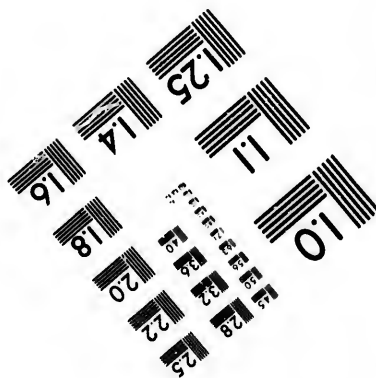
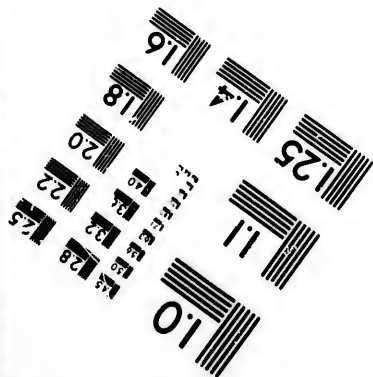
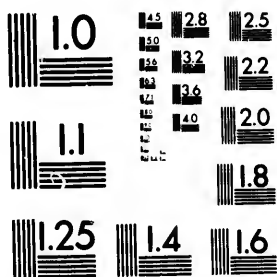


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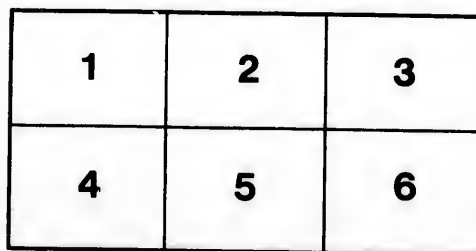
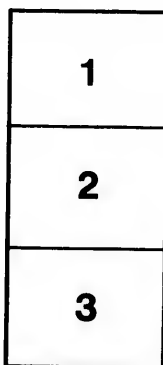
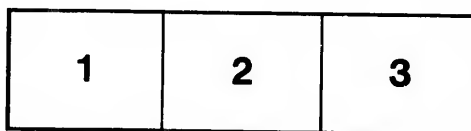
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In the Exchequer Court of Canada.

Between

FRANÇOIS-XAVIER BERLINGUET

and

MARIE CHARLOTTE MAILLOUX,

Suppliant.

vs.

THE QUEEN

Defendant.

10 And Between

JEAN-BAPTISTE BERTRAND,

and

FRANÇOIS-XAVIER BERTRAND,

Suppliant.

vs.

THE QUEEN,

Defendant.

OTTAWA, May 1876.

INTERCOLONIAL CONTRACTS 3, 6, 9 & 15.

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Berlinguet & Co., 3 & 6.

Bertrand & Co., 9 & 15.

1. The petitions in these cases are separately for Berlinguet & Co. and Bertrand & Co. But as they are almost identical in words, and are almost precisely alike as regards the facts, this statement is made to apply to both petitions.

2. Advertisements were issued calling for Tenders for these Contracts in the usual ways and in accordance therewith tenders were received.

3. Lists of the tenders for each section are appended hereto. Appendix A.

4. The Commissioners reported upon these tenders. Appendix B.

30 5. Orders in Council were passed awarding the four contracts as follows :—

No.	3. F. X. Berlinguet & Co.....	\$462,444
"	6. do	\$456,946
"	9. J. B. Bertrand & Co.....	\$354,897
"	15. do	\$360,020

Appendix C.

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6. For Contracts and Bills of Works see Appendix C1, C2, C3, C4, C5, C6, C7, C8.

7. As will be seen from the reports of the Commissioners, Berlinguet & Co. made great efforts to secure the contracts, and got them, in fact, against the recommendations of the Commissioners.

8. After the works had been in progress for some time, they began to complain in general terms that they were being called upon to perform more work than they had expected, to execute the work in an unnecessarily excellent manner, and that the engineers placed over them thwarted and obstructed them.

9. These are complaints very commonly made by Contractors, especially when they have taken work at too low a price.

10. Many interviews were had by the Contractors and their sureties from time to time with the Commissioners and the latter several times visited the works themselves to personally examine into the complaints that were made.

11. One great grievance of the Contractors was that their monthly estimates were not sufficiently large to cover the proportion of the work that they had actually performed, and that this crippled them by not giving them sufficient money to meet their monthly payments.

12. These various complaints were on all occasions fully gone into, and to afford the Contractors as much assistance as it was possible to do, it was from time to time recommended that the prices at which the different descriptions of work were paid for should be increased. Care being taken that the bulk sum of the Contract should not be exceeded in the final estimates.

13. In all Orders of Council approving of these schedules it was distinctly provided that the bulk sum of the Contracts should not be exceeded. Appendix D.

14. The Contractors also claimed that the total quantities to be executed in each contract would in the end prove to be less than was called for by the Bill of Works, and that therefore they were being short paid by the proportion of work actually executed, being calculated on final excessive quantities which would not be reached when the works were completed.

15. The Commissioners to still further assist the Contractors made from time to time certain advances under the authority of the 8th clause of the Contract on the clear understanding that such advances were payments specially secured, and to be treated in the final settlement as part of the bulk sums of the contracts.

16. It has been stated that the Contractors made serious complaints that the estimates they received were inadequate and wrong, and that as they proceeded with their work, much less remained to be done than the Government Engineers said was the case.

17. On the 29th Oct. 1870 the Contractors applied for some definite action to be taken on this complaint and they were informed that general statements of that description could not be received, but if they wished the

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matter to be seriously examined, they must employ professional Engineers themselves to make detailed statement, and if such were sent in they would be carefully enquired into by the Government Engineers Appendix. E.

18. The Contractors subsequently employed two Engineers, Messrs. Thompson and Fitzgerald, and on the 4th Sept. 1872, Messrs. Dunn and Home and Messrs. Glover and Fry the sureties for the two contracts (but who in reality are the Contractors) forwarded the reports of Messrs. Thompson and Fitzgerald. Appendix F.

19. Accompanying the foregoing were two documents sent by Mr. J. S. Fry shewing the position of the two Contracts Nos. 6 et 9. Appendix F.

20. It is important to notice that these statements deal solely with the bulk sums of the contracts as originally contracted for, and endeavour to prove that there was so little work remaining to be done that they had been largely underpaid, and *under the contract* were entitled to heavy payments to make the work already done bear a fair proportion to the whole amount of the bulk sum of the contract Appendix II.

21. The view that the Contractors treated the contracts as broken is 100 contradicted by the fact that their letters always distinctly express their readiness to complete their contracts. Thus on the 22nd September 1871, after Orders in Council had been passed authorizing an increase in the Schedule rates to be applied to the monthly estimates, they say " you have lately witnessed yourselves our organisations and you may thus have been convinced that we are serious and desirous of carrying out honorably our contract ; " they go on to say that they are convinced " that the value of the works remaining to be done is not worth more than the amount of our contracts. " Appendix II2.

22. Here is a distinct recognition of the contracts and of their desire to 110 carry them out.

23. This is still further made clear by a letter dated 12th September. 1872, addressed officially to the Commissioners by the Contractors F. X. Berlinguet & Co. and J. B. Bertrand & Co. Appendix I.

24. This last official document distinctly applies for further payments on the grounds that the contract justifies them in claiming it, and that the quantity of work remaining to be done is so small that a fair estimate would show that they were entitled, *taking the original contract sums as a basis* to a payment immediately of \$81,000 beyond what they had received on the two Contracts 6 and 9.

120 25. It will be seen that not a word up to this time is said about extras, all the claims they had advanced were based upon their not having been paid sufficiently as required by the contracts, up to 12th September, 1872. at any rate they stuck to the contracts and claimed nothing whatever beyond the amounts due to them under the contracts.

26. At the same time that Thompson and Fitzgerald were examining the matter for the Contractors, the Engineers on the works Mr. L. G. Bell had under instructions, been also enquiring as to the amount of work still to be done on the four Sections 3, 6, 9 and 15. He reported in two reports dated respectively 29th August, 1872 and 6th September, 1872. Appendix J.

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130	These shewed very different results from the figures given by Thompson & Fitzgerald. The latter reported the work to be done on No. 6 as.....	\$103,346
	Mr. Bell's estimate was.....	231,686
	Difference.....	\$128,340
	The Contractors' Engineers reported the work to be done on No. 9 as.....	\$ 49,410
	Mr. Bell's estimate was	130,012
	Difference.....	\$ 80,602

By this time the working season of 1872 was practically over, and of course all further payments to the Contractors were made so as to cover any advances that had previously been made to them.

29. On the 3rd February, 1873, the Contractors addressed a letter to the Commissioners shewing the cost of the works up to the first of December last (1872), on Sections 3, 6, 9 and 15, and asking for payment of \$125,000 on account of each Section.

30. They asked this on the following grounds: "Our work throughout we confidently assert is well and substantially done, and on a great public work like the Intercolonial Railway, built on our sections under great local and other difficulties, well known to yourselves, and capable of clear proof, we entertain the strongest hope that neither your honorable Commissioners, the Government, nor the country at large, will allow any part of the cost of such a great national work to be sustained by private individuals, who, from the combination of circumstances and causes beyond their control, are in the position we find ourselves." Appendix L.

31. It will be observed that these sums were not asked as extras, but to relieve them from outlays which they had incurred beyond the amounts paid to them under their contracts. This in fact was an *appeal* to the *generosity* of the Government, in effect it said, "We have lost money by our contracts, by causes which we did not anticipate when we signed them, but we appeal to you, not to let this loss we have sustained fall upon us." The statements included upwards \$100,000 for interest on the sums they had expended of beyond what they had received. The account was made up, shewing all their expenditures and charges upon it, deducting the monthly estimates they had received, advances, &c., &c.

32. The Commissioners replied on 5th February 1873 as follows :

The Commissioners have received from you a series of statements relating to the expenditures on Sections 3, 6, 9 and 15.

As under the contracts you entered into with the Commissioners they have no control over your expenditure, they beg to return the accompanying papers. Appendix M.

33. On the 24th May 1873, the Contractors again addressed the Commissioners, sending accounts for extras as follows :

For No. 3.....	\$175,815
" " 6.....	106,941
" " 9.....	106,300
" " 15.....	154,400
Total.....	\$543,454

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They stated in this letter that without receiving that sum they must stop all works, as they could not proceed any further. Appendix N.

180 34. The Commissioners referred these claims for extras to the Chief Engineers for a report. But as the Contractors distinctly stated that without immediate large payments they could not proceed with the works, notices were served upon them in terms of the contract, that the completion would be taken out of their hands. Appendix O.

At the time of the serving of this notice, say the 31st May 1873, the financial condition of the Contracts was as follow—

	Amt. of contract.	Amount pd.	Amount unpaid.
No. 3.....	\$ 462,444	\$ 452,000	\$10,444
6.....	456,946	383,000	73,946
9.....	354,897	344,000	10,897
15.....	363,520	362,000	1,520
Totals....	<u>\$1,637,807</u>	<u>\$1,541,000</u>	<u>\$96,807</u>

The Commissioners proceeded to complete the works under their own Engineers and foremen, and expended in doing so the following sums :—

On No. 3.....	\$107,556 97
“ 6.....	136,915 60
“ 9.....	35,988 89
“ 15.....	96,565 32
Total.....	<u>\$377,026 78</u>

200 That makes the account now stand as follows :—

No. of Section.	Paid to Contractors.	Paid to Complete.	Total.	Amount of Contract.	Excess of cost.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
No. 3	452,000 00	107,556 97	559,556 97	462,444 00	97,112 97
“ 6	383,000 00	136,915 60	519,915 60	456,946 00	62,969 60
“ 9	344,000 00	35,988 89	379,988 89	354,897 00	25,091 89
“ 15	362,000 00	96,565 32	458,565 32	363,520 00	95,045 32
“	<u>1,541,000 00</u>	<u>377,026 78</u>	<u>1,918,026 78</u>	<u>1,637,807 00</u>	<u>280,219 78</u>

35. It thus appears that the Government in order to complete these 4 contracts have expended a total amount of \$280,219.78 beyond the gross amount of the contracts entered into for the completion of the work.

36. For that amount they have a claim upon the Contractors and their sureties under the Bonds which they signed.

37. It may be as well to give a statement of the total quantities of the different descriptions of work actually executed by the Contractors, and that was shown by the bill of works as required, a statement of this is given in Appendix P.

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38. The foregoing is a history of the matter, and I will now proceed to deal with the different allegations that are specifically put forward in the Petitions.

220 39. The petitions admit that the bill of quantities was made full and liberal, and therefore they have no complaint to make that they were deceived by having more work to do than they expected. In point of fact, they made their own calculations from the profiles and plans exhibited to them, and figured out considerably smaller quantities than they found on the bill of works. Where they erred was in putting the prices to the quantities at much too low figures, in not taking into sufficient account the cost of foundations in tidal waters,---in making no sufficient allowance for omissions and contingencies in such large works,--and in failing to foresee that the starting of these great works in a sparsely populated
230 country would largely enhance the price of labour, and all the materials, and appliances they would require. The actual men put in charge of such extensive works, had not had sufficient practical experience of such matters and the inevitable result was, that, whilst doubtless they came out of the works with a great deal of useful knowledge and experience, it was purchased at a frightful cost to the sureties, who proved to be the real Contractors in fact.

40. The reason for the delay in the preparation of the contract for No. 15 is to be found in the letter from the Secretary to the Commissioners. Appendix Q.

240 41. The plans relating to the contract were in the office of the Chief Engineer, which of course was the office of the Commissioners, as were also the offices of the different district Engineers, where the plans were always open to the almost daily inspection of the Contractors and their Agents.

That the Contractors had copies of the profiles and bill of works is proved by the letters to them by the Secretary. Appendix R.

42. That the Contractors saw before they tendered the plans and profiles, is proved by the statement in the third clause of their own petition.

43. All the plans and documents in the office of the Chief Engineer were
250 destroyed by fire some time ago, proof therefore of signatures in particular plans is now impossible.

44. They admit that they made their own calculations of quantities from the plans and profiles, which must therefore have been full and complete to enable them to do so, and they also admit that their calculations did not exceed the quantities shown on the Bill of Works, in fact they made them much less, and they never actually exceeded the total quantities called for by the Bill of Works.

45. The statement that the Contractors were called upon to perform more work than was contemplated by the contracts is not true.

260 46. The payments paid monthly were made on the certificate of the Chief Engineer and were based upon the contracts.

47. There is probably truth in the statement that the estimates did not each month cover the outlay, but that arose solely from the miscalculations of the petitioners in entering into the contracts.

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48. The statement that they were called upon to perform " other and entirely different works than those for which they tendered " " and to supply more costly materials," 'han was ever contemplated, is not true.

49. They were required simply to conform to the contracts and specifications which they had signed and agreed to, and nothing else.

270 50. No changes were made in the progress of the works which were not necessarily incidental to the carrying out of such extensive contracts, and they were all provided for, and covered by the contracts.

51. Complaints were made by these Contractors as well as by others, as soon as they found that they had taken the works at too low figures.

52. Every reasonable and proper assistance was given to the Contractors under the terms of the contract. As the works progressed various changes were made tending to reduce the total quantity of work to be done below what was set out in the Bills of Works. This enabled higher prices to be applied to the quantities actually executed month by month, and the
280 benefit of this was given to the Contractors in the monthly estimates.

53. In order farther to aid the Contractors, when they complained that they were spending large sums in providing steam engines, pumps, plant of various kinds to form the foundations for the bridges across tidal rivers, and for which they could get no estimates till the foundations were finished and masonry laid, the Commissioners made them considerable advances to meet these outlays, of course on the clear and distinct arrangement that such advances were made under the 8th clause of the contract and were part of the bulk sums to be paid.

54. The statement that the works, after being taken over by the Govern-
290 ment, were carried on under the surveillance of the petitioners, is not true.

55. It is not true that the terms of the contracts were ever departed from by the Commissioners. On the contrary they were always rigidly adhered to in every respect.

56. The statement that the Government was so fully convinced of " gross acts of injustice " and " bitter hostility " of the Engineers, that they ordered large payments outside of monthly estimates, and increased the prices of masonry, is not true. The causes for increasing the schedule rates for work performed, and of making advances, have already been fully explained, and were strictly within the terms of the contracts.

300 57. The statement that the Commissioners visited the works, and recommended the passing of an Order in Council increasing " the total of the bulk sums mentioned " in the contracts, is untrue—no such order was ever recommended or passed.

58. The Orders in Council passed always distinctly stated that the bulk sum must never be exceeded, and neither the Government or the Commissioners or their officers ever stated or contemplated, that any " fresh departure " was ever taken or that a " new basis of contract " had ever been constituted or contemplated. The facts distinctly shew the contrary. The Contractors themselves never advanced any such view, or thought of it
310 whilst the works were in progress. They, in fact, always contended that the fair construction of the contracts would give them ample funds, not

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exceeding the bulk sum in the contract to complete the works. See their letter, dated 12th September, 1872, shortly before they gave up, where they distinctly set forth that all they wanted was to have the contract carried out, basing all their statements upon the original bulk sum, and contending that they were properly entitled, under the contract, to larger payments on account than they had received.

59. The Contractors complained of the District and all other Engineers, and would have rejoiced if the Commissioners would have dispensed with the employment of any Engineers at all. The District Engineer they refer to was as well as others, removed to the Pacific Railway Survey, when the staff for that line was organized. It was hoped that the change would get rid of a part at least of the difficulties which had arisen.

60. There is no foundation for the statement again repeated, that they were induced to go on, on the belief that the increase of the schedules in making up the monthly estimates was a new departure or any change whatever in the contract.

61. The statement that members of the late Government ever told the petitioners that they "would see that your suppliants be paid in full of their past and future advances for the said works" is impossible to believe.

62. The amounts now claimed are very much greater than the sum asked for by the Contractors themselves as extra works in May 1873.

63. Their claim there was \$543,454.

The present petition claim for—

3 and 6.....	\$523,000
9 and 15.....	474,000
Total.....	<u>\$997,000</u>

The contracts were required to be completed on the following dates, viz:

340 3, 6 and 9..... 1st July 1871
 15..... 1st July 1872

They gave up the works in May 1873, and they were not completed for more than a year afterwards.

64. In the report made by the Commissioners dated 8th March 1873, the following passages occur, viz:

"The Commissioners under the circumstances, believe they were acting in the interests of the country, and securing the economical completion of the line, by affording the Contractors every reasonable assistance that was possible *within their contracts*, when they were satisfied that every effort 350 was being made to fulfil the terms of each contract.

"The Chief Engineer was instructed, when it could be done without affecting the general character of the work, to make any changes that he might consider feasible, tending to diminish the total of work to be executed.

"A careful study of the locations has enabled this to be done in several instances, and in some cases with a positive improvement in the whole work.

" To assist the Contractors, the Commissioners after a full investigation into each case, made advances to some of them, to help in the prosecution of the work.

" These advances are within and to be deducted from the total amount of the contract sum, when the work is finally completed, and the accounts adjusted. "

65. This report was printed and laid before Parliament. It exactly covers the statements made in this paper. It was read beyond all doubt by every Contractor on the line. It passed unchallenged either in Parliament, or by any Contractor.

(Signed)

C. J. BRYDGES.

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APPENDIX A.

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INTERCOLONIAL RAILWAY.

FORM OF TENDER.

"Section No. 3."

The undersigned having seen the plans and profiles of Section No. 3 of the Intercolonial Railway, hereby tender to construct said section in accordance with the plans and profiles, and all other detailed plans which may be supplied, and in accordance with the general specifications, signed by the Commissioners, and dated Ottawa, 26th January, 1870, and to execute the contract, a form of which is printed at the end of the specifications binding ourselves not to demand any extras of any kind whatever, for the sum of
 380 four hundred and sixty-two thousand four hundred and forty-four dollars being at the rate of nineteen thousand two hundred and twenty-two dollars and thirty-three cents per mile of Railway. (\$462,414. \$19,222.33.)

And we bind ourselves to complete such section for the above named sum to the satisfaction of the Chief Engineer and the Commissioners, such sum to be the full payment without extras of any kind, for the entire completion of the section.

And we proposed Messrs. T. H. Dunn and William Home as sureties for the due fulfilment of this tender.

(Signed)

F. X. BERLINGUET & Co.

Québec, rue St-Jean.

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29th March 1870

(Signed) W. E. BLUMHART, witness.

We, the above named, tendered as sureties, hereby agree to execute such Bond or other Document as may be required by the Commissioners for the due performance of the Contract attached to the Specifications, &c., upon which the above Tender is made.

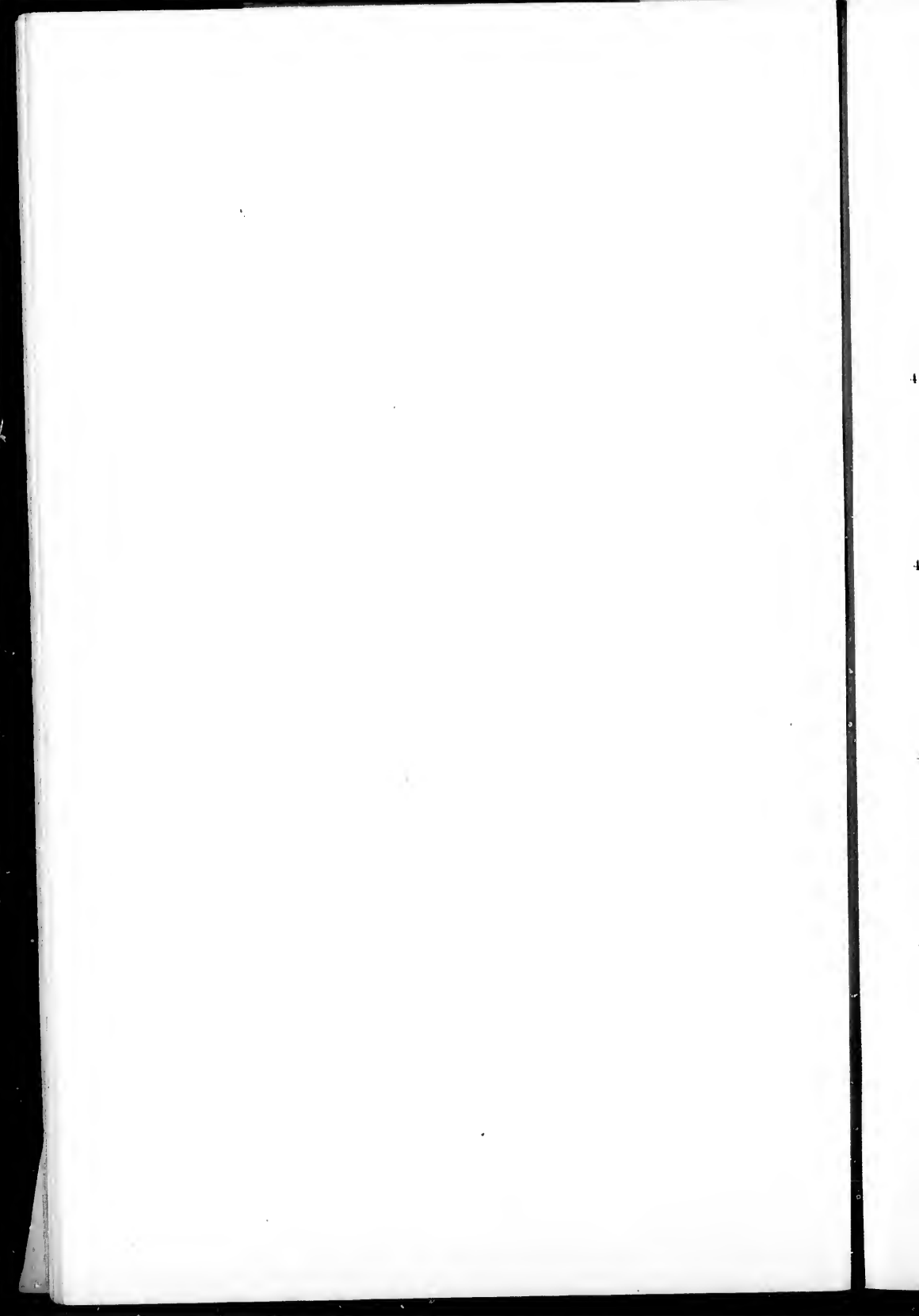
(Signed) TIMOTHY H. DUNN,

Quebec.

(Signed) WILLIAM HOME,

Quebec.

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W. E. BLUMHART, witness.

And we hereby further supply, solely for the purpose of informing the Commissioners, and not in any way to affect the contract, the following schedule of prices for some of the principal items of construction.

SCHEDULE.

		CANADIAN CURRENCY.
	1. Clearing and cutting per acre.....	\$ 14 00
	2. Grubbing, per acre	30 00
	3. Fencing, per Specification, per 100 lineal feet...	5 40
410	4. do Best stake and rider snake Fence, per 100 lineal feet	5 40
	5. Rock excavation, per cubic yard.....	1 00
	6. Earth excavation (including average haul, per cubic yard.....	0 20
	7. Under drains, per 100 lineal feet.....	12 00
	8. Riprap, per cubic yard.....	2 00
	9. Concrete do	5 00
	10 1st class Masonry, per cubic yard.....	10 00
420	11. 2nd class Masonry, do	7 50
	12. Paving do	5 00
	13. Iron Cylinders, exclusive of concrete (see Bill of Works,) per lineal foot in place.....	21 00
	(In the event of Iron Cylinders being employed, the Contractor will be allowed for them, as well as for the concrete used, at the prices in Schedule, and a deduction will be made for the saving effected in masonry and other work.)	
430	14. Foundations, embracing all services referred to under this heading in Bill of Works.....	0 30
	15. Bridge superstructure, Howe Truss Bridge, complete in place, each 100 feet clear span.....	30 00
	16. ....Each 80 feet clear span	25 00
	17. ....Each 60 feet clear span	25 00
	18. ....Each 40 feet clear span	20 00
	19. Superstructure for beam culverts, 6 to 12 feet span, per lineal foot of clear span.....	2 00
440	20. Superstructure for beam culverts, 15 to 20 feet span, per lineal foot of clear span.....	10 00
	21. Road crossings.--Each Public Crossing, with Cattle Guards, &c., complete.....	75 00
	22. Each Double Farm Crossing, with Gates &c., complete.....	15 00
	23. Each Single Farm Crossing, with Gates, &c., complete.....	10 00
450	24 Omissions and Contingencies, embracing all services referred to under this heading in Bill of Works.	

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	(Percentage on all other works)	220,21 00
	Special works, (a lump sum for each).....	
460	On Section No. 13.-- Tunnel No. 1 complete with approaches, at Station 439 \times 80 Tunnel No. 2 complete with approaches, at Station 450 \times 56 Tunnel No. 3 complete with approaches, at Station 660.... Tunnel No. 4 complete with approaches, at Station 755.....	
	On section No. 3 ----Completion of Road diversion between Stations 105 and 260 about 3 miles.....	4,150 00
	Crib-work protection to Embankments at Mill Creek.....	26,400 00
470	On section No. 4.---- An <i>Aboideau</i> in place of a Masonry structure at each of the following Stations, the <i>Aboideau</i> to be formed in the best possible manner and provided with heavy brass hinged sluice gates; the contractors to settle all damages with owners or occupants of lands for the sums mentioned.....	
	At Station 201 \$	
	At Station 288 \$	
	At Station 355 \$	
	At Station 400 \$	
	At Station 418 \$	
480	On Section No. 4.---- Protection work on Maca River, near Station 300, (see note to schedule of structure.....	

Prices for these special works will only be required on the Tenders for the respective contracts.

In the event of *aboideau*, Iron Cylinders, or other structures, being substituted at any points for the Masonry structures mentioned in the Schedules, a deduction to be made for the saving in quantities effected thereby, and an allowance made for the substituted structure at the prices in the Schedule.

F. X. BERLINGUET & Co,

Québec, Rue St. Jean.

29th March 1870.

490

W. E. BLUMHART, witness.

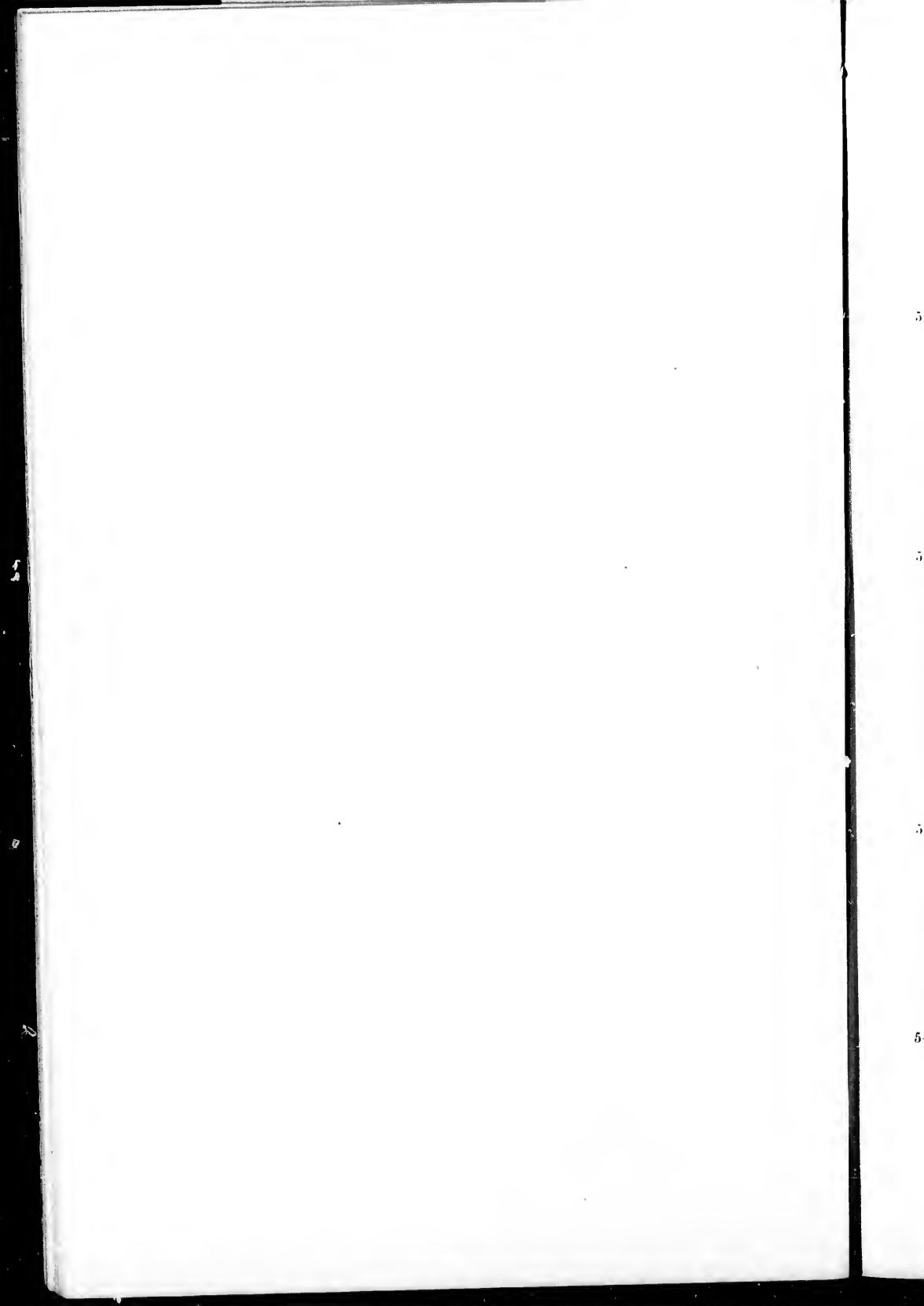
INTERCOLONIAL RAILWAY.

