

Rails, we will merely say that a nearer approach to uniformity is impracticable, and that a thousand tons of Rails, or one hundred for that matter, never were or never will be rolled without more or less variation.

"2. The ends of the Rails are said to be unevenly sawn off, and on enquiry of the manufacturer, we learn that some of the largest Rails might possibly be a little off the square, but not sufficiently so to interfere with a close fitting, provided a little extra care was taken to attain that object. We may however state that the Rails in this country are generally roughly filed at the ends where there is any of the irregularity complained of.

"3. With respect to the rolling and general finish of the Rails, independently of their being inspected by one of the best men in the trade, *you had every opportunity given you of inspecting them both at the works and when in course of shipment here.* And as far as our experience goes we may safely assert that we never saw a better article sent out from this port.

"We must enter our protest against the delay and inconvenience we are experiencing in not being put in funds in accordance with the terms of the contract. We have submitted without a word of complaint to the loss inflicted upon us by the strict interpretation the Commissioners have exacted from us in respect to the rate of interest to be allowed on our cash advances. We contended that 5 per cent. was named at the time the contract was made, simply because it was the then Bank of England rate, and that we were entitled to a corresponding advance if that institution raised its rates, but we at once conceded this point when you referred to the contract, and exacted a literal compliance therewith. We claim the same compliance on behalf of yourself and the other Commissioners, and beg you will take immediate steps to place us in funds for the balance of our account, with Bank of England rate of interest added from the 14th inst., the date we ought to have received the remittance, until we are in funds.

"Yours, &c.,

"NAYLOR, VICKERS & CO."

"SECRETARY'S OFFICE,

*Fredericton, 7th September, 1858.*

"SIR—After having written to you on 29th June, and agreeably to the request in your note of 29th July, sent you a copy of Messrs. Naylor & Co.'s letter to you of 22d June, and of your reply thereto of 27th June, I have now to acknowledge the receipt of your letter of 18th August, which I have carefully perused, touching the loss on Railway iron. I remain of opinion that my letter of 29th June contains a more correct recital and better arrangement of the facts of the case, and decidedly more valid conclusions than are to be found in your letter of 18th ultimo.

"In my letter of 29th June, I noted and answered your argu-