

I referred to this matter in my letter to you, dated 4th August, 1879. When I reduced the quantity of rough stone, estimated to 1,000 cubic yards, and stated that unless the contractors began to work it up I should have to reduce it still more.

I allowed the rough stone at Queenston quarry to remain at the above figure until the end of December, 1879, when instead of turning the stonecutters to work upon it, the contractors discontinued stone cutting.

In my letter to you, dated 6th January, 1880, I wrote: "On the 18th December, 1879, stonecutting was discontinued at Queenston quarry, and as a large quantity of stone, suitable for backing for the Aqueduct, has not been worked up, I have reduced that item in materials delivered to what appears a fair allowance. The contractors will probably complain of this reduction, but if it is not found profitable to work up this stone at the present season, it is not likely to be so when stonecutters have a greater choice of work in the summer."

From the fact that the contractors have within the last week commenced to quarry for a few stones at Queenston, required to complete a course on the G. T. R. Bridge piers at Port Colborne, it would seem that in allowing them 300 cubic yards of rough stone I had been too liberal.

It may be well to mention here that the contractors are not as careful with materials delivered, and upon which advances are made by the Government as they should be, to which I referred in my letter to you, dated 4th August, 1879, and as then stated, unless more care is taken it will be my duty to lessen the amount of these allowances.

With reference to the last clause of the letter. I must remark, that "the most modern and improved machinery," which the contractors speak of employing will be of no avail, unless men of experience in such works, as are contracted for on section 27, are employed by the contractors to carry on the works, and that such has not been the case, the copper dam testifies.

I believe it is a principal of common law, that one cannot claim prospective damages, and on this principle, I must protest against the concluding remarks in the letter which are as follows:—"Should, however, delays occur they must be attributed to conditions imposed by the engineer in charge, &c., &c."

February 19th, 1880, last night the water in the Chippawa River three feet ten inches below freshet level, the coffer dam leaked to such an extent as to put twelve feet of water in the pit this morning, and at a point in the dam, mentioned in the earlier part of this letter, the water passed over the top of the dam.

A heavy leak also occurred at the point where the coffer-dam joins the present Aqueduct, and had the clay been removed from in front of the oblique wall, where the contractors complain of my preventing them working, the very difficulty which I guarded against would probably have occurred.

I will now return to the first clause in the letter not yet commented upon where the writer disclaims any responsibility for the delays that have occurred.

When the coffer-dam failed on the night of October 10th, 1878, with a head of only 4ft. 10 in. of water against it, will the contractors say that they were not responsible for it?

Had the coffer-dam been reliable at that date the writer would have found it in good shape, and the unprofitable expenditure recorded above would have been saved, and repairs avoided in the winter season when frost made them almost impossible.

Had the coffer-dam not failed October 10th, 1878, the lapse of time by consolidating the puddle would have added to its strength, instead of its being a wreck as it is to-day (January 20th, 1880) with the water standing in it at within a few inches of the same level as the water in the Chippawa River.

If I had exercised the control given to the engineer by the contract to such an extent as to justify the complaint of "continued interference and dictation as to the mode of carrying on the work" apart from the coffer-dam, a sufficient reason for doing so would be found in the want of judgment and experience exhibited by the contractors in the execution of the coffer-dam work which was entirely under their control.