

quantity of earth required, in addition to that from lime cuttings, and from local borrow pits, to complete the embankments, chiefly on the section between Eagle River and Keewatin, as shown approximately in the schedule of quantities. As it will not be possible to complete some of the embankments one by one from each borrow pit in the ordinary way within the specified time, temporary trestle or other staying will have to be generally used to carry construction trains forward. The rates for excavation in the tender must include all such temporary works, in accordance with the 31st clause of the specification. Special attention is directed to the profile of the line, where all known information is given respecting the character of material available for forming embankments. It will be observed that the localities so far discovered as likely to yield a considerable quantity are limited. Accordingly, if no other more convenient localities are found, the haul will be unusually long at the undermentioned places, and parties tendering may give special prices in their tenders for this work.

Haul 1 to 16 miles between the 241st and 273rd miles, approximate 1,265,009 cubic yards.

Haul 1 to 8 miles between the 273rd and 289th miles, approximate 385,000 cubic yards.

Haul 1 to 2 miles between the 293rd and 295th miles, approximate 250,000 cubic yards.

The attention of intending contractors is specially directed to this matter, as the maximum rate of haul, under all ordinary circumstances, is established by the 18th clause of the specification.

It is possible that material may be found as the work progresses between the above mentioned points, and thus reduce the quantity estimated for long haul.

These clauses were printed as an "addenda" to the ordinary specifications, as Nos. 19 and 20, and are specially referred to in the schedule of quantities carried out at the time tenders were invited under these numbers (*vide* schedule).

The profile, too, on being examined, will establish, beyond the reach of dispute, that the fills were to be made by rock borrowing, and the embankments to be constructed in the manner we have hereby pointed out.

Again, on the specifications under the head "timber structures," being paragraphs Nos. 33 to 42 (both inclusive), and more especially Nos. 40 and 41, being examined, it will become apparent that the pile driving called for by the contract was not for the lakes and bays, but for streams, and it is impossible to conceive that the engineer could have so far erred in the quantity of pile driving as the difference between 28,000 feet and 180,982 feet, nearly seven times as much, would demonstrate, if the change was not one not thought of long after the contract was made. Then see what is stated in paragraph 10 of the "memorandum for contractors."

The printed quantities in the forms of tenders are intended fully to embrace all the work specified and required to be executed under the contract. Allowances sufficiently liberal, it is believed, will be added to cover shrinkage of material, subsidence of embankment in soft ground and waste. These quantities may therefore be generally taken as maximum quantities. The contract will accordingly stipulate that while the work on completion may cost less than the total amount of the accepted tender, that amount must not be exceeded.

While, therefore, not disputing that the Chief Engineer, with your sanction, might make certain changes in the character of the works, we are advised that no such changes which completely alter the contract ever were or could, by any reasonable assumption, be presumed to have been intended by either the Government, when the contract was let, or by any contractors who tendered for it, as it most assuredly was not by us, either when tendering or when entering into the contract, and that, therefore, in the proper construction to be given to the contract, no such change is permissible as a matter of law. Even if the contrary were so, we submit, that dealing with the Government of a great country, we are entitled to rely on honorable, straightforward dealing, and that neither you, Sir, nor the other Ministers of the Crown would be willing to take advantage of the strained construc-