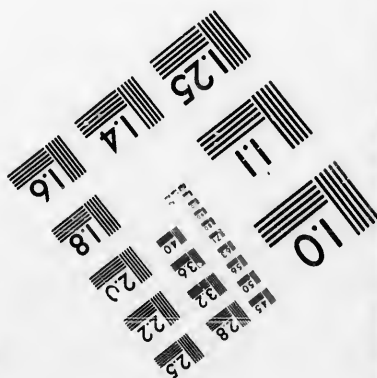
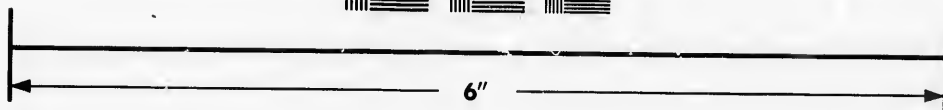
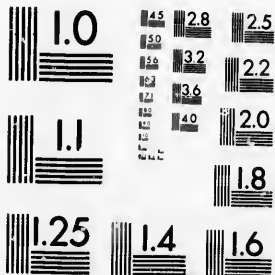


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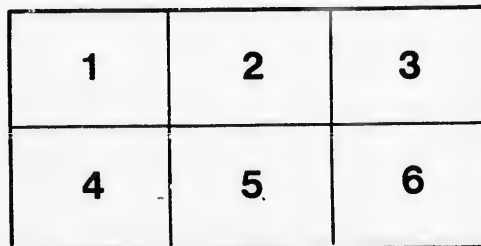
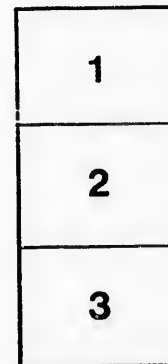
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BY

JAMES G. STROWBRIDGE,

Contractor for the Works at the Burlington Bay Canal,

AND

SEVERAL DOCUMENTS

Relating to the Works and the disagreement between the Commissioners
and the Contractor.



YORK :

PRINTED BY E. COLLINS, C. FREEMAN OFFICE.

1827.

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To His Excellency Sir Peregrine Maitland, Knight Commander of the Most Honorable Military Order of the Bath, Lieutenant Governor of the Province of Upper Canada, and Major General Commanding His Majesty's Forces therein.

THE Memorial of JAMES G. STROWBRIDGE, the resident and remaining Contractor for executing, finishing, and completing, the Canal between Burlington Bay and Lake Ontario,

MOST RESPECTFULLY SHEWETH,

That in the month of June, 1824, your Memorialist, in company with John W. Hayes and John M'Keen, entered into Contract with the Hon'ble. Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, & John Willson, Esquires, Commissioners appointed under and by virtue of an Act of Parliament passed in the 4th year of the reign of His present Majesty, to finish and complete the said Canal between Burlington Bay and Lake Ontario, according to the proposals or terms submitted by the said Commissioners, and according to the printed specifications by the said Commissioners then before published.

Journals of House of Assembly, 3d Sess. 9th Parliament. Appendix B. Report of Burlington Canal Commissioners. Prov. Stat. 4 Geo. IV. chap. 16.

That the plans and specifications on which the Contract was founded, were those of Mr. Francis Hall, the Engineer appointed by, and approved of, by the said Commissioners, to execute, finish, and complete which the Contractors were to receive the sum of £3500, a sum exceeding, by £500, the amount granted by the Legislature for the said purpose, which sum, however, according to contract, was liable to be either augmented or diminished in proportion to any extension or contraction of the work that might afterwards be ordered by the said Commissioners, while the work was in progress.

Contract printed in the Report of Commissioners— Journals of House of Assembly, Appendix B—3d Sess. 9th Parliament.

That of this sum, £1000 was to have been paid down to the said Contractors, upon their giving ample and adequate security, and the remainder in monthly instalments to be regulated by the report of Mr. Hall, or such other person as the commissioners might appoint, reserving however, one eighth of the whole in the hands of the Commissioners, until the Canal when finished should be finally inspected and approved of by their Engineer.

Same contract.

That the original plans and specifications were almost altogether changed, on account of their impracticability, that great additions were made to the first design; and the mode of executing the work in all things was almost totally changed; and that all this was done

Printed copies of the Reports of the Engineer, in Appendix B.— Journals of House of Assembly 3d Sess. 9th Parliament.

by the order of the Commissioners founded on the reports and advice of their Engineer.

That in consequence of the change and alterations in the said work, approved of and ordered by the Commissioners, the Contractor has been subjected to a much greater expenditure of money than was at first either expected or provided for;—that in all things, he has obeyed the directions and orders and followed and executed the plans of the Commissioners, and of the Engineer they appointed, and that this he has done in good faith that a fair remuneration would be allowed him for the great extra and unexpected disbursements which he was therefore under the necessity of meeting and providing for.

That over and above the alteration and changes in the work from the plans first agreed on, in no one instance has the Original Contract been fulfilled, on the part of the Commissioners. For 4 months, in the year 1825, during the absence of Mr. Hall, and when the work was urged on with every possible exertion, not one farthing was paid, and after the report of Mr. Hall to the Commissioners of Oct. 5th, 1824, not one of the Engineers' reports have been complied with or honored.

That in consequence of the Commissioners not having paid the money in instalments, according to the spirit and tenor of the Original Contract, the Contractor has been subjected to great trouble, difficulty, expense and vexation, has had his credit very materially injured, and has been subjected to losses, costs, and expenses more than would have covered one half of his Contract, besides vexation, harrassing, and grievance which he never would have felt or suffered had the Commissioners but observed common good faith with him.

That to give your Excellency an idea of the difficulties and trouble which Your Memorialist has had to encounter, he would refer Your Excellency to the report of the Commissioners of Dec. 30th, 1826, in which without mentioning that any difference or alteration had been made by their orders and sanction from the original design, and, without making any allowance therefor, the Commissioners proceed to say "that they feel convinced that the undertaking has been to them (viz. the Contractors) a losing one, one of which no person had formed a just conception at its commencement, nor of the difficulties and losses which they had to encounter, and which, if done at the original price must prove not only their own ruin but that of their securities, and many other individuals who have advanced necessaries of all kinds in furtherance of the work, on the faith that the Legislature

Journals of the
House of Assembly.
34 Sess. of 9th Parlia-
ment. Appendix C.

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"when a fair estimate was laid before them of the actual cost incurred, would generously step in and afford relief, by granting such additional sum of money as to them might seem just."

That in general, instead of the monthly instalments being paid to your Memorialist, according to the intention of the first agreement, your Memorialist, whenever the work began to flag for want of means, has uniformly been under the necessity of calling on his friends to enter into bonds along with him to the Commissioners, & with a very few exceptions this has been almost the only resource he has had of being able to obtain money from the Commissioners.

That in the report of the Commissioners, before referred to, of Dec. 30th, 1826, they report that "since Your Excellency's visit to the work entrusted to their superintendance in the beginning of July last, the completion has proceeded with all the expedition of which its nature was susceptible." Your Memorialist would only remark, that from the 1st July, 1826, the date of Your Excellency's visit to the works until after February, 1827, the time when the new enactment passed into a law, the sum total of the monies received by the Contractor from the Commissioners during the said period, a space of more than 8 months did not exceed £100. Your Excellency may perhaps ask "how did the work proceed with such expedition?" "Your Memorialist would reply, not through the Commissioners as a body, or by means of their assistance as such; but from the assistance afforded to Your Memorialist by his tried and generous friends."

That in consequence of the unexpected difficulties your Memorialist had to contend with, in Nov. 1826, a long time after the departure of Mr. Hall, he considered it his imperative duty to make a proposal to the Commissioners for them to choose another Engineer, to examine the works, to estimate the value of the work done, and of what would be necessary to be done to render the Canal sufficient and complete, your Memorialist offering at the same time to abide by the decision whatever it might be.

That the Commissioners immediately appointed Mr. Alfred Barrett, the Engineer on the Welland Canal, who, after giving all proper time and attention to the examination of the Burlington Bay Canal, estimated the value of the work done at £12,131, and of the further work to be done, to render the work sufficient and complete, at £3,044. That at that time, only £6,665, in all, had been paid to your Memorialist, by the Commissioners; and of this sum they then held his friends' bonds

Journals of House of Assembly, 3d Sess. 9th Parliament.—Appendix R.

Document No. 1.

