

# In the Privy Council.

## ON APPEAL FROM THE COURT OF QUEEN'S BENCH, FOR THE PROVINCE OF QUEBEC (APPEAL SIDE.)

BETWEEN

EDWARD MOORE AND AUGUSTUS R. WRIGHT,  
*(Defendants,) Appellants,*

AND

SIMON PETERS, *Plaintiff; (deceased)*

AND

ELIZA JANE LAMOUREUX, Henry Joseph Peters, Albert Hyacinth  
Peters, Joseph Bernard Peters and Martial Chevalier,  
*(Plaintiffs in continuance of suit) Respondents.*

## RECORD OF PROCEEDINGS.

### INDEX OF REFERENCE.

No.	Exhibit Mark.	DESCRIPTION OF DOCUMENT.	DATE.	Page
1		Declaration . . . . .	16th October, 1893 .	1
2		Plaintiff's list of Exhibits . . . . .	8th November, 1893 .	14
3	No. 1	Contract, Quebec Harbour Commissioners and Peters, Moore & Wright . . . . .	2nd May, 1877 . . . . .	14
4	2	Form of Tender and Specification . . . . .	2nd May, 1877 . . . . .	24
5	4	Judgment of Supreme Court . . . . .	17th November, 1891 .	100
6	6	Plaintiff's Account . . . . .	18th November, 1893 .	101
7		Defendants' Pleas . . . . .	15th December, 1893 .	120
8		Defendants' List of Exhibits filed with Pleas . . . . .	15th December, 1893 .	128
9	2	Statement of work done and cash received by S. Peters . . . . .	16th December, 1893 .	128
10	4	Account Peters, Moore & Wright with Moore & Wright . . . . .	16th December, 1893 .	130
11	5	Account Peters, Moore & Wright with Moore & Wright . . . . .	16th December, 1893 .	137
12	6	Account Peters, Moore & Wright with Moore & Wright . . . . .	16th December, 1893 .	146

*Pliffs by nos 3 + 5 as included in declaration  
pages 2-7 + 10 + 11.*

RECORD OF PROCEEDINGS.

No.	Exhibit Mark.	DESCRIPTION OF DOCUMENTS.	DATE.	Page
13	No. 7	Account Peters with Moore & Wright . . . . .	16th December, 1893 . . . . .	156
14		Plaintiff's Special Answer to Pleas . . . . .	7th June, 1894 . . . . .	162
15		Plaintiff's List of Exhibits with Special Answer . . . . .	6th June, 1894 . . . . .	172
16	7	Letter from W. Pilkington to Quebec Harbour Commissioners . . . . .	27th June, 1877 . . . . .	174
17	8	Statement of works . . . . .	12th April, 1877 . . . . .	175
18	9	Progress estimates . . . . .	3rd August, 1881 . . . . .	177
19	11	Statement of moneys paid contractors . . . . .	26th March, 1885 . . . . .	191
20	12	Memo. of work not done by Moore & Wright . . . . .	26th February, 1893 . . . . .	192
21	13	Statement of details of original contract . . . . .	7th June, 1894 . . . . .	193
22	14	Statement shewing details of contract after substitution of stone wall . . . . .	7th June, 1894 . . . . .	194
23	15	Statement of cost of stone wall . . . . .	9th April, 1877 . . . . .	197
24	18	Statement of understated bill of quantities . . . . .	January, 1893 . . . . .	198
25	19	Details of work included in final certificate . . . . .	7th June, 1894 . . . . .	199
26	20	Statement of Harbour Improvements, shewing difference between contractors' claims and engineer's allowances . . . . .	10th January, 1882 . . . . .	201
27	21	Estimate of Peters, claims on final settlement . . . . .	Filed 7th June, 1894 . . . . .	205
28	22	Statement of account for wood and iron and stone wall . . . . .	Filed 7th June, 1894 . . . . .	206
29	26	Memo. of wood and iron in substructure . . . . .	" 7th June, 1894 . . . . .	209
30	27	Details of Bills 1, 3 and 4 of work not done, replaced by work on stone wall . . . . .	July, 1879 . . . . .	210
31	28	Engineers' calculations showing cost of stone face . . . . .	Filed 7th June, 1894 . . . . .	212
32	29	Copies of correspondence re stone wall . . . . .	31st May, 1877 . . . . .	213
33	30	Account of sub-contractors for stone wall . . . . .	22nd December, 1881 . . . . .	215
34	31	Statements made by Contractors' Engineers as to cost of stone wall . . . . .	. . . . .	216
35	32	Synopsis of work done from May 1877 to 30th June 1880, printed in Quebec Harbour Commissioners' Report for the year 1880 . . . . .	1879-1881 . . . . .	219
36	33	Correspondence between the contractors with the resident engineer, referring to change in northern cribwork . . . . .	{ 5th February, 1879, to 14th November, 1881 . . . . .	221
37	34	Letter, Resident Engineer to contractors . . . . .	19th December, 1878 . . . . .	226
38	35	Letter, Chief Engineers to contractors . . . . .	29th May, 1879 . . . . .	227
39	36	Letter, Resident Engineer to contractors . . . . .	17th October, 1877 . . . . .	227
40	37	Letter, Moore & Wright to Peters . . . . .	29th April, 1878 . . . . .	228
41	38	Letter, Moore & Wright to Peters . . . . .	2nd December, 1880 . . . . .	228
42	39	Letter, Moore to Peters . . . . .	28th September, 1886 . . . . .	229
43	40	Letter, Moore to Peters . . . . .	17th December, 1886 . . . . .	230
44	41	Copies of correspondence between Chief Engineer and Quebec Harbour Commission and Chief Engineer and Moore & Wright . . . . .	{ 19th April, 1886, to 20th April, 1887 . . . . .	230
45		Defendants' replication to special answer . . . . .	16th June, 1894 . . . . .	232
46		Plaintiff's objections to interrogatories on Commission to London . . . . .	. . . . .	234
47	No. 1	Defendants' Exhibit annexed to Commission—Detail of Final Certificate . . . . .	27th January, 1886 . . . . .	235

23 plan  
24 "  
25 "

No.	Exhibit Mark.	DESCRIPTION OF DOCUMENTS.	DATE.	Page
48	No. 1A	Defendants' Exhibit annexed to Commission— Detail of Final Certificate . . . . .	15th May, 1893 . . . . .	237
49		Interrogatories submitted to and answers given by Walter Robert Kinipple . . . . .	9th September, 1895 . . . . .	241
50		Cross Interrogatories submitted to and ans- wers given by W. R. Kinipple . . . . .	9th September, 1895 . . . . .	242
<i>Plaintiff's Evidence.</i>				
51		Deposition of James Woods . . . . .	7th December, 1895 . . . . .	261
52		“ St. George Boswell . . . . .	7th December, 1895 . . . . .	263
53		“ A. H. Verret . . . . .	7th December, 1895 . . . . .	274
54		Admission of Defendants with respect to letters <i>Plaintiff's Evidence.</i>	9th December, 1895 . . . . .	278
55		Deposition of Edward Moore . . . . .	9th December, 1895 . . . . .	278
56		“ Henry J. Peters . . . . .	10th December, 1895 . . . . .	322
57		“ F. Labbé . . . . .	12th December, 1885 . . . . .	356
58		“ I. Flamand . . . . .	12th December, 1895 . . . . .	359
59		“ F. Desruisseaux . . . . .	12th December, 1895 . . . . .	363
60		“ Albert H. Peters . . . . .	13th December, 1895 . . . . .	366
<i>Defendants' Evidence.</i>				
61		Deposition of A. H. Jacobs . . . . .	14th December, 1895 . . . . .	401
62		“ E. B. Cummings . . . . .	14th December, 1895 . . . . .	410
63		“ Edward Moore . . . . .	16th December, 1895 . . . . .	422
64		“ P. Malouin . . . . .	17th December, 1895 . . . . .	460
<i>Plaintiff's Evidence in Rebuttal.</i>				
65		Deposition of St. George Boswell . . . . .	17th December, 1895 . . . . .	461
66		“ Henry J. Peters . . . . .	18th December, 1895 . . . . .	462
67		“ Albert H. Peters . . . . .	18th December, 1895 . . . . .	469
68		Admission of facts . . . . .	7th December, 1895 . . . . .	473
69	At trial	Plaintiffs list of Exhibits filed at the trial . . . . .	11th February, 1896 . . . . .	474
70	A1	Engineers certificates . . . . .	{ 29th November, 1877 to 5th October, 1881 . . . . .	476
71	A2	5 receipts given by contractors to Q. H. C. . . . .	{ 12th September, 1879 to 15th June, 1882 . . . . .	513
72	A4	Report Resident Engineer to Quebec Har- bour Commissioners . . . . .	11th January, 1882 . . . . .	514
73	A5	Letter, Resident Engineer to Sec'y. Q. H. C. . . . .	19th December, 1881 . . . . .	517
74	A6	Letter, Resident Engineer to Sec'y. Q. H. C. . . . .	14th December, 1881 . . . . .	518
75	A7	Letter, Resident Engineer to Sec'y. Q. H. C., and statement referring to northern crib- work . . . . .	10th December, 1879 . . . . .	520
76	A8	Letter, Peters to Q. H. Commissioners . . . . .	31st December, 1879 . . . . .	522
77	A9	Letter, Peters, Moore & Wright to Q. H. C. . . . .	30th June, 1880 . . . . .	522
78	A10	Letter, W. R. Kinipple to Q. H. Com. . . . .	20th April, 1887 . . . . .	523
79	A11	Letter, Peters, Moore & Wright Q. H. C. . . . .	6th December, 1881 . . . . .	524
80	A12	Letter, Peters, Moore & Wright to Q. H. C. . . . .	9th November, 1881 . . . . .	524
81	A13	Letter, Kinipple & Morris to Q. H. Com. . . . .	29th April, 1886 . . . . .	525
82	A14	Copy of Resident Engineers Report on con- tractors claims . . . . .	11th January, 1882 . . . . .	526

duplicate of  
back of 41.

Same as 44

No.	Exhibit Mark.	DESCRIPTION OF DOCUMENTS.	DATE.	Page
	At trial			
83	A15	Copy of Resident Engineer's Report to Quebec Harbour Commissioners	12th October, 1880	529
84	A16	Notes on statements in Arbitration <i>re</i> Q. H. W.		531
85	A19	Copy of letter, Kinipple & Morris to A. H. Verret	15th April, 1885	532
86	A20	Copy of Letter, Kinipple & Morris to Peters, Moore & Wright	12th December, 1878	533
87	A21	Copy of Letter, Kinniple & Morris to A. H. Verret	4th February, 1886	533
88	A22	Copy of Letter, A. H. Verret to Kinipple & Morris	18th March, 1887	534
89	A23	Progress Estimates, Moore & Wright, prepared by contractors' Engineer	Filed 11th Feb. 1896	535
90	A24	Progress Estimates, Simon Peters, prepared by contractors' Engineers	Filed 11th Feb. 1896	549
91	A25	Statement in handwriting of A. Jacobs	Filed 11th Feb. 1896	562
92	A26	Letter, E. Moore to S. Peters	16th January, 1880-1885	564
93	A27	Letter, E. Moore to S. Peters	2nd June, 1885	565
94	A28	Letter, E. Moore to S. Peters	6th August, 1885	566
95	A29	Letter, E. Moore to S. Peters	22nd April, 1893	567
96	A30	Letter, Kinipple & Jaffrey to Peters, Moore & Wright	15th May, 1893	567
97	A31	Letter, W. R. Kinipple to Peters, Moore & Wright	15th May, 1893	567
98	A32	Letter, Moore & Wright to Peters	18th July, 1878	568
99	A33	Letter, Moore & Wright to S. Peters	2nd September, 1876	568
100	A34	Memo. of deductions from contract	11th February, 1896	568
101	A36	Memo. in handwriting of Col. Moore		569
102	A37	Memo. of calculations	11th February, 1896	569
103	A38	Calculations with respect to stone wall by A. H. Peters	11th February, 1896	569
104	A39	Estimates of work done	29th November, 1877	569
105	A40	Balance sheet Quebec Harbour Impts.	14th December, 1881	574
106	A40½	Certificate W. R. Kinipple	15th January, 1895	577
107	A41	Certificate Kinipple & Jaffrey	8th January, 1895	577
108	A42	Calculation	11th February, 1896	578
109	A43	Account Peters, Moore & Wright & Q. H. C.	11th February, 1896	579
110	A45	Letter, S. Peters to E. Moore	28th February, 1885	580
111	A46	Letter, S. Peters to <del>E. Moore</del> <i>Peters</i>	2nd March, 1885	580
112	A47	Letter, S. Peters to E. Moore	26th March, 1887	581
113	A48	Statement of amounts due S. Peters not included in Progress Estimates	11th February, 1896	582
114	A49	Statement of wood and iron in Bill 1 and 4 not done	11th February, 1896	585
115	A50	Memorandum of contents of masonry face	11th February, 1896	586
116	A51	Letter, S. Peters to Q. Har. Commissioners	8th August, 1887	587
117	A52	Letter, S. Peters to E. Moore	24th May, 1887	587
118	A53	Letter, S. Peters to E. Moore	4th March, 1886	588
119	A54	Factum in Queens Bench, Peters & Paquet	2nd June, 1879	588
120	A55	Letter, E. Moore to S. Peters	9th January, 1885	591
121	A56	Letter, E. Moore to S. Peters	24th September, 1883	592
122		Defendants List of Exhibits at the trial	20th January, 1896	593
123	B1	Letter, S. Peters to E. Moore	2nd February, 1884	595
124	B1	" S. Peters to E. Moore	1st May, 1884	596

No.	Exhibit Mark.	DESCRIPTION OF DOCUMENTS.	DATE.	Page
		At trial		
125	B1	Letter, S. Peters to E. Moore . . . . .	27th November, 1884 .	596
126	B1	“ S. Peters to E. Moore . . . . .	8th January, 1885 .	597
127	B1	“ S. Peters to E. Moore . . . . .	13th January, 1885 .	597
128	B1	“ S. Peters to E. Moore . . . . .	19th January, 1885 .	598
129	B1	“ S. Peters to E. Moore . . . . .	13th April, 1885 .	599
130	B1	“ S. Peters to E. Moore . . . . .	13th May, 1885 .	599
131	B1	“ S. Peters to E. Moore . . . . .	10th June, 1885 .	600
132	B1	“ S. Peters to E. Moore . . . . .	31st July, 1885 .	601
133	B1	“ S. Peters to E. Moore . . . . .	17th October, 1885 .	601
134	B1	“ S. Peters to E. Moore . . . . .	26th November, 1885 .	602
135	B1	Registry office receipt for letter addressed to Kinipple & Morris by Moore & Wright . . . . .	5th December, 1885 .	603
136	B1	Letter S. Peters to E. Moore . . . . .	24th December, 1885 .	603
137	B1	“ S. Peters to E. Moore . . . . .	4th January, 1887 .	603
138	B1	“ S. Peters to E. Moore . . . . .	30th March, 1887 .	604
139	B1	“ S. Peters to E. Moore . . . . .	13th May, 1887 .	604
140	B1	Draft letter addressed to chairman Q. H. C. . . . .	13th May, 1887 .	605
141	B1	Letter S. Peters to E. Moore . . . . .	9th April, 1889 .	605
142	B1	Letter S. Peters to E. Moore . . . . .	7th May, 1889 .	605
143	B1	“ S. Peters to E. Moore . . . . .	21st May, 1892 .	606
144	B2	Telegram S. Peters to E. Moore . . . . .	17th April, 1885 .	606
145	B3	Statement of account Peters, Moore & Wright and Quebec Harbour Commissioners . . . . .	Filed 20th Jan. 1896 .	607
146	B4	Statement of account S. Peters and Q. H. C. . . . .	8th January, 1891 .	609
147	B5	Letter S. Peters to E. Moore . . . . .	8th January, 1891 .	610
148	B6	Letter S. Peters to E. Moore . . . . .	12th February, 1891 .	610
149	B7	Copy of Bond, S. Peters to Moore & Wright . . . . .	10th March, 1891 .	611
150	B8	Statement of account S. Peters to Q. H. C. . . . .	20th January, 1896 .	612
151	B9	Letter S. Peters to Moore & Wright . . . . .	24th August, 1880 .	613
152	B10	“ S. Peters to E. Moore . . . . .	29th December, 1890 .	613
153	B11	“ S. Peters to E. Moore . . . . .	20th February, 1884 .	614
154	B11	Copy of telegram E. Moore to S. Peters . . . . .	Filed 18th Dec. 1895 .	614
155	A44	Plaintiff's Exhibit at trial.—Telegram E. Moore to S. Peters . . . . .	2nd March, 1885 .	614
156	B12	Defendants' Exhibit at trial . . . . .		
		Copy letter, Moore & Wright to S. Peters . . . . .	9th April, 1879 .	614
157	B13	Copy letter Resident Engineers to Peters, Moore & Wright . . . . .	22nd July, 1879 .	615
158	B14	Letter S. Peters to Moore & Wright . . . . .	26th August, 1879 .	615
159	B15	“ Moore & Wright to Simon Peters . . . . .	26th August, 1879 .	616
160	B16	“ Moore & Wright S. Peters . . . . .	2nd September, 1878 .	616
161	B17	“ Simon Peters to Moore & Wright . . . . .	2nd September, 1878 .	616
162	B18	“ Moore & Wright to S. Peters . . . . .	23rd August, 1879 .	617
163	B18A	Account Moore & Wright to S. Peters . . . . .	1880 .	617
164	B19	“ Moore & Wright to S. Peters . . . . .	6th June, 1878 .	618
165	B20	Letter S. Peters to Moore & Wright . . . . .	12th October, 1880 .	619
166	B21	Copy of letter Moore & Wright to S. Peters . . . . .	7th October, 1880 .	619
167	B22	Letter E. Moore to S. Peters . . . . .	29th March, 1878-1887 .	620
168	B23	Letter S. Peters to Moore & Wright . . . . .	26th March, 1887 .	621
169	B24	Calculations by Plaintiff with respect to Bills of Quantities . . . . .	{ 16th October, 1877 to { 22nd August, 1882 .	622
170	B25	Cheques and Statement of account <i>in re</i> Paquet <i>vs.</i> Peters <i>et al.</i> , . . . . .	{ 27th July, 1877 to { 16th September, 1879 .	628

duplicate of  
A 47

No.	Exhibit Mark.	DESCRIPTION OF DOCUMENTS.	DATE.	Page
	At trial			
171	B26	H. Peters' calculation of quantities of concrete in quay wall . . . . .	Filed 20 Jan. 1896 . . . . .	629
172	B28	Cheques of Moore & Wright in favour of J. V. Browne . . . . .	{ 30th August, 1882 to 1 8th May, 1888 . . . . .	629
173	B29	Cheque, E. Moore to W. Pilkington . . . . .	29th June, 1884 . . . . .	630
174	B30	Letter, W. Cook to Moore & Wright . . . . .	5th June, 1879 . . . . .	631
175	B30	Cheque, Moore & Wright to W. Cook . . . . .	7th June, 1879 . . . . .	631
176	B30	Cheque, Moore & Wright to W. Cook . . . . .	23rd December, 1879 . . . . .	631
177	B30	Account, Peters, Moore & Wright to W. & A. H. Cook . . . . .	22nd December, 1888 . . . . .	631
178	B30	Receipted account, Peters, Moore & Wright and W. & A. H. Cook . . . . .	25th July, 1893 . . . . .	632
179	B30	Letter, W. Cook to E. Moore . . . . .	25th July, 1893 . . . . .	632
180	B31	Account, Peters, Moore & Wright with Hon. J. G. Bossé . . . . .	15th January, 1890 . . . . .	633
181	B31	Letter, J. I. Lavery to E. Moore . . . . .	15th January, 1890 . . . . .	635
182	B31	Order, E. Moore on Quebec Harbour Commissioners . . . . .	3rd February, 1890 . . . . .	635
183	B32	Letter, E. Moore to S. Peters . . . . .	27th May, 1887 . . . . .	635
184	B34	Writ and declaration, Peters, Moore & Wright vs. Quebec Harbour Commissioners . . . . .	20th December, 1883 . . . . .	636
185	B35	Bill of particulars filed with above action . . . . .	3rd January, 1884 . . . . .	639
186	B36	Writ and declaration, Peters, Moore & Wright vs. Quebec Harbour Commissioners . . . . .	19th August, 1886 . . . . .	642
187		Report of accountant J. L. Welch . . . . .	25th June, 1896 . . . . .	648
188		Judgment of Superior Court . . . . .	30th June, 1896 . . . . .	649
189		Mr. Justice Routhier's reasons for Judgment . . . . .	30th June, 1896 . . . . .	652
190		Transcript of proceedings in the Superior Court returned with the Record on the Appeal to the Court of Queen's Bench, from 16th October 1893, to 4th July, 1896 . . . . .	. . . . .	658
191		Appellants' Factum in Court of Queen's Bench . . . . .	23rd November, 1896 . . . . .	667
192		Respondent's Factum, Court of Queen's Bench . . . . .	27th November, 1896 . . . . .	713
193		Judgment of Court of Queen's Bench . . . . .	29th March, 1897 . . . . .	725
194		Chief Justice Sir A. Lacoste's Reasons for Judgment . . . . .	. . . . .	729
195		Judgment allowing Appeal to Her Majesty . . . . .	3rd June, 1897 . . . . .	735
196		Bail-Bond on Appeal to Her Majesty . . . . .	12th June, 1897 . . . . .	736
197		Transcript of Proceedings in the Court of Queen's Bench . . . . .	{ 10th July, 1896 to 1 14th June, 1897 . . . . .	738
198		Consent as to omission of documents and printing of record . . . . .	15th November, 1897 . . . . .	741
199		Certificate of Clerk of Appeals . . . . .	. . . . .	743
200		Certificate of Chief Justice . . . . .	. . . . .	744

There was no  
Ex. B 27

B. 33  
not printed.

# In the Privy Council.

## ON APPEAL FROM THE COURT OF QUEEN'S BENCH, FOR THE PROVINCE OF QUEBEC (APPEAL SIDE.)

BETWEEN

EDWARD MOORE AND AUGUSTUS R. WRIGHT,  
*(Defendants) Appellants,*

AND

SIMON PETERS, . . . . . *Plaintiff;*

AND

DAME ELIZA JANE LAMOUREUX, of the City of Quebec,  
widow of the late Simon Peters; Henry Joseph Peters, Albert  
Hyacinth Peters, Joseph Bernard Peters and Martial Chevalier,  
Executors; and Dame Eliza Jane Lamoureux, Universal Usufruc-  
tuary Legatee. *(Plaintiffs in continuance of suit) Respondents.*

### RECORD OF PROCEEDINGS.

CANADA ;  
PROVINCE OF QUEBEC, }  
District of Quebec. }

No. 2453.

Simon Peters, . . . . . *Plaintiff;*

*vs.*

Edward Moore *et al.*, . . . . . *Defendants.*

TO THE SUPERIOR COURT SITTING IN THE DISTRICT OF QUEBEC :

The Plaintiff in the annexed Writ named and described, complains of the Defendant therein named and described and respectfully represents :

1. By deed executed at Quebec before Angers, Notary Public, on the second of May, eighteen hundred and seventy-seven the Plaintiff and the Defendants, Edward Moore and Augustus R. Wright, entered into a contract with the Quebec Harbour Commissioners, a body politic and corporate having its principal office in the City of Quebec, whereby they undertook to construct for the said Harbour Commissioners upon the property of the latter in the City of Quebec, at the mouth of the River St. Charles, all the works described in the specifications, bills

RECORD.

*In the  
Superior  
Court.*

No. 1

Declaration  
16th Oct.  
1893.

RECORD.

In the  
Superior  
Court.

No. 1  
Declaration  
continued—

of quantities, forms of tender and also in the supplementary particulars and supplementary tender annexed to the said deed and mentioned therein, such works to be in accordance with the drawings therein also mentioned and with such others as should be from time to time supplied by the Engineers of the Quebec Harbour Commissioners, and also in accordance with the various clauses and conditions set out in the said documents.

2. That in and by the said Deed it was further specified that the Quebec Harbour Commissioners, should be entitled to substitute a stone wall backed with concrete in lieu of the timber face and fine concrete as set out in the said plans and specifications and that if such substitution were made the said Harbour Commissioners should pay for the same as extra work to wit: pay the Contractors to wit: the Plaintiff and the said Moore and Wright for the said wall, the sum of twenty-one thousand nine hundred and forty dollars and sixty-one cents (21,940.61), including two and three quarter cents per square foot for rough bouchard work on face of wall, the whole as set forth in the said contract and in the specification B appended thereto and herewith produced.

3. That the foregoing contract was so made in consideration of the bulk sum of five hundred and fifty-four thousand two hundred and ninety-six dollars and thirty-one cents (554,296.31) to be paid by the said Quebec Harbour Commissioners.

4. That by the said forms of tender, specifications and particulars, copies of which are herewith produced, it was further stipulated and agreed that the said Engineers should be entitled with regard to all the works therein specified, to make all such modifications as they might deem necessary by adding to or omitting certain of the works, or by otherwise altering them, and that the said contractors to wit: the said Plaintiff and the said Moore and Wright should be bound to follow the instructions they might so receive and to comply with them on all points, and that for such works so changed and modified, they the Contractors should be paid at the rate of the various prices specified in the schedules and terms of the contract and should be bound to execute such works so changed for such prices in, the manner and as the whole will appear on reference to the said contract, the said specifications, bills of quantities, forms of tender, schedules, plans and other documents specified in the said contract, an authentic copy of which is herewith produced as forming part hereof. That subsequently, on the fourth day of May eighteen hundred and seventy-seven, in pursuance of a previous understanding, the said Plaintiff and the said Edward Moore and Augustus R. Wright entered into a Deed of agreement before John Strang, Esquire, Notary Public at Quebec, which Deed is in the language following:

"On the fourth day of May in the year of Our Lord one thousand eight hundred and seventy-seven.

