

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming, are checked below.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

Coloured covers/  
Couverture de couleur

Coloured pages/  
Pages de couleur

Covers damaged/  
Couverture endommagée

Pages damaged/  
Pages endommagées

Covers restored and/or laminated/  
Couverture restaurée et/ou pelliculée

Pages restored and/or laminated/  
Pages restaurées et/ou pelliculées

Cover title missing/  
Le titre de couverture manque

Pages discoloured, stained or foxed/  
Pages décolorées, tachetées ou piquées

Coloured maps/  
Cartes géographiques en couleur

Pages detached/  
Pages détachées

Coloured ink (i.e. other than blue or black)/  
Encre de couleur (i.e. autre que bleue ou noire)

Showthrough/  
Transparence

Coloured plates and/or illustrations/  
Planches et/ou illustrations en couleur

Quality of print varies/  
Qualité inégale de l'impression

Bound with other material/  
Relié avec d'autres documents

Includes supplementary material/  
Comprend du matériel supplémentaire

Tight binding may cause shadows or distortion along interior margin/  
La reliure serrée peut causer de l'ombre ou de la distorsion le long de la marge intérieure

Only edition available/  
Seule édition disponible

Blank leaves added during restoration may appear within the text. Whenever possible, these have been omitted from filming/  
Il se peut que certaines pages blanches ajoutées lors d'une restauration apparaissent dans le texte, mais, lorsque cela était possible, ces pages n'ont pas été filmées.

Pages wholly or partially obscured by errata slips, tissues, etc., have been refilmed to ensure the best possible image/  
Les pages totalement ou partiellement obscurcies par un feuillet d'errata, une pelure, etc., ont été filmées à nouveau de façon à obtenir la meilleure image possible.

Additional comments:/  
Commentaires supplémentaires:

Docket title page is bound in as last page in book but filmed as first page on fiche.

This item is filmed at the reduction ratio checked below/  
Ce document est filmé au taux de réduction indiqué ci-dessous.

10X	12X	14X	16X	18X	20X	22X	24X	26X	28X	30X	32X
									✓		

50 Jan. 1840  
5th Sess. 13th Par.

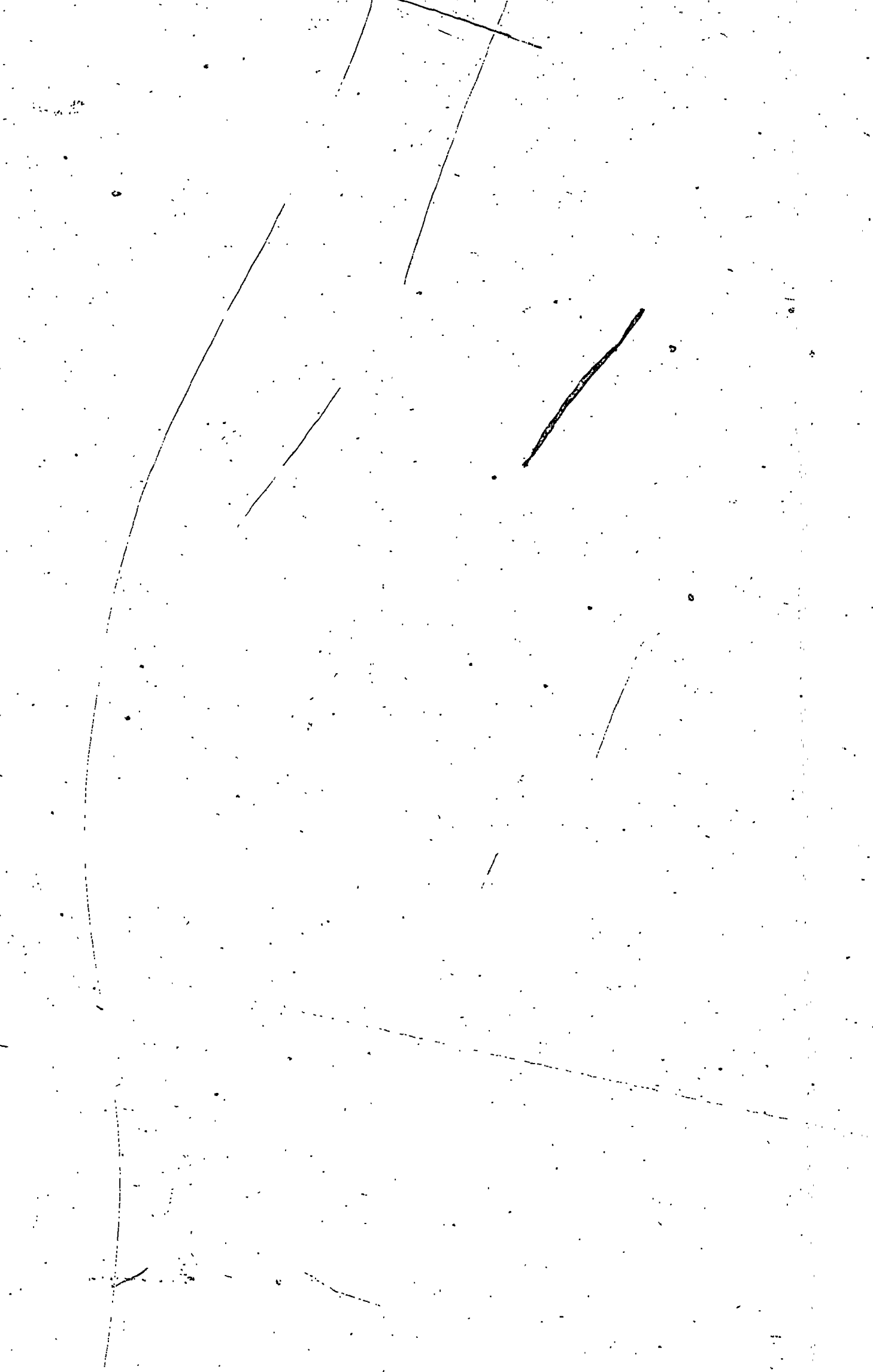
# REPORT

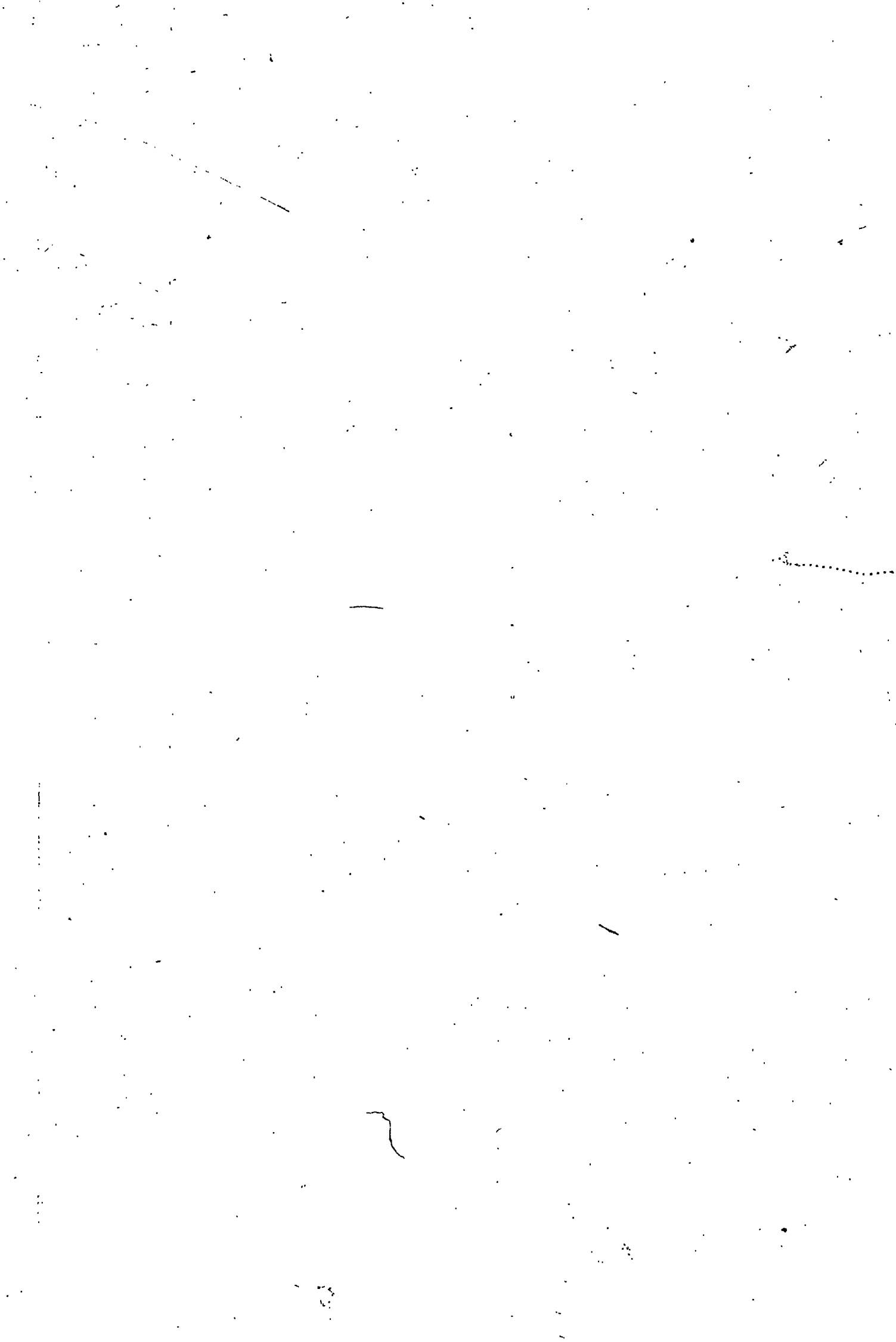
OF SELECT COMMITTEE ON THE  
REPORT FROM THE COMMISSIONERS  
ON THE IMPROVEMENT OF  
THE SAINT LAWRENCE NAVIGATION.

