

disposal works for a total price of \$81,418. The next highest tender was \$103,000.

Lorenzo had scarcely started on the work when he failed, and abandoned the contract. A new contract was then entered into in July, 1912, with the plaintiff. Shortly the plaintiff undertook to do the work for the town at actual cost, plus a salary of \$30 per week and plus a certain bonus if the cost was kept below a named figure. The work has now been completed; and the sole question in this action is the plaintiff's right with respect to the bonus. He alleges that the cost of the work has been kept within the stipulated price. This is denied by the town.

The dispute turns upon matters within a comparatively narrow compass, arising upon a construction of the contract. Under the original Lorenzo agreement, clause 12 of the printed schedule, it is provided "The corporation shall be at liberty to enlarge, modify or diminish any part of the work, and any such additions will be paid for and deductions made at the contractor's schedule prices, or at such other price as may be considered by the engineer just and equitable."

There is a schedule to the contract in which a specific price is affixed to all items going into the construction of the work.

In the contract with Armour, he undertakes to construct all the work described in the Lorenzo contract "in accordance with the plans, specifications and conditions embodied in and referred to in the said contract." This would no doubt carry into the contract the right of the municipality to diminish or extend the contemplated work, and this is recognised in the subsequent provisions of the Armour contract; but as the municipality had to pay for the work actually done, no express reference is made to this save in the clause relating to the adjustment of the accounts for the purpose of determining Armour's right to a bonus.

The bonus clause provides for payment to Armour of 20 per cent. of any sum by which the cost of construction of the sewers in less than \$100,000; and it is then provided that for the purpose of computing the bonus the cost shall be deemed to include two certain sums, as to which there is now no dispute, of \$11,374.74 and \$2,826.18, and the value of the plant left by Lorenzo, which is not disputed as being \$224. It is then provided that if the municipality "shall