

The specification also recommended, clause 1, page 7, that the inner and outer rows of piles should be connected at water level with cross timbers, and lower down that iron rods  $3\frac{1}{2}$  inches wide and  $\frac{3}{4}$  of an inch thick should be used with an arrangement for stopping the run of water along the rods.

Instead of this the contractors dispensed with the cross timbers at low water level; they used  $1\frac{1}{2}$  inch round iron cut down at the thread to less than an inch, and placed ten feet apart, and they dispensed entirely with the arrangement for checking the run of water along the rods. In the 9th clause of the letter they now propose that the rows of piles should be secured against spreading in the most efficient manner, which brings us back to the specification. I believe I have made it plain that what the contractors now propose to do is what was recommended in the specification, and if any statements as to what they did do are disputed, it matters little, as the contractors confess a failure. They propose a plan of operations as an improvement on what they have attempted and failed in, and that plan was identical with what they were recommenced to do, but departed from.

This matter of false economy I frequently brought before the contractors' notice, and referred to it in a letter to you, dated October 2nd, 1878, where I said: "by clause 2, page 9 of the specification, the contractor is responsible for the construction, suitability, stability and maintenance of the coffer dam."

"I have therefore considered that in advising additional precautions I was going to the extent of my authority, as by calling for their adoption I might, to a certain extent, be giving the contractors grounds for claiming, in case of a failure, that they had been relieved of their responsibility."

It will be seen from the few preceding words, that I was fully aware as to where the responsibility of the construction of the coffer-dams rested, and with that knowledge that I was careful to conform myself to suggestions, and not *instructions*, the contractors using that word in the last clause in their letter.

Had my suggestions, which were recommendations mentioned in the specification, been carried out, the contractors would not now be bringing forward the same ideas as an original proposal for overcoming difficulties created by themselves.

But concluding this letter, I would say that the contractors' proposal to work to the recommendation of the specifications as regards a coffer-dam would be a move in the right direction, were the site of the coffer-dams unencumbered, but to build such a coffer-dam outside the present wreck, to depend on that wreck for support, to have to cut away that wrecked support to make a connection between the masonry and the proposed new coffer-dam with other not unforeseen difficulties is, to me conclusive evidence.

Either the contractors do not yet realize the nature of the work, which on September 26th, 1877, they contracted to complete by the 1st day of June, 1881, or their letter has been written by some one unacquainted with the circumstances of this work.

From a knowledge of this work, the river and general surroundings of this work acquired, during seven years, close attention to the matter. I do not hesitate to say, that building another coffer-dam outside the present one, as advised in the letter under consideration is, in my opinion, open to the gravest objections.

The latter part of the last clause, which appears to be the pith of the contractors' letter, is a matter of law, I presume, and therefore not intended for me to report upon.

I have the honor to be, Sir, your most obedient servant,

W. G. THOMPSON.

JOHN PAGE, Chief Engineer of Canals, Ottawa.

OTTAWA, 12th June, 1880.

GENTLEMEN,—I beg to acknowledge receipt of your letter of the 31st ultimo, in reply to one from this Department dated 13th May, also a further explanation from you dated the 3rd inst.