Before the undersigned Notary Public, duly commissioned and sworn in and for the Province of Quebec in the Dominion of Canada and residing at the City of Quebec in the said Province, personally came and appeared Simon Peters, of the said City of Quebec, Esquire, Contractor, of the first part:

And Edward Moore and Augustus R. Wright both of the City of Portland, in the State of Maine, one of the United States of America, Esquires, Contractors,

*Plff. Sy. No 3*

*Moore Sw.*

*P. 297 l. 18*

*Albert Peters Sw.*

*P. 367 l. 40*

using trade in co-partnership under the name style and firm of Moore and Wright of the second part : Which said parties hereto of the first and second parts between whom there exists no partnership or community of profits, have in the presence of the undersigned Notary covenanted and agreed together in manner following that is to say :

RECORD.

In the Superior Court.

No. 1 Declaration continued—

Whereas the said parties have entered into a certain contract with the Quebec Harbour Commissioners by Deed passed before Mtre. E. J. Angers, Notary Public, bearing date the second day of May instant, for the construction or execution of certain Harbour improvements in the Harbour of Quebec in which said Deed the said Simon Peters, Edward Moore and Augustus R. Wright are associated in the contract thereby entered into, and in the execution of the said works but without any partnership existing between the said Simon Peters and the said Edward Moore and Augustus R. Wright as aforesaid. Now, therefore, these presents and I the said Notary witness that it hath been and is hereby agreed by and between the said parties hereto that the said proposed works shall be executed by the said parties to these presents in the proportions hereinafter mentioned and that the said works shall be paid for that is to say that the said parties shall be entitled to participate in the monies to be received from the said Quebec Harbour Commissioners under the said contract as hereinafter set forth.

Of which said works the said Simon Peters hereby undertakes to execute and perform all the timber and iron work and pitching of outer slopes and forming of roadway in accordance with the specification, bills of quantities and form of tender and conditions therein contained and with the supplementary particulars and supplementary tender annexed to the said deed and also in accordance with the drawings numbered one to twenty-one and twenty-one A and twenty-two, inclusive prepared by Messrs. Kinipple & Morris, Engineers, of the said Quebec Harbour Commissioners, referred to in the said Deed and signed by the parties and intervening parties thereto and by the said Mtre. E. J. Angers, Notary, and in accordance with all other future working drawings which the said Engineers may consider necessary from time to time in the carrying out of the said proposed works; the said specification, bills of quantities and form of tender and conditions therein contained and supplementary particulars and supplementary tender as modified by the said Deed and as modified by certain certified marginal notes added thereto and words and numerals struck out therefrom and also certified, annexed to the said Deed and initialed by the parties and intervening parties thereto and by the said E. J. Angers, Notary.

Which said works the said Simon Peters did and doth hereby promise, bind and oblige himself, his heirs and assigns to complete and finish in a good, substantial and workmanlike manner, to the satisfaction of the said Quebec Harbour Commissioners and of their Engineers aforesaid within the time specified in the said main contract, to wit: within forty-one months from the date of the said contract in such sort that the said Moore and Wright be subjected to no delay or loss by the said Simon Peters by reason of the non completion within the time above specified or bad or imperfect execution of the said works so to be executed by the said Simon Peters as his portion of the said works so contracted

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —

No. 1  
 Declaration  
 continued—

for as aforesaid ; and further, the said Simon Peters shall keep them the said Moore and Wright harmless and indemnified of and from all loss which they might sustain from any default which might be made by him the said Simon Peters in meeting all or any engagements by him entered into either with the said Quebec Harbour Commissioners or others and whether the same be incidental to the said main contract or otherwise however.

And on their part the said Moore & Wright hereby promise, bind and oblige themselves, their heirs and assigns to execute their portion of the said proposed works to wit, all the works contracted for as aforesaid under the aforesaid deed, save and except those hereby specially undertaken by the said Simon Peters. 10

Which said works the said Moore & Wright shall execute and complete in a good, substantial and workmanlike manner to the satisfaction of the said Quebec Harbour Commissioners and of their said Engineers, and in accordance with the said specification, bills of quantities and form of tender and conditions therein contained and supplementary particulars and supplementary tender as modified, certified and annexed to the said main Contract as aforesaid and in accordance with the said drawings numbered one to twenty-one and twenty-one A, and twenty-two inclusive and identified as aforesaid and in accordance with all other future working drawings which the said Engineers may consider necessary from time to time in the carrying out of the said proposed works. 20

Which said works the said Moore & Wright did and do hereby promise-bind and oblige themselves, their heirs and assigns to complete and finish as aforesaid within the time specified in the said main contract to wit, within forty-one months from the date thereof in such sort that the said Simon Peters be subjected to no delay or loss by the said Moore & Wright by reason of the non completion within the time above specified or bad or imperfect execution of the said works so to be executed by the said Moore & Wright as their proportion of the said works so contracted for as aforesaid.

And further, the said Moore & Wright shall keep the said Simon Peters harmless and indemnified of and from all loss which he might sustain from any default which might be made by them the said Moore & Wright in meeting all or any engagements by them entered into either with the said Quebec Harbour Commissioners or others and whether the same be incidental to the said Main Contract or otherwise howsoever. 30

And it is hereby agreed by and between the said parties to these presents, that they the said parties to these presents shall be paid by the said Quebec Harbour Commissioners for their aforesaid works as the same shall progress, in accordance with the schedules of prices annexed to the said Main Contract and upon the certificates to be granted to the said parties hereto by the Resident Engineer for the time being of the said Quebec Harbour Commissioners ; and in consideration of the said Simon Peters having associated the said Moore & Wright with him the said Simon Peters in the said Main Contract, he the said Simon Peters shall be entitled to received from the said Moore & Wright and they the said Moore & Wright hereby bind and oblige themselves, their heirs and assigns to pay him the said Simon Peters a sum of five thousand dollars current money of Canada, payable in gold on the day of the final settlement with the said Quebec 40

Harbour Commissioners in regard to the said Main Contract in addition to all monies which the said Simon Peters may be entitled to receive from the said Quebec Harbour Commissioners under and in virtue of the said Main Contract.

RECORD.  
—  
In the  
Superior  
Court.  
—  
No. 1  
Declaration  
*continued—*

And it is hereby agreed by and between the said parties to these presents that with respect to all plant which may be required in the execution of the said works the same shall be furnished by the said parties respectively and at their own cost and expense, in such sort that the said Simon Peters shall supply, purchase, obtain and preserve at his own cost and expense all the plant that may be necessary in the execution of his aforesaid portion of the said proposed works  
10 and shall in no manner be obliged to supply or preserve the plant or any portion thereof which may be necessary in the execution of the portion of the said works hereby undertaken by the said Moore & Wright (save and except that portion of the temporary screens hereinafter mentioned.) And that the said Moore & Wright shall supply, purchase, obtain and preserve at their own cost and expense all the plant that may be necessary in the execution of their aforesaid portion of the said proposed works and shall in no manner be obliged to supply or preserve the plant or any portion thereof which may be necessary in the execution of the portion of the said works hereby undertaken by the said Simon Peters: And it is  
20 further agreed by and between the said parties to these presents with respect to the aforesaid plant so to be furnished and supplied by the said parties respectively as aforesaid, that the same shall appertain and belong exclusively to the party or parties who shall have supplied or furnished the same and shall so appertain and belong not only during the progress of the said proposed works, but also after their completion; it being hereby understood and agreed that the said parties respectively shall not be entitled to a lien of any kind or description on the plant so to be supplied or furnished by the other of the said parties respectively.

And whereas it is stipulated in and by the said Main Contract with the said Quebec Harbour Commissioners that the said proposed works shall be maintained  
30 and preserved at the cost and expense of the said Simon Peters, Edward Moore and Augustus R. Wright, for the space and term of twelve months after the final completion of the same and the acceptance thereof by the said Quebec Harbour Commissioners and their Engineers or words to the like effect, it is therefore hereby agreed by and between the said parties to these presents, that the said parties respectively shall be liable for the cost and expense of maintaining and preserving only such of the said proposed works as they shall have respectively undertaken to construct or execute under these presents and shall in no wise be liable or responsible for the cost and expense attending the maintenance and preservation of the works undertaken to be done and performed by the other of  
40 the said parties respectively under these presents.

And it is hereby further agreed upon, that with respect to any incidental expenses attending the said works which have hitherto been unanticipated or unprovided for, the same shall be borne by the said parties to these presents pro rata to the value (to be established by the schedule of prices annexed to the said main contract) of the amount of works to be by them respectively executed under this contract. It is hereby agreed that the temporary boarding at the end of the crib work blocks and the two temporary braces shewn in the same shall be removed by the said Moore and Wright at their expense.

*see also B19/6618*

*see memo of cost at contract  
Exhibit 13 of 193. M 383.427.35  
P 145 868 76*

RECORD.

*In the  
Superior  
Court.*No. 1  
Declaration  
continued—

And whereas it hath been stipulated in and by the said Main Contract that it shall be optional with the said Quebec Harbour Commissioners to demand that a certain wall mentioned in the specification lettered B, and annexed to the said Main Contract be faced with stone, it is hereby agreed that should the Quebec Harbour Commissioners decide that the same shall be done the said Simon Peters shall execute the said work at the rates set forth in the said specification lettered B; and annexed to the said Main Contract, but in the event of the said work being so performed or executed by the said Simon Peters, neither he the said Simon Peters nor the said Moore and Wright shall have any claim against each other respectively by reason of the deduction caused by such 10 modification in the mode of constructing the said wall from the gross amount of the work by them respectively undertaken.

And whereas the said Moore and Wright will in the execution of their proportion of the said proposed works require certain temporary screens of timber to protect their said works, it is hereby agreed by and between the said parties that the said Simon Peters shall gratuitously furnish the suitable timber necessary to the construction of the said screens, which said screens however shall be constructed at the expense of the said Moore and Wright and the timber used in their construction or so much thereof as shall not have been lost, shall on the completion of the said works revert to the said Simon Peters and be considered 20 as his property, and it is hereby agreed that the said Moore and Wright shall furnish and the said Moore and Wright hereby bind and oblige themselves to furnish within six weeks from the day of the date hereof to the said Simon Peters a legal and valid personal bond whereby two or more sureties shall bind themselves towards the said Simon Peters in the sum of forty thousand dollars for the due and proper execution and completion within the aforesaid specified time of forty-one months from the second day of May instant by the said Moore and Wright of their proportion of the said proposed works, such bonds as aforesaid to be subject to the revision and approval of such legal Counsel residing in the City of Portland as the Canadian Counsel of the said parties respectively may 30 select, and in default of the said Moore and Wright fulfilling the aforesaid stipulation to furnish the said securities by bond to the said Simon Peters within the said specified time of six weeks from the day of the date hereof, they the said Moore and Wright do hereby consent and agree to forfeit as liquidation damages and not as penalties the sum of ten thousand dollars for the recovery of which said last mentioned sum the said Simon Peters shall be at liberty to institute legal proceedings against the said Moore and Wright forthwith upon the said Moore and Wright making such default as last aforesaid.

And finally it is hereby agreed that all disagreements and disputes which may arise between the said parties to these presents concerning the said proposed 40 works or arising from any thing contained in the Main Contract or omitted therefrom or in these presents contained (save and except the above provisions regarding bonds and securities) or omitted therefrom and which cannot be amicably settled between the parties hereto without the assistance of third parties, shall be referred to the award arbitrament, final end and determination of any two Arbitrators or Amiables Compositeurs to be indifferently chosen by the said parties hereto respectively, and should such Arbitrators or Amiables Compo-

siteurs fail to arrive at a decision and settlement of the matter or matters in dispute the same shall be submitted by such Arbitrators as aforesaid to the consideration conjointly of an Umpire to be indifferently chosen by such Arbitrators as aforesaid and the award of the majority of such Arbitrators and Umpire with them the said Arbitrators shall be final, conclusive and binding upon all parties to these presents, provided that the same shall be given in writing within ninety days from the appointment of such Umpire as aforesaid, and in default of either of the said parties hereto submitting to such award so given as aforesaid the said party or parties so refusing to submit himself or themselves to such award shall forfeit to the other of the said parties willing to accept of and abide by such award as aforesaid the sum of five hundred dollars.

RECORD.  
—  
*In the  
Superior  
Court.*  
—  
No. 1  
Declaration  
continued—

Thus done and passed at the said city of Quebec, in the office of John Strang, the said Notary, on the day and year first before written under the number eleven hundred and twenty-eight.

In faith and testimony whereof the said parties to these presents have hereunto set and subscribed their names and signatures in the presence of the said Notary also hereunto subscribing, these presents having been first duly read.

“ Signed ”      SIMON PETERS,  
                         EDWARD MOORE,  
                         AUGUSTUS R. WRIGHT,  
                         JOHN STRANG, N. P.

20

A true copy of the original hereof remaining of record in my office “ John Strang,” N. P.

That as appears by the Deeds above cited the same were entered into in pursuance of a tender made by the Plaintiff who deemed it expedient with the approval of the Quebec Harbour Commissioners and for and in consideration of the sum or bonus of five thousand dollars to associate with him, the Plaintiff, in the said contract the Defendants Edward Moore and Augustus R. Wright. That immediately after the signing of the contracts above alleged the Contractors to wit: the Plaintiff and Moore and Wright did forthwith commence and proceed with the construction of the said works, but that from time to time as the said works progressed the said Engineers with the authority of the Commissioners and as permitted by the said Contract did add to, modify and alter, the said plans and quantity and quality of the works to be constructed, and by their orders compelled the construction of works other than and in addition to those detailed in the Contract.

The Plaintiff specially alleges that the said Commissioners availed themselves of their right under the said Contract to substitute a stone wall backed with concrete in lieu of the timber face and fine concrete as set out in the said plans and specifications.

That the said Works so contracted to be done and performed were done and performed by the said contractors Peters, Moore & Wright, with the alterations, additions, modifications ordered by the said Engineers, at the instance of the said Harbour Commissioners, and after their completion the said works were received and accepted by the said Commissioners in the fall of eighteen hundred and eighty-one (1881).

# Final Certificate *F. Heby, 1886.*

RECORD. That subsequently the said Engineers to wit: Messieurs Kinipple & Morris,  
 drew up their final Certificate of the said works in the words following:

*In the  
 Superior  
 Court.*  
 No. 1  
 Declaration  
 continued—

2 Westminster Chambers,  
 London, L. W. and Greenock N. B.  
 4th February, 1886.

Harbour Improvement Works, Louise Embankment,  
 Contract No. 1.  
 Final certificate.

We hereby certify that Messrs Peters, Moore & Wright, are entitled to a final payment under their Contract of the sum of fifty two thousand and eleven 10 dollars.

Signed KINIPPLE & MORRIS.

That the said Engineers also delivered to the said Peters, Moore & Wright, the detailed statement upon which the said final Certificate was based, which detailed statement is as follows.

Quebec Harbour Works.  
 Final Certificate.  
 27th January, 1886.

ITEM.

✓	Amount of Contract or tender.....	\$529,296 31	
	ADDITIONAL WORK:		
	In four 40 ft. lengths of North Quay of South Tidal Harbour.....	2. \$19,324 00	
	In stone wall and rough Bouchard to same.....	3. 21,940 61	
	Return stone wall at Ballast Wharf.....	4. 89 56	
	Two tablets and stones.....	5. 300 00	

BILL No. 1.

	Excess of timber and bolting in one crib of 49 ft. tidal Harbour.....	6. \$8,186 17	
	Planking, scantling and bolts forming counterforts to wet Dock 55 cribs.....	7. 3,822 50	
	Widening shoal cribs, bolting same to piles.....	8. 1,846 35	
	Extra length of 6" to piles wet Dock.....	9.	
	Crib work at ballast wharf.....	10. 5,219 56	
	Entremise filling to face of embankment between the fenders.....	11. 194 03	
	Gas House crib work extra for length and excavating Extra in superstructure (amount claimed \$1,232.90) but struck out.....	12. 1,232 90	
	Substructure between ballast wharf and gas house per Engineers Certificate.....	13.	40
	Superstructure Northern crib work.....	14. 16,088 90	
	Piling at angle ballast wharf.....	15. 58,059 33	
	Piling at change of slope.....	16. 1,143 07	
	Return crib and piling at return end wet dock.....	17. 624 65	
	Bollard boxes No. 85.....	18. 304 27	
		19. 1,617 12	

	25 barrels of Portland cement.....	20.	88 75
	Dredging as per contract 241.723 cub. yds. in tidal basin extra dredging.....	21.	60,430 81
	Dredging 2925 cub. yds. for crib work, block and ballast wharf.....	22.	731 25
	For stone, clay and fine ballast as per contract allowed by Engineers.....	23.	38,083 05
	Concrete, 16 to 1, in foundation wet dock cribs.....	24.	11,485 80
	Concrete from deep to shoal cribs.....	25.	1,068 75
10	Concrete return end wet dock substructures.....	26.	713 50
	Return end concrete in superstructure.....	27.	402 04
	Angular block ballast wharf.....	28.	500 00
	Timber and labour used in making return at South wet Dock and extra dredging.....	29.	100 00
	Cubic yards in concrete in rear of stone wall tidal basin	30.	22,041 00
	Cubic yards in concrete in rear of stone wall wet dock	31.	35,556 40
	Cubic yards in concrete in rear of stone wall wet dock understated in bills of quantities or error.....	32.	4,180 00
20	Sum allowed for washing in of sand in dredging trenches.....	33.	5,000 00
	Use of dredge testing foundations.....	35.	500 00
	Boulders placed at toe of slope (as agreed).....	34.	375 00
	Labour in preparing for reception of Princess Louise.	36.	750 00
	Boarding back of concrete.....	37.	5,000 00
	Pile or stub foundations..	38.	4,378 65
	Allowance for fender partly constructed.....	39.	1,038 00
			<hr/>
			\$332,416 22
	Amount of contract.....		529,296 31
30			<hr/>
			\$861,712 53
	Less clerical error and dredging under tidal cribs....		34,472 00
			<hr/>
			\$827,240 53
	Deductions as agreed with contractors in Quebec....		116,104 32
			<hr/>
			\$711,136 21
	Less removal of sand left on Louise Embankment...		13,326 00
			<hr/>
40			\$697,810 21
	Amount received on account.....		645,799 00
			<hr/>
	Balance due to Contractor.....		\$52,011 21

RECORD.  
 —  
*In the Superior Court.*  
 —  
 No. 1  
 Declaration continued—

The above is a copy of the detailed statement upon which our final certificate dated 4th February, 1886, is based.

WALTER ROBERT KINIPPLE,  
 For the late firm of Kinipple & Morris, 5th January, 1887.

RECORD.

*In the  
Superior  
Court.*

No. 1  
Declaration  
*continued—*

That the said detailed statement and final certificate were not satisfactory to the said Peters, Moore & Wright, especially the deductions made in the said statement as follows :

Less clerical error on dredging under tidal crib.....\$34,472 00  
Less removal of sand left on Louise Embankment.....\$13,326 00

That the said Plaintiff and the said Moore & Wright, brought suit before this Court against the Quebec Harbour Commissioners for the balance claimed by them which suit was finally decided in Appeal by the Supreme Court of Canada, by the judgment of which Court pronounced on the seventeenth day of January, eighteen hundred and ninety-two, the Quebec Harbour Commissioners 10 were condemned to pay unto the said Plaintiff and Moore & Wright, the sum of eighty-seven thousand four hundred and sixty-eight dollars and seventy-one cents (\$87,468.71), with interest thereon at six per centum per annum from the fourth day of February, eighteen hundred and eighty-six, a copy of which Judgment is herewith produced, which said sum comprised the total balance of the said detailed statement namely: Fifty-two-thousand and eleven dollars and twenty-one cents (\$52,011.21), with the addition thereto of the sum of thirty-one thousand and fifty dollars which has been wrongfully deducted for a supposed clerical error and with the addition also of the further sum of four thousand four hundred and seven dollars and fifty cents (\$4407.50), on the last 20 mentioned item respecting the removal of sand left on Louise Basin making the total amount of the said Judgment as above stated.

That subsequently, on the twenty-ninth of October eighteen hundred and ninety-two, the following agreement was entered into between the Quebec Harbour Commissioners and all the parties to this suit the Plaintiff and the Defendants Moore & Wright, which agreement is couched in the following language, to wit :

*Peters Ex. No 5*

“ This agreement made this twenty-ninth day of October 1892, between Simon Peters of the City of Quebec, Contractor, party of the one part, and Messrs. Moore & Wright of the City of Portland in the State of Maine, herein 30 represented by Edward Moore, one of the partners in the said firm, parties of the second part.

Whereas on the seventeenth day of November 1891, in a certain cause in which the said Simon Peters, Edward Moore and Augustus R. Wright were Plaintiffs and the Quebec Harbour Commissioners were Defendants, the Supreme Court of Canada rendered Judgment in favour of the said Plaintiffs for the sum of eighty-seven thousand four hundred and sixty-eight dollars and seventy-one cents, with interest at the rate of six per cent from the fourth day of February eighteen hundred and eighty-six.

And whereas the said Harbour Commissioners having certain offsets against 40 the said judgment, amounting to the sum of thirty thousand dollars and interest, paid one half to the said Simon Peters, and the other half to the said Messrs. Moore & Wright pending the suit, have deducted the same from the amount of the said judgment.

And whereas since the rendering of the said judgment the said Commissioners have agreed to pay certain orders drawn on the amount thereof, one in favour of the Estate Samson for eight thousand dollars, another in favour of the

Bank of Montreal for seven thousand dollars, both for and on account of the said Simon Peters and another in favour of Mr. Justice Bossé for one thousand eight hundred and seventy-one dollars and fifty cents the aggregate amount whereof, namely sixteen thousand eight hundred and seventy-one dollars and fifty cents, they have also deducted from the said judgment.

RECORD.

In the  
Superior  
Court.

No. 1  
Declaration  
continued—

And whereas the said Commissioners have paid the balance of taxable costs by them due under the Judgment, to wit, the sum of eight hundred and forty-one dollars and forty-seven cents, and the balance remaining due thereunder has been established at the sum of sixty-eight thousand nine hundred and seventy-  
10 two dollars and ninety-five cents (\$68,972.95.)

And whereas the parties to this agreement being interested in the amount of the judgment have not yet determined their respective shares on the amount thereof and in the expenses and liabilities connected with the contract and with the law-suit in which such judgment was rendered.

THE AGREEMENT WITNESSES.

1. The parties of the first and second part hereby consent and agree on receipt of the sum of sixty-eight thousand nine hundred and seventy-two dollars and ninety-five cents, to join in a discharge to the Quebec Harbour Commissioners for the amount of the said Judgment and costs.

20 2. The said sum of sixty-eight thousand nine hundred and seventy-two dollars and ninety-five cents, shall be paid by the said Harbour Commissioners into the Union Bank of Canada, to the credit of Simon Peters, and Messrs. Moore & Wright jointly, to remain there at interest at four per cent as a special deposit until the respective shares of the parties to this agreement are finally established.

No cheque or cheques shall be drawn against such deposit or accepted by the Bank, to which a copy of this agreement shall be communicated, unless such cheque or cheques bear the signatures of all the parties hereto either personally or by Attorney.

30 In witness whereof the parties have hereunto set their hands and seals at the City of Quebec, on the day and year first above mentioned, in duplicate.

Signed in the presence of William Cook, of Quebec, Advocate.

SIMON PETERS,  
MOORE & WRIGHT,  
By Edward Moore.

That in pursuance of the agreement last mentioned the said sum of sixty-eight thousand nine hundred and seventy-two dollars and ninety-five cents (\$68,972.95), was forthwith after the signing of the last mentioned agreement deposited by the Quebec Harbour Commissioners in the Union Bank of Canada,  
40 pursuant to the said agreement where the same now is and by the said agreement is to remain as a special deposit until the respective shares of the parties to the said agreement are finally established.

That the said Defendants Moore & Wright neglect, fail and refuse to consent to the payment of the Plaintiff of his share of the said monies and neglect, fail and refuse to make any statement of their own share in the said monies.

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —

No. 1  
 Declaration  
 continued—

That the Plaintiff herewith produces an account and statements annexed shewing and establishing in detail the amount of his share of the monies, so deposited.