FORM OF TENDER

FOR SECTIONS NOS. 5, 6 AND 7 ONLY

" Section No. 6."

The undersigned having seen the plans and profiles of Section No. Six of the Intercolonial Railway, hereby tender to construct said section in accordance with the plans and profiles, and all other detailed plans which may be supplied, and in accordance with the general specifications signed by the Commissioners, and dated Ottawa, 26th January, 1870, and to exe-



cute the contract, a form of which is printed at the end of the specifications, binding ourselves not to demand any extras of any kind whatever, for the sum of four hundred and fifty-six thousand nine hundred and forty-six dollars and seventy-three cents (\$456,946.73) being at the rate of twenty-one thousand, seven hundred and fifty-nine dollars thirty-three cents per mile of Railway. (\$21,759.23.)

And we bind ourselves to complete such section for the above named sum to the satisfaction of the Chief Engineer and the Commissioners, such 510 sum to be the full payment without extras of any kind, for the entire completion of the section.

And we propose Timothy H. Dunn, Esq., and William Home, Esq., as sureties for the due fulfilment of this tender.

F. X. BERLINGUET & CO.,

Quebec,

4th May, 1870.

W. E. BLUMHART, witness.

We the above named, tendered as sureties, hereby agree to execute such Bond or other Document as may be required by the Commissioners for the 520 due performance of the Contract attached to the Specifications, &c., upon which the above Tender is made.

T. H. DUNN

Quebec.

WILLIAM HOME,

Quebec.

W. E. BLUMHART, witness.

And we hereby further supply, solely for the purpose of informing the Commissioners, and not in any way to affect the contract, the following schedule of prices for some of the principal items of construction.

530

SCHEDULE.

CANADIAN CURRENCY.

	1. Clearing and close cutting, per acre	\$14 00
	2. Crubbing, per acre	30 00
	3. Fencing, per Specification, per 100 lineal feet..	7 00
	4. do Best stake and rider snake Fence, do	5 00
	5. Rock Excavation, per cubic yard	1 00
	5½. Material for the Bic Embankment, see printed Schedules for Section No. 5.....	
	6. Earth Excavation (including average haul), per cubic yard.....	0 20
540	7. Under Drains, per 100 lineal feet	12 00
	8. Rip-Rap, per cubic yard.....	2 00
	9. Concrete, per cubic yard.....	5 00
	10. 1st Class Masonry, per cubic yard.....	10 00
	11. 2nd Class Masonry, do	7 50
	12. Paving, do	5 00

	13. Iron Cylinders, Exclusive of Concrete (See Bill of Works,) per lineal feet in place.....	
550	(In the event of Iron Cylinders being employed, the Contractor will be allowed for them as well as for the concrete used, at the prices in Schedule, and a deduction will be made for the saving effected in masonry and other work.)	
	14. Foundations, embracing all services referred to under this heading in Bill of Works.	
	15. Bridge Superstructure, Howe Truss Bridge, complete in place, Each 100 feet clear span	3,000 00
	16. Each 80 feet clear span	
	17. Each 60 feet clear span	
560	18. Each 50 feet clear span	2,500 00
	19. Truss for 30 feet spans, per general plan No. 25, complete	
	20. Superstructure for beam culverts, 6 to 12 feet span, per lineal foot of clear span..	2 00
	21. Superstructure for beam culverts, 15 to 20 feet span, per lineal foot of clear span.....	
	22. Road Crossings—Each Public Crossing, with Cattle Guards, &c., complete.....	75 00
570	23. Each Double Farm Crossing, with Gates, &c., complete	10 00
	24. Each Single Farm Crossing, with Gates, &c., complete	10 00
	25. Each over Bridge, see Bill of Works, Contract No. 6 ...	330 00
	26. Omissions and Contingencies, embracing all services referred to under this heading in Bill of Works.....	59,601 00
	(Per centage on other works).....	
580	Special Works, (a lump sum for each)	
	On Section No. 5.—1. Protection of Embankments in Mill Pond, &c., Station 921—See Bill of works.....\$	
	2. Protection of Embankments, &c., at Rimouski River—See Bill of Works.....\$	
	On Section No. 6.—Protection of embankments at various points—See Bill of Works	\$ 51,750 00

- 590 On Section No. 7.---1. Tunnel at Smith's Brook,
with approaches, &c., complete, as specified\$
2. Tunnel at Higgins' Brook,
with approaches, &c., complete, as specified.....\$

* Prices for these special works will only be required in the Tenders for the respective contracts.

In the event of *aboideau*, iron Cylinders, or other structures, being substituted at any points for the Masonry structures mentioned in the Schedule, a deduction to be made for the saving in quantities effected thereby, and an allowance made for the substituted structure at the prices in the Schedule.

(Signed) F. X. BERLINGUET & CO.,
Quebec,

14th May, 1870.

W. E. BLUMHART, witness.

INTERCOLONIAL RAILWAY.

FORM OF TENDER

Section No. 9.

610 The undersigned having seen the plans and profiles of Section No. 9 of the Intercolonial Railway, hereby tender to construct said section in accordance with the plans and profiles, and all other detailed plans which may be supplied, and in accordance with the general specifications signed by the Commissioners, and dated Ottawa, 14th Oct. 1869, and to execute the contract, a form of which is printed at the end of the specifications, binding ourselves not to demand any extras of any kind whatever, for the sum of Three hundred and fifty-four thousand eight hundred and ninety seven dollars, (\$354,897) being at the rate of sixteen thousand eight hundred and ninety-nine dollars eighty-five cents per mile of Railway, (\$16,899 85.)

620 And we bind ourselves to complete such section for the above named sum to the satisfaction of the Chief Engineer and the Commissioners, such sum to be the full payment, without extras of any kind, for the entire completion of the section.

And we propose Thomas Glover, Esq., and John S. Fry, Esq., as sureties for the due fulfilment of this tender.

J. B. BERTRAND & Co.,
Quebec, 14th October 1869

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W. E. BLUMHART, witness.

We the above named, tendered as sureties, hereby agree to execute such Bond or other Document as may be required by the Commissioners for the due performance of the Contract attached to the Specifications, &c., upon which the above Tender is made.

THOS. GLOVER,
Quebec.

JOHN S. FRY,
Quebec.

W. E. BLUMHART, witness.

And we hereby further supply, solely for the purpose of informing the Commissioners, and as a guide to the Chief Engineer in making up his pro-
640 gress estimates, and not in any way to affect this contract, the following schedule of prices for some of the principal items of construction.

SCHEDULE.

		Canadian curr.	cy.
	1. Clearing and close cutting, per acre.....	\$16 20	4,374
	2. Grubbing, per acre.....	18 00	702
	3. Fencing, per Specification, per 100 lineal feet.	5 40	
	4. do Best stake and rider Snake Fence, per 100 lineal feet	4 50	11,375
	5. Rock excavation, per cubic yard.....	0 90	73,800
650	6. Earth do do do	0 27	130,140
	7. Haul for every 100 feet do		
	8. Under-drains, per 100 lineal feet.....	4 50	243
	9. Riprap, per cubic yard.....	5 40	4,320
	10. Concrete, do	4 50	1,350
	11. 1st class Masonry, per cubic yard.....	9 00	56,700
	12. 2nd class Masonry, do	7 20	48,240
	13. Paving, do	6 30	5,544
	14. Foundations, embracing all services referred to under this heading in Bill of Works, 660 (a lump sum).....	2,700 00	2,700
	15. Bridge superstructure, Howe Truss Bridges complete in place, each 100 feet clear span.		
	16. do do each 80 feet clear span.	1,296 00	1,296
	17. do do each 60 feet clear span.	864 00	864
	18. do do each 40 feet clear span.		
	19. Beam Culverts up to 20 feet span, per lineal foot of clear opening.....	10 80	
	Road crossings, &c.,		
	20. Each Public Crossing, with Cattle Guards, &c., complete.....	22 50	
670	21. Each Double Farm Crossing, with Gates, &c., complete.....	18 00	1,300
	22. Each Single Farm Crossing, with Gates, &c., complete.....	5 00	

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23. Omissions and contingencies, embracing all services referred to under this heading in Bill of Works, (A lump sum or percentage on the whole Contract.).....	7,200 00	7,200
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SPECIAL WORKS. *

680 A. Material in Embankment between Stations 580 and 790 Contract No. 9, per cubic yard	0 36	5,400
B. The La Planche Aboideau Contract No. 11, (a lump sum).....		
C. Tunnel at Urquhart's Brook, Contract No. 12 (a lump sum).....		

* Prices for these special works will only be required in tenders for the respective Contracts.

J. B. BERTRAND & CO.,
Quebec, 14th October 1869.

690 W. E. BLUMHART, witness.

INTERCOLONIAL RAILWAY.

FORM OF TENDER.

Section No. 15.

The undersigned having seen the plans and profiles of Section No. 15 of the Intercolonial Railway, hereby tender to construct said section in accordance with the plans and profiles, and all other detailed plans which may be supplied, and in accordance with the general specifications signed by the Commissioners, and dated Ottawa, 26th January, 1870, and to execute the contract, a form of which is printed at the end of the specifications, 700 binding ourselves not to demand any extras of any kind whatever, for the sum of three hundred and sixty thousand and twenty dollars, (\$360,020), being at the rate of thirty thousand and one dollars and sixty-six cents per mile of Railway, (\$30,001.66).

And we bind ourselves to complete such section for the above named sum to the satisfaction of the Chief Engineer and the Commissioners, such sum to be the full payment without extras of any kind, for the entire completion of the section.

And we propose Messrs. Thomas Glover and John S. Fry as sureties for the due fulfilment of this tender.

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(Signed), J. B. BERTRAND & Co.,
Quebec,
29th March, 1870.

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(Signed), W. E. BLUMHART, witness.

We, the above named, tendered as sureties, hereby agree to execute such Bond or other Document as may be required by the Commissioners for the due performance of the Contract attached to the Specifications, &c., upon which the above Tender is made.

THOMAS GLOVER,

per John S. Fry,

Quebec.

720

JOHN S. FRY,

Quebec.

W. E. BLUMHART, witness.

And we hereby further supply, solely for the purpose of informing the Commissioners, and not in any way to affect the contract, the following schedule of prices for some of the principal items of construction.

SCHEDULE.

		Canadian currency.
	1. Clearing and close cutting, per acre	\$14 00
730	2. Grubbing, per acre	30 00
	3. Fencing, per Specification, per 100 lineal feet.	5 40
	4. do Best stake and rider snake Fence, per 100 lineal feet.	5 40
	5. Rock Excavation, per cubic yard.....	1 00
	6. Earth Excavation (including average haul) per cubic yard.	0 20
	7. Under Drains, per 100 lineal feet.....	12 00
	8. Riprap.....per cubic yard.	2 00
	9. Concrete do	5 00
740	10. 1st class Masonry do	10 00
	11. 2nd class Masonry..... do	7 50
	12. Paving do	5 00
	13. Iron Cylinders, exclusive of Concrete (see Bill of Works), per lineal foot in place....	21 00
	(In the event of Iron Cylinders being employed, the Contractor will be allowed for them, as well as for the concrete used, at the prices in schedule, and a deduction will be made for the saving effected in masonry and other work.)	
750	14. Foundations, embracing all services referred to under this heading in Bill of Works....	0 30
	15. Bridge Superstructure, Howe Truss Bridge, complete in place, each 100 feet clear span	30 00
	16. each 80 feet clear span	25 00
	17. each 60 feet clear span.	25 00
	18. each 40 feet clear span.	20 00

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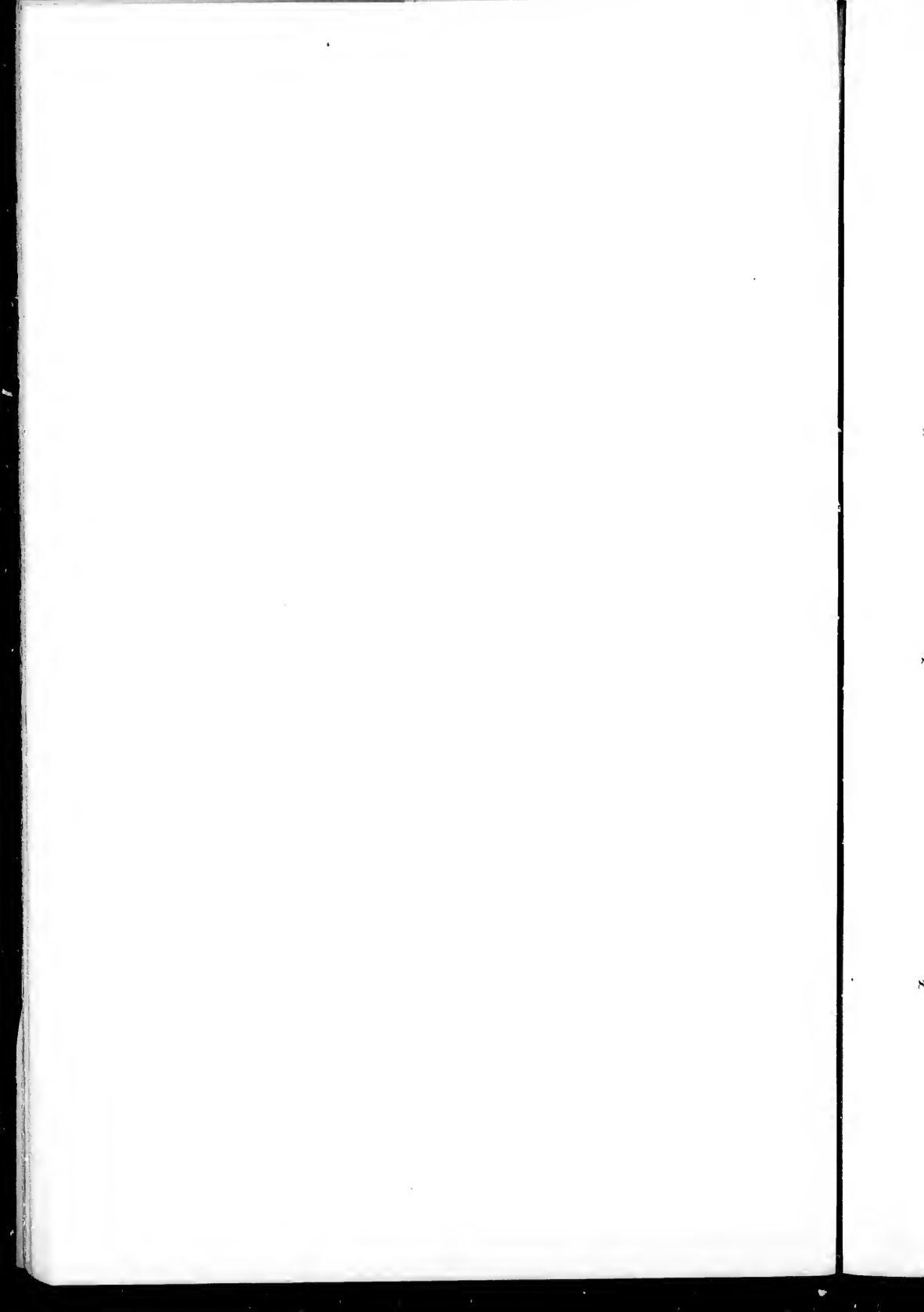
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	19. Superstructure for Beam Culverts, 6 to 12 feet span, per lineal foot of clear span	2 00
760	20. Superstructure for Beam Culverts, 15 to 20 feet span, per lineal foot of clear span	10 00
	21. Road Crossings.—Each public crossing, with Cattle Guards, &c., complete.....	75 00
	22. Each Double Farm Crossing, with Gates, &c., complete	15 00
770	23. Each Single Farm Crossing, with Gates, &c., complete	10 00
	24. Omissions and Contingencies, embracing all services referred to under this heading in Bill of Works.	
	(Per centage on all other works).....	17,142 00
	Special Works, (a lump sum for each)	
780	{ On Section No. 13.—Tunnel No. 1 complete with approaches, at Station 439 x 80..... Tunnel No. 2 complete with approaches, at Station 450 x 56..... Tunnel No. 3 complete with approaches, at Station 660 Tunnel No. 4 complete with approaches, at Station 755 On Section No. 3.—Completion of road diversion between Stations 105 and 260, about 3 miles..... Crib-work protection to Embankments at Mill Creek.	
790	On Section No. 4.—An <i>Aboideau</i> in place of a Masonry structure at each of the following Stations, the <i>Aboideau</i> to be formed in the best possible manner and provided with heavy brass hinged sluice gates: the Contractor to settle all damages with owners or occupants of lands for the sums mentioned....	
800	At Station 201 At Station 237 At Station 288 At Station 355 At Station 400 At Station 418	
810	On Section No. 4.—Protection work on Macan River, near Station 300, (see note to schedule of structure.....	

Prices for these special works will only be required in the Tenders for the respective contracts.



In the event of *aboideau*, Iron Cylinders, or other structures, being substituted at any points for the Masoury structures mentioned in the Schedules, a deduction to be made for the saving in quantities effected thereby, and an allowance made for the substituted structure at the prices in the Schedule.

(Signed) J. B. BERTRAND & Co.,
Quebec,
29th March, 1870.

(Signed) W. E. BLUMBART, witness.

Exhibit A. A.

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INTERCOLONIAL RAILWAY.

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK

1. This specification refers to all works of construction and materials required in making and building the Railway up to formation level and preparing it for the permanent way. It comprises, clearing close cutting grubbing, fencing, excavation, draining, ditching foundation, works, bridge and culvert masonry, the superstructure of the bridges, together with all other works connected with the construction and completion of the line of the Railway. The intention being that the Contractors shall complete the road bed of the Railway and provide all materials of every kind except the ties or sleepers, iron rails and their fastenings, the ballasting and the laying of the track

Exhibit B.

COMMISSIONERS, REPORTS TO COUNCIL.

PUBLIC WORKS DEPARTMENT.

INTERCOLONIAL RAILWAY OFFICE,
OTTAWA, 12th May, 1870.

The Commissioners for the construction of the Intercolonial Railway, have now to report to the Governor in Council with reference to the Tenders for Section No. 6. (The previous contract having been annulled.)

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Section No. 6.

Thirty-two tenders for this Section were received, the lowest of which are:—

No. 6. J. & T. D. McGuice, Ste. Marie.....	\$399,917 or \$19,043 per mile.
" 58. John Fowler, Cobourg.....	400,000 19,000 "
" 49. Palen & Co., Quebec.....	415,800 19,800 "
" 34. H. McDonald & Co., Alexandria.....	440,000 20,952 "
" 31. F. X. Berlinguet & Co., Quebec....	456,946 21,759 "
" 107. J. & G. Jackson, Simcoe.....	470,000 22,380 "

After enquiry, the Commissioners are not satisfied with the skill, 850 experience, and resources of the parties to the Tenders of No. 6, 58, 49 and 34.

With respect to No. 31, as contract for Section No. 3 has been awarded to Messrs. Berlinguet and Co, the Commissioners are not prepared to recommend that another section should be awarded them.

The Commissioners being satisfied with the skill experience and resources of Messrs. J. & G. Jackson, recommend that their tender for Section No. 6 for the sum of \$470,000 or at the rate of \$22,380 per mile, be accepted.

(Signed,) A. WALSH,

" A. W. McLELAN,
Commissioners

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The Commissioners for the construction of the Intercolonial Railway, have now to report to the Governor in Council with reference to the tenders for Sections Nos. 3 and 15.

Section No. 3.

The Chief Engineer estimates the minimum cost at which the work on this section can be done to be \$530,000 (the maximum being \$705,000). Forty-eight tenders were received for this section, the lowest of which are :

No.	34. Tracy & Murphy, Halifax.....	\$438,480 or \$18,270 per mile.
"	71. Sutherland, Grant & Co., Amherst..	456,000 " 19,000 "
870 "	138. Berlinguet & Co., Quebec.....	462,444 " 19,222 "
"	68. Sutherland, Oaken & Co., Halifax..	477,600 " 19,900 "
"	100. P. Purcell, Williamstown.....	496,800 " 20,700 "

After enquiry the Commissioners are not satisfied with the " skill, experience and resources " of the parties to tenders Nos. 34, 71 and 68.

With respect to tender No. 138 the Commissioners have ascertained (from the parties themselves) that Berlinguet & Co and J. B. Bertrand & Co. are the same firm : as regards tenders for sections Nos. 3 & 15 and the Commissioners having decided to recommend acceptance of the tender of Messrs. Bertrand & Co. for section No. 15 (which adjoins section No. 9 now 880 under contract to Messrs. Bertrand) and having had experience of the unsatisfactory results of awarding to the same party separate contracts at a distance from each other, deem it inexpedient to recommend acceptance of the tender of Messrs. Berlinguet & Co. for section No. 3.

The Commissioners being satisfied with the skill, experience, and resources of Mr. P. Purcell, recommend that his tender for section No. 3 for the sum of \$496,800, or at the rate of \$20,700 per mile, be accepted.

Section No. 15.

(Chief Engineer's estimates. Minimum, \$424,000 ; Maximum, \$550,000).

Forty-four tenders for this Section were received, of which the lowest 890 are :—

- No. 38—Tracey & Murphy, Halifax, \$316,415 or \$26,150 per mile.
" 139—J. B. Bertrand & Co., Quebec, \$360,020 or \$30,000 "

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The Commissioners, after careful enquiry about the parties to tender No. 28, are not satisfied with their skill, experience, and resources, and therefore cannot recommend acceptance of their tender.

The Commissioners being satisfied with the skill, experience and resources of Messrs. J. B. Bertrand & Co., recommend that their tender for Section No. 15, for the sum of \$360,000 or at the rate of \$30,000 per mile, be accepted.

900 Intercolonial Railway

Commissioners' Office,

Ottawa, 27th April, 1870.

OTTAWA, 22nd October, 1869.

The Commissioners appointed to construct the Intercolonial Railway now beg to report upon the tenders received for

Section No. 9.

Thirty five tenders have been received for this section, of which the following are the lowest:—

	No. 184	Grey & Lorne.....	\$220,632	or	\$10,506	per mile.
910	" 22	Shuves & Co	297,310	"	14,157	"
	" 127	J. S. Grant.....	303,770	"	14,465	"
	" 122	Piton & Dumault....	311,787	"	14,847	"
	" 155	Ralph Jones.....	314,297	"	14,966	"
	" 95	C. Touchette.....	315,000	"	15,000	"
	" 80	Berlinguet & Co.....	329,433	"	15,211	"
	" 39	Sutton & Angus.....	338,698	"	16,128	"
	" 137	A. Elliot & Co.....	346,240	"	16,487	"
	" 76	J. B. Bertrand & Co..	354,897	"	16,899	"

In reference to 184, 92, 127, 122, 95, the Commissioners are not satisfied as to the skill, experience and resources of the parties tendering and therefore cannot recommend the acceptance of any of these tenders.

No. 155 is withdrawn, the party having made an error in his calculations.

No. 80, after careful examination is not found to be a satisfactory tender, and as on a former occasion Messrs. Berlinguet & Co., failed to complete a contrat which had been awarded to them owing to their proposed sureties declining to execute the necessary Bonds the Commissioners cannot recommend the acceptance of this tender.

Nos. 39 and 137 are offered by parties who have already secured contracts, and the Commissioners are of opinion that it would not be desirable to place more work in their hands.

No. 76 is a satisfactory tender, good sureties are offered for its due fulfilment, and the Commissioners therefore recommend that the tender of Messrs. J. B. Bertrand & Co., of Quebec, for the sum of \$354,897, or at the rate of \$16 899/85 per mile be accepted, they being satisfied as to the skill, experience, and resources of Messrs. Bertrand & Co.

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Exhibit C.

ORDERS IN COUNCIL.

Copy of a Report of a Committee of the Honourable the Privy Council,
940 approved by His Excellency the Governor General in Council on the
25th October 1869.

On the recommendation of the Honourable the acting Minister of Public
Works, and for the reasons given in the report of the Intercolonial Railway
Commissioners.—

The Committee advise that the following tender for the construction of
section No. 9 be accepted, and that contract in conformity therewith be
given accordingly, that is to say :

Section No. 9.—To Messrs. J. B. Bertrand & Co., of Quebec, for the sum
of three hundred and fifty-four thousand, eight hundred and ninety-seven
950 dollars (\$354,897) or at the rate of (\$16,899.85) per mile.

Certified,

(Signed) WM. H. LEE,
Clerk P. C.

Copy of a Report of a Committee of the Honourable the Privy Council,
approved by His Excellency the Governor General in Council on the
11th May 1870

The Committee of Council have had under consideration the report
dated 27th April 1870, and the supplementary Report of the 29th of the
same month from the Commissioners for the construction of the Intero-
960 lonial Railway, and on the recommendation of the Honourable the Minister
of Public Works, they submit for your Excellency's approval the following
recommendations on the Tenders submitted for the undermentioned sections
of that line.

For sections No. 3.

That the Tender of Messrs. Berlinguet & Co., of Quebec, for the sum of
\$462,444, or at the rate of \$19,222.33 per mile, be accepted.

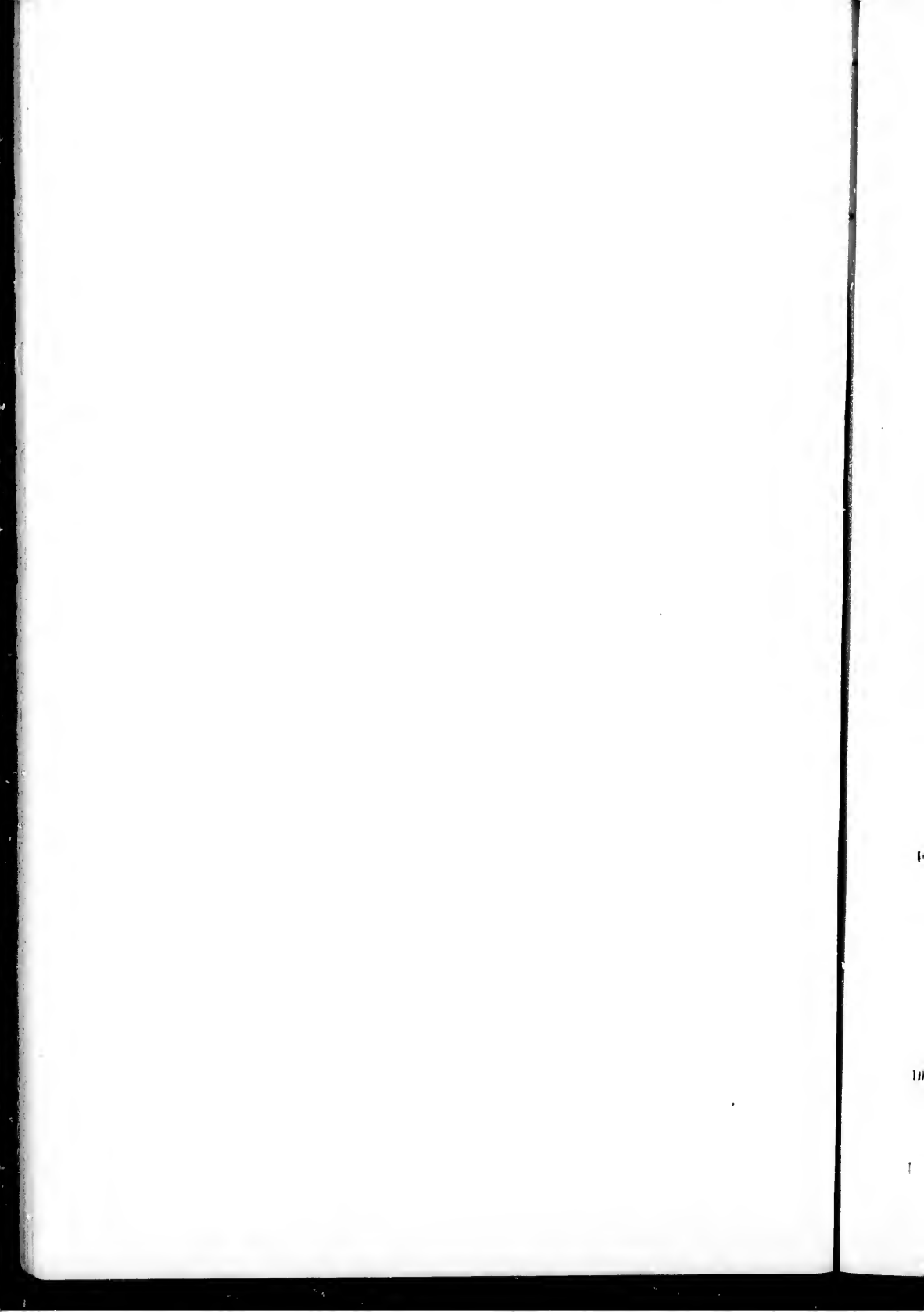
For Section No. 15.

