

Expenses connected with Arbitration :—

Paid out by W. G. Thompson per account.....	\$13 00
Richard Miller, Esq., Barrister, account for drawing up blank award.....	15 00
Total.....	<u>\$28 00</u>

J. PAGE.

To all to whom these presents shall come.

I John Page, of the city of Ottawa, the County of Carleton and Province of Ontario, Esquire, the Chief Engineer of Canals of the Dominion of Canada--SEND-GREETING :

Whereas by an instrument in writing under the hand of the Honorable John Henry Pope, the acting Minister of Railways and Canals for the Dominion of Canada, acting on behalf of Her Majesty Queen Victoria as such Minister, and under the seal of the Department of Railways and Canals of Canada bearing date the twenty-fifth day of March, A.D. 1881, after reciting whereas John Hunter, James Murray and Merritt Andrew Cleveland, all three of the City of St. Catharines, in the County of Lincoln and Province of Ontario, carrying on together the business of contractors as partners under the name, style and firm of Hunter, Murray & Cleveland, had entered into a contract with Her Majesty Queen Victoria, represented by the then Minister of Public Works, on the twenty-sixth day of September, in the year of Our Lord one thousand eight hundred and seventy-seven, for all the work required to be done on and embraced in section number seventy-seven of the enlargement of that certain public work known as the Welland Canal, in the said Province of Ontario, such contract to be fulfilled by the first day of June, A.D. 1881; and further reciting that whereas the said contractors having represented themselves to be experiencing difficulties in executing the works contracted for by them and having applied for permission to relinquish their contract to the Government, and the Chief Engineer of Canals having reported to the effect that little had been done on the said work except providing part of the materials, and that no unforeseen difficulties of any extent had been experienced, and further, that the construction of the coffer-dams required and the unwatering of the foundation of the new structure could not be done by the most experienced contractors under the best management for less than double the amount set down for the purpose in the said contract of the said Hunter, Murray & Cleveland. The said contractors were permitted by an Order of His Excellency the Governor General in Council, bearing date the 27th day of October, A.D. 1880, to relinquish, upon terms thereafter arranged, the contract held by them for the works embraced in said section 27 of the Welland Canal enlargement; and also reciting that the said contractors having on the 8th day of March, A.D. 1881, expressed their willingness to accept the decision of me the said John Page, such engineer as aforesaid, with a view to arrive at a settlement for the work done by them; and another Order in Council was passed on the 23rd day of March, A.D. 1881, authorizing that under the authority of the Act of the Parliament of Canada, intituled "An Act respecting the Public Works of Canada (31st Victoria, chap. 12)." I, the said John Page, Chief Engineer of Canals of Canada, should be constituted sole arbitrator for determination of the amount to be paid to the said contractors; it is witnessed that the Honorable John Henry Pope, the acting Minister of Railways and Canals of the Dominion of Canada, acting on behalf of Her Majesty Queen Victoria, as such Minister thereby referred to, the sole valuation, arbitration and award of me the said John Page all claims made, stated or alleged by the said "Hunter, Murray and Cleveland," against Her Majesty the Queen, for matters arising out of the therein mentioned contract and all matters arising thereunder and in respect of such claims, whether made on the part of the claimants or of Her Majesty, and the said Acting Minister of