That the Plaintiff in this cause did in all respects, conform to the contracts hereinabove cited and did perform all his obligations thereunder and did do and perform all the works and furnish all the materials pursuant to his contract with Defendants Moore & Wright bearing date on the fourth day of May eighteen hundred and seventy-seven, and he the Plaintiff specially alleges that the stone wall above mentioned backed with concrete in lieu of the timber face and fine concrete was wholly built by him, and all materials furnished by him at a total cost of seventy-seven thousand three hundred and seventy-eight dollars and fifty cents (\$77,378.50), the whole as shewn in the statement herewith produced, and the Plaintiff also specially alleges that he did do and perform all the works mentioned in the items 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 and 39 of the said detailed statement of the said engineers, and furnished all the materials for all the work mentioned and detailed in the statements and account herewith produced, being the particulars of his demand, which statement account and particulars the Plaintiff calls upon the Defendants Moore & Wright to admit and accept as a true and faithful account of the works done and performed by the Plaintiff under the said contracts. 10

That under the terms of the said agreement bearing date on the fourth day of May eighteen hundred and seventy-seven the said Defendants Moore & Wright, in consideration of the said Plaintiff having associated them with him the said Plaintiff in the said Main Contract bound and obliged themselves to pay him the said Plaintiff a sum of five thousand dollars on the day of the final settlement with the Quebec Harbour Commissioners in regard to the said Main Contract, in addition to all monies which the said Plaintiff might be entitled to receive from the Quebec Harbour Commissioners under and in virtue of the said Main Contract, as the whole will appear by the said contract. 20

That notwithstanding their said contract the said Defendants have neglected, refused and failed to pay over to the said Plaintiff the said five thousand dollars which he the said Plaintiff is entitled to receive from them with interest, and neglect and refuse to establish their share of the said sum deposited in the said Bank and refuse to acknowledge the amount of the Plaintiff's share of the said deposit, and refuse to permit the Plaintiff to draw out of the said Bank in the way provided by the said agreement any sum of money whatever. That the Plaintiff is entitled to have and receive more than the one half of the said sum so deposited to wit: The Plaintiff is entitled to have and receive out of the said deposit the sum of thirty-eight thousand five hundred and thirty-two dollars and fifty-five cents, (\$38,532.55) the whole as shewn in detail in the particulars of the said amount produced herewith. That the Commissioners paid the Plaintiff and the said Moore & Wright in full of all the works executed by them under the said contract together with all additions and modifications made thereto, the total sum of seven hundred and thirty-two thousand three hundred and sixty-seven dollars and eighty-six cents (\$732,367.86) as and for the price of the said works without interest, together with a further sum of twenty-eight thousand three hundred and seventy-five dollars and seventy-four cents (\$28,375.74), for 30 40

interest of the sum of eighty-seven thousand four hundred and sixty-eight dollars and seventy-one cents (\$87,468.71) from the fourth day of February eighteen hundred and eighty-six to the twenty-fifth October one thousand eight hundred and ninety-two, as and for the sum settled by the said Judgment of the Supreme Court, of which said sum the Plaintiff received two hundred and sixty-seven thousand four hundred and fifty-one dollars and ninety-six cents (\$267,451.96), and the said Moore & Wright received four hundred and twenty thousand three hundred and forty-seven dollars and forty-eight cents (\$420,347.48), the balance of four thousand eight hundred and seventy-one dollars and twenty-six cents (\$4,871.26) being retained by the Commissioners as monies due by the parties to this cause for rent and taxes and notarial charges.

RECORD.

—  
In the  
Superior  
Court.

—  
No. 1  
Declaration  
continued—

Wherefore the Plaintiff brings suit and prays that by the Judgment of this Court it be adjudged and declared :

1. That the account and statement herewith produced by the Plaintiff being the particulars in detail of his demand to be a true and faithful account and statement of all the works done and performed by him the Plaintiff under the Contracts above alleged.

2. That the Defendants Edward Moore and Augustus R. Wright be jointly and severally adjudged and ordered, within such time as the Court shall name, to furnish the Plaintiff with a true and faithful account of all the work by them done and performed under the said Contracts.

3. That it be declared that immediately after the making and signing of the said agreement of the twenty-ninth of October, one thousand eight hundred and ninety-two (1892), and the making of the deposit in said Bank, that thereupon the Defendants Moore & Wright, became and were and still are indebted to the Plaintiff in the said sum or bonus of five thousand dollars (\$5,000.00), together with interest thereon from the date of the said deposit, for the causes aforesaid.

4. That it be adjudged and declared what sum or sums of money the Plaintiff hath a right to be paid out of the said moneys deposited in the Union Bank of Canada and specially that it be adjudged and declared that the Plaintiff hath a right to be paid out of the said moneys so deposited the sum of thirty-eight thousand five hundred and thirty-two dollars and fifty-five cents, the whole as shewn in the said statement and account herewith produced.

5. That in default of the Defendants Moore & Wright, within such delay as this Court shall appoint, to conform to the said agreement of the twenty-ninth day of October, eighteen hundred and ninety-two by signing a cheque on the said Bank in favor of the said Plaintiff for such sum as the Court shall name, that then and in that case the Plaintiff be authorized to draw out of the said Bank out of the money so deposited, the said sum of thirty-eight thousand five hundred and thirty-two dollars and fifty-five cents, with interest on such other sums as the Court shall name; and that the said Bank be ordered and adjudged to pay such sum to Plaintiff out of the said moneys so deposited under the agreement last mentioned, the whole with interest against the said Defendants Moore & Wright jointly and severally, and costs of suit.

Quebec, 16th October, 1893.

GIBSONE & ALWIN,  
Attorneys for Plaintiff.

RECORD,

In the Superior Court, Quebec.—No. 2403.

In the Superior Court.

Simon Peters . . . . . Plaintiff,

vs.

Moore et al . . . . . Defendants.

No. 2 Plaintiff's List of Exhibits.

Plaintiff's List of Exhibits.

No. 1. Contract between Plaintiff and Defendants, Moore and Wright, and the Quebec Harbour Commissioners, passed at Quebec, 2nd May, 1877, before Angers, N. P., with schedules.

No. 2. Forms of tender, specifications and particulars alleged in the declaration.

No. 3. Agreement between the Plaintiff and the Defendants, Moore and Wright, passed at Quebec on the 4th May, 1877, before John Strang, Esqr., N. P.

No. 4. Copy of the judgment of the Supreme Court of Canada of the 17th January, A. D., 1892.

No. 5. Agreement between the Plaintiff and the Defendants, Moore & Wright, and the Quebec Harbour Commissioners, of 29th October, 1892.

No. 6. Account produced by the Plaintiff and alleged in his declaration, showing balance due him.

GIBSONE & AYLWIN, 20 Attorneys for Plaintiff.

(Endorsed)—Plaintiff's list of Exhibits filed Nov. 8, 1893, P. M. Dep. P. S. C.

Knipple W. P 242 l. 5

No. 3. Plaintiff's Exhibit No. 1. Contract between the Quebec Harbour Commissioners and Peters, Moore & Wright 2nd May, 1877.

On this second day of May, in the year of Our Lord, one thousand eight hundred and seventy-seven.

Before the undersigned, Edouard J. Angers, Notary Public, duly commissioned and sworn in and for the Province of Quebec, in the Dominion of Canada, and residing at the City of Quebec, in the said Province, personally came and appeared and were present the Honorable Pierre Joseph Olivier Chauveau, of the said City of Quebec, Chairman, and Ambroise Hector Verret, of the City of Quebec, Esquire, Secretary-Treasurer of the Quebec Harbour Commissioners, a body politic and corporate, whereof the chief place of business is situate at the said City of Quebec, the said Pierre Joseph Olivier Chauveau and Ambroise Hector Verret, herein acting in the name and for the benefit of the said Quebec Harbour Commissioners and being by the said Quebec Harbour Commissioners specially authorized to sign and execute these presents after the same should have been approved by the Engineers and by the legal advisers of the said Commissioners, which said approval appears the respective certificates of the said Engineers and legal advisers remaining annexed to the original hereof, by and in virtue of that certain resolution passed by the said Quebec Harbour Commissioners at a meeting held on the twenty-fifth day of April instant, a duly certified copy of which said resolution remains annexed to the original hereof signed by the parties hereto, the intervening parties hereinafter named and by the said Notary, ne varietur, of the first part.

And Simon Peters, of the said City of Quebec, Esquire, Contractor, and Edward Moore and Augustus R. Wright, both of Portland, in the State of

Maine, one of the United States of America, Esquires, Contractors, the said Simon Peters, Edward Moore and Augustus R. Wright hereby binding and obliging themselves jointly, severally, *solidairement*, one for the others, each of them for the whole, under the several and different renunciations required by law as co-partners towards the said Quebec Harbour Commissioners for all and singular the effects of these presents, of the second part.

Which said parties have, in the presence of said notary, declared, covenanted and agreed together in manner following, that is to say:—

Whereas, the said Quebec Harbour Commissioners being desirous of constructing certain works at the mouth of the River St. Charles, in the Harbour of Quebec, (which said works were subsequently submitted to a Committee of the Honorable the Privy Council on a joint memorandum dated thirteenth April, one thousand eight hundred and seventy-seven, from the Honorable the Minister of Marine and Fisheries and the Minister of Public Works, recommending that in accordance with the provisions of the seventeenth section of the Act thirty-six Victoria, chapter sixty-two, the said works be duly sanctioned and were accordingly sanctioned by the said Committee, as appears by a report of the said Committee, approved by His Excellency the Governor-General-in-Council, on the seventeenth day of April, one thousand eight hundred and seventy-seven, a copy of which report is hereunto annexed, signed by the parties hereto, by the intervening parties hereinafter named and by the said notary, *ne varietur*, did on or about the twentieth day of November last (1876), advertize in the public newspapers inviting tenders for the execution of the said proposed works, to be received on or before the first February last, 1877.

And whereas in consequence of such advertizements divers tenders were received by the said Quebec Harbour Commissioners on or before the said first February last (1877).

And whereas the said Quebec Harbour Commissioners after carefully examining the tenders, which were submitted to them for the construction of the proposed works, did determine with the view of removing some doubtful points which had arisen during the consideration of the said tenders, to ask for supplementary tenders, and in pursuance of their said determination did ask for such supplementary tenders, the said supplementary tenders to be lodged in the office of the said Quebec Harbour Commissioners on or before the twenty-sixth March last (1877).

And whereas the said Quebec Harbour Commissioners having on or before the said twenty-sixth day of March last received sundry supplementary tenders in accordance with their said last mentioned demand, and having examined the same were of opinion that the most satisfactory of the said supplementary tenders, was that submitted to them by the said Simon Peters.

And whereas the said Simon Peters has deemed it expedient, with the approval of the said Quebec Harbour Commissioners, to associate the said Edward Moore and the said Augustus R. Wright with him the said Simon Peters in the present contract and in the execution of the said proposed works.

And whereas it hath been agreed by and between the said parties to these presents that a contract shall be entered into by and between them the said parties to these presents for the construction of the said proposed works subject

RECORD.

—  
In the  
Superior  
Court.—  
No. 3  
Plaintiff's  
ExhibitNo. 1,  
Contract  
between  
the Quebec  
Harbour  
Commissioners and  
Peters,  
Moore &  
Wright,  
2nd May  
1877.—  
*continued—*

RECORD: in all respects to the specification, bills of quantities and form of tender and conditions therein contained issued by the said Quebec Harbour Commissioners and prepared by their Engineers hereinafter named with regard to the first tender as modified by certain of the terms and conditions mentioned in the supplementary particulars issued by the said Quebec Harbour Commissioners with regard to the said supplementary tender and by these presents.

In the  
Superior  
Court.  
No. 3  
Plaintiff's  
Exhibit  
No. 1,  
Contract  
between  
the Quebec  
Harbour  
Commissioners and  
Peters,  
Moore &  
Wright  
2nd May  
1877.  
*continued*—

Therefore, these presents and I the said Notary, witness that the said Simon Peters, Edward Moore and Augustus R. Wright, did and do hereby undertake and promise, bind and oblige themselves their heirs and assigns to construct and complete in a good substantial and workmanlike manner to the satisfaction of the said Quebec Harbour Commissioners and their Engineers (hereinafter named) the said proposed works in and upon the property and lands of the said Quebec Harbour Commissioners and the foreshore situate between the ballast wharf and the Gas Works at the mouth of the said River St. Charles. 10

And which said proposed works shall consist of and comprise all and several the works described in the specification, bills of quantities and form of tender and conditions therein contained and also in the supplementary particulars and in the supplementary tender hereunto annexed and which are signed by the parties hereto, the intervening parties hereinafter named and the said Notary, *ne varietur*, which said works shall be in accordance with the drawings numbered one (1), 20 to twenty-one (21) and number twenty-one A (21A) inclusive, prepared by Messrs. Kinipple & Morris of Westminster and Greenock Engineers of the said Quebec Harbour Commissioners which said drawings have been signed by the said parties hereto, by the intervening parties hereinafter named and by the undersigned Notary, *ne varietur*, and also in accordance with all other future detailed working, drawings, which the said Engineers may consider necessary from time to time in the carrying out of the said proposed works, and also in accordance with the said specification, bills of quantities and form of tender and conditions therein contained prepared by the said Engineers and issued by the said Quebec Harbour Commissioners with regard to the said first tender but subject 30 however to certain modifications or changes which are entered on the margin on blank or reverse pages in the said specification, bills of quantities and form of tender and conditions therein contained and supplementary particulars and supplementary tender where they occur and are identified by the initials of the parties hereinafter named and of the undersigned Notary, *ne varietur*, at the foot of each of such margin or page wherein such modifications or changes occur, and also in accordance with the said supplementary particulars in the said supplementary tender contained as modified by these presents.

And with regard to such modifications or changes as have required the erasure or striking out of words or clauses, such words so struck out and the words 40 composing the clauses so struck out have been duly counted and the number thereof written at the foot of such pages wherein such erasure of words or clauses struck out occur and the said number of words so struck out has been identified by the initials of the parties hereto, of the intervening parties hereinafter named and of the undersigned Notary, *ne varietur*.

It is hereby agreed by and between the said parties to these presents and the intervening parties to these presents hereinafter named, that the Quebec

Harbour Commissioners shall have the power and right under the present contract to substitute a stone facing backed with eight to one Portland cement concrete to the Quay walls in accordance with the plan or drawing numbered (22) twenty-two and the specification lettered B annexed to these presents and signed by the parties hereto, by the intervening parties hereinafter named and by the said notary, *ne varietur*, for the whole length of the walls (Three thousand five hundred and fifty feet in all) or for any less length thereof, in lieu of the fine Portland cement concrete and timber face as shown on the contract drawing, for the sum of eighteen thousand three hundred and ninety-three dollars and fifty-eight cents Canada currency (\$18393.58) for the whole length of walls or a proportionate sum for any length of such walls as may be ordered, such sum of eighteen thousand three hundred and ninety-three dollars and fifty-eight cents or any portion of the same becoming due to the contractors according to this clause to be considered as extra work and paid for as such, but further it is understood and agreed that in the event of the Commissioners ordering the stone face to be substituted for the timber and concrete face for the whole length of the walls or any portions thereof, it shall not in any way render void novate or vitiate any of the stipulations and conditions of the contract nor in any way release the parties or intervening parties who do signify their approval of this clause by their initials.

And it is hereby agreed that all and every the words struck out of and erased from the specification, bills of quantities and form of tender and conditions and the supplementary particulars attached to the supplementary tender hereunto annexed shall be deemed null, void and of no effect, and all and every the modifications or changes, whether written on the margin or on the blank or reverse pages of the said specification, bills of quantities and form of tender and conditions, hereunto annexed and signed by the parties hereto the intervening parties hereinafter named and by the said Notary shall be deemed valid and binding on the present contracting parties, as if the same had been printed in the said specification, and it is further hereby expressly agreed and understood that the said specification, bills of quantities and form of tender and conditions therein contained, together with all the modifications and changes therein duly certified as aforesaid, and the supplementary particulars modified as aforesaid and attached to the said supplementary tender and further modified by the manuscript Schedule marked A and signed by the parties and intervening parties hereto and by the undersigned Notary, *ne varietur*, and remaining hereunto annexed together with all the contract or working drawings numbered respectively No. 1 (one) to No. 21, (twenty-one), and 21 A (twenty-one A) inclusive, which are annexed to this contract, or are identified by the signature of the parties hereto of the intervening parties hereinafter named and of the said Notary, do and shall form and become an integral part of this contract and shall be considered as if they were duly written and inserted therein.

And it is hereby understood and agreed by and between the said parties to these presents including the intervening parties hereinafter named that in the event of any difference of opinion arising between the Engineers of the said Quebec Harbour Commissioners, and the said contractors regarding the interpretation to be given to any clause or matter contained in the said supplementary

RECORD.

In the  
Superior  
Court.No. 3  
Plaintiff's  
Exhibit  
No. 1,  
Contract  
between  
the Quebec  
Harbour  
Commissioners and  
Peters,  
Moore &  
Wright,  
2nd May  
1877.

continued—

RECORD. particulars and supplementary tender the same shall be cited by the said Engineers.

In the  
Superior  
Court.

No. 3.  
Plaintiff's  
Exhibit  
No. 1.  
Contract  
between  
the Quebec  
Harbour  
Commissioners and  
Peters,  
Moore &  
Wright  
2nd May,  
1877.  
continued—

And it is moreover expressly understood and agreed by and between the said parties to these presents and the intervening parties to these presents hereinafter named that in all or any sections clauses or wording of the said specification, bills of quantities and form of tender and conditions therein contained and of the said supplementary particulars attached to said supplementary tender and conditions therein contained in which the word "contractor" has been made use of, the said word contractor shall be understood to mean "Simon Peters, Edward Moore and Augustus R. Wright, Contractors" 10 and shall apply and refer to the said parties hereto of the second part as effectually as though the names of the said parties of the second part had been originally inserted in the place and stead of the word "contractor" in all or any such sections clauses or wording as aforesaid.

The said Simon Peters, Edward Moore and Augustus R. Wright hereby bind and oblige themselves, their heirs and assigns to complete and finish the whole of the before mentioned works within forty-one months from the day of the date hereof in default whereof, they the said Simon Peters, Edward Moore and Augustus R. Wright hereby agree to forfeit as ascertained liquidated damages and not as penalties such sums as are mentioned in the said specification, bills of 20 quantities and form of tender and the conditions therein contained, and supplementary particulars and supplementary tender and conditions therein contained for non completion within the time above named.

The present contract is thus made and entered into by and on the part of the said Simon Peters, Edward Moore and Augustus R. Wright, for and in consideration of the price or bulk sum of five hundred and fifty-four thousand two hundred and ninety-six dollars and thirty-one cents current money of Canada including a provisional sum of twenty-five thousand dollars as per clause fourteen on page five of the said specification and also mentioned in form A of the said supplementary tender which said sum of money shall be payable by the said 30 Quebec Harbour Commissioners to the said Simon Peters, Edward Moore and Augustus R. Wright in accordance with the terms and conditions in the said specification bills of quantities and form of tender and conditions therein contained mentioned and contained.

And to these presents came, intervened and also became parties Charles Samson, of the said City of Quebec, Esquire, Merchant, and Henry Peters, of Halifax, in the Province of Nova Scotia, Esquire, Contractor, who having first had and taken communication of the present contract, specification, bills of quantities and form of tender and conditions therein contained and drawings of the said proposed works and supplementary particulars attached to the said 40 supplementary tender, the whole as modified as aforesaid, did and do hereby become the securities, *cautions*, of the said Simon Peters, Edward Moore and Augustus R. Wright, towards the said Quebec Harbour Commissioners, and did and do hereby bind and oblige themselves jointly and severally, *solidairement*, their heirs and assigns with the said Simon Peters, Edward Moore and Augustus R. Wright and jointly and severally, *solidairement*, with each other, one for the others, each of them for the whole to the extent of the sum of fifty

RECORD.

*In the  
Superior  
Court.*No. 3  
Plaintiff's  
Exhibit  
No. 1,  
Contract  
between  
the Quebec  
Harbour  
Commis-  
sioners and  
Peters,  
Moore &  
Wright,  
2nd May  
1877.  
*continued—*

thousand dollars (\$50,000) current money of Canada, towards the said Quebec Harbour Commissioners as aforesaid, the said sureties hereby expressly renouncing to the benefit of division and discussion as well as to all other legal benefits which they might otherwise plead in diminution of the responsibility of their present securityship as well for the due execution by the said Simon Peters, Edward Moore and Augustus R. Wright of the said proposed works, as for the due fulfilment by them the said Simon Peters, Edward Moore and Augustus R. Wright, of all and singular, the terms and conditions by them entered into of the present contract and also of any alteration, addition to or modification thereof that may be agreed upon between the Quebec Harbour Commissioners or their Engineers and the said Simon Peters, Edward Moore and Augustus R. Wright, of the whole, making their own proper affair as though each were sole and principal obligee.

It is hereby agreed by and between the said parties hereto that should the said Quebec Harbour Commissioners wish to dredge the remaining half of the south tidal basin up to Dalhousie street and should determine to call upon the said parties hereto of the second part to do this work, the said parties hereto of the second part hereby agree to execute the said extra dredging on the terms and conditions stipulated in the said specification and on the reverse of page (99) ninety-nine of said specification. The time allowed for executing this work to be agreed upon between the Quebec Harbour Commissioners and the contractors.

And for the due execution hereof the said parties have made election of domicile as follows, that is to say: The said Quebec Harbour Commissioners at their office or usual place of business for the time being at the city of Quebec, the said Simon Peters, Edward Moore and Augustus R. Wright at the place of business of the said Simon Peters, at Quebec aforesaid and the said sureties at the residence of the said Charles Samson at Quebec aforesaid. For thus, &c.

Done and passed at the said city of Quebec in the office of the said Quebec Harbour Commissioners by Edouard J. Angers, the said Notary, on the day and year first above written, under the number two thousand one hundred and eighty six.

In faith and testimony whereof the said parties and the said sureties have to these presents, first duly read according to law, set and subscribed their names and signatures in the presence of the said Notary also hereunto subscribing:

(Signed) PIERRE J. O. CHAUVEAU,  
Chairman Q. H. C.  
A. H. VERRER, Sec.-Treas.,  
SIMON PETERS,  
EDWARD MOORE,  
AUGUSTUS R. WRIGHT,  
CHS. SAMSON,  
HENRY PETERS,  
E. J. ANGERS, N. P.

40

A true copy of the original remaining of record in my office.

RECORD.

## HARBOUR COMMISSIONERS' OFFICE.

Quebec, 26th April 1877.

In the  
Superior  
Court.

No. 3  
Plaintiff's  
Exhibit  
No. 1,  
Contract  
between  
the Quebec  
Harbour  
Commissioners and  
Peters,  
Moore &  
Wright  
2nd May  
1877.  
*continued---*

At a meeting of the Quebec Harbour Commissioners, held on the twenty-fifth day of the month of April one thousand eight hundred and seventy-seven, the following resolution was adopted:—

*Resolved.*—That the Chairman and the Secretary Treasurer be authorized to sign the contract for the proposed works in the River St. Charles as soon as same shall have been approved by Messrs. Kinipple & Morris, Harbour Engineers and Messrs. Alleyn and Chauveau legal advisers of this Corporation. Further that Messrs. Charles Samson and Henry Peters guarantee the proper performance 10 of the contract, and that Messrs. Edward Moore and Augustus R. Wright be allowed to become associates and sign the contract with Mr. Simon Peters for the works above referred to, the said contract to be in accordance with Mr. Peters' tender.

Certified,  
(Signed) A. H. VERRET,  
Secretary-Treasurer.

This is the resolution, mentioned and referred to in the contract, to which the same is now annexed, executed this day before the undersigned Notary, between the Quebec Harbour Commissioners and Simon Peters, Edward Moore 20 and Augustus R. Wright contractors, and the said parties and Charles Samson and Henry Peters intervening parties to the said contract as joint and several sureties have signed the present resolution with and in the presence of the undersigned Notary *ne-varietur*.

Quebec, 2nd May 1877.

(Signed) PIERRE J. O. CHAUVEAU,  
Chairman Q. H. C.  
A. H. VERRET, Sec.-Treas.,  
SIMON PETERS,  
EDWARD MOORE, 30  
AUGUSTUS R. WRIGHT,  
CHS. SAMSON,  
HENRY PETERS,  
E. J. ANGERS, N. P.

A true copy.

Copy of a report of a committee of the Honorable the Privy Council, approved by his Excellency the Governor General in Council on the 17th April, 1877.

On a joint memorandum dated 13th April, 1877, from the Honorable the Minister of Marine and Fisheries and the Minister of Public Works, recommending 40 that in accordance with the provisions of the 17th section of the Act 36 Victoria, chapter 62, the following works and improvements at the mouth of the River St. Charles, in the Harbour of Quebec for which tenders have been invited by the Quebec Harbour Commissioners be duly sanctioned, viz :

1st. A wall and an embankment forming the North Quai of the proposed South Tidal Harbour. RECORD.

2nd. A wall and an embankment forming the North Quai of the proposed South West Dock. In the Superior Court.

3rd. The dredging out and the formation of a channel way parallel to both walls. No. 3

4th. The construction of crib-work at the end of the embankment next to the Gas works. Plaintiff's Exhibit

5th. Crib-work and retaining walls adjoining the Ballast wharf. No. 1, Contract

6th. The construction of a bridge over proposed eighty feet entrance in the north wall of the South Tidal Harbour. between the Quebec Harbour Commissioners and

7th. Dredging in the North Tidal Harbour to a depth of 24 feet below low water and depositing dredge materials as agreed on. Peters, Moore & Wright,

The Committee advise that the works and improvements above mentioned be sanctioned accordingly. 2nd May 1877.

To the Honorable continued—

The Minister of Marine and Fisheries.

(Signed),

Certified,

W. A. HIMSWORTH,  
Clerk Privy Council.

20 This is the report mentioned and referred to in the contract, to which the same is now annexed, executed this day before the undersigned Notary between the Quebec Harbour Commissioners and Simon Peters, Edward Moore and Augustus R. Wright, contractors, and the said parties and Charles Samson and Henry Peters intervening parties to the said contract as joint and several sureties have signed the present copy of said report with and in the presence of the undersigned Notary *ne varietur*.

