

Letter from Commissioners to Major Hillier.

Burlington Beach, 17th June, 1826.

SIR—

We are happy, through you, to inform his excellency the lieut. governor that the canal into Burlington bay will be so far completed as to admit the entrance of vessels by the first proximo—and as we are desirous of availing ourselves (at as early a period as possible) of the advantages it will afford to the trade of the country—and also of the revenue which will thereby accrue towards re-imbursing the sum borrowed, for its construction—solicit his excellency's permission to open it on that day—and also if convenient to be honored with his excellency's presence on the occasion.

We have the honor to be

Sir,

Your most obedient humble servants,

(Signed)

JAMES CROOKS,
MANUEL OVERFIELD,
ROBERT NELLES,
WM. M. JARVIS,
Commissioners.

Major Hillier, &c. &c. &c.

AGREEMENT BETWEEN THE COMMISSIONERS AND BURLINGTON BAY CANAL CONTRACTORS.

THIS INDENTURE made the fourth day of August in the year of our lord one thousand eight hundred and twenty four, between the hon. Thomas Clark of Stamford, in the Niagara district, Esquire, James Crooks, Manuel Overfield, William Chisholm, and John Willson of the district of Gore, Esquires, commissioners appointed under and by virtue of an act of parliament passed in the fourth year of the reign of our sovereign lord George the fourth, of the first part, and James G. Strowbridge—John W. Hayes and John McKeen canal contractors of the second part—WHEREAS by virtue of the said act of parliament entitled “an act to provide for constructing a navigable canal between Burlington bay and lake Ontario the governor, li. governor, or person administering the government of the province is vested with full power and authority, from time to time, to nominate and appoint certain commissioners to superintend, contract for, and direct the due performance thereof, and otherwise to act in compliance with the terms and specifications of the said act—AND WHEREAS, by virtue of the said act the said commissioners were duly appointed & public notice by them duly given setting forth the plan, section, dimension, and construction of the (said canal required, and the said James G. Strowbridge, John W. Hayes, and John McKeen the parties of the second part having agreed to contract, undertake, finish and complete the said canal according to the proposals or terms already made known by the said commissioners and printed specifications hereunto annexed.

NOW THIS INDENTURE WITNESSETH that the said James G. Strowbridge, John W. Hayes, and John McKeen for and in consideration of the agreements, conditions and provisions hereinafter in that behalf contained HAVE and each for himself his heirs, executors, and administrators, HATH covenanted, granted and agreed to and with the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Willson, their and every of their successors in office—that they the said James G. Strowbridge, John W. Hayes, and John McKeen their heirs executors and administrators or some one of them shall and will well and truly undertake finish and in every respect complete the said canal or works at Burlington bay, in a substantial, permanent and workmanlike manner composed and made up of the best materials corresponding in every respect with the accompanying plans, drawings, specifications, restrictions, and conditions set forth and exemplified in the papers marked, 1, 2, 3, 4, 5, 6 and 7 hereunto annexed. FURTHER the said James G. Strowbridge, John W. Hayes, and John McKeen contractors as aforesaid, DO for themselves their heirs, executors, administrators and assigns covenant and agree to and with the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Willson in manner following, that is to say, THAT they or either of them, their or either of their heirs, executors, and administrators or some one of them shall and will (as the advance of the works require) from time to time, find provide and supply all and any of the materials of every description and quality required in and about the structure and completion of the said canal, and no further claim or expect of and from the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Willson, commissioners, any support, materials, labour or advances other than as stipulated and hereinafter recited. And also the said James G. Strowbridge, John W. Hayes, and John McKeen, contractors as aforesaid for themselves, their heirs, executors, and administrators DO & each for himself DOTH covenant and agree to and with the said Thomas Clark, Jas. Crooks Manuel Overfield, Wm. Chisholm & John Willson commissioners, as aforesaid, that they the said James G. Strowbridge, John W. Hayes, and John McKeen, the parties of the second part or some one of them shall and will from time to time, as the said works or canal shall progressively advance, give due personal attendance to the correct performance thereof, to the ample satisfaction of the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Willson commissioners as aforesaid, and their engineer, Francis Hall, esquire, or such other person as said commissioners may appoint, which works or canal hereby contracted for shall and are hereby required to be executed, constructed and finished and in every respect rendered navigable and perfect on or before the first day of October which will be in the year of our lord one thousand eight hundred and twenty five—and in case the said canal or works forming the same after passing the inspection and receiving the approval of the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Willson and Francis Hall, esquire, their engineer, or such other person as said commissioners may appoint, shall be damaged injured or in any wise deteriorated by any unforeseen event or casual accident which cannot be attributed to defect of work or skill in the construction, that the damage so sustained as aforesaid, shall not be sustained by the said James G. Strowbridge, John W. Hayes and John McKeen, as it is the intention true intent and meaning hereof that they are only liable or responsible for the work while in progress and after the completion for the good substantial and workmanlike construction thereof.

AND FURTHER in consideration of which said work, materials and labour so to be made, constructed, erected, provided, found and furnished as aforesaid, they the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Willson, commissioners, for themselves their and each of their successors in office—DO and each for himself DOTH covenant, promise, and agree to and with the said James G. Strowbridge, John W. Hayes and John McKeen their executors and administrators and to and with every of them by these presents—that is to say, that they the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Willson, commissioners, their successors in office, shall and will well and truly pay or cause to be paid to the said James G. Strowbridge, John W. Hayes and John McKeen, their executors, administrators and assigns the sum of eight thousand five hundred pounds of lawful money of Upper Canada, subject always to any diminution or extension of the work proportionally agreeable to said specification and by instalments at the expiration of each and of every month during the progress and advancement of the works.

FURTHER that they the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm & John Willson, commissioners, as aforesaid, or their successors in office, or some one of them—shall at the commencement of the works advance to the said James G. Strowbridge, John W. Hayes and John McKeen, contractors as aforesaid, the sum of one thousand pounds lawful money of Upper Canada to enable them from time to time to collect materials—employ labourers, artificers and other workmen—they the said contractors finding adequate and ample security for the advance so made and that the future instalments or progressive payments shall be regulated by the monthly report of one of the commissioners and the said engineer Francis Hall, esq. or such other person as the said commissioners may appoint under the express condition and restriction that the said commissioners shall not be made liable to any advance of payments during the continuance of the work, beyond seven eighths of the contract price stipulated as aforesaid—the other eighth part remaining in the hands of the said commissioners until the canal required by the act of parliament the annexed proposals and requisition are finally inspected and duly approved of by their engineer.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year above written.

(Signed)

MANUEL OVERFIELD,
WILLIAM CHISHOLM,
JOHN WILLSON,
THOMAS CLARK,
JAMES CROOKS.

(Signed)

JOHN McKEEN,
JAMES G. STROWBRIDGE,
JOHN W. HAYES.

Signed, Sealed and delivered in presence of G. Chapman, witness to the signatures of the contractors.