That the Tender of Messrs. J. B. Bertrand & Co., for the sum of \$360,000,
or at the rate of \$30,000 per mile, be accepted.

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Certified

(Signed,) WM. H. LEE,
Clerk P. C.



COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 13th May 1870.

The Committee of Council have had under consideration the memorandum, dated 13th May 1870, from the Commissioners for the construction of the Intercolonial Railway, and on the recommendation of the Honourable the Minister of Public Works, they respectfully advise that the following 980 Tenders for the construction of the Section No. 6 be accepted.

Section No. 6.

That of Messrs F. X. Berlinguet & Co., of Quebec, for the sum of \$456,946, or at the rate of \$21,759, per mile

Certified,

(Signed,) WM. H. LEE,
Clerk P. C.

Exhibit D

ORDERS IN COUNCIL, 27th JULY, 1871. INCREASE OF RATES ON SCHEDULES OF CERTAIN SECTIONS.

990 COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor General in Council, on the 13th June, 1871.

On a memo. dated 7th June, 1871 from the Commissioners appointed to construct the International Railway submitting the Schedule of prices to be paid to the several Contractors on the Intercolonial Railway, and recommending the adoption of these schedules for the present in substitution for those adopted by O. C. of date 24th May, 1871,—

The rates in these schedules, they state, are arrived at by applying the contract lump sum to the total quantities (as now ascertained) of the work, 1000 to be executed on the several contracts

That the item Bridge Superstructure " will not at any time be returned as work done, and the amount thereof will therefore be deducted in the end from the lump sum to be paid to the respective Contractors.

The committee on the recommendation of the Honourable the Minister of Public Works advise that the schedules be adopted and substituted for those approved by the Order in Council referred to.

Certified,

(Signed,) WM. H. LEE,
Clerk, Privy Council.

1010 To the Commissioners of the
International Railway, &c., &c., &c

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Copy of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 27th July, 1871.

On a memo. dated 27th July, 1871, from the Honourable the Minister of Public Works, recommending that in accordance with the Report of Sandford Fleming, Esq., Chief Engineer, the Intercolonial Railway Commissioners be authorized if they think it in the interest of the public to increase the schedule prices paid to Contractors on the Railway Sections in the Restigouche district to a uniform rate of 25 cents per cubic yard for earthwork, and \$1 per cubic yard for masonry, and that they be further authorized to take out of the hands of the Contractors such portion or portions of Section No. 12, in the Province of Nova Scotia, as they may think necessary for the immediate and more vigorous prosecution of the work upon the said section.—

The Commissioners will take care that such additions to the rates upon which the progress estimates are made up do not expose the Government to the risk of the gross contract price being exhausted before the work is completed.

1030 The committee submit the above recommendations for Your Excellency's approval.

Certified,

(Signed) WM. H. LEE,
Clerk, Privy Council.

To the Commissioners of the
Intercolonial Railway, &c., &c., &c.

Exhibit E.

LETTER IN REPLY TO COMPLAINTS AS TO MEASUREMENTS.

PUBLIC WORKS DEPARTMENT,
INTERCOLONIAL RAILWAY OFFICE,
OTTAWA, October 29th, 1870.

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GENTLEMEN,—In reply to your letter of the 17th inst., I have to inform you that a basis for future estimates has been arranged by the Commissioners and Chief Engineer, and Contractors will have full benefit of the change in October estimates.

It is impossible for the Commissioners to take action upon the supposed under measurements, unless the complaint were supported by the actual measurements of a competent Engineer, whose figures could be taken up and compared with those of the staff. If you see fit to have such an examination, of course the Commissioners will give the matter immediate attention.

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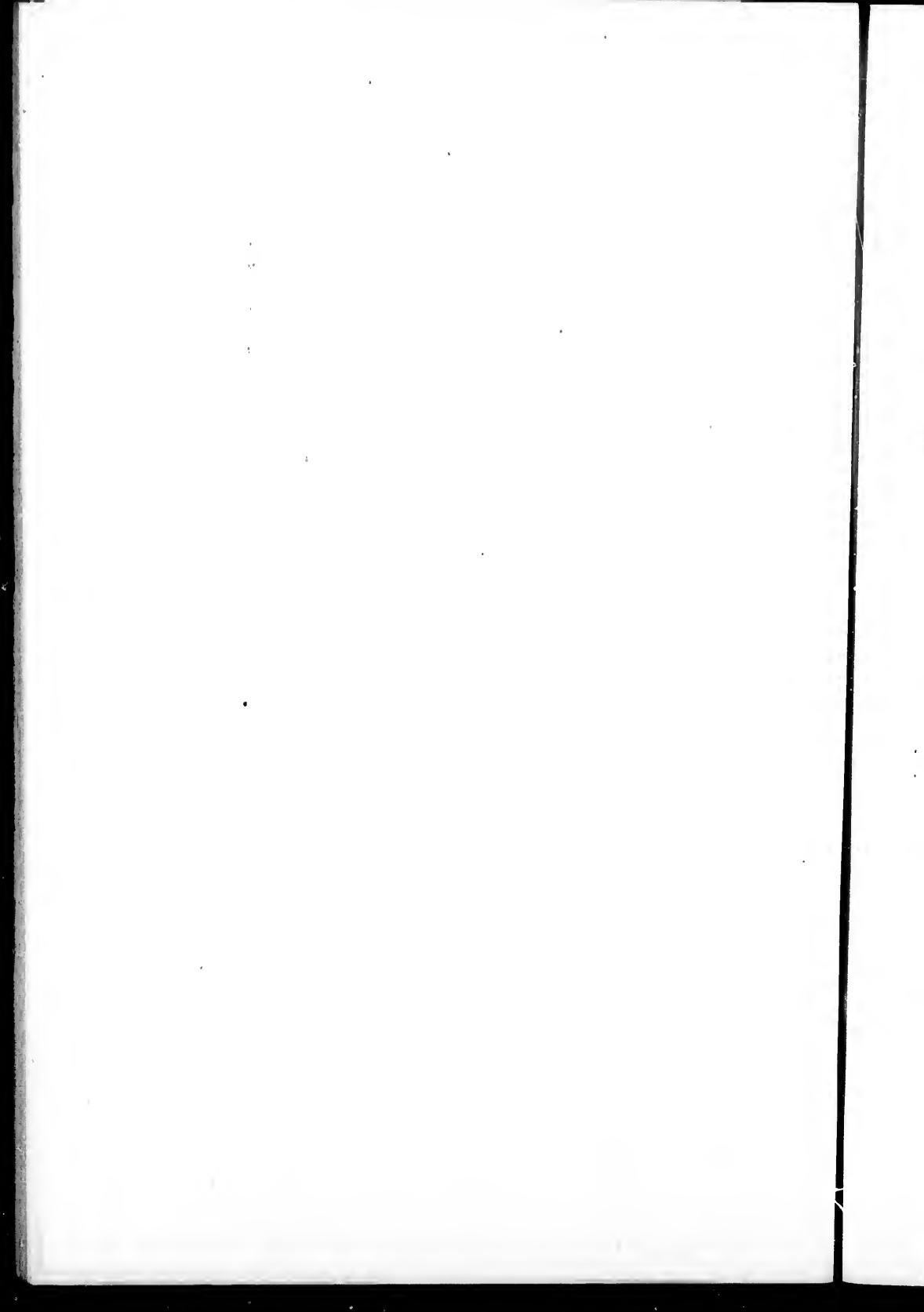
As the case stands, they are bound to consider the measurements correct.

I am, Gentlemen,
Your obed. servt.,

(Signed)

C. S. ROSS,
Secretary.

Messrs. F. X. BERLINGUET & Co.,
Quebec.



QUEBEC, 4th September, 1872

RALPH JONES, Esq.,

1060 Secretary Intercolonial Railroad Commission.

DEAR SIR.—Enclosed we send you copies of M. Fitzgerald's report on Section 6, and of Mr. Thompson's on Section 9, which please lay before the Commissioners at their first meeting.

Mr. Bell, the District Engineer, has also been furnished with copies of these reports.

Please advise us by telegram and mail what action is taken in this matter.

We are, dear Sir,

Yours truly,

DUNN & HOME.

GLOVER, FRY & Co.

1070

RESTIGOUCHE DISTRICT.

	STATIONS		Grading		Cut
	From	To	Rock Cubic Yards	Earth. Cubic Yards.	
1	190	277	Nil.	3234	
2	277	467+50	"	1963	
3	467+50	503	"	6931	
4	503	524+30	"	655	
5	524+30	617	"	381	
6	617	678+47	"	304	
7	678+47	716	"	20086	
8	716	779	"	130	
9	779	798+30	"	10	
10	798+30	835+18	"	11373	
11	835+18	851+63	"	6390	
12	851+63	895	"	711	
13	895	942	"	23895	
14	942	1026	"	250	
15	1026	1088+33	"	29878	
16	1088+33	1137	"	2763	
17	1137	1159+68	"	2589	
18	1159+68	1194	"	3240	
19	1194	1300	"	27702	
Total quantities.....				145785	

CONTRACT No. 6.

27

RICT.

F. 1.

INTERCOLONIAL RAILWAY.

STATEMENT of quantities to be done July 15th, 1872.

Grading		Ditches, off-takes and catch water drains.			Masonry.		Paving.	Fencing.	Clearing.	Road and Farm Crossings.				Rip-Rap.	Crib-Work.	Super-structure.
Rock Cubic Yards	Earth. Cubic Yards.	Rock. Cubic Yards	Earth. Cubic Yards.	1st class. Cubic Yards.	2nd class. Cubic Yards.	Cubic Yards	Lineal feet.	Acres.	Pairs of Cattle Guards.	Signs.	Pairs of Gates.	Bridges and Boxes.	Cubic Yards.	Cubic Yards.		
Nil.	3234	Nil.	500	Nil	272	71	17400	Nil.	Nil	1	5	Nil.	Nil.	Nil.	3	
"	1963	"	300	"	670	107	27350	"	2	7	15	"	"	"	1	
"	6931	"	275	324	48		2997	"			1	"	518	"	1†	
"	655	"	38	125			3170	"			1	"	453	"		
"	381	"	150			8	13180	"		2	1	"		"		
"	304	"	47				6247	"	1	2	1	"		"	2	
"	20086	"	733	317			3350	"			1	"		"		
"	130	"	35	141			7750	"		1	1	"	168	"		
"	10	"	120				3060	"			3	"		"		
"	11373	"	1300	961		50	4826	"	1			"		"		
"	6390	"			10		3364	"			1	"	583	"		
"	711	23	49		43	13		"	2	2	1	"		"		
"	23895	7	760	30	32			"	2	2	1	"		"		
"	250	Nil.			10			"	2	4	5	"		"		
"	29878	"	1100	530	33	4	5460	"	1	1	1	"		"	2	
"	2763	"	210	530	3		800	"	2	2	1	"	129	625	1	
"	2589	"	230		4		1768	"	1	1		"	194			
"	3240	"	313		35	2	4632	"			2	"			1	
"	27702	"	738	1015	358	58	3500	"		2	3	"	256	2577	2*	
.....	145785	30	6908	3973	1526	808	108957	Nil	17	27	43	Nil.	2301	3202	13	

† Overhead Bridges at..... 481
 * One of these overhead at.....1205+50

(Signed)

JAMES W. FITZGERALD,
 Civil Engineer.

RISTIGOUCHE DISTRICT.

STAT

STATIONS		Rock.	Earth.	Mason.
From	To	Cubic Yards.	Cubic Yards	1st Class. Cubic Yards.
	45+80	750	55697	
	91+43		5425	
	140+08	3285	8951	
	191+77	2160	4749	102
	227+15	260	1704	
	269+70	228	1155	
	280+20	6	42	
	410+75	140	16287	
	490+65	37	5972	
	519+80	519	1057	
	569+35	569	4887	
	596+90	145	5183	
	642+75	500	9000	
	657+30		117	
	684+66		630	
	724+25	20	3141	
	761+88	1127	700	
	819		2975	152
	847+68			
	953+02		75	
	998		1172	
	1019		2220	233
	1019		1550	
		10888	113590	487
Catch water drains.....			3623	
Road and Farm Crossings.....			5598	

INTERCLONIAL RAILWAY.

28

CT.

CONTRACT No. 9.

STATEMENT of Quantities remaining to be done July 1st 1872.

Earth.	Masonry.		Pav'g.	Fencing.	Clearing.	Road and Farm Crossings.				Rip-rap.	Super structure.
	1st Class. Cubic Yards.	2nd Class. Cubic Yards.				Cubic Yards.	Linear feet.	Acres.	Cattle Guards. Pairs.			Sign Boards.	Gates. Pairs.	Bridges and Boxes.
35697				5188		2	2	3	4 Boxes.		
5423				6699	1.10	1	1	4	2 "		
8651				9594	1.95	1	1	1	1 Bridge.		
4749				10602	2.37	1	1				
1794	102	15	7	7342	1.62	1	1		2 Boxes.		1.8 ft. 1.6 ft.
1155		33	5	6674	1.54	1	1		2 "		
42		10		4164	0.89		1				1.6 ft.
16387		185	32	30716	3.98	3	4		2 Bridges.		1.6 ft. 1.8 ft. 112 ft. 115
5972		59	12	10508	1.44	2	2		1 "		1.10 ft.
1057		1		5830	1.36						
4887		156	19	9910	2.27						
5183		832	22	5510	1.03						1.20 ft.
9000				9170	2.10						
117				2910	0.66						
630		5		5472	1.25						1.10 ft.
3141		41		7918	1.81						1.10 ft. 1.8 ft.
700				7790	1.72	1	1		2 Boxes.		
2075	152			3359		1	1	13	4 "	70	2.20 ft.
				264			1	8	2 "		
75		2		12396	0.91			31	6 "		2.10 ft.
1172		5		4324	0.87			6	2 "		1.8 ft. 1.12 ft.
2229	233			4000	0.45			1	4 "		
1550				16892	1.84	1	3	19	2 "		3.8 ft.
113590	487	1364	97	187521	30.86	15	24	89	4 Bridges. 32 Boxes.	70	21
3623											
5598											

(Signed.)

W. G. THOMPSON,
Civil Engineer

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BATHURST, 17th August, 1872.

[647½]

Messrs. DUNN & HOME,

GENTLEMEN,—In obedience to authority from the Commissioners of the Intercolonial Railway, and under your instructions of 4th June, 1872 I have measured the work to be done on Contract No. 6, and have now the honor to submit the quantities and report

These quantities give the work to be done on the 15th July.

For easy reference, and to balance as nearly as possible the cuttings 1080 and embankments, I have numbered the contract into lengths averaging about a mile each.

The contract begins at Station 190, and ends at 1,300, being a little over 21 miles.

1. The grading upon this length may be considered finished, with the exception of a short piece of embankment of about 3,000 cubic yards towards the westerly end. The material for embankment is out of side ditches, and as a large force was employed upon it, I have no doubt but it is now far advanced towards completion. There are two 10 feet beam culverts at 191 and 208; the latter is partly built and the other will, I understand, be 1090 constructed. One of these might be dispensed with without injury to the railway. I observed the foundation for 208 carried down to a greater depth through stiff clay than I thought there was any necessity for. It was sunk 6 feet 6 inches through this material, and a better foundation passed through at a practicable level. The masonry for this culvert will largely exceed the quantity given in the bill of works. Owing to the level swampy land here, and the distance from a good outfall, long outlet drains will be required. A box culvert at 277 is also marked. There is a supply of dressed and rough stone for it on the ground, and some sand.

2. The grading on this length may be considered nearly finished, there 1100 being only the gaps left for culverts, and a little dressing necessary to complete it. The only masonry done is on foundation of arch culvert at 369, and 8 feet beam culvert, nearly built, at 460. 670 cubic yards second-class masonry are required, for which a quantity of sand, dressed and rough stone, is at each site. A number of well built public and farm road crossings are along this subdivision, to which I will refer generally towards close of this report.

3. Cut at 467+50 to 482+53. In consequence of the grade having been raised through this cut, the quantity for embankments at North Branch River Charlo, has been reduced, and a borrow of some 3,000 cubic yards will be 1110 required. At the time grade was altered the cut was well through, and much labor was incurred in raising it and the embankment to the new formation. For the west abutment of bridge over this branch of the river, no work has yet been done. A collar-dam is being prepared, and a good foundation is expected. The east abutment has part of bridge seat course on, and the two piers are nearly up to the same level. There is stone on the ground to complete the bridge. About 500 cubic yards of rip-rap is required, for which a quantity of stone is on the ground.

4. About 700 cubic yards of grading are required upon this division, chiefly at the abutment of bridge, South Branch River Charlo. Masonry on

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1120 west abutment required to be raised about three feet, and east abutment about 6 feet 6 inches. The pier has bridge seat course on. A considerable quantity of rip-rap is required to protect the slopes of embankment at this place, inside, as well as out. A large proportion is done, and I imagine there is on the ground a sufficient quantity of stone to complete the balance, which I estimate at 453 cubic yards. 125 cubic yards first-class masonry remains to be done.

5. This stretch of the contract runs through a large swamp, and considering the soft nature of the soil, the embankment is firm and dry. A little dressing in places, and a few yards of second-class masonry is all 1130 that is required upon it.

6. This division of the contract requires but 300 yards grading, and a little ditching, to finish it.

7. The quantity required for grading this section, being less than what is in cutting 678 to 700, about 8,500 cubic yards are left for ballast. The masonry at Loudon River culvert is well above springing course. It requires about 300 cubic yards to complete it. The embankment from above cut is now being carried over the culvert on a temporary wooden structure. Two walls of well constructed crib-work protect the embankment on outside. They require a few yards of loading on top; it could be 1140 supplied from cut. Rip-rap is necessary to protect inside slopes, and although no reference is made to it on bill of works, it will doubtless be called for by the Engineer. I have put down for it 168 cubic yards.

8. The quantity in cut 750 to 761 being in excess of what is required for grading, there is left for ballast, or to be removed, 23,537 cubic yards of excellent gravel; but a few yards of grading are required. At New Mills Brook, the west abutment of bridge requires 360 feet of masonry to bring it up to bridge seat course. The bridge seat course is on pier, and partly on east abutment. A few yards of retaining walls or rip-rap will be needed to keep in the slopes at abutments. 141 cubic yards of first-class masonry 1150 is required.

9. Requires a little dressing and draining.

10. This subdivision includes the two clay cuts and embankments at Benjamin River. About 11,000 cubic yards of grading required, 8,000 of which are in the cuts. The balance must be borrowed. As the cuts, however, are through running clay, the slopes will probably require to be made 2 to 1, and the deficiency in this way may be supplied. Masonry on west abutment is up to 3 feet of bridge seat course. The two piers and west abutment are not commenced, but plant and material are being supplied to complete the structure this season. The bridge over public road 1160 and mill flume has not been commenced, and will not, probably, until the cutting to westward is nearly completed and in embankment. 961 cubic yards of first-class masonry and about 583 of rip-rap will be required.

11. About 7,000 cubic yards of grading is required to complete the embankment between the points embracing this part of the contract, and as the small rock cuts in the summit to the East are out, borrowing will have to be resorted to. A few yards of masonry, for covers &c. of culvert at 844, are required.

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12. With the exception of renewing ordinary wear and waste of roadway, there is little to be done on this part. Of grading there is required 1170 about 700 cubic yards, and of second-class masonry, 43 cubic yards. Rock ditching at foundation, 43 cubic yards.

13. In this length an embankment requiring some 24,000 cubic yards is required. To make it, there is cut $927+14$ to 942 , = 2,533 cubic yards; and in cut $896+90$ to $903+30$, = 18,641 cubic yards; available, 21,174 cubic yards; leaving a deficiency of nearly 3,000 cubic yards to be made up by borrowing. Thirty cubic yards of first-class masonry and 32 of second-class to be built. Crib-work between Stations 910 and 917 requires loading, and some ditching and a drain on land side improved.

14. A little dressing of slopes and grade will complete the work to be 1180 done here. About 100 cubic yards of second-class masonry required. At Station 970, and thereabouts, some unnecessary work is done; at one side of the road, a ditch of a couple of hundred feet long is cut down about four feet through hard pan, to carry water which comes from opposite side. The ditch could have been made on this side, and the purpose equally served. At this place, also, a useless ditch is made in a field. It serves no useful purpose. A stone box culvert has been constructed under south approach of public road at $1,020+40$ which might have been substituted by a wooden box.

15. Nash's Creek cut at Station $1,026+30$ to $1,047+59$, contains about 1190 29,878 cubic yards. There is required for embankment, 15,916, leaving a balance of 13,962. The existence of slides in this cut will probably necessitate the removal of a greater quantity of material than that given; and special drainage, to duly protect the road-bed, may also be required. In west abutment for bridge, 49 cubic yards of masonry are in foundation, and a quantity of dressed stone and other material is on the ground. The foundation for the east abutment is nearly down to the required depth, and will be ready for the masonry in a few days. 530 cubic yards of first-class masonry is to be built. There is about 60 feet of crib-work built here, and as the balance depends on the decision of the Engineer, it is impossible for 1200 me to say what that may be. In my opinion about 600 cubic yards of crib-work will be ample to protect the banks at this point, a portion of which might, perhaps, be substituted by rip-rap, a supply for which is on the ground.

16. To complete grading on this part, 2,763 cubic yards of earth are to be done. The bridge at Louison Brook is not begun, but a large proportion of dressed and undressed stone are delivered. 530 cubic yards of first-class masonry are required for this structure, and I have put the rip-rap at 194 cubic yards.

17. On this length the grading may be considered done except about 1210 2,509 cubic yards to fill over arch culvert. Station 1,145, only four cubic yards second-class masonry are required.

18. The grading on this division of contract consists in widening and dressing cut at 1,167, and embankment at 1,194. There is about 3,000 cubic yards of earth; 35 cubic yards second-class masonry are required for culverts a large part of the material is ready on the ground.

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19. Jacquet River. The quantity of earth remaining in cut at west side of Jacquet River is 10,300 cubic yards; in cut at east side 13,300 cubic yards, and in cut at 1252 + 80 to 1260 + 75, gullet, 3,912 cubic yards; in all, 27,314. The embankment at bridge requires 25,272 cubic yards, 1220 and a small one at 1250, 419 cubic yards, making a total of 25,721 cubic yards required and 4,593 to spare. This overplus if not wasted, might be used on embankments towards easterly end of contract, where some 20,000 cubic yards are required. It is probable the slopes of cuts at this river, also, will require to be eased and good drainage secured. The foundation for west abutment is not yet commenced. The masonry on west pier has to be raised about 3.37 feet to top of girder beds, and east pier 5.35 to same level. The foundation for east abutment is nearly out and is expected to be ready for masonry in a few days; all the foundations are in solid stiff clay and gravel. The masonry given for this structure in bill of works, is 1230 1,513 cubic yards. Estimated quantity in piers, assuming levels of foundations in bill of works, 493 cubic yards. Masonry to be done, 1,015 cubic yards. There is no masonry done on contract east of this river. For the completion of this bridge during the present season good preparation is made. There is a quantity of rough and dressed stone on the ground, together with all the other appliances of plant and labour necessary to push it on with energy and despatch. The crib work necessary to complete the walls on both sides of the embankments to the abutments I estimate at 2,577 cubic yards, but as a large supply of material for the work is on hand it is not so formidable as it would appear. I have put down 1240 for rip-rap 250 cubic yards; in all probability it will be demanded by the Engineer to protect the slopes from ends of crib work to the cuts at each side; but, as I have already remarked, the quantity of this and similar work will depend on the decision of the Engineer. The foregoing refers chiefly to grading, masonry, crib-work and rip-rap. I shall now refer briefly to the other varieties of work to be done, as well as to the contract generally.

The clearing of the whole contract is well executed, except perhaps a mile or so at either side towards the west end, which can be easily cleared up.

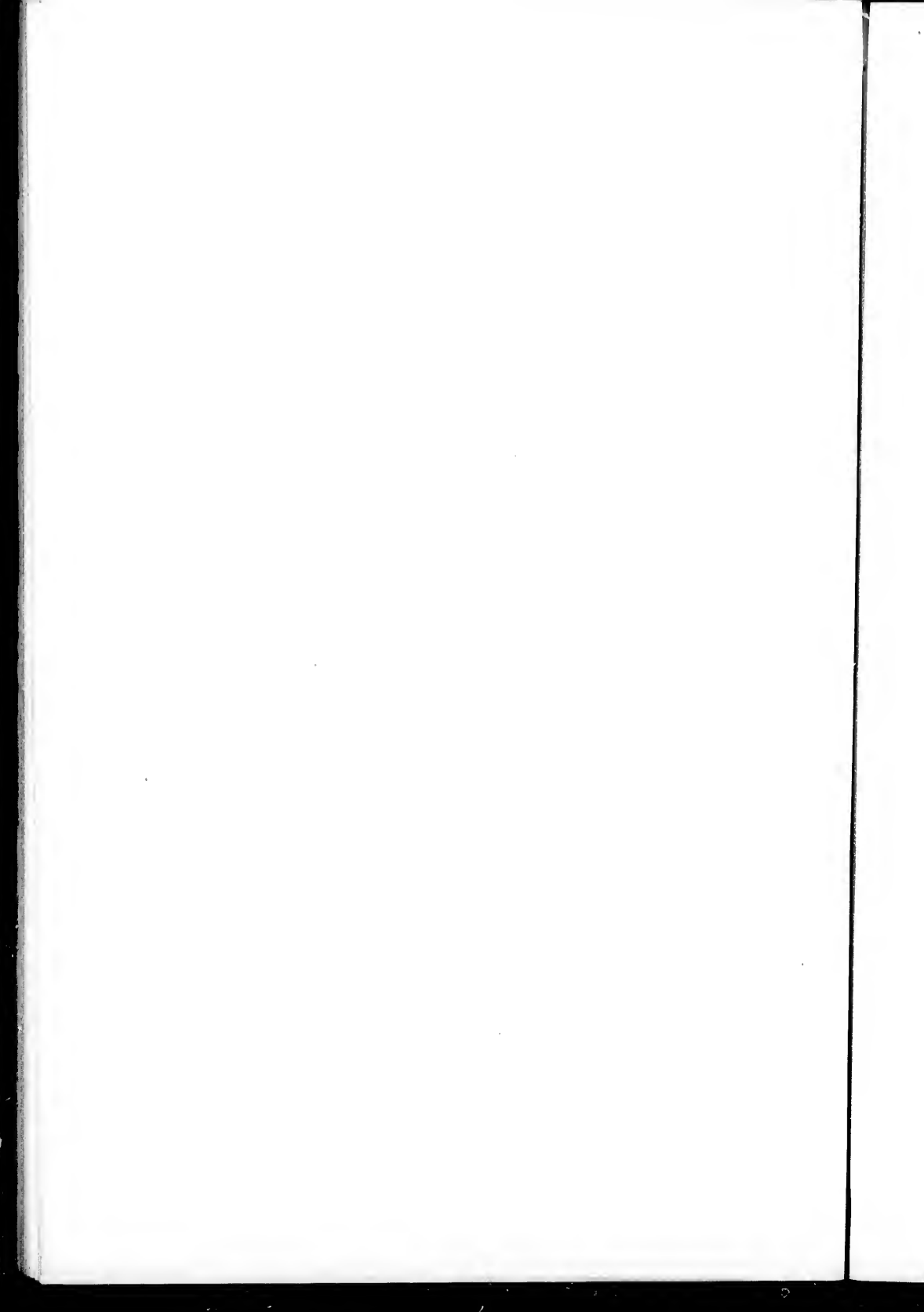
1250 The rock cuts are all out, and only the few yards (30) for side ditching, as per statement, are required.

The quantities put in for ditches, off-takes, catch-water drains, &c., I have thought proper to include as necessary, and I have no doubt will ultimately be called for, and found perhaps within the mark, for upon an efficient and thorough system of drainage depends almost solely the stability and permanency of the road bed.

The quantity put in for paving to be done is 308 cubic yards. I believe it will be found sufficient.

1260 The superstructures, including two overhead bridges at 481 and 1,205 + 50, are thirteen in number. The masonry for the overhead bridges is included in quantity of masonry to be done.

Seventeen pairs of cattle guards have yet to be put in, but for these, and all timber work, there is, I believe, an adequate supply delivered on the contract.



More than half the fencing is done, and for the balance a considerable quantity of material is distributed along the contract where required. The fencing is of heavy, whole timber, well put together, and in every respect superior to any railway fence I have seen in the country.

As regards the items headed "Bridges and Boxes," there are more
 1270 public road and farm crossings, for which these are intended, now built and, in progress than are specified in the bill of works. How many more the Engineers may ask for it is impossible for me to say. While on this subject, I may observe that a very absurd and costly practice is pursued of covering the timber flooring of these bridges with a foot or more of earth. Where traffic to any extent is carried on, such covering might be found useful, but on roads seldom travelled over, even by man, it is not only useless, but serves positively to weigh down and rot the structure. In size, material, workmanship and cost, I consider the bridges and approaches to farm crossings extravagantly disproportioned to the requirements.