Journals of Assembly 3d Sess. 9th Parliament, Appendix H.

Mr. Barrett's Estimate.

Doc. No. 1 & 2.

for £1,000, so that the amount paid by the Commissioners, at that time to the Contractor, was really and in fact no more than £4765.

Journals House of
Assembly 31 Sess. 9th
Parliament. Appen-
dix H. Commission-
ers' Report.

That the Commissioners, after the Report of Mr. Barrett, so estimating at their solicitation and on their sanction, proceeded, as they said, to *analyze* it, although they, not considering themselves Engineers, thought it proper to call in his professional assistance; yet on a subject in which they could not be well skilled, or have any thing like competent knowledge, the Commissioners, in their said Report of December 30, 1826, after the *analysis* before mentioned, reduced by their calculations Mr. Barrett's estimate of the work done, from £12,131 to £3,339, and of the work to be done, so as to finish the Canal, from 3,044 to 2,172.

Doc. No. 3.

That after the close of the season for carrying on active operations, in the last Fall, your Memorialist made application to the Commissioners to advance him what monies they had then in their hands belonging to the Canal, unappropriated, tendering, at the same time, sufficient security for the same, which was refused, and that in consequence of this refusal, your Memorialist was compelled to retain the work hands from October, 1826, to February, 1827, a season when they could do little or nothing, to supply them with provisions and necessaries, and to become liable for an otherwise unnecessary expense of wages from not being supplied with money to discharge them at the proper season; and that to all this he was subjected until in February last, the Executive generously advanced him £2000 on his bond to relieve him from his most pressing difficulties.

Prov. Stat. 3th Geo.
IV. Chap. 19, sec. 9.—
Document No. 2.

That when by the last act the Commissioners were ordered to pay over immediately to the Contractor all the remaining unappropriated monies, yet he received nothing of the same until after the middle of May he received £150, that on making application for the remainder he received the note of James Crooks, Esquire, one of the Commissioners for £100, with a request from that Gentleman to present it at the Bank of Upper Canada to be discounted, that your Memorialist did present the same at the Bank, but it was dishonored; that he received no monies further from them until the 29th of June, another payment was made of £129, which sum, Mr. Crooks declared was all the monies on the former enactments remaining in the hands of the Commissioners, with the exception of £55 which they had reserved for Mr. Hall.

Document No. 1.

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That, however, reference being made to the Books and Accounts of the Commissioners themselves, admit-

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ting this last sum of £55 and all others stated therein to be proper and correct, yet at that very time a balance of £377 13s. 5d. still remained by them to be accounted for.

That during this present summer the works have been still carried on and prosecuted according to the directions of the Commissioners and under their sanction, and have received the approval of their superintendent Mr. Kerr, and this has been done altogether at the expense of the Contractor, as he has not as yet received one farthing of the new appropriation on the reports of Mr. Kerr.

That all the Lumber necessary for finishing the works is already on the spot, and the stone and the other materials either there ready, or contracted for, and your Memorialist liable for the payment thereof.

That in consequence of the premature death of Mr. M'Keen, and Mr. Hayes never having taken any part in the work, the whole of the Contract, first taken by the three, devolved on your Memorialist; that to prosecute and complete the same, as well as to obey the orders and instructions of the Commissioners and of the Superintendent's they have appointed, has been since he first became concerned with the Burlington Bay Canal his daily anxiety and unceasing endeavour, and that in carrying on this work your Memorialist believes he has had to contend with as great difficulties as any Contractor on any work of the kind in this part of America arising from the peculiar situation & exposure of the work, the necessary change in the original plan, the limited knowledge of all, the Contractor, as well as the Commissioners, of the local difficulties of the situation, the timidity, or something else, in the Commissioners holding back from month to month the money which was lawfully his due, his want of funds in consequence thereof, & the breaking down of his credit, the suits, prosecutions, arrests and costs he has been subjected to and had to pay, in consequence of his money being withheld.

That the Commissioners in every one of their reports to your Excellency when ever they have said any thing with reference to the Contractors, have always spoken of them in terms of commendation. In their report of Oct. 10th 1825, after mentioning the death of Mr. M'Keen and the loss to the work arising therefrom, they observe "those upon whom the Contract devolved have exerted themselves to the utmost, "and it is more owing to the nature of the difficulties "that have occurred, and which could not have been "foreseen or prevented, than to any remissness on

"their parts that they have not completed the work by the time specified in their Contract."

That the foregoing being the truth, it was with no small astonishment your Memorialist saw published in several of the Provincial Newspapers an advertisement for proposals to complete the works of the Burlington Pav Canal, bearing date the 26th of July last, that the Meeting of the Commissioners at which the resolution to advertise was adopted, took place during the absence of a most intelligent and efficient member of the Commission, and of this meeting Your Memorialist had no previous notice or appraisal.

That whatever may have been the intentions of the remaining Commissioners, when they published this advertisement, it could be attended with no good effect to any person or thing. It propagated abroad under their own sanction, that a disagreement and misunderstanding existed between the Commissioners and the present Contractor your Memorialist—it might tend if such regard were paid to their opinions by the Government or the Country to destroy the remaining credit and resources of your Memorialist.—If your Memorialist had not privately found means to carry on the work, it must have totally stopped until the 24th of August, before a new Contractor could be found, and after that, some length of time, perhaps a month longer, before he would be ready to proceed, thus allowing a whole season to pass away without doing any thing. So that instead of good arising from their advertising, the manifest tendency of this proceeding, whatever their intentions might have been, was to embarrass your Memorialist and delay the finishing of the Canal.

That in the humble opinion of your Memorialist, the Commissioners do not possess the power of advertising for, or entering into any agreement with, new Contractors. They advertised at first for Contractors, they engaged with your Memorialist and his associates, and until they fail or commit some gross error or blunder on their part, your Memorialist, with all due deference, conceives that it is not in the power of the Commissioners at their whim and caprice, to do away with written and sanctioned agreements or to make or unmake Contracts. And he further thinks, that if any error with regard to the works has been made by any one, it has been by the Commissioners themselves, whose plans and directions he has uniformly followed and obeyed; and therefore, having been only the organ of the Commissioners, he thinks that they ought not attempt to make him the scape goat for all their blunders.

That your Memorialist has always been of opinion,

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that the Government of Upper Canada have ever wished he should not suffer any loss in the prosecution and finishing of the Burlington Bay Canal, and therefore thinks that the liberal appropriation of last session was, besides other ends, particularly intended for his relief, and that the legislature, when they passed the said act, never contemplated a new contractor, as by its tenor appears throughout.

That all the reports made by the Engineers employed have never been complied with, and do not seem to have been considered of any importance or binding whatever by the Commissioners, until the report of Messrs. Moore & Mactaggart, when they all of a sudden, in a most wonderful manner, have changed their note, and according to their language nothing is now of so much importance as the Engineer's Report.

That should your Excellency consider your memorialist strictly held and bound by the report of Messrs. Moore & Mactaggart, (as the Commissioners do now strenuously contend) the last enactment, instead of affording relief to him, as was intended would place him in a much more difficult situation than he was in before it passed into a law. Although upwards of a year had passed between the periods of the respective reports of Mr. Hall and Messrs. Moore and Mactaggart, during which the work had been vigorously and successfully prosecuted, great addition made to it, and a great sum of money expended thereon; yet the latter gentlemen in their report allow your memorialist only about £57 more on an estimate of the work done than the former had valued the work at the twelve-month before.

That your memorialist would observe that either from inadvertence or incorrect information, somehow or other by them acquired, Messrs. Moore and Mactaggart have been led into an error in their report which operates very severely and unjustly against your Memorialist. This is more particularly the case when these gentlemen report the piers and cribs as being filled and loaded with alternate layers of brushwood and pebbles. On this point your memorialist would call your Excellency's attention to the accompanying certificate of respectable persons either living in the immediate vicinity of the works, or who, from frequently observing and examining them, during their progress can declare the truth with certainty on this matter.— Your memorialist would likewise observe that he does not think Messrs. Moore & Mactaggart would have fallen into this inadvertence had they considered that the breakwater has stood unmoved in a sea that washed

Document Nos 4, 5;
6, 7.

Journals of Assembly, 3d Sess. 9th Parliament, Appendix B, & H. Mr. Hall's estimate & Messrs. Moore & Mactaggart's estimate and Documents Nos. 9 & 10.