200 COPIES.

Ordered to be printed by the House of Assembly  
30th January, 1840.

Rogers & Thompson, Printers.





TO THE HONORABLE THE COMMONS HOUSE OF ASSEMBLY.

THE Select Committee to whom was referred the Report of the Commissioners of the St. Lawrence Navigation, have taken the same into consideration, and beg to submit the following Report for the information of your Honorable House.

On reference to the acts of the Provincial Legislature (3d Wm. IV. chap. 18, & 4th Wm. IV, chap. 40, authorizing the construction of the St. Lawrence Canal) your Committee have ascertained that the entire amount appropriated by Parliament for the construction of this great public undertaking was £420,000, of which sum, £356,579 has been expended, leaving a balance of £63,421 not yet appropriated.

It is stated in the report of the engineer, that the sum of £51,500 will yet be required to complete the works at the Long Sault, and a further sum of £5,215 15 8½ to pay outstanding debts, (for which notes on interest have been issued by the board) making together the sum of £56,715 15 8½.

By the bill passed by the Legislature during its last session, entitled "An Act to afford further facility to negotiate debentures for the completion of certain works," and which bill has since been assented to by Her Majesty's Government, the sum of £50,000 is authorized to be issued for the express purpose of completing that part of the work already commenced, and your Committee recommend that means be provided to effect this desirable object, particularly as the Engineer as well as the President of the board entertain no doubt that the tolls will pay the interest on this additional outlay, as soon as this part of the work shall be open for public use.

The Committee have read with attention the report of the resident Engineer, which, together with the minutes of the proceedings of the Board of Commissioners, and the account of expenditure; is annexed to the report referred to your Committee.

Entertaining a high opinion of the magnitude, utility and importance of this great public undertaking, your Committee not only recommend that the necessary funds be supplied, for the completion of the works already commenced, but they entertain a sanguine hope that the continuance of this navigation, without interruption, to the City of Montreal, will be one of the first objects to attract the attention and secure the support of the ensuing Legislature.

All which is respectfully submitted.

WM. HAMILTON MERRITT,

*Chairman.*

*Committee Room, House of Assembly,  
30th January, 1830.*

*To His Excellency the Right Honourable Charles Poulett Thomson, Governor General of British North America, Captain General and Governor in Chief in and over the Provinces of Upper Canada, Lower Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c. &c.*

MAY IT PLEASE YOUR EXCELLENCY :

The Commissioners for improving the navigation of the River St. Lawrence—

Respectfully report :

That in consequence of the continued absence of pecuniary means, for carrying to completion the works on the St. Lawrence Canal, the progress during the past season has been very immaterial, and with much regret they are compelled to observe, that the effect of the continued suspension of the works is apparent in the injury to which they are exposed in their unfinished state, although to a much less extent than was apprehended.

A desire on the part of some of the contractors, to bring their portions of the Canal to as near a state of completion as practicable, induced a willingness to receive, in lieu of the amounts of their respective estimates, the acknowledgments of the Commissioners, bearing interest until redeemed ; but as no definite period could be named when funds might be available, it was found that this species of security afforded little or no assistance in forwarding the desired object, and consequently was resorted to in a limited degree.

Several applications for actual and supposed claims on the part of the contractors, having been submitted to the Board, and it being desirable, under existing circumstances, that in every case the accounts of the several claimants should be brought to a close, the Board directed their most minute attention to the investigation of them, and although, in many instances, they proved either totally unfounded, or exorbitant, they have all been finally adjusted, and the acknowledgments of the Commissioners, bearing interest at 6 per cent per annum, were passed to the claimants. Some few claims for damages to property, though in the aggregate of small amount, were important to the claimants, and being investigated, with the strictest regard to economy, they were settled. Their total amount is £435 17 8.

The accompanying minutes of the proceedings of the Board, will be found to detail particularly the mode in which the several claims have been adjusted.

In the statement submitted at the close of the last year, it appears that £1917, 5s. of the debentures, which had been passed to the Contractors, for work performed, were outstanding.

Of that amount £1119 5s have since been retired, which leave yet unpaid of the issue of last year £798 0 0. The amount of debentures issued this year, to the Contractors, &c. is £4417, 15, 8½ making altogether the sum of £5215 15s. 8½ of the Commissioners' debentures outstanding, and bearing interest at six per cent. per ann. until paid. The detail of the receipts and expenditures for the year, exhibits a balance of £19 9s. 11d, yet undischursed of the funds provided by the province, for the use of the Canal.

The continued suspension of the works, and the absence of any immediate prospect of their being resumed, induced the Board to discharge the several officers connected with the Engineer department, retaining only in their employment the resident Engineer, and Secretary, each at considerably reduced salaries. The very important services of the resident Engineer, which have at all times commanded the approbation of the Board, continue unabated, and they have much satisfaction in referring to the very full and interesting report from him appended to the minutes, in reference to the present state of the works, and the prospect of advantages to be derived from their speedy completion.

The Board cannot conclude their Report, without expressing a hope that in the wisdom of the Legislature, means may be devised for obtaining the comparatively small sum required to render this magnificent undertaking available to the prosperity of the trade of this country, and the development of its rich resources. Confident that the most sanguine views of its utility, will prove to have been fully warranted by the result.

(Signed,)

JOHN McDONALD,  
*President.*

*Canal Office, Cornwall.  
2nd December, 1839.*

*ABSTRACT of Receipts and Disbursements on the St. Lawrence Canal, from 1st Jan'y to 30th November, 1839.*

	£	s.	d.		£	s.	d.
To Amount of Debentures (1838) Nos. 4, 5, 6, 7, retired . . . . .	1119	5	0	By balance, as per statement rendered 31st Dec. 1838 . . . . .	2376	10	3
Interest paid on do . . . . .	29	16	0	Amount from Receiver General . . . . .	1138	17	9
Amount of Contingent Expenses paid as per accompanying vouchers Nos. 1 to 11 . . . . .	72	18	5½	Amount received for materials supplied for the use of the Government Block House . . . . .	17	16	0
Amount of Engineer Expenses paid as per accompanying vouchers Nos. 1 to 10 . . . . .	1079	5	4	Amount of Debentures issued to Contractors, &c. . . . .	4417	15	8½
Amount paid for Damages to property as per accompanying vouchers Nos. 1 to 6 . . . . .	435	17	8				
Amount paid Salary to Secretary as per accompanying vouchers Nos. 1 to 3 . . . . .	225	0	0				
Amount paid to Contractors, for work performed on the Canal, as per accompanying vouchers, Nos 1 to 19 . . . . .	4969	7	3½				
Balance in the Commercial Bank . . . . .	19	9	11				
£ 7950	19	8½		£ 7950	19	8½	

*Errors Excepted,*

*Cornwall, 30th November, 1839.*

(Signed)

JAMES HUME,

*Secretary.*

At a meeting of the Commissioners held at Cornwall, on Tuesday the 29th May, 1839.

PRESENT.

HONORABLE JOHN M'DONALD, PRESIDENT.

HONORABLE PHILIP VANKOUGHNET,

GEORGE LONGLEY,

PETER SHAVER.

JAMES MORRIS.

} Esquires.

The minutes of the preceding meeting were read.

Colonel Philpotts, Resident Engineer, submitted a letter addressed to him by A. D. Taylor (who was dismissed from the works on the Canal, in consequence of habitual drunkenness) claiming £13 1 6, with interest, since October 1836, as due to him, and threatening legal proceedings should the demand not be complied with.

*Resolved*, That the Board considering Col. Philpotts their agent in the employment, and dismissal for drunkenness of A. D. Taylor, should proceedings, as threatened in the letter now submitted, be resorted to, they will hold Col. Philpotts free from any pecuniary loss thereby.

Messrs. D. & J. L. Wilkinson, contractors for the construction of the lock gates, of the St. Lawrence Canal, appeared before the board on the subject of their claim for detention, and in consequence of the advance on the price of iron; and in reference to the further prosecution of their contract, proposed that if paid on account of the amount now due to them, for work performed on the lock gates, £579 7 11 $\frac{1}{2}$ , they will continue their work, and await the payment of their further progress in the same, until the Commissioners can ascertain if funds to complete the work can be obtained, upon the application made to the Home Government, and for the amount that may then be due (should funds be not available) they will wait (upon receiving the acknowledgment of the Commissioners for the amount due to them) until funds can be procured.

Messrs. Reid & Shepherd submitted a detailed statement of their claim, (for damage in consequence of the rejection of cement, &c.) amounting to £2706 19 10, which was referred to the resident Engineer, for his report thereon.

Messrs. Reid & Shepherd and R. & P. McKay submitted a renewed claim for loss sustained by them in consequence of the alteration of the wing walls of the locks, and requesting a reconsideration of their original claim.

*Ordered*, That the Secretary advertize in the Cornwall Observer, and Brockville Recorder and Statesman, that the funds applicable to the St Lawrence improvements having been expended, the Commissioners will hold a final meeting at Cornwall, on Tuesday, the 2d July, for the consideration and adjustment of the claims of the contractors, and that said claims be sent in detail to the office of the resident Engineer, on or before the 10th day of June.

