

were frequently unable to pay the men in full. This was a serious injury not only to the men, but to the Contractors, and has been a general cause of their present misfortunes, as it is a well known fact that unless workmen receive their wages regularly no good can be expected from them, nor the same quantity of labour. By reference to the errors as detailed in the 74th page, it will be seen that in many estimates, the amount thus kept back from the Contractors was from 500 to £850, and which certainly might have been prevented by proper attention in the Engineer.

A fifth cause by which the Contractors suffered in an eminent degree, was their being obliged to cart the earth for great lengths to form the embankments, but particularly off the surface of the roads, when it might have been procured more conveniently had the Engineer permitted it. This is fully explained in the foregoing pages, also by many of the preceding affidavits, as well as by the following order from the Engineer.

St. Johns, 26th November, 1834.

“As you are short of earth I wish you to take the embankment from the road, making the surface of the road even and giving it a dip backwards to prevent the wash from the road injuring the Canal bank. You can begin at Mr. Marchand's, on section 4, and work upwards, taking care to make passages for the inhabitants from their houses to the road.”

“Yours, &c.

WM. R. HOPKINS,

*Engineer.*

“Messrs. S. & S. R. Andres.”

To all the expenses and unnecessary outlays, as already stated, could be added many others, which subjected the Contractors to the most grievous expenditures and loss of time; such as sinking below Canal bottom—having to raise in the course of the excavation much slate, hard-pan and quick-sands not mentioned in the original report—having to land stones for building the Locks, and afterwards having to re-ship them in consequence of the Engineer having altered the height of the courses, and the innumerable alterations made by the Engineer, all of which operated in no slight degree against the interest of the Contractors, but for which no charge is made in the foregoing accounts of extra work, as the Engineer did not consider them as extra, and the Contractors were unwilling to make any charge with which he could find fault, consequently confined their charges to what has either been acknowledged as extra by the Engineer or by the Commissioners themselves in their several reports. We have only one observation more to make. The facts on which our claims rest, were no secret between the Engineer and ourselves. The public along the Canal were aware of them; the Commissioners knew them; (yet they did not do as the Commissioners on the Cornwall Canal did, advance the price of the Contractors thirty per cent.) and the Contractors