

July, 1872, for the bulk price of \$245,475. The agreement contained the usual provision for increasing or diminishing that price, as the work might be increased or diminished by changes in grade or location, and also one, which in most cases was in a separate agreement, for deducting the price of the wooden superstructure of bridges at specified rates, should the Government decide to substitute iron.

At the end of 1872, most of the work was done; the remainder, including the Amqui bridge, was completed afterwards by Mr. McGaw alone, the partners having, between themselves, agreed upon a dissolution. He has at times claimed compensation for what he thus did, as if it could be dealt with irrespective of the contract with his firm; but the claim is made before us upon the basis of the original contract, as far as the whole work covered by it is concerned.

The wooden superstructure of the bridges was not supplied by these contractors, and the clause by which the bulk price was to be thereby reduced requires us to diminish that price to \$237,075. The original design included four bridges of one span each: one of 100 feet, one of 80 feet, and two of 30 feet. The prices named in the schedule were as follows:—100 feet, \$4,000; 80 feet, \$3,200; 60 feet, \$2,100; 40 feet, \$1,200. There was no price for a 30 feet span. We assume the two 30 feet spans to be equivalent, at the least, to one of 40 feet, and on this basis we deduct, for superstructure, \$8,400, leaving \$237,075 as the price, under the contract, for the whole work, subject, of course, to further variation for increase or decrease by changes of grade or location.

Starting with this price, we take up, *seriatim*, the items in the claim submitted to us, the particulars of which are given in Schedule A, hereto attached:

*Item 1.*

4,400 yards earth to raise grade between Stations 994 and 1,009, a distance of 1,500 feet, on an average, 3 feet above original grade, at 25 cents per yard..... \$1,100

The grade was raised near this locality to the average height alleged; the maximum was about 3 feet, and the average about  $1\frac{1}{2}$ .

Evidence was offered to show the increased quantity to be as here stated, but the witness had not the figures with him, and depended principally upon his memory. He said, however, that his calculation was based on what the profiles showed, and that from them the correct quantity could be again ascertained as accurately as he could give it.

From the profiles, we have ascertained that between Stations 970 and 985, there was a raise of grade which increased the earth excavation by the quantity here claimed; and as no charge is made for this place, we assume it to be the one to which this item alludes.

On the principle explained in our general report, we allow, for increases or decreases caused in this way, what we consider their actual value, irrespective of the price named in the tender schedule; and for this increase we allow 25 cents per yard, which is \$1,100 on Item 1. This brings up the whole price from \$237,075 to \$238,175.

*Item 2.*

One cattle-guard constructed above number in bill of works, occasioned by Government building new road across the railway, when finished, from Sandy Bay to Metapedia Road..... \$400 00

*Item 3.*

One extra cattle-guard constructed above number in bill of works, occasioned by change of alignment at Sayabec..... \$400 00

These cattle-guards were clearly made necessary by changes of location. The only question is as to their value. Mr. McGaw testified that they were worth as much as those of which he estimated the value when he was tendering, and that his