

of the embankment at 1s. 3d. per yard, being reduced by embankment from excavations at 9d. per yard. This reduction was charged to an alteration of the line, which increased the excavation of the Section, causing a surplus of 19,000 yards. This surplus was carried into embankment and became embankment from excavation. Another change took place by which the dimensions of bank were increased, and the embankment at 1s. 3d. was increased accordingly. This increase happens to be just equal to 19,000 yards: it follows therefore that the quantity of embankment at 1s. 3d. per yard is not really reduced at all. They have the same amount of embankment at 1s. 3d. but they have an increase of embankment from excavation equal to 19,000 yards. This in my opinion does not form a proper basis of complaint of damage.

I have the honor to be,

Sir,
Your obedient Servant,
J. B. MILLS.

Cornwall, 20th May, 1836.

The Resident Engineer submitted a Report upon the claim of Messrs. Kerr & Co. laid before the Board on the 11th inst. as follows:

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

Sir,
Concerning the communication of Messrs. Kerr & Co. of the 11th instant.

1st. *As to Section No. 2.*—There has been no alteration of the line on this Section since the contracts were made more than occurred by connecting and straitening the lines which happened to be originally not perfectly true. The lines were raised upon the same tangents and the cords of the curve were projected from the same deflections, and we found the amount of error, when collected at one extreme point, amounted to about seven feet. Now I do not consider this case an alteration of the line, as it does not change the character of the work in the circumstances in which it is to be performed. In relation to the quantities from the Engineers' book, I remark once for all, that all the time the plans, &c. were exhibited for tenders, a statement was in the office made from very imperfect data giving the quantities of excavation and embankment upon each Section. This statement was sometimes reluctantly shown to Contractors, and they were at the same time particularly told that it was imperfect, and that I would not be responsible for it, or its disagreement with final results. This is perfectly in the recollection of my assistants that were at the same time in attendance in the office, and the same caution was given to them when necessary concerning the sinking of the bank below our levels on Section No. 3; at present I have nothing to say as it is a question which can only be determined by very particular and more extended examination hereafter.

I have the honor to be,
Sir, &c.

J. B. MILLS.

Canal Office, 20th May, 1836.

The Consulting Engineer submitted the following remarks upon the claim of Messrs. Kerr & Co. for extra expense of wheeling 19,000 yards of earth on Section No. 3:—

"By Mr. Keefer's information in relation to Section No. 3, 1 1/2d. per yard in addition to the 9d. ought to be paid to the Contractors for the 19,000 yards drawn and deposited in embankment from excavation and the same additional price for all remaining to be drawn in same situation.

BENJ. WRIGHT."

The Resident Engineer submitted a Report relative to the prosecution of the work on Section No. 4, as follows:—

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

Sir,
It is advisable that some arrangements be made for the prosecution of Section No. 4. No one responsible for the prosecution of the Section appears to be at hand, and there is money held back for work done on that Section by Messrs. Kerr & Co. also for work done by Mr. Brown who is now engaged upon the Section. If this Board please the business can be settled by abandoning the work as far as the contract with Rogers & Co. is concerned.

Respectfully,

J. B. MILLS.

Cornwall, 21st May, 1836.

Ordered, That the Engineer direct the sureties for the

completion of the contract on Section No. 4 to proceed with the work immediately.

The Resident Engineer submitted a Report upon the claim of Messrs. Truax & Co. as follows:

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

Sir,
It is not strictly a correct representation that the losses of Messrs. Truax & Co. which occurred in the winter of 1834-35, originated in conforming to my *express desire*. If they lost money at that time it originated in a contingent circumstance over which I certainly had no control, and upon which I have heretofore expressed my views.

I have allowed for sinking of the bank on Section No. 12, as much as my judgment will allow. If more is allowed, I think it must be determined by examination.

The Engineer "has thought proper to add 3d. to the 7d." it being thus distinctly agreed upon originally.

I have the honor to be,
Your obedient Servant,
J. B. MILLS.

Cornwall, 20th May, 1836.

Ordered, That the 1st and 3d items in the claim of Messrs. Truax & Co. are inadmissible, and that an examination of the bank on Section 12 be had, when the work is completed to ascertain the exact extent of sinkage.

The Resident Engineer submitted a Report relative to the works in progress in the town of Cornwall.

JONAS JONES, Esquire, *&c.*

Sir,
In view of the probability of the Board being called upon to construct one or more bridges for the accommodation of the town of Cornwall, I propose to suspend for the present the prosecution of the contemplated road culverts, the sewer and the dock in this town, as, in case bridges are constructed, a different arrangement will be advisable, whereby a considerable expense will be saved—said arrangement I shall distinctly communicate to the person who may succeed me in charge.

I am, Sir,
Your obedient Servant,
J. B. MILLS.

Cornwall, 20th May, 1836.

Ordered, That the works referred to in the foregoing Report be suspended, and that the Engineer arrange with the Contractors for the materials delivered.

Messrs. R. & P. McKay submitted a claim for extra work on Lock No. 4, which was referred to the Resident Engineer to report upon.

Mr. Sewel-Cutler, and Mr. H. Manson submitted claims for stone taken from their quarries at Mille Roches, which were referred to the Agent.

The President submitted a communication from George Phillpotts, Esquire, Captain Royal Engineers, which was read as follows:

CORNWALL, 11th May, 1836.

Sir,
Having understood that the Commissioners for the Improvement of the Navigation of the River St. Lawrence are in want of a Resident Engineer to superintend the completion of the work lately commenced from Cornwall upward in consequence of the resignation of Mr. Mills, I beg leave, with the permission of Major General Sir John Colborne, Commanding in the Canadas, to offer my services, should the Commissioners be disposed to accept them on the same terms as they have hitherto employed Mr. Mills.

I have the honor to be,

Sir,
Your most obedient Servant,
GEO. PHILLPOTTS, C. R. E.

To Jonas Jones, Esquire,
President, &c.

A communication from Peter Fleming, Esquire, Civil Engineer, was submitted and read as follows:

To the Honorable the Board of Commissioners for the St. Lawrence Canal.

GENTLEMEN,

Understanding that a Civil Engineer is about to be wanted by you to conduct the execution of the Saint Lawrence Canal, I beg the indulgence to be al-