Quebec, 2nd May, 1877.

(Signed),

PIERRE J. O. CHAUVEAU,  
Chairman, Q. H. C.  
A. H. VERRET,  
Sec. Treas.

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CHS. SAMSON,  
HENRY PETERS,  
E. J. ANGERS, N. P.

SIMON PETERS,  
EDWARD MOORE,  
AUGUSTUS R. WRIGHT.

A true copy.

Schedule A.

Schedules of prices for supplying materials by the contractor if required.

Good sound stone for rubble in concrete and back of crib-work blocks, and for pitching of slopes and front of open crib-work blocks.....	@ 40 cts per ton.
Rough clean sharp ballast for concrete.....	@ 15 cts per ton.
Fine ballast for concrete.....	@ 15 cts per ton.
Clay materials for foundations of wet dock wall and back of crib-work of both walls.....	@ 25 cts per ton.

RECORD.

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*In the  
 Superior  
 Court.*  
 —  
 No. 3.  
 Plaintiff's  
 Exhibit  
 No. 1.  
 Contract  
 between  
 the Quebec  
 Harbour  
 Commis-  
 sioners and  
 Peters,  
 Moore &  
 Wright  
 2nd May,  
 1877.  
*continued—*

Clay materials to towing in front of the north quay wall of the South Tidal Harbour..... @ 25 cts per ton.

Dredging in the South Tidal Harbour to a depth of 24 feet below low water (in all about 250,000 cubic yards) including the cost of depositing the dredged material in the embankment which it is proposed to increase in width for its reception, the quantities dredged to be computed from the cross sections..... @ 25 cts per cub. yd.

Dredging do do do do do do do including the cost of conveying and depositing the dredged material outside of the proposed works should it be so determined instead of putting it into the embankment the quantity to be computed from the cross sections..... @ 17 cts per cub. yd. 10

The dredged area in South Tidal Harbour to be maintained by the contractor for 10 months after completion of the whole of the works at his sole cost as stipulated for the channelways.

This is the schedule marked A mentioned and referred to in the contract, to which the same is now annexed executed this day before the undersigned Notary, between the Quebec Harbour Commissioners and Simon Peters, Edward Moore and Augustus R. Wright, contractors, and the said parties and Charles 20 Samson and Henry Peters intervening parties to the said contract as joint and several sureties have signed the present schedule marked A with and in presence of the undersigned Notary, *ne varietur*.

Quebec, 2nd May 1877.

(Signed) PIERRE J. O. CHAUVEAU,  
 Chairman Q. H. C.  
 A. H. VERRET, Sec.-Treas.,  
 SIMON PETERS,  
 EDWARD MOORE,  
 AUGUSTUS R. WRIGHT, 30  
 CHS. SAMSON,  
 HENRY PETERS,  
 E. J. ANGERS, N. P.

A true copy.

B

Specification of Masonry for the South Wet Dock and South Tidal walls to be appended or bound up with the printed specification.

The Ashlar face of the Quay or embankment walls is to be of Deschambault, Pointe aux Trembles or other approved lime stone.

The whole of the stone through out the works is to be of the hardest, most 40 compact, and durable quality of its kind, free from all imperfections, of uniform color, and capable of resisting frost, exposure to the atmosphere, and to alterations of wet and dry, and obtained from one or the other of the above mentioned quarries or elsewhere, as may be approved by the Engineers or Resident Engineer, under no circumstances will any stone of a slaty nature or bearing traces of slate be allowed to be used in the works.

All stones are to be set on their natural beds. The top of the cill is to be eighteen inches in depth, and the o... to be twelve inches in depth, the remainder to be fifteen i

The whole of stretchers in the face are to average bed, but in no case in any stretcher course to be less width. Headers are to occupy not less than one seven of the face of the walls and are to average three feet 6. header is to be of less length than two feet nine inches.

The stretchers occupying the remaining six-sev  
10 average three feet six inches in length, and no stone is ... unless sanctioned by the Resident Engineer, or required for closures or break, the Quebec Harbour Commissioners and Peters, Moore & Wright, 2nd May 1877. continued—

In no cases there to be less than nine inches bond between vertical joints except at headers.

The exposed face is to be quarry faced the beds and joints are to be drafted in from the face for at least 1½ inches and the remainder within rough punched  
20 and square, and to hold to the full scantlings specified.

The whole of the Ashlar is to be laid and jointed in three to one fine Portland Cement compound, and all joints or spaces between the Ashlar and the rubble concrete is to be filled in full and flush with compound, and the masonry grouted up at every course.

During the process of setting all the face joints are to be "tipped" or bedded and jointed for at least four inches in with neat Portland cement, neatly pointed key drawn and finished whilst "Green".

The ashlar is to be backed with 8 to 1 Portland cement coarse concrete, as described in the printed specification.

The coping stretchers are to be 4 feet 6 inches in length and 3 feet in width  
30 and 15 inches in depth. The headers are to be 4 feet 6 inches in length, 15 inches in depth and 24 inches in width, drafted in for 1½ inches from the top bed and front faces and the remaining portion of the joints are to be square and rough punched and to hold to the full scantlings.

V grooves are to be cut in the vertical joints for 6 inches up to form cement joggles 3 inches square, small holes are to be cut in the joint over the joggles for grouting in with 1 to 1 Portland cement comp. The coping stones are to have a rounded nosing to a 3 inch radius.

The whole of the masonry and other work to be in accordance with the  
40 contract drawing numbered twenty-two.

The contractor is to provide and fix wrought-iron eye straps and bolts as shown, or other approved means for securing the fenders and ladders to the masonry walls.

In the event of the Commissioners determining to carry out the stone face to walls in lieu of the timber and concrete face and should the contractor be called upon to dress the stone wall "Rough Bouchard" instead of "quarry-faced" as mentioned in this specification, the contractor shall be paid an extra sum of

the Quebec Harbour Commissioners and Peters, Moore & Wright, 2nd May 1877. continued—

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cents and three quarters per cubic foot of wall beyond the sum of eighteen thousand three hundred and ninety-three dollars and fifty-eight cents or any proportionate part thereof for a less length of wall as agreed to be paid in the main contract.

This is the specification lettered B, mentioned and referred to in the contract executed this day before the undersigned notary between the Quebec Harbour Commissioners and Simon Peters, Edward Moore and Augustus R. Wright, Contractors, and signed by the said parties and by Charles Samson and Henry Peters, intervening parties to the said contract, as joint and several sureties, and by the undersigned notary, *ne varietur*.

Quebec, 2nd May 1877.

(Signed) PIERRE J. O. CHAUVEAU,  
Chairman Q. H. C.  
A. H. VERRERET, Sec. Treas.,  
SIMON PETERS,  
EDWARD MOORE,  
AUGUSTUS R. WRIGHT,  
CHS. SAMSON,  
HENRY PETERS,  
E. J. ANGERS, N. P.

No. 3.  
Plaintiff's  
Exhibit  
No. 1.  
Contract  
between  
the Quebec  
Harbour  
Commis-  
sioners and  
Peters,  
Moore &  
Wright  
2nd May,  
1877.  
continued—

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A true copy.

(Endorsed)—Contract Quebec Harbour Commissioners with Messrs. Peters, Moore & Wright. Plaintiff's Exhibit No. 1, filed Nov. 8, 1893.

P. M., Dep. P. S. C.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.

QUEBEC HARBOUR

PROPOSED WORKS AT THE MOUTH OF THE RIVER ST. CHARLES.

A Contract, subject to the following Specification, Bills of Quantities and Form of Tender, and Conditions therein contained, is to be entered into by the Party whose Tender is accepted.

Specification of Works necessary to be done under this Contract for the Quebec Harbour Commissioners in the constructing, completing and afterwards maintaining in perfect repair, for twelve calendar months from the date of the completion of the whole thereof, the following permanent works and all temporary works, until completion, in connection therewith, viz:—  
1st. The construction of 1,240 feet in length or thereabout of walling and embankment, forming the North Quay of the South Tidal Harbour, to be founded on the top of a stratum of clay and stones prepared for its reception at a depth of 24 feet below low water mark.  
2nd. The construction of 2,310 feet in length of walling and embankment, forming the North Quay of the South Wet Dock, to be founded on the top of a stratum of clay and stones at a depth of 10 feet below low water mark.

Kinipple £  
P. 247 l. 25  
" 255 l. 25 1  
" 256 l. 18  
" 257 l. 15 Works in Contract.  
Moore £  
P. 289 l. 7  
" 290 -4  
" 296-9 l. 25  
" 301 l. 8  
" 320 l. 6  
H. J. Peters £  
P. 339 l. 26  
" 348 l. 48  
Alfred Peters £  
P. 369-70 l. 37  
" 372 l. 39  
" 383 l. 1  
" 390 l. 14  
" 392 l. 32  
Moore £  
P. 422-4 l. 45  
" 429 l. 1  
" 443 l. 32.

- 3rd. The dredging out, and the formation of a channelway parallel to the proposed North Quay of the South Tidal Harbour, having a bottom width of 150 feet sloped sides as shewn, and a depth of 24 feet below low water mark.
- 4th. The dredging out, and the formation of a channelway parallel to the proposed North Quay of the South Wet Dock, having a bottom width of 150 feet, slope sides, and a depth of 10 feet below low water mark.
- 5th. The construction of 650 feet in length of ordinary open crib work, 6 feet in height by about 9 feet in width, at end of the proposed Embankment next the Gasworks.
- 10 6th. The construction of 455 feet in length of ordinary open crib work on the north or river side of the proposed Quay of various heights and widths between the end of the present Ballast Wharf and a point at 455 feet along the foot of the embankment running inshore or towards the Gasworks.
- 7th. The construction of a Timber Bridge of about 85 feet span and 20 feet clear width over an entrance proposed to be formed in the North Wall of the South Tidal Harbour, and other works.

RECORD.  
—  
*In the*  
*Superior*  
*Court.*  
—  
No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

All works of which part only may be shewn on the Drawings, or mentioned in this Specification, or Bills of Quantities, or details which have been evidently omitted, or which on a fair and reasonable construction by the Engineers of the said Drawings, Specification, or Bills of Quantities, are covered by and included in the Contract, shall be considered as forming part of this Contract, and their value included in the lump sum at which the Contract is taken. Should any ambiguities occur between the Drawings, Specification, Bills of Quantities, Form of Tender, and conditions therein contained, or Contract, or between all or any of these, or other documents in connection with those works, the same shall be referred to the Engineers, whose decision shall be final.

Borings have been made over the site of the proposed works, where indicated on plan. The stratum in which the works will be situated is generally of fine and course sand, compact and soft, and probably containing boulders. Detailed journals may be seen at the Engineer's office, but the contractor must satisfy himself as to their accuracy. Should the various strata, during dredging operations or on opening out at the sites of the bores, be found to vary in any degree whatever from the journals, or that any of the bores tend to produce false information as to the nature of any ground lying between the sites of such bores whereby loss may be incurred by the Contractor, the Contractor shall have no claim whatsoever upon the Harbour Commissioners for any extras in respect thereof.

The datum or standard to which all heights and depths are referred is the level of low water mark on the Harbour Commissioner's tidal gauge, fixed in an angle on the Customhouse side of the Commissioner's Wharf at the point A marked on Plan No. 1, and wherever reference is made to a "datum" without terms being added to define a different meaning, it is to be understood as the level of low water mark throughout as above mentioned.

The levels of the sandbank, ground, or foreshore and the depths or soundings from which the sections are made are supposed to be correct, but the Contractor is at full liberty to take any other levels or soundings he may deem fit to test their accuracy, and he alone will be held liable for the

<sup>2</sup>  
Omissions.

<sup>3</sup>  
Borings and  
Samples.

<sup>4</sup>  
Datum.

<sup>5</sup>  
Levels.

RECORD.  
 —  
*In the*  
*Superior*  
*Court.*  
 —  
 No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
 tion 2nd  
 May 1877.  
*continued—*

consequences of any errors which may be discovered at any time after his Tender has been accepted by the Harbour Commissioners.

<sup>6</sup> Works in accordance with Drawings. The whole of the works are to be carried out exactly in accordance with the Contract Drawings hereunder mentioned, numbered 1 to 21 and 21A inclusive, and any other Drawings which may be supplied to the Contractor from time to time, and signed by the Engineers; and of the lengths, breadths, depths, dimensions, and descriptions as hereinafter specified, but subject to any modifications, alterations, increase or diminution of scantling, deductions, additions or variations that the Engineers may deem to be necessary from time to time during the progress of the work and the continuance of this Contract. 10

Clause 7.—Omitted.

<sup>8</sup> Dimensions and Drawings. Wherever the dimensions are marked on the Drawings or described in the Specification, such dimensions are to be considered as correct, although not corresponding with the measurements by scale, which are to be referred to only when the dimensions are not so marked or described; and Drawings to larger scales, and those showing particular parts of the works, are to be taken as more correct than those to a smaller scale, which are for more general purposes. The Contractor is, without any extra charge, to execute the several parts of the works in strict compliance with the workings, or detailed Drawings that may from time to time be furnished, provided they be such as not to vary from the true meaning and intent of the Contract. The Harbour Commissioners will not be responsible for any information that may be given as to the levels, the nature of the ground, the surface of the ground, or otherwise, the Contractor being at full liberty to make such further survey and levels as may be requisite for his own satisfaction. The Contract Drawings are to be in charge of the Engineers, and the Contractor is to have free access to them during all reasonable times. In the event of any ambiguity between the Drawings, Specifications, Bills of Quantities, Form of Tender, Conditions or Contract, or between all or any of them, the same shall be referred to the Engineers, and their explanation and decision shall be final and binding on all parties. 20 30

<sup>9</sup> General Descriptions of Works. The works are to be chiefly of crib work (but differing from that of the ordinary construction), founded on a stratum of clayey materials and stones laid in a dredged trench. The crib work is to be partly filled in with Portland cement concrete, and stone, clay and other suitable filling. The upper portion of the quay wall, from about four feet above low water, is to be of timber, backed with Portland cement, concrete, and rubble concrete. A channelway, having a bottom width of 150 feet, is to be dredged along the front of the quay to a depth of 24 feet below datum or low water at the South Tidal Harbour portion of the quay wall, and to a depth of 10 feet below low water at the South Wet Dock portion of the wall. The dredged materials are to be deposited in the embankment behind the quay walls, as may be directed from time to time by the Engineers. 40

<sup>10</sup> Bills of Quantities. Bills of Quantities have been prepared for the works which, although believed to be correct, are in no-wise guaranteed, but are furnished for the guidance of the Contractor in making up his Tender, who before delivering it is at full liberty to satisfy himself as to the accuracy; but after the Tender is in the hands of the Harbour Commissioners the Contractor shall be held to have satisfied himself,

and taken upon himself all risk and responsibility of the accuracy of the said Bills of Quantities, and did thereby disclaim and yield up any right or claim for action against the Commissioners or their Engineers, or any person acting for them, for any losses or damages supposed or real, or for any errors or omissions, matters, or things he may afterwards assume to have discovered, and neither shall they nor any of them in any way render void the Contract. The quantities are taken out nett for the absolute work and materials found, fitted and fixed complete in the works, beyond which no allowance whatever will be made for contingencies, plant, &c., &c.

RECORD.  
—  
*In the Superior Court.*  
—  
No. 4  
Plaintiff's Exhibit  
No. 2,  
Form of Tender and Specification  
2nd  
May, 1877.  
*continued—*

10 The rates and prices are to be filled in against the several items of works in the Bills of Quantities in a bold and legible hand by the Contractor, and such prices are to be taken as those upon which his Tender is founded, and upon which alone he agrees to be paid for any extra works above those contained in the Contract, and further agrees to deduct from the Contract sum for works not executed. The prices will be held as rigidly inclusive, and covering all charges for permanent and temporary works whatsoever, and for all alterations, additions to, or deductions from the works contracted for.

<sup>11</sup>  
Schedule of Rates and Prices.

Clause 12.—Omitted.

20 The gross sum at which the Contractor offers to execute and completely finish the whole of the works, and to maintain them for a full period of twelve months after the date of completion, will be received and considered by the Commissioners as inclusive of all and everything requisite for the protecting, perfecting, and completing of the whole of the proposed works under the Contract, whether the same be of a permanent or a temporary character or not.

<sup>13</sup>  
Tendered Amount

The Contractor is to include in his Contract a provisional sum of \$25,000 dollars, to meet the expenses of any extra works beyond those included and specified in this Contract, but no portion of such sum can be claimed by the Contractor for any works whatsoever, except such extras have been duly and properly ordered in writing by the Engineers and sanctioned by the Commissioners.

<sup>14</sup>  
Sum for Extras

Clause 15.—Omitted.

Clause 16.—Omitted.

40 The Contract comprises the formation and completion of the whole of the works mentioned or described in the Specification, Bills of Quantities, Form of Tender, and conditions therein contained, and shown by the Plans, Sections, and Elevations upon the Drawings numbered respectively 1 to 21A inclusive, and deposited at the offices of the Engineers. Wherever the word Commissioners occurs that word throughout the whole of this Contract shall mean, the Commissioners for the time being for the Quebec Harbours, and similarly the word Engineers shall be the Engineers in Chief for the time being to the Quebec Harbour Commissioners, and the word Contractor shall be the Contractor or Contractors, his or their heirs, executors or administrators as more particularly explained by a special clause of the Contract.

<sup>17</sup>  
General Explanation of Contract

Clause 18.—Omitted.

A formal Contract is to be prepared and executed between the Commissioners and the Contractor by the legal adviser to the Commis-

<sup>19</sup>  
Contract, Expenses of

RECORD.

*In the  
Superior  
Court.*

No. 4

Plaintiff's

Exhibit

No. 2,

Form of

Tender and

Specifica-

tion 2nd

May 1877.

*continued—*

sioners, at their joint expense, and deposited with the Commissioners. The Contractor will be provided with a copy thereof, but should he require a duplicate original of the Contract, the same will be furnished to him at his own expense.

Clause 20.—Omitted.

Clause 21.—Omitted.

Clause 22.—Omitted.

**23**

Direction of  
Works.

The works are to be under the full and entire direction and control of the Engineers, or any of their Assistants, Superintendents, Inspectors, or Clerks of Works, who may be appointed from time to time, either by the Commissioners, or their Engineers, Messrs. Kinipple & Morris, of Westminster and Greenock, and the works shall be executed, altered, enlarged, or diminished and completed by the Contractor to their entire satisfaction, and within the time stipulated in the Contract, or any extended time authorised by the Engineers. 10

Clause 24.—Omitted.

Clause 25.—Omitted.

**26**  
Engineers'  
Offices.

The Contractor is to erect where directed by the Engineers a suitable office, containing at least one room 15 feet by 10 feet clear inside dimensions; also another room, adjoining and communicating, 10 feet by 10 feet at least, for Clerk of Works or Inspectors. The whole to be of timber properly constructed, and made wind and water tight, with all the usual and necessary fittings, inclusive of stoves and gas fittings. 20

**27**  
Contractor's  
Offices.

The Contractor shall erect offices upon the works or near the works for himself and his assistants and agents, and such offices shall be open during all working hours, and in charge of some one representing him, who shall be in readiness at all times to receive messages, letters, and instructions which may be sent by the Engineers or any of their assistants. The Contractor is to have his name, and the words "Contractor's Office," painted up in legible letters.

**28**  
Setting Out.

The Contractor or his agents are to set out the works in accordance with the Contract Drawings in every particular, or with any others that may be supplied from time to time during progress, and he will at all times be held responsible for the correctness of the same throughout the whole term of his Contract, whether the same has been tested, examined, or passed by the Engineers, their Assistants, Clerk of the Works, or Inspectors or not. The Contractor shall also be held responsible for all levels, bench-marks, profiles, centre pegs, &c., and shall uphold and maintain them throughout the entire execution of the works, and find all labour, profiles, moulds, stakes, tools, &c., for setting out and measuring up. 30

**29**  
Superintend-  
ence and  
Workmen.

The Contractor is to give his personal attention upon the works to the satisfaction of the Commissioners and their Engineers, and he is to employ a competent agent in the opinion of the Engineers to superintend the works during their progress, who is to devote the whole of his time to the works; he is also to appoint a proper foreman or foremen to each department of the works, who are to be men of good character, and who have been regularly brought up and accustomed to the kind of work and operations they are severally charged with, to be always upon the ground whilst the works are proceeding, and the agent, foremen and workmen are for incompetency or misconduct to be immediately dismissed, upon a written order being given by the Engineers, failing 40

which the Engineers will be at liberty to deduct as liquidated and ascertained damages the sum of \$2,500 dollars from the amount of each certificate as it falls due until such dismissal is effected, and the Contractor is forthwith to appoint other proper persons in the place of any so discharged. Such agent or foremen shall, on behalf of the Contractor, receive and have charge of such several drawings, writings, papers, conditions, specifications, and documents as may be delivered to or for the use of the Contractor, or for his guidance, which shall not be changed without the consent of the Engineers, and the foremen shall also, on behalf of the Contractor, receive, execute, and obey all such instructions and  
 10 directions as may be given either by the Engineers, their Assistants, Clerk of Works, or any other authorised persons.

The Contractor shall, on the mainland, the foreshore, out on the river, or elsewhere, provide, erect, set up, make, maintain, uphold, and re-erect all necessary fences, hoardings, struttings, shorings, pilings, bridgeways, make rafts, stagings, &c., temporary or otherwise, as may be directed by the Engineers, or found requisite, or in consequence of any works; also provide and keep in order, safe and proper gangways, rails, ladders, and hand ropes; and shall make all enclosures for materials or works, for the general protection  
 20 of persons engaged upon the works and for others, and of any buildings, sheds, stables, workshops, yards, lands, and all properties whatsoever, near to or liable to be affected by the works, and shall efficiently watch and light the same when and where necessary (see Clause No. 40, Watching, Lighting, Mooring, &c).

Clause 31.—Omitted.

The Contractor is to provide all plant and any materials or things whatsoever in connection with the same, to the full extent found necessary or requisite in the opinion of the Engineers, for the due and proper execution, performance and completion of the whole works contracted for, together with that required for any alterations or additional works. Such plant is to be modern in its kind, and of a character equal to the importance and extent of the works, and express-  
 30 ly well adapted for its uses; otherwise, upon notice in writing from the Engineers it must be removed. The word "plant" shall be deemed and considered as including all temporary buildings of any kind, or similar erections in use by the Contractor, in or upon any part of the works or lands, which shall not form any part of the permanent works; and all dredgers, scows, lighters, hopper barges, elevators, and other dredging machinery; derricks, tools, chains, ropes, tackle, temporary pilings, pile engines, ringing engines, boilers, machinery, pile hoops, shoes, mauls, dollies, engines, pumps, gearings, hand or steam cranes, crabs, mortar mills, and concrete grinding and mixing machines, planks, barrows, sleepers, rails, temporary tramroad, waggons, hoisting gear, platforms, stagings,  
 40 scaffolding, boats, barges, rafts, punts, diving apparatus, all manual and horse power, carriage, freight, dues, and all other matters, things, utensils, and requirements whatsoever of a temporary character, requisite for forming, erecting, constructing, protecting and completing the whole of the works in a proper, efficient and workmanlike manner.

The Contractor shall, at his own cost, not only construct and provide the various temporary works and things, but shall also during the whole term of his Contract uphold and maintain and keep the same in a perfectly sound, safe

RECORD.

In the  
 Superior  
 Court.

No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specification  
 2nd  
 May, 1877.  
 continued—

30  
 Hoarding,  
 Fencing,  
 Gangways,  
 &c.

32  
 Plant.

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —

No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specification  
 2nd  
 May 1877.  
*continued—*

condition and good state of repair, and all other articles and things aforesaid mentioned. The Contractor shall also provide fires, coals, gas, or candles, drawing boards, fire grates and fittings, for his and the Engineers' offices, and all necessary attendance upon the Engineers, or any of their Assistants; also, men, marks, poles, profiles, stakes, sounding rods, sounding chains, wire lines, patterns, templates, gauges, punts, rafts, boats, &c., for boring, setting out, or measuring up; and all temporary piles, stagings, buoys, floats, moorings, and other things necessary for marking out the positions of the works on the land or in the river; a man well accustomed to setting out; also divers, and a good and suitable boat moored within the works, useable at all times, and kept in a good state of repair, especially for the use of the Engineers or any of their Assistants. The Contractor shall lay down if required a boarded rigid floor, evenly planed, of sufficient size to admit of any full-sized moulds required for any portion of the works being laid down, and it is to be covered over by a water-tight roof if found requisite.

Clause 33.—Omitted.

Clause 34.—Omitted.

Clause 35.—Omitted.

Clause 36.—Omitted.

**37** Plant and Erections included in Rates and Prices. Plant and erections of every description, whether for use in the execution of any of the works or not, obtained for any special or extraordinary purpose, together with the cost of maintaining, or for any charges or any rent paid for the loan or hire thereof, together with all other costs and expenses, are to be taken and will be considered as included in the fixed rates and prices contained in the Schedule attached to the Contract, and upon which the Contractor has based his Tender for the whole of the works, and is willing to execute any additional works, or to deduct for works not executed.

Clause 38.—Omitted.

**39** Arrangements for the Execution of Works. The Engineers may at any time during the execution of the works, and also during the term for maintaining them, demand from the Contractor a full description of the various methods he proposes to adopt for carrying out his Contract, and all such descriptions, arrangements, or methods may be modified or altered by the Engineer as he may deem fit; and the Contractor shall be bound to carry out such modifications, whether from the Engineers or their Assistants, and the Contract shall not be affected or rendered void in any way by the fulfilment of such modifications.

