

in this tender, which was left with said James Moir Ferres. John Milne was present; Messrs. Ferres and Milne were to have one-third of the profits, and Memorialist two-thirds.

On the 17th March it was agreed that your Memorialist was to meet Messrs. Ferres and Milne, on the 19th, to go to the Canal Office with Milne and the securities. On the 19th your Memorialist met Messrs. Ferres and Milne at Mr. Ferres' house, they insisted that the securities would not be forthcoming unless your Memorialist would sign an agreement giving them three-quarters of my profits, your Memorialist to furnish the funds to begin the work, and to give Mr. Milne power to draw the amounts of the estimates as the work proceeded. Your Memorialist refusing, the said Ferres hinted as much as that your Memorialist could not get any benefit from any tender.

In the Commercial Advertiser Office and throughout this transaction, the said James Moir Ferres talked as if he was in the confidence of the Board of Works and in correspondence with it and with the Secretary, T. A. Begly, and Memorialist believes that he was. In fact your Memorialist's first tender offering to do the works for (as he believes) far less money than his last, was disregarded and the latter one approved, though in terms of the invitation of the Board of Works, too late. It did not reach the Board of Works until after the 20th February, 1855, as Memorialist has reason to believe. Your Memorialist, on the 19th March, wrote to the Chief Commissioner of Public Works offering to give other and new securities to the satisfaction of the Board, and offering to go on with the work.

And on the 23rd March, your Memorialist received for answer "That as the firm of Egan & Milne had failed to come forward to claim their contract, the Commissioner would take such course as deemed expedient"

That your Memorialist is ignorant of the fact of any such firm having ever existed. It may be, however, that the said James Moir Ferres has filled the aforesaid last tender to make it so appear.

In conclusion your Memorialist humbly prays that his first tender be yet accepted and acted upon. Your Memorialist is yet willing to carry out his undertakings as per said tender, and your Memorialist prays for communication and publication of all the tenders for the aforesaid works, on the Lachine Canal, received by the Board of Commissioners of Public Works before or since the 20th of February last, and of all or any correspondence between the said James Moir Ferres and the said Commissioners, or their Secretary, on the subject of the said tenders, or any of them, and your Memorialist prays an inquiry into the matter and for such proceedings thereupon in the interest of the public and for the honor of the Parliament, as may be thought fit.

And your Memorialist will ever pray.

(Signed,)

JAMES EGAN.

Montreal, 26th March, 1855.

(Copy.)

DEPARTMENT OF PUBLIC WORKS,
QUEBEC, 30th March, 1855.

Upon the Memorial of James Egan, Contractor, relative to the Tenders for certain work upon the Lachine Canal, the undersigned has the honor to report for the information of His Excellency the Governor General:

That the work of the earth and rock excavation, in the enlargement of a portion of the Lachine Canal, was advertised in the usual manner, in the Montreal and other papers, and the tenders (transmitted to His Excellency yesterday) were received in consequence.