That the claims for damage to property on the line of canal, cannot be entertained at the approaching meeting.

*Resolved*, That all the officers in the employment of the Commissioners, with the exception of the resident Engineer and the Secretary, be discharged on the 1st day of June and paid to that date.

*Resolved*, That the premises now in use as the Commissioners' and Secretary's Office be henceforth dispensed with, and that the books, papers, &c. be removed to premises heretofore occupied by the Engineer department.



At a meeting of the Commissioners held at Cornwall, on the 2d, 3d, 4th, and 5th July, 1839.

PRESENT.

HONORABLE JOHN M'DONALD, PRESIDENT.

HONORABLE PHILIP VANKOUGHNET,

GEORGE LONGLEY,  
PETER SHAVER,  
JAMES MORRIS, } Esquires.

The minutes of the preceeding meeting were read.

The resident Engineer submitted a report upon the claim of Mr John Lane, (one of the Contractors for constructing the Cornwall dock,) for extra hewing of the Timber used in that work, which was read as follows.

*St. Lawrence Canal Office,  
Cornwall, 24th June, 1839.*

SIR,

With reference to the memorial of Mr. Lane, respecting the Dock at Cornwall, I have the honor to report, that Mr. Robert Johnston, who is a joint Contractor with Mr. Lane for that work, has expressed himself fully satisfied that nothing has been required to be done by Mr. Lane, which was not fully stated in the specification, when their tender was accepted, previous to which they had every opportunity of informing themselves on the subject.

I am aware that the price paid for this work was low, and it is due to Mr. Lane, who executed it, to say that it is very well done; and altogether I think it probable that he may have lost money by it. I am sorry that it is not in my power to recommend the Board to make good his loss.

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

GEO. PHILLPOTTS Lt. Col. R. E.

*Honorable John McDonald,  
President, &c.*

*Resolved,* That the work on the Cornwall Dock, having been performed according to the specification, and distinct understanding with Mr. Johnston, (one of the Contractors) the claim of Mr. Lane cannot be entertained.

The resident Engineer submitted his Report, upon a claim of Mr. A. N. Buell, (one of the original Contractors for the construction of the culverts) which was read as follows.

St. Lawrence Canal Office,  
Cornwall, 21st June, 1839.

SIR,

With reference to Mr. Buell's claim for extra work &c. at the different Culverts, I have the honor to report as follows :

*At Moulinette Culvert.* 1st. He claims for 59 feet of cut stone at 2s. per foot, on which I have to remark, that the quantity for which he has been paid in the estimate is fully equal to the quantity delivered, which was fit for the work ; about 50 feet which were altogether unfit for any thing but blocking, were given to Mr. Ross, and used by him for that purpose, as a remuneration for trimming 199 joints worth 6d. each, it having been found necessary to cut that number of the ends of the stone over again, to make them equal to the size required by the specification.

2nd. Of the backing stone delivered by Mr. Buell, a large quantity was quite unfit for the work, and therefore not used in the walls ; in consequence of which we were put to some additional expense, in order to remove them out of the way. The quantity allowed in the estimate is all that was fit for use.

3rd. The drain here alluded to, was made altogether for the convenience of the Contractor ; it has been included in the measurement of the excavation, which is more than he is strictly entitled to.

4th. No charge has been made for these joints in the estimate finally paid to Mr. Buell.

5th. For this stone 18s. 2d. and ten per cent. has been paid, which is equal to what he has demanded or nearly so.

6th. Mr. Buell never applied to have any blasted stone measured, nor does it appear from any document in this office, that there was any.

7th. The cut stone was reduced to the quantity allowed in the estimate, by dressing the end joints, which was necessary to make them fit for the work, according to the specification.

8th. There was no extra work on the Arch stones prepared by Mr. Buell, they were merely neatly dressed and wrought to close joints as required by the specification.

9th. The claim for extra quarrying of Arch Stones, is quite unreasonable and inadmissible.

*At Millc Roches Culvert.* 1st. Not more than 6 yards can have been built below this foundation to which he is entitled.

2nd. The excavating of this drain was not more expensive than that of the foundation, and therefore I see no reason for any extra charge on it, and it was necessary for him, to enable him to drain his work, and consequently a great advantage being paid for it.

3rd. For blasted rock 1s. a yard extra will be a fair allowance.

4th. Five shillings a day as allowed in the estimate, was the usual price paid to masons at the time alluded to.

5th. 6s. 6d., as allowed in the estimate, was the usual price paid to masons at the time alluded to.

6th. 6s. 6d. a day will also be sufficient for this work, and therefore an addition of 6d. a day for 53 $\frac{1}{2}$  days will be a fair allowance.

- 7th. 3s. a day for 5 $\frac{1}{2}$  days may be allowed for this, as demanded.
- 8th. 4s. a yard has been paid for this, which is equivalent to 19s. a cord, being the value of the stone used.
- 9th. The claim of a labourer for 5 days at 3s. 9d. may be allowed, 18s. 9d.
- 10 & 11. These claims for extra prices upon the Arch Stones, are inadmissible for the same reasons as have been given on items 8 and 9 of the claim at Moulinette Culvert.
- 12th. There is no extra work here, beyond what is shewn in the plan.
- 13th. This stone was not fit for the purpose, and therefore it was taken up, but the Contractor can have no claim in consequence.
- 14th. This coping was not laid originally according to the specification, and therefore Mr. Buell can have no claim for it, the Contractor being bound to remove it at his own expense.
- 15th. This stone was not of the proper size for the coping; according to the specification, and therefore Mr. Buell can have no claim for it.
- 16 & 17. These items depend on the claim for delay, on account of the rejection of cement in 1835.
- 18th. This stone was dressed during the preceding year, and split by exposure to frost in the winter, and therefore rejected as not fit for the work.
- 19th. All the excavation of the Archway should have been done by the Contractor at 7d. He neglected 327 yards, for which he had to pay 1s. 0 $\frac{3}{4}$ d. per yard extra, = £17 11s. 6d. which amount must be charged to Mr. Buell, who has been fully paid for all the excavation which he took out between the wings.
- 20th. All the loose stones that were piled for measurement from the excavation were duly measured and returned in the estimate.
- 21st. This stone was rejected because it was injured by Frost, and therefore unfit for the work, consequently nothing can be allowed for it.
- 22nd. This may be allowed £3 5s.
- 23rd. This may be allowed 15s. 7 $\frac{1}{2}$
- 24th. This claim for covering the Arch with cement, has been already rejected by Mr. Mills, who drew up the specification, and therefore it will remain with the Board to decide upon it.
- 25th. None of the stones here alluded to, were used on the Canal, they were quite unfit for it, and Mr. Buell was accordingly desired to remove them. He neglecting to do so, obliged us to pay Mr. Tait, the Contractor for the adjoining section, the sum of £2 13s. 5d, which must be charged against Mr. Buell.
- At Robinson's Creek Culvert* 1st. Mr. Buell received 30 per cent on the backing in addition to the sum of 16s. making altogether about 20s. 9 $\frac{1}{2}$ —the full value of it.
- 2nd. The extra height of this work was done by Mr. Truax, the sub-contractor, and the amount paid to him.
- 3rd. The price of this ditch was settled by Mr. Mills, with sub-contractors, who did the work; and this roadway was not more difficult.

4th. The price of 1d. extra, as allowed in the estimate, was settled by Mr. Buell with the sub-contractors who did the work, and therefore Mr. Buell can have no claim on this head.

5th. This has already been paid to Mr. Truax who did the work.

6th. The stones cut by Mr. Buell for the club screws were bad and rejected, and consequently new ones were procured from Mr. Truax.

7th. This may be allowed £3 15s.

8th. This may be allowed £3 1s. 6d.

9th. This can only be for 1156 feet in the ends above the springing course, and if any thing were due for it Mr. Truax would be entitled to it as he did the work.

10, 11, 12. These are unadmissible for the reasons given on the same items of the Mille Roches Culvert.

13th. The Board must decide this point for the reasons given on item No. 24 of the Mille Roches claim.

*At Wood's Creek Culvert.* 1st. The proper quantity of mason's work required for this Culvert, has been allowed in the estimate.

It appears that in consequence of the Contractor sinking the excavation below the proper level, some extra work was required, but as this was caused by his own neglect he can have no claim for payment on account of it; the workmen were told so at the time when the levels were given to them.

2. This may be allowed  $\frac{5}{7}$  of a yard, = 8s. 4d.

3. No excavation has been omitted.

4. The excavation of the drain was easier than that of the culvert pit, and therefore nothing extra can be allowed for this, particularly as the subcontractor who performed the work agreed to do it at the contract price.

5. The loose stones were measured as they were piled, and none were omitted.

6. 6s., with the addition of 30 per cent, was a sufficient remuneration for this work.

7. This work was done by Messrs. C. Kerr & Co., who were paid for it, and therefore Mr. Buell can have no claim whatever on this account.

8. The cement was furnished in 1835, at which time the price allowed in the estimate was a fair one, in addition to which 10 per cent. was paid on it.

9. This may be allowed £17 8 9.

10. Price too high, allow 8s. 1d. which is the highest price that has been paid.

11. This may be allowed £5 7 6.

12. The Board must decide this point, for the reasons given in item No. 24 of Mille Roches Culvert.

*At Cornwall Culvert.* 1. The price paid for this stone was quite sufficient, particularly as it was not fit for the work, and it would have been of no use, if it had not been burned into lime.

