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is obligated to deliver to the contractor not less than four scows per week during the summer months, and not less than three scows per week during the winter months.

When we bear in mind that the sections of the contract proper bear numbers identical with the Sections of the specifications proper dealing with the same subject matter, for example, Section 26 in each instance refers to deliveries, and that the City covenants in the second paragraph of Page 4 of the contract proper that it will deliver on its scows to the wharf at the feeding station of the contractor all garbage and dead animals produced in the City of Baltimore "under the terms and obligations of the specifications as modified by this contract", it is clear that the provisions of the contract proper must be considered as governing the provisions of the specifications where there is a conflict between them. Section 26 of the contract proper is a defining limitation upon Section 26 of the specifications proper, which last mentioned section states that the deliveries are ordinarily two or three scows every other day of an approximate total quantity of 400 tons during the summer months, and ordinarily twice a week of an approximate total quantity of 360 tons during the winter months. Under the specifications section there is no attempt to guarantee the delivery of any amount, but just a plain statement of the time and quantities of ordinary deliveries. The reason for changing this section of the specifications in order that it might be more definite is apparent. In order to regulate the feeding of the pigs, the contractor must know when to expect the food for them. In order to get this requirement this indefinite specification provision was changed by the contract proper so that the contractor would know, with reasonable certainty, when to expect the scows; otherwise the City could send the garbage whenever it might deem it convenient to do so, which action would not only dis-arrange the feeding schedule but would defeat the plain intent of the parties that the garbage should be delivered in as fresh condition as possible.

It might, however, be argued that since there is no provision