Document No. 8.

from its deck an iron piling-hammer of 17 hundred weight, and that during the heaviest easterly blow and storms on Lake Ontario, as the Commissioners in their reports themselves admit repeatedly, five and six of the schooners navigating the Lake have been moored to behind it, and rode out the storms in perfect safety.— And this likewise when it was in an unfinished state. It is by no means propable that it could thus have stood and lasted, had it been filled only with brushwood and pebbles

That it is not the wish of your memorialist to include the whole of the Commissioners in one general censure. He must indeed say that he considers in general as a body their conduct and proceedings have not been fair or liberal towards him; but he must acknowledge, and he acknowledges it with pleasure and gratitude, that he never could have contended with the difficulties he has had to encounter, had it not been for the kindness of one of the Commissioners, who lent and employed not only his own private interest and responsibility, but obtained likewise that of his friends, to raise money for the contractor and had it not been for his and their kindly aid and assistance, the work must long before this have been altogether stopped by your memorialist. It is only justice to mention (although reference to the accompanying accounts would render that unnecessary) that this Commissioner is Mr. William Chisholm.

That your memorialist believes this is the first time he has come before your Excellency with the language of complaint, but he has obtruded himself on your notice from no other cause than absolute necessity. Your memorialist is sensible that complainings & solicitations are not often agreeable to the persons to whom they are addressed; but having so experienced your Excellency's kind consideration and that of your government, he knows your Excellency will pardon his obtrusion, when he says that after the acknowledgment of the Commissioners themselves, that without relief from the Legislature not only your memorialist, but likewise those who had trusted and befriended him must be ruined, and seeing that the report of Messrs. Moore and Mactaggart, founded on the enactment intended for his relief, places him in a much more ruinous situation than he was in before, your Excellency will believe that it is from no vain or captious desire of unnecessary complaining that he now addresses your Excellency but to save, if possible, himself, his family and friends, from absolute and unmerited ruin.

That after having entered into the contract, to finish

and complete the Burlington Bay Canal, in such a manner as at least not to be disgraceful to himself, to be of the greatest service to the public, a credit to the Commissioners, and an honour to your Excellency's government, during whose administration and under whose auspices the first attempt of improving the internal navigation of Upper Canada has been successfully made, it has been with your memorialist his continual anxiety; to this all his thoughts, abilities, labours, and exertions have been directed and applied; in this he has laboured, and struggled with many and perplexing difficulties and embarrassments, and would have thought a happy termination of the work, after being properly and successfully executed, and himself and his friends merely saved from loss, an ample and satisfactory compensation to him for all his toils, troubles, vexations, and exertions.

That, however, in the present temper of an apparent majority of the Commissioners, your memorialist feels convinced that it would be next to impossible for him to execute the work with satisfaction either to himself or the public. They have the power of checking and harrassing him, tying up his hands, and paralyzing all his efforts, and the experience he has had of them, more especially that of the last two years, shews him that with or without reason they will not fail to exert it. Those who are obstinately blind, will never see, and it is labour lost to attempt to please those who are perversely resolved not to be satisfied with any thing—There is one man on the commission who seems to consider himself the substance total of all the Commissioners, and two others by their submission and tacit resignation to him in all points, have in reality made him so. To this gentleman it seems a sufficient reason to attempt every thing he can to ruin your memorialist, merely because it has been his will and pleasure to injure him, and the truth of the saying has never been called in question, that the aggressor and the injurer can never forgive the person whom he has injured.

That in the present state of circumstances, things have come to such extremities, that for the finishing of the work either some change must take place in the Commission, or the commissioners get rid of your memorialist. What course of proceeding would be most beneficial to the concern, your memorialist cannot pretend to say—the Commissioners indeed acknowledge that the work has been a continuance of experiments, so that parting with your memorialist on their part would be throwing aside a person who has had to pur-

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chase, at a very dear rate, the whole experience of the undertaking, to confer it on another who must again serve an apprenticeship of experiment. Your memorialist, however, is willing to submit to almost any determination that would not be altogether ruinous to himself and his friends, rather than be forced to make them a subject of parliamentary discussion.

Your memorialist therefore earnestly prays, that your Excellency would be graciously pleased to take the premises into your most serious consideration, and authorise the appointment of a competent civil Engineer by and on the part of government, and of another by and on the part of your memorialist, the said Engineers to have the power of nominating a third as a referee, in the event of any disagreement, to examine the Burlington Bay Canal, and estimate and report the value of the work done by your memorialist, as your memorialist pledges himself to abide by their decision, or that of their majority, whatever it may be. Or, should your Excellency disapprove of the humble suggestion of your memorialist, he would respectfully but earnestly entreat your Excellency that you would be pleased to devise and order such other relief and assistance to your memorialist as to your Excellency in your wisdom and goodness may seem just and expedient.

And your memorialist as in duty bound will ever pray, &c.

JAMES G. STROWBRIDGE.

Burlington Echo, August 20th 1827.

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[DOCUMENT NO. 4.]

TRUE COPY.

Government House,
York, 1st October, 1827. }

SIR—

Your memorial has been laid before His Excellency the Lieut. Governor, who has commanded me to reply, that he regrets exceedingly the difficulties which appear to have arisen in the conduct of the work at Burlington Leach, but that there is no measure in his power to adopt, for affording you relief; if the acts of the Commissioners have been injurious to you, of which, without hearing their statement, His Excellency cannot justly form an opinion.

The Legislature, in their last session, having the matter fully before them, must be considered to have exercised their best judgment, by the provisions contained in the statute, both in regard to the public interests, in the prosecution of the work, and the consideration fairly due to you as a contractor. Before that act could be carried into effect, and while it was still doubtful to what additional payments you might appear to be entitled, when the survey directed by the act should be made, His Excellency was willing to place the most liberal confidence in your statement, and to relieve you from immediate difficulties by going to the utmost length that prudence would warrant, in anticipating the result of the survey.

Now, however, the matter must stand upon the footing on which the act of the Legislature has placed it, and the measure proposed by you, appears to His Excellency to be clearly one which cannot be adopted, because being against the existing law, it could not be binding if it were resorted to.

His Excellency desires me to add, that he can do no more than express his hope to the Commissioners that so far as it may be consistent with their duty, they will afford to you every facility in their power, for continuing the work during the remainder of the season, and if the difficulties between the Commissioners and yourself remain unadjusted at the next session of the Legislature, it will become necessary for His Excellency to submit the present situation of the work to the consideration of the Legislature, by whom it will be determined whether, in order to its completion, or for the purpose of doing justice to such claims as you may desire to urge, it will be expedient to alter the law, which cannot in the mean time, be contravened by the Government.

I have the honor to be,

Sir,

Your most obedient
Humble servant,

G. HILLIER.

TO THE COMMISSIONERS & ENGINEER OF THE SHUBENACADIE CANAL.

We, the undersigned, beg leave to recommend James G. Stowbridge and Gorham Chapin, as suitable persons for Contractors on your Canal; we think them worthy of confidence as such, and shall be gratified to learn that you may grant them some favour in that respect, as we have confidence to believe that they will be faithful in fulfilling of any contract that they may undertake.

JAMES CROOKS,
 Wm. W. JARVIS,
 ELIJAH SECORD, J. P.
 RICHARD BEASLEY, M. P.
 DANL. O'RIELLY, J. P.
 JOHN WILSON, (late Commissioner.)
 JOHN CHISOLM.

Burlington Canal }
August 24th, 1826. }

[COPY.]

[Document No. 1.]

STATEMENT of the Disbursements of the Burlington Bay Canal Funds, as per the Commissioners' Books.—Canal Ac't.—July 31, 1827.

			Amount of original appropriation	do for purchase of Dredging Machine	£	8000	£	2000	£	10000	S.	D.	
1826.	January	7	Total rec'd by the Commissioners Paid the Contractor to this date	£	5765								
			do Engineer (Mr. Hall)		400								
			do Mr. Harris		12								
			do Mr. Dickson		5								
			do Hon. Thomas Clark		21	4	2						
			do Mr. Crooks		2	8	9		6205	12	11		
	May	17	Paid Contractor on Mr. Sheldon's Bond		400								
			do do Draft to A. T. K. rby		99	8	6						
	June	17	do do		500								
	* December		do do Per J. Crooks, Esq.		60				1059	8	6		
1827.	February	9	do do Per W. Chisholm, Esq.		75								
	May		do do A. T. Kerby		44	8	3						
	† June	27	do do Contractor		150	5	8		398	13	11		
			do do		129								
			Paid Contractor on Dredging Machine		1900								
			† Retained for Mr. Hall		55				1955				
			Balance unaccounted for, Prov. C'y.								9618	15	4
			Deduct Cont'r's draft to R. McCutcheon, omitted								381	4	8
			Balance unaccounted for, Prov. C'y.								3	11	3
											377	13	5

* As far as taken from Canal Book.
 † From Mr. Chisholm's memorandum.
 ‡ Contractor's Notes.