2. This drain was made for the convenience of the contractor, it has been paid for at the contract price for excavation, which is all that he can be entitled to, particularly as it was not more difficult than the culvert pit.

3. There is no extra work on these arch stones, they are merely neatly dressed, and wrought to close joints, as required by the specification.

4. This claim for extra quarrying is quite unreasonable and inadmissible.

5. These springers were not properly dressed when delivered. The present contractor has allowed nothing extra for them, and therefore nothing extra can be allowed to Mr. Buell for them.

6. This sand was rejected by the resident Engineer, as unfit for the work. The present contractor subsequently procured sand of a much better description from St. Regis.

7. This lime was put into a shed, and left there; some persons afterwards took boards off this shed, in consequence of which the lime slacked, and burst the shed, and subsequently the boards of the shed were taken away altogether, and the lime was spoiled in consequence.

8. These arch stones were originally put down in the way of the bank on section No. 26, from which it was necessary to remove them, to enable the contractor for that section to go on with his work, and therefore I cannot see that Mr. Buell has any right to make a claim on this account.

With reference to his claim, No. 2, on the Mille Roches Culvert, I have to remark that his extra charge for stone is inadmissible, because no extra stone was required beyond what is called for by the specification. If Mr. Buell chose to go to Sheik's Island for stone, I can see no reason why he should be paid for doing so.

The sand as well as the rest of the materials were, by the contract, required to be delivered to the satisfaction of the resident Engineer. The sand here alluded to did not satisfy me, and therefore I rejected it, which it was my duty to do, according to the terms of the contract; but this work having been performed in 1836, he received 30 per cent additional, instead of 10 per cent, which he would have received had it been done in 1835.

With regard to his claim, No. 2, on the Moulinette Culvert, for damages on account of my unreasonably annulling the culvert contract, the board will see, by referring to my report of 12th July 1836, that this contract was declared null and void by me in consequence of the contractor's neglecting personally to superintend the work during its progress, and to employ such number of proper workmen, from time to time, as the state of the work required. They cannot therefore have any claim whatever on this account.

With regard to his claim for an over payment to Mr. Tait, arising from an erroneous estimate of the building stone delivered by him, in the winter of 1834-5. I am informed that the contractors having applied to Mr. Mills, for an advance on this stone, a rough estimate of the quantity was made, on which money was advanced for his accommodation; the true quantity of stone could not be ascertained correctly at that season of the year, particularly as it was not piled, and when it was subsequently measured in the summer, it was found that there was not so much stone delivered, as had been returned in the rough estimate above alluded to, but Mr. Buell can have no claim on this account.

Besides the above claims, Mr. Buell has given in a statement of "Damages arising from delay and stoppages, on account of Mr. Mills, the resident Engineer, condemning or rejecting good water lime for the culvert." The circumstances connected with this took place in 1835, the year before I came to the Canal, and it

is therefore impossible for me, at this distant period to draw up a full report on them. Having, however, made all the inquiry I could respecting it, the result of which is here submitted. I must leave the board to decide upon it.

Mr. Ross, the subcontractor for the Mille Roches Culvert, claims £204 6s. 6d. on the following grounds viz.

£103 6s. 6d. for damages sustained by him in having 12 masons, and 11 laborers kept idle on his hands, between the 27th August, and 23d October, 1835, in consequence of the rejection of the cement by Mr. Mills. He states that he actually paid this amount to his men, and indeed more, that during a part of the time he employed them on other work, whereby he thus reduced his loss one half. He also claims £72 being as he states 4 months wages for himself at 7s. 6d. a day, for half the time he was kept idle, and also £29 for a man and a pair of Horses, which he says were kept idle for the same reason, making in all £204 6s. 6d. He says his actual loss was much greater than this sum.

Mr. Scott, the subcontractor for the Cornwall Culvert, under Mr. Buell, claims £35 19s 6d for wages paid to his men when kept idle in 1836, waiting for the Board to decide whether this Culvert should go on or not. He also claims £52 8s 4d for labour performed to the excavation and drain.

All that is due for labour performed to the excavation and drain, has I believe been returned in the estimate at the contract price. The merits of the claims for losses by detention, can only be decided by the Board, and I would merely remark respecting them, that if the labourers here represented to have been kept idle, had applied for work on the other parts of the canal, they would have found no difficulty in obtaining it, and this would in my opinion deprive them of all grounds of claim even if they had a right to it in other respects, which however, I am not prepared to admit.

On the whole I feel it my duty to remark, that Mr. Euell has no claim to any favorable consideration of his demands, because he has given much trouble, and by neglecting to perform his contract properly, he has obliged the Board to employ other persons to complete his work; and now when this work which he has contracted to perform, has been done by others, he comes forward after an absence of two years with these numerous claims. I have endeavoured however, to report upon the whole impartially, and to the best of my ability at this distance of time, for the information of the Board, and I trust that they will be enabled to come to a satisfactory decision respecting them.

I have the honor to be

Sir, your most ob't. serv't.

GEO. PHILLPOTTS, Lt. Col. R. E.

*Honorable John McDonald,  
President &c.*

*Ordered*, that the foregoing report be handed to Mr. Buell, to enable him to prepare his reply for the present session of the Board. The resident Engineer submitted his report upon the claim of Messrs Reid and Shephard for damages, on account of detention in the execution of their work on lock No. 2, in the summer of 1835, which was read as follows:

*St. Lawrence Canal Office,  
Cornwall, 26th June, 1839.*

SIR,

In reporting upon the claim of Messrs. Reid and Shephard, for damages amounting to the sum of £1672 on account of their having been retarded.

in the execution of their work at Lock No. 2, in the summer of 1835, in consequence of the rejection of their Cement by Mr. Mills. I beg leave to refer to my report of 25th April 1837, on a similar claim made by Messrs. Hardy & Co. in which I have entered fully into the subject of cement &c. and as the particular circumstances alluded to by Messrs. Reid and Shephard, on which their claim is founded, occurred before I came to the Canal, and as some of the members of the Board, are already better acquainted with the facts than I can possibly be, they will best be able to decide on this point, as well as on their claim for £1000, in consequence of the resident Engineer, Mr. Mills, having refused to accept the Hull Cement, and obliged them to purchase it at a higher rate at Massina. I may however remark, that the contract requires that the Cement shall be of the first quality of water lime, and therefore Mr. Mills was fully justified in obliging the contractors to procure cement of that quality, and they can have no ground of claim, if that which they furnished was not of that description.

With regard to their claim, for an additional allowance of 3733 yards of embankment at Lock No. 2. I have the honor to state, that I have been assured by Mr. George Keefer, who had charge of this work, that the quantity which has been allowed in their estimate is the whole quantity actually filled up by them, which he ascertained by actual measurement at the time the work was performed. It is quite true that the quantity of earth excavated for the Lock pit was greater than the quantity we have allowed them for filling in, but as a large proportion of this excavation formed a part of the embankment here alluded to, and consequently was never moved again, the Contractors can have no grounds for claim on account of it.

In my report of 25th May 1838, I have entered fully into their claim for damages, in consequence of the removal of the site of Lock No. 3, and given extracts from two letters from Mr. Mills, from which it appears that the Contractors sustained no injury, whatever by the removal of this lock, and I see no reason to alter the opinion I then gave on the subject, which was unfavorable to their claim.

With regard to their claim for an additional price of 12s. 6d per yard, for building 160 yards in the sunken breast of Lock No. 3, with clear cement, I think it is most unreasonable. The stone employed on this part of their work was not better than that described in the specification for the backing of the whole of the locks, which is required to be "large well-shaped flat stones," and therefore no additional labor was necessary in procuring this material, but an extra quantity of Cement was certainly used, about 40 barrels in 160 yards, which at 8s. 1d. per barrel will amount to £16 3s. 4d. and this sum may be fairly allowed them.

The sum of £23 12s. 11d. paid to Mr. Bouron, has been already credited to them in their accounts, and under the circumstances of the case, I am disposed to recommend that the sum of £6 10s. which they paid to some labourers at Lock No. 3, by my verbal order, may also be allowed, but I can see no reason whatever for allowing their claim of £5 15s. alleged to have been paid by them to Mr. Fleming, for measuring Lock No. 2, the employment of whom by the contractors was quite unnecessary, inasmuch as it made no difference in the final measurement and calculation of this Lock, which was made to the satisfaction of the Contractors, without any reference whatever to any thing that has been done by Mr. Fleming, or any other person than those employed in this office

I have the honor to be

Sir,

Your most obedient servant,

GEO. PHILLPOTTS, Lt. Col. R. E.

*Honorable John McDonald,*  
President &c.

Mr. Hector Manson submitted a claim for the payment of stone taken from his quarry for the use of the canal, and for the cost of clearing his land of the broken stone left thereon. *Ordered*, That 2s. a cord for 50½ cord of stone taken for the use of the locks be paid to the claimant, the claim for clearing the land of broken stone, having been already settled, is now inadmissible.

Mr. Tunis Vancamp having appeared before the Board, on the subject of a claim submitted by him, as executor to the estate of the late Evan Royce, and on behalf of the infant heir to said estate, for land taken and damage done to the property, it was mutually agreed that in full payment and satisfaction of the said claim, the sum of Three Hundred and Twenty-Five Pounds be paid to the claimant; the commissioners reserving the right of appropriating such further land from the premises aforesaid as may be required for the erection thereon of a block House with a road, in addition to the land set forth in said claim.

