

mencement and termination, it was not competent for Fitton to amend these specifications. We are unable to accede to this contention.

Section 36 enacts "that any owner party to the award whose lands are affected by a ditch, whether constructed under this Act or any other Act respecting ditches and water-courses, may, at any time after the expiration of two years from the completion of the construction thereof . . . take proceedings for the reconsideration of the . . . award under which it was constructed, and in every such case he shall take the same proceedings, and in the same form and manner, as are hereinbefore provided in the case of the construction of a ditch."

We are of opinion that by virtue of this section the engineer, on the reconsideration of an award, may make whatever award might have been made in the first instance. Under the notice given by Corrigan it would have been competent for the engineer Kelly to have specified such a ditch as that described in Fitton's award, but not having done so, the powers created by the notice and requisition remained not exhausted but merely in abeyance and capable of being exercised whenever "any owner party to the award" took proceedings necessary for its reconsideration. This plaintiff did, and she was a person having the necessary status as such "owner party," etc., entitling her to such reconsideration.

Another objection is that an illegal amount for engineer's services is included in the claim against plaintiff. It is admitted that in accordance with the provisions of sub-sec. 2 of sec. 4, the council, by by-law, fixed the charges to be made by the engineer for his services under the Act at the rate of \$5 a day, and, under sec. 29, the engineer certified to the clerk of the municipality that he was entitled to \$45 for fees and charges for his services. It does not follow, we think, from this detailed account of his services, that he has charged more than \$5 a day for his services. *Prima facie* his certificate established the validity of his claim for \$45, and the onus was on plaintiff to shew its incorrectness. This was not done, and we cannot assume it, and must therefore overrule the objection.

Another objection is that the work was let to the lowest bidder, and security taken for its due performance; that the contractor failed to perform the work; and that the municipi-