

OTTAWA, 2nd September, 1880.

SIR,—As requested by the Hon. Mr. Langevin, I have carefully read over the accompanying letter dated 24th August, from Messrs. Hunter, Murray & Cleveland, contractors for the Aqueduct proposed to be built over the Chippewa River at Welland.

In reference to which it may be stated that the matters treated on in it have, for the most part, been dealt with in previous reports on letters sent in by the contractors; except that they now suggest that the first section of the Aqueduct should embrace four of the water ways or arches, instead of three as provided by the contract.

To allow this to be done might satisfy the contractors that they had, at last, succeeded in getting a change made upon which a claim might in some way be bolstered up, but it would not do away with the necessity of removing the wreck of the first dam before the foundation was put in, as what remained of it, now occupies the place where the south water-way and arch has to be formed. Besides, it would contract the service channel on the north side of the river during the whole time that the southern part of the structure was in progress, and to an extent that, in case of freshets, would not only lead to the flooding of a large tract of valuable land above Welland, but in all probability result in the destruction of the dam itself, besides endangering the stability of the present Aqueduct.

The responsibility of such a course, if fully known and considered, it appears to me the Department would decidedly object to allow any one to assume under any pretence or guarantee whatever.

It will be seen in the letter mentioned above, also in one from the contractors dated the 19th July, that it is stated they (the contractors) built the dam "with a length of pile and width of puddle approved by the Chief Engineer." I hesitate to characterize this statement as it deserves to be, and will only say it is the converse of true, and that the parties know or ought to have known that to be the case when it was written.

The contractors being held in every way responsible for the coffer-dams, naturally expected to have, and took, their own way of making them, and although the acting contractor did not object to listen to advice, he seldom, if ever, acted on any advice given.

It may further be remarked that it is stated in the specification that the piles of which the dams are formed "cannot be allowed to be pulled or drawn out, they must be cut off about the top line of the pitched stone invert of the water-ways." This doubtless shows that the piles were intended to be driven to a greater depth than the foundation of the permanent works; a matter which to most contractors would be self evident.

There are no objections to the contractors forming a dam in the manner stated in their letter of the 31st May last, *i.e.* "of hewed oak piles 45 feet in length, 14 inches in depth, driven close and so as to stand 6 feet above water, and to go 12 feet below bottom of excavation, and secured against spreading in the most efficient manner," provided that it does not encroach further on the water space of the river than stated in the contract.

It is, however, proper to remark that few or no such piles have been driven as yet, and so far as I could see on my last visit the greater number of piles delivered were from 13 to 13 inches diameter at the small end, squared for a few feet, or probably half their length.

The contractors are, however, presumed to have the privilege of making the dam in their own way so long as they confine it to the limits defined in the agreement.

There is no wish or desire to make any change in the extent, the depth or in the position of the structure, or to make any alterations whatever in the contract or documents on which it is based.

I therefore fail to see any reason or cause whatever for transferring to any irresponsible person or persons the determining of the course to be pursued, in a matter that the Department is able and fully competent to deal with and for which it is reasonably held responsible.