Mr. Charles Hollister submitted a claim for fences destroyed, and for the use of land on which shanties were erected by the contractors, for Section No. 1.

*Resolved*, That the claim for fences destroyed cannot be entertained, and that one pound five shillings be paid for the use of the lands on which shanties were erected.

George Crawford, Esq., contractor for Locks Nos. 5 and 6, came before the Board, on the subject of the retention by the engineers of a portion of the estimate for work performed on that contract, and to cover any loss that might hereafter be sustained in completing the work, should it require to be re-let.

*Ordered*, That the works on Locks Nos. 5 and 6 having been suspended by order of the Commissioners, in consequence of the want of funds for their further prosecution, the full amount of the work performed be paid to the contractor.

The resident Engineer submitted his report upon the claim of Mr. Nathaniel Tait, for short measurement of excavation on Section No. 9, which was as follows:

*St. Lawrence Canal Office,  
Cornwall, 21st June, 1839.*

SIR,

With reference to Mr. Tait's claim of £276 5 9½, which he states to be due to him on Section 9, I have the honor to report, that the statement which he has submitted in support of it is quite erroneous, the mucking and loose stone being incorrectly taken into account as if they formed so many yards of embankment, and the shrinkage being taken at 12½ per cent. instead of 10 per cent.

The following is the detailed statement of the quantities from which his estimate for November last has been calculated, the amount of which is £3,020 1 9, instead of £2,943 10 9½, as he has stated:

The Bank measures		66920	yards
North Bank at the Culvert		5062	
Mucking &c. replaced by embankment		850	
	Total	72832	
Deduct required to fill road-way at Mille Roches		200	
	Total embankment performed	72632	yards

From which deduct for Excavation as follows:

Excavation		29,512
Loose Stones	$\frac{3034}{5} = 2427$	
Stones blasted	436	2,863
Excavation actually put in Bank		26,649



Excavation actually put in bank	- - - - -	26,649	
Deduct shrinkage, 10 per cent.	- - - - -	2,665	
		<hr/>	23,984
Leaving for embankment proper	- - - - -		48,648 yards.
Excavation	- - - - -	29,512	
Do Cutting out birm	- - - - -	166	
		<hr/>	29,678
Mucking	- - - - -		1,036
Extra excavation taking up bridge	- - - - -		663
Stones blasted	- - - - -		436
Loose stones	- - - - -		3,034
Embankment from excavation	- - - - -		3,160

The quantities allowed in his estimate for November last correspond with the above, and I cannot see that he has any further claim.

I have the honor to be

Sir,

Your most obedient servant,

GEO. PHILLPOTTS Lt. Col. R. E.

*Honorable John McDonald,  
President, &c.*

The resident Engineer submitted his report upon the claim of Mr. Nathaniel Tait, for payment of work on Section No. 6, for which he alleges that he has received no remuneration.

*St. Lawrence Canal Office,  
Cornwall, 29th June, 1839.*

SIR,

With reference to Mr. Tait's claim dated 10th December 1838, amounting to £267 16s 8d. for work alledged to have been performed by him, on section No. 6, for which he says "that the estimate gives no remuneration." I have the honor to state that it will be seen by referring to the estimate made on this work in April last, that the number of yards excavated for trench drains, - - - - - 3900

For removing slipped banks preparatory to puddling, - - - - - 4455

Making in all for these two descriptions of work, - - - - - 8355 yards.

This amount is less than that quoted by Mr. Tait, from the estimate of April 1838, in consequence of that estimate having included under this head a portion of the work now denominated "excavation of puddle ditch."

By referring to the estimate for April last, we shall find that the quantity of stones put in drains, - - - - - 322

Together with the quantity of Brushwood, - - - - - 19

And the quantity of work re-placed in drains, - - - - - 3559

Will make the quantity of excavation, - - - - - 3900 yards,

For trench drains above alluded to and therefore it follows, that Mr. Tait is fully paid for all the work he has performed.

With regard to his claim for pumping, I have to remark that this was a contingency which must have been foreseen by Mr. Tait, when he tendered for the work, and that he contracted for it with the understanding, that nothing extra would be allowed on account of it, and therefore I cannot recommend his being paid any thing on this account.

I have the honor to be

Sir,

Your most obedient servant,

GEO. PHILLPOTTS, Lt. Col. R. E.

*Honorable John McDonald,  
President &c.*



	£	s.	d.	£	s.	d.
Amount brought forward - - -						
6, Work done by Truax, and paid for.						
7, Cutting round-belt course, allowed.	3	15	0			
8, 41 feet square course, (not used) - - -	3	1	6			
9, Work done by Truax.						
10, 11, 12, See 8 and 9 <i>Moulinette</i> .						
13, 26½ yards cement coat with per centage, - - -	78	4	10			
				85	1	4
<i>Wood's Creek Culvert.</i>						
1, Inadmissible.						
2, Allow 27 yards arch stone-laid, - - - - -		9	2			
3, The full quantity of excavation has been paid for.						
4, Withdrawn.						
5, Allow 25 yards loose stone, - - - - -	1	17	6			
6, 38½ days teaming extra per day, - at 1s. 6d.	2	18	6			
7, 33½ " ox team - - - - - at 2s. 3d.	3	16	0			
8, Extra on 17 barrels cement - - at 2s. 3d.	1	18	3			
9, 465 bushels lime used in rebuilding, - at 9d.	17	8	9			
10, 13 barrels cement - - - - - at 10s.	6	10	0			
11, 380 bushels sand - - - - - at 3d.	5	7	6			
12, 40½ yds. cement coat, with per centage, at 45s.	117	19	6			
				158	5	2
<i>Cornwall Culvert.</i>						
1, Claim for extra price of stone deferred for future consideration.						
2, Do do.						
3, Do do.						
4, Do do.						
5, Allow on springers for arch, 84 feet, at 1s. 9d.	23	15	2			
6, Claim for sand, inadmissible.						
7, Allow for 400 bushels lime lost by detention, 9d.	15	0	0			
Allow amount short paid on former estimates -	11	13	1½			
				50	8	3½
				455	5	6

The portion of Mr. Buell's claim which is based upon the temporary suspension of the work, in consequence of the rejection of cement by the resident Engineer, be deferred for consideration at a fuller meeting of the Board.

The report of the resident Engineer, on the claims of Messrs. Reid & Shepherd, having been read to Mr. Reid, and he having been heard in support of the several items:

*Resolved.* That the Hon. P. Vankoughnet be requested to investigate with the Secretary, and Assistant Engineer, such portion of said claims in presence of Mr. Reid, as have reference to the calculations in the estimates as to the payments made by the Secretary, and that the claims for detention, alteration of plans, extra work &c. be deferred for consideration at a fuller meeting of the Board.

The resident Engineer submitted his report upon the claim of Mr. Thomas Scott, contractor for the completion of the Cornwall Culvert, which was read as follows:

*St. Lawrence Canal Office,  
Cornwall, 5th July, 1839.*

SIR,

With reference to Mr. Scott's claim for extra work &c. on the Culvert at Cornwall, I have the honour to report, that a great number of items in it depend on a difference of opinion between him and Mr. George Keefer, respecting the measurement, which can only be settled by a joint measurement, and I have written to Mr. Keefer, as directed by the Board, to come hither for the purpose of settling them. On the other items I beg leave to remark as follows :

- No. 1. Price allowed, subject to revision of measurement.
- " 2. do. do. do.
- " 3. do. do. do.
- " 4. The price here charged is too much, 1s. 6d. is sufficient, subject to revision of measurement.
- " 5. Allowed, subject to revision of measurement.
- " 6. This may be allowed.
- " 7. This work was more difficult than the other, and though strictly speaking, a part of the Culvert, 3s. 9d. per yard extra may be allowed.
- " 8. Is not at all connected with this Culvert, and I see no reason for allowing it.
- " 9. This stone has not been delivered, and therefore I do not see how any thing can be allowed for it.
- " 10. Price allowed, subject to revision of measurement.
- " 11. do. do. do.
- " 12. do. do. do.
- " 13. Contract price sufficient, subject to revision of measurement.
- " 14. Price allowed, subject to revision of measurement.
- " 15. This is for alleged extra work, on the face of the walls of the Culvert, for which Mr. Scott can have no claim : when the contract, after much solicitation on his part, was given to him, he was distinctly told that he would be paid the prices according to Mr. Buell's original contract, with the addition of 30 per cent. which has been allowed to him in the estimates, but he was also told that the work was to be done in the same manner as that then in progress by Mr. Ross at Moulinette, and he was fully given to understand, that no extra price whatever would be allowed on any item on the ground of any alleged difference in the workmanship.
- " 16. This has been allowed in the estimate, at 1s. 6d. which is quite sufficient.
- " 17. Inadmissible for the reasons given on item No. 15.
- " 18. The Arch requires 2550 feet of stone including springers: Mr. Buell was paid for 2334 feet cut stone, of which Mr. Scott has only been charged for 2270 feet, making a deduction from Mr. Buell's of 55 feet of ends &c. and leaving 271 feet for Mr. Scott to finish. By his own statement it appears that he only finished 209 feet, and therefore it is evident he has no claim on this head.
- " 19. This may be allowed.