**40** Watching, Lighting, Moorings, &c. During the whole period of the execution of the works, or suspension of progress, all permanent and temporary erections, or structures in or near the river, as well as the main works on land and all approaches, together with all dredgers, hopper barges, scows, rafts, boats, barges, lighters, vessels, or other things and materials, are to be properly watched, moored and cared for by day, and watched, moored and lighted by night. The Contractor shall be liable for all accidents or damages that may arise at any time during the construction of the works, whether from siltings, slips, defective workmanship, ice, storms, high tides, frost, or neglect or otherwise, to any of the permanent or temporary works, or to any steam, sailing, or other vessel, craft, or thing,

or by vessels or crafts drifting from their moorings, or otherwise, and shall watch, light, moor and maintain in any way or mode in which it may be deemed best, either by the Commissioners, their Engineers, harbour master, land, or harbour, or river police, or others.

RECORD.  
—  
*In the  
Superior  
Court.*  
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The Contractor shall at all times take every necessary, proper, timely and useful precaution against accidents or injuries to all or any of the works, shipping, traffic, or to any of the lands and buildings belonging to the Commissioners, or the lands and properties of adjoining owners, to craft navigating the river, or the navigation thereof, or to any persons, or  
10 from any bad foundations, damages by water, whether the same arise, or are about to arise from, or be occasioned by unusually high tides, floods, currents, rains, springs, streams, accumulations, disruptions, land slips, ice, frost, storms, heavy gales, siltings, accumulations, stanks, defective workmanship, securing, guying or strutting; and in the event of any of the permanent or temporary works under this Contract showing symptoms of weakness, bad materials, or other natural or artificial causes howsoever or whatsoever, it shall be the duty of the Contractor forthwith to guy, lash, moor, strut, secure, underpin, make good, and add such necessary strength by way of temporary or permanent works as shall be found requisite to prevent any failure of the works occurring, and having done  
20 so, he shall then make known to the Engineers, who will in writing order such defects to be remedied in such way and manner as they may deem fit; and in the event of any accident or failure occurring to the said works, whether the same be traceable to want of necessary strength, precautions, or proper and efficient shoring or not, and notwithstanding that all necessary precautions may have been duly taken, the Contractor shall still be held wholly and entirely responsible for all losses or damages arising therefrom, whether the same be injuries to the works or of a personal character, and any such accidents or failures shall in no wise vitiate or render void the Contract.

<sup>41</sup>  
Precautions  
against  
Accidents.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

Clause 42.—Omitted.

30 Clause 43.—Omitted.

The Engineers may, at any time and as often as they may deem fit, in writing or otherwise, order the Contractor to delay or suspend the whole or any part of the works, and when so ordered, and upon all other needful occasions, the Contractor shall at his own expense properly cover down, protect and secure so much of the works as may be liable to sustain injury from ice, tides, currents, weather, or otherwise, and shall at all times during the continuance of the Contract, and forthwith when required, properly make good any damages or injury which such works or any part thereof may sustain, to the full satisfaction of the Engineers. A proportionate extension of time will be allowed to the  
40 Contractor, in the judgment of the Engineers, to cover time lost on account of such suspensions or stoppages during the working season, but the Contractor shall not make any claim or demand, or require any recompense from the Commissioners, and the Commissioners are not to be held in any way liable for any losses, supposed or real, he may have incurred thereby.

<sup>44</sup>  
Suspension of  
Progress.

Clause 45.—Omitted.

Clause 46.—Omitted.

Clause 47.—Omitted.

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —  
 No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
 tion 2nd  
 May 1877.  
*continued—*

<sup>48</sup>  
 Alterations  
 from  
 Contract and  
 meaning of  
 terms.

The Commissioners, or their Engineers, shall have power to make, from time to time, any additions to or deductions from the dimensions specified or shewn on the Drawings, to add to or omit any of the works, or modify or alter the works and materials specified or shewn on the Drawings, as circumstances shall appear to them to require it, without rendering void or in any respect vitiating the Contract. The value of such additions, deductions, omissions, modifications, deviations, or alterations, is to be determined by the Engineers, according to the rates and prices in the Schedules accompanying the Tender, which prices are calculated for materials and workmanship as specified and measured in the work, and include all plant, labour, machinery, temporary works, shoring, scaffolding, carriage, freight, patterns, moulds, templates, preparing, fitting, fixing, and setting the same, as before mentioned, together with all contingencies, superintendence, and profit; but the Contractor is not to diminish the strength of the works, nor to make any alteration in the mode of execution, nor to use other materials than those specified, without the consent in writing of the Engineer. The Contract works and altered works are at all times during their progress to be kept clear of mud, silt, or other deposit, by dredging, washing, or otherwise, and no allowance or addition to the Contract prices will be made to the Contractor for keeping the works clear of silt, mud, or other deposit, or for any alteration or increase in any temporary works which may be considered necessary for doing the work, or for preventing damage or accident. In the event of any works being ordered for which the prices contained in the Schedule do not apply, or are not therein contained, the Engineers shall measure, value, and price out such additions or omissions as they shall think reasonable, having due regard to the Schedule of Rates for a proportionate value, and their decision as to such value shall be final and binding on all concerned. Alterations, deductions, additions, omissions, modifications, or deviations, are to be understood as applying only to decided variations in the plan or design, such as an increase or decrease in the total length of the walls, a decrease in width, and increase in depth, or an increase in the thickness of the crib work walls, substitution of one class of materials for another, adding works neither shewn, nor described, &c.; so long as such alterations, additions, or deductions in their total value do not add to or deduct from the Contract amount to a greater extent than 10 per cent.; for these or similar matters alone will any sums be allowed to the Contractor, or deducted from the Contract sum, and then only upon such written orders as have been given from time to time by the Commissioners or the Engineers in Chief. All other alterations, &c., consequent upon better disposal of materials, mode of construction, repairs, and such like, so long as the costliness of such materials, workmanship, &c., are of a trifling nature, in the opinion of the Engineers in Chief, shall be deemed as included in the Contract, and for which no extra sum will be allowed, under any consideration whatever, to the Contractor.

<sup>49</sup>  
 Measure-  
 ments to be  
 Nett,  
 The value of all or any additions, omissions or deductions, will be computed and paid for only upon the actual nett cubical, superficial or lineal measurements or weights, as the case may be, of executed work, found and fixed complete, in the permanent works without any allowance for extra quantities, waste, or labour, such as bevelled ends, waste ends in timber

work, notchings, laps, scarfs, pile-heads, ends of baulks, short ends of planks, &c., and neither such materials nor workmanship will be considered as extras, but will be distinctly understood to be covered by the rates and prices in the Schedule attached, which include all waste materials, plant, labour, diving, dredging, washing, contingencies and profit.

The works are to be commenced immediately upon an order to that effect being given, and the Contractor shall proceed with due diligence, and a degree of expedition proportioned to the time within which the whole is contracted to be completed; and in case the Contractor shall, in the opinion of the  
 10 Engineers fail to do so, by not commencing the works immediately, providing proper, good and sufficient materials, or not continuing them with the necessary and proper despatch, or fail to employ a sufficient number of proper and efficient workmen, or in case of his not removing immediately any defective works and materials, and replacing the same forthwith with approved workmanship and materials, or not conducting the work to the entire satisfaction of the Commissioners or their Engineers, or of not appointing a proper agent, foreman, or workmen, or of not discharging immediately any improper agent, foreman or workmen, and forthwith appointing proper persons, or if he sublet any portion of the work, except as aforesaid,  
 20 the above mentioned cases, upon a written statement from their Engineers, and without the necessity of giving to the Contractor any legal or other warning, or of taking any legal proceedings whatever, to refuse any more certificates or payments, and to suspend or discharge the Contractor from all further execution of all or any part of the works, and to enter upon and take possession of the works, and employ other parties to complete the same at such reasonable sums or prices as can be agreed for without delaying the progress of works; and the Contractor shall not molest or in any way interfere or hinder the workmen and others employed by the Commissioners in the execution and completion of the works; and should the expenses incurred by the Commissioners, or the sums or prices to be  
 30 paid to such parties be in excess of the prices in the Contract, the Contractor and his sureties shall be liable for such excess, and for all expenses consequent and contingent thereupon, as well as for all liabilities which may have been incurred under the Contract, also for any loss or damage which the Commissioners may sustain from the works not being completed within the Contract or extended time agreed upon. The Contractor, whether he may have real or supposed grounds or not, shall not have power at any time during the execution and maintenance of the works to take any legal or other proceedings whereby the progress or maintenance of the works may be hindered or stopped, but he shall be at full liberty at the expiry of the term of maintenance to refer all differences and disputes to  
 40 arbitration to the Engineers for their decision, as provided for under this Contract.

Clause 51.—Omitted.

Clause 52.—Omitted.

Clause 53.—Omitted.

The Contractor shall be paid for all work fixed and completed (subject to the conditions contained in this Specification) in the following manner:—As the work proceeds and upon the certificate of the Engineers

RECORD.

*In the  
Superior  
Court.*

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specification  
2nd  
May, 1877.  
*continued—*

50  
Progress.

54  
Payments  
and Accounts

RECORD.

*In the  
Superior  
Court.*

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specification  
2nd  
May 1877.  
*continued—*

being produced to the Commissioners, advances will be allowed at the rate of 90 dollars for every 100 dollars worth of the Contract and extra works executed, and the remaining 10 dollars at twelve months after the date of completion of the whole of the works. Such certificates, when granted to the Contractor, shall be subject to the conditions of the Contract until the whole of the works shall have been completed, delivered to, and accepted by the Commissioners; and should the Contractor carry on the works in a proper and expeditious manner, so as to leave no doubts as to the whole of the works being completed within the Contract or extended times the Engineers may from time to time, in their discretion, allow advances to be made on any approved building materials intended for use in the construction of the works, and lying upon the lands of the Commissioners. 10

**55** Certificates. All payments upon the Engineers' certificates will be regarded as approximate value only of works executed to the date of such certificates, and will be made within a reasonable time after they have been handed to the Clerk to the Commissioners, and no certificate at any time will be granted for a less sum than 9,000 dollars, that is, for 10,000 dollars worth of work executed, less 10 per cent retained. No payments on general account shall be taken to be an admission of the due performance or settlement of the Contract, or any part thereof, or of the accuracy of any claim, nor shall they conclude nor prejudice the powers of the Engineers, whether any certificates were granted by them upon the assumption that the works were properly executed or completed or not, nor shall they determine the sum or sums, or balance of money to be paid to or received from the Contractor, nor in any other way vary or affect the Contract entered into by the Contractor. All the accounts relating to this Contract between the Commissioners and the Contractor must be submitted to and adjusted and settled by the Engineers, and their certificate immediately hereinafter mentioned fixing the balance due to the Contractor on the completion of the works shall be conclusive and binding on both parties without any appeal. 20

**56** Certificate on Completion, and final Certificate. The Engineers, when the whole of the works shall have been properly and satisfactorily executed and completed, and all actions, suits, claims, penalties, liabilities, outstanding accounts, costs, expenses, injuries and demands whatsoever shall have been properly discharged, satisfied, paid or arranged for, will grant to the Contractor a certificate for the whole balance due to him of the Contract price, and for extras, if any, less 10 per cent, to remain in the hands of the Commissioners without interest for a further period of twelve months after completion, or until the expiry of the term for maintenance. On the expiry of such period the 10 per cent will be paid, provided a final certificate by the Engineers that the works have been upheld and maintained, in terms of the Contract, and relative Conditions and Specifications, is delivered to the Commissioners. 30

**57** Commissioners not bound to pay except on Engineers' Certificate. The Contractor shall not be entitled to demand, and the Commissioners shall not be bound to pay any sum of money, either for works in progress or completed, or for payment on account of the Contract price, or for extras alleged or admitted, until a certificate shall be granted by the Engineers that such sum is due and payable. 40

**58** Other modes of Payment. The above is not, however, to prevent any other modes of payment or advances of money that may be agreed upon between the Commis-

sioners and the Contractor, and any alteration in the mode of payment or advances of money so agreed upon shall not affect the liability of the Contractor or his sureties, or the validity of the Contract.

All works as they progress will be measured from time to time by the Engineers, and proper accounts, Bills of Quantities, or pay-bills made up and priced out according to the rates and prices of the annexed Schedule, which include all extras for works completed. The measurements and pay-bills for advances are to be made solely for the information and satisfaction of the Commissioners or their Engineers, and they shall not be allowed to constitute any legal evidence as to the facts therein stated, or to be taken as a statement or rate of progress of the works at the time they were made, but shall only be considered and taken as approximate estimates and guides to the Commissioners or their Engineers, for regulating the amount of any advances.

Clause 60.—Omitted.

The Contractor, at the expiration of the term of twelve months for upholding and maintaining the works, shall be paid the full amounts of any balances which may appear to be then due to him, provided the works have been thoroughly well upheld and maintained in good repair, working order and condition, and are handed over in a complete and satisfactory state in accordance with the Contract, failing which the Commissioners reserve the right to recoup themselves out of any monies or balances due to the Contractor, for, and on account of any expenses incurred by them in making good any defective work, workmanship and materials, damages by ice, storms, or from any neglect otherwise whatsoever.

The Contractor is to guarantee the stability of the works in the Contract until the entire completion thereof, as well as of any additional or altered works that may be ordered, and is to have the entire care of the whole of the permanent and temporary works, and shall be held liable and responsible for all accidents from whatever cause arising, and chargeable for anything that may be lost, stolen, removed, or destroyed, whether on land or afloat, to whomsoever belonging and shall also be held responsible for the making good of all damages arising from defective foundations, ice, high tides, failure of walls, or crib work, inclement weather, platforms, stagings, plant, and all defects in the said works, or to adjoining buildings, wharves, quays, walls, premises and properties, from effects of pile-driving, bad, or insufficient materials, bad work or workmanship, or any cause whatsoever, and whether such damage, defect, or defects may be or might have been discovered during the progress of the works, or in consequence thereof, or shall appear or be known after the completion thereof, or whether payment may wholly or partially have been made, or the works approved of as supposed to have been properly done; and no certificate or approval of any work by the Commissioners or their Engineers or Officers shall affect or prejudice the right of the Commissioners against the Contractor to be considered or held as at all conclusive to the sufficiency of works or materials. The Contractor shall indemnify and keep indemnified and harmless the Commissioners and their Engineers and their Assistants, and any of their Officers, from and against all actions, suits, claims, penalties, liabilities, costs, expenses and demands whatsoever, whether

RECORD.

In the  
Superior  
Court.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specification  
2nd  
May, 1877.  
continued—

**59**  
Accounts and  
Measure-  
ments.

**61**  
Ten per Cent.  
retained dur-  
ing term for  
Maintenance.

**62**  
Guarantee  
and Liability.

RECORD.

*In the  
Superior  
Court.*

No. 4

Plaintiff's

Exhibit

No. 2,

Form of

Tender and

Specifica-

tion 2nd

May 1877.

*continued—*

during the period of execution of the works, or the period for maintenance or at any other time, for all losses, damages, compensations, accidents, costs and expenses incurred by reason of the works, or in consequence of the operations, or of failure of the works, or of the Contractor or any of them.

Clause 63.—Omitted.

Clause 64.—Omitted.

**65**  
Maintaining  
Works until  
Completion.

The Contractor shall keep in a perfect state of repair, uphold, maintain, re-erect, and reinstate, all or any of the permanent or temporary works during the whole term of the Contract, and of any extensions of time granted by the Engineers, and up to any date or dates fixed for the completion of the whole or any portion of the works, whether caused by defective foundations, ice, high tides failure of walls or crib work, inclement weather, accidents, want of sufficient materials, proper plant, workmanship, or otherwise. The Contractor, on the completion of the works, shall give notice to the Engineers in writing, and the Engineers shall forthwith examine the whole of the works, and if found to be completed entirely to their satisfaction, and that of the Commissioners, the Contractor shall then be entitled to a final certificate from the Engineers, and the date so fixed shall be that from which the twelve months' period for maintenance shall extend. In the event of the works not being found completed to the satisfaction of the Engineers, they shall give notice in writing to the Contractor to remedy such defects, and the final certificate shall be withheld from the Contractor, and the date of completion postponed until such defective work has been remedied.

**66**  
Maintaining  
Works twelve  
Months after  
Completion.

The Contractor shall continue effectually to uphold and maintain the whole of the works in a good, substantial, perfect, efficient and sound condition throughout a full period of twelve months after the date of completion and of the final certificate, and in the event of the Contractor failing to uphold satisfactorily, as aforementioned, the maintenance of the permanent or temporary works, the Commissioners or their Engineers may, without notice to the Contractor, execute all and every work necessary, and deduct the cost of the same from any balances held by the Commissioners.

**67**  
Disputes.

Should any disputes arise as to the true meaning and intent of the said Specification, Bills of quantities, and Form of Tender and Conditions therein contained, Contract Drawings, or the formal Contract which may be executed, or about the quality of the materials, or as to the possession of ground, or the due and proper execution and maintenance of the works, as to liquidated damages for noncompletion of the works within the Contract time, or any extended dates for completion, or rate of progress, or as to the measurement or valuation of the works executed under this Contract, or as to alterations, deviations, additions, omissions, modifications, variations, or deductions, or as to any claim or claims which may be made or alleged by the Contractor for work extra to that specified or contracted for, or as the value of any work for which the prices in the Schedule do not apply, or as to accidents, damages, contingencies, or any other matter or thing whatsoever arising out of the Contract, the same shall be decided by the Engineers as sole arbitrators, and their decision shall be final and binding upon the Commissioners and the Contractor absolutely, without any power of appeal to any court of law, and the Commissioners and the Contractor shall be bound to implement and fulfil such decision.

The Contractor is immediately upon the completion of the whole of the works, or of any portion thereof, to clear up and cart away all rubbish and waste materials occasioned by the execution of the works, and all plant, piles, stumps, stagings, and other materials or utensils, made use of in the execution, and keep the whole of the grounds and works at completion, and during the twelve months of maintenance, in an orderly state, to the satisfaction of the Commissioners and their Engineers, and if the Contractor should fail to remove such rubbish, materials, or utensils within three days after notice to that effect being given by the Engineers or any of their Assistants, the Commissioners or their Engineers shall

10 cause the same to be removed to such places as they may direct, and the Contractor shall immediately repay to the Commissioners the amount of the costs of such removal before any certificate for the payment of the balances then due shall be granted.

Clause 69.—Omitted.

RECORD.

68  
Clearing up at  
Completion.  
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In the  
Superior  
Court.

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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
continued—

#### GENERAL DESCRIPTION OF WORKS.

The North Wall of the South Tidal Harbour is to be founded at a depth of 24 feet below datum or low water mark (as fixed on the Har-

20 bour Commissioners' tide gauge), on a layer or stratum of stone-ballast filling, 5 feet in thickness, and about 48 feet in width. For the reception of this stone ballast stratum, a channel or trench is to be dredged to a depth of 29 feet below datum, and the dredged materials from this trench are to be deposited in the embankment at the back of the quay wall. The Crib Work is to be ballasted, trimmed, floated out, and sunk on a prepared and perfectly level surface of the ballast stratum, and when the Crib Work is sunk and in its proper position its top is to be quite level, and at a height of 4 feet above datum. The front portion of the Crib Work is to be of box form, and is to be filled with Portland cement concrete to the level of 4 feet above datum, and behind the concrete bro-

30 ken stone ballast, or other suitable and approved materials, are to be filled in. From 4 feet above datum up to coping level, a Portland Cement Concrete Rubble Wall, having counterforts, and faced with timber, is to be built.

An Opening or Entrance of 84 feet 6 inches, at coping level, is to be formed in the North Wall of the South Tidal Harbour where shewn, or elsewhere as directed. On each side of the entrance an abutment block is to be sunk, and the superstructure carried up to coping level, to support a bridge spanning the entire opening. The bridge is to have a roadway of 20 feet in width as shewn.

The North Wall of the South Wet Dock is to be founded at a

40 depth of 10 feet below datum, on a layer or stratum of stone and clayey materials, 5 feet in thickness, and 31 feet in width. A channel or trench is to be dredged to 15 feet below datum for the reception of the clayey materials and stone. The dredged materials to be deposited in the embankment behind the quay wall. The Crib Work is to be ballasted, trimmed, floated out, and sunk on a prepared and perfectly level surface of the stratum of calyey materials and stones, and when the Crib Work is sunk and in its proper position its top is to be quite level, and at a height of 3 feet above datum. After

70  
North Wall of  
the South Ti-  
dal Harbour.

71  
Opening of 84  
ft. 6 inches in  
North Wall of  
the South Ti-  
dal Harbour,  
and Bridge  
over same

72  
North Wall of  
the South  
Wet Dock.

RECORD.

In the Superior Court.

No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877.

continued—

the front pilings are completed the Crib Work blocks are to be filled with Portland cement concrete up to 3 feet above datum, and a Portland Cement Rubble Concrete Wall with counterforts, is to be carried up to coping level. The front piles to be driven from temporary stagings, in short lengths, or by any other method as may be agreed upon from time to time with the Engineers.

**73** Dredged Channelways bottom, and having a slope on its south or city side, is to be dredged parallel to the North Wall of the proposed South Tidal Harbour, to a depth of 24 feet below datum, or low water mark. In continuation of the above a Channelway of 2,200 feet in length, and by 150 feet in width on bottom, with a similar slope on its south side, is to be dredged parallel to the North Wall of the South Wet Dock, to a depth of 10 feet below datum or low water mark. 10

**74** Crib Work at north-west end of Embankment near the Gas Works. A length of 650 feet of ordinary open Crib Work, about 6 feet in height, and about 9 feet in width, is to be constructed, ballasted, floated out and sunk into its proper position on the foreshore, near the Gasworks, with a toeing of stone, as shewn on general plan.

**75** Crib Work and Wharf at North-east end of Embankment next Ballast Wharf. A length of 455 feet of ordinary open Crib Work is to be constructed, ballasted, floated out and sunk in suitable lengths, in the positions shewn on plan. The first length starting from the Ballast Wharf is to be of an average height of 18 feet 6 inches, and 18 feet in width, and 120 feet in length. A second length of 80 feet is to be 15 feet in width, and of an average height of 13 feet 6 inches. A third length of 120 feet is to be 12 feet in width, and of an average height of 10 feet. A fourth length of 80 feet is to be 9 feet in width, and of an average height of 7 feet 6 inches; and a fifth or final length of 55 feet is to be 9 feet in width, and 6 feet in height, all of which when sunk in position are to have their tops to range in line at a level of 6 feet above datum, and to have a toeing of stone in front as shewn; also, a length of Vertical Timber Wharf, adjoining Ballast Wharf. 20

CRIB WORK FOR THE NORTH WALL OF THE SOUTH TIDAL HARBOUR. 30

**76** Crib Work for the North Wall of the South Tidal Harbour. The block adjoining the Ballast Wharf is to be constructed at an angle on plan to suit the angle and batter of the Ballast Wharf. Before the construction of this Crib Work block is proceeded with accurate templates of the angle and batter of the Ballast Wharf are to be taken and the block built to them.

Each section or block of Crib Work is to be of a clear and exact length of 40 feet, and to butt close to each other when sunk in position. The front face of the Crib Work is to have a batter of 1 in 24, the ends and back to be vertical. The Crib Work blocks are to be 28 feet in height, with a width at the base of about 32 feet, and at the level of 4 feet above datum or low water mark, 21 feet. 40

An entrance of 84 feet 3 inches in width at coping level is to be formed in the North Wall of the South Tidal Harbour. At each corner of the entrance there is to be a block of Crib Work 40 feet square, and 28 feet in height, battered on their front faces at 1 in 24, and vertical for their other three. These two blocks are to be similar in every respect to those of the Wall, with the exception that provision is to be made for returning the concrete wall into the entrance, for the whole length of the block of 40 feet, as shewn on the plans.

The Crib Work blocks of 40 feet in length, for the North Wall of the South Tidal Harbour, are to be built of Hemlock or of any other suitable timber, of good sound quality, free from shakes, dead knots, dead wood, and other imperfections. The whole of the timber is to average the sizes shown on the Drawings, and in every case there must be when notched down into position, at each crossing or bearing no meeting faces of less width than nine-tenths of that shewn on Drawing. The timber is not required to be sawn square, but may be used in the work if the baulks are adzed fair, square and straight, as generally used in the construction of similar works.

10 The front portion of the blocks, for a width from the face of about 11 feet, and for the whole length, is to be made of a box form, to receive Portland cement concrete, and the back portion of the Crib Work is to be filled with ships' ballast, or other approved and suitable materials, as may be directed.

The first two longitudinal bearers, and the two transverse tiers of stretchers or rows of timbers, from the bottom upwards, are to be 14 inches square, with the exception of the one extreme rear bottom longitudinal timber, which is to be 14 inches by 12 inches.

The second two tiers of longitudinal bearers, and the two transverse rows of stretchers above the last will be 13 inches square, with the exception of the 20 extreme rear longitudinal bearers, which are to be 12 inches by 12 inches.

The third two tiers of longitudinal bearers, and the two transverse rows of stretchers to the finish at a level of 4 feet above low water, are to have timbers 12 inches square.

The whole of the vertical timbers are to be 12 inches by 12 inches, with the exception of those in the face and back of the box for the concrete, which are to be 13½ inches by 12 inches.

The whole of the horizontal timbers, longitudinal and transverse, are to be notched 1½ inches in their sides, on to the vertical timbers, and the transverse baulks are to be notched 1½ inches down on to the longitudinal timbers.

