

dress explains itself, and gives the reasons why it is presented at this time.

I was not aware until quite recently that upwards of 5000 yards of masonry was the quantity upon which estimates were made, at the time of the receipt of tenders for contract, though I am aware that 5048 yards is given in the detailed estimate of 1833. I have never computed in detail the amount of masonry necessarily involved in the plan, which was exhibited for the basis of tender, but am satisfied that it would not amount to 5000 yards; whatever it is, there would be added with propriety a considerable amount for extraordinary work—all of which would be rubble work. The representations of the Contractors concerning the cutting or face work of the two plans I shall consider correct: they say that "the expensive part remains the same." Now evidently, if the backing is reduced, the Contract is injured equal to the number of yards of masonry by which the original number is reduced; and this difference at the contract price, less by the expenses of the same, complete in place, which, I think, may be put at 12s. 6d. per yard. Our present plan will give a little more than 4000 yards; the exact number is not yet positively computed. 5000 yards I consider a very liberal allowance for the original quantity: the difference between the original number and the number of the present plan, will give the number upon which I propose to pay 17s. 6d. per c. yard for each Lock.

I have the honor to be,

Sir,

Your most obedient Servant,

J. B. MILLS.

Cornwall, 26th May, 1836.

*Ordered*, That the claim of the Lock Contractors be deferred for future consideration.

A communication from Mr. J. B. Mills, relative to the claim of Messrs. Chas. Kerr & Co. was read as follows:

JONAS JONES, Esquire, *President, &c.*

Sir,

From a note I just received from Mr. Wright, I find that he construed the clause on the contracts relating to the valuation of work in view of changes precisely as I do. Suppose a change made by which a contract is damaged to a certain amount; and suppose another change is made in the same contract, by which it is advantaged to the same amount, do not the two changes balance one another, and leave the contract in as good circumstances as it was originally? Thus I consider to be the case of Section No. 3. For the addition to the slope of the embankment on the inside amounting to about 19,000 yards, I should consider 8s. d. a fair price. It was made in the winter upon the ice, and 1s. 3d. per yard has been paid for it.

I am, Sir,

Your obedient Servant,

J. B. MILLS.

Cornwall, 26th May, 1836.

A communication from Benjamin Wright, Esquire, Consulting Engineer, relative to the claim of Charles Kerr & Co., was read as follows:

JONAS JONES, Esquire.

DEAR SIR,

In relation to the claim of Kerr & Co. on Section No. 3, I pray you to say to those gentlemen, that I do not feel ready to decide the price for the embankment taken from excavation. I want a little more time to reflect upon the words of the Contract, and see how they bear upon a decision. This is sufficient for the present, as I intend to be here again in July, and shall have more time to think and examine the whole matter.

Yours truly,

B. WRIGHT.

May 23d, 1836.

*Ordered*, That the claim of Messrs. Chas. Kerr & Co. be deferred for future consideration on the return of Benjamin Wright, Esquire.

Twenty-two tenders for the execution of the work on Sub-sections A, B, C, D, E, and F (part of Section No. 1) were submitted and examined.

The tender of Angus & Alexander Mac-

Donell for Sub-section . . . . . A was accepted.

David Ballantine & James

Hervey . . . . . B was accepted.

Simon Frazer, Junior . . . . . C was accepted.

The tender of Robert Howison, John Tenant & Jno. Hervey . . . . . D was accepted.  
Charles Kerr & Co. . . . . E was accepted.  
John Reid & Robert Shephard . . . . . F was accepted.

*Ordered*, That the work on the Sewer Culvert at Cornwall, be proceeded with as the Resident Engineer may direct.

*Ordered*, That the construction of the Cornwall Sewer be proceeded with in a direction westwardly as the Resident Engineer may direct.

*Ordered*, That the sum of ten pounds be paid to Hugh Cameron, in full of his demand for stone taken from his quarry and for all damages attending the same.

The Agent submitted a statement of the claims for damages adjusted by him, viz: The claim of—

Mr. Austin Shearer—amount . . . . .	£353 8 9
Mr. Jacob Brown " . . . . .	24 11 6
Mr. William Stuart " . . . . .	15 12 9
Mr. William Service " . . . . .	124 10 0

*Ordered*, That the claims of the above persons, as adjusted by the Agent, be paid.

The Report of George Phillpotts, Esquire, Resident Engineer, relative to Section No. 4, was submitted and read as follows:

Sir,

With reference to Mr. Mills' Report of the 21st ultimo, and a resolution of the Board thereon, respecting the prosecution of Section No. 4, I have the honor to report to you that the Contractors are not proceeding with this work, and therefore it becomes my duty to declare and pronounce the contract for this Section "void and of no effect," and to recommend that the Commissioners will proceed to enter into a new contract with some other person.

I have the honor to be,

Sir,

Your most obed<sup>t</sup> humble Serv<sup>t</sup>,

GEO. PHILLPOTTS, C. R. E.

Honorable P. Vankoughnet,

*Chairman, &c.*

*Ordered*, That the contract for Section No. 4 having been declared by the Resident Engineer to be "null and void," the sureties for the fulfillment of the same be called upon to complete it, and in default of doing so, that the same be advertised for contract, and that they be held accountable for all damage that shall be sustained in consequence of their non-fulfilment.

At a meeting of the Commissioners, held at Cornwall on the 12th July, 1836.

*Present*.—Honorable PHILIP VANKOUGHNET,

HIRAM NORTON,

PETER SHAYER,

JOHN McDONELL,

} Esquires.

In the absence of the President, the Honorable P. Vankoughnet took the Chair.

The minutes of the preceding meeting were read.

The Books, Accounts of Disbursements, and Vouchers were examined and approved.

The Estimate of work on the Canal, from 1st to 30th June was submitted and ordered to be paid.

The Resident Engineer submitted a Report on the progress of the work, &c., which was read as follows:

*St. Lawrence Canal Office,  
Cornwall, July 12, 1836.*

Sir,

I have the honor to submit herewith the Estimate of the work performed on the different Sections, Locks, and other parts of the Canal, which, with the Report thereto annexed, will give full information as to the progress made during the past month, and the number of men employed, which I am happy to say has been much increased.

With respect to the masonry of the Locks I have been very much disappointed at the small quantity of work performed. This has been owing to a want of proper supply of cement which the Contractors for this part of the work allege that they have been disappointed in receiving from the persons who engaged to supply them with this indispensable material.