- “ 20, & 22. Require further consideration.
- “ 21. This is for carrying 1522 yards of excavation an extra distance, not exceeding 150 feet, for which 1<sup>1</sup>/<sub>2</sub>d. has been allowed in the Estimate, which is quite sufficient.
- “ 23. This is for 8 days mason work, employed in pointing, 6s. 3d. has been paid by the estimate, Mr. Scott asks 8s. which may be allowed.
- “ 24. This is for cement furnished to Mr. Scott for building the Arch. He has been charged 49 barrels in the estimate, and he alleges that he only used 30. Mr. Bathgate the foreman, who had charge of the work at the time, has been questioned particularly as to this point, and he still asserts the above mentioned quantity was given to Mr. Scott.
- “ 25. Requires further consideration.
- “ 26. Allowed, subject to measurement.
- “ 27, 28, & 29. Inadmissible.
- “ 30. The paving of this Culvert was so badly done that Mr. Scott was ordered to take it up again, which he refused to do, and therefore I have refused to pay for it
- “ 31. Contract price sufficient, subject to measurement.
- “ 32, 33, 34, & 35. Price allowed, subject to measurement.
- “ 36. Inadmissible.

I have the honor to be

Sir, your most ob't. serv't.

GEO. PHILLPOTTS, LT. COL. R. E.

*Honorable John McDonald,  
President &c.*

The foregoing report having been read to Mr. Scott, and his explanation of the sundry items of his claim being heard,—

*Resolved.*

- No. 1. 564 bushels lime, 7<sup>1</sup>/<sub>2</sub> allowed subject to revision.
2. 72 yards sewer wall 13s. 6d. allowed do
3. 195 feet dressed stone not laid, 6d. do
4. 44 “ Coping, 1s. 6d. do
5. 246 “ in Bridge Wall. 6d. do
6. 22 lineal feet allowed.
7. Allow 3s. 9d. per yard extra on . yards N. W. Pier.
- 8, & 9, inadmissible.
10. 6 yards at 9<sup>1</sup>/<sub>10</sub>d. subject to revision.
- 11, & 12. 868 yards 2s. do.
13. 7 yards masonry Contract price, and 3s. 9d.
14. 4436 feet stone, dressed for sewer, 4s. 2d.
- 15, & 16. Inadmissible.
- 17 & 18. do.
19. Arch stone delivered by Buell, allowed £35:
20. Reserved.
21. Inadmissible.
22. Reserved.
23. 8 days mason pointing, 8s.
- 24 and 25. Reserved.
26. 10s. per cord, subject to measurement.
27. Detention of scow—referred to Engineer.
28. Reloading do do

- 29, & 30. Inadmissible.  
 31. 127 yards masonry, allow contract price, and 3s. 9d. per yard.  
 32. Masonry of Culvert, Sewer and Cess-Pool, subject to measurement.  
 33. Masonry of Arch. do  
 34. Excavation of Culvert pit and Sewer &c. allow contract price.  
 35. 21½ cords of stone delivered—allowed, subject to measurement.  
 36. Inadmissible.

The following claims for damage to property on the line of the Canal, having been submitted it was

*Resolved*, That the Honorable P. Vankoughnet and Peter Shaver, Esquire, be requested to inspect the premises &c. on which the sundry claims have originated, and endeavour to arrange with the claimants.

Claim of	Amount	£	s	d
Samuel Moss		494	11	11
Jacob Brown		161	8	9
Wm. Stuart		185	1	2
W. Stoneburner		249	13	3
Robert Taylor		13	0	0

At a meeting of the Commissioners held at Cornwall, on the 17th, 18th and 19th July, 1839:

## PRESENT.

HONORABLE JOHN M'DONALD, PRESIDENT.

HONORABLE JOHN HAMILTON,

HONORABLE PHILIP VANKOUGHNET,

GEORGE LONGLEY,

PETER SHAVER,

JAMES SAMPSON,

} Esquires.

The minutes of the preceding meeting were read. The Committee appointed at the last meeting to investigate sundry claims for damage to property, reported:

On the claim of Mr. Samuel Moss, they have allowed rent of 5 acres of land, occupied for the use of the Canal, from June, 1834, to June, 1840, 6 years,	at 25s.	37	10	0
Rent of 2 acres from December, 1837, to June, 1840, 1½ y'r. at 25s.		3	15	0
		<hr/>		
		£ 41	5	0

The remaining item of claim the Committee did not feel authorised to act upon.

On the claim of Mr. Jacob Brown, they have allowed—removing fence across farm twice		5	0	0
10 Apple Trees,	at 60s.	30	0	0
Rent of land occupied with stone,		3	6	8
Clearing land of stone chips		1	10	0
		<hr/>		
		£ 39	16	8

The remaining item of claim, Committee did not feel authorised to act upon.

On the claim of William Stewart, they have allowed—1 year's rent on 3 acres of land	3	15	0
Clearing land of broken stone	1	10	0
For an old house	12	10	0
5 Apple trees at 60s.	15	0	0
	£ 32		15 0

The remaining part of the claim inadmissible.

On the claim of William Stoneburner they have allowed—			
For 9 Apple trees, at 60s.	27	0	0
Removing garden fence	5	0	0
	£ 32		0 0

The remaining part of the claim the committee did not feel authorised to act upon.

The resident Engineer submitted a letter addressed to him by Mr. Simon Fraser, in reference to the measurement of loose and blasted stone on Section No. 6; with his report thereon, which was read as follows:

*St. Lawrence Canal Office,  
Cornwall, 8th July, 1839.*

SIR,

With reference to Mr. Fraser's claim, I have the honor to report as follows: Mr. Fraser has been paid for 706 yards of loose stone, and 106 yards of blasted, whereas in the statement which accompanies his claim he asks only 621 $\frac{3}{4}$  yards, of loose stone, and 70 yards of blasted stone. His brother, who is the original contractor, placed from 500 to 600 yards of stone improperly, contrary to the directions of Mr. S. Keefer, who desired him to remove them, which he refused to do, in consequence of which the payment of 100 yards has been retained, and these stones have never to this day been moved, as stated in Mr. S. Fraser's memorial, and therefore Mr. Keefer states that he now could have told Mr. Fraser that they were placed to his satisfaction.

A copy of his estimate has been sent to him. He has been fully paid for every thing on Section No. 6.

I have the honor to be

Sir,

Your most obedient servant.

GEO. PHILLPOTTS, LT. COL. R. E.

*Honorable John McDonald,*

*President &c.*

*Resolved,* That the claim of Mr. Simon Fraser is inadmissible.

The resident Engineer submitted his report upon the claim of Mr. Peter Arderton, contractor for Section No. 11, in reference to the work on that section, which was read, as follows:

*St. Lawrence Canal Office.  
Cornwall, 6th July, 1839.*

SIR,

In reply to the memorial of Mr. Anderton, contractor for Section No. 11, I have the honor to report that he has already been paid 7½d. per yard for the whole of his work, with per centage, according to the resolution of the Board, and that in consequence of Mr. Mills' report of 27th May, 1836, he has been paid 1d. a yard, for 46,000 yards, being three-fifths of the whole quantity opposite the wall, as recommended by Mr. Mills; that the excavation of the 5 feet berm has not been omitted in the measurement, as he has stated; and that 300 yards of rejected earth, which lay upon the puddle, have been paid for at 5d. with 30 per cent., instead of 1d. which he now asks, and therefore it appears that he has no claim whatever for any thing further on this section.

I have the honor to be

Sir,

Your most obedient servant,

GEO. PHILLPOTTS Lt. Col. R E.

*Honorable John McDonald,  
President, &c.*

Mr. Anderson having been heard in support of this claim.

*Resolved*, That the claim for further payment for work on Section No. 11, cannot be entertained.

The resident Engineer, submitted a report upon the joint claim of Reid & Shepherd, and R. & P. McKay, Lock contractors, for additional payment for the work performed, in the extension of the wing walls of the Locks, which was read as follows:

*St. Lawrence Canal Office,  
Cornwall, 2nd July, 1839.*

SIR,

With reference to the claim of Messrs. Reid & Shepherd, Contractors for locks Nos. 2 & 3, and Messrs. R. & P. McKay contractors for Lock No. 4, asking for an additional price of 4s. 4½d. and 2s. 6d. in all 6s. 10½d per yard, for the extension of the wing walls of the Locks, I have the honour to report that I can see no reason whatever for either of these claims.

The first charge of 4s. 4½ is made on the presumption that in allowing 17s. 6d. per yard for the difference between 5000 yards and the quantity contained in the original plan, the extra allowance thus paid has amounted to that sum for each yard of masonry in the body of the Lock, which however is erroneous, as it will not in any case exceed 3s. 9½d. But whatever may have been the amount thus paid to the contractors in consequence of the alteration of the plan of the locks, I am of opinion that the contract price which has been paid to them for the wing walls is amply sufficient, and therefore I do not think that any portion of 17s. 6d. should be allowed on this part of the Lock, and still less the sum of 2s. 6d. additional per yard, which they ask in consequence of the alleged extra expense incurred in procuring stone, because they would have had to return to the quarry for more stone whether the wings had been extended or not.

To this memorial Messrs. Reid & Shepherd, have added a postscript, stating that the deduction of 12s. per yard is too much for cut stone, in reply to which I have only to observe, that 1 foot per cubit yard is the proportion of cut stone required to



make the extension of the wing walls equivalent to the rest of the Lock, and that 3s. a foot has long been settled with the contractors as a fair price for cut stone.

I have the honor to be

Sir,

Your most obedient servant,

GEO. PHILLPOTTS, Lt Col. R. E.

Honorable John McDonald,  
President &c.