SHUBE-
 Strowbridge
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[DOCUMENT No. 2]

STATEMENT of the Receipts of Cash by the Burlington Canal Contractor from the Commissioners for said work.

1824			£	s.	d.
Aug.	21	Rec'd on the Engineer's Report	250	0	0
		" Mr. Brant's Bond	250	0	0
Sept.	4	" Mr. Sheldon's do	250	0	0
	11	" Engineer's Report	250	0	0
Nov.	24	" Col. Clark's Bond		100	0
Dec.	17	" Messrs. Chisholms' do		1000	0
1825					
Feb'y	18	" Wilkins & Spaun's do	250	0	0
		" Mr. Davis' do	125	0	0
		" Mr. Brant's do	100	0	0
March	24	" Bates & Freeman do		125	0
April	6	" from W. Chisholm, Esq.	5	9	0
	7	" do	35	0	0
	9	" do	50	0	0
	16	" do	75	0	0
May	7	" do	62	10	0
	9	" by draft to J. K. Simons	55	15	0
		" do J. Ambler	9	1	3
	23	" do A. Newton	2	15	0
		" Cash	125	0	0
	25	" do draft to J. Davis	25	0	0
June	27	" do J. Erwin	7	17	6
	28	" Cash	25	0	0
	4	" do	37	10	0
		" by amount pd. Evringham } & Co. for Castings, }	142	15	7
		" do for Piling Hammer	21	8	3
		" acc't with W. Chisholm, Esq.	104	18	5
Sept.	17	" on Mr. Sheldon's Bond	500	0	0
	16	" on Expenditures	500	0	0
Oct.	1	" acc't. with J. Crooks, Esq.		90	0
Total rec'd to this date			4565	0	0

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		<i>Brought forward,</i>		8565 0 0	
Contractor	1825.				
	Oct.	4	Rec'd from W. Chisholm, Esq.	50 0 0	
		6	" do	25 0 0	
		11	" do	200 0 0	175 0 0
£. s. d.					
00 0 0	Nov.	21	" from J. Crooks Esq.		250 0 0
00 0 0	Dec.	5	" by draft to S. Carpenter,	25 0 0	
00 0 0		6	" on Mr. Sherman's Bond	125 0 0	
00 0 0			" on W. B. Van Every's do.	125 0 0	
00 0 0			" on G. Chisholm's do.	125 0 0	
00 0 0		16	" from W. Chisholm, Esq.	25 0 0	
00 0 0		21	" do.	250 0 0	675 0 0
	1826.				
	Feb'y		" at sundry times on Dredging } Machine - - - - - }		1900 0 0
75 0 0	May	17	" on Mr. Sheldon's bond		400 0 0
25 0 0	June	17	" on expenditure		500 0 0
	1827.		" draft to R.M. Cutcheon, Ap. 7.		3 11 3
	May		" from J. Crooks, Esq.	150 0 0	
	June	25	" do. do. per acc't with him	60 0 0	
		27	" do. do.	129 5 8	339 5 3
55 9 0			" 2 drafts to A. T. Kerby		99 8 6
			" from W. Chisholm, Esq. (by } my Note paid) - - - }		75 0 0
			Total paid Contractor	£	9082 5 5

The £1000 rec'd. on Tannahill & Daily's Bond are included in the amt. rec'd. on Dredging Machine.

REVIEW

Of the Receipts & Disbursements by the Commissioners of the Burlington Canal.

00 0 0	Paid the Contractor	-	-	-	-	£ 9082 5 5
00 0 0	" Engineer	-	-	-	-	400 0 0
00 0 0	" Mr. Harris	-	-	-	-	12 0 0
55 0 0	" Mr. Dickson	-	-	-	-	5 0 0
	" Hon. Thomas Clark	-	-	-	-	21 4 2
	" J. Crooks, Esq	-	-	-	-	2 8 9
	" A. T. Kerby	-	-	-	-	44 8 3
	Retained for Mr. Hall	-	-	-	-	55 0 0
						Disbursed 9622 6 7

Amount of original appropriation	£ 8000	0	0
do. for purchase of Dredging Machine	2000	0	0
	<hr/>		
Received	10,000	0	0
Disbursed	9,622	6	7
	<hr/>		
Balance unaccounted for	£ 377	13	5
Balance of former Statement	-	-	381 4 8
Deduct Contractor's draft to R. M'Cutcheon, omitted	-	-	5 11 3
	<hr/>		
Leaves a balance, as above,	-	-	377 13 5



[DOCUMENT No. 3.]

Burlington Beach Canal,
Octr. 2d, 1826.

TO THE COMMISSIONERS &c.

At the present meeting of your board for the purpose of examining the progress of the works at this place, I would beg leave to mention a few particulars respecting the same. In consequence of a deficiency in monied means, I have not been able to progress with the undertaking with that rapidity that I otherwise should have done.

That the works might continue in progress, I recently endeavoured to obtain money from the Bank to no purpose, and could only loan small sums otherwise.

Being thus curtailed and having a number of men sick, whom I have been obliged to sustain. I have not been able to keep in employ as many efficient men as I should, under other circumstances. The Dredging Machine has been kept in constant operation day & night, since April until Friday last, when I was obliged to stop it to repair the main chains, which will be effected in days; but they are so much worn that they will not last longer than three or four weeks: and I think that as soon as suitable iron can be obtained, and a new chain made, the machine will require them.

I have effected a channel nearly two thirds of the whole distance required, to a proper depth and the remainder of the distance to the depth of should the season prove favourable, I think I shall be able to complete the channel this fall.

I have to desire your instructions on the subject of the Break-Water. Should you think proper to have the North wing sunk between the two old piers, it may be completed in about two weeks, and it is my belief that it may be sunk there with safety, as the foundation of the old piers will

prevent it from undermining, and the expense of sinking considerably less than must necessarily occur by sinking it in front of the one already undermined. I have extended the South pier in Burlington Bay a considerable distance from shore, and shall be able to sink & secure the whole by the middle of November next.

I shall require your instructions relative to the Bridge and Light-House; in what manner and time I must complete them. The plan formerly contemplated for the Light-house was on the Break-Water, but since that time the South pier has been spoken of. You will please designate the place, and should you consider it best to erect it this fall, I will endeavour to effect it. I might also work at the Bridge in bad weather, when other parts of the works could not be prosecuted to good advantage. I am anxious to complete the whole of the works as soon as possible, that I may be able to be at some other business next season; which, I might do, if put in possession of funds.

As to monied means, Gentlemen, I have only to say, that I am in the greatest possible want, I have contracted debts in good faith, in order to progress with the works, which should be discharged in equal faith, without unreasonable delays.

I have been harrassed with suits, on some of those debts, on others I have suffered the most virulent abuse, and even my life has been threatened.

All that I can do without money, has been done, and cannot but hope, that you will now endeavour to relieve my distresses, as you must be aware that the amount of my expenditures are vastly greater than the amount I have received from the Commissioners.

JAMES G. STROWBRIDGE.



[DOCUMENT No. 4.]

Burlington Beach, 18th June, 1827.

SIR,

His Excellency the Lieutenant Governor, having communicated to us the impossibility of procuring an Engineer, competent to carry on the work of the Burlington Bay Canal, and having understood that for some time past, W. J. Kerr, Esquire, has acted in that capacity to the satisfaction of all parties, he has been pleased to authorize the work to be proceeded with, under his superintendance, which, by your letter of the 8th instant, to one of the Commissioners, you appear fully to acquiesce in.

But, before we avail ourselves of this arrangement, we think it our duty to learn from you whether (as has been reported,) you take exception to appointment of either or both of the Engineers appointed by His Excellency, in pursuance of the Act of last session of the Legislature of this Province, to appraise the work already done.