1280 The cuttings and embankments supposed to be finished are generally close to grade, and will require little, if any, trimming to protect them. At Jacquet River the embankment is at some points as much as two feet above grade, when made a year ago. Making due allowance for shrinkage, &c., I consider this more than necessary, and I would suggest that the remaining portions of the embankment be carried out say one foot higher than grade and full width.

The grade widths of the embankments generally exceed the specified width of 18 feet, and in many cases measure 19 and up to 20 feet and over.

1290 All the banks are well and solidly made, and the slopes properly formed. The same may be said of the cuttings and ditches, upon the latter of which especially, too much labour and cost has been required and bestowed, without contributing in proportion to the protection and durability of the railway.

The masonry, crib-work, rip-rap, and all the other works on the contract, that have come under my notice, are well executed.

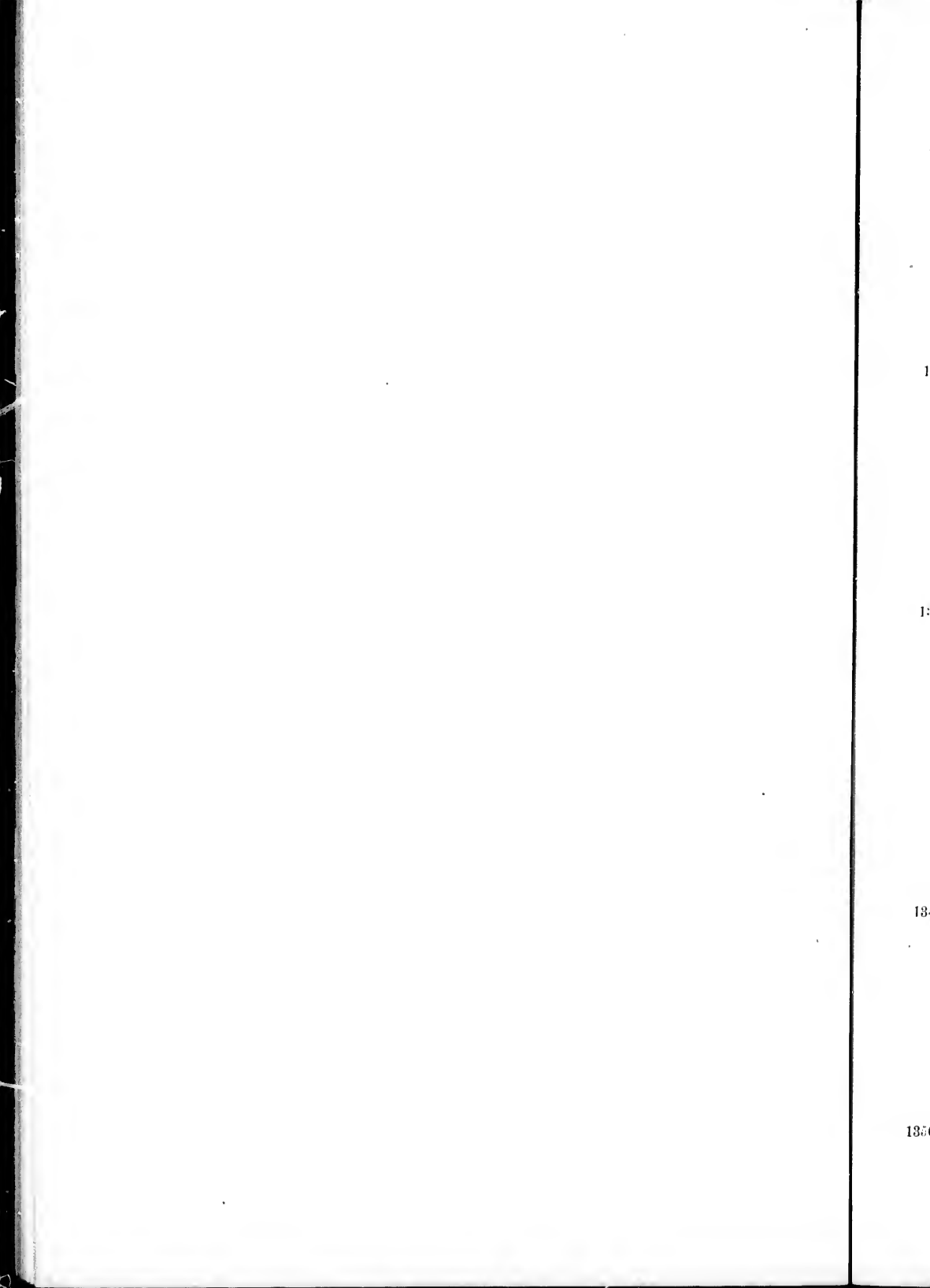
Taking the quantities in bill of works to be done as per memorandum enclosed, and assuming the prices I have put on the various descriptions of work as near the value, the percentage of work to be done will be found
 1300 34.47 or 65.53 per cent. done. As this, however, only represents the actual work performed, and does not take into account the vast amount of material plant, &c., on the contract for the balance, it is considerably below the percentage value of the whole, which might, I am satisfied, be put at 73 to 75 per cent.

Hoping this report may prove satisfactory, and holding myself ready at any time to give you all the information I possess on the subject,

I have the honour to remain, Gentlemen,

Your obedient servant,

(Signed,) JAMES W. FITZGERALD, C.E.



1310 Abstract memo. of quantities to complete work on Contract No 6 Inter colonial Railway, with assumed prices and estimate of probable cost.

	Grading Earth, cub. yards	142,785 @	0 25c	\$ 35,696
	Ditches, off-takes, and Catch-water drains.....	6,908 "	0 25	1,727
	Ditching Rock, cub. yards	30 "	\$ 2 00	60
	Masonry, 1st class " "	3,973 "	15 00	59,595
	Masonry, 2nd " " "	1,526 "	10 00	15,260
	Paving " " "	308 "	6 00	1,848
1320	Fencing, Lin Ft.....	108,957 "	0 15	16,343
	Pairs of cattle guards, per pair.	17 "	50 00	850
	Signs for Public Road Crossings, each.	27 "	15 00	405
	Rip-rap, cub. yards.....	2,301 "	4 60	5,204
	Crib-work " "	3,202 "	6 00	19,212
	Superstructure culvert, each.....	11 "	10 00	110
	Overhead bridges.....	2 "	4 00	800
	Pairs gates Farm Crossings.....	43 "	10 00	430
	Value of work to be done at assumed prices.....			<u>\$157,540</u>
	Equal to 34.47 per cent of contracts to be done.			
	And 65.53 " " " done.			

1330 If from the above value of work to be done, however, the value of all kinds of materials ready to complete the contract be taken, a more correct idea of the absolute outlay now required may be arrived at.

Putting the plant and all materials ready for the balance of the contract at 10 per cent, and deducting amount from above, the net value of work to be done will be \$111,846 or 24.47 per cent of contract sum. This will shew 75.53 per cent of whole contract as actually accounted for in work and material.

(Signed.) JAMES FITZGERALD.

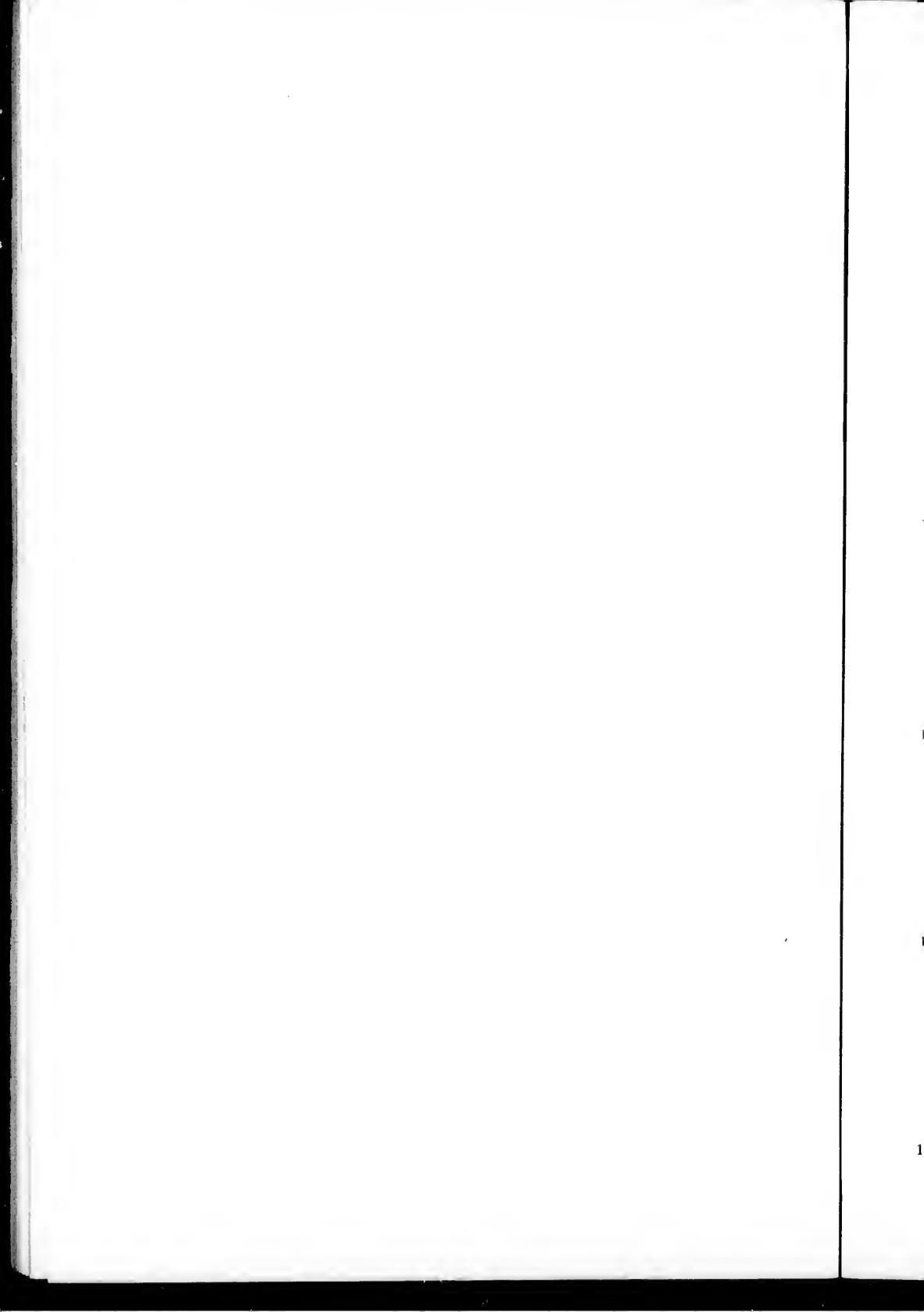
Exhibit J.

1340 L. G. BELLS REPORT ON SECTIONS 6 & 9.

DALHOUSIE, 29th August, 1872.

RALPH JONES, Esq.,

DEAR SIR.—In obedience to orders which I have received, I beg leave to submit to the Commissioners the following report on the work remaining to be done on Contracts 6 and 9. This report is somewhat later than could have been desired, chiefly because of the late date at which the statements of the Contractors came in my hands. I received the statement of Contract No. 9 on the 13th inst., and that for Contract No. 6 only on the evening of the 23rd inst. I have gone, with the Engineers in charge of those sections, into close and careful examination of the various quantities, and I submit the accompanying statements, fully believing that they represent as nearly as possible the true state of the works.



Contract No. 6.

The statement of the contractors was made out to the 15th July, and the measurements of the Engineer in charge of work done up to the 31st July were modified for the purpose of making a comparison. In the following explanation it is these modified measurements that are alluded to, though in the tabular statement, the quantities are given for up to the 31st July.

The Engineer who has measured the works on behalf of the contractors 1360 states that there is no clearing to be done. Mr. Lawson, the Engineer-in-charge, gives 28½ acres; because, although to a person going along the works it would appear that all the line is cleared, it is not in all places cleared to the full width prescribed, namely, 132 feet. In many places the clearing has to be made 10 feet wider, to give room for the fences; besides, a good deal of cut timber has to be piled and burned, a tedious and expensive work. But as some of the bush included within the limit of the 132 feet is of light growth, I would reduce Mr. Lawson's quantity of the clearing required to be done by about 10 acres, leaving the quantity which I have retained in my statement.

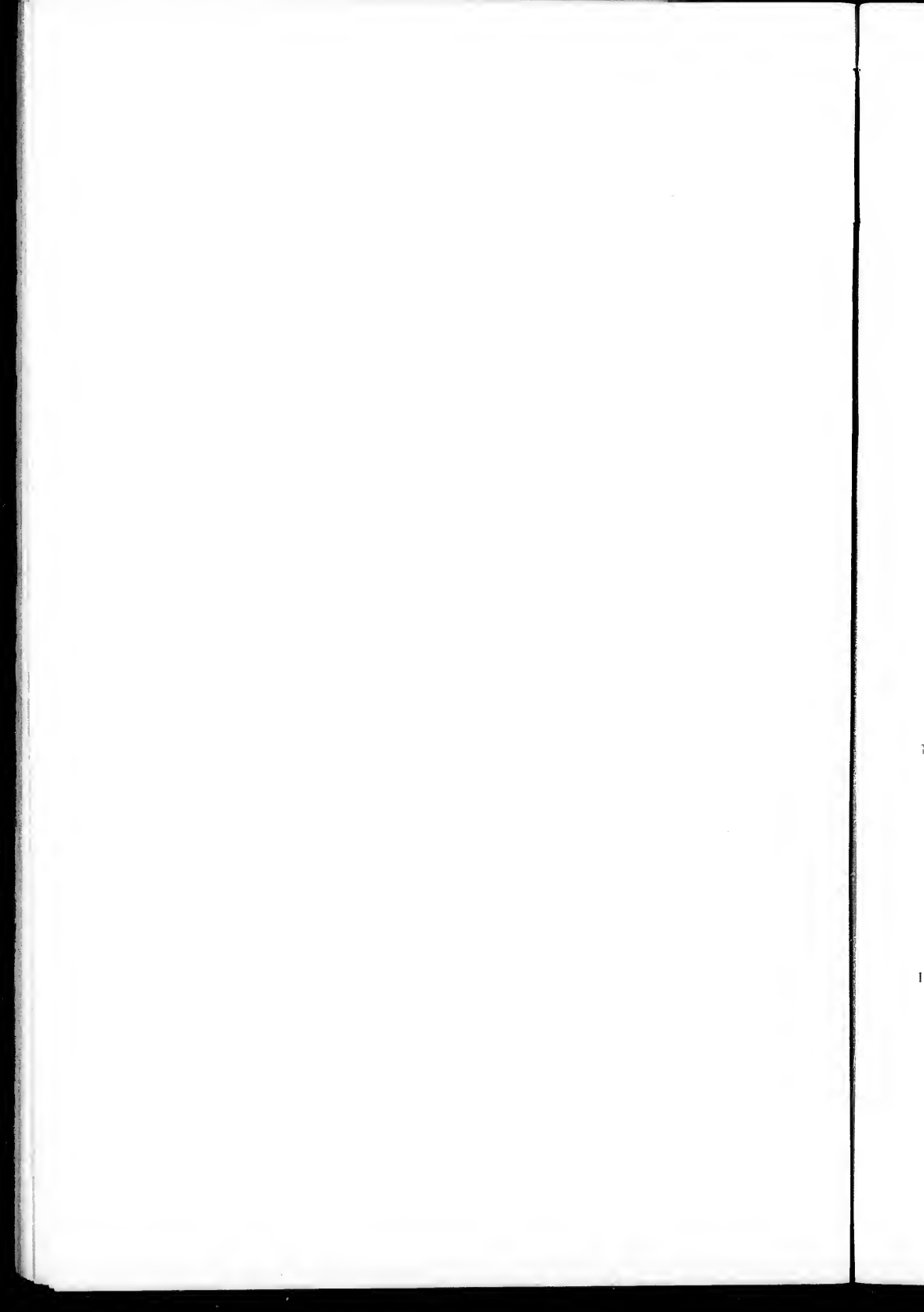
1370 In the item of fencing, I have retained Mr. Lawson's quantity, the difference (1,667 feet) between that and the contractors being of little amount.

Mr. Lawson's quantity of 382 cubic yards of rock is correct: 145 cubic yards were cut in the month of July; the remainder lies in the several items of side drains of the road-bed, outlets of culverts, approaches to level crossings, and foundations of bridges.

The total quantity of earthwork remaining to be done, according to the contractor's statement both in cuttings of the line and in drains, is 149,693 cubic yards; that now submitted by the Engineers is 227,560. Of this, 1380 175,944 cubic yards are in the line cuttings alone. I have looked very closely into these quantities, particularly at the points where the greatest difference exists, but have failed in bringing the totals nearer than the above figures indicate.

In the first item of the details, the contractor's statement gives 3,234 cubic yards. The work is not yet finished, though, as I am informed more than 3,600 days' work for one man have been spent within the limit of this item. At another point, 716 to 779, the contractor's statement gives 130 cubic yards. Within this limit there is a large cutting in gravel; the sides were left nearly plumb, the gravel being considered good for ballast. The 1390 weather has brought down a great deal of the sides, and the surface earth has mixed with the gravel, thereby considerably injuring it for the purpose of ballast, so that it ought all to be taken out to the extent of 1,500 cubic yards; and I have retained this quantity, together with 500 yards for trimming the embankments within the limits and sloping some clay in the cuttings, believing this to be proper.

Between 843 and 848 a large percentage has been retained to cover the sinking of a heavy embankment in soft peat. This, most likely, to a great extent accounts for the difference (about 3,000 yards) between the two statements, between 895 and 942, and again between 1,194 and 1,300, 1400 where there are differences between the two statements, amounting to about 15,000 cubic yards. I have checked, as far as I was able Mr. Lawson's



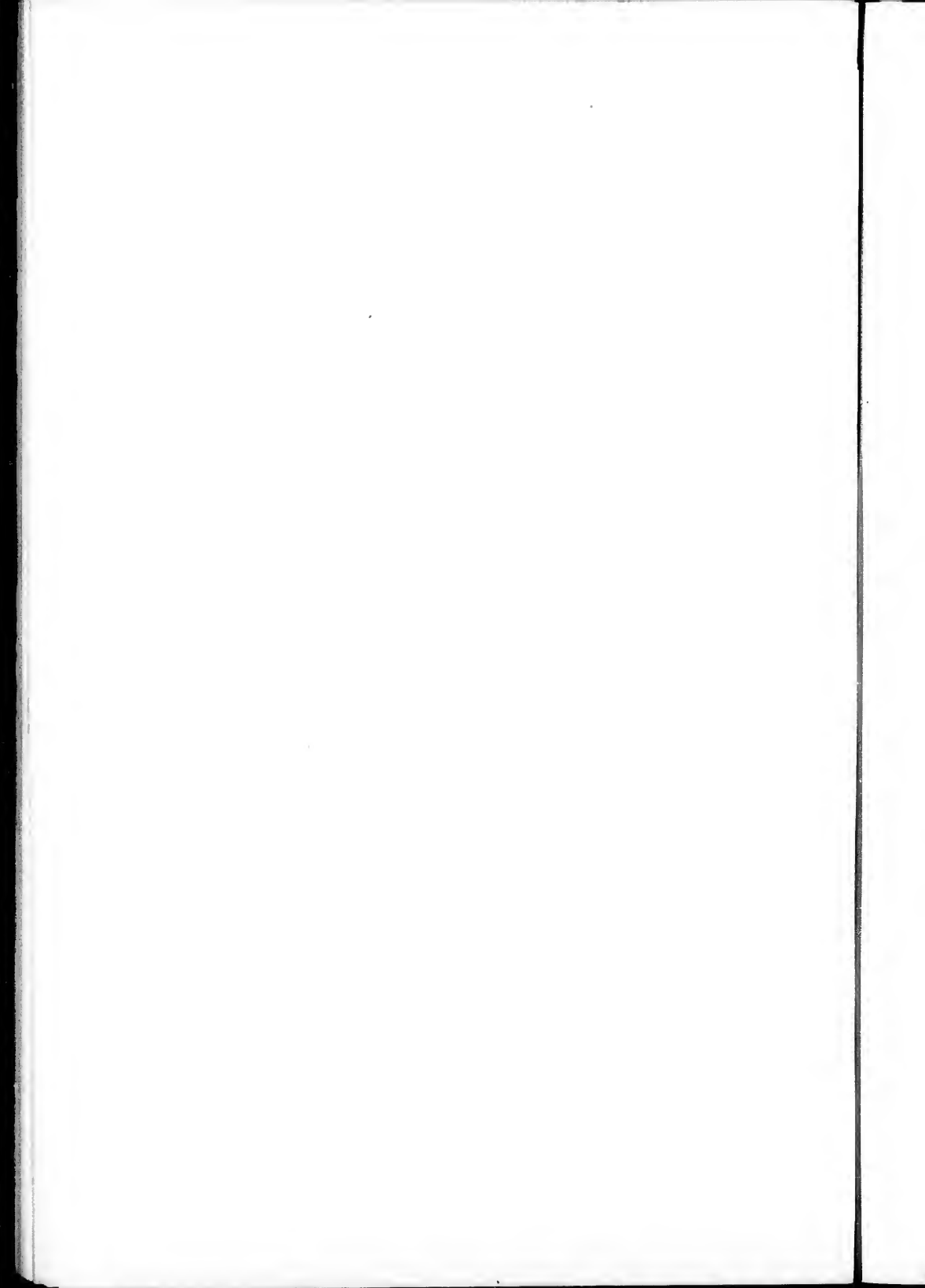
quantities, and I believe them correct. The contractor's statement does not show anything for approaches to level crossings, at least not under a special heading. There are 32 of these approaches to be made; some of them are very large, and the quantities for all were calculated for their particular locations. One approach, however, for which 5,000 cubic yards are allowed, may be the subject of dispute. It is to be near Nash's Creek at 1,963, and there is stuff to spare in the cutting at 1,935; but the expense of hauling the stuff is great enough to warrant considering the approach 1410 as to be made up of stuff on its site. An item of 6,000 cubic yards for excavation of foundations is not determined on actual measurement, but is based on the average for the other foundations on the contract, and is as nearly correct as it is possible at present to make it. The remainder of the earth work is taken up with drainage works, and all the quantity reserved, if not more, will most likely be required. The Engineer-in-Chief requires the road and road-bed to be thoroughly drained, and some of the cuttings are very wet and have a tendency to slip. But still, on the whole, contract quantity there will be a reduction from former estimates of about 31,000 cubic yards, partly from the percentage hitherto allowed for shrinkage of 1420 embankments turning out in some cases to better advantage than what was anticipated, and partly by allowing in some cases longer hauls than what were formerly calculated on.

The item "under-drains" is not mentioned in the contractor's statement. The Engineer in chief considers these works to be of very great importance, my calculations would make the quantity considerably more than that in the last revised schedule, but for the present I shall adhere to this last mentioned quantity, deducting the quantity already done. The Riprap, I have carefully calculated in every place where it will be required, and though there is considerable reduction in the total quantity from the original esti- 1430 mate, the quantity herewith given is much beyond that of the contractor's statement, but it will all certainly be required.

In the items of masonry there is a total difference of 615 cubic yards between the two statements. This must be owing in a great degree to the depth of foundations assumed. There are still six foundations of large structures to be put in, and a slight difference of opinion about what might be necessary, would cause a considerable difference in the quantities. In these items a considerable saving has been effected in the structures by changes in dimensions, character of work and number.

A great amount of heavy paving will be necessary at several of the 1440 structures to retain clay slopes, where the masonry is of the smallest dimensions. Recent careful calculations go to show that the quantity reserved is scarcely sufficient.

An item "foundations" does not appear in the contractor's statement. For this the Engineers have reserved \$8,100 for the six large foundations yet to be put in. The item is to meet the cost of cofferdams and pumping. The sum retained is not excessive, as it is in proportion to the amount of the whole item, and the money hitherto paid has been estimated by observation of the work in progress to have been less than the expenses incurred.



1450 The item, " Bridge superstructure " does not appear in the Contractor's statement. It is for the Howe trusses, now discarded. The amount retained, \$42,000, ought to be \$44,000.

In road crossings and diversions the difference between the two statements is very little.

In the item for superstructure of beam culverts and overhead bridges, there is no difference between the statements.

The item " crib-wharfing " in the Contractor's statement is very much too low. This I have calculated anew, and I make the quantity to be done slightly in excess of that retained by Mr. Lawson.

1460 The Engineer-in-Chief reserves an item for omissions and contingencies; which, if no special work arises on which to pay it out is paid out in percentages of itself as the various works proceed. This item does not appear in the contractor's statement.

I believe the measurements of works done, made by the Engineers-in-charge, to be as correct as possible; but the various reductions in the gross amount of work make a corresponding reduction in the work remaining to be done, as set forth by the Engineers' certificates, and I consider the contractors are entitled to be paid now for this reduction as if it were work done, by a certain percentage of itself about equal to that paid on the general
1470 works at the end of July last, which was \$47,391; but this percentage would be somewhat increased by the addition of the value of the reduction estimated as work done. The value of the several reductions by the schedule of prices established by the Engineer-in-Chief is \$17,969, 59 per cent of which is \$8,980; to which add for 10 acres of clearing, mentioned above, \$140, and the sum of \$9,120 is that to which I consider the Contractors are entitled in addition to that of the July certificate.

Contract No. 3.

The statement both of Engineers and Contractors are for the work as it was on 1st July 1872

1480 The Contractors' Statement gives 30.80 acres of clearing as remaining to be done against 50 acres reserved by the Engineers. All the cutting is done and the amount reserved is for piling and burning, but the value of the difference is not of much amount.

In " Fencing " the Engineers for the Contractors measured all the fences that had been erected, but some were only for temporary use, and a large quantity had been condemned by the Engineer in Chief. In this case I take the statement of the Engineer in charge as correct:

In " Excavation " I have gone closely into the quantities with Mr O'Dell without being able to make any serious change in the quantities of
1490 work done as set forth in the certificate for 30th June, except in one case where about 5,000 cubic yards may be added to the quantity of earth. In many places the Contractors' statement shows more work to be done than that of the Engineers, and in those cases I adopt the less quantities. In several places the amount of total excavation in the contract has been lessened, partly by a recent change of grade and partly by the amount reserved for shrinkage of embankments proving more than necessary, still in the cutting on the line the Contractors' statement shows 10,888 cubic yards of work and

1

12

15

113,590 cubic yards of clay against the Engineers 11,257 of work and 120,971 of clay. But in the other earthworks, in drainage and approaches to level 1500 crossings the Contractors' statement gives very much too little as that required. There is yet comparatively very little done on these works. As I have before stated the Engineer in Chief lays great stress on the thorough drainage of the road-bed, and as a great deal of Contract No. 9 runs through flat undrained land the drainage works will be necessarily very much heavier than the Engineer who measured the works on behalf of the Contractors seems to have calculated on. The Contractors' statement shows only 3,300 cubic yards for drainage yet to be done, the quantity reserved by the Engineers, 34,000 cubic yards, will be fully required to carry out the views of the Engineer in Chief. In the item of approaches to level crossings, the 1510 Contractors' statement shows only 5,598 cubic yards to be done. This is quite inadequate, very little (3,600 cubic yards) being yet done out of a total of 15,000 cubic yards.

On the whole excavations, however, I have reduced the total quantities by about 4,000 cubic yards of work and 3,000 cubic yards of clay partly by the changes and modifications above mentioned and partly by my calculations of what is required turning out a less quantity than that shown in former schedule.

The Contractors' statement does not mention "under-drains." The quantity in the schedule will be fully required. The 70 cubic yards of rip-rap given in the Contractors' statement is quite inadequate; several bridges 1520 require a considerable quantity and also the embankment in the mill dam at Armstrong's Brook, though it is possible this last may not require quite so much as is reserved for it as there are indications of the cutting, out of which the embankment is being made, turning out some work.

The concrete in the former schedule is not likely to be required and therefore a reduction from total quantities may be made in this item.

