

largest in the world, and the work was therefore quite unfamiliar to both engineers and contractors. As a consequence plans were frequently changed, much extra work was found to be necessary, and prices were several times revised by the Crown. The extent of these changes will be evident from the fact that while the original contract price was about \$275,000, the total amount eventually paid to the contractors (exclusive of a claim for about \$40,000, which is still pending), was \$655,893.42. The first revisions of prices were obtained in May, August, and September, 1900. In the negotiations leading up to them the defendants were represented by Mr. A. W. Fraser, K.C., and Mr. J. T. Lewis, but after the revisions were granted these gentlemen ceased to have any connection with the matter. Further differences arose as to extras and as to prices, and Mr. N. A. Belcourt, K.C., and later Mr. G. H. Watson, K.C., were retained by defendants to press their views on the government. As a result of these representations the Department of Railways and Canals consented in September, 1901, to a reference of the matters in dispute to 3 engineers for inquiry and report. This agreement was embodied in two documents, one relating to concrete prices only, whereby the Minister of Railways and Canals undertook to submit the findings for the consideration of the Governor in council, and the other relating to the balance of the disputed items, whereby the chief engineer of the department undertook to embody the findings in an estimate. In neither case was the award to be binding on the Crown. The amount paid up to this time or shortly afterwards on the basis of the old figures was \$520,754.86, and the amount claimed by the contractors before the board of engineers was \$420,837.37. The recommendations of the board, as eventually figured out, meant an allowance to the contractors of \$31,856 for concrete, and \$162,186.41 for other work, but of this latter sum it is said that about \$35,000 would have been payable in any event. The board further recommended the payment by the government of interest and costs, though these matters were in no way referred to them. The inquiry by the board was of an informal nature, and neither party was represented by counsel, the connection of Messrs. Belcourt and Watson with the matter having practically ceased on the obtaining of the two agreements of reference. After the arbitrators had come to a decision, plaintiffs were retained to supervise the preparation of their award, which is dated 18th January, 1902, and