The contractors for Locks Nos. 2 & 3, and for Lock No. 4, having been heard with their counsel Mr. Malloch, in explanation and support of their claim.

*Resolved*, That the Board see no reason whatever, to alter the decision arrived at as expressed in the resolution passed at the meeting of the 12th and 13th September 1838, and that the agreement with the contractors for the work on the Trusses, having been made when the prices of labor and provisions had advanced, no claim for per centage thereon can be allowed.

In reference to the portion of the claim of Messrs. Reid & Shephard, for loss by detention in consequence of the rejection of Cement by the resident Engineer, the question was put, whether the principle of a claim for detention be admissible.

YEAS. Messrs. McDonald,  
Vankoughnet,  
Longley,  
Shaver.

NAYS. Hamilton,  
Sampson.

The principle of claim for detention, being *admitted*, the claim of £1250 submitted by Reid & Shephard, was considered.

*Moved*, That the sum of £127 be allowed in full thereof.

In *amendment*. Mr. Vankoughnet proposed that the sum of £200 be allowed, which was *lost*.

YEAS. Messrs. Vankoughnet,  
Longley.

NAYS. Messrs. McDonald,  
Hamilton,  
Shaver,  
Sampson.

The original motion being put was *carried*.

YEAS. Messrs. McDonald,  
Hamilton,  
Shaver,  
Sampson.

NAYS. Messrs. Vankoughnet,  
Longley.

The claim of £1000 in consequence of the refusal of the resident Engineer, to accept Hull cement being considered.

*Resolved unanimously*. That the claim is *inadmissible*.

The claim for alteration of the site of Lock No. 3, *inadmissible*.

The claim for a portion of the work being built with clear cement, having been considered.

*Resolved*, That 8s. 8d. per barrel on 71 barrels be allowed, that the claim for £6 10s. paid to labourers by verbal order of the Engineer be admitted, but that the claim for amount paid to Mr. Fleming for measurement of the Locks, cannot be entertained.

The claim of Mr. Thomas Scott submitted, and reported upon at the last meeting of the Board, and then partially adjusted, being reconsidered, the following items not decided upon at that time were adjusted as follows :

- Items. 11, & 12. Allow, 868 yards at 2s. per yard.  
 20, & 25. " 176 days at 4s. per day.  
 22. Allow, difference of labor 72½ days at 6s. 3d. per day.  
 24. Allow, for 19 barrels cement.  
 26. Allow, 40 Cords.  
 27, & 28. Inadmissible.  
 33. Allow, 151½ yards  
 36. Inadmissible.

*Ordered*, That the estimate of the Engineer, for the work performed by Mr. Scott, he made out in conformity with the above, and the former adjustment of his claims, and that the amount due be paid to him upon his giving a discharge in the full of all claims.

The claim of A. N. Buell for detention, in consequence of the rejection of cement by the resident Engineer was reconsidered, and Mr. Ross the subcontractor (having a power of an Attorney from Mr. Buell, to act on his behalf) being heard in explanation and support of the claim.

*Resolved*, That the sum of Eighty Seven Pounds Ten Shillings be allowed in full thereof.

*Resolved*, That in consequence of the suspension of the works, it is expedient to reduce the establishment connected with the St. Lawrence Improvements, and as it is desirable to retain the valuable services of Col. Phillipotts, that he be requested to continue in his present situation at the reduced salary of £500 per annum till the end of the next Session of the Legislature of the Province: -

*Resolved*, That as it is considered expedient to continue the office of Secretary, during the suspension of the works at a reduced rate, Mr. Hume shall be offered the option of remaining in his present situation on a salary of £200 per annum until, the end of the next Session of the Legislature.

The above resolutions having been read to the resident Engineer, and Secretary, they severally declared their accordance with the terms thereof.

---

## ENGINEER'S REPORT.

*St. Lawrence Canal Office,  
 Cornwall, 1st December, 1839.*

It is much to be regretted that during the past season, little or nothing has been done towards the completion of this canal, and that the Banks have in some places sustained much injury in consequence.

I am happy however, to have it in my power to report; that although the expense of finishing the work will thus be in some measure increased, yet the damage that has hitherto been sustained, has not been so great as I expected, and if the work be now pushed forward without further delay, it will not be of much consequence, but every year that it is allowed to remain in its present state, will add very materially to the injury which an unfinished work of this kind must necessarily, receive from its being so exposed to the effects of the trying climate of this country.

I have during the past season brought the water of the river St. Lawrence, down through the whole line of the Canal, from the head of the Long Sault to the Lower Locks, this was necessary in order to prevent the bad effects which were apprehended with much reason, from having large quantities of stagnant water in some parts of the canal, and which had been much complained of during the former season, by the inhabitants living in the neighbourhood, it has also afforded the means of preserving the wooden floors in the foundation of the Locks by covering them with water, and it has enabled me to try the banks in some of the sections, the result of which has been more satisfactory particularly in sections No. 12, 17 & 18, where you are aware that the embankment in some parts is very high and quite close to the river. In the two latter sections water has been nearly 8 feet deep for some time past, and still continues at that depth.

It is much to be regretted that the other parts of the canal cannot be filled in the same way, in consequence of the small openings that were left as drains, while the work was in progress, these openings might all of them be filled up for a small sum not exceeding £5,000 to 7,000, and the expenditure of the amount alone next year would be the greatest service to the work, but if it were increased to £11,000 the three town locks might be completed and opened for use which would be very advantageous to the work in many ways.

Some expense has necessarily been incurred, also in making small dams below each of the locks in order to retain the water which comes in from the Sault to a proper level on the foundations, and in keeping some of the surface drains open, the neglecting of which would be most injurious. The road Culverts at Mille Roches and Moulinette, also require frequent attention during the winter, to prevent the ice from accumulating and rendering them impassable.

From the statement of payments made by the Secretary, it will appear that £4,969 7 3<sup>4</sup> have been expended during the past year, the greatest portion of which sum has been for arrears due the contractors, who have been paid off and settled with, some of these claims not having been previously brought forward, the total amount has exceeded my expectations

In order to meet these demands as well as the other expenses incurred, it became necessary for the commissioners to issue notes bearing interest to the amount of £215 15 8<sup>1</sup> which sum must therefore be provided for in addition to the amount quired for completing the work, which may now be estimated at £51,500 Halifax Currency.

In my letter to you of 11th May last, to which I here beg leave to refer, I allude to some remarks which had been made in the discussions that had taken place respecting this canal, from which I have reason to infer that doubts were entertained respecting the practicability for making it navigable for the amount I have stated.

I therefore deem it proper again to assure you, that I have no doubt whatever on the subject unless some unforeseen accident happens, which I see no reason to anticipate, and I feel quite certain that the amount of tolls which would be collected on this canal if it were immediately opened, would very far exceed the interest of the money now required to finish the work, and therefore as the large sum which has been expended on it would be quite useless, and indeed lost to the province until it is finished, and every year's delay will add to the expense of doing this, while the province will

continue to lose the Tolls which would be collected on it. I cannot allow myself to doubt that when the subject is properly brought forward, some mode will be adopted for providing the means now required without further delay.

In my report to you of the 31st December last, I have entered fully into the state of every part of the work, and in the concluding paragraph, I have stated the amount required to make it navigable. I have also stated that to give it a finished appearance, a further outlay will be desirable at a future period, but this may be delayed until the canal is in full operation, as it is not essential to its utility, although it cannot be said that the work will be permanently completed without it.

The amount of this latter outlay will be about £10,000 or £12,000 Halifax Currency, which I believe that the Tolls will soon realize after it is in full operation.

Besides the injury which this work must annually suffer until it is completed, and the loss which the province will sustain by not receiving the Tolls which might be levied upon it, if it were in operation, it is most important that it should be finished as soon as possible, in order that an opportunity may be afforded of fully trying every part of it, and of ascertaining by experience whether any improvement can be suggested in the mode of constructing the other canals, which are required to make the route by the St. Lawrence, between Lake Erie and the sea completely available.

This is the more desirable as it is probable that ere long the other portions of canal here alluded to, will be commenced, for it is not to be supposed that these fertile provinces, having from their geographical position the power of drawing nearly the whole of the trade of the Western States by this channel, will much longer delay adopting some efficient means to secure it.

In the whole route from Quebec to Chicago, at the head of Lake Michigan, comprising a distance of nearly 1600 miles. The different portions of Canal required to pass Freight Steamers of a large size, capable of containing upwards of 300 tons of Goods, will not altogether exceed 60 miles, as the navigation from the head of the Welland Canal on Lake Erie to Chicago, a distance of 1000 miles is naturally good and fit for this purpose, in the remaining distance the Welland Canal which it is to be hoped will soon be enlarged comprises 28 miles, the Lachine Canal (which also requires to be enlarged) nine, this part of the St. Lawrence Canal which has been made to pass the Long Sault 14 miles, thus leaving only 12 miles to be made at the intervening rapids of the St. Lawrence, from Prescott downwards.

