

“Building extra width of west wall.” This work was a variation or alteration of the construction originally contracted for, to which the terms of the contract and specifications applied; and the owner was entitled, by the terms of the contract, to a definite statement in writing from the contractor that he proposed to charge for the variation as an extra. The architect had no power to waive this condition, and the owner had not done so. The appeal as to this item should be allowed and the item disallowed. As to costs, the appellant substantially succeeded, though some branches of the appeal were abandoned and one was dismissed. The appellant should have the costs of the appeal, fixed at \$50. D. L. McCarthy, K.C., for the appellant. E. S. Wigle, K.C., for the respondent.