30 All the vertical timbers are to be tenoned, or otherwise fixed into the bottom longitudinal bearers, as shewn.

The ends of the two lowermost tiers of transverse stretchers are to project 6 inches beyond the longitudinal bearers upon which they bear and are to be notched down as shewn on Drawings.

The ends of the third tier of transverse stretchers, from the bottom, are to project 4½ inches, and the ends of the three remaining ones 3 inches.

There are to be provided and fixed complete two bolts at each intersection of the horizontal baulks with the uprights, one to connect the transverse stretchers to the verticals, and the other to connect the longitudinal bearers with the verticals.

40 The Crib Work is to have at its toe on the face of the block, two longitudinal timbers 14 inches by 14 inches, laid with a space of 3 inches between them, to allow of the vertical planking forming the front of the box to pass down and be secured between them. These timbers are to be bolted together by 1-inch diameter bolts, to have No. 7 bolts properly distributed in the length of one block of 40 feet.

There are to be longitudinal bearers at the extreme rear of the Crib Work, one baulk being 14 inches square, and the other 14 inches by 12 inches, secured together by No. 6 1-inch diameter screw-bolts and nuts, and arranged at convenient distances apart, as shewn.

RECORD.

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In the  
Superior  
Court.

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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

RECORD.

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*In the  
 Superior  
 Court.*  
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No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
 tion 2nd  
 May 1877.  
 continued—

The second and third tiers of longitudinal and transverse timbers, from the bottom, are to be secured to the vertical uprights by  $\frac{3}{4}$ -inch diameter screw-bolts, 26 inches long, and at the remaining intersections by  $\frac{1}{2}$ -inch diameter screw-bolts, also 26 inches long.

Hemlock planks, 11 inches by 3 inches in thickness, are to be provided and secured to the front rows, and the third rows of longitudinal timbers from the face, as shewn on plan, by  $\frac{1}{2}$ -inch spikes 7 inches long, each plank is to be secured by two spikes at each intersection with a longitudinal bearer.

It is not proposed to have any planking at the ends of the Crib Block, beyond what is shewn. Before the blocks are sunk in position the ends of the blocks 10 are to be temporarily closed by 4-inch planking or sheet-piling secured at a level of 12 inches above the bottom of the Crib Work, and temporarily secured to the timbers at their tops by spikes and dogs, and when the block is sunk in position the 4-inch sheet-piling is to be driven one foot into the foundation filling, and afterwards removed, prior to commencing another section of the concrete. Any other mode of closing the ends of the box for the concrete within the parallel rows of 3-inch planking, during the execution of the works, may be adopted by the Contractor, provided the sanction of the Chief Engineers has been obtained, and no extras are incurred by the adoption of any alternative mode for filling in the concrete. It is absolutely necessary that the ends of the blocks should be 20 closed by planking or sheet-piling, to prevent the Portland cement in the concrete from being washed out during the process of filling in and setting.

77  
 40 feet square  
 Blocks to  
 North Wall of  
 the South  
 Tidal  
 Harbour.

The two 40-foot square Crib Work Blocks to the 80-foot Entrance in the North Wall of the South Harbour are similar in construction to those for the other portions of the wall. The whole of the baulk timber for these blocks is to be of Hemlock. The two lowest tiers of longitudinal bearers and transverse stretchers are to be 14 inches square. The two next above courses are to be 13 inches square, and the two top courses 12 inches square. The three upright outside timbers, at the corners of the blocks, are to be 14 inches by 14 inches, tenoned 4 inches into the bottom transverse 30 timbers or stretchers. The eight outside uprights, to the outside ends of the blocks, are to be 14 inches by 12 inches, tenoned into the bottom transverse stretchers as before. The front, the third, and the back row of vertical timbers are to be 13 $\frac{1}{2}$  inches by 12 inches, tenoned 4 inches into the bottom transverse timbers, as shewn; the remainder of the uprights are to be 12 inches square, and tenoned to the same depth as the others, into the bottom bearers. At the bottom of the blocks there are to be additional timbers at the fronts and backs of the compartments, for the concrete to receive the feet or lower ends of the plankings. These baulks are to be secured to the adjoining baulks, and the plankings between them with No. 14 1-inch diameter screw-bolts, 34 inches long, with stout nuts and 40 washers to correspond.

All the longitudinal bearers and transverse stretchers are to be notched 1 $\frac{1}{2}$  inches on to the uprights, where they cross them, as shewn on Drawings, and the stretchers notched on the longitudinal bearers, but none of the uprights are to be notched. The longitudinal bearers and transverse stretchers are to be secured to the uprights: the 14 inch, second tier of timbers by  $\frac{3}{4}$ -inch screw-bolts, 28 inches long, with nuts and washers; the 13-inch timbers by screw-bolts  $\frac{3}{4}$ -inch

and  $\frac{3}{4}$  inch diameter 27 inches long, and the upper or 12-in. timbers by  $\frac{3}{4}$ -inch RECORD.  
screw-bolts 26 inches long, with stout nuts and washers to correspond.

Immediately on the top of the bottom longitudinal bearers, and at the  
extreme ends (or sides) of the blocks are to be fixed two transverse stretchers,  
side by side, one 14 inches square, and the other 14 inches by  $10\frac{1}{2}$  inches, the  
whole secured and bolted to the inner and outer uprights by  $\frac{7}{8}$ -inch screw-bolts  
38 inches long, with nuts and washers.

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*In the  
Superior  
Court.*

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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

The transverse stretchers on the outside of these blocks have an upright or  
vertical on each side of them, and inner and an outer one, the whole to be bolted  
10 together with screw-bolts from  $\frac{3}{4}$ -inch to 1 inch diameter, averaging 36 inches in  
length, with nuts and washers to correspond.

The Waling at the level of 4 feet above low water mark, for the 40-foot  
square blocks and for the ordinary 40 feet by 30 feet blocks, is to be of Hemlock,  
or other suitable timber, 13 inches square, notched, screw-bolted, and scarfed as  
shewn.

These blocks are to have their front faces of the ordinary batter of 1 in 24,  
and all other faces vertical.

The 3-inch planking of the compartment for the reception of the concrete is  
to be secured to bearers and stretchers with No. 2  $\frac{1}{2}$ -inch spikes, 7 inches long, at  
20 each crossing of bearers and stretchers.

The short pieces of planking to fill up spaces between the stretchers are to  
be spiked to the bearers, and to short blocking pieces spiked to top sides of  
stretchers.

No. 13 pockets, 8 feet deep by 13 inches by 13 inches inside, clear dimen-  
sions, are to be constructed of 2-inch planking, and secured to bearers and  
planking, and firmly bedded in the concrete for the reception of the feet of the  
uprights.

The Contractor is to provide all necessary plant, timber and ballast, together  
with all labour for the ballasting, floating out and sinking into proper and exact  
30 positions and levels, complete, without any extras whatsoever; the whole of the  
Crib Work Blocks throughout the works, and is to be liable for all risks and  
contingencies in connection with the same.

Extra or double verticals are to be inserted and fixed complete in the 40-foot  
square blocks, where shewn on Drawing.

#### CRIB WORK BLOCKS FOR THE NORTH WALL OF THE SOUTH WET DOCK.

The Crib Work Blocks for this Wall are to be constructed in lengths  
of 42 feet, from out to out, and of an average width of ten feet 9  
40 inches, and a depth of 13 feet, the top surface being at a level of 3 feet  
above low water mark when sunk in position. The whole to be of  
sound Hemlock or other suitable and approved timber. The horizontal bea-  
rers are to be three in number, in the total height in front, and three at the back,  
all 11 inches square. There are to be No. 14 vertical timbers, seven in front and  
seven at the back of the Crib Work, also 11 inches square.

78  
Crib Work  
Blocks for the  
North Wall of  
the South wet  
Dock.

The longitudinal bearers are to be bolted to the verticals with  $\frac{7}{8}$ -inch diam-  
eter screw bolts, with nuts having washers, 4 inches by 4 inches by  $\frac{3}{8}$ -inch. The  
bearers are to be notched  $1\frac{1}{2}$  inches on to the verticals as shewn.

RECORD.

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*In the  
 Superior  
 Court.*  
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No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specification  
 2nd  
 May 1877.  
*continued—*

The three tiers of transverse stretchers at the two extreme ends of Crib Work are to be 11 inches square, notched  $1\frac{1}{2}$  inches on to the back and front verticals, and secured with  $\frac{7}{8}$ -inch screw-bolts, with nuts and washers.

The two systems of stretchers next the extreme ends of blocks, and those in the middle of the block, to be of timber 9 inches by 3 inches, notched  $1\frac{1}{2}$  inches over longitudinal bearers at the three different levels as shewn, and secured to the verticals at top and bottom with  $\frac{7}{8}$ -inch diameter screw-bolts, with nuts and washers, and at the middle with  $\frac{7}{8}$ -inch diameter screw-bolts, with nuts and washers to correspond.

The diagonal bracings to these stretchers to be of 9-inch by 3-inch timber, 10 and secured with No. 5  $\frac{7}{8}$ -inch diameter screw-bolts, with nuts and washers. A blocking piece to be fixed at the crossing, between the diagonal bracing as shewn and at the bottom.

The series of stretchers, at 14 feet from the extreme ends of the block, are to be of 11-inch by 6-inch timber, fixed at three different levels, as shewn, notched  $1\frac{1}{2}$  inches on to longitudinal bearers, and secured with  $\frac{7}{8}$ -inch diameter screw-bolts, with nuts and washers.

The rough Hemlock back planking to the Crib Work is to be  $2\frac{1}{2}$  inches thick, and spiked to the back verticals with  $\frac{1}{2}$ -inch spikes.

Packing or blocking pieces are to be fixed, as shewn, at the top of the Crib 20 Work, to receive the top ends of the planks which are to be spiked thereto.

No. 3 horizontal temporary bracings are to be provided to each block at the top and bottom of the Crib Work blocks, and so arranged as to be easily removed and re-used.

Temporary doors in front of the Crib Work blocks are to be provided to facilitate the getting in of the face of fine concrete. Probably three sets of doors may be sufficient for the execution of the whole of the work, but should more be required the Contractor will have to provide them at his sole cost.

Guides or grooves for doors to slide in are to be 4 inches by  $3\frac{1}{2}$  inches, with 11-inch by 3-inch facing piece in front, as shewn, well secured by spikes to the 30 front verticals.

The Contractor will have to provide at his sole cost the necessary rough timber and ballast, and take all risks in sinking the Crib Work blocks, as provided, for the placing of the Crib Work blocks in position for the North Wall of the South Tidal Harbour.

An alternative design for the Crib Work blocks is shewn on Drawings for this wall, and the Contractor may be directed to substitute it for the above form, which is provided for in the Quantities and Contract. Should the Contractor be directed to adopt the alternative plan, or second mode of constructing the Crib Work, the alteration will be measured and valued by the Engineers in Chief, 40 having due regard to the prices attached to the items in the Schedule, and the Contractor will be bound to abide by the valuation of such alteration made by the Engineers in Chief, and their decision shall be final and binding on all parties.

## CONCRETES.

The Portland cement for the whole of the works is to be provided by the Contractor and at his sole cost.

The Portland Cement Fine Concrete in the face of the Crib Work blocks to carry the superstructure, is to be 2 feet 3 inches in width at the levels of 4 feet and 3 feet above low water mark respectively, or at the top of the substructure, and is to average for the North Wall of the South Tidal Harbour 3 feet 3 inches in width at the bottom, and for the North Wall of the South Wet Dock 2 feet 6 inches in width, and is to be composed of four measures of a mixture of perfectly clean fine ballast and coarse clean sharp sand, to one measure of Portland Cement, the whole to be thoroughly well and properly mixed.

The cement to be used throughout the works is to be of Portland, of the best quality, finely ground, passed through a sieve of 2500 meshes to the square inch, and weighing not less than 120 lbs. to the imperial struck bushel. It shall be deposited upon the works at least one month before it is required for use, and at least two tests shall be made—one at the time of the delivery of the cement, and another on the tenth day after delivery. These tests are to be made from samples taken from every twenty-fifth bushel. After having been mixed and cast in moulds as directed, they shall remain in the open air for twelve hours, and then be immersed in water for seven clear days, at the end of which time, if the samples do not bear a tensile strain, or dead weight, of 1000 lbs. to a section of 1½ inch by 1½ inch, the cement shall be forthwith rejected, and removed from the works and premises.

The Portland cement coarse concrete, at the back of the facing of fine concrete, is to be composed of eight measures of coarse clean sharp ballast and sand and one measure of Portland cement, and is to completely and solidly fill the compartments or divisions formed by planking for its reception, from the level of the bottom of the Crib Work up to 4 feet and 3 feet above low water mark respectively, or to the base of the superstructure of the walls.

The whole of the concrete for these works is to be thoroughly and well mixed by approved machines, similar to those used for making concrete blocks, or mixed dry, as may be directed, on a damp-proof floor under cover, and afterwards placed in machines, and water gradually added until the concrete is in a proper state of consistency for immediate use in the works.

The fine and coarse concretes are to be lowered and deposited in position by means of properly constructed covered boxes or skips. A layer of the fine or front concrete is always to be kept in advance of the coarser or back concrete, by a height of at least 9 inches. The greatest possible care is to be exercised in lowering and placing the concretes in position, to prevent any separation of the cement from the ballast or sand, and also to ensure the fine concrete being placed close against the front plankings. Approved appliances are to be used for ramming the concrete close up to the planking, and under the longitudinal bearers and cross stretchers, so as to make perfectly solid work, free from all cavities and defects. The expense of making the cement test in England or elsewhere to be defrayed by the Contractors, provided the Contractors require the same to be done.

#### SUPERSTRUCTURE OF THE NORTH WALL OF THE SOUTH TIDAL HARBOUR.

On each ordinary block of Crib Work, of 40 feet in length, there are to be No. 7 upright timbers, of good sound yellow pine, 12 inches square, of the length shewn, which uprights are to have their feet let down into boxes formed of boarding, prepared for their reception, and

79  
Concretes in  
substructures

RECORD.

—  
In the  
Superior  
Court.

—  
No. 4  
Plaintiff's  
Exhibit

No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
continued—

80  
Superstruc-  
ture of the  
North Wall of  
the South Ti-  
dal Harbour.

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —

No. 4

Plaintiff's  
Exhibit

No. 2,

Form of

Tender and

Specifica-

tion 2nd

May 1877.

*continued—*

built into the concrete. The uprights are to be sawn on one face only, set up to proper batters, and their feet run up solid and firmly secured in the boxes by Portland cement grout, composed of one of cement to two of sand, and screwed bolted with one  $\frac{7}{8}$ -inch screw-bolt, 30 inches long, to each, and further rag bolted if directed to the top horizontal timbers as shewn.

The two 40-foot square blocks forming the abutments of the bridge, and wings to the 80 feet entrance, are to have No. 13 yellow pine uprights to each block of the length shewn, 12 inches square, let into boxes run up with cement compo. and bolted as described for the other uprights in the ordinary blocks.

The four upper walings are to be 12 inches by 9 inches of good sound white 10 pine timber, sawn square, free from sap on all sides, and secured to the front piles (except opposite the counterforts where the tie-bolts are to be inserted), by  $\frac{3}{4}$ -inch screw-bolts 24 inches long. The scarfings of the wales of 40 feet in length are to be as shewn on drawing, or not nearer than about 14 feet from the end of any Crib Work block, and are to have four  $\frac{3}{4}$ -inch screw-bolts to each, or as may be otherwise directed or approved of by the Engineers.

The whole of the front face of the North Wall of the South Tidal Harbour, and to entrance works from the level of 4 feet above low water mark to the underside of the coping, is to be of 4 inch white pine planking of not less than 11 inches wide, and to be secured to the wales by two  $\frac{1}{2}$ -inch ragged spikes, 20 9-inches long, at the crossing of each wale, and to the cill piece at foot, or No. 10 spikes to each plank.

The front coping or capping piece is to be of Rock Elm timber 15 inches by 13 inches, with 3 inches rounded nosing, secured to the heads of the uprights and to the top waling, as shewn, with two  $\frac{3}{4}$ -inch ragged bolts 21 inches long and 18 inches apart, driven horizontally and diagonally alternately, or as may be otherwise directed.

The back coping or capping piece is also to be of Rock Elm 15 inches by 9 inches, morticed down to the heads of the uprights, as shewn, and secured by  $\frac{3}{8}$ -inch ragged down bolts 24 inches long, driven diagonally into the heads of the 30 uprights and backs of the top wales.

Rock Elm fenders 12 inches by 6 inches, are to be of the form and lengths shewn, rounded at top and bottom and at their arisses, secured to the planking and walings by two  $\frac{3}{4}$ -inch ragged bolts 16 inches long at each crossing of the walings. There are to be No. 4 fenders (or 10 feet apart) to each 40 feet block.

There are to be three tie-bolts to each counterfort of the North Wall of the South Tidal Harbour. The upper one to be 10 feet long and  $1\frac{1}{4}$  inches diameter; the middle one 11 feet 6 inches and  $1\frac{3}{8}$  inches diameter; and the lower one 13 feet and  $1\frac{1}{2}$  inches diameter, screwed at both ends, nuts, and 6 inches square washers  $\frac{3}{4}$ -inch thick, let into waling for  $\frac{3}{4}$  of an inch. The cast iron washers at 40 the back of the concrete are to be 12 inches diameter, and to average  $1\frac{1}{4}$  inches thick, and of the form shewn.

The whole of the bollards or mooring posts for the quays to be of Rock Elm 16 inches square, and to stand up 3 feet 6 inches above quay level, and built 9 feet into the concrete counterforts, and with No. 4 moulded chocks 3 feet long by 12 inches by 6 inches to each head of post, and secured with No. 3  $\frac{3}{8}$ -inch ragged spikes 10 inches long.

The bollards are to be placed at distances of about 40 feet apart, and are to be built in to the concrete at the angle shewn on drawings. The back baulks, ties, upper and lower crosspieces, are to be of 12 inches by 9 inches. White Pine, or other sound and approved timber, secured with  $\frac{3}{4}$ -inch and  $\frac{7}{8}$ -inch diameter bolts, as shewn. The whole of the ties, baulks, and cross-pieces are to be notched on to each other for a depth of  $1\frac{1}{2}$  inches, and to the post.

At quay level, for an area of 2 feet 3 inches radius around the bollards, a layer of 2 to 1 cement compo. 3 inches in thickness is to be laid complete on concrete counterfort, and weathered with a fall 1 to 12 all round each post.

10 In the entire length of the North Quay Wall of the South Tidal Harbour there are to be provided and fixed No. 4 Ladders, consisting of one extra Rock Elm fender-piece, bolted in the same manner as the other fenders, and fixed at a clear distance of two feet, having rungs 4 inches by 2 inches of Rock Elm sunk into the faces of the fenders for a depth of two inches. A rubbing or cover-piece of 12 inches by 4 inches Rock Elm is to be spiked with 9 inches spikes to the faces of the fenders. The whole of the arrisses are to be slightly rounded or chamfered. There are also to be No. 8 Ladders in the face of the North Quay Wall of the South Wet Dock similar in every respect, with the exception that the extra fender is to be  $7\frac{1}{2}$  inches by 12 inches.

RECORD.  
—  
*In the Superior Court.*  
—  
No. 4  
Plaintiff's Exhibit  
No. 2,  
Form of Tender and Specification  
2nd May, 1877.  
*continued—*

20 SUPERSTRUCTURE OF THE NORTH WALL OF THE SOUTH WET DOCK.

The main or gauge piles to the North Wall of the South Wet Dock are to be of Yellow or Red Pine, 15 inches square, placed every 7 feet from center, and driven at a batter of 1 in 24 to a depth of 7 feet below the bottom of the clay and ballast foundation, or to 22 feet below low water mark or datum.

The piles may be driven before the foundations of ballast and clay filling is put in the dredged trench.

30 The sheet piles are to be Yellow or Red Pine  $7\frac{1}{2}$  inches thick by about 14 or 15 inches wide, and driven to a depth of about 6 feet below the bottom of the clay and ballast filling foundation, or to 21 feet below low water mark or datum.

All the main and sheeting piles are to be sawn on their front faces and joint sides, or adzed fair, and every possible care is to be taken to insure watertight and perfectly close joints, and to be of sufficient lengths to allow of cutting off any portions of the heads that may be damaged during the process of driving or otherwise.

40 All the joint sides of the whole of the main and sheeting piles are to be sawn or adzed fair and ploughed, and tongued with 2 inches by  $\frac{1}{2}$ -inch wrought iron strips if watertight joints cannot be obtained otherwise, and every possible care is to be taken to insure watertight joints. Should any open joints be discovered on examination, they are to be bored down vertically to a depth past such imperfections, and iron rods, or stop-waters, in diameter at least  $1\frac{1}{2}$  times the size of the openings, are to be provided, and driven down to insure perfect safety.

82  
Gauge piles to South Wet Dock Wall.

83  
Sheet piles to South Wet Dock Wall.

84  
Sawing of piles.

85  
Defective joints and sheeting to be made close.

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —  
 No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
 tion 2nd  
 May 1877.  
*continued—*

**86**  
 Damaged  
 piles.

All piles which are split or twisted in the process of driving, or are not in line or to the proper batter, are to be drawn, and others driven in their places, by, and at the sole cost of the Contractor.

The Contractor is to be responsible for all damages to the piles caused by sunken timber, boulders, or any other obstructions during the process of driving, and is to replace the damaged piles by new ones, and is to be liable and pay all costs and expenses consequent upon such contingencies.

**87**  
 Temporary  
 Wallings to  
 pilings.

Three temporary rows of walings and packing pieces are to be fixed to the main or gauge piles for the sheet pilings during the process of driving, and any walings and cleats that may be found necessary for getting in the main piles are to be provided, fixed, and removed at the sole cost of the Contractor. 10

**88**  
 Shoes to piles.

Shoes weighing 40 lb each are to be provided, fitted, and fixed to the main piles, and of 25 lb each to the sheeting piles. Any extra weights of shoes required beyond those provided for under the Contract, are to be supplied at the sole cost of the Contractor.

**89**  
 Permanent  
 Wales, &c.

There are to be three rows of 12 inches by 12 inches, and one of 18 inches by 12 inches of Yellow or White Pine wales at backs of front pilings, secured to each main pile with 1-inch diameter screw-bolts 30 inches in length, with nuts and washers complete, but where the tie-bolts occur at each counterfort they are to be secured with 1-inch square ragged bolts 21 inches long. 20

The filling-in pieces under the front coping between the main piles are also to be secured by No. 3 1-inch screw-bolts 30 inches long to each bay, the same as for the wales.

**90**  
 Rock Elm  
 Coping.

The front and back copings are to be of Rock Elm, and of the greatest lengths procurable. The front coping is to be 15 inches by 12 inches, with 3 inches rounded nosing, as shewn, and morticed down on to the heads of the main piles, and secured with  $\frac{3}{4}$ -inch square ragged bolts 21 inches long and 3 feet apart, and further diagonally fastened to top walings by  $\frac{3}{4}$  inch ragged bolts 24 inches long and 3 feet apart, which are to alternate with the vertical ragged bolts. 30

The Rock Elm back copings are to be 12 inches by 4 inches, secured to the top walings, and to the backs of the front copings by  $\frac{1}{2}$ -inch ragged spikes 10 inches long at every two feet apart.

**91**  
 Rock Elm  
 Fenders.

The front fenders are each to be of Rock Elm in one length of 23 feet, and 12 inches by 6 inches each, secured with No. 12  $\frac{3}{4}$ -inch ragged spikes 12 inches long.

**92**  
 Tie Rods.

There are to be three tiers of ties 21 feet apart, or to every counterfort; the upper ones to be  $1\frac{1}{4}$ -inch diameter and 11 feet 9 inches inches long; the middle  $1\frac{3}{8}$ -inch diameter and 13 feet long; and the lower ones 13 feet 3 inches long and  $1\frac{1}{2}$ -inch diameter, all to be screwed at each end. 40

The wrought iron washers to the ends of the rods at the faces of the piles to be 6 inches square and  $\frac{3}{4}$ -inch in thickness. The plates only for their full thickness are to be let into the faces of the main piles, and the nuts let into the fenders.

## SCREENS.

RECORD.

Screens or Low Breastworks are to be placed in lengths, as may be found necessary, along the north side of the dredged trenches, to afford efficient protection from siltings-up in the newly-dredged trenches, and may be removed as the works progress, under the sanction of the Engineers, and when the substructure, with their backing, are brought to the level of the bank.

93  
Screens to  
protect dredged  
trenches  
from wash.

In the  
Superior  
Court.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
continued---

The Screens proposed, and which are included in the Quantities, consists of timber piles 8 inches square and 15 feet long, pitched, 10 feet apart, and driven 10 feet into the ground at the batter shewn, leaving the heads 5 feet above the surface, to which 4-inch planking is spiked; half timber raking ties are to be secured to heads of the piles, and their feet to a longitudinal baulk running the whole length, which latter are to be buried or covered with large stones and ballast, which may probably be supplied by the Commissioners to the Contractor - who will probably have to find all labour in placing the materials in position, and maintaining and removing such of the material as may be required from time to time for re-use.

500 feet run of these timber screens has been provided for in the Quantities, more or less, to be at the sole cost and risk of the Contractor.

