way, and a decision of the Chancellors—Petrie v. Hunter, 2 O. R. 233—is cited in support of this contention. That, however, is a wholly different case. There Hunter had employed Coatsworth to build certain houses. Coatsworth had employed Petrie and others to do certain work. Hunter discharged Coatsworth, and employed Petrie and the others, and agreed with them that if they would complete the work under their contracts with Coatsworth, he would see them paid, or, as the Chancellor puts it at p. 236, he would pay them. It was held that if they as a fact did complete the work under their contracts, they had a right to be paid—that, indeed, was their bargain with Hunter. Hunter could not be allowed to import into his bargain with them the terms of his bargain with Coatsworth. And Lewis v. Hoare, 44 L. T. N. S. 66, is just such a case. There the defendant had promised to pay to the plaintiff "the sum of £110 on the completion of 6 houses . . . in accordance with a contract . . . between myself and Mr. Thick." The House of Lords, affirming the decision of the Court of Appeal, held that, the houses being as a fact finished in accordance with the contract, the money was payable, and the terms of payment, etc., in the Thick contract could not be imported into this contract.

It will be seen that both these cases are really cases of the interpretation of contracts.

This is quite a different case; here the contract itself is express, and every term must be given full effect to.

But this applies only to the contract price. The defendant is entitled to retain 20 per cent. of $1,700 = $340 only, under the contract. The extras are payable as soon as completed: Robsone v. Godfrey, 1 Stark. N. P. 275; cf. Rees v. Lines, 8 C. & P. 126. . . . I have seen the figures of my brother Britton, and they correctly express the result.

Success being divided, there should be no costs.

FALCONBRIDGE, C.J., concurred.