The Chief Engineer replied that he would not agree that the cost of the work should be increased and refused to approve of the change, except on th condition that no additional cost should be involved.

Upon this the contractors agreed to do the work as proposed by then without extra cost, and it was executed and paid for accordingly.

It is shown, and it has never been questioned, that the change gave th Commissioners and the City of Quebec a better sewer. (Evidence of Murph) pages 223, 224 ; Evidence of Boswell, pages 1080, 1081.)

As regards the alleged change in respect to security for the performanc of the contract, it would appear to have reference to the substitution of a uncertified cheque of O. E. Murphy for $25,000, endorsed by N. K. Connoll for a certificate of deposit from the Union Bank for the same amount (S evidence of Verret, page 480). There is a difference between Mr. Thoma McGreevy and Mr. Verret about this transaction, the former claiming that h intended the letter on which the latter gave up the certificate to show, as th one produced does show, that he objected to the substitution, the latter cor tending that the letter now produced is not the one on which he acted, an which he most positively states contained the word "No," so that instead reading "I see objection, &c.," it read "I see no objection, &c."

This dispute, however, has nothing to do with the Department of Publi Works. Murphy, Verret and Thomas McGreevy were the only parties t the transaction.

Here it may be once more pointed out that this South Wall contract wa awarded by the Commissioners themselves under the authority of the Statut and that the only relation of the Public Works Department to this work wa that it was the duty of the Minister of that Department to recommend th necessary advances as the work progressed (See abstract of Statutes above Statement of Sir Hector Langevin, page 1063).

Bearing this distinction in mind, it will be seen that none of the charge under this head affect the Department of Public Works.