

RECAPITULATION.

RETURNS.	Amount of Debentures.			Interest to 5th Decr. 1826.			Amount of Debentures redeemed.			Amount of Interest paid on Debentures.			Full int. to the dates when the debentures are payable &c.			Total amt. of debentures outstanding & unredeemed with int. up to the dates when the same are due and payable &c.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Amount of Return No. 1	11668	13	4	3009	8	10	20000			5768	15	4	3800			17435	8	8
do. of do. „ 2	10333	6	8	1750	15	6½	5000	13	4	2422	9	2	1920			12340	15	10
do. of do. „ 3	8000			1177						960			4320			12320		
do. of do. „ 4	25000			802	10	39-15				390			6000			31000		
Aggregate amount	£ 55000			6739	14	541-5	25000	13	4	9541	4	6	16040			73596	4	6 C'y.

Receiver General's Office, York, 2nd December, 1826.

JOHN H. DUNN, H. M. R. G.

B.

First report made by the Burlington bay commissioners, during the 3d Session of the 9th Provincial Parliament, to his Excellency the Lieutenant Governor, and by him transmitted to the House of Assembly on Friday the 15th day of December, 1826.

To His Excellency Sir Peregrine Maitland, Knight commander of the most noble military order of the Bath. Lieut Governor of the province of Upper Canada, major general commanding His Majesty's forces therein: &c. &c. &c.

The Commissioners appointed by your excellency in conformity to the provisions of two several acts of the Legislature of this province for making a navigable canal between Burlington Bay and Lake Ontario, MOST RESPECTFULLY REPORT:

That the severe weather in the beginning of the winter having formed a body of ice on Burlington bay, of sufficient thickness to carry teams, the contractor availed himself of it to form the pier intended to protect the canal through the beach (which separates the bay from the lake) and in this he completely succeeded before the ice broke up, not however without affecting a few cribs, near its extremity which were displaced to the level of the water, the injury sustained is of little moment, and will be remedied so soon as the advance of the season permits work to be done in the water.

This occurrence, however, points out the necessity of ice breaks in Burlington bay,—In lake Ontario no ice whatever was formed at any time during the winter, at all to put to hazard the works erected in it, which had been carried to some extent in the autumn, as our former report will have informed your excellency, and it was not till the gale on Thursday se'night that a breach was effected in the northern pier. Its violence has hardly ever been equalled notwithstanding which a vessel of considerable burthen rode under shelter of the breakwater through the whole storm, which she could not possibly have done in the open lake, and this circumstance is another proof of the utility of the undertaking, as vessels could not so early in the season navigate the lake without great risque of shipwreck nor sail so late in the fall of the year—the damage done to the side pier, although considerable in extent, can be easily repaired as the season advances, being no deeper than the water surface and its occurrence is no proof of the instability of the work as the cribs were but partially filled with stones, and the piling (originally intended to insure its safety) had been altogether omitted by the contractor, owing to the floating pile engine having been rendered useless by one of the gales, in the fall of the year.

Early in the winter the last cassun added to the north wing of the breakwater in Lake Ontario about forty feet in length proved insufficient to withstand the almost continued gales of wind which took place, and at last, being undermined at its extremity, tumbled over so as to form an angle of at least 45° with its former position, which position it has retained through the whole of a most tempestuous winter, and will add greatly to the security of the works yet to be made to that quarter of the breakwater, which are proposed to be enlarged so as to enclose it and form a head which, when filled with stone and secured with piles at short intervals, we feel confident, will constitute a permanent work, at same time this proves that the bed of clay does not continue the whole extent of the breakwater, as was thought to be the case when originally put down, indeed this advantage seems to be possessed by the centre only, as the cassun at the southern extremity has also been partially undermined and fallen off from the rest of the work the space of about three feet at the top which will make it necessary to secure this extremity in the same manner as the northern one, and the engineer has laid down the mode of doing it on a plan, a copy of which accompanies this report for the information of your excellency and to explain the situation of the two wings of the breakwater, the nature of the damage to which it is exposed, and the mode proposed to guard against a recurrence in future.

These damages and occurrences made it extremely desirable that the assistance of the engineer should be retained, but he had without asking our consent or having our concurrence made engagements in Nova Scotia and New-Brunswick which (in point of emolument) made it convenient to him to leave a work which had been begun under his superintendence and plans, at a time when difficulties first made their appearance and when (if at any time) scientific knowledge was required to remedy the damages done, and to add those securities, without which (in all probability) what has been done will be utterly lost; under this impression we deemed it our duty to write the letter to him dated 13th instant, a copy of which accompanies this report as also his answer. The knowledge intimated in which of his intended departure, we have only in common with the rest of the public, we would however most willingly have acquiesced in any matter benefiting his private fortune had it comported with our public duty.

The allowance made to him of £400 currency, all of which he has received, must be deemed fully adequate, more particularly as he only paid occasional visits from Queenston to it, and at same time superintended the erection of the monument there—we also consented to his visiting Nova-Scotia and New-Brunswick, last summer, for which he was handsomely remunerated by those provinces and yet in addition to the £400 currency, first given, he demanded £55 for two and a half months superintendence over the time lost in going to those provinces (which he had made up) and during which two and a half months he did not visit the works more than three or four times—made mostly on his occasional visits to York, where he was a contractor to build the bank.

The accompanying copy of agreement with the contractors, which we submit to your excellency, shews that the work was to be completed by the 1st of October last, yet there can be no doubt that, early last season, it was evident to every body that it could not be done, and if such was the case to the most casual observer, surely an engineer could not be ignorant of it, and with that knowledge before him to form the engagements mentioned in his letter is, (to say the least of it) most extraordinary—notwithstanding such conduct on his part on this occasion, we acknowledge we felt disposed to favour his leaving us, and with that view requested he would make such estimates of the value of the work done, and the work to be done, as would at least prevent any difficulty on settling with the contractor, on the completion of the work—we however found on investigating this estimate (copy of which is also submitted to your excellency as well as those for the months of) so many errors, whether intentional or from inadvertency we will not take it upon ourselves to say, that no dependence whatever could be placed on it, as regarded either the work done or to be done—and moreover he added a large sum for damage already sustained by contractors during the prosecution of the work, although expressly