It is also important that we should be informed whether, in the event of

the work being proceeded with, you will accept of the prices estimated for by Messrs. Moore and Mactaggart, and the mode of payment prescribed by the late act of Parliament, and in that case, whether you are prepared to give the security required by the 10th section of the said act.

We remain,

Sir,

Your most Ob'dt. servants,

JAS. CROOKS,
W. CHISHOLM,
ROBT. NELLIS,
Wm. M. JARVIS.

To Mr. James G. Strowbridge,
Resident Contractor Burling-
ton Bay Canal, }

(Copy.)

[DOCUMENT No. 5.]

Burlington Beach, 18th June, 1827.

GENTLEMEN,

I have this moment received your communication requesting me to inform you whether I am prepared to give the satisfactory security, and comply with Messrs. Moore and Mactaggart's Report respecting the completion of the Burlington Canal. I only have to say, respecting that part of your request, that I am ready to give you an answer as soon as you inform me whether that Report has been properly executed and accepted by Government; then, and not until then, shall I be prepared to give you the information you desire.

I am,

Gentlemen,

Your most obedient servant,

JAMES G. STROWBRIDGE:

To the Commissioners, &c.

(Copy.)

[DOCUMENT No. 6.]

Beach, 18th June 1827.

SIR,

In reply to your Letter of this day's date, in answer to ours of the same date, we have to say, that the security referred to by us, is that re-

quired by Act of last Session of the Legislature of this Province. Messrs. Moore and Mactaggart had no authority to exact security from any person connected with the work of B. Bay Canal, neither have they done it.

If not prepared to answer the other matters alluded to in our Letter, to which we particularly call your attention, we will not urge an immediate reply, at the same time, it must be obvious that an early one would be proper.

We are,

Sir,

Your most ob't servants,

JAMES CROOKS,
W. CHISHOLM,
ROBERT NELLES,
W. M. JARVIS.

Commissioners.

Mr. Jas. G. Strowbridge, Resident Contractor

(Copy.)



[DOCUMENT No. 7.]

*Burlington Bay Canal,
19th June, 1827.*

GENTLEMEN,

Your communication of the 18th instant, is before me, and on a mature deliberation, I think proper to make the following reply, and now proceed to answer the several requests required in the same.

As it respects the appointment of Wm. J. Kerr, Esquire, as superintendent and Engineer, I have to say, and have uniformly said to each of you, that I have the most implicit confidence in his integrity, and have not the least doubt he will do justice to both parties.

As to your request, respecting the report of Messrs. Moore & Mactaggart, it seems you are particular to know whether I have (as has been reported) taken exceptions. I must say, this request founded upon reports, is somewhat surprising to me, and on reception of your communication yesterday, I thought proper to address a note to you, requesting you to inform me whether Government had accepted that report, and whether they, as civil Engineers, had complied with the requirement of the late act. Your reply to me on that subject was not satisfactory, as must appear obvious to every person; and I now request you to inform me whether in your opinion I am bound to submit to that report; if I am, then there is no alternative other than to abide by the consequences.

It would seem from the purport of your note of yesterday, that the report of Messrs. Moore and Mactaggart had no reference to the bond to be given to complete the Burlington Canal, agreeable to the late Act of the

Legislature. On this point, I beg leave to inform you the Law requires that two competent civil Engineers to appraise the work done, and also that to be done: two thirds of the valuation of the work done, I was then to receive, and the remainder when the work shall be completed. That this has been complied with, I have as yet received no legal information, therefore, you cannot expect me to give a further bond to complete the work, agreeably to their report.

You hold bonds of mine to a large amount, and Government for two thousand pounds; all these ought to be liquidated before a new bond is given to secure the completion of the work, if there has been work enough done to cancel them. Whether you wish to abandon the work, or intend to drive me to such extremities as will compel me to abandon it, I am at a loss to determine.

I have not received a single farthing from you, since the last appropriation, except a small part of the old funds remaining in your hands, which you were required immediately to pay over to me, on the passing of the late act.

Government thought proper to advance me on bond, two thousand pounds, and in all cases, have manifested the greatest anxiety to have the work completed as soon as possible, and have been willing and ready to render me every assistance that could possibly be expected. Why this discrepancy on your part—why hold back and hold on, upon funds you know are honestly my due!—The season has arrived when the work ought to progress with all possible speed.

You seem willing to hold me responsible to a part of the late report, that respecting the estimate of the work done; but give me no directions how to proceed, except at my own risk. I now ask you, who was ever placed in the same situation I have been in for three months past? and it seems you feel no disposition to relieve me from my difficulties. Bond after Bond is required, and thus I am compelled to go on without knowing whether I am extricating myself from difficulty, or involving myself and friends in ruin.

I again request you to inform me, whether you consider me bound to comply with the report of Messrs. Moore & Mactaggart, if not, inform me what course is to be pursued. I am ready to give a bond to complete the work for the money appropriated by Government, and to the satisfaction of competent judges—but the specifications of the late Engineers are wholly impracticable, and therefore a bond would be of no use.

The late report I do not consider binding on me, nor shall I ever comply with it. Mr. Barrett's report in my opinion is valid, and I do think, I am entitled to that award.

I voluntarily contracted to effect a Canal at Burlington Beach, the completion of which has been my unceasing endeavour to accomplish: and cannot abandon it but with the greatest reluctance until it is completed: a compliance on your part to place me in the possession of funds, which is in your power, is the only thing required to effect so desirable an object.

I am, Gentlemen.

Your Ob'dt. servant

JAMES G. STROWBRIDGE.

To the Commissioners for the
Burlington Bay Canal.

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[DOCUMENT No. 8.]

I hereby certify that I have been in the employment of Mr. James G. Strowbridge, Contractor of the Burlington Beach Canal, almost since its commencement, as foreman, and am personally knowing to all the materials with which the piers are constructed, I believe not excepting one, and do state that the Breakwater is filled with large stones taken from the north shore of Lake Ontario, some of them so large as to require three or four men to handle them; occasionally, smaller ones were brought from Mr. Brant's, at the Ship Yard, and mixed in with the large ones. The side piers are filled in the same way, except that a considerably larger proportion of the stone was procured at Mr. Brant's. In some of the cribs of the Breakwater, a small layer of brush was put in at the bottom.

The side piers have a thick layer of brush at the bottom, and when the piers settle down, as they frequently do, from three to ten feet, more brush has been put in, to prevent the stones from washing out of the crevices occasioned by the piers settling.

The piers in the Bay have a thin layer of brush at the bottom, and are filled with stone from Mr. Brant's, except a considerable proportion drawn from the fields in the winter on the ice, which were such as are generally found on stony land.

Near the shore on the Bay side, a few piers are filled with sand, where the water is very shoal, and are not exposed to the ice.

ASA MANN.

Burlington Canal, August 2, 1827.

We, the undersigned, living in the vicinity of the Burlington Bay Canal, having examined the above Certificate of Capt. A. Mann, respecting the construction of the piers, do say, that from our frequent visiting the works, during their progress, and our acquaintance with him, think his statement to be substantially correct.

JOHN CHISHOLM,
AUGUSTUS BATES,
WM. SHELDON,
ABR. K. SMITH,
WM. DAVIS,
JOHN LAW,
DANIEL CROSTHWAITE
WALTER O'KEILLY,
GEO. CHISHOLM,
ASAH DAVIS,
PHILIP SOVEREIGN.

[DOCUMENT No. 9.]

STATEMENT of the several different Reports that have been made in estimation of the work done on the Burlington Canal.

By Francis Hall, Esq. April 13th, 1826,	£ 8,800 4 9
" Mr. Barrett, November 29th, do.	12,131 9 5
" Commissioners, same date	8,339 12 5
" Messrs. Moore and M'Faggart, April 6th, 1827,	8,857 0 11½

Amount of Cash paid the Contractor to this date, per books £ 9,082 5 5

Amount of expenditure by him, to } £ 14,317 19 3	
24th March, 1827, }	
" from 24th March to 31st May	630 0 5
" " 30th May to 30th June	475 11 3
	<hr/>
Total	£ 15,423 0 11

July 16th, 1827.

[DOCUMENT No 10.]

