

By the change made in some portions of the road to be constructed by permanent trestle work, instead of by embankments, there is a difference as follows viz. :—

	Ft.	
The trestle work is increased from.....	363,300	\$ 97,437 00
To.....	698,661	154,278 00
	<hr/>	<hr/>
Being an increase in quantity and aggregate price of.....	335,361	\$ 56,841 00
	<hr/>	<hr/>
	Yds.	
The earth borrowing is reduced from an estimated quantity of.....	1,900,000	\$685,300 00
To.....	687,686	249,231 44
	<hr/>	<hr/>
Making a money difference of.....		\$436,068 56

The result, briefly, therefore, is this: that in our contract, which Mr. Fleming, then Chief Engineer, estimated would cost \$4,500,000, but which we agreed to perform for \$4,130,707, there is now, by what is called a change in the works, a reduction made on the two items above, of sums:

On rock borrowing, of.....	\$ 737,506 00
On extra earth borrowing	436,068 56
	<hr/>
	\$1,173,574 56

Against which is to be set off a slight increase in the items of pile driving and trestle work.

Amounting on the former to.....	\$ 45,893 60
And on the latter to.....	56,841 00
	<hr/>
Making a total of.....	\$102,734 60

Such being the revolutionary change in the character of the work, it need not occasion surprise that we feel called upon to protest against it, and we do so for the reasons shortly stated below.

We assume that the Assistant Engineer proposes to make these to us vital changes under the provisions contained in the fifth paragraph of the contract. We desire at the outset to say, that we do not admit, but, on the contrary, we deny, that the changes have been made in the work, in pursuance of either the letter or spirit of the provisions in that part or in any other part of the contract contained, and in the observations we here make, we desire it to be distinctly understood that we do so without prejudice to our rights to object to the proposed alteration on this or any other ground that may be open to us.

But even if the changes proposed were in form, in accordance with the stipulations in the contract in that behalf, we have to say that we dispute the authority of the Chief Engineer or of the Minister to make changes of so radical and extraordinary a character which, in effect, degrades the road from that of a first-class roadway to one of a third or fourth rate character.

We respectfully invite your attention to the 99th paragraph or clause of the specifications respecting "rock borrowing," which is as follows: "In the forms of tenders will be found the item 'rock borrowing,' which comprises the material estimated to be required, in addition to that from lime cuttings, to form the parts of embankments through lakes and ponds. These will be carried about 3 feet above water level, which may vary from 10 feet to 50 feet under grade, according to circumstances.

Also to the 100th paragraph or clause respecting the "extra earth borrowing, which, for convenience, we also insert." Special attention is directed to the large