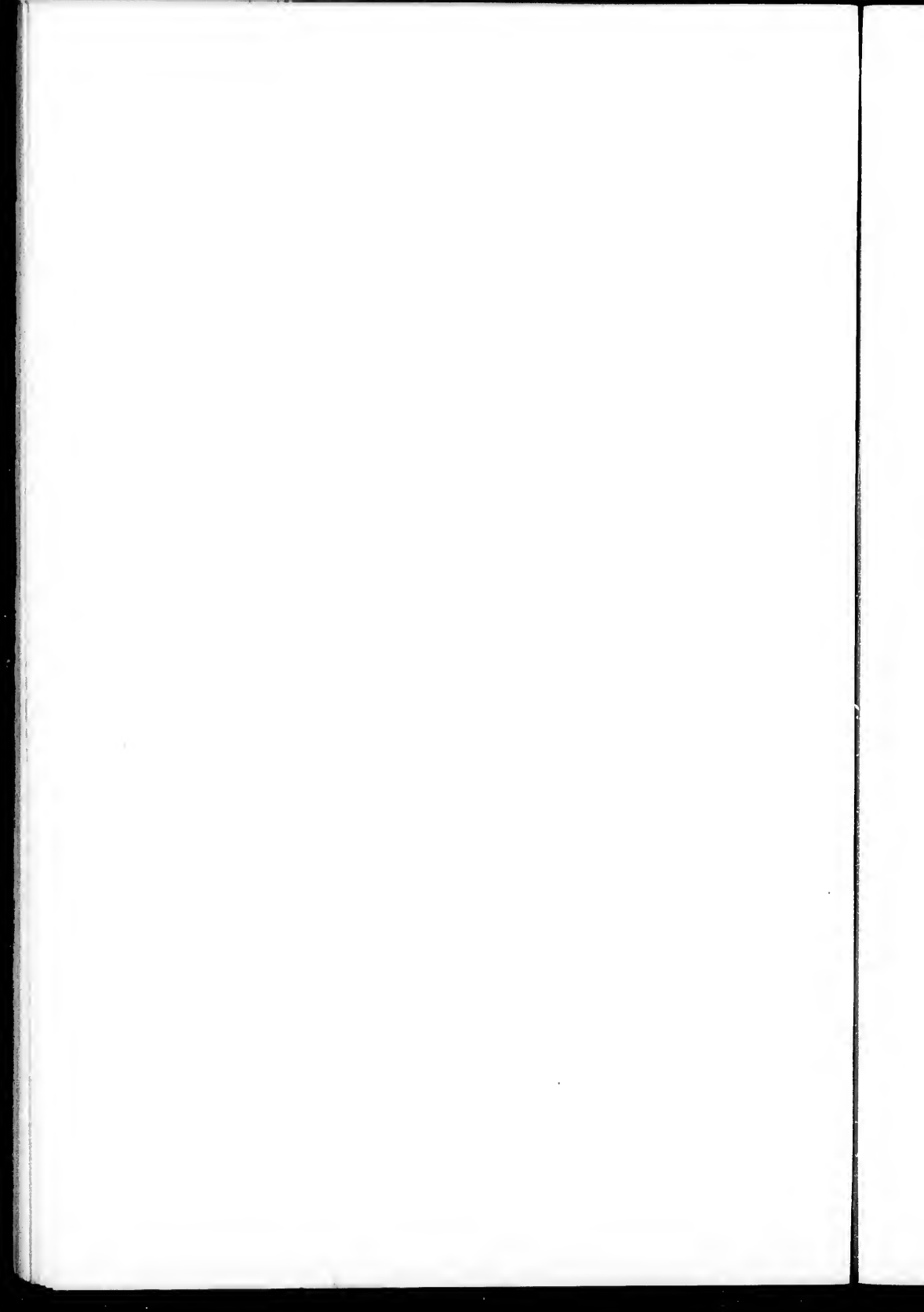
In masonry some changes have recently been made which warrant a permanent reduction of about 70 cubic yards, this will reduce the quantity reserved to somewhat less than that in the Contractors' statement.

1530 The paying according to former schedules is now reduced by 209 cubic yards on account of some culverts having been founded on solid rock, the quantity reserved now will all be required, one bridge now in building requiring alone 93 cubic yards and two others 50 cubic yards.

In the items "Foundations," "Bridge Superstructure" and "Road Crossings and Diversions," there is no material difference between the two statements. The only "special work" is the tunnel at Armstrong's Brook. The Contractors' statement makes no mention of this, but the Engineer in Chief on a recent inspection expressed his opinion that the tunnel would require to be lined with masonry. In this case, all the amount reserved is 1540 necessary.

I have the same remark to make in reference to the item of "Omissions" and "Contingencies" that I made when writing off number 6 (six).

Calculating the value of the reductions by the Schedule of prices established by the Engineer in Chief, the amount comes to \$11,234,—and the percentage of work done at 1st July was 61.02.—The percentage then



due on the \$11,234 would be say 63, equal to \$7,077, add value of earthwork omitted 1,250, and the sum \$8,327 is the amount to which the Contractors are entitled, in addition to the amount of the June certificate.

I have been directed to report also at this time on Contracts Nos. 3 and 1559 15, but your telegram of 17th May last and the fact that the Contractors were getting only Nos. 6 and 9 measured led me not to expect this until I received the order a few days ago. It is out of my power to make this report in due time to forward with that for Nos. 6 and 9. But I have arranged with the Engineers in charge of Nos. 3 and 15 to go minutely into their measurements for this month, so as to make the certificates for this month as nearly correct in all particulars as it is possible.

I remain,

Dear Sir,

Yours very truly,

LEONARD G. BELL.

1560

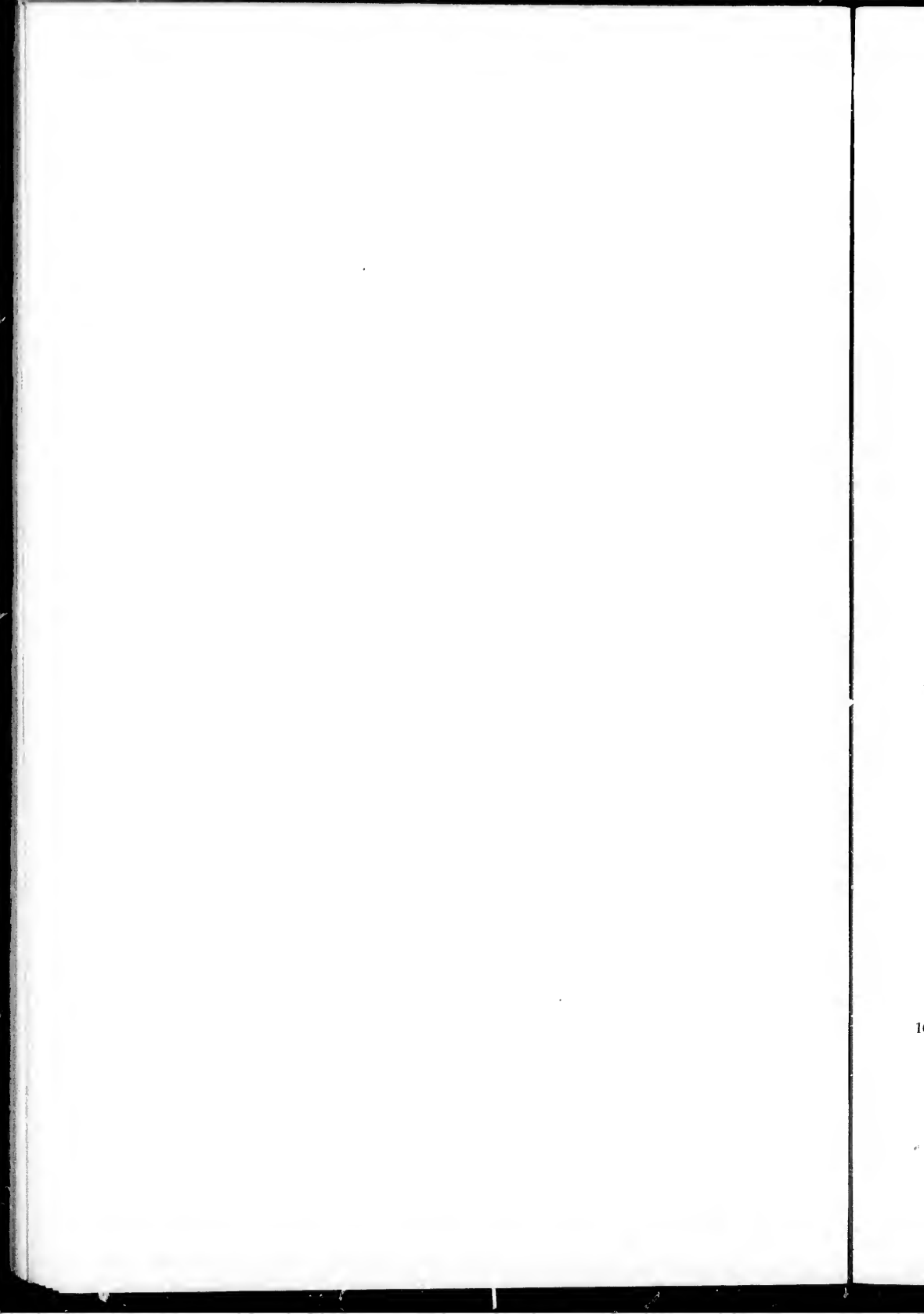
INTERCOLONIAL RAILWAY—CONTRACT No. 6.

STATE of Works on 31st July, 1872.

Description of Work.	Total Quantity in Contract.	Work done.	Work to be done.
Clearing, close-cutting and grubbing.....Acres	67	48	19
Fencing.....Lin. ft.	222,600	111,376	110,624
Rock cutting.....Cub. yds.	6,967	6,657	310
1570 Clay cutting.....do	580,634	366,264	214,370
Under drains.....Lin. ft.	19,400	575	18,825
Rip-rap.....Cub. yds.	5,554	854	4,700
Concrete.....do	900	608	292
First-class masonry.....do	7,767	3,743	4,024
Second-class masonry.....do	4,176	2,467	1,709
Paving.....do	1,150	336	814
Foundation work.....Dollars	29,000	20,909	8,100
Bridge superstructure.....do	42,000	.....	42,000
1580 Beam culvert superstructure and over-head bridges.....Dollars	2,000	.....	2,000
Road Crossings and diversions.....	85,610	2,615	2,995
Crib-work.....Cub. yds.	23,400	10,797	12,603
Materials delivered.....Dollars	.....	10,128	.....
Omissions and contingencies.....do	21,874	8,980	12,894
Totals.....	456,946	225,260	231,686

(Signed.)

LEONARD G. BELL.



INTERCOLONIAL RAILWAY—CONTRACT No. 9.

STATE OF WORKS ON 30th JUNE 1872.

1590	Description of work.	Total Quantity in Contract.	Work done.	Work to be done.
	Clearing, close-cutting and grubbing..... Acres	500	450	50
	Fencing..... Lin. ft.	225,000	15,000	210,000
	Rock cutting.....	65,974	52,225	13,749
	Clay cutting.....	431,766	264,662	167,104
	Under-rains.....	6,500		6,500
	Rip-rap.....	1,200		1,200
	Concrete.....			
1600	First class Masonry.....	2,613	2,140	473
	Second " ".....	4,517	3,191	1,326
	Paving.....	690	478	212
	Foundation works.....	500	450	50
	Bridge superstructure.....	4,320		4,320
	Beam culvert superstructure.....	681		681
	Road crossing and diversions.....	6,775	2,862	3,913
	Special works.....	12,000	4,625	7,375
	Materials delivered.....		2,850	
	Omissions and contingencies.....	16,026	12,359	3,667
		354,897	224,885	130,012

1610

(Signed)

LEONARD G. BELL.

DALHOUSIE, 31st August, 1872

RALPH JONES, Esq.,

DEAR SIR.—I find that in my hurry last night I have omitted the denomination of the several items of the work in my statement for Contract No. 9. I now supply this omission in the accompanying sheet.

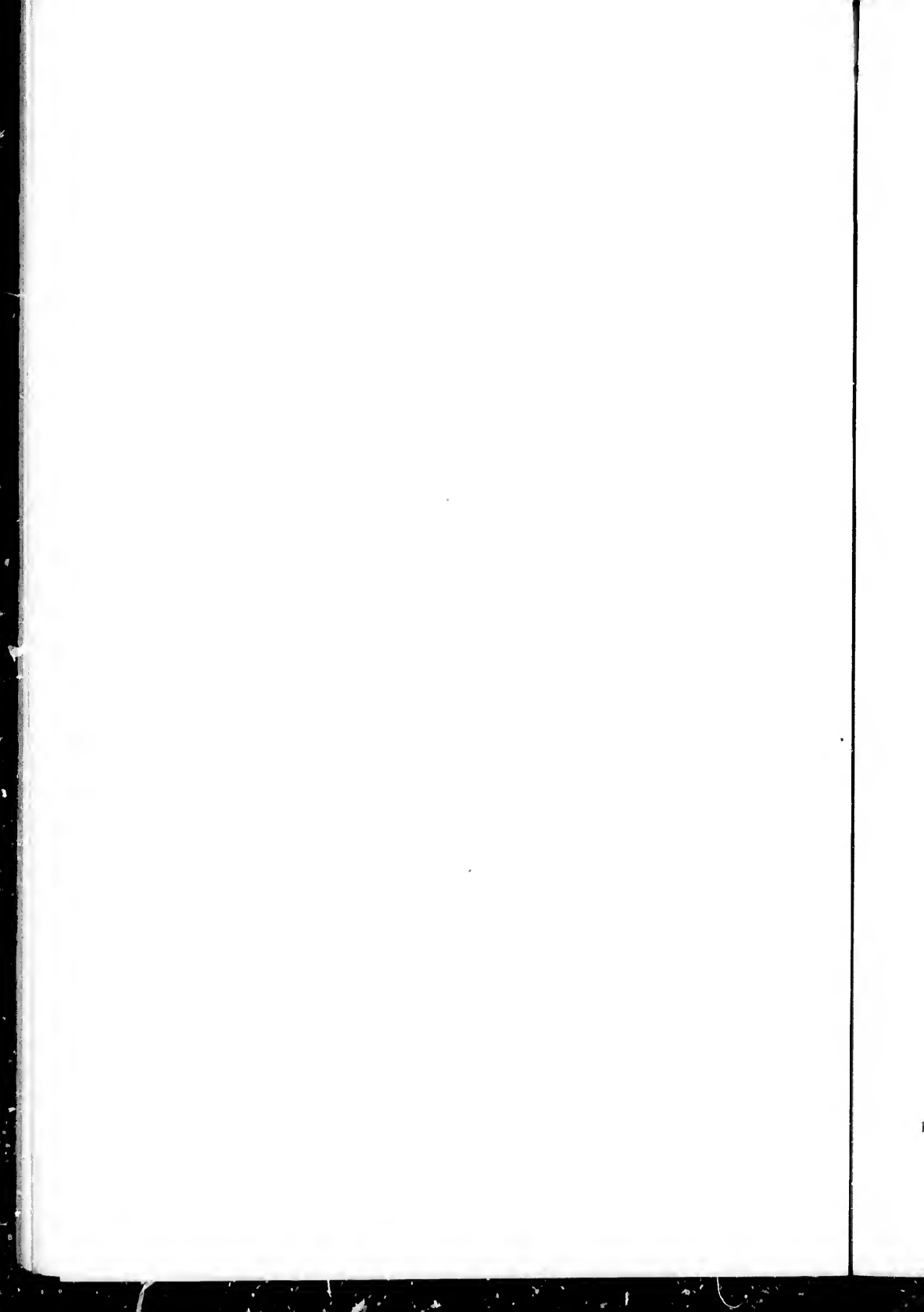
In page 10 of my report in the clause about "Foundations" "Bridge Superstructure" & C., I ought to have written "Beam culvert Superstructure." The "Bridge Superstructure" does not appear in the Contractors' statement, and the amount reserved by the Engineers is correct.

1620

I remain, Dear Sir,

Yours very truly,

LEONARD G. BELL.



INTERCOLONIAL RAILWAY—CONTRACT No. 9.

STATE OF WORKS ON 30TH JUNE, 1872.

Description of work.		Total quantity in contract.	Work done.	Work to be done.
	Clearing-close-cutting and grubbing.....Acres	500	450	50
1630	Fencing.....Lineal feet	225,000	15,000	210,000
	Rock Cutting.....Cub. Yds.	65,974	52,225	13,749
	Clay Cutting.....do	431,766	234,662	167,104
	Under-drains.....Lineal feet	6,500	.....	6,500
	Rip-Rap.....Cub. Yds.	1,200	.....	1,200
	Concrete.....do	.....	.....	.....
	First class Masonry.....do	2,613	2,140	473
	Second do.....do	4,517	3,191	1,326
	Paving.....do	690	478	212
	Foundation Works.....\$	500	450	50
1640	Bridge Superstructure.....\$	4,320	.....	4,320
	Beam Culvert Superstructure.....\$	681	.....	681
	Road crossings & diversions.....	6,775	2,862	3,913
	Special Work.....	12,000	4,625	7,375
	Materials delivered.....	.....	2,850	.....
	Omissions and Contingencies.....	16,026	12,359	3,667
		354,897	224,895	130,012

LEONARD G. BELL.

JL.

L. G. Bell's Report 3 and 15. With Mr. DuPlessis, memorandum shewing the position of Contracts for Sections 3, 6, 9 and 15 at 31st August, 1650 1872.

DALHOUSIE, 6th September, 1872.

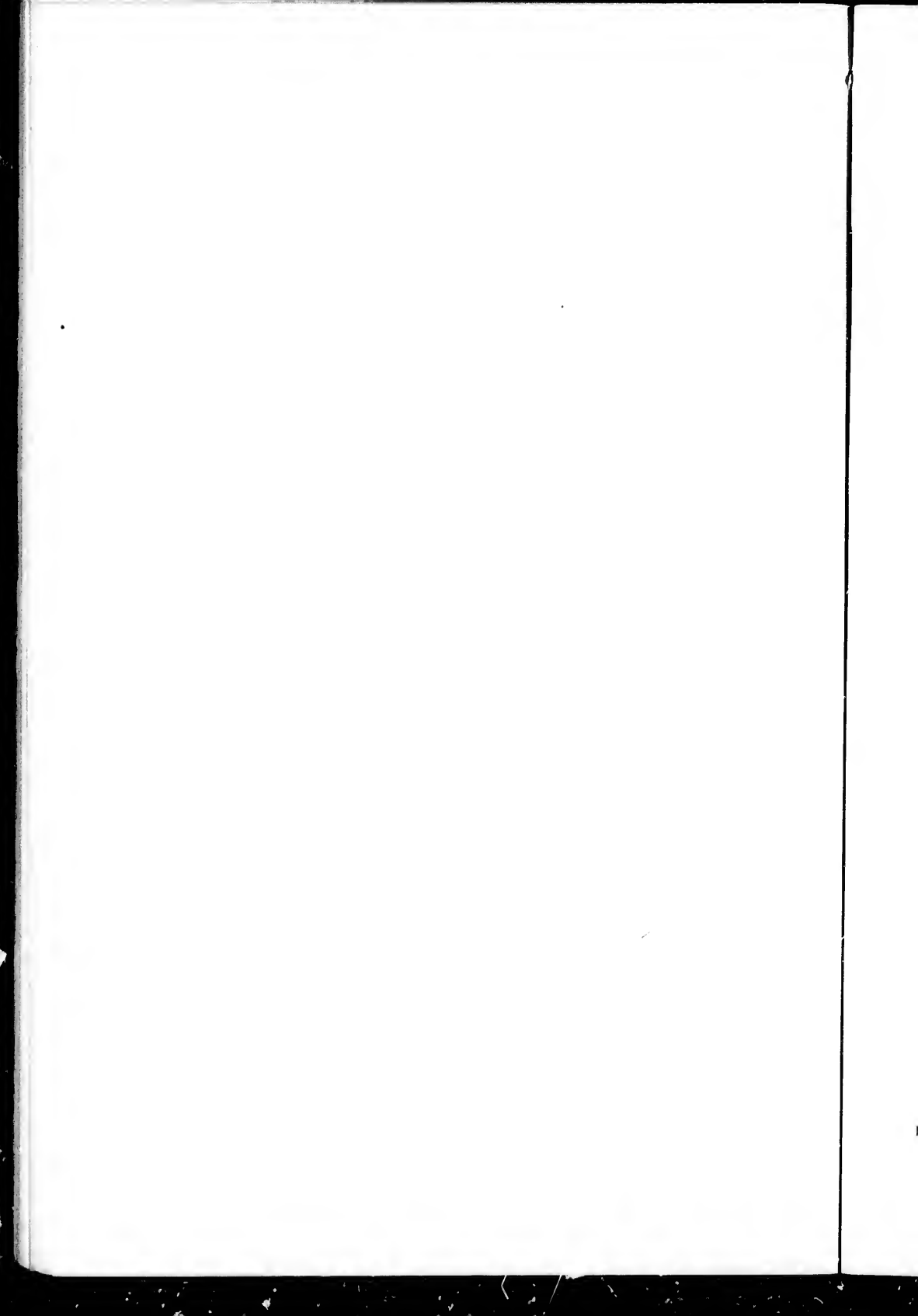
RALPH JONES, Esq.

DEAR SIR,—I beg leave to submit to the Commissioners the following report on the works on Contract No. 3 and 15 as they stood on 31st August last, particularly in reference to the amount of work remaining then to be done

Contract No. 3.

In the item "clearing" the Engineers reserve about fourteen acres, or about \$185, for clearing off and burning timber already cut. No timber remains to be cut.

1660 In "fencing" a larger quantity appears on the work as yet to be done than what the Engineer allowed for; but of that which appears as done two miles are rejected as contrary to specification, instructions and orders.



In "rock excavation" the old quantity is considerably reduced, chiefly because in some places the Contractors have been able to borrow clay for embankments where it was believed they would be obliged to borrow rock. Of the quantity represented as still remaining, much lies in the fine cuttings. Some must still be borrowed for embankments, and there is much remaining in side ditches and diversions of streams. Of the quantity still to be borrowed for embankments, considerable portion is so provided because the embankment in which it is to be placed is made chiefly of rock, and the slopes stand with a much steeper inclination than earth slopes. So that, if earth were borrowed, a much larger quantity would be required as its slopes would run out much farther.

In "earth excavation" the old quantity is considerably reduced, because many of the embankments, being made of rock, absorbed a less quantity of solid material than what had been calculated on.

But in one respect this reduction is only nominal: for in the embankment east of Morissy's Rock the contractors are working from borrowing pits close to the embankment, and spoiling the stuff in the adjacent line cutting from which it was calculated the embankment would be made. This borrowing has never been included in the total quantity of work in the contract, and is not included in the certificates of the Engineer; only the stuff taken out of the cutting and wasted is recognized.

In "under drains" and "rip-rap" no change has to be made.

In "concrete" the old quantity is reduced, because less than what was anticipated has been found requisite.

In "masonry" the old quantity has been considerably reduced, because in some cases it has not been necessary to set foundations so low as what had been expected and provided for; and in other cases culverts have been dispensed with when the Contractors could secure effective drainage by diversions. In many cases the style of masonry has been changed by the Engineer-in-Chief adopting a style of plan admitting the change. On the whole the first class masonry is very much reduced, while the second class masonry is somewhat increased.

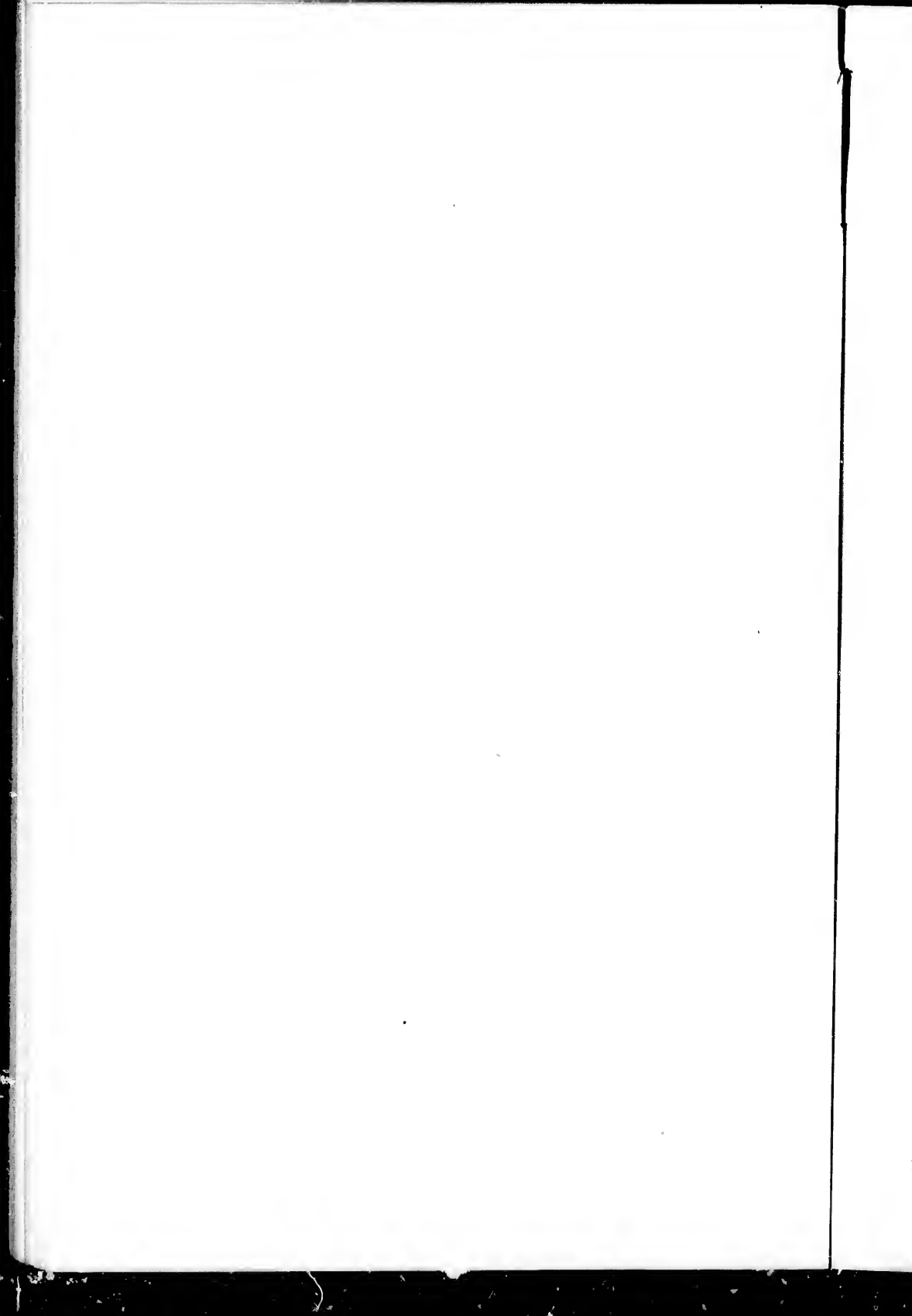
In the same way the iron pipes have been diminished in quantity.

The "bridge superstructure" is, of course, untouched. The amount reserved is correct.

Of the other items of work, only crib-wharfing needs notice, the rest being nearly all executed and the money allowed for them nearly all paid. Although, in the first printed schedule of works, crib-wharfing for the railway is not mentioned in the "special work," except for Mill creek, near Campbellton, it will be required in many places along the line where the foot of the slopes runs out into the sea. The quantity at first provided for Mill Creek was found, by measurement of cross sections, to be insufficient; the quantity now provided as well as that for slopes running down into the sea in other places, will all be required.

The amount reserved by the Engineer-in-Chief for omissions and contingencies is subject to the same rule as the similar amount on Contracts Nos. 6 and 9, already reported on.

No measurement of the works has been made by any one on behalf of the Contractors; but, in conjunction with Mr. MacLeod, the Engineer in charge, I have examined as minutely as possible the details of the chief



quantities, and I believe the accompanying schedule represents the state of the works as correctly as possible.

Contract No. 15.

There has not been any measurement made by any one on behalf of the Contractors of the works done or to be done on this contract, but Mr. Peterson, the Engineer in charge, was instructed in last May to make his measurements for the May to make his measurements for the May certificate with the greatest minuteness and accuracy, as it was then expected the Contractors were then to employ an Engineer of their own to measure the works on their behalf. Mr. Peterson did as instructed and he has since carried on his measurements with the same minuteness. I have carefully examined his notes and memorandum for the May certificate and I found the checking (by measurements on distinct bases) to be such as to nullify the possibility of any appreciable error in his statement of the work done up to the end of last May. And from my examination of his notes of the August measurement I have no doubt of the equal accuracy of this statement of the work done up to the end of August.

1720 On examination of the total quantities of work at first to be done as set forth in the last revised schedule, I do not find that any change can be made in the quantity of earthwork, the percentage allowed for shrinkage of embankments being found by tests applied, as far as they can be at present, not more than what will be necessary, and the amount for drainage &c. will I believe be all required.

But still the statements of work done do not I consider truly represent the work to be done, for the stuff between sections 469 and 495 is of a very unstable nature, and the embankment between 470 and 488 has slipped very much, is still slipping under recent work, and the contractors has, as
1740 I am informed, declined to make up this embankment to its full dimension until near the completion of this work. In the embankments between stations 590 and 600 an allowance of about 2000 cubic yards has been made for slipping, but from present evidence this quantity will be far from sufficient, also in the cutting from 198 to 209 the stuff that has been taken away is more or less gravel and sand, while that which remains is hard clay to a great extent.

In the item "Concrete" the old quantities may be reduced by 360 cubic yards, that have not been required. An allowance for this reduction has been made in the August certificate.

1750 In the item "Masonry" the old quantity must now be increased because a bridge at Station No. 225 that was included in the original contract was left out as unnecessary and is now I understand ordered to be built.

The change in the items "Concrete and Masonry" is so trifling that I do not think it necessary to make a revised schedule at present.

I annex schedule of the now revised total quantities in Contracts Nos. 3, 6 and 9, with prices adjusted I believe equitably, and I also annex schedules of the work done on these contracts up to 31st August 1872, valued at these adjusted prices. In these last schedules you will see that I have taken away from the item "Omissions" and "Contingencies" the
1760 allowance I had made in it for the reductions effected in these contracts, the

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allowance being now made in the increased prices of some of the works,— and its insertion in the Omission and Contingencies being only for temporary use.

I have mentioned under the head of Omissions and Contingencies the percentage of the work done that would be allowed in that item by the scale adopted by the Engineer in Chief. The difference between the amount of this percentage and that which I have adopted for the purpose of making the foot of the account agree with that of the certificates now gone up, is owing to the changing of the place of the allowance for 1770 reductions.

These schedules are submitted subject to the approval of the Engineer in Chief.

I remain, dear Sir,

Yours very truly,

LEONARD G. BELL.

INTERCOLONIAL RAILWAY

CONTRACT No. 3.

