

SECTION 8.

Mr. Macdonald, by a contract in the usual form, dated 1st November, 1869, undertook to construct this section, and to finish it on or before 1st July, 1871, for the bulk price of \$100,000, which he has received in full. His claim concerning Section 8 is entirely for extras, as set out in Schedule A, page 67. We deal with the items of it *seriatim*, and find that the Crown is not liable on any of them.

Item 1.

200 ft. of fencing, at \$9 per 100 ft..... \$18 00

The fencing done was nearly this much in excess of the quantity named in the bill of works, but by the bargain the quantity to be covered by the bulk price was not in any class of work confined to that named in the bill of works. On the contrary, the agreement was that no extra pay would be given, though such quantities should be exceeded.

Item 2.

Earth in excess of bill of works, 7,550 yds, at 25c..... \$1,887 50

This demand, as it is shaped, is answered by our remarks in Item 1, for it does not allege that the excess was due to change of grade or location, whereby alone the bulk price could, under the contract, be increased. It is described here, and in Mr. Macdonald's evidence, as the alleged excess from all causes over the quantity mentioned in the bill of works. He testified, however, that in some places change of grade did lead to increased work.

The contractor employed Mr. Blackie, an engineer, to take measurement over Section 8, for the purpose of making up this claim, but in his instruction to that gentleman, he ignored all diminutions. No evidence was offered on the part of the contractor to show whether changes of grade and location caused, on the whole, an increase or a saving of work. We have, however, a statement of 1st of February, 1875, prepared by Mr. Schreiber, with the assistance of Mr. Hazlewood, which shows all such savings and increases, amongst them 8,450 yards of increase in earth excavation. This, however, does not help the contractor, for taking both decreases and increases, the balance is \$1,291 against him.

The items are as follows :—

Diminutions.

Earth excavation, 5,600 yds. at 16c.....	\$	896 00
Rock " 2,400 yds. at 80c.....		1,920 00
Masonry, 3 yds. at \$8.....		24 00
Paving, 1½ yds. at \$2.....		3 00

In all.....	\$	2,843 00

Increases.

Earth excavation, 8,540 yds. at 16c.....	\$1,352 00
Masonry, 25 yds. at \$8.....	200 00

	1,552 00

Net diminutions..... \$1,291 00

Mr. Macdonald was chargeable with this sum under the terms of his contract, but he admits, in his particulars, that he has received the bulk price (\$100,000) without any deduction, and the Government having paid him in full, without making the charge, it is not necessary further to allude to it.