The portions of this long line of most important inland navigation, which require canals being altogether so very short in comparison with the length of the whole route, it is quite evident that large steamers will be much more advantageous under such circumstances than sailing vessels, and accordingly we find that on Lake Erie, and the Upper Lakes, the number of the former is increasing much faster than that of the latter, and as there can be no towing on these Upper Lakes, large freight steamers similar to those now in use on the Mississippi, and its branches will have a most decided advantage over the other mode of conveyance, this is in some measure proved by the fact, that at this moment the merchants of the Upper Lakes, are in the habit of ordering their goods, which are sent from New York, by the Erie Canal to Buffalo, to be forwarded upwards in steamers, in preference to sailing vessels, and therefore it follows that if we can bring these large freight steamers from the Upper Lakes, down to the sea ports of Quebec and Montreal, all the delay and expense of transhipment will be avoided, as well as the long and tedious navigation of the Erie Canal, and consequently one of the great advantages which may be most confidently expected to result from the opening of this communication on the large scale already most judiciously adopted by the Legislature of this province, in order to pass the rapids of the Long Sault, will be the inducing of the greatest part of the Trade from those states situated to the Westward of Buffalo, to pass by this route to the Atlantic, and it is believed that this will be effectually secured by affording a continuous uninterrupted steam navigation without any transhipment in the whole distance of nearly 1600 miles, but if the size of the short intermediate Canals on this route, be reduced to the small

scale required for schooner navigation, transshipment will be necessary, and thus one of the greatest advantages which the river St. Lawrence naturally enjoys, will be thrown away, and this route will in a great measure cease to have such a decided superiority as it may be made to possess over the Erie Canal, as well as that which intersects it at Syracuse, from Oswego on Lake Ontario.

It will be quite evident to any one who looks at this part of the map of North America, that surplus produced of all that portion of this continent, which is situated to the Westward of the Falls of Niagara, including the States of Ohio, Kentucky, Tennessee, Indiana, Michigan, Illinois, a part of Missouri, Mississippi and Alabama, together with the Territories of Wisconsin, Missouri and Iowa, must find its way to the ports of the Atlantic, by one of the following routes, viz.

- 1st. By the Mississippi to New Orleans.
- 2nd. By the Ohio and Chesapeake Canal to Baltimore.
- 3rd. By the Ohio and Pennsylvania Canal to Philadelphia
- 4th. By the Ohio Kanawha and James' River to Richmond, Virginia.
- 5th. By the Erie Canal from Buffalo, and by the Welland Canal and Lake Ontario via Oswego to New York.
- 6th. By the Welland Canal and River St. Lawrence to Montreal and Quebec.

1st. With regard to New Orleans, the climate is an insuperable obstacle to a regular commercial intercourse, being one which no art of man can overcome, the consequence of which is, that the Erie Canal from Buffalo already drawn off a great portion of the transport from the Mississippi, and it is said that a very large portion of the merchandize intended for Tennessee, and even for Florence in the State of Alabama, now passes by this route from New York.

2, 3 & 4. With regard to Baltimore, Philadelphia and Richmond, it is true that a quantity of produce and merchandize will generally be enabled to pass through the Canals and Rail Roads to and from these ports, before the Erie Canal is free from ice, and therefore during two or three weeks in the former and latter part of the seasons, these routes may possibly be sometimes preferred, but as they are all of them much longer, and on account of the numerous transshipments far less commodious than the Erie Canal, the latter must at all times have the preference.

5th. It is probable that New York, will always offer a more steady and certain market than either Baltimore, Philadelphia, or Richmond, and after the navigation was once fairly opened for the season, the Erie Canal will be a far more commodious and cheap communication than either of the Ohio Canals, as it is much shorter and very much less impeded by Lockage.

6th. The communication between the upper lakes and Montreal and Quebec, is however much shorter and more commodious than either of these routes, it is also much less impeded by Lockage, and far less by Canal navigation, as it enjoys the great advantage of having the River St. Lawrence through nearly the whole extent.

It has been objected to Montreal and Quebec, that they do not afford so good a market for produce as New York, and that they are easily overstocked that there can be no doubt, that when once the Inland navigation of these Provinces has been so far improved as to render it possible to bring the Trade of the Western country by this route, mercantile establishments of sufficient extent will soon spring up to receive the produce of that fertile region, and forward it to the West Indies or Great Britain, as may be required, and thus ensure to the Western merchant and Farmer, as good a market at Montreal and Quebec, as he would obtain at New York or elsewhere.

It has also been objected to this route, that the Ports of Montreal and Quebec, are usually blocked up by ice, during several months of the year, while New York is open all the year round, but when we take into consideration the fact that the Erie

canal is also rendered impassable by the same cause for a longer period, this objection ceases to be of any importance, and as this route will when completed according to the plan here proposed, be a much more convenient and cheap route to the Atlantic than any other, and by some alteration in the Trade act, such decided advantage may easily be given to the ports of the St. Lawrence, as will render these markets far preferable to New York, or any others on this Continent, there can be no doubt that a very large proportion of the vast Trade above referred to as well as the whole of that from Upper Canada will pass this way, and that Montreal and Quebec will become two of the greatest emporiums in North America.

An American writer, J. W. Scott, Esq. of Maumee city, State of Ohio, in a very able and interesting article on the inland Trade of the United States, which is contained in several numbers of a very respectable periodical work published at Columbus, in the State of Ohio, entitled the "Hesperale," draws the following comparison between the different routes above alluded to; in pages 349 & 350, vol. 2, he says:

"Now let us see what means are in a course of preparation for making easy and cheap intercourse between the Lakes and Eastern States. First in importance comes up the enlarged Erie Canal. This work is now in rapid progression and will be finished in a few years. Next in importance when finished, will be the Chesapeake and Ohio Canal, with its continuation from Pittsburgh and Cleveland, this will be a continuous line of Canal about five hundred and twenty miles in length connecting the tide water at Baltimore, and George Town, with Lake Erie at Cleveland. The Pennsylvania line of Canal and rail road, will join the last mentioned route at Pittsburgh, and from tide water at Philadelphia to Cleveland, will not be less than five hundred and seventy miles in length. The same line to the Allegany river, and thence up to Erie on the Lake, will be about five hundred and ten miles in length. These are the rival Canal routes in the states for the trade of the lakes. Let them stand close together that we may see how they compare.

	Length in Miles.	Size in feet.		Lockage, rise and fall, in feet.	Number of Transshipments.
		Width.	Depth.		
" 1. Erie - - - - -	363	70	7	698	none.
" 2. Chesapeake, Ohio and Cleveland -	520	50	5	4500 about	none.
" Pennsylvania, 3 to Cleveland - - -	570	40	4	5700 about	three.
" To Erie - - - - -	510	40	4	5200 about	three.

"It is a contrast rather than a comparison. If however the routes were to afford equal facilities that to New York would have a decided preference, because it leads to that established and controlling mart.

"But the Erie Canal is to have a formidable foreign rival, canals are being constructed around the rapids of the St. Lawrence, of a size and with locks large enough to admit large steam Boats, and it is in contemplation to enlarge the Welland canal, between lakes Erie and Ontario, to about the same dimensions:

"These would give entrance at once to the iron ships of England, to our Upper Lake ports. That portion of the business done by steamers, would probably occasion a transshipment at Montreal, from the two thousand ton ships of the ocean. to the five hundred ton boats of the lakes. A comparison of the New York and Canada routes would stand thus.

*" From Buffalo to New York, by the Erie Canal and Hudson River.*

Whole distance in miles.	Size of Canal and Locks.	Length of Canal.	Lake and River.	Lockage, feet.	No. of Transhipments.
508	70 by 7 = 120 by 24	363	145	698	one.

*" From entrance of Welland Canal, on Lake Erie, to Montreal.*

Whole distance in miles.	Size of Canal and Locks.	Length of Canal.	Lake and River.	Lockage, feet.	No. of Transhipments.
400	110 by 10 = 200 by 50	60	340	568	none.

From the above comparison it is evident from the advantages possessed by the Welland Canal and River St. Lawrence route, to Montreal and Quebec, over the Erie Canal and Hudson river to New York, from Lake Erie, are most decidedly in favour of the former in every way, the distance is 108 miles shorter, the size of the Canal and locks is very much larger, the length of the Canal navigation is 303 miles shorter, there are 130 feet less of lockage, and *there is no transhipment.*

So that a merchant at Chicago, at the head of lake Michigan, or at Maurice Bay, at the head of lake Erie, will be able to load a large freight steamer capable of carrying 300 tons of produce, and without breaking bulk in any way, he will be able to proceed direct to Montreal or Quebec, and ship the whole of his cargo on board a vessel for Europe or the West Indies, *without even landing any part of it.* This steamer may then go along side a vessel from the Atlantic and receive a full cargo of European goods or West Indian produce, which will in like manner be conveyed at once to any of the distant parts of the upper lakes, *without ever being landed,* until they reach their destination, and the time of making this my interesting voyage, may be calculated with great exactness, now these very important advantages cannot be obtained by the adoption of any other route, nor can freight of any kind be carried with so much punctuality and so little risk.

The large tract of country above alluded to, bordering on the upper lakes, which will be affected by this extensive and important line of inland navigation, (a great portion of which is the finest wheat country in the world) is capable of supporting a population of 50 millions of inhabitants, it contains at present 6 millions, and in less than 20 years it will doubtless contain upwards of 10 millions, who will naturally look to one or other of the above mentioned outlets for disposing of their surplus produce, and they will of course make use of that route which they find most advantageous.

From the above mentioned statement, there can be doubt that this vast and important trade may be secured to the ports of these provinces, and that the whole line of the St. Lawrence, and coasts of the upper lakes, may thus be rendered sea ports, if proper means be devised without further delay, for carrying the necessary works into immediate operation on the scale already adopted on this canal.

I have the honor to be

Sir,

Your most obedient humble servant,

(Signed,)

GEO. PHILLPOTTS, LT. COL. R. E.