Revised quantities and prices, September 1871 :—

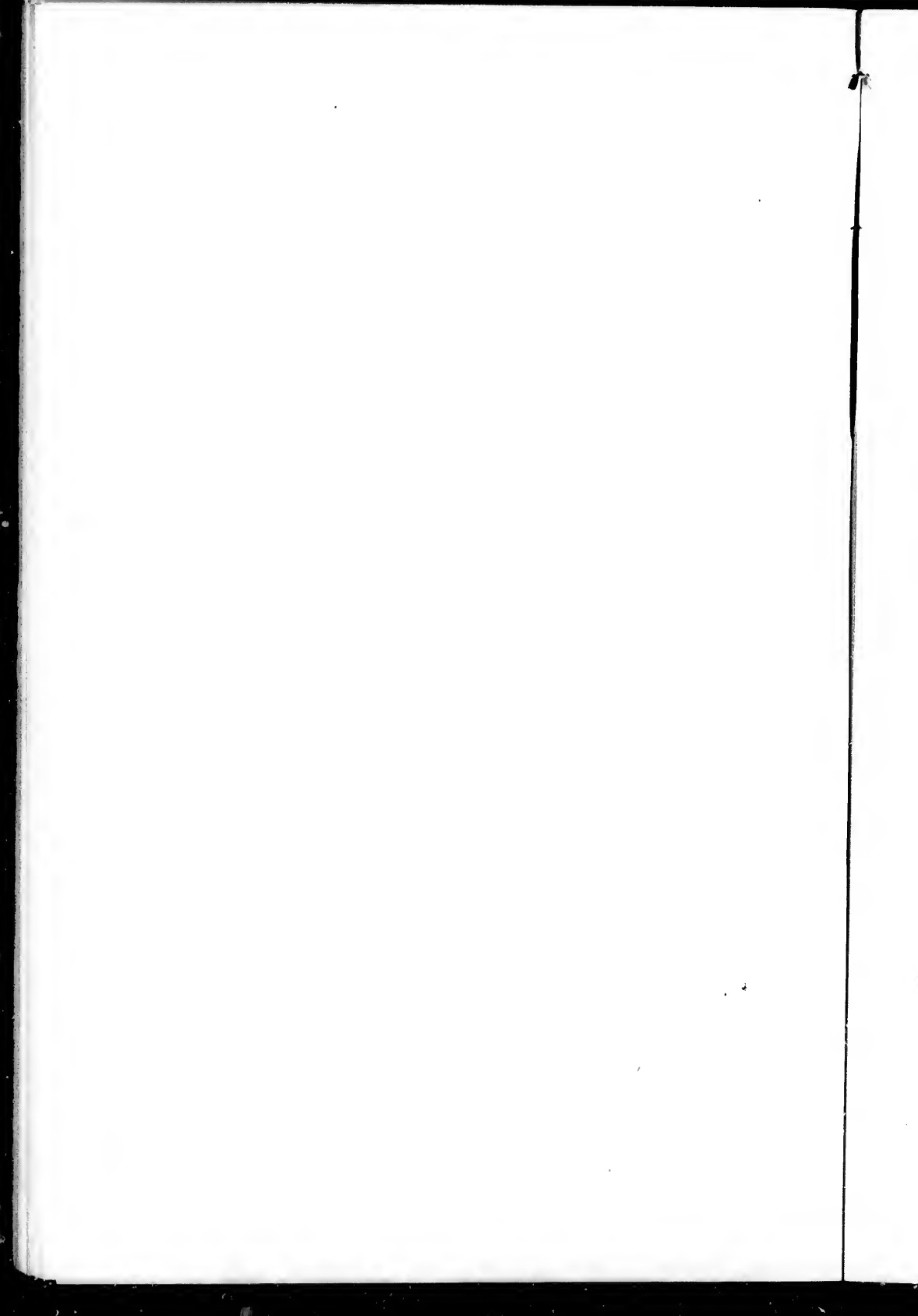
	Quantities	Description of Work	Rate.	Amount
1780	118½ acres	Clearing, close cutting and grubbing.	\$13 00	\$ 1,538 33
	243,000 lin. ft.	Fencing.....	0 05	12,150 00
	56,970 cub. yds.	Rock cutting.....	0 90	51,273 00
	590,100 do	Clay cutting.....	0 23	135,723 00
	19,000 lin. ft.	Under-drains	0 12	2,280 00
	3,400 cub. yds.	Rip-rap.....	2 00	6,800 00
	1,200 do	Concrete	5 00	6,000 00
	3,020 do	1st class Masonry.....	12 00	36,240 00
	8,500 do	2nd class do.....	9 50	80,750 00
	1,071 lin. ft.	Iron pipes laid in concrete.....	10 00	10,710 00
1790	1,310 cub. yds.	Paving.....	5 00	6,550 00

Foundations.

		Christopher's Brook.....	\$7,000 00	
		Mill Creek.....	8,000 00	
		Eel River.....	2,000 00	
		Bridge superstructure.....		17,000 00
		Beam culvert superstruc- ture		21,800 00
	161 lin. ft.	.....	3 00	483 00

Road Crossings and Diversions.

	23	No.	Public roads at \$130.....	\$2,990 00
1800	13	do	Farm do double, \$30..	390 00
	31	do	do do single, \$20..	620 00
				4,000 000



Special Works.

Morrissey's Road Diver-		
sion.....	\$5,500	00
Crib wharfing, 15,100 cub.		
yds. at \$2.....	30,200	00
Morrissey's tunnel, 166		
lin. ft. at \$60.....	9,960	00
		<u>45,660 00</u>

Omissions and Contingencies.

1810	5 percent. on \$138,937.33=\$21,947.86, say.....	23,486	67
	Contract sum.....	<u>\$462,444</u>	<u>00</u>

(Signed.) LEON G. BELL.

INTERCOLONIAL RAILWAY.

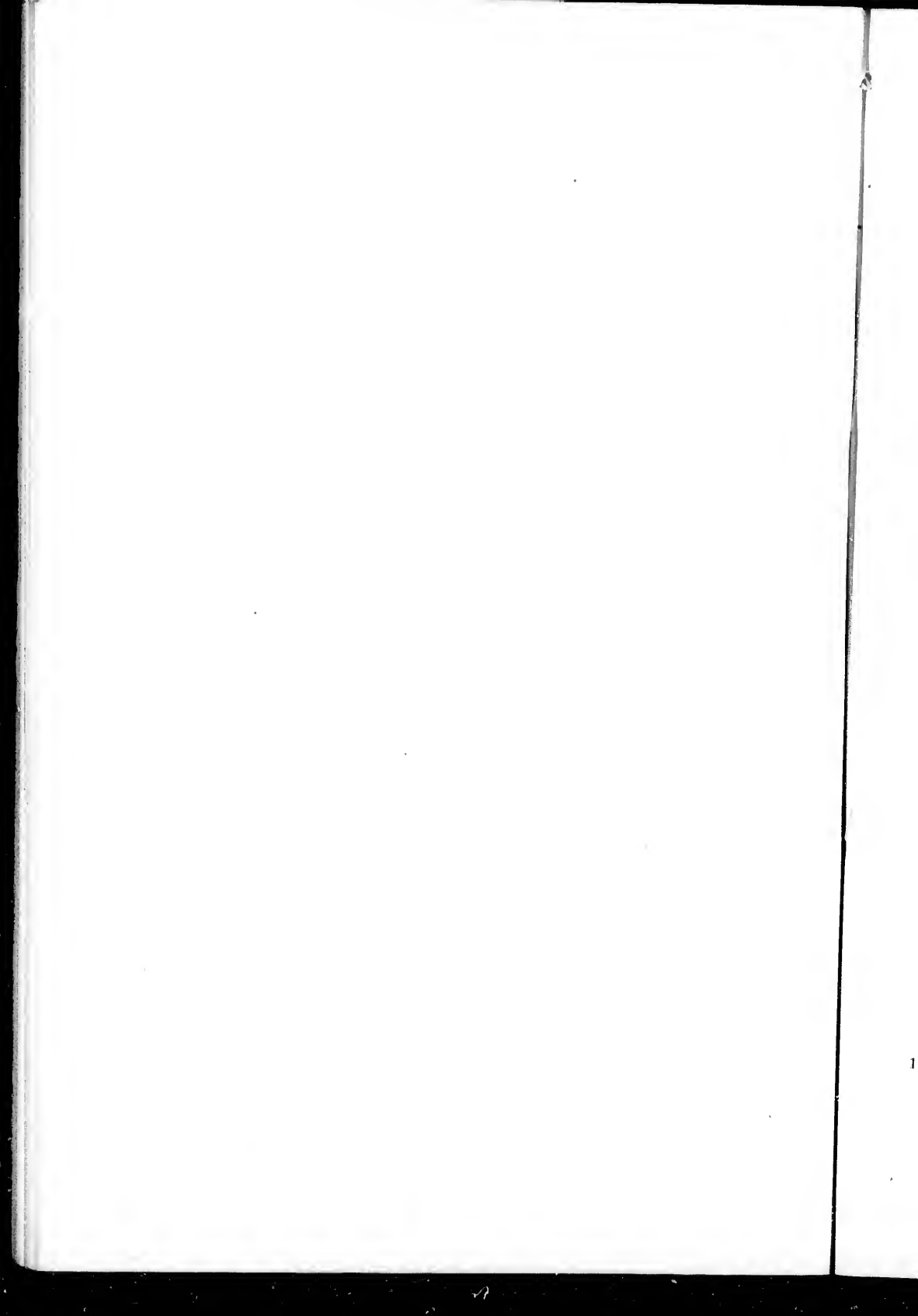
CONTRACT NO. 6.

Revised quantities and prices, September, 1872:—

Quantities.	Description of work.	Rate	Amount.
67 acres	Clearing, close cutting and grubbing	\$14 00	\$ 938 00
222,000 lin. ft.	Fencing.....	0 05	11,100 00
6,967 cub. yds.	Rock cutting.....	1 00	6,967 00
1820 580,634 "	Clay cutting.....	0 22	127,739 48
19,400 lin. ft.	Under-drains.....	0 12	2,328 00
5,554 cub. yds.	Rip-rap.....	2 50	13,885 00
900 "	Concrete.....	5 00	4,500 00
7,767 "	1st-class Masonry.....	12 50	97,087 50
4,176 "	2nd "	9 50	39,672 00
1,150 "	Paving.....	5 00	5,750 00

Foundations.

	North Branch Charlo	\$2,500	
	South	1,500	
	Louison River.....	5,000	
	Benjamin River.....	2,500	
	Nash's Creek.....	4,000	
	Lewison Brook.....	1,500	
	Quicquet River.....	12,000	
	Bridge Superstructure.....		29,000 00
	Overhead bridges 204 lin. ft. at \$8	1,632	42,000 00
2 No.	Beam culvert superstructure		
109 lin. ft.	at \$3.....	327	
			<u>say 2,000 00</u>



Road Crossings and Diversions

1810	30	No.	Public roads at \$130.....	3,900	
	17	do	Farm roads, double, at \$30.....	510	
	60	do	“ single, at 20.....	1,200	
					5,610 00

Special Works.

23,400 cubic yards Crib wharfing at \$2.....	46,800 00
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Omissions and Contingencies.

5 per cent. on \$435,376 98 = \$21,768 85, say.....	21,569 02
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Total Contract sum.....	\$456,946 00
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(Signed,) LEONARD G. BELL.

INTERCOLONIAL RAILWAY.

1850

CONTRACT No. 9.

Revised quantities and prices.—September, 1872:

Quantities.	Description of Work.	Rate.	Amount.
500 acres.	Clearing, close cutting and grubbing	\$16 00	\$8,000 00
225,000 lin. ft.	Fencing.....	0 07	15,750 00
65,974 cub. yds.	Rock cutting.....	1 00	65,974 00
377 794 do	Clay cutting.....	0 27	102,004 38
53,972 do	Rock borrowing and long hauls ...	0 45	24,287 40
6,500 lin. fl.	Under-drains.....	0 12	780 00
1,200 cub. yds.	Rip-Rap.....	3 00	3,600 00
1860 2,613 do	1st-class Masonry.....	14 00	36,582 00
4,517 do	2nd do do.....	11 50	51,945 50
690 do	Paving.....	6 00	4,140 00
	Foundations.....		500 00
	Bridge superstructure.....		4,320 00
227 lin. ft.	Beam culvert superstructure.....	3 00	681 00

Road Crossings and Diversions.

25	Public roads at \$130 =	\$3,250 00	
45	Double farm at 65	2,925 00	
12	Single do at 50 =	600 00	
			6,775 00

1870

Special Works.

186 lin. ft.	Tunnel at Armstrong's		
	Brook at \$30 =	\$5,580 00	
460 cub. vds.	Masonry in lining at \$14 =	6,460 00	
			Say 12,000 00

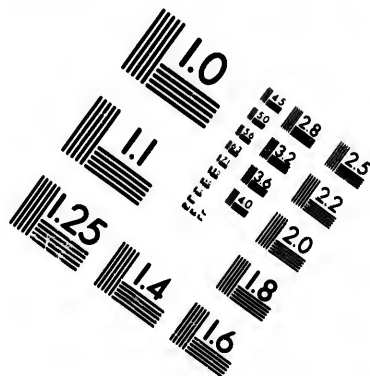
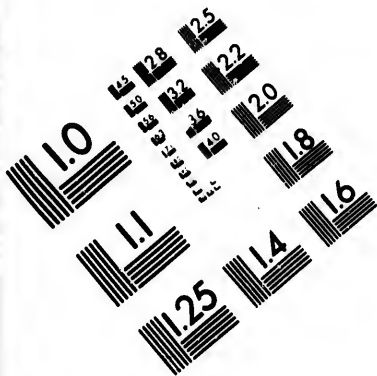
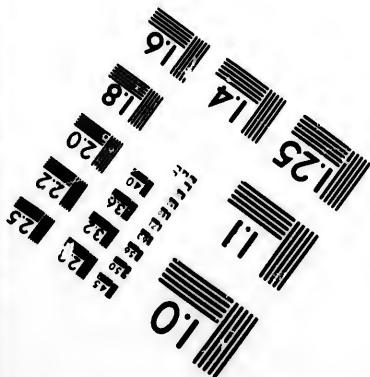
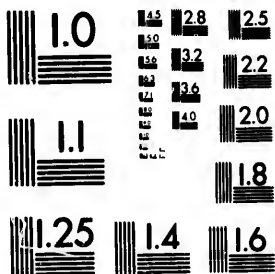


IMAGE EVALUATION
TEST TARGET (MT-3)



28

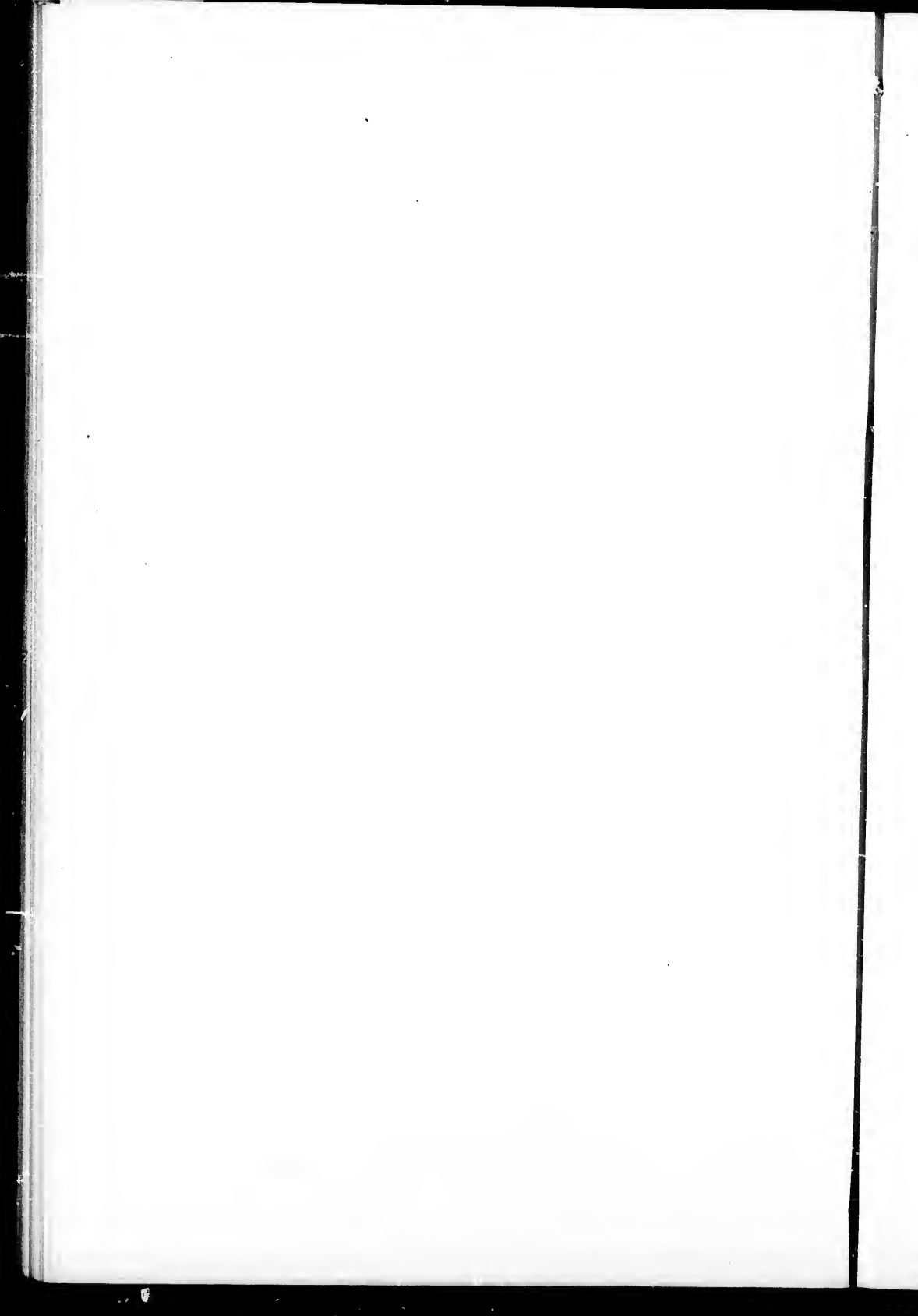
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22

20



01



Omissions and Contingencies.

5 per cent. on \$337,339.28 = \$16,866 96	
say	17,557 72
Total contract sum.....	<u>\$354,897 00</u>

(Signed), LEONARD G. BELL.

INTERCOLONIAL RAILWAY.

1880

CONTRACT NO. 3.

Progress estimate for 31st August, 1872 :—

Revised according to revised prices of September, 1872 :—

Quantities.	Description of Work.	Rate.	Amount.
104 acres.	Clearing, close cutting and grubbing	\$13 00	\$1,352 00
21,762 lin. ft.	Fencing	0 05	1,088 10
49,046 cub. yds.	Rock cutting.....	0 90	44,141 40
365,590 do	Clay cutting	0 23	84,085 70
2,730 lin. ft.	Under-drains	0 12	327 60
1,063 cub. yds.	Concrete	5 00	5,315 00
1890 2,321 do	1st-class Masonry.....	12 00	27,852 00
6,634 do	2nd-class	9 50	63,023 00
900 lin. ft.	Iron pipes laid in concrete.....	10 00	9,000 00
835 cub. yds.	Paving	5 00	4,175 00
	Foundations		16,320 06
	Road crossings and diversions		675 00

Special Works

	Morrissey's Road Diver-		
	sion.....	\$4,524 00	
	Crib wharfing, 5,016 cub.		
1900	yds. at \$2.....	10,032 00	
	Morrissey's Tunnel	9,960 00	
			24,516 00
	Materials delivered.....		12,905 00

Omissions and Contingencies.

2½ per cent. on work done, \$294,	
775 80 = \$7,369 39, say.....	4,887 20
Total relative value of work done	
equal to 61.80 per cent. of contract	
sum \$462,444.....	<u>\$299,663 00</u>

(Signed), LEONARD G. BELL.

INTERCOLONIAL RAILWAY.

CONTRACT NO. 6.

Progress estimate for 31st August, 1872:—

Revised according to revised prices of September, 1872:—

Quantity of Work done.	Description of Work.	Rate.	Amount.
48½ acres	Clearing, close cutting and grubbing.	\$14 00	\$ 679 00
118,708 lin. ft.	Fencing	0 05	5,935 40
1920 6,657 cub. yds.	Rock cutting.....	1 00	6,657 00
386,433 " "	Clay "	0 22	85,015 26
575 lin. ft.	Under-drains	0 12	69 00
1,058 cub. yds.	Rip-rap.....	2 50	2,645 00
649 " "	Concrete	5 00	3,245 00
3,936 " "	1st class Masonry	12 50	49,200 00
2,647 " "	2nd class "	9 50	25,146 50
359 " "	Paving.....	5 00	1,795 00
	Foundations		21,300 00
1930	North Charlo.....	\$1,700	
	South "	1,500	
	Louison River.....	5,000	
	Benjamin River.....	1,200	
	Nash's Creek.....	3,500	
	Louison Brook.....	400	
	Jacquet River.....	8,000	
	Road crossings and diversions.....		3,373 00
<i>Special Works.</i>			
10,997 cub. yds.	Crib work.....	2 00	21,994 00
	Materials delivered.....		6,795 00
1940	<i>Omissions and Contingencies.</i>		
2½ per cent. on	\$233,849.16 = \$5,846.23, say.....		4,607 84
Total relative value of work done, equal to 52.185 per cent. of contract sum.....			\$238,457 00

LEONARD G. BELL.

INTERCOLONIAL RAIWAY.

CONTRACT No. 9.

Progress estimate for 31st August, 1872 :—

Revised according to revised prices of September, 1872 :—

1950	Quantity of work done.	Description of Work.	Rats.	Amount.
	450 acres	Clearing, close cutting and grubbing	\$16 00	\$7,200 00
	17,500 lin. ft.	Fencing.....	0 07	1,225 00
	54,244 cub. yds.	Rock cutting.....	1 00	54,244 00
	284,112 " "	Clay "	0 27	76,710 24
	40,588 " "	Rock borrowing and long haul	0 45	18,264 60
	2,558 " "	1st class Masonry.....	14 00	35,812 00
	4,039 " "	2nd " "	11 50	46,448 50
	547 " "	Paving.....	6 00	3,282 00
1960		Foundations		450 00
		Road crossings and diversions.....		3,195 00
		Special works (tunnel bored).....		4,650 00
		Materials delivered.....		1,100 00

Omissions and Contingencies.

3½ p. c. on \$252,581.34 = \$8,840.35

Say.....

9,935 66

Total relative value of work done
equal to 70.97 p. c. of contract
sum \$354,897.....

 \$262,517 00

1970

LEONARD G. BELL.

" II."

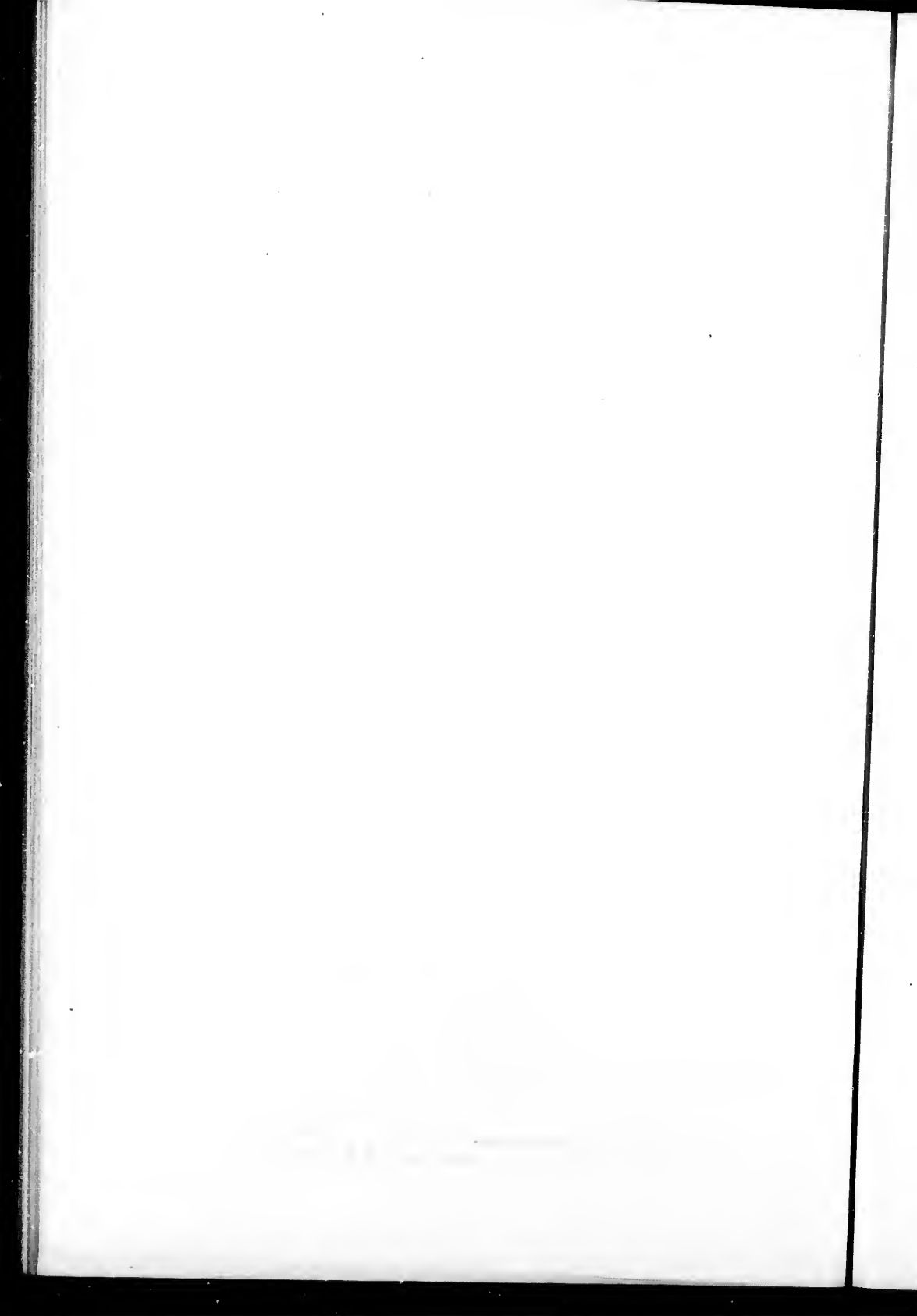
LETTER AND STATEMENT ADDRESSED TO MR. BRYDGES AND SENT TO CHAIRMAN.

QUEBEC, 4th September, 1872.

MY DEAR SIR,—Copies of Thompson's report on No. 9, and Fitzgerald's on No. 6, have been sent to the Office in Ottawa, there is much in the latter I must beg you to carefully note.

On the whole the results on these two Sections confirm very closely the statements made by Berlinguet last January, both as to quantities and the amount then due the Contractors, and assuming the other two sections to be nearly in the same position, which may be fairly done, the application made in January has been well sustained.

Mr. Bell has been in possession for some time of copies of Fitzgerald and Thompson's measurements, I have no information of what his report on them will be, but trust it will agree sufficiently to satisfy you and



remove any further hesitation in releasing us immediately, \$120,000 over and above the ordinary monthly warrants for August.

The item of interest alone on the large amount we have had to advance is a very serious one, and one calling unquestionably for full compensation. It is no light matter to be compelled as we have been to finance, when in justice such a burden ought not to have been put upon us, and might have broken us down altogether. As it is, it has only been done by great sacrifices and at very heavy cost, the anxiety and trouble of which no money recompense, however large, can ever compensate.

Leaving the matter now with confidence in your hands and hoping soon to hear favourably.

I am, dear Sir,

Yours truly,

JOHN S. FRY.

2000 C. J. BRYDGES, Esq.,
Montreal.

No. 6.

Amount of Contract..... \$456,946 00

Cr.

By payment to 31st July..... \$288,000
Extra warrant in August..... 12,500
300,500 00

Balance in hands of Government..... 156,446 00

Fitzgerald's estimate of cost of
work to be done on 15th July,
1872..... \$111,846

2010 Deduct half the work done in July,
(warrant \$17,000)..... 8,590

103,346 00

Showing the amount to be due to Contractors.. \$ 53,100 00

NOTE.—The prices of the work in Fitzgerald's estimate exceed the highest schedule rates yet paid, particularly in the items of fencing and crib-work.

No. 9.

Amount of Contract..... \$354,897 00

Cr.