Gore District, } John Chisholm, of the Township of East Flamborough,
to wit. } in the Gore District, Esquire, and William B. Sheldon,
of the Town of Hamilton, in the said District, merchant, make oath and say, and each of them for himself, maketh oath and saith, that he was personally present according to the best of the knowledge and belief of each of the deponents, at Burlington Beach, in the month of September, in the Year of our Lord, one thousand eight hundred and twenty six, during a meeting of the Commissioners of the Burlington Bay Canal, although not at the meeting. That immediately after the said meeting one of the deponents William B. Sheldon, asked James Crooks, Esquire, one of the said Commissioners, immediately after the breaking up of the said meeting, for a Bond he had entered into with James G. Strowbridge, the Contractor of the said Canal; that the said James Crooks, Esquire, replied that the Commissioners still would hold it in their possession, but that they had at their meeting of that day, (meaning the said Commissioners) come to a resolution of getting an Engineer from the Welland Canal to estimate and value the value of the work done, and that if the estimate of the said Engineer, exceeded the amount advanced to the Contractor, the said Bond should be cancelled; that from the language and expressions made use of at that time, by the said James Crooks, both and each of these deponents, verily believe that it was the intention of the said Commissioners, that the amount decided on by the said Engineer, should be decisive and final, and that the contractor should be paid the same.

JOHN CHISHOLM.
W. B. SHELDON.

Sworn before me at Hamilton, in the Gore District, this twenty second day of September, 1827.

JOHN LAW,

A Commissioner in the King's Bench, for taking Affidavits, Gore District.

[DOCUMENT No. 11.]

STATEMENT of Expenditure on the Burlington Bay Canal from the commencement to the 25th August, 1827.

	\$	cts.	\$	cts.
Amount expended from the commencement of the job, in July 1824, to 24th March, 1827,			57 271	85
Ditto from the 24th March to 31st May,			2,520	08
<i>Copy of Statement rendered 19th June, 1827.</i>				
568 Days' labor and board of labourers a. \$1,	568	00		
16 Do. do. & keeping of 5 span horses do.		80	00	
16 Do. do. do. 1 do. oxen, do.		16	00	
Paid for lumber, and conveying the same to the Canal,		21	86	
61 Firs, a. 25 cts. per,		15	25	
550 Feet pine timber, a. \$3,		16	50	
975 Do. do. do. 4,		39	00	
107 Do. oak do. 4,		4	28	
172 Do. do. do. 6,		10	32	
Sawing lumber for piers, &c.		20	36	
19 $\frac{3}{4}$ Cords Stone delivered per boats and vessels, a. \$4 per		79	50	
12 $\frac{1}{2}$ Days hauling brush, 2 $\frac{1}{2}$ per,		28	13	
Iron and coals for blacksmith's shop,		12	40	
Tools purchased,		20	25	
Hire of teams, 9 days, a. \$2 per,		18	00	
Personal expenses,		25	40	
Paid A. M'Acfee for decking 425 feet of North Pier, on Lake Ontario, last Fall, not previously settled for,	42	50	1,017	75
<i>Copy of Statement rendered 30th June, 1827.</i>				
267 $\frac{1}{2}$ Days' labour & board of labourers a. \$1,	267	50		
10 Do. do. and keeping 4 span horses, do.		40	00	
10 Do. do. do. 1 do. oxen, do.		10	00	
8514 Feet square timber, a. \$4,		540	56	
4664 Do. do. do. 3,		139	92	
80 Oak Firs, 25 cts		20	00	
13 $\frac{3}{4}$ Cords Stone, a. \$4,		55	00	
Books and paper for office,		9	52	
2 Days' hire of teams, a. \$2 per,		4	00	
			886	50
			61,696	18

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Brought forward,

	\$	cts.	\$	cts.
			61,696	18
<i>Copy of Statement rendered July 31st, 1827.</i>				
971 Days' labour and board of labourers, a. \$1,	971	00		
19 Do. do. and keeping 2 span horses do.	38	00		
26 Do. do. do. 2 do. do. do.	52	00		
26 Do. do. do. 1 do. oxen, do.	26	00		
2937 Feet pine timber, a. \$3,	88	11		
Sawing timber for piers,	26	34		
18 $\frac{3}{4}$ Cords Stone purchased a. \$4 per,	75	00		
Hauling brush to Lake Shore,	7	84		
Coals purchased for blacksmith's shop,	4	88		
Hire of teams,	22	00	1,311	29
<i>Copy of Statement rendered 25th Augt. 1827.</i>				
			63,007	38
712 Days' labour and board of labourers, a. \$1,	712	00		
22 Do. do. and keeping 2 span horses, do.	44	00		
22 Do. do. do. 1 do. oxen, do.	22	00		
624 Feet square timber, a. \$4,	24	96		
122 Firs, a. 15 cts.	18	30		
Paid for Sawing Lumber,	20	26		
23 $\frac{1}{4}$ Cords Stone purchased a. \$4,	93	00		
Iron and coals for blacksmith's shop,	45	48		
Hire of boats,	10	00		
Do. of teams,	13	00	1,003	00
Amount of Cash received, including purchase of Dredging Machine, £9082 5 5 H'x. C'y. }			64,010	38
			36,329	08
			27,681	30

[DOCUMENT No. 12.]

STATEMENT of Expenditure on the Burlington Bay Canal, from the 31st May to the 19th June, 1827, inclusive, by the Contractor.

568 Days' labour and board of labourers, a. 5s. per	£ 142	0	0
16 Do. and keeping 5 span of horses, a. 5s. do.	20	0	0
16 Do. do. 1 yoke of oxen, a. 5s. do.	4	0	0
Timber furnished,	26	16	0
Paid for sawing timber	5	1	6
Stone delivered per boats & vessels, equal to 19 $\frac{7}{8}$ cords a. 20s.	19	17	6
12 $\frac{1}{2}$ Days' hauling brush, a. 11s. 3d. per,	7	0	7 $\frac{1}{2}$
	£ 224	15	7 $\frac{1}{2}$

1,696 18

Brought forward, £ 294 15 7½

Iron and coal for blacksmiths,	-	-	3	2	0
Hire of teams, 9 days, a. 10s. per,	-	-	4	10	0
Personal expenses, &c. going to York for money,	-	-	6	7	0
Paid A. M'Affee, for decking 425 feet of North Pier, last Fall,	}	}	10 12 6		
not previously settled for, a. 50s. per 100 feet,					

Provincial Currency, £ 249 7 1½

Amount of expenditure from 24th March	}	}	£ 630 0 6		
up to 31st May inclusive,					
Tools, blankets, &c. deducted,	-	-	50	17	6
			<u>£ 579 3 0</u>		

311 20

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An Account of Expenditures on the Burlington Canal, from the 24th March, up to the 19th June, 1827.

From the 24th March, to the 31st May, 1827, as per State-	}	}	£ 630 0 7		
ment laid before the Commissioners, on the 7th June, 1827,					
Tools, blankets, and cooking utensils, not admitted	-	-	50	17	6

Ditto from the 31st May to the 19th June, 1827, as per	}	}	£ 579 3 0		
Statement herewith,					
			249	7	1½

Provincial Currency, £ 828 10 1½

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Burlington Canal, 19th June, 1827.

WILLIAM J. KERR,

Superintendent B. Canal.



[DOCUMENT No. 13.]

Burlington Canal, August 30th, 1827.

Wm. J. Kerr, Esq.

SIR,

THE Commissioners of Burlington Canal in their communication of the 18th June last, informed me that His Excellency the Lieutenant Governor had authorized the work at the Canal to be proceeded with under your superintendance, which was acquiesced in by me, the work was then and since that time has been progressing by me as the original Con-

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tractor, and, as I conceive following your directions as you were directed by the Commissioners.

During my absence on the 26th July last, the Commissioners held a meeting, and immediately after I observed in the public papers that proposals would be received by you, as Secretary to the Commissioners, for completing the work at this place; as the time has expired that the proposals were to be given in, and another meeting of the Commissioners having since taken place, I have to request of you as secretary of the board, to know what has been the result of the proceedings of the two last meetings, as I have had no communication from them; you must be well aware of the critical situation in which I am placed, as I have proceeded with the work with the greatest confidence (after my receiving their communication of the 18th June last) that your reports would be accepted and considered good by them, as that appeared to be the wish of Government. An early compliance with this request will much oblige

Your O'bt. Servant,

(Signed.)

JAMES G. STROWBRIDGE.



[DOCUMENT No 14.]

Wellington Square, Aug. 30th 1827.

