

S. G. Curry, Esq., an architect, to report if and how the building could be completed to comply with the judgment of the Court.

HON. SIR WM. MULOCK, C.J.Ex.:—On defendants carrying out the amended plans as further amended by Mr. Curry, and in accordance with his report, and upon payment of the costs of this motion here and below, including Mr. Currie's fees to date, this motion is dismissed.

If the civic authorities require any changes from said plans and report, and both parties assent to such changes, they may be carried out, but if either party objects to any such changes, such objecting party may bring the question of such changes before this Court. The defendant within one week to file an undertaking to comply with above-mentioned terms; otherwise this motion is allowed with costs here and below.

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HON. MR. JUSTICE MIDDLETON.      FEBRUARY 26TH, 1914.

ARMOUR v. TOWN OF OAKVILLE.

5 O. W. N. 980.

*Contract—Construction of Sewer System in Municipality — Action for Bonus—Interpretation of Contract—Cost of Work—Extras—Finding of Engineer—Reference.*

MIDDLETON, J., in an action by a contractor against a municipality for a bonus under a contract, which bonus depended upon the actual cost to the municipality of the work done, referred it to the Master to take an account of several items of such cost.

Action tried at Toronto non-jury sittings 23rd February, 1914.

Action for a bonus alleged to be due under a contract between plaintiff and defendant.

T. N. Phelan, for the plaintiff.

M. K. Cowan, K.C., for the defendant.

HON. MR. JUSTICE MIDDLETON:—The municipality, desiring to construct a system of sewers, entered into a contract with one Pietro Lorenzo, dated 15th April, 1912. This contract called for the construction of the drains and