

Q. So that he might be supposed to do a certain amount of extra hard work, and yet be tolerably well paid for it?—Yes, but we cannot get contractors to do any extra work without paying for it.

Q. His price being high for that kind of work, he might not be supposed to lose altogether on the rock taken out, beyond the prism?—No, but it has been returned up to the present as loose rock.

By the Honorable Mr. McLelan :—

Q. Supposing he did not put it into the embankments. Supposing he cut it down as you have drawn it theoretically; would you not require more material to make up your embankments eventually?—Certainly.

Q. And that material would have to be borrowed?—Yes, but we would not borrow rock for it. We would put in earth to make up the deficiency. Of course he has taken this rock out, and it has gone into the banks. To that extent it is useful; but if we had to do it of our own choice, of course we would not put in rock at that high price; we would ask him to put in earth at the contract price, 37 cents, instead of rock at \$1.75.

Q. In this case do you measure as solid rock or as loose rock?—We measure it as solid rock, and return it as loose rock. Two yards of solid rock, when broken up and dumped into a bank, will make up three yards of embankment, so that if the cutting had only 200 yards of solid rock, and the bank 300 yards, by the time you had taken out all the solid rock the bank would be made up.

Q. You could not make it up with 300 yards of earth?—No; it would take 300 yards, and the ninth of 300 yards to make that bank up with earth, that is one-ninth more than the original quantity in the cutting.

By the Honorable Mr. Macpherson :—

Q. Is it in the cuttings you measured it?—Yes.

By the Honorable Mr. Haythorne :—

Q. Do these rock embankments ultimately settle down?—No; not on dry land, but they do settle some in the water.

Q. Do they not settle on the land when traffic goes over them?—It is imperceptible; the mere dumping over the bank settles them.

Q. Could not that change have been anticipated in drawing up the specification, and a provision made that it would be considered a just thing to give the contractor this allowance?—I do not think it was anticipated.

By the Honorable Mr. Penny :—

Q. You do not consider it a just claim?—Mr. Fleming has conferred with me with reference to several of these items, and I know as far as the specification goes, it embodies Mr. Fleming's views of it. It is binding on us unless his representative comes along and tells us to interpret it in a certain way, and I take it as Mr. Fleming's authority for interpreting it in that way. We never discussed the point of estimating this extra rock until Mr. Smith came along. We would not return the rock, and the fact is, the contractor was very far behind with his estimates. A month after Mr. Smith made the order, we were obliged to put it in as loose rock, and it swelled the estimate, not only by that month's work, but by what was held back besides. Mr. Fleming's view of the subject, as I understand it, is, that if the cutting has to be taken out beyond the slope, as required by the specification, and the rock is of a shaley character that will not stand, and it has to be taken out beyond the specified form, all he could possibly expect was to be paid for it at earth prices, because if we had to borrow to make up the embankment, it is earth we would have to borrow, and he would only be allowed for the material he takes out to please himself, the price of the kind of material that we would put into the bank. That accounts for the increase of the quantity over our estimate of last year. Of course in all other items there may be modifications, but the general result would have been pretty much what I made it to be last year, but for the change due to this extra quantity as loose rock.