

5. The Chief Engineer is not, by the contract, made an arbitrator between the parties, so as to bind either of them by his conclusion on the value of contract work, or extra work, or the state of the accounts.

6. The contractor cannot, as a matter of right, recover from the Crown interest on money over due to him.

We have made a special report on each claim which we have investigated, in all fifty-four, and we set out in Schedule C a list of those claims, and (without interest) the respective amounts demanded, in all \$4,146,207.06, and the amounts, if any, allowed, in all \$148,705.62.

GEO. M. CLARK,
FRED. BROUGHTON.
D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 26th March, 1884.

SCHEDULE A.

Showing for each section (1.) The bulk price diminished or undiminished as the case was, by changes of grade or location, and omission of bridge superstructure. (2.) The work expected to be done for it. (3.) The work actually done for it. And (4.) The net diminution in favor of the contractor.

Section.	Name of Contractor.	Bulk price diminished by deductions for grade and location, and omission of Bridge Superstructure.	Specified work expected to be done for the diminished price in addition to any covered by the item of "Omissions and Contingencies."	Work actually done for it exclusive of Extras.	Diminutions.
		\$	\$	\$	\$
3	Berlinquet & Co.....	451,340	434,433	266,892	167,541
4	Smith & Pitblado.....	435,125	406,511	389,924	16,587
5	Alex. McDonell & Co.....	513,400	499,741	455,226	44,515
6	Berlinquet & Co.....	412,946	429,506	295,820	133,686
7	E. A. Jones & Co.....	549,450	525,041	488,921	36,120
8	Duncan Macdonald.....	98,709	111,064	100,652	10,412
9	Bertrand & Co.....	341,480	339,394	234,044	105,350
10	Duncan Macdonald.....	393,237	514,702	497,293	17,409
11	Grant, Davis & Sutherland.....	61,713	72,013	65,055	6,958
12	Sumner & Somers.....	560,100	689,524	651,224	38,300
13	W. E. McDonald & Co.....	919,653	894,558	751,810	142,748
14	Neilson & McGaw.....	237,075	235,683	186,798	48,885
15	Bertrand & Co.....	317,440	299,279	147,401	151,878
17	S. P. Tuck.....	416,400	470,179	370,541	99,638
18	R. H. McGreevy.....	588,374	622,521	524,083	98,438
23	Grant & Sutherland.....	276,750	275,686	193,454	82,232
		6,573,193*	6,819,835	5,619,138	1,200,697

* In addition to this specified work, some not specified was, in almost every case, expected to be done, and was covered only by the item Omissions and Contingencies—for this the respective contractors named in their tender schedules sums or percentages, which in the aggregate amount to \$277,422. We take no notice of this undefined work on either side of the account, which in our judgment has the effect of making the comparison more favourable to the executed work than it should strictly be.