

An opinion is desired as to whether "the County is bound by the action of the Building Committee, superintendent or other party who may have ordered or allowed or agreed to the alterations made without the consent of the Council."

By the contract express provision is made against extras, and an express agreement is therein contained to the effect that there shall be no payment for extras. Both the Building Committee and the Architect were appointed to superintend the doing of the work under the contract. Neither had any power to alter or vary the contract. No order on the part of either for extras will bind the Council. Such an order was beyond their authority. Nor is the Council bound by any orders given by the Prison Inspector. It was his business before deciding upon the plan to have considered all the details. Having expressed himself satisfied with the plan and induced the County to enter into a contract in accordance with the plan, he should not afterwards have made alterations. It remained for the Council and for the Council alone to decide whether or not the alterations should, under the circumstances, be made. But in the absence of an express contract on the part of the Council to pay for such work, no one was authorized to do it so as to hold the Council liable for payment.

The Council alone was empowered, if it saw fit, to authorize extras or alterations. The Council did not intend to have any such. It certainly never contemplated that on a contract for \$9,000 there should be extras to the extent of \$4,033.

We do not think the Council liable for such unauthorized work for at least two reasons:—

1.—The payment for it is against the express terms of the contract.

2.—The debt, if any, was one incurred last year and is one for which no provision appears to have been made by the Council of last year.

We return the contract.

Yours truly,

PATERSON, HARRISON & PATERSON.

D. D'EVERARDO, Esq.,

County Clerk,

Welland P. O.

Fee \$20.