

claimants, however, say that they did at this place 750 yards, or thirty-six more. This would make the total 4,524 yards; and assuming that the contractors made it all equal to first-class masonry, at their price, \$12 a yard, their whole case would amount to this: that instead of calling upon them to do, 6,720 yards, worth \$64,980, which the engineers could clearly have done within the bulk price, they required them to build 4,524 yards, worth \$54,288.

We do not hesitate to say that the engineers might direct such a change as this, without giving the contractors a claim to an increased amount. We allow nothing on Item 12.

*Item 13.*

Extra work in foundation of culvert at Cedar Hall, 1,000 ft. timber, at 30 c. (\$300), and extra work and pumping (\$100), in all..... \$400 00

This charge is not based upon a change of grade or location. The evidence in support of it goes to show that the claimants were ordered to build one culvert at Cedar Hall, which, by diverting a stream, was made to answer the purpose of two, intended by the first plan, and that the foundation was more expensive than was to be expected from the information given by the bill of works; but that information was given with the express notice that its correctness was not guaranteed. It is not attempted to prove that this culvert cost more than the two would have cost, had the first design been carried out.

We allow nothing on Item 13.

The whole price to which the claimants are entitled, including extras, is, therefore:

According to our judgment . . . . .	\$256,138
On which has been paid . . . . .	238,000

Leaving a balance due, of . . . . .	\$18,138
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This work was finished in August, 1874, Mr. Neilson, one of the contractors, is dead, and Mr. McGaw now makes the claim as his surviving partner.

In Schedule C we show the allowances made by us and the effect of them on the account with the contractors.

In our judgment the Crown was, on 1st September, 1874, liable to pay Messrs. Neilson & McGaw, for works on Section 14, the sum of \$18,138.

GEO. M. CLARK.  
 FREDERICK BROUGHTON.  
 D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.  
 OTTAWA, 7th March, 1884.

P.S.—Since the above was signed we have been instructed to report also the liability as it would be should the Government waive the right to charge for the diminution of work caused by the omission of the wooden bridge superstructure.

In this case the liability would be thereby increased from \$18,138 to \$26,538.

GEO. M. CLARK.  
 D. E. BOULTON.

OTTAWA, 20th March, 1884.