2020 By payments to 31st July..... \$265,000
Extra warrant in August..... 12,500
277,500 00

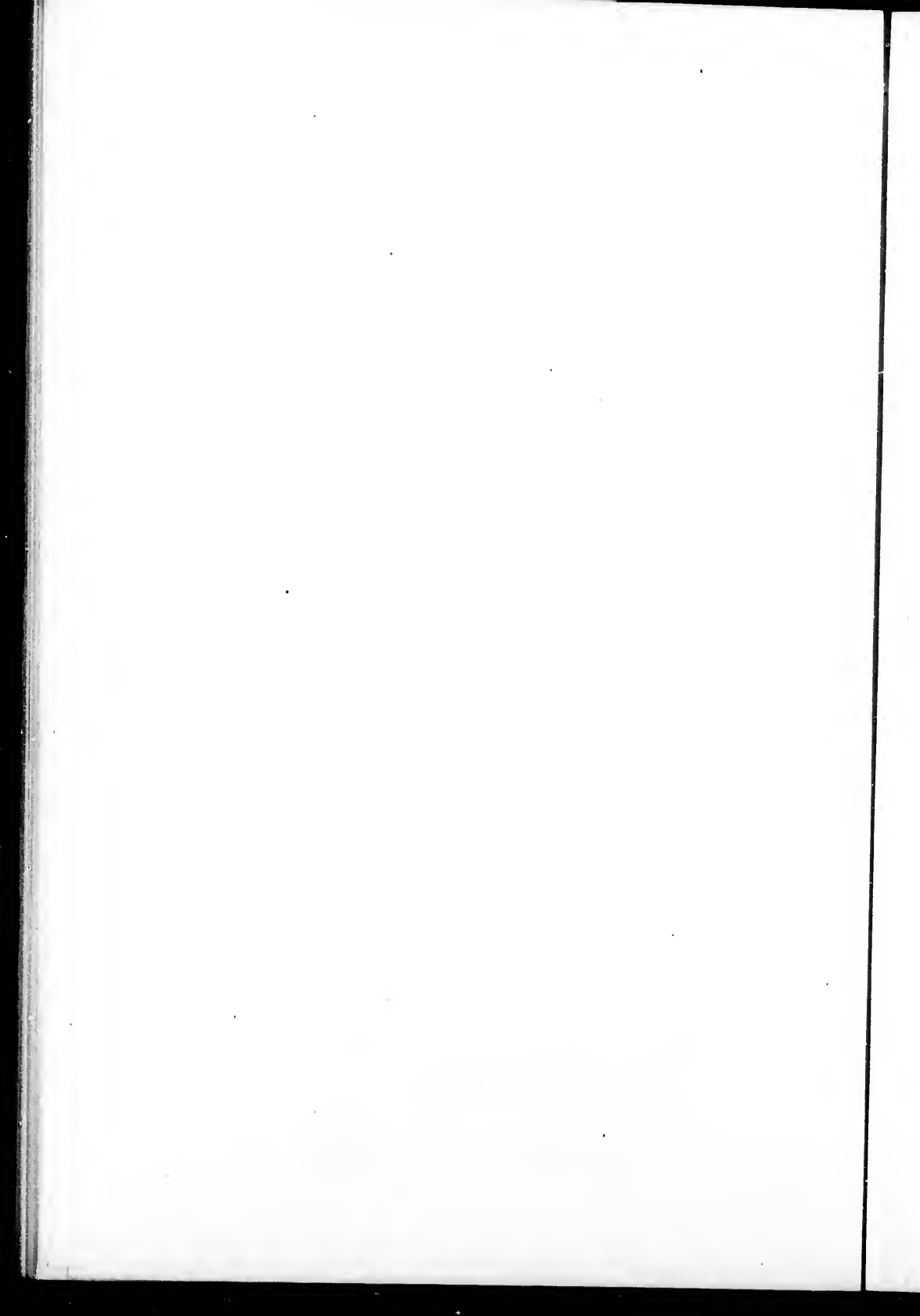
Balance in the hands of Government..... \$ 77,397 00

Thompsons estimate of work to be
done on 1st July, calculated
at last schedule rates..... \$ 68,410

Deduct work done in July (war-
rant)..... 19,000

49,410 00

Shewing this amount to be due to Con-
tractors..... \$ 27,987 00



2030 Mr. Thompson stated verbally that in his estimate of the Rock the greater part of it was hard surface rock, and it did not really represent in *cost one half* of what is understood by ordinary Rock excavation.

Work to be done on 1st July 1872 :-

	3,086 acres	Clearing.....	at	\$14 00	\$432 04
	187,521 lin. ft.	Fencing.....	"	5 00	9376 05
	10,888 cub. yds.	Rock.....	"	0 90	9709 30
	122,811 " "	Earth.....	"	0 25	30,702 75
	487 " "	1st class Masonry.....	"	14 00	6818 00
	1,364 " "	2nd " ".....	"	11 00	15,004 00
2040	97 " "	Paving.....	"	4 00	388 00
	70 " "	Rip-rap.....	"	2 00	140 00
	15 Pairs	Cattle guards.....	} Say		1,500 00
	24 Sign	boards.....			
	87 Pairs	Gates.....			
	4	Overhead Bridges.....			
	32	Box drains.....			
	21	Beam culvert superstructures			

74,160 04

Less Material delivered.

	5,450	Fence Rails.....	Say,	450 00	
2050	87	Pairs Gates.....	} Say,	300 00	
	3,172	lin. ft. Cattle guards.....			
	800	cub. yds. Stone.....	Say,	5,000 00	5,750 00

68,410 04

Deduct work done in July (Warrant)..... 19,000 00

\$ 49,410 04

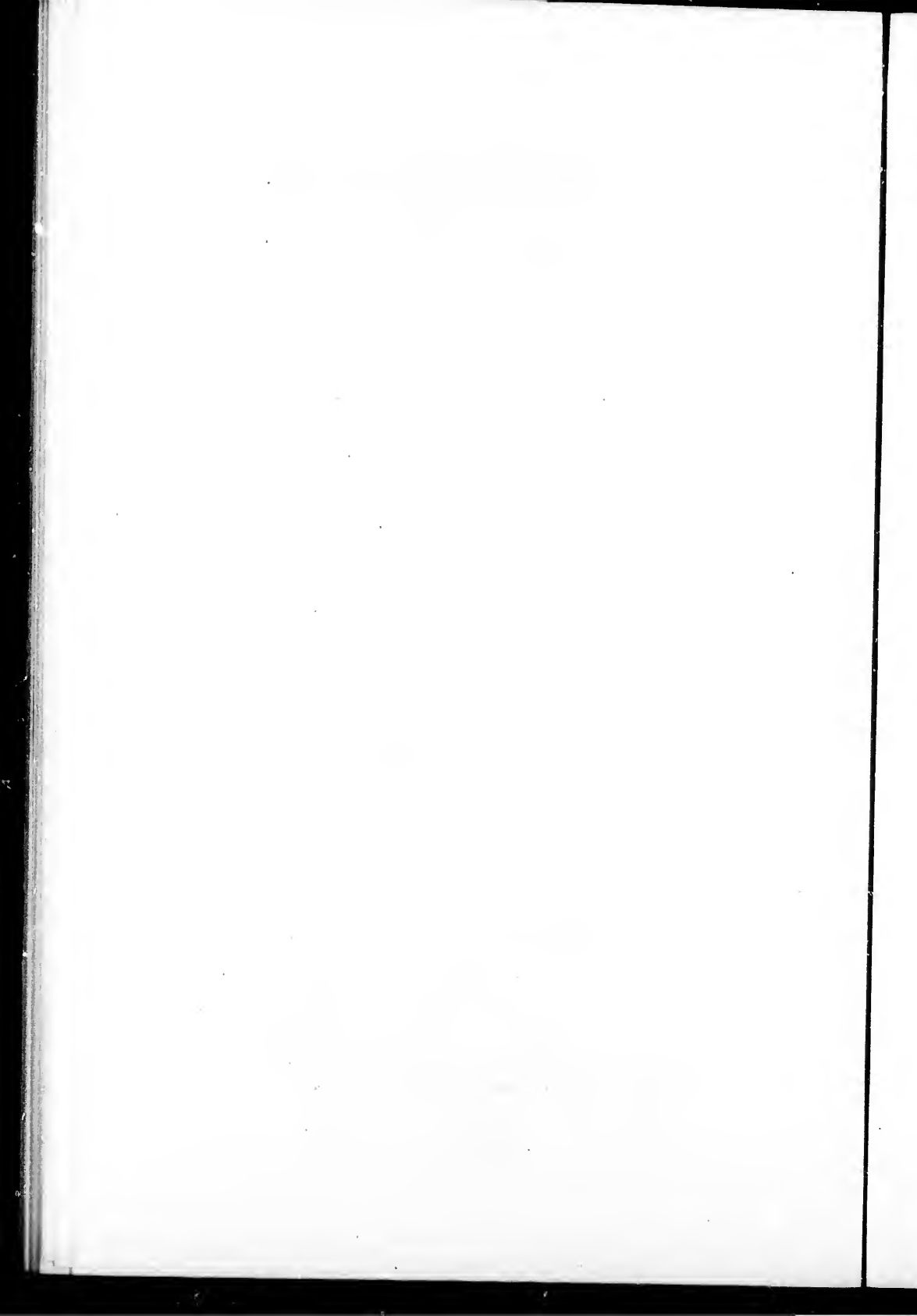
If. 2.

To the Commissioners
of the Intercolonial Railway.

OTTAWA, 22nd September 1871.

GENTLEMEN,—In support of the request which we are about to present we have the honour to make the following statement of the present state of forwardness of our works, of our disbursements and of our receipts for 2060 Sections Nos. 3, 6, 9 and 15 of the Intercolonial.

	Amount of Contract No. 3.....	\$462,000
	" " No. 6.....	457,000
	Total.....	<u>\$919,000</u>
	\$441,231 Disbursements for the both sections	
	239,700 Receipts on account of both sections.	
	Amount of contract No. 9.....	\$355,000
	" " No. 15.....	364,000
	Total.....	<u>\$719 000</u>
	\$386,696 Disbursements for both sections.	
2070	187,400 Receipts on account of both "	
	Total disbursements	\$827,924
	Total Receipts.....	427,100
	Amount expended over receipts.....	<u>\$400,824</u>



In addition to the item of our disbursements others exist for the maintaining of three stores, and others for the supplying of the same for the Winter.

You have lately witnessed yourselves, Gentlemen, our organisations, and you may thus have been convinced that we are serious and desirous of carrying out honorably our Contracts.

2080 You will readily admit that the works remaining to be done will be considerably diminished in cost owing to our organisation which has been so very expensive to us for executing the first part of our works, which organization is in working order for executing the balance of our works.

We do not therefore hesitate to state and prove if required, that the value of the works remaining to be done is not worth more than one third of the amount of our Contracts. We are so positive in our allegations that we do not hesitate in declaring that at the opening of the next navigation, we will not be in the way for the laying of the rails and the overstructure of the iron bridges, any person who has visited the works can 2090 testify to the truth of this allegation.

Now that we have made known to you our position, we request that the sum of Fifty thousand dollars be granted to us on account of the amount of each of our Contracts to enable us to continue the works with the same activity with which we have carried them out up to this day

We are convinced that our request is so just a one that we do not consider it to be a favor.

We feel confident that our request will be complied with, inasmuch as the works are progressing with the greatest activity and there are more than 3,200 men now working on the sections.

2100 (Signed) F. X. BERLINGUET & Co.,
(Signed) J. B. BERTRAND & Co.
per F. X. Berlinguet & Co.

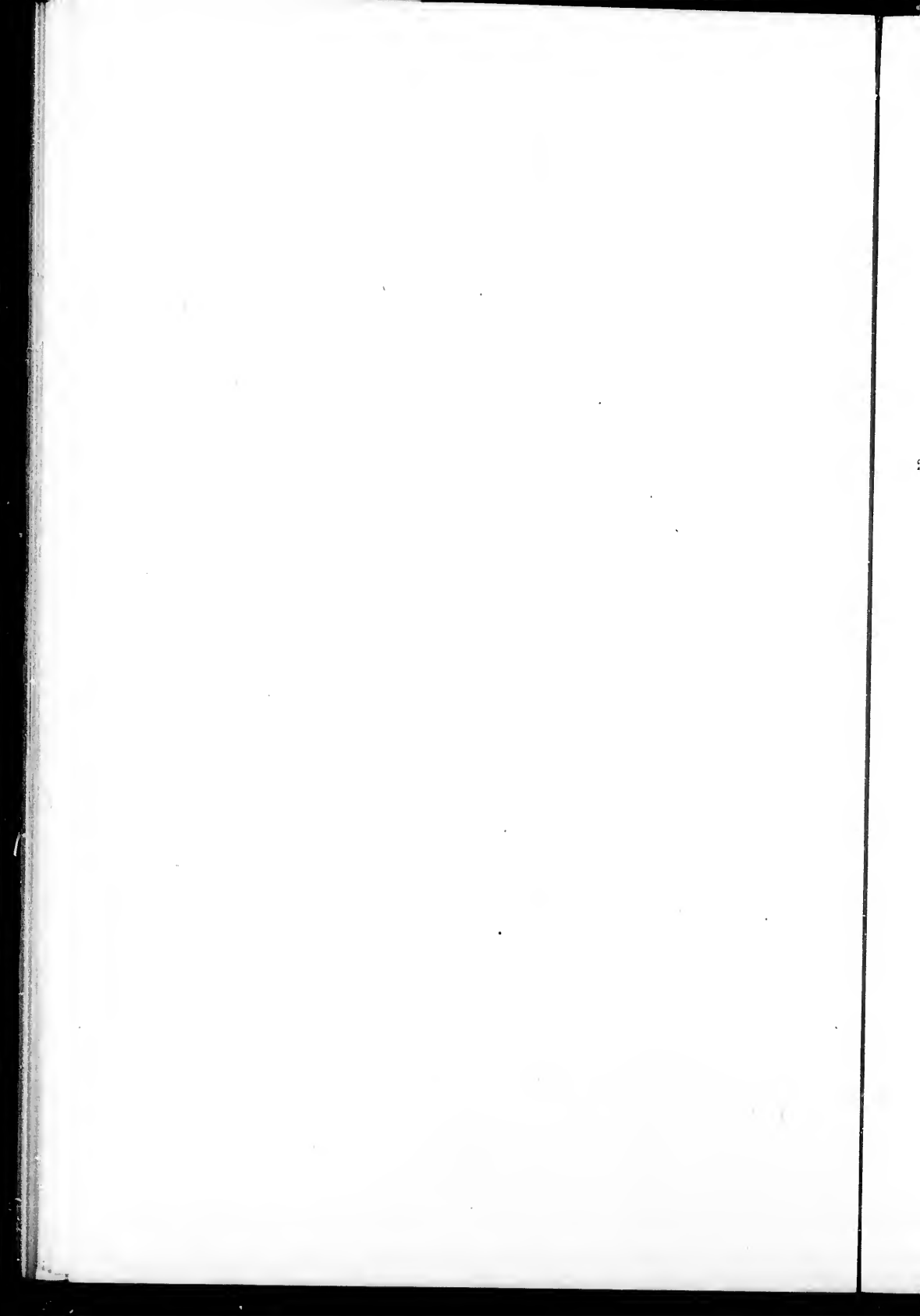
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To the Honourable Commissioners
of the Intercolonial Railway.

OTTAWA, 3rd February 1873.

GENTLEMEN.—We have the honour to send you herewith statements showing the cost of the works up to the first of December last, on Sections 3, 6, 9 and 15 of the Intercolonial Railway, and are prepared to explain 2110 fully the causes and circumstances which have forced us to make this excess of expenditure over and above the estimates received amounting on

No. 3	\$174,535 71
" 6 "	201,930 64
" 9 "	218,704 47
" 15 "	154,717 53



and we respectfully request your earnest consideration of our case, and pray that you will recommend immediately a payment to us on account of at least one hundred and twenty-five thousand dollars on each section, which we are in earnest need of to repay part of the monies advanced to us, the
 2120 interest and commission on which are pressing heavily on us, leaving the final settlement until the Sections are completed.

Our work throughout, we confidently assert, is well and substantially done, and on a great public work like the Intercolonial Railway, built on our Sections under great local and other difficulties, well known to yourselves and capable of clear proof, we entertain the strongest hope that neither your Honorable Commissioners, the Government or the country at large will allow any part of the cost of such a great national work to be sustained by private individuals, who from the combination of circumstances and causes beyond their control are in the position we find ourselves

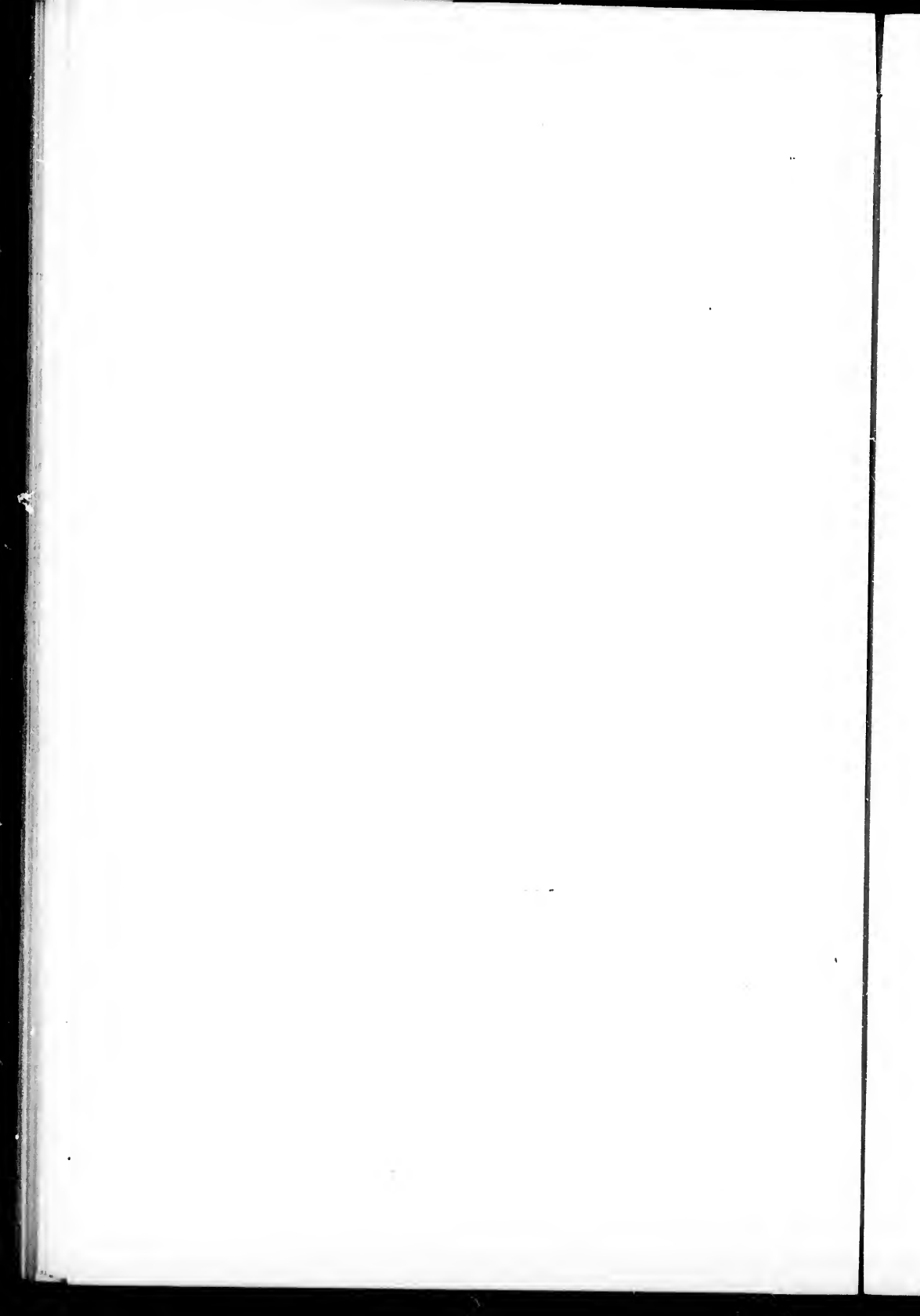
2130

We have the honor to be,

Your most obedient servants,

(Signed) F. X. BERLINGUET & Co.,
 Contractors for Sections 3 and 6.

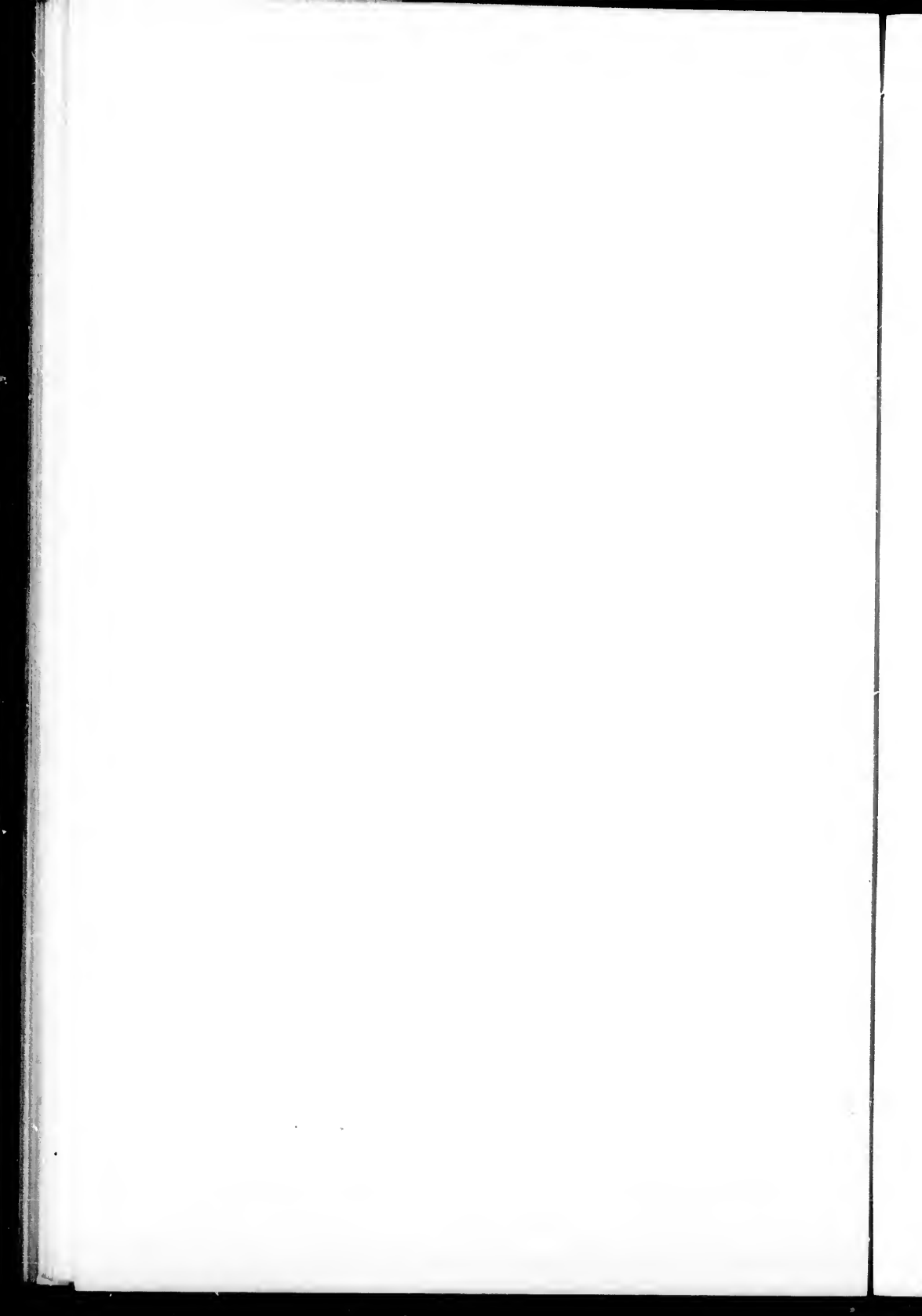
(Signed) J. B. BERTRAND & Co
 Contractors for Sections 9 and 15.



SECTION No 3.

ABSTRACT of Monthly Expenditure, Received on Account, Balance Due,
Remarks referring to Details.

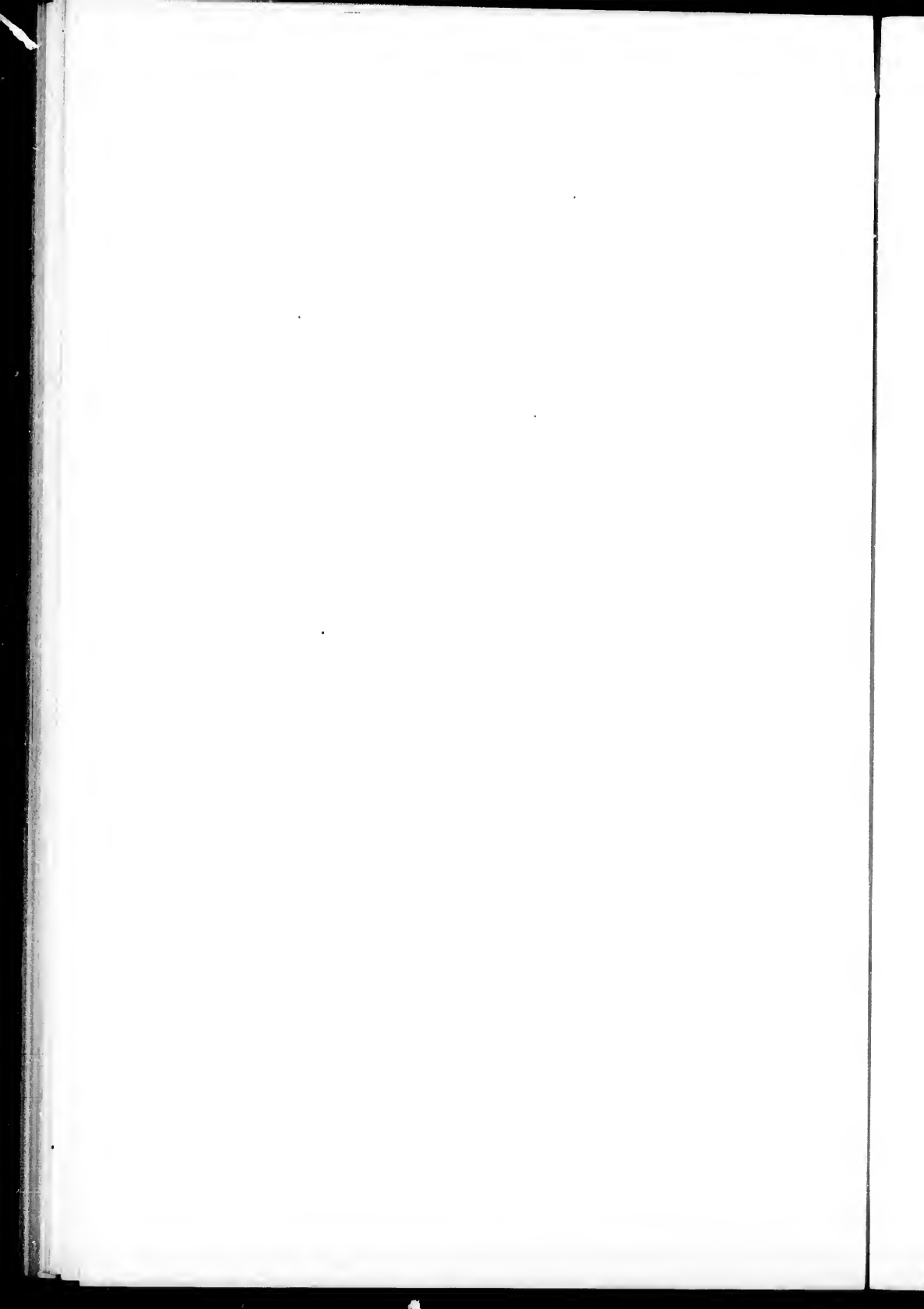
Months.	Amounts Expended.	Amounts Received.	Deficiency.	Interest on Deficiency.	Balance Due.
1870.					
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
June.....	1,047 07	1,510 00	2,507 07	751 68	3,258 75
July.....	12,675 19	7,283 00	5,392 19	1,563 68	6,955 87
August.....	14,685 28	7,635 00	7,050 28	2,142 00	9,192 28
September.....	19,412 82	11,250 00	8,162 82	2,204 00	10,366 82
October.....	16,801 83	10,693 00	6,108 83	1,588 31	7,697 17
November.....	14,088 03	7,199 00	6,889 03	1,722 25	8,611 28
December.....	16,120 40	7,200 00	8,920 40	2,140 80	11,061 20
1871.					
January.....	16,951 87	5,000 00	7,354 87	1,681 65	9,036 52
February.....	9,542 23	2,700 00	6,842 23	1,505 21	8,347 47
March.....	15,185 56	4,500 00	8,585 56	1,886 85	10,472 41
April.....	10,780 47	4,706 00	6,280 47	1,256 00	7,536 47
May.....	11,296 91	19,000 00			
June.....	19,608 57	5,000 00	2,505 51	522 90	3,428 41
July.....	26,297 45	21,600 00	4,697 45	798 49	5,495 94
August.....	21,128 29	18,000 00	3,128 29	500 48	3,628 77
September.....	22,352 15	41,200 00			
October.....	21,830 78	16,200 00			
November.....	41,392 84	19,800 00	8,375 77	1,068 88	9,444 65
December.....	17,736 42		15,526 42	1,893 12	17,419 54
1872.					
January.....	11,294 33	27,340 00			
February.....	12,943 65	5,360 00			
March.....	14,913 55	17,000 00			
April.....	12,671 60	0,000 00			
May.....	15,814 61	10,000 00			
June.....	31,783 15	30,000 00	4,988 74	350 00	5,318 74
July.....	49,363 08	48,500 00	1,783 15	107 00	1,890 15
August.....	37,625 67	36,000 00	1,464 92	73 22	1,537 30
September.....	33,746 31	23,500 00	1,625 67	65 00	1,690 67
October.....	30,706 77	17,000 00	12,246 71	367 38	12,613 69
November.....	15,515 46	11,000 00	4,515 46	271 14	13,980 91
December.....	595,637 06	441,000 00		24,198 25	
	4,392 83	2,000 00	2,392 83	315 02	2,727 85
1873.					
January.....	354 95		351 95	46 15	101 10
February.....	1,654 18	3,000 00			
March.....		3,000 00			
April.....					
May.....	2,758 11				
June.....	6,884 95	6,884 95		21,083 72	
	\$609,482 51	458,884 95	150,597 56	45,063 14	196,660 70
			Expenses at Quebec.....		12,879 05
					209,439 75

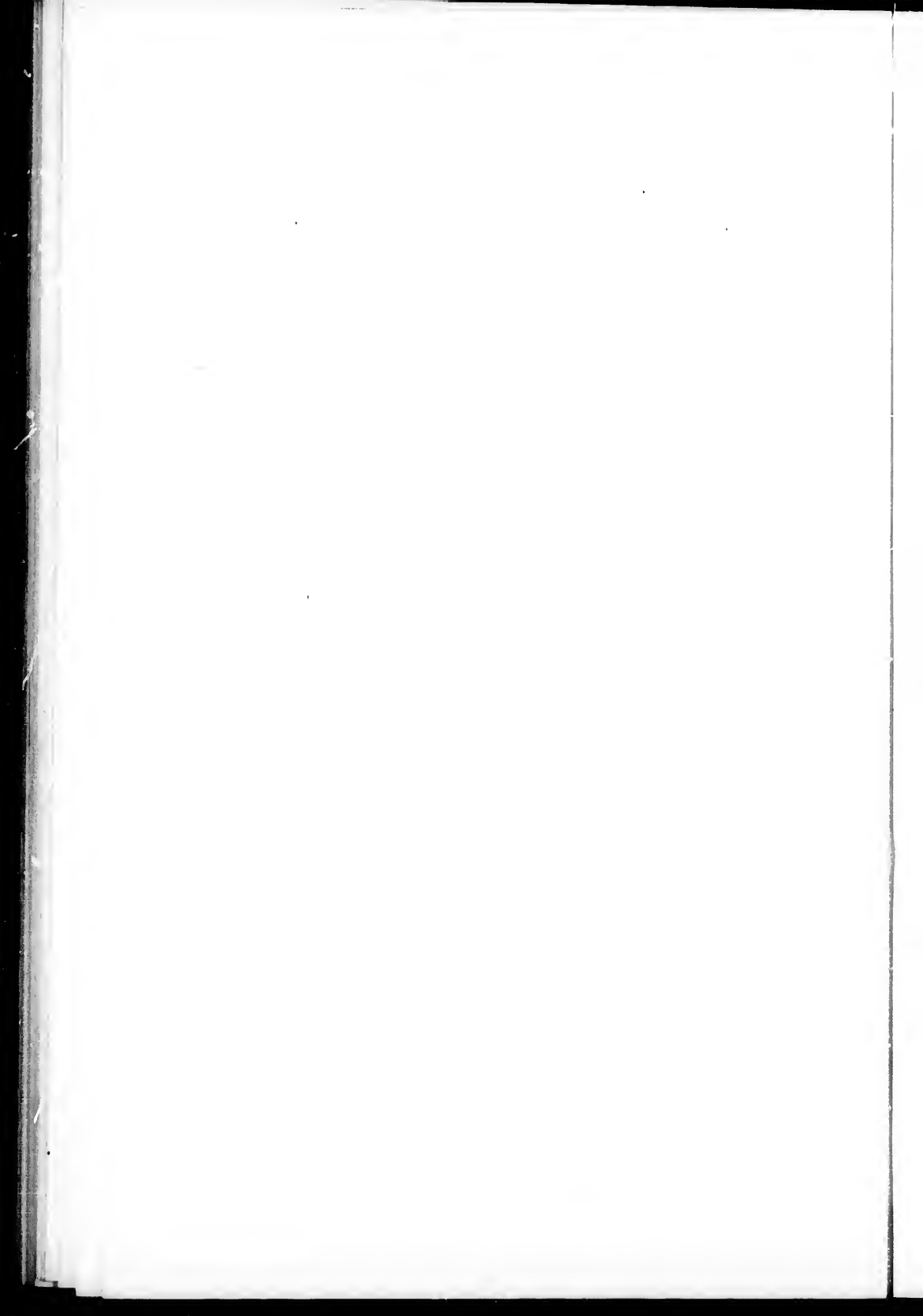


SECTION No. 6.