20

## DREDGINGS.

Hopper or fixed Dredgers, fitted up with ejectors or not, may be supplied or hired. The Commissioners will do their utmost to secure for the Contractor suitable plant on reasonable terms of hire. In the event of their failing to do so, the Contractor will then have to find all the necessary dredgers, ejectors, punts, scows, hopper barges, tugs and lighters, and other plant. The Contractor will in no wise be bound to accept the hire or use of any plant the Commissioners may wish, he being at perfect liberty to find, procure, hire, or make such plant as may be, in the opinion of the Engineers, efficient for all due and proper execution of the works in the most expeditious manner, to ensure completion within the time stipulated in the Contract.

94  
Dredged  
trench for the  
foundations  
of the Quay  
Walls.

The Commissioners may, in their option, and without in any way affecting the validity or rendering void the Contract, execute any portion or portions of the dredging out of the trenches or channelways as they may think fit, and the Commissioners shall have full power and be at perfect liberty to deduct from the Contract the value of such dredgings, which value is to be based upon the schedule price attached to each item, and for which the Contractor has agreed to execute the whole of the dredgings, without any extras whatsoever for plant and contingencies and maintenance. Such deductions are to be made in full, less 10 per cent. which the Contractors shall be entitled to as profit, in the event of the Commissioners undertaking the dredgings, or any portion or portions thereof. This clause is inserted to provide a probable contingency of the Commissioners being better able to secure powerful and suitable dredgers, with ejecting machinery, especially adapted for the works, than the Contractor.

The Contractor, however, must be prepared to execute the whole of the works, inclusive of the dredgings, in accordance with the schedule prices, and

RECORD.

*In the Superior Court.*

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.  
*continued—*

when the Contractor's tender is accepted, he will be rigidly held as having undertaken the responsibility of providing all the necessary and suitable plant, inclusive of the purchase or hire of powerful and suitable dredgers to carry on the works at a rate of progress bearing due and proper proportion to the time stipulated in the Contract for the completion of the whole of the works.

**95** Trench to North Wall of the South Wet Dock. A trench is to be dredged for the whole length of this wall to a depth of 15 feet below datum or low water mark. The bottom width of the trench at this depth is to be 25 feet, and the side slopes are to be 1½ feet horizontal to 1 foot vertical.

**96** Trench to North Wall of South Tidal Harbour. The trench for the whole length of the North Wall of the South Tidal Harbour is to be dredged to a depth of 29 feet below low water mark, at which depth the bottom width is to be 45 feet, and an extra width, as shewn, returned into the entrance of 80 feet, for the foundation of the 40 feet square blocks, and the side slopes are to be 1½ feet to 1 foot, or such other slopes as may be found requisite to enable the artificial substratum or foundation of stone and clay to be filled in. The trenches are to be dredged out in such lengths or sections from time to time as may be directed by the Engineers, so as not to have greater lengths open than there are material for filling in the foundations. Simultaneous dredging operations are to be carried on from the Gas Works and Ballast wharf ends of the trench. 10

**97** Breastwork or Screens. A form of breastwork or screen, as elsewhere described, consisting of a timber trestle, with planking and stones in front, as shewn on drawings, is to be placed on the north or exposed side of the trench, to protect the newly dredged trench from wash and siltings, or the Contractor may substitute a bank of stones, or adopt any other method, with the sanction of the Engineers.

**98** Materials from trenches. The whole of the materials from the dredged trenches are to be deposited by punts or means of ejectors fixed to the dredgers, or other suitable and approved appliances, at the backs of the walls in the embankments in such manner and at such times as may be directed by the Engineers. Any boulders or other obstructions found during the dredging operations below the surface of the bank are to be removed by blasting, divers, or otherwise, and deposited in the slopes, backing, &c., as may be directed. Any sand found in the dredged materials may be used in the concretes, provided it is clean, sharp, and fit for the works. The Contractor will be at liberty to wash any of the sharp and suitable sand which may not be quite fit for use in the works, provided such has been approved of by the Engineers in writing. 30

CHANNELWAYS.

**99** Dredged Channelways in South Tidal Harbour and South Wet Dock. The Channelway along the front of the North Wall of the South Tidal Harbour, and parallel thereto, is to be 1,240 feet in length, having a clear breadth at the bottom of 150 feet, and a full and uniform depth of 24 feet below Low Water mark or datum. 40

The Channelway along the front of the North Wall of the South Wet-Dock, and parallel thereto, is to be 2,200 feet in length, having a full clear width at the bottom of 150 feet, and a full and uniform depth of 10 feet below Low Water mark or datum.

The end next the Gas Works is to be of a curved form as shewn. The whole of the slopes from the bottom up to the level of the present surface of the bank in the Harbour are to be formed at the rate of  $1\frac{1}{2}$  feet horizontal to one foot vertical. The slope or step up from the 24 feet depth to the 10 feet depth at the junction of the two walls is to be of  $1\frac{1}{2}$  to 1 as before described, or to such other flatter slope as may be determined upon.

The full depths, width, and slopes of the Channelways and of any area that may be dredged in the South Tidal Harbour outside of the Channelways, are to be maintained by the Contractor at his sole cost for the full term of maintenance, or a period of twelve months after the completion of the whole works, in accordance with the terms of the Contract, whether any assistance had been given by the Commissioners or not in supplying or providing plant to the Contractors, or by their having executed any portion of the Dredgings, or the whole of them.

Any boulders, timber, or other obstructions which may be found below the surface during dredging operations are to be removed by divers, blasting, or otherwise, and placed where directed by the Engineers in toeings, pitching of slopes, ballast, and roadways, &c.

The whole of the dredged materials from these channelways are to be deposited by hopper barges, punts, or scows, over the area of and in the Embankments up to as high a level as practicable above Low water mark during high water, and above this level the materials are to be forced or filled in to the Embankments by Ejectors attached to Dredgers, or by Elevators from scows, punts, lighters, &c., or by any other means to be sanctioned and approved of by the Engineers, provided those means are of such a character as to leave no doubt that the works will be carried on in an expeditious manner. As to the hire of hopper or fixed Dredgers, and suitable plant for the carrying out of these portions of the works, the conditions or terms contained in the clause for "Dredged Trenches for the Foundations of the Quay Walls," are to apply to the dredgings for these Channelways, &c.

### STRATUM IN TRENCHES.

The trenches are to be filled in for 5 feet in depth throughout their entire length to receive the Crib Work blocks. The first portion, or the Trench under the North Wall of the South Tidal Harbour, is to be of an average width of 45 feet, and returned into the 80 feet entrance under the 40-foot square blocks, and may be of loose stones, rough ballast, or brick rubbish. The second portion, or the trench under the North Wall of the South Wet Dock, is to be composed of good clayey materials and stones mixed in about equal proportions, or such other proportions as in the opinion of the Engineers may be found necessary to ensure a foundation that will practically be watertight throughout the entire stratum of 30 feet in width and 5 feet in depth. The Contractor is to deposit any suitable materials that may be supplied by the Commissioners or himself into the trench in uniform layers, as may be directed by the Engineers, and is to finish off the top surface to regular depths of 24 feet and 10 feet below Low Water respectively for the two Walls; all lumps in the filling to be levelled down and hollows brought up, and heavy cast iron punners

RECORD.

In the  
Superior  
Court.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specification 2nd  
May, 1877.  
*continued—*

100  
filling in  
trenches with  
clay, stone,  
and ballast.

RECORD.

—  
*In the  
 Superior  
 Court.*  
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No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specification 2nd  
 May 1877.  
*continued—*

are to be used, not only for hardening the surface, but for testing the uniformity of depth and solidity of the stratum prior to any sanction being given by the Engineers for the sinking of the Crib Work blocks, which sanction will, under no circumstances, be granted, unless the Engineers are fully satisfied that the foundation is fit for their reception.

### CONCRETES IN SUPERSTRUCTURE OF ALL WALLS.

*Some of the Ballast for the Concretes may probably be supplied to the Contractor by the Commissioners on the same conditions as described under clause number one hundred and twenty-five.*

10

**101**  
 Fine concrete Behind the front plankings of the South Tidal Harbour Walls and the front pilings of the face of the South Wet Dock Wall there is to be a facing of Portland cement fine concrete from 4 feet and 3 feet above low water mark respectively, to copings, of 2 feet 3 inches average thickness, for the North Wall of the South Tidal Harbour, and 18 inches for the North Wall of the South Wet Dock. The fine concrete is to be composed of one measure of Portland cement to four measures of sharp clean fine ballast, thoroughly well mixed before being used in the works, as elsewhere described. 20

**102**  
 Rubble Concrete The rubble concrete for the walls and counterforts at the back of the facing of fine concrete is to be of the thickness and dimensions shewn and composed of a mixture of eight of coarse ballast, broken stone, or other hard and suitable materials, to one of Portland cement, thoroughly well mixed, as elsewhere described for concrete.

**103**  
 Clay stanks, Clay stanks are to be kept at least 12 inches higher than the concrete as the works progress, or boards may be used for the same purpose in lieu of the clay, in order that the concrete may be run in in a soft state in layers of about 12 inches, and that the boulders or large stones may be thrown into the concrete whilst green, and thoroughly embedded and covered so as to prevent open joints, and every course (prior to erecting each stank) of 12 inches is to be thoroughly grouted up with thin Portland cement concrete. The facing of fine concrete to be kept slightly in advance of the back or coarse concrete. 30

Before commencing the concrete, the whole of the timber work, pilings, &c., are to be completed, screwed up, adjusted, and kept to even lines and accurate batters.

The counterforts are to be 20 feet apart from centre to centre, and 4 feet 6 inches in width at the back, in the line of the wall, and to project from the back of the wall, as shewn. 40

The tie-bolts or rods are to be inserted and built in, in the positions and at the levels shewn on the drawings, also the wales.

**104**  
 Bollards. The bollards are to be set up to the batter shewn, and built into every alternate counterfort, or at a distance of about 40 feet apart. The concrete around the bollards for 12 inches from the face of all timbers is to be composed of six parts of coarse clean sand and one of Portland cement, closely packed against all faces.

The timber pockets of 2½-inch planking as provided for the reception of the feet of the uprights to the face of the superstructure, are to be fixed and packed in solidly with fine concrete in each Crib Work Block, as shewn on drawings. The tops of the pockets are to be covered in during the process of filling in the concrete to the substructure, and during the winter seasons.

105  
Pockets.

RECORD.

—  
*In the Superior Court.*

—  
No. 4  
Plaintiff's Exhibit

No. 2,  
Form of Tender and Specification 2nd May, 1877.  
*continued—*

BACKING, &c.

Some of the ballast, stone, and clayey matetials, chiefly consisting of ship ballast, may probably be supplied by the Commissioners under the stipulations contained in the clause numbered one hundred and twenty-five "Commissioners will found all materials, &c."

106  
Clay and ballast backing to substructure of Quay Walls and Toeing.

The clayey backing for an average width of 10 feet behind the Crib Work blocks of the North Quay Wall of the South Wet Dock is to be of the best selected material that can be obtained, for the purpose of preventing the passage of any water through from the front into the rough ballast backing behind.

Similar backing of about 6 feet in width is to be placed in the substructure behind the Crib Work blocks of the North Quay Wall of the South Tidal Harbour.

A toeing also of the same kind of material is to be placed in the front at the foot at the North Quay Wall of the South Tidal Harbour in the form shewn, or as may be directed.

Behind the clayey backing in the substructure of the North Quay Wall of the South Tidal Harbour, and at the back of the clayey material behind the Crib Work of the North Quay Wall of the South Wet Dock, the filling in the former case is to be of the inferior class of ship ballast, waste material, brick rubbish, &c., and is to extend out to the extreme end of the Crib Work at the base and is to be carried up at an angle repose, and in the latter case vertically for about 10 feet in width. The above is to apply also to the backing of the 40 feet square blocks at the entrance.

The backing, as above described, is to be brought up uniformly with the concrete filling, together with the ordinary filling behind and in the Crib Work blocks.

The backing of clayey and inferior materials carried up plumb for a width of 10 feet behind the walls of the superstructure, is to be laid in layers of about 2 feet, and punned in and rammed solid, and well watered above high-water mark.

During the process of building the concrete walls, stanks of clay or boards are to be used and kept at a level of about 12 inches above the inferior backing (of about 10 feet in width), and great care must be exercised to keep the backing at such a distance below the boards or stanks that none of the filling is washed into or becomes mixed with the concrete of the wall as it is built up.

EMBANKMENTS.

The whole of the dredged materials, consisting of sand, deposit, mud, boulders, &c., from the trenches and Channelways, are be deposited in the embankments of the form shewn on Drawings. In every

107  
Embankments and Roadway.

RECORD. case the most suitable materials are to be deposited in the embankments against the backings of the walls, and the Contractor is to use every care in placing the materials in such a way that it shall not be possible for them to be disturbed or washed back into the trenches, or Channelways, or on to the structural works in progress.

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In the  
Superior  
Court.  
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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.  
continued—

The filling in of the embankment is to be commenced immediately in the rear of the concrete walls, and is to extend out for a distance of at least 50 feet back from the coping, end is to have a natural or back slope beyond that distance.

Should the amount of any surplus material or ballast at the command of the Harbour Commissioners be greater than is necessary for use by the Contractor in the concretes, stone backing, or artificial foundation, the Contractor will be bound to take delivery of such materials, and deposit the same, if ordered by the Engineers, in such parts of the embankments, slopes, toes, or cross walls, or in any other parts of the works as may be directed from time to time, at the sole cost of the Contractor. 10

Along the foot or toe of the north side of the embankment, where for protection low Crib Work is not provided, a bank of the largest stones of about 5 feet high from the present surface of the ground, and 5 feet wide at top is to be formed to protect the foot of the dredged materials and prevent wash, and wherever it is necessary, to protect the end of any work at the termination of the season, or otherwise, during the progress of the works, the Contractor is to form a return stone bank of similar dimensions square in from the face to the front wall. The Contractor will have to fill up and make good any settlements which may take place at any time during the progress of the works, or during the period of twelve months' maintenance thereof, by procuring and depositing any materials in the works that may be required for the purpose and at his sole cost. 20

Immediately behind the Quay Wall, for a width of at least 50 feet back from the front coping line, the entire area is to have a bottoming of broken stone blinded with sand for at least 9 inches in thickness, or any other suitable material which may be approved of by the Engineers. 30

The roadway is to be laid to a fall of 1 in 100 from the front coping back, the surface of which is to be coated with 3 inches in thickness of good hard broken whinstone or other approved materials in cubes which will pass through a ring of 2 inches in diameter, and blinded fine shingle.

#### EMBANKMENT FILLING.

The material for the formation of the Embankment will be obtained from the dredgings of the Trenches, the Channellings and the area proposed to be dredged in the South Tidal Harbour, and the amount of filling required to completely form the Embankment being in excess of the amount obtained from the dredgings, the difference will be found by the Commissioners. 40

The Contractor will be required to deposit the dredged material as and where directed.

BRIDGE OVER PROPOSED ENTRANCE IN THE NORTH WALL OF THE SOUTH TIDAL HARBOUR. RECORD.

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In the  
Superior  
Court.

The Bridge is to be of a clear space of 84 feet five inches and a clear width of 20 feet, and to have a depth of 9 feet between the centres of the top and bottom members as shown.

108  
Bridge over  
proposed  
Entrance in  
the North  
Wall of the  
South Tidal  
Harbour.

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No. 4  
Plaintiff's  
Exhibit

The Bridge is to have No. 2 Main Girders, to be constructed of sound white yellow pine throughout; the bearers or seatings for the whole width of the Bridge at each abutment to support the Bridge are to be of oak or rock elm 16 by 12 inches, and built into the wall at about loping level.

No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
continued—

The top members of the main girders at centre to be composed of No. 3 16-inch by 6-inch timbers, and at the ends of No. 2, 16-in. by 6-in. timbers. The joints in the bottom members are to be scarfed as shown. All joints to the top and bottom members are to have No. 2 wrought-iron cover plates,  $\frac{5}{8}$  inches thick and 32 inches long by 16 inches wide. There are to be No. 15  $\frac{3}{8}$  inch diameter screw bolts and nuts to each joint fixed as shown complete. The heads of the bolts to be countersunk where necessary at the cross bearers. The bottom members are each to consist of No. 2, 16 inch by 6 inch timbers with a wrought-iron 12 inch by  $\frac{1}{2}$  inch plate between in each girder, and to be secured at the ends of the bottom member with channel irons and bolts as shown on drawings. Each joint to have No. 2 5-16 inch cover plates, and the covers are to be set into the timbers so that the wrought-iron plate shall properly lead throughout the entire length. There are to be No. 6 inch timber verticals on each side of the centre of Bridge, the three end ones are to be 9 inch by 13 inch morticed into bottom and top members for 2 inch in depth; the 4th and 5th verticals from end are to be 8 inch by 13 inch and the remainder 7 inch by 13 inch and 6 inch by 13 inch morticed as before described into the top and bottom members and verticals. There are to be No. 4  $\frac{1}{2}$  inch diameter screw bolt nuts and washers to the top and bottom member at each vertical to secure cross plates.

The arisses of the verticals on the outside faces are to be chamfered as shown.

The diagonal ties to the three bays at the ends of the girders are to be 9 inch by 6 inch morticed 2 inch into the verticals and top and bottom members. No. 6 struts to the three end bays of girders are to be 9 inch by 5 inch, also morticed 2 inch into verticals and top and bottom members.

The extreme rear struts at ends on abutments are to be 12 inch by 9 inch, morticed 2 inch into the top and bottom members and verticals as before described. The No. 2 diagonal ties to the 4th and 5th bays from the ends of the girders are to be 8 inch and 6-inch, and the 4th and 5th struts to same are to be 8 inch and 5 inch.

The diagonal ties to the remaining centre bay is to be 7 inch and 6 inch, and the two struts 7 inch and 5 inch, the whole morticed 2 inch into the verticals and bottom and top members.

There are to be No. 11 trussed beams or cross girders as shown to carry the Bridge Platform 16 inch by 9 inch; each cross girder is to have No. 2 wrought iron straps 4  $\frac{1}{2}$  inch wide by  $\frac{3}{4}$  inch thick to secure the cross girder to the bottom member of the main girder by the vertical tension rods.

RECORD.

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*In the  
 Superior  
 Court.*  
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 No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
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 May 1877.  
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The castings to the ends of these cross bearers or girders, and the brackets for attaching the extension rods are to be of metal  $\frac{3}{4}$  inch in thickness, but the lugs to the end castings of cross girders are to be  $2\frac{1}{2}$  inch thick to bear the strain coming upon them. Intermediate diagonal bracing to cross girder to be inserted as shown of  $\frac{3}{4}$  inch diameter wrought-iron.

There are to be 4 cast-iron washers to each end of the cross girders or trussed beams, the thickness of these washers are to vary with the diameter of the vertical tension rods; these washers are to be slightly thicker than the nut, having hexagonal holes in them a little larger than the nut. See drawing of this connection.

There are to be No. 24 smaller cross girders or bearers of yellow or white pine, 16 by 9 inch, fixed to the underside of each main girder by No. 4  $\frac{3}{4}$  inch diameter screw bolts and nuts and No. 4 plates  $\frac{7}{8}$  inch in thickness. There are to be rubbing pieces 6 feet 6 inches long by 16 inch by 12 inch of Rock Elm or Oak under each end of main girder, having a plate  $\frac{3}{4}$  inch in thickness secured by No. 12 countersunk bolts  $\frac{3}{4}$  inch diameter to the underside, and a corresponding plate secured in like manner to the top side of the two bearers on abutment. The wrought-iron plates are to be 36 inch long and 16 inch wide.

The horizontal diagonal bracing to be fixed in the centre of the Bridge, is to be of wrought-iron 4 inch wide and  $\frac{1}{2}$  inch thick secured to cross girders with cast-iron brackets. No. 4 angle iron struts for staying main girder to cross beams as shown, are to be provided and fixed complete.

The platform planking is to be 4 inch in thickness, of sound white pine, spiked to the cross bearers with one rag spike 9 inches long,  $\frac{5}{8}$  inches diameter at each crossing.

No. 2 Longitudinal Guards, 12 inches by 9 inches, of Rock Elm are to be fixed throughout the entire length of the Bridge next the main girders at platform level, and secured to the cross girders or bearers with  $\frac{3}{4}$  inch rag bolt 18 inches long, one bolt to each crossing.

There are to be No. 4 Suspension Rods to each vertical of main girder with double nuts, and plates top and bottom. The three end rods to be  $1\frac{1}{2}$  inches in diameter, and those at the 4th and 5th verticals from the end to be  $1\frac{1}{4}$  feet diameter, one inch diameter at the 6th vertical, and at the centre of the girder  $\frac{3}{4}$  inch diameter.

An alternative design may be submitted to the Harbour Commissioners by the Engineers for adoption in lieu of the bridge as designed, but the Contractor in making up his tender is to price out the items in the Schedule for the bridge which are in accordance with the contract Drawings.

#### OPEN CRIB WORK AND RETAINING WALL AT THE BALLAST WHARF.

109  
 Open Crib  
 Work and  
 Retaining  
 Wall at the  
 Ballast  
 Wharf.

The Eleven Open Crib Work Blocks to protect the slope at the Ballast Wharf are to be in lengths of 40 feet each with the exception of the last block at the return corner or slope of Quay Wall which is to be 55 feet in length, making a total of 455 feet.

The bed of the river at the North End of the Ballast Wharf is about 14 feet below Low Water or Datum, and rises to the level of low water mark at a distance of about 400 feet in shore from the Ballast Wharf.

The tops or upper surfaces of the whole of the blocks are to be at a level of 6 feet above Low Water or Datum when the blocks are sunk and complete in position.

The first three blocks starting from the Ballast Wharf are to have a top width of 18 feet above Low Water, and to vary in height to suit the inclination of the bed of the river, the total height of the Cribwork Block at the junction with the Ballast Wharf is to be 20 feet, and at a distance of 120 feet from the Ballast Wharf, or at the end of the 3rd block following the inclination of the bed of the river up to this point the height is to be 15 feet 6 inches.

10 The fourth and fifth blocks of 40 feet in length each are to have a height of about 15 feet 6 inches at 120 feet from the Ballast Wharf, and at 200 feet 13 feet, and each block is to be 15 feet in width.

For a further distance of 120 feet there are to be 3 blocks each of 40 feet in length and of a height of about 13 feet at 200 feet from Wharf and about 8 at 320 feet, and each block is to be thirteen feet in width.

The two remaining blocks of 40 feet each up to the return corner are to be 9 feet wide and of a height of about 8 feet at 320 feet from Wharf and about 6 feet at 400 feet from Wharf.

20 The 55 feet block at return end of slope of Quay Wall is to be 9 feet wide and 6 feet in height.

The Contractor before commencing the construction of these Open Cribwork Blocks is to take accurate soundings over the site of these blocks and make an accurate examination by divers or otherwise of the nature of the surface of the bed or bottom of the river, and any irregularities found in the bottom are to be levelled down or filled up as the case may be, and he is to remove any boulders or other obstructions at his sole cost. Should the Contractor find on sounding that the above levels are not correct he will have to construct the Cribwork Blocks of any extra depths required at his sole cost.

30 These blocks are to be sunk on the present surface of the bottom. The Contractor is to provide all the necessary ballast for sinking the whole of the Open Cribwork Blocks in position as described for the Cribwork Block to the North Quay Walls, and he is to be responsible for all and every risk and contingencies incurred in sinking and placing the blocks in their true and proper position both horizontally and vertically, and should any block be not placed in its true and proper position he is to take such means as may be found necessary to rectify and make good at his sole cost any such irregularities in sinking the blocks.

40 The block next the Ballast Wharf is to be founded on a stratum of clay and ballast filling 3 feet thick for a length of 50 feet by 25 feet in width, the filling for which may probably be supplied by the Commissioners, and the Contractor is to level and make solid by punners or otherwise, an uniform surface for the reception of the blocks.

Accurate templates of the batter of the present Ballast Wharf are to be taken at the point where the first block of Cribwork joins the Ballast Wharf.

All the Open Cribwork Blocks are to have a batter on their front or planked faces of 1 in 12.

The whole of the timber and planking for the Cribwork is to be of Hemlock or other suitable and sound timber free from knots, shakes, &c.

RECORD.  
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*In the  
Superior  
Court.*  
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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

RECORD.

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In the  
Superior  
Court.  
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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.  
continued—

The first three blocks from the Ballast Wharf are to be 18 feet wide at the top and 19 feet 6 inches at the bottom. The first four longitudinal bearers and the first four cross stretchers from the top surface downwards are to be 10 inches by 10 inches, the next four courses of longitudinal and cross bearers are to be 11 inches by 11 inches, and the remaining tiers of longitudinal and transverse stretchers to the bottom are to be 12 inches by 12 inches.

Two tiers of stretchers at the Level of Low Water and at the bottom are to be notched  $1\frac{1}{2}$  inches on to the upper and lower longitudinal bearers as shewn.

The transverse stretchers of the lower 12 inch timbers are to be secured with 1 inch square rag bolts 16 inches long driven through the stretchers and 7 10 inches into the longitudinal bearers.

The 11-in. by 11-in. timbers are to be secured with  $\frac{3}{4}$ th square rag bolts 16 inches long driven through one transverse stretcher and 6 inches into the longitudinal bearer below.

The upper courses of 10 inches by 10 inches timber to be secured with  $\frac{3}{4}$  inches square rag bolts 16 inches long driven through one stretcher and 6 inches into the longitudinals below.

