"The engineer shall be at liberty, at any time before the commencement or during the construction of any portion of the work, to make any changes or alterations which he may deem expedient in the grades, the line of location of the railway, the width of cuttings or fillings, the dimensions or character of structures, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done or the expense of doing the same; and the contractors shall not be entitled to any allowance by reason of such changes, unless such changes consist in alterations in the grades or line of location, in which case the contractors shall be subject to such deductions for any diminutions of work, or entitled to such allowance for increased work (as the case may be), as the Commissioners may deem reasonable, their decision being final in the matter."

These contractors, like all others who have spoken to this question before us, contend that whenever any particular piece of work was made more expensive to them by a change of plan, then the increased cost should be borne by the Crown, no matter how much was by change of plan saved to them in other places, either in the same or other classes of work.

On the Crown side it is argued that no matter how much the cost is so increased, the contractor must by the terms of the bargain, bear it without relief or reimbursement from the Government.

We feel satisfied that this contention of the contractors is not sound or reasonable. Courts of justice construe contracts so as to give effect, if possible, to every part of them; but to accede to the contractors' proposition, would be treating the language of this clause as idle words, and it would also be inconsistent with the spirit as well as with the letter of the bargain.

We have no hesitation in rejecting the interpretation proposed by the contractors, but we are not prepared to say that the very letter of the clause would be followed by courts of justice, in view of other parts of the document as well as of the surrounding circumstances and of common sense, which is sometimes appealed to, to throw light upon the intentions of parties.

We feel that there is some limit to the changes which engineers could call for within the bulk price. We cannot say, however, that we have no doubt where that limit is, and we do not wish to assume the responsibility of describing it in any instance more closely than is necessary for the decision of the particular case under consideration.

We refer to the question at greater length in our general report.

In this case the contractors offered and agreed, for the bulk price, to build, amongst other things, all the structures of masonry mentioned in the bill of works. The quantities given were—

1st class	1,500 yards.
2nd class	5,220 "

And they intimated that they had valued the work at $12 per yard for first-class, and $9 per yard for second-class.

According to these figures, they undertook masonry worth, in the aggregate, $64,980.

There is no evidence to show that the works originally designed were worth less than this sum. On the contrary, the claimants have proved that some of the foundations were deeper, and required more masonry than was expected. Such contingencies were within the bulk price and, therefore, increased the quantity undertaken by the claimant. But assuming it to be worth no more than $64,980, the evidence shows that these claimants were, by the changes of design, required to do only what would amount to $54,288, at the prices asked by them.

In February, 1874, just before Mr. McGaw undertook to complete the section, and when there was no masonry to speak of left unfinished, except the Amqui bridge, Mr. Hazlewood returned an official estimate of all the masonry done and to be done on the section. It was 1,800 yards of first-class and 2,688 of second-class, in all 4,488 yards. That estimate included 716 yards of first-class for the Amqui bridge. The