ABSTRACT of Monthly Expenditure, Amounts Received on Account, Balance, Due, Remarks referring to Details.

Months.	Amounts Expended.	Amounts Received.	Deficiency.	Interest on Deficiency.	Balance Due.
1870.					
June	\$ 4,579 42	\$ 3,003 00	\$ 1,576 42	\$ 592 80	2,566 22
July	20,520 26	9,952 00	10,568 26	3,604 72	14,173 98
August	15,008 11	11,250 00	3,758 11	2,054 68	9,390 19
September	20,860 17		20,860 17	2,506 32	12,212 49
October	18,692 12	16,665 00	2,027 12	371 92	1,798 14
November	7,297 02	5,398 00	1,899 02	474 75	2,373 77
December	5,919 09	3,600 00	2,319 09	583 76	2,912 85
1871.					
January	5,009 38	1,800 00	3,209 38	738 07	3,947 45
February	11,756 10	2,500 00	9,256 10	1,992 32	11,008 42
March	10,615 56	36,000 00	7,945 56	1,170 45	8,525 01
April	11,006 61	1,800 00	9,206 61	1,841 00	11,047 61
May	10,160 58	10,000 00	160 58	30 40	190 98
June	17,910 18	9,000 00	8,910 18	1,600 20	10,549 38
July	25,957 67	26,100 00	8,957 67	1,519 25	16,456 86
August	27,938 84	11,100 00	13,538 84	2,166 68	15,794 92
September	27,830 11	38,500 00			
October	21,614 37	13,500 00			
November	35,191 52	15,360 00	17,365 63	2,257 45	19,623 08
December	13,634 98		13,634 98	1,536 98	15,271 06
1872.					
January	9,308 84	18,100 00			
February	11,420 40	5,600 00			
March	13,274 42	8,000 00	4,302 66	297 18	2,509 81
April	10,754 31	6,000 00	4,753 31	380 21	5,133 56
May	13,575 91	12,000 00	1,575 91	108 64	1,661 58
June	24,808 35	27,000 00			
July	31,483 52	20,500 00			
August	26,498 30	20,000 00	6,290 17	251 60	6,541 77
September	27,849 05	14,500 00	13,349 05	100 47	13,719 52
October	32,201 78	18,000 00	14,201 78	284 02	14,485 80
November	29,528 79	14,000 00	6,528 79	65 28	6,594 07
December	542,946 42	367,000 00		26,684 22	
December	6,733 03	1,000 00			
1873.					
January	7,166 96	3,000 00			
February	6,714 32	3,000 00			
March		5,000 00			
April		1,000 00			
May and June	5,055 13				
June	27,106 17	27,106 77		26,168 24	
	597,922 63	410,106 77	186,916 86	51,612 17	241,568 31
			Expenses at Quebec		12,879 05
					254,437 38

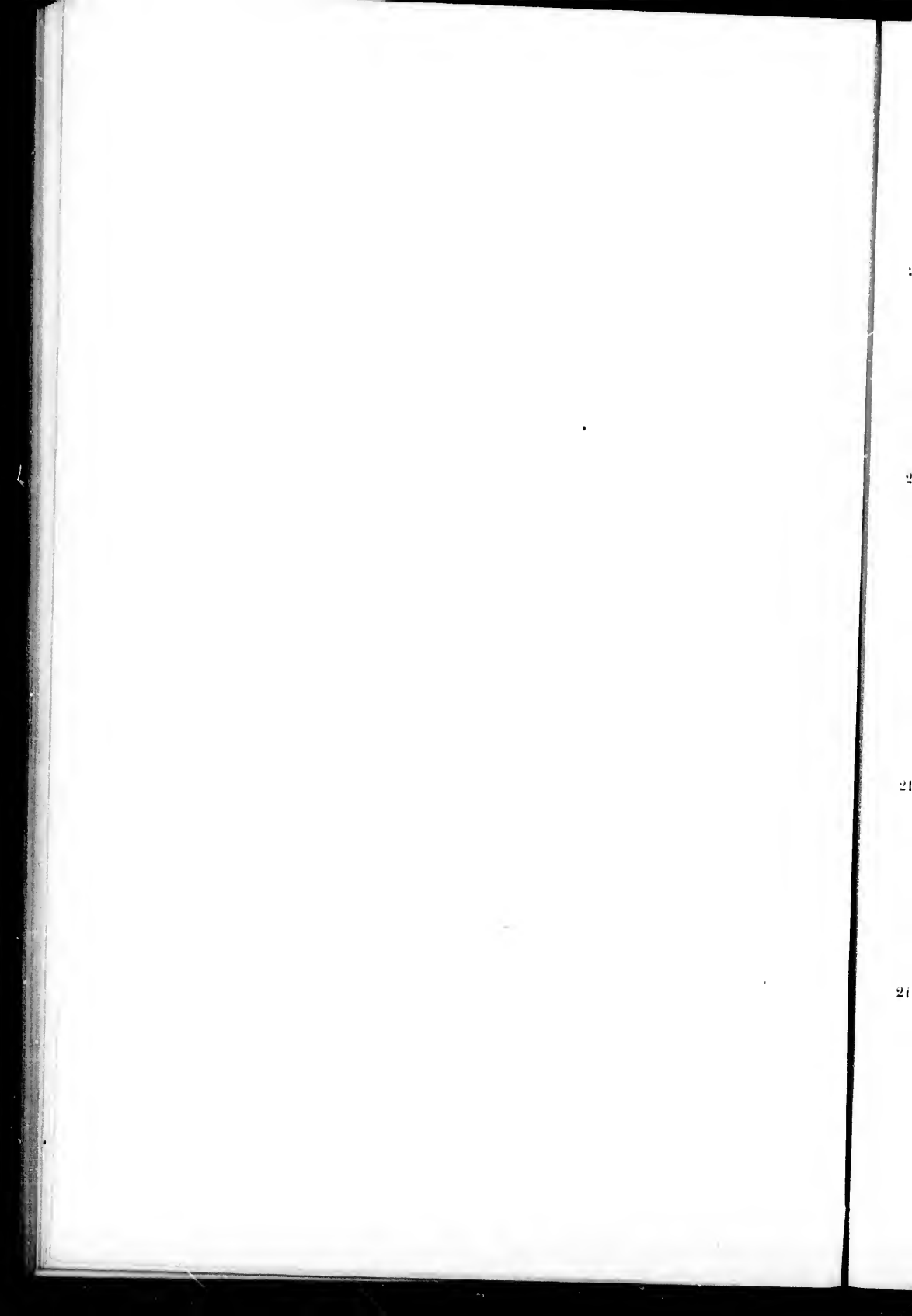




SECTION No. 15.

ABSTRACT of Monthly Expenditures, Amounts received on Account,
Balance due, Remarks referring to Details.

Months.	Amounts Expended.	Amounts Received.	Deficiency.	Interest on Deficiency.	Balance Due.
1870.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
July	3,409 43	1,211 00	2,198 43	637 42	2,835 85
August	5,192 52	3,272 00	3,220 52	907 00	4,127 52
September	3,556 72	5,439 00	3,176 72	85 12	4,068 84
October	12,408 86	8,118 00	4,380 86	1,178 80	5,559 66
November	12,112 70	4,459 00	7,653 70	1,905 35	9,559 05
December	13,889 47	7,200 00	6,689 47	1,665 36	9,294 83
1872.					
January	13,674 90	1,800 00	11,874 90	2,731 02	14,605 92
February	18,155 17	4,500 00	13,655 17	3,054 10	16,709 27
March	17,226 23	7,200 00	10,026 23	2,155 46	12,181 69
April	12,990 64	4,500 00	8,490 64	1,638 00	10,128 64
May	14,791 45	16,300 00			
June	18,175 49	7,200 00			
July	30,866 82	19,800 00	9,066 82	1,703 42	11,170 36
August	24,417 01	9,900 00	14,517 01	1,881 02	12,938 04
September	21,298 09	43,900 00		2,322 72	16,875 37
October	21,433 94	18,500 00			
November	24,407 70	12,500 00			
December	11,733 86		6,473 59	764 76	7,238 35
1872.					
January	13,390 61	15,340 00			
February	11,397 21	6,350 00			
March	17,253 85	20,000 00	3,087 82	398 70	3,396 52
April	12,185 03	6,000 00	3,498 88	275 04	3,773 92
May	12,078 93	7,000 00	5,078 93	355 46	5,434 39
June	15,714 81	10,000 00	5,714 81	341 66	6,089 45
July	28,007 06	24,500 00			
August	18,708 80	24,500 00			
September	24,370 21	21,000 00			
October	20,657 28	18,500 00			
November	13,883 91	15,000 00			
December	\$467,901 70	348,000 00		24,533 09	
1873.					
January		3,000 00			
February		5,000 00			
March		3,000 00			
April					
May and June	12,579 81				
June	10,136 28	10,130 38		17,847 48	
	\$499,611 89	372,130 38	127,481 51	42,280 57	169,862 00
			Expenses at Quebec		12,879 05
					\$172,741 13



"M."

INTERCOLONIAL RAILWAY.

COMMISSIONER'S OFFICE.

OTTAWA, February 5th, 1873.

2140 GENTLEMEN.—The Commissioners have received from you a series of statements relating to the expenditure on Sections 3, 6, 9 and 15.

As under the Contract you entered into with the Commissioners they have no control over you expenditure they beg to return the accompanying papers.

I remain, Gentlemen,

Your obdt. Servant,

(Signed),

RALPH JONES.

Secretary.

Messrs. F. X. BERLINGUET & Co.,

2150 Messrs. J. B. BERTRAND & Co.,
Ottawa.

P. S.—As you request Mr DuPlessis, I will hold the papers until you return.

(Signed)

R. J.

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OTTAWA, 24th May, 1873.

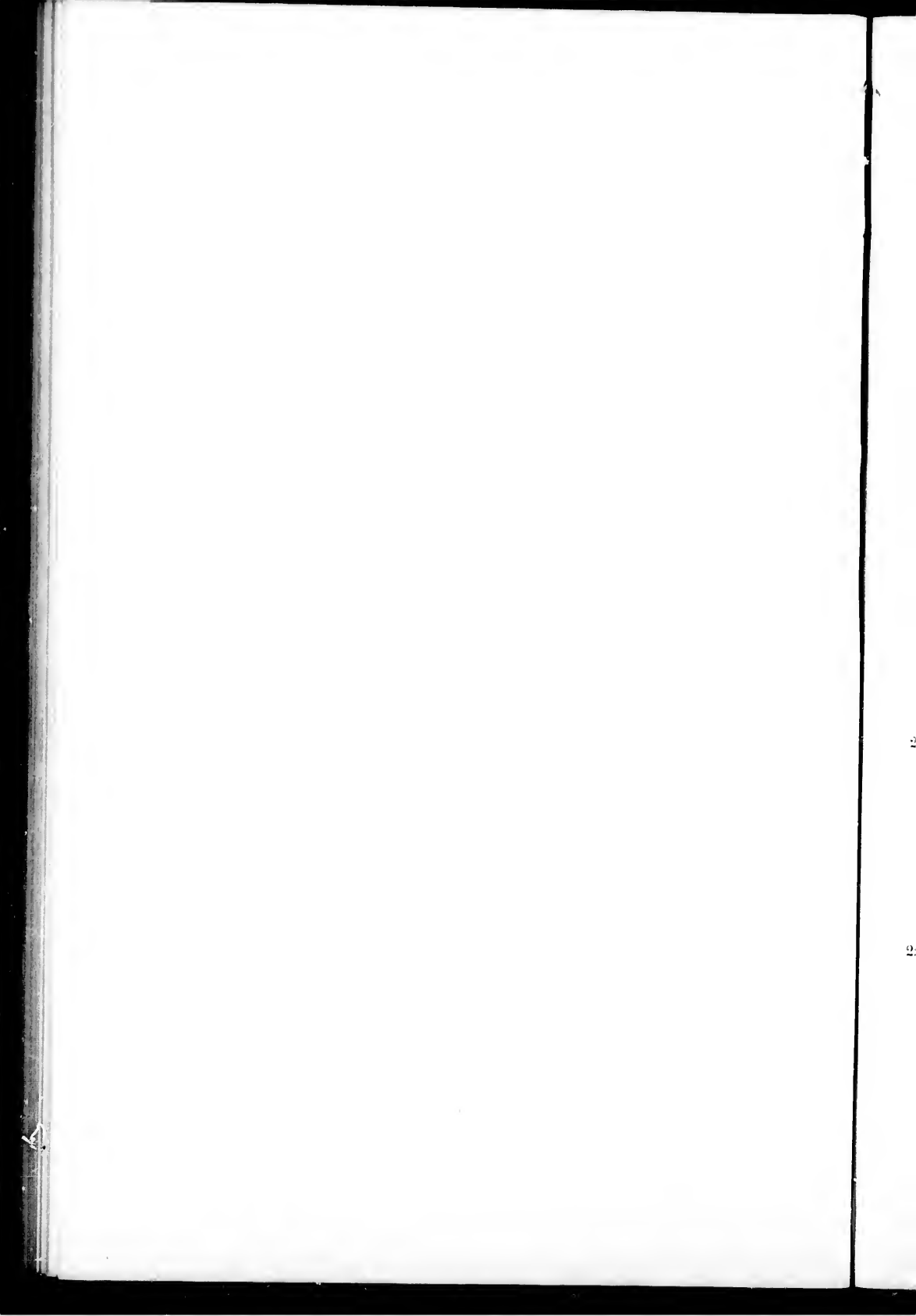
To the Honorable Commissioners
of the Intercolonial Railway.

GENTLEMEN.—In February last, we had the honor to submit to you 2160 statements of our actual expenditure on Sections Nos. 3, 6, 9 and 15 of the Intercolonial Railway.

You will have thus seen at that time the difference between the amounts received and the payments made by us in the execution of the works as sworn to by the documents accompanying.

The excess of our outlay being so large, caused by exceptional circumstances and local difficulties placed it we conceived, beyond the ordinary acception of Extras, and was the reason of our presenting those sworn documents to you so as to prove and show clearly the actual facts of our position.

2170 The reply received from you saying that you could not take these documents into your consideration on account of the terms of the Contract, obliges now to submit to you by the accounts sent herewith detailed items of Extras which we confidently trust you will accept as such, and we beg earnestly that you will take favorable consideration of them and immediate action in the matter as without payment being made to us of about the amount these claims represent we have no alternative, but to stop all works on the sections and suspend them until a satisfactory arrangement be arrived at.



Our securities have already made sacrifices and incurred liabilities 2180 beyond any precedent in their desire to aid us in having the works contracted for faithfully carried out. Nothing further can be done by them or us without action on your part to afford us the substantial relief sought for.

Bill of Extras, Section 3.....	\$175,813
" " 6.....	106,944
" " 9.....	106,300
" " 15.....	154,500

The total of these amounts only representing about 72 per cent of what we have actually paid on the works in excess of the payment received.

We have the honor to be,

2196

Your most humble Servants,

(Signed) F. X. BERLINGUET & Co., (Sections 3 and 6)

" J. B. BERTRAND & Co., (" 9 " 15)

Per F. X. B. & Co.

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NOTICE TO CONTRACTORS, 3, 6, 9 AND 15.

To Francis Xavier Berlinguet, of the City of Quebec, in the Province of Quebec, in the Dominion of Canada, Architect, and Charlotte Mailloux, of the said City of Quebec, Widow, Contractors for the construction of Section No. 3 (number three) of the Intercolonial Railway.—

2200 You are hereby required to take notice that, in pursuance of the notice given to you, bearing date on the thirtieth day of May, in the year 1873, of our intention to take the work out of your hands for the construction of Section No. 3 of the Intercolonial Railway.

We, the Commissioners appointed under and by virtue of an Act of the Parliament of Canada, passed in the Session of the 31st year of Her Majesty's Reign, entitled: "An Act respecting the construction of the Intercolonial Railway," have taken the works upon said Section No. 3 out of your hands.

2210 Dated at this City of Ottawa, in the Province of Ontario, this Ninth day of June, in the year 1873, and signed by me, Aquila Walsh, Esq., Chairman of the Board of Commissioners.

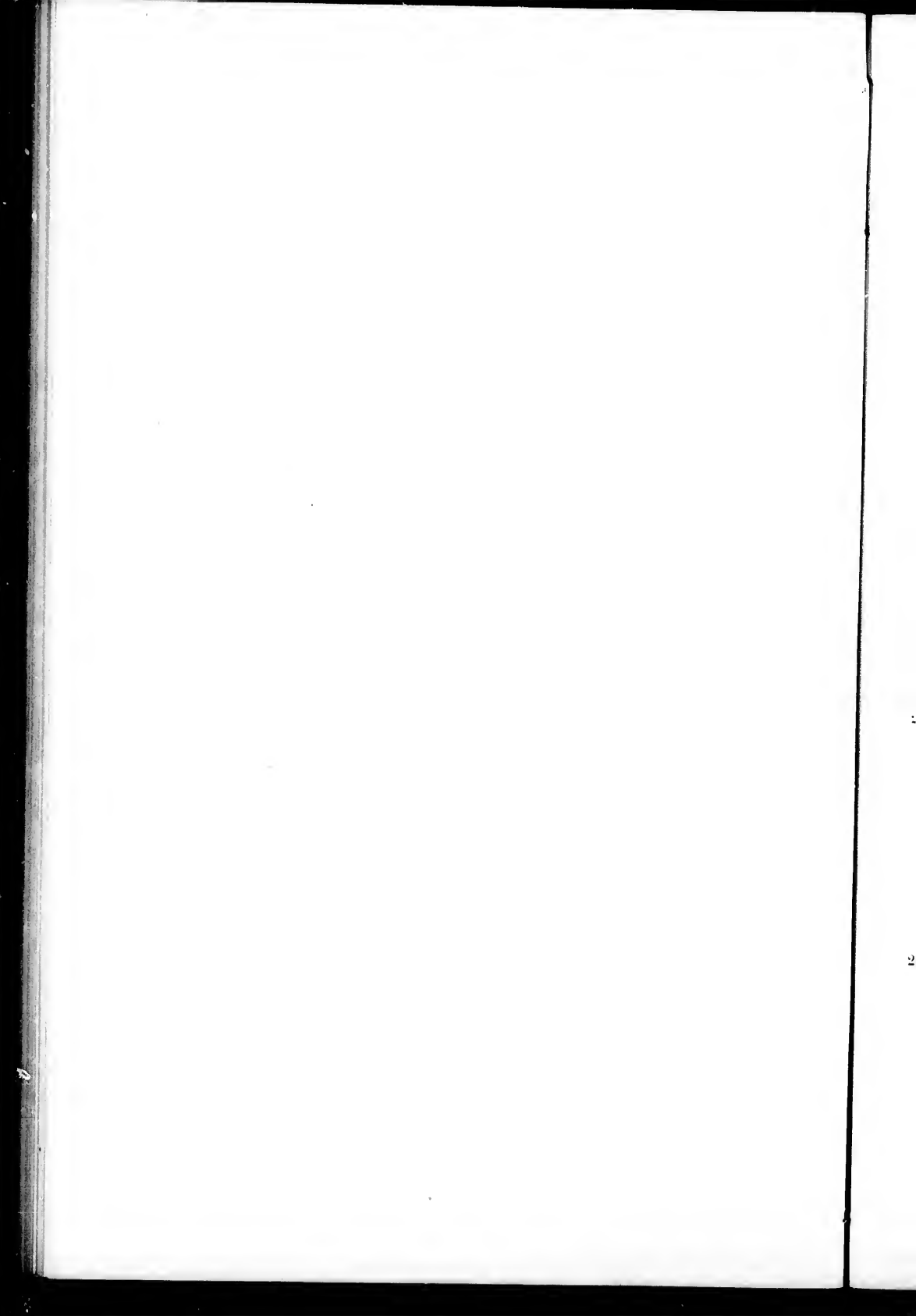
(Signed) A. WALSH,

Chairman.

Memo.—Similar notice served on Contractors for Sections Nos. 6, 9 and 15.

(Signed) A. WALSH,

Chairman.

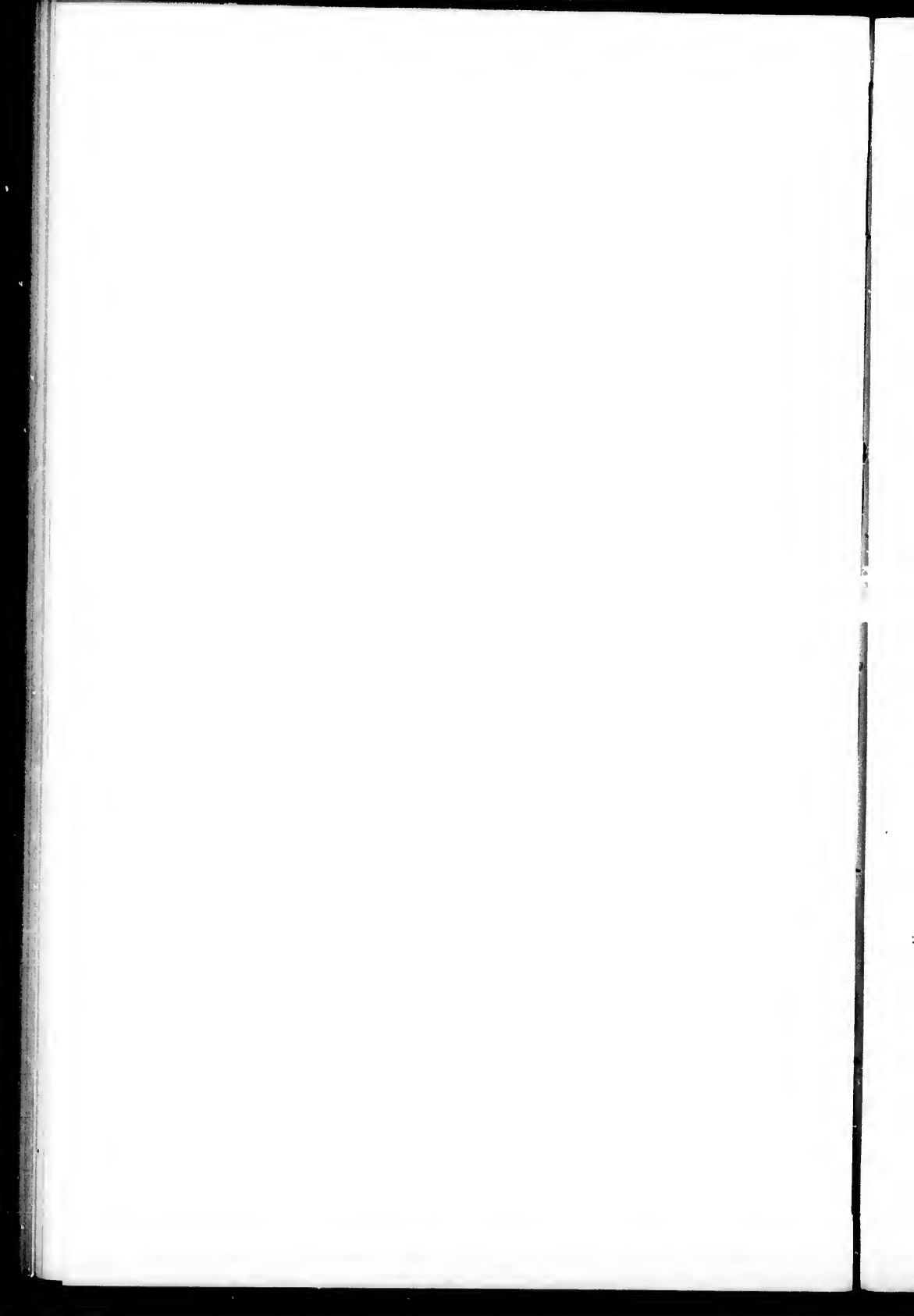


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CONTRACTS Nos. 3, 6, 9 & 15.

2220 STATEMENT of the total quantities of the different descriptions of work actually executed by the Contractors for said Sections respectively.

To 31st March, 1973, per Bill of Works.		Quantities.	Executed.
Contract No. 3.		Cub. yds.	Cub. yds.
	Rock Excavation.....Cub. yds.	75,233	50,366
	Earth do	587,800	438,847
	Concrete	6,000	1,168
	Masonry, 1st-class..... do	4,400	2,991
	do 2nd-class	13,800	8,248
	Paving..... do	1,500	994
2230	Contract No. 6.	Cub. yds.	Cub. yds.
	Rock excavation	7,771	6,831
	Earth do	644,777	441,066
	Concrete	1,987	678
	Masonry, 1st-class	9,000	4,708
	do 2nd-class	4,594	3,581
	Paving..... do	1,241	460
	Contract No. 9.	Cub. yds.	Cub. yds.
	Rock excavation	82,000	59,199
	Borrowing..... do	60,000	46,824
2240	Earth excavation	422,000	327,772
	Concrete	300	
	Masonry, 1st-class	6,300	2,608
	do 2nd-class	6,700	4,512
	Paving	880	690
	Contract No. 15.	Cub. yds.	Cub. yds.
	Rock excavation	7,600	4,942
	Earth do	607,000	423,621
	Concrete do	600	89
	Masonry, 1st-class	12,100	9,219
2250	do 2nd-class	4,000	2,429
	Paving..... do	700	478



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PUBLIC WORKS DEPARTMENT.

INTERCOLONIAL RAILWAY OFFICE.

OTTAWA, 20th May, 1870

GENTLEMEN.—Your letter of the 18th inst. is received. The Contract papers are not yet prepared, but this need not affect your active operations in the work I wish to keep the Commissioners in position by stating this so that any delay in drawing up the contract may not be brought up at a subsequent period in reference to the work done

You have no right whatever to materials, plant, sheds, or buildings &c., laid down or erected by the former Contractors on Section No. 3. Materials delivered have been paid for by Government and the Commissioners hold Bill of Sale of all plant, &c., to secure advances.

If you take or use the plant and materials &c., or any of them, you do so at your own risk.

I am, Gentlemen,

Your obedient servant,

C. S. ROSS,

Secretary.

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Messrs. F. X. BERLINGUET & Co.,
Quebec.

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PUBLIC WORKS DEPARTMENT.

INTERCOLONIAL RAILWAY OFFICE.

OTTAWA, June 30, 1870.

GENTLEMEN.—In reply to your note of yesterday, I beg to inform you that the Commissioners decided that the Contractor for each section should have a copy of the Profile and of the Bill of Works, and I therefore send you your address copy of Profile of Sections Nos. 3 and 6 and of the respective Bill of Works.

The other copies of Profiles are wanted for record here for the offices of Chief Engineer, District Engineer and Engineer of the Section, so that I cannot send them to you.

I am &c.,

(Signed)

C. S. ROSS,

Secretary.

Messrs. F. X. BERLINGUET & Co.,
Quebec.