SIR,

I have received your letter of this date by Captain Mann, in which you request from me, as Secretary for the Burlington Canal a copy of the proceedings of the Commissioners at their meeting on the 26th ult., as also those of yesterday. In answer to which, I have to say, that it is out of my power to furnish you with the necessary information required; for, in both instances, Mr. Crooks performed the duties of Secretary, and took the minutes, or proceedings home with him.

I am, Sir,

Your Ob't. Humble Servant,

WILLIAM J. KERR.

Secretary.

Mr. Jas. G. Strowbridge.

[DOCUMENT No. 15.]

Copy of a letter to Mr. Crooks.

Col. Jas. Crooks,

SIR,

I received a communication a few days since from Major Hillier, informing me that His Excellency the Lieutenant Governor would expect of the Commissioners, that they would render me every facility in progressing with the work at the Burlington Canal the remainder of this season.

I was informed last evening by Mr. Kerr, that the Commissioners had directed him to inform me not to proceed with the work any further. This resolution on the part of the Commissioners, I think ought to have been explained to me, as you must know that I am in no situation to abandon the work, having a number of hands at work who reside at a considerable distance from this place, and it will be impossible for them to leave here without money.

If the report of Mr. Harris as Engineer, has been accepted and signed by the Commissioners agreeable to the late act, I think no person would hesitate to say that I am entitled to receive it. And why you should order me to abandon the work, and at the same time deprive me of all means of so doing, isto me very singular, and, sir, if I understand the communication which I have received from the Government Office, the course you have taken was not desired, nor expected by His Excellency the Lieutenant Governor.

The balance remaining in your hands of the old funds which you were required by the late act to pay immediately over to me, I have not received; as to this money there can be no exceptions taken, the law is so explicit. I hope there will be no longer delay as it would greatly relieve me, while you are holding back on money that is due me for work done this summer.

If it is consistent (and I cannot see why it is not) I hope you will inform me for what reason you have ordered me to abandon the work, and leaving me completely in the dark, as to the whole of the remainder of your proceedings at the three last meetings of the Commissioners.

You seem determined to compel me to abandon the Canal altogether, without any settlement or explanation.

I am,

Sir,

Your Ob't. Servant

JAMES G. STROWBRIDGE.

Burlington Canal, }
 Oct. 16th, 1827. }

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Servant,

J. KERR.

Secretary.

[DOCUMENT No. 16.]

(COPY OF AGREEMENT.)

THIS INDENTURE made the fourth day of August, in the year of our Lord one thousand eight hundred and twenty-four, BETWEEN the Hon. Thomas Clark, of Stamford, in the Niagara District, Esquire, James Crooks, Manuel Overfield, William Chisholm and John Wilson of the district of Gore, Esquires, Commissioners appointed under and by virtue of an act of Parliament, passed in the fourth year of the reign of our Sovereign Lord George the Fourth, of the first part, and James G. Strowbridge, John W. Hayes and John MacKeen, Canal Contractors of the second part, WHEREAS by virtue of the said act of Parliament, entitled an act to provide for constructing a navigable Canal, between Burlington Bay & Lake Ontario. The Governor, Lieutenant Governor, or person administering the Government of the Province, is vested with full power and authority, from time to time, to nominate and appoint certain Commissioners to superintend, contract for, and direct the due performance thereof, and otherwise to act in compliance with the terms and stipulations of the said act. AND WHEREAS, by virtue of the said act the said Commissioners were duly appointed, and public notice by them duly given, setting forth the plan, section, dimension, and construction of the said Canal required, AND the said James G. Strowbridge, John W. Hayes and John MacKeen, the parties of the second part, having agreed to contract, undertake, finish, and complete the said Canal according to the proposals or terms already made known by the said Commissioners, and printed specifications hereunto annexed. NOW THIS INDENTURE WITNESSETH that the said James G. Strowbridge, John W. Hayes, and John MacKeen, for and in consideration of the agreements, conditions and provisos hereinafter in that behalf contained HAVE, and each for himself, his heirs, executors, and administrators, HA - H covenanted, granted and agreed to and with the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Wilson, their and every of their successors in office, that they the said James G. Strowbridge, John W. Hayes, and John MacKeen, their heirs, executors, and administrators, or some one of them, shall and will well and truly undertake, finish, and in every respect, complete the said Canal, or works at the Burlington Bay, in a substantial, permanent, and workmanlike manner, composed and made up of the best materials, corresponding in every respect with the accompanying plans, drawings, specifications, restrictions and conditions; set forth and exemplified in the papers marked 1, 2, 3, 4, 6 and 7, hereunto annexed. FURTHER, the said James G. Strowbridge, John W. Hayes, and John MacKeen, Contractors, as aforesaid, DO, for themselves, their heirs, executors, administrators and assigns, covenant and agree, to and with, the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Wilson, in manner following that is to say, THAT they or either of them, their or either of their heirs, executors and administrators or some one of them, shall and will from time to time, as the advance of the works require, find, provide, and supply all and any of the materials of every description and quality, required in and about the structure and completion of the

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said Canal, and no farther ask, claim, or expect of and from the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Wilson, Commissioners, any support, materials, labour, or advances, other than as stipulated and hereinafter recited. AND ALSO, the said James G. Strowbridge, John W. Hayes, and John MacKeen, Contractors, as aforesaid, for themselves, their heirs, executors, and administrators, do and each for himself, doth covenant and agree to and with the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Wilson, Commissioners, as aforesaid, that they the said James G. Strowbridge, John W. Hayes, and John MacKeen, the parties of the second part, or some one of them, shall and will, from time to time, as the said works or Canal shall progressively advance, give due personal attendance to the correct performance thereof, to the ample satisfaction of the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Wilson, Commissioners, as aforesaid, and their Engineer, Francis Hall, Esquire, or such other person as said Commissioners may appoint, which works or Canal hereby contracted for, shall and are hereby required to be executed, constructed and finished and in every respect rendered navigable and perfect, on or before the first day of October, which will be in the year of our Lord one thousand eight hundred and twenty-five; and in case the said Canal or works forming the same, after passing the inspection and receiving the approval of the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm and John Wilson, Commissioners, and Francis Hall, Esquire, or such other person as said Commissioners may appoint, shall be damaged, injured, or in any wise deteriorated by any unforeseen event or casual accident, which cannot be attributed to defect of work or skill in construction, the damage so sustained as aforesaid, shall not be sustained by the said James G. Strowbridge, John W. Hayes and John MacKeen, as it is the intention, true intent, and meaning hereof, that they are only liable or responsible for the work while in progress, and after the completion, for the good, substantial and workmanlike construction thereof. AND FURTHER in consideration of which, said work, materials and labour so to be made, constructed, erected, provided, found and furnished, as aforesaid, and they, the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Wilson, Commissioners, for themselves, their and each of their successors in office DO and each for himself, DOth covenant, promise and agree to and with the said James G. Strowbridge, John W. Hayes and John MacKeen, their executors and administrators, and to and with every of them, by these presents that is to say, that they the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Wilson, Commissioners, their successors in office, shall and will, well and truly pay or cause to be paid to the said James G. Strowbridge, John W. Hayes, and John MacKeen, their executors, administrators or assigns, the sum of eight thousand five hundred pounds, of lawful money of Upper Canada, subject always to any diminution or extension of the work proportionally agreeable to said specification, and by instalments at the expiration of each and every month during the progress and advancement of the works. FURTHER, that they the said Thomas Clark, James Crooks, Manuel Overfield, William Chisholm, and John Wilson, Commissioners, as aforesaid, or their successors in of-

lice, or some one of them shall at the commencement of the works advance to the said James G. Strowbridge, John W. Hayes, and John Mac Keen, Contractors, the sum of one thousand pounds lawful money of Upper Canada, to enable them, from time to time, to collect materials employ labourers, artificers, and other workmen, they the said Contractors finding adequate and ample security for the advance so made, and that the future instalments or progressive payments shall be regulated by the monthly report of one of the Commissioners and the said Engineer, Francis Hall, Esquire, or such other person as said Commissioners may appoint, under the express condition and restriction that the said Commissioners shall not be made liable to any advance of payment during the continuance of the work beyond seven-eighths of the contract price, stipulated as aforesaid, the other eighth part remaining in the hands of the said Commissioners until the Canal required by the Act of Parliament, the annexed proposals and requisitions are finally inspected and duly approved of by their Engineer.

IN WITNESS WHEREOF the parties have hereunto set their hands set their Hands and Seals the day and year above written.

