were completed. The last clause of the bill of works give notice that the bulk price was to cover "upholding and maintaining the whole of the works until their final acceptance at the close of the contract."

We allow nothing on Item 10.

Item 11.

Rock ditching in cuts after line was accepted by Mr. Hazlewood, not shown in bill of works, 5,000 feet at 50 cents.. $2,500 00

As just mentioned, the evidence does not show that the line was formally accepted by Mr. Hazlewood as completed under the contract, but it supports the opinion that he was willing to relieve the contractors from making the ditches through the rock cuttings, according to their specification and contract; and they left them in a shape that satisfied him at the time. Afterwards, however, and before the whole work was finished, his superior officer insisted on the ditches being made as originally intended. It appears that putting them in the proper shape then cost, per yard, about twice as much as if it had been done before the contractors left them in the first instance. The whole outlay was about $2,500, and, under the circumstances, we think the extra cost, that is, half the outlay, ought to be allowed. We allow $1,250, which increases the whole price from $254,888 to $256,138.

Item 12.

First-class masonry built instead of second class, as per specification (first-class being at $12 per yard and second-class at $9), 5,000 yds., at $3, being excess in cost $15,000 00

The bill of works gave for Section 14, 1,500 yards of first-class, and 5,220 yards of second class masonry, in all 6,720 yards. All that was built was finally estimated at 1,834 yards, first-class, and 2,688 yards, second-class, in all 4,522 yards, so that the quantity, at all events, is much exaggerated in this demand. Mr. McGaw, in his evidence, alleged that the whole masonry was not substantially diminished by changes of design, and this led us to procure a new estimate on the subject.

We give, in Schedule B, the result of a fresh measurement of the whole masonry, made in October, 1883, showing the total to be about 4,458 yards, or a saving of 2,262 yards—one-third of that originally designed.

Compensation for improvement is, of course, claimed only on that which was intended to be inferior—that is, the minor structure, designed at first to be of second-class masonry. Those structures contained, according to the evidence, about 3,000 yards, instead of 5,000 yards, as here stated.

According to the original design, all the bridge work was to be of first class; and as bridge work was increased from causes other than changes of grade and location, it follows that the first-class masonry was increased to some extent, at all events, without thereby entitling the contractors to extra pay.

The minor structures (culverts) were designed at first to be of second-class masonry, except in the arches and other specified places. The claim in this item is based, as aforesaid, upon improving the class of masonry in those minor structures.

Upon the whole evidence, we think a considerable portion of this work was made at greater expense than the specification called for, but it was not made equal to first-class. One of the claimant's witnesses described it as about half way between first and second class.

The difference in value between those classes was stated in the tender schedule at $3 per yard, so that if the claimants were allowed $1.50 per yard, that is half the said difference, on all the masonry that could have been improved beyond the original design, they could not get more than about $4,500.

Whether they are entitled to anything, depends on the proper interpretation of clause 4 of the contract, which is as follows:—