

put an inspector over the work, in order that they may be satisfied that future failures (if any) are not due to defective work upon our part, but to the holding ground of the piles.

As it may be found impracticable to get in the concrete foundation proposed, and since the specification provides for the alteration of bearing piles, it would be a source of greatly increased expense to us, as well as cause much loss of time if these are ordered only after the concrete has proved impracticable. We, therefore, repeat our request that we be authorized to provide bearing piles before the excavation is completed.

We have the honor to be, Sir, your obedient servants,
HUNTER, MURRAY & CLEVELAND.

F. BRAUN, Esq., Secretary Railways and Canals, Ottawa.

OTTAWA, 15th September, 1880.

GENTLEMEN,—Your letter of the 11th inst. relative to the Aqueduct at Welland has been received, repeating statements and suggestions made in your previous communication on the subject.

In reply I am directed to invite your special attention to recent official letters addressed to you which will be found to deal conclusively with the various matters which have been brought under notice, some of which you still appear desirous of keeping before this Department. I am also requested to inform you that it being now fully seven months since the collapse of the structure you saw fit to form for a coffer-dam, it is considered that a more efficient way of showing your intention should now be adopted than that of writing indefinite letters.

I am, gentlemen, your obedient servant,

F. BRAUN, Secretary.

MESSRS. HUNTER, MURRAY & CLEVELAND, Welland, Ont.

ST. CATHARINES, 18th October, 1880.

SIR,—We have the honor to state that, in view of the unforeseen difficulties attending the building of the coffer-dam for the foundations of the Aqueduct on section 27 of the Welland Canal enlargement, and the difference of opinion existing between the Government and ourselves in regard to responsibility for delay in prosecuting the work, we propose to relinquish our contract to the Government and abandon all claims, trusting that the Government will return to us our securities deposited for said section and pay us for all work done, material delivered and cost of preparation for doing said work; the quantity and value to be determined by the Chief Engineer of Canals.

Trusting that in considering the amount we are to receive you will remember the difficulties encountered by us in the prosecution of the work, as well as the large expenditure we have made, amounting to \$85,000 more than the estimates we have received, which sum has been faithfully expended in carrying on the work, for labor performed, material delivered, and preparation for doing the work in quarries and elsewhere, and that you will see the justice of paying us such an amount as will compensate us for the large outlay we have made.

We have the honor to be, Sir, your obedient servants,

HUNTER, MURRAY & CLEVELAND.

Hon. Sir CHARLES TUPPER, Minister of Railways and Canals, &c., Ottawa.

We, the undersigned, sureties for Messrs. Hunter, Murray & Cleveland for the performance of their contract with the Government of the Dominion of Canada, for the construction of the Aqueduct on section 27 of the Welland Canal enlargement, do hereby concur in the foregoing letter

JOHN W. COY,
T. HEALEY.