Signed, Sealed, and delivered, }
In presence of

(Signed) THOMAS CRARK. WM. CHISHOLM. JOHN M-KEON.

JAMES CROOKS. JOHN WILLSON. JAMES G. STROWBRIDGE.

EMANUEL OVERFIELD.

The words "successors in office," in the nineteenth line, second page, being first interlined, and the words "heirs, executors, and administrators," cancelled; and the word "their," in the twenty-ninth line of same page, wrote over an erasure.

INDORSEMENT THEREON.

It is understood and agreed, by the parties in the annexed Indenture, that the periods mentioned therein for the completion of the work shall be extended to the first day of October, which will be in the year of our Lord one thousand eight hundred and twenty-six, with the full understanding that the Canal shall be open for the purposes of ship navigation by the first day of July next.

Given under our Hands and Seals, at Burlington Bay Outlet, the first day of October, in the year of our Lord one thousand eight hundred and twenty-five.

(Signed)

JAMES CROOKS.
MANUEL OVERFIELD.
W. CHISHOLM.
ROBERT NELLES.
JAMES G. STROWBRIDGE.

In presence of

FRANCIS HALL.
G. CHAPIN.

[DOCUMENT No 17.]

*Copy of a letter to Major Hillier.**Burlington Canal, Jan. 9, 1828.*

SIR,

I had the honor to receive your communication of the first of October last, in answer to the Memorial addressed by me to His Excellency the Lieut. Governor, respecting the Burlington Canal. I can assure you, sir, that no person can more regret than myself, the difficulties that have arisen in prosecuting the work at this place, and that my affairs concerning this work, yet remain in an unsettled state.

I do not conceive it necessary at this time to enter into a detail of my claims, but to state to you that the proposition made to his Excellency to accomplish a general settlement, I hope may be carried into effect, and from your communication, I am convinced that it is the wish of government that my concerns with this work should be honorably and fairly adjusted.

The amount of Mr. Barre's report last fall is £1213 9 5, and the amount of my expenditures since up to 31st December, 1827, is £4071 11 10½, making in all £16203 1 3½, and the whole amount received is £9998 0 7½, including the £2000 loaned from Government last winter, consequently I have involved myself in debt in prosecuting the work which I am unable to pay without further assistance from Government. I have received since the £2000 loaned by Government last winter, from the Commissioners £1328 0 7½, part of which was said to be paid on the report of Mr Harris as Engineer, how far that gentleman did me justice I am unable to say, as I have never seen his report.

The difficulty of making out reports by different Engineers, and at different times, and such a length of time between, while the work is progressing, is very obvious, as it is difficult for them to know what part of the work has been taken into consideration. As it is not compatible with his Excellency to have a general estimate made of the work as proposed by me in the Memorial which I had the honor to lay before him (it not being consistent with the late act,) I have therefore to request not only for my own relief, but for the relief of many others in this section of the Province who are deeply interested, that have rendered me every assistance in the progress of the work, that his Excellency the Lieut. Governor will lay the whole matter before the Legislature.

I have the honor to be, sir,

Your Ob't & humble servant,

(Signed.)

JAMES G. STROWBRIDGE.

Major Hillier, secretary }
to Gov. U. C. & c. }

E

CERTIFICATES of Captains of vessels, as to the inexpediency of the plan proposed by Messrs. Moore & Mactaggart.

[No. 1.]

THIS may certify that in the opinion of the subscriber the plan of the piers as exhibited on a map or draft made by Messrs. Moore and Mactaggart, and now in the possession of Mr. Strowbridge, is badly calculated, as well for facility and ease of entrance to vessels, as for permitting the sand which it is natural should be deposited at the mouth of the Canal, to be washed away by the current which is always created at this place from North to South, by an easterly wind, in consequence of the too great extension of the South pier.

HIRAM HUGUNIN,
Master of Schr. Aljt. Clüz.

Burlington Beach, May 21st, 1827.

[No. 2.]

THIS is to certify that I have this day been requested by the Contractor of the Burlington Canal to examine Messrs. Moore & Mactaggart's plan of the proposed alterations in the construction of that work, dated 6th April, 1827. I am decidedly of opinion that should those alterations be effected, as specified in the plan, it will be dangerous and improper for any vessel to run for the harbor with an easterly gale, which are the only winds in which a good vessel cannot keep off the shore, the utility of the Burlington Canal, as a place of refuge in stormy weather, will be destroyed and I have no hesitation in saying that even in its present unfinished state it has saved much public property and many lives.

THOS. OWSTON,
Master Schooner Minerva.

Burlington, May 21st, 1827.

[No. 3.]

THIS may certify that I have this day been requested by the Contractor of the Burlington Canal to examine Messrs. Moore & Mactaggart's plan of the proposed alteration in the construction of that work, and to give my opinion in regard to the same, and I am fully confident, should such alteration be strictly adhered to, that the use of the harbour in the time of heavy easterly winds, would altogether be destroyed thereby—and that no vessel in such weather can enter the harbour without incurring the greatest risk of property and the lives of individuals.

GEORGE ROSS,
Master of the Schr. Eclipse.

*Burlington Canal, }
May 22d, 1827. }*

[No. 4.]

I, the undersigned, having been master of several vessels on Lake Ontario, which have frequently been laying at anchor at the head of the Lake in heavy gales, do certify that I have this day examined a plan of the completion of the Burl. Canal, as drawn by Messrs Moore & Mactaggart, & am decidedly of an opinion that if their plan is adopted it will be almost impossible for vessels to enter the Canal in heavy gales without the greatest risk.—I am satisfied with the plan which is now pursued, and I think that if the south pier, if not run in a more northerly direction, will not obstruct the entrance of the Canal; but if suffered to angle across before the mouth of the channel as proposed in the above mentioned plan, the object for which the Burlington Canal was intended would be quite destroyed.

GEO. SMITH.

Burlington Canal, }
 Aug. 6th, 1827. }

[No. 5.]

Having examined the plan proposed by Messrs. Moore & Mactaggart, for the construction of the piers at the entrance of the harbor at Burlington Bay. I do not hesitate to state, that in my opinion, if the said plan be adopted, it will be almost impossible for vessels to enter in heavy gales from the East, or North East, which is the time the harbor is most wanted for the safety of vessels. Having frequently entered the Burlington Canal I readily give it as my opinion that if the present plan is pursued, and the direction of the piers not altered there will not be the least difficulty in making the harbour at all times, and in the worst of weather.

JOHN CAMPBELL,

Master of the *Scr. Catherine.*

Burlington Canal, }
 Aug 6th, 1827. }

[No. 6.]

We the undersigned, are of an opinion that if Mr. Mactaggart's plan of the completion of the South pier, in Lake Ontario, be adopted, it will destroy the entrance of the Canal in bad easterly weather, as we feel confident that it will lead the channel too near the Beach, so that vessels will be obliged to anchor and beat off and on as they have formerly done, rather than risk the loss of lives and property in an Easterly gale; the entrance will be so narrow that there will be no possibility of getting in the Canal only in moderate weather.

We do approve of having the South pier extended considerably further in a direction towards the center of the break-water or thereabouts. We

have been trading about the head of the Lake since the Canal was opened, and have observed with strict attention the effect of the heavy Easterly seas at the pier-heads and the turn of the channel occasioned by the present situation of the piers. We venture to say that if the South pier be run out as we have hereabove mentioned, vessels may enter the Canal in the worst of weather with safety and ease and the channel will remain sufficiently deep.

EDWARD LEALAND,
Master Rebecca & Eliza.

WILLIAM KENT,
Master Gen. Brock.

DANIEL CAMPBELL,
Master Mohawk Chief.

Burlington Canal }
June 9th, 1827.

[No. 7.]

I have examined the plan of Moore & Mactaggart of the improvement at Burlington Beach. I believe if the Canal should be contracted as much at the outer extremity as the draft represents it, it would be a difficult and dangerous harbour to enter in stormy weather: but few vessels would steer quick enough to hit the entrance; flying in before a rough sea, a slight shear would be fatal to her. I have been through the Canal with a vessel of ten and a half feet draft of water. I have examined it thoroughly and am confident if the piers were widened as they extend farther, it would add much safety to the entrance when sailors most want to make a harbour.

August 23th, 1827.

ROBERT HUGIUM.

ERRATUM.

Page 13, at the top, omit (Document No. 4.)

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