(4) INSUBANCE.

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Mr. Fellowes had the barge insured for one year, from the 12th of September, 1910, for \$6,000, being the value of the harge. A premium of \$480 was paid. There were also insured at the same time the derrick, diving outfit, and compressor, and the pump, for which a premium of \$132 was paid.

Insurance was placed on the men employed, and a premium of \$236 paid. It will be noticed that although the harge was only chartered until the 1ith of January, 1911, the insurance was taken for one year, from the 12th September, 1910, as also on the derrick, diving outfit, compressor, and pump.

Mr. Fellowes was asked if he had anything to do with the insurance on the Ida E., to which he answered:

"A. Yes, we pay the premiums, but they (the City Treasurer's Department) as a rule look after the insurance part of it. I think we have just one insurance.

"Q. Was the refund obtained there? A. Not to my knowledge.

"Q. Whose duty was it to see the refund was got? A. I do not know.

"Q. What would be the refund? A. Ahout \$230."

The City Treasurer stated the insurance was put on hy the Engineer, hut that he paid the premiums. He promised to apply for a rehate on the premiums.

(5) RENEWING THE CHARTES OF THE BAROE.

The charter of the barge Ida E. ran out on the 11th of January, 1911, when Capt. Horn raised the price to Mr. Lesslie to \$16 a day from that date, and Mr. Lesslie arranged with Mr. Fellowes to charge the engineer and firemen's time from January 11th, to the City, he, Mr. Lesslie, to pay Capt. Horn the additional charter from the same date. The harge continued in the service of the City until the 28th Fehruary, 1911, when the owner took her over.

(6) MR. LESSLIE CLAIMS RENTAL FROM 12TH SEPTEMBER, 1910.

Mr. Lesslie claims that he was entitled to the rent of the hoat, the derrick and diving outfit from the time he took the hoat over, namely, the 12th September, 1910, that he was delayed in fitting up the boat by reason of the City not supplying him with the centrifugal pump and engine referred to in his agreement until some time in Octoher, and gave the following evidence as to same:

"Q. Should not you have had this boat in shape for work before you start charging for her? A. No, we did not get that pump for quite a long time. We wanted the pump the first thing; we could not do anything.