

**Railway Construction—
Contract No. 13.**

Language of document signed by sureties

How interpreted by Department.

Contract for work between Fort William and Shebandowan.

Change in location caused contract to terminate near Sunshine Creek.

Line shortened.

**Railway Station Buildings, Pembina Branch—
Contract No. 49.**

**Railway Construction—
Contract No. 13.**

Claim for compensation.

Marcus Smith took charge of settlement of this claim.

Contract No. 33.

the contract was entered into. They were not sureties guaranteeing that the tenders would be adhered to by the parties tendering.

1024. That is not the language of the document they sign. I will read it:—"And in case this tender shall be accepted, we hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required; and we offer as sureties for the carrying out of all conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this tender for that purpose." Has the interpretation of this undertaking in the Department been that the sureties are not liable until the contract is entered into?—Yes.

1025. Have you the tender of Sifton & Ward?—Yes; I now produce it. (Exhibit No. 39.)

1026. Have you the contract based on this tender?—Yes; I have here the original contract. I will produce a copy to be filed.

1027. This contract is for work between Fort William and Shebandowan. Has the contract been fulfilled?—I find at page 388 of Mr. Fleming's general report for 1877 the statement that "after the contract was let, a change was made in the location of the line which cut off about 12½ miles at the westerly end and reduced the quantity of work about one-third. The contract now terminates at a point near Sunshine Creek, length 32½ miles."

1028. Without reference to Mr. Fleming's report, are you not aware that the length of the line was shortened?—Oh, yes.

1029. Has the work which has been done by Sifton & Ward under this contract been accepted as a fulfilment of their duty under it?—I shall look in the Department and refer to the reports on the matter.

1030. Have you, within your own knowledge, any estimate of the expenditure upon the portion abandoned, and which was originally included in this contract? Or is that to be obtained from some other branch of your Department?—I have not. The engineers will give you that information.

1031. Can you produce now Mr. Dickson's tender for contract 49?—Yes; I now produce it. (Exhibit No. 40.)

1032. Are you aware that compensation was claimed by the contractor on this contract 13 for the keeping of men some weeks before the engineer arrived to locate the line?—I am aware that there was such a claim.

1033. Do you remember who took charge of the settlement of the claim?—My recollection is that it was Marcus Smith, Acting Chief Engineer.

1034. Can you produce the bill of works for contract 33?—Yes, I now produce it. (Exhibit No. 41.)

1035. Can you produce the specifications for contract No. 33?—Yes; I now produce them. (Exhibit No. 41½.)