant and must be confined to "construction works." From this decision the Judicial Committee of the Privy Council (Lords Davey and Robertson and Sir R. Couch) dissented, and held that the evidence objected to was admissible, and that the verdict of the jury ought not to have been disturbed, and the appeal was consequently allowed.

CONTRACT—LUMP SUM—NON-PERFORMANCE OF CONTRACT—PART PERFORMANCE—VARIATION OF CONTRACT—AGENT, AUTHORITY OF—RATIFICATION—NOTICE OF APPEAL.

Forman & Co. v. The Liddesdale (1900) A.C. 190, was an action commenced in the Admiralty Court of Victoria to recover for repairs effected by the plaintiffs upon a steamer. The steamer in question was stranded, but subsequently got off; but having been condemned by the Marine Board of Victoria, her owners, who resided in England, authorized the master of the vessel to enter into a contract with the plaintiffs to repair the damage occasioned by the stranding for a lump sum, which he did. The plaintiffs proceeded in part performance of the contract to do a large amount of repairs, but they never completely performed the contract, but they did work which they claimed was equivalent to that called for in the contract, or better. They sued for the contract price, and also for a large amount for extras and other repairs not included in the contract. It appeared that the master's authority was expressly limited to making a contract for repairs of the damage occasioned by the stranding, and that some of the extras and other repairs were done with the knowledge of the master, and were authorized by him, though not in writing, as required by the contract. It appeared that as to part of the claim, which had been disallowed by the court below, the plaintiff's notice of appeal did not extend, and the Judicial Committee held that the appellants were in consequence debarred from raising any question as to that on the appeal. As regards the main ground, the committee (Lords Hobhouse, Davey and Robertson and Sir R. Couch) agreed with the court below that where a contract is