

This item is made up on the same method as the last, charging, first, the alleged increase in masonry at rates claimed to be fair (in fact they are the schedule rates) for the first location, and then adding the expenditure due to this particular place.

First, as to the quantity. The evidence is to the effect that 640 yards would have been required on the old location, and 770 yards were finished on this; that entitles the claimants to the difference (130 yards), but they claim 320 yards more, because they say the bill of works did not name enough for the old location.

That claim is certainly not based on a change of location, and we could not recognize any inaccuracy in the bill of works, however it occurred, as a reason for adding to the bulk price, without ignoring the principle laid down in that document as well as in the contract, namely, that the quantities were not guaranteed and that no extra price would be paid if they proved to be inaccurate. As a fact, these contractors built on the whole section very much less masonry than the bill of works indicated. We allow on this bridge, 130 yards at \$12, equal to \$1,560.

Much of what we said concerning roads in Item 4 applies to the charge of \$1,000 in this item. We think the evidence justifies us in allowing that, as well as the charge for hauling, except \$75 for the lime and sand, which was included in the contents of masonry and is covered by 770 yards.

This bridge was on the new location above mentioned, and about half a mile from its site, according to the first design. The new alignment was made at the suggestion of the resident engineer (Mr. Carr). In giving evidence on this item before Mr. Shanly, he said: "The new location was at a lower level, a longer interval, that would be flooded with high water than in the old one."

Mr. Taylor testified that there was a good deal of extra labor at the bridge on the new location; that "the foundations would not have been nearly so bad (judging) from the testing they had at the crossing on the old line. There was a larger body of water at the new alignment."

Mr. McGaw's evidence explains the particulars, showing that pumping, &c., was required on the new location, and as far as we can judge from all the information that had been obtained concerning it, would not have been necessary on the old one. On Item 5, we allow:—

For increased masonry	\$1,560 00
“ road	1,000 00
“ hauling material.....	270 00
“ pumping, &c.....	700 00
	\$3,530 00

This increases the whole price from \$243,683 to \$252,213.

Item 6.

Crib-work for protection of embankment not required by original bill of works, 500 feet long, at \$12 per foot. \$1,000 00

This crib-work was near the St. Pierre bridge. A ditch by which a large swamp was drained into the river was continually giving away, and this cribbing was made to protect it. It was undoubtedly due to the change of location, and, on the evidence, the quantity and the rate charged are fairly established. We allow \$1,000, which increases the whole price from \$252,213 to \$253,213.

Item 7.

Tobegoto River Bridge—

Increase of 100 yards masonry over quantity shown in original bill of works (300 yds. being built instead of 200), at \$12.....	\$1,200 00
Earth-work executed over original quantities, caused by raise of grade, an average of 2 ft. for 1,200 ft., 1,860 cubic yds., at 25 cents.....	475 00