The front face of the Open Crib Work Block is to be planked with 4 inch Hemlock or other suitable planking and secured to the longitudinal bearers by one  $\frac{1}{2}$  inch ragspike 9 inches long at each crossing. 20

Each 40 feet block is to have on the front face No. 5 fenders 10 inches by 10 inches and No. 5 uprights on the back face bolted with  $\frac{3}{4}$  square rag bolts 18 inches long at every alternate crossing of a longitudinal bearer.

The platforms for the whole of the Open Crib Work Blocks are to be placed where shewn on drawing or as may hereafter be directed, and may be of any kind of sound, round, or flat floats except in the two front spaces which must be of not less than 10 inches square timber and bolted in at every crossing with  $\frac{3}{4}$  inch square rag bolts 16 inches long, the floats must not be less than 9 inches at their small ends. The first platform to be placed on the second courses of timber from the bottom and fitted close all over except in the front spaces which 30 are to be left open for half their width. The remaining platforms are to cover three quarters of the spaces and to be fitted to the timbers on which they lie.

**110** The stone filling is to be found by the Contractors, and to be of clean broken stone, and of sufficient quantity to sink the Crib Work Blocks in their proper position, any other ballast filling for the Open Crib Work Blocks may probably be provided by the Commissioners. Should any of the Open Crib Work Blocks sink so that their top surface are lower than 6 feet above Low water mark, the Contractor, on completion of the works and during the term of maintenance is to add any extra timber, belts, &c., required to bring the top surfaces of the Crib Work Blocks to the beforementioned level at his sole cost. 40

**111** All timber of 12 inches by 12 inches are to be bolted together with 1 inch square rag bolts; all timber 11 inches by 11 inches to have  $\frac{3}{4}$  square rag bolts, and all timber below this scantling are to have  $\frac{3}{4}$  inch square rag bolts.

All the butts of the platform, if any, must be on a tie, and the butts of the beams must also be on a tie and blocked up from underneath.

**112** A Toeing composed of the stone and clay ballast, &c., which may probably be supplied to the Contractor by the Commissioners, is to be

Toeing at feet  
and blocks.

deposited by the Contractor on the outside or planked face of the Cribwork Blocks as shewn for the whole length of 455 feet.

### VERTICAL RETAINING WALL NEXT BALLAST WHARF.

A Vertical Retaining Wall of a total length of 133 feet is to be constructed at the Ballast Wharf in the rear of the Open Cribwork Blocks above described of vertical timbers and piling with tie piles and wrought-iron tie rods to connect the back and front piles.

113  
Vertical Re-  
taining Wall,  
next Ballast  
Wharf.

In the  
Superior  
Court.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
continued—

10 The front piles, which are to be 14 inches square of White or Red Pine, are to be set in before the ballast filling is completed or driven inside the Open Cribwork of the first block for a length of 47 feet from the Ballast Wharf as shewn to a depth of 8 feet below the surface of the top of the ballast filling.

The piles for the length of the first block are to be planked with 4 inch White Pine and edged and fitted to the piles from the coping level down to Low Water mark or Datum. The planks to be secured at each crossing of the piles with No. 2  $\frac{1}{2}$  inch rag spikes 9 inches long. Cover pieces between the walings 14 inches by 5 inches are to be spiked on to each pile with  $\frac{1}{2}$  inch spikes 10 inches long over the joints of the planking No. 3 spikes to each cover piece.  
20 There are to be No. 3 tiers of walls 14 inches by 9 inches of White and Yellow Pine secured to the main piles with 1 inch diameter screw bolts 27 inches long with nuts and washers where the tie rods do not occur.

The tie rods securing the front piles to the back or tie piles and walings are to be  $1\frac{1}{8}$  and  $1\frac{3}{8}$  inches diameter, screwed at both ends and fitted with nuts and washers. These tie bolts are to be alternate in level as shewn on drawings.

The tie or back piles are to be of Hemlock timber 12 inches square, driven 8 feet below the surface of the clay filling. At the back of these piles there are to be walings of 12 inches square Hemlock timber provided and fixed to the piles with  $\frac{7}{8}$  inches diameter screw bolts 28 inches long with nuts and washers  
30 where the tie rods do not occur.

The remaining distance of 87 feet in length is to consist of main and sheet pilings, the main piles as before are to be 14 inches by 14 inches of Yellow or Red Pine driven 8 feet below the surface of the sand.

The Sheeting Piles are to be 14 inches by 17 inches, and driven 7 feet below the surface of the sand.

The Main Piles are to be driven 8 feet from centre to centre.

Tie rods and tie piles and walings are to be of the same scantlings as for first or short length of wall of 47 feet.

The shoes to main piles are to weigh 40 lb. each, and fitted complete to the  
40 piles, and the sheet piles to have shoes weighing about 25 lbs. each fitted complete. No. 3 tiers of walings of Yellow or Red Pine 14 inches by 9 inches are to be secured to the main piles on the face with 1 inch diameter screw bolts 27 inches long with nuts and washers where the tie rods do not occur.

The two first tie rods to the main piles of the front length of Retaining Wall are to be secured at their rear ends to the present Ballast Wharf.

The spaces at the Retaining Wall between the piling and the open Cribwork are to be filled in with sand from the dredgings or with other suitable materials as may be directed by the Engineers.

RECORD.

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*In the  
 Superior  
 Court.*  
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No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specification  
 2nd  
 May 1877.  
 continued—

Rock Elm Coping 18 inches by 14 inches for the first length of Wall is to be morticed 4 inches down on to the heads of the main piles and secured thereto with a  $\frac{3}{4}$ -inch rag bolt 22 inches long driven at an angle into the pile heads every 2 feet apart.

Rock Elm Coping to the 87 feet or remaining length is to be 14 inches by 14 inches morticed on to the heads of piles and secured with rag bolts as described for the first length of 46 feet.

12 inches by 7 inches Blocking or filling in pieces in each bay between the main piles and at the backs of the sheeting poles at coping level are to be secured with No. 3  $\frac{3}{4}$  inches screw bolts 24 inches long with nuts and washers. 10

There is to be one scarf to each waling for the remaining 87 feet length of wall, each scarf is to be 3 feet long with hard wood key and No. 4  $\frac{3}{4}$ -inch diameter screw bolts and wrought-iron plates top and bottom  $\frac{3}{8}$  inches thick by 9 inches wide and 36 inches long.

#### OPEN CRIB WORK BLOCKS TO OUTSIDE SLOPE AT GAS-WORKS.

**114**  
 Open Crib-work Blocks to Outside Slope at Gas Works.  
 The open Crib Work to the Outside Slope of the Embankment next to the Gas Works is to be 650 feet in length, and is to be constructed in blocks of 40 feet in length, except the last, or the return block, which will be 50 feet long. The blocks are to be about 9 feet wide and 6 in height, of Hemlock timber, 10 inches by 10 inches, bolted together 20 with  $\frac{3}{4}$ -inch square rag-bolts, 16 inches long, driven through a cross stretcher, and 6 inches into longitudinals below. The front face of each block is to be planked with 4-inch Hemlock timber, secured to each longitudinal bearer and cross stretcher with No. 1  $\frac{1}{2}$ -inch rag-spikes, 9 inches long, at each crossing. Hemlock fenders, 10 inches by 10 inches, are to be fixed, where shown, at back and front of Crib Work Blocks, secured with  $\frac{3}{4}$ -inch square rag-bolt, 18 inches long, at every crossing of a longitudinal bearer.

The Platforms are to be of round or flat floats of good sound timber, and to be fixed as shewn, or as may be otherwise directed. The two outside ones are to be secured with  $\frac{3}{4}$ -inch square rag-bolts, 16 inches long. The bottom transverse stretchers or bearers are to be notched  $1\frac{1}{2}$  inches on to the longitudinal bearers at top and bottom, as shewn. 30

**115**  
 Floating and Sinking of Blocks.  
 The Blocks are to be sunk on to the present surface of the ground; and the Contractor is to provide the necessary amount of ballast to float out and sink them, and he is to remove all boulders or other obstruction from the site of the blocks, to enable them to be sunk in their true and proper position. A toeing of clay and stone ballast is to be put in in front of the Crib Work Blocks, to the extent shewn on Drawings, and for the whole length of the Crib Work. The ballast toeing if supplied to the Contractor by the Commissioners is to be taken on the same terms and conditions as described 40 for the other works. The Contractor is to take all risks and contingencies of whatever kind in floating out and sinking the Cribwork Blocks in their true and proper position. Any inequality in the surface of the ground over the site where these Crib Work Blocks are to be sunk are to be levelled down or filled up, as the case may be, so that the blocks may rest on an even and uniformly level surface.

PITCHING OF SLOPES ON THE NORTH, OR OUTSIDE OF  
EMBANKMENT, AND INSIDE AT THE GAS WORKS.

RECORD.

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*In the  
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The North or Outer, Slope to the Embankment, and the Inside, <sup>116</sup> Pitching Slopes, or Slope next South Wet Dock Wall and adjoining the Gas-Works, are to be pitched with good sound stone fifteen inches thick at the toe of slope and nine inches at coping, any stone suitable for this work is to be selected from the ballast that may be provided by the Commissioners and used, the pitching is to be roughly hand packed, and the facing joints washed in with sand, shingle, or other suitable material.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

10      LOW OPEN CRIB WORK ACROSS 80-FEET ENTRANCE.

The Low Open Crib Work across the 80-Foot Entrance is to <sup>117</sup> Low open Cribwork across 80-Foot Entrance consist of two blocks, each 40 feet in length, and to be constructed on scantlings, exactly in accordance, in every particular, with the Crib Work Blocks described for the Outer Slope of the Embankment next the Gas-Works.

The Contractor is to take all risks and contingencies of whatever kind in floating out and sinking the Crib Work Blocks in their true and proper position. The blocks are to be sunk on the present surface, in the position shown in Drawing, the ground having first been brought to an even and uniform level.  
20 The Contractor is to provide the necessary amount of ballast for floating out and sinking the Crib Work Blocks, and he is to remove all obstructions of whatever kind, so as to sink the blocks in their true and proper positions.

The necessary amount of stone and clay filling in front of Crib Work in the 80-Foot Entrance if provided by the Commissioners is to be taken on the same conditions as described for other parts of the work.

Clause 118.—Omitted.

Clause 119.—Omitted.

Clause 120.—Omitted.

Clause 121.—Omitted.

30      Clause 122.—Omitted.

TWO FORTY FEET SQUARE BLOCKS AT PIER HEAD.

The two 40-foot Square Blocks proposed for the 80-foot Entrance <sup>123</sup> Pier Head Blocks- in the North Wall of the South Tidal Harbour are to be utilised for the Pier Head of the alternative Entrance, except that additional solid Rock Elm fenders to the faces and angles of blocks will have to be added, and for which a lump sum is allowed in the Schedule.

A Foundation Trench for Pier Head is to be dredged out (see quantity of dredging in Schedule). There is some uncertainty as to the level of this portion of the bed of the river, which has varied more or less from time to time ; but  
40 quantities for an average depth of 10 feet of dredging throughout the 160 feet of extra length of trench have been taken out in the Schedule ; but this work is to be measured and valued according to the Schedule prices for this class of

RECORD. work in the main design, and any excess or decrease from the total amount of dredging put down is to be added to or deducted from the tendered amount as the case may be, and the Contractor will be paid for this work in accordance with such measurements.

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In the  
Superior  
Court.

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No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.  
continued—

OPEN CRIB WORK BLOCKS AND VERTICAL RETAINING WALL TO PROTECT  
THE OUTSIDE SLOPE NEXT PIER HEADS OF THE ALTERNATIVE  
SCHEME FOR 200 FEET ENTRANCE.

<sup>124</sup> Cribwork and Retaining Wall next Pier Head. This portion of the work is similar in every respect to that in the main design, and a lump sum of 10,000 dollars is put down in the Schedule for it, and this work will have to be measured and valued 10 according to the rates in the Schedule of Prices for similar work in the main design, and the Contractor will be paid for this part of the work in accordance with such measurements and valuations.

MATERIALS TO BE SUPPLIED BY COMMISSIONERS.

Clause 125.—Omitted.

Clause 126.—Omitted.

Clause 127.—Omitted.

Clause 128.—Omitted.

<sup>129</sup> Prices for Clay, Stone, and Ballast. The Contractor is to state in the Bills of Quantities at page one hundred the prices per ton for which he will be willing to supply the 20 various materials for use in the works, under the same conditions as though the Harbour Commissioners had supplied them. The Contractor is to state the price per cubic yard for dredging and depositing the dredged materials from the Tidal Basin in the conditions as more particularly described in each clause as will be found in blank page 99.

DEPOSITING IN THE WORKS MATERIALS SUPPLIED BY THE HARBOUR COMMISSIONERS.

<sup>130</sup> Labor for Depositing Materials Supplied. The Contractor will have to insert in the Bills of Quantities the prices for labor only for depositing and using the several classes of 30 materials in the works after the delivery, in the manner afore described, of the said materials by the Harbour Commissioners to the Contractor. (See Bills of Quantities, Miscellaneous Items.)

MODE OF PROCEEDING WITH THE WORKS.

<sup>131</sup> Mode of Proceeding with the Works. Immediately on the receipt by the Contractor of the order, in writing, from the Harbour Commissioners to commence the Works, the Contractor is to proceed with them in the following manner, subject to any modifications, from time to time, as the exigencies and nature of the works 40 may appear to the Engineers to warrant, and then only when expressed in writing from the Engineers-in-Chief:—

1st. The construction or forming ready for floating Crib Work Blocks for the North Wall of the South Tidal Harbour, and for the North Wall of the South

Wet Dock; and open Crib Work Blocks to outer slope of Embankment at Ballast Wharf and Gas-Works. RECORD.

2nd. The Dredging out of the Trenches for Walls and protecting North Side thereof with Timber Screens or low Breastworks, or by any other means to be approved of, in such lengths as may be conveniently kept open for the reception of the artificial stratum of clay and stones. The Dredging out of the Trenches to be commenced at the Gas-Works and the Ballast Wharf ends of the works at the same time.

*In the  
Superior  
Court.*  
—  
No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

3rd. The formation in the Trenches of the artificial stratum of the materials that may be provided by the Harbour Commissioners and the Contractor to the North Walls of the South Tidal Harbour and the South Wet Dock, and allowing same to consolidate; also the levelling of the surfaces, by approved appliances, for the reception of the Crib Work Blocks.

4th. The floating out and sinking complete, in their true and proper position, the Crib Work Blocks of the Walls, means being taken to ensure the blocks being sunk in proper lines, in every way to the satisfaction of the Engineers.

5th. The construction, floating out, and sinking of the open Crib Work Blocks at the Gas-Works and at the Ballast Wharf; also forming Vertical Walls at same.

6th. The filling in of the Box Compartments in the front of the Crib Work Blocks for the North Wall of the South Tidal Harbour, from 24 feet below low water to 4 feet above low water, and the filling in of the Crib Work Blocks to the North Wall of the South Wet Dock, from 10 feet below low water to 3 feet above low water; and, also, with the backing up behind the concrete in the Box Compartments of Crib Work to the North Wall of South Tidal Harbour with suitable clayey and stone materials, carried up simultaneously at the same level with the concrete, as it advances, so as to effect an uniform settlement or subsidence of the work. The foregoing description of concrete and back filling is also to apply to the 40 feet square blocks at the 80-foot Entrance in the North Wall of the South Tidal Harbour.

7th. The construction of the superstructure of the North Wall of the South Tidal Harbour, and the front face piling and superstructure of the North Wall of the South Wet Dock.

8th. The filling in and forming of the Embankment with dredged materials, from the Trenches for the Walls, by means of ejectors, or otherwise.

9th. The Dredging out of the Channelways of 150 feet in width, 24 feet and 10 feet below low water respectively, along the face and in front of the North Wall of the South Tidal Harbour, and the North Wall of the South Wet Dock, and depositing the materials dredged therefrom into the Embankment, by punts, hopper barges, ejectors, or otherwise.

10th. The construction and erection of the Bridge over the Entrance of 84 feet 6 inches span in the North Wall of the South Tidal Harbour.

11th. The pitching and forming of the inside and outside Slopes of the Embankment, the fixing of the Bollards, and the Ballasting the roadway or the surface of the Quay for 50 feet in width.

12th. In the event of the alternative plan with a 200 feet entrance being determined upon by the Harbour Commissioners the works will have to be

RECORD. proceeded with in a similar manner with the exception that the works would be commenced at the Pier Head instead of at the Ballast Wharf.

In the  
Superior  
Court.

### CLEARING BOULDERS FROM SITE OF WORKS.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.  
*continued*

<sup>132</sup>  
Clearing Site  
of Works. The entire area of the works whether to be dredged or covered by the Embankments is to be cleared of all boulders and other obstructions of every kind. The boulders are to be slung, buoyed or floated, and deposited at the foot or toe of the slope on the North side of the Embankment along its entire length between the Gas Works and Ballast Wharf except where the low open Crib work is to be founded.

(Signed) KINIPPLE & MORRIS, M. Inst., C. E., Engineers, 10

*Westminster and Greenock.*

*October, 1876.*

*October, 1876.*

### QUEBEC HARBOUR.

#### PROPOSED WORKS AT THE MOUTH OF THE RIVER ST. CHARLES.

BILLS OF QUANTITIES of the various Works to be performed in constructing, completing, and maintaining a Wall and Embankment, forming the North Quay of the proposed South Tidal Harbour, inclusive of an 80 feet Entrance and Bridge over the same—A Wall and an Embankment, forming the North Quay of the proposed South Wet Dock. The Dredging out and the formation of a Channelway parallel to both Walls. Crib Work at the end of the Embankment next the Gasworks, and the Crib Work and Retaining Wall adjoining the Ballast Wharf, and other Works, for the Quebec Harbour Commissioners. 20

*These Quantities although believed to be correct, are in no-wise guaranteed.*

NOTE.—The offer to be in a lump sum based upon the prices filled in against the various items of work, in the following Bills of Quantities, to complete the entire works without any re-measurements, except where alterations, additions, or deductions are made, and have been duly authorized in writing. No allowance will be made for any labour or materials found requisite beyond those herein contained, and the Contractor shall strictly comply with the Contract and the detailed Drawings, Specifications, and conditions of the Contract. 30

The following Quantities are nett, and the prices attached to the several items are to be for the Works complete, without any Extras whatsoever, and the Contractor is to include in his prices such a per centage as he may deem sufficient to cover all the contingencies enumerated in the following list, or any other contingencies that may arise during the execution of the Works.

The following is a list of Contingent items, which will be taken and considered as absolutely included in the prices attached to all the items of work mentioned in the following Bills of Quantities, and for all other contingencies of every kind, although not mentioned, for the due and proper completion of the Contract ; but the contractor may add a general sum or per centage at the end of his estimate, for extra risks from ice, dredging operations, retaining and protecting embankments from wash, for maintenance of works and further contingencies, which he, in his judgment, may deem necessary for the completion and maintenance of the works, or for anything he may consider omitted :—

- 10     .     Omissions ;  
           Testing Levels, Soundings, Borings, &c. ;  
           Expenses of Contract ;  
           Liability for all Injuries and Damages ;  
           Engineers' Offices ;  
           Contractor's Offices ;  
           Setting-out and Superintendence ;  
           Risks of Defective Foundations, Slips in Slopes of sides of Dredged  
           Trenches or the Channelway ;  
           Launching, Ballasting, Trimming, Floating into Place all Crib Work  
 20           Blocks ;  
           Dredgers, Hopper Barges, Punts, Scows, Tugs, Lighters, &c. ;  
           Hoarding, Fencing and Gangways ;  
           All Plant of every description ;  
           Upholding Plant ;  
           Erections ;  
           Removal of all Obstructions, of whatever nature, in the whole of the  
           Excavations or Dredgings ;  
           Damages by Floods, Running Sand, Storms, Ice, High Tides, &c. ;  
           Watching and Lighting, and all expenses in connection therewith ;  
 30           Risks in Pile-driving, cost of all Stagings, loss of Piles by twisting or  
           damage in driving ;  
           All risks in connection with the Embankments and Dredgings, such as  
           Unequal Settlements, Fissures, Sets and Slips, Sunken Timber,  
           Piles, Stones, Boulders, Stamps, Planks and other Obstructions ;  
           Extra Struts, Wales, Sheeting Piles, temporary or otherwise, Runners,  
           Pole-boarding, Cleats, Wedges, &c. ;  
           All Temporary Rails ; Forming and Maintaining Tipping and Loading  
           places, Chairs, Clips, Sleepers, Points, Crossings, Sidings, Turn-  
           outs, &c. ;  
 40           Protection of the whole of the works ;  
           Dredging out, Washing down, Keeping the whole of the Foundations  
           and Works clear of Silt, Deposit, and Mud during the whole term  
           of the Contract, and for any extended time ;  
           Removal of soft or doubtful Materials in Foundations, by Dredging of  
           otherwise, and in Embankments behind walls, and Filling in  
           Cavities with Concrete or best selected Materials, such as stone  
           and clay, as may be directed by the Engineer ;

RECORD.  
 ———  
*In the  
 Superior  
 Court.*  
 ———  
 No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
 tion 2nd  
 May, 1877.  
*continued—*

RECORD.

In the  
Superior  
Court.

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May 1877.  
continued—

Floods from whatever causes ;  
Any Stanks, Low Dams, and all necessary Shoring of every description ;  
Testing Materials ;  
Laps, Scarfs, Butts of Timberwork, and Tarring Intersections ;  
Extra Bolts, Spikes, Dogs, Cleats, Straps, &c. ;  
Measuring up for Instalments ;  
Guarantee and Liability ;  
Maintaining Permanent and Temporary Works until completion ;  
Maintaining the whole of the Works for a period of twelve months  
after certified date of completion ;  
Clearing up at completion and during maintenance.

**BILLS OF QUANTITIES.**

**BILL No. 1**

*ESTIMATE of 40 feet run of Walling complete, or of one Block of Crib Work 40 feet long by about 32 feet wide by 28 feet in height, for the North Quay Wall of the South Tidal Harbour, inclusive of Concrete Filling and Superstructure, but exclusive of Dredgings, Filling in Trench, Backing to Wall, and Forming Embankment and Slopes.*

**DESCRIPTION-**

NOTE.—The whole of the Timber for the Crib Work may be rough, but the full extent of notching described will be strictly adhered to and enforced.

Quantities	Rate \$
109 c. ft. In No. 2 Hemlock Longitudinal Bearers, 40 ft. long each and 14 in. square at toe of Crib Work, bolted complete.....	at 15c. 16 35
164 c. ft. In No. 3 Longitudinal Bearers, at base 40 ft. long each and 14 in. square. to receive vertical uprights.....	at 15c. 24 60
49 c. ft. In 36 ft. run of 14-in. do., to base at back of crib work, to receive vertical uprights. at 15c.	7 30
42 c. ft. In 36 ft. run of 14 in. by 12 in. do., do., do., bolted complete.....	at 15c. 6 30
220 c. ft. In No. 4, Hemlock Longitudinal Bearers, 40 ft. long each and 14 in. square, to second tier up from bottom, notched 1½ in. on to verticals, and bolted complete....	at 15c. 33 00
49 c. ft. In 36 ft. run, do., do., at back of crib work, notched and bolted complete.....	at 15c. 7 35

Quantities.	Description	Rate, \$	RECORD.
376	c. ft. In No. 8, do., do., 40 ft. long each and 13 in. square, to third and fourth tier up, notched 1½ in. on to verticals, and bolted complete..... at 15c.	\$56 40	<i>In the Superior Court.</i>
85	c. ft. In No. 2, Longitudinal Bearers, 36 ft. long each by 13 in. square, to third and fourth tiers up, to back of crib work, notched 1½ in. on to verticals, and bolted complete..... at 15c.	12 75	No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May, 1877. <i>continued—</i>
320	c. ft. In No. 8, Hemlock Bearers, 40 ft. long each and 12 in. square, to fifth and sixth tiers up, notched 1½ in. on to verticals, and bolted complete..... at 15c.	48 00	
248	c. ft. In No. 8, Hemlock Vertical Uprights, 27½ ft. long each by 13½ in. by 12 in., to front of crib work, fixed to a batter of 1 in 24, tenoned 4 in. into bottom longitudinal bearers..... at 15c.	37 20	
248	c. ft. In No. 8, Hemlock Vertical Uprights, do. by do. do., to back planking of box, tenoned 4 in. into bottom longitudinal bearers. at 15c.	37 20	
440	c. ft. In No. 16, Hemlock Vertical Uprights to Crib Work, 27½ ft. long each by 12 in. square, each tenoned 4 in. into the bottom longitudinal bearers..... at 15c.	66 00	
108	c. ft. In No. 6, Vertical do., 18 ft. long each by 12 in. square, at back of crib work, tenoned 4 in. into bottom bearers..... at 15c.	16 20	
531	c. ft. In No. 12, Hemlock Stretchers, 32½ ft. long each by 14 in. square, front to back, to first and second tiers up, notched 1½ in. on to verticals; and to longitudinal bearers, and bolted complete..... at 15c.	79 65	
451	c. ft. In No. 12, do., do., do., Stretchers, 32½ ft. long each by 13 in. square, to the third and fourth tiers up, notched 1½ in. to bearers and verticals, and bolted complete... at 15c.	67 65	
344	c. ft. In No. 16, Hemlock Stretchers, 21½ ft. long each by 12 in. square, to the fifth and sixth, or two top tiers, including the abutting end ones, notched 1½ in. on to verticals and bearers, and bolted complete..... at 15c.	51 60	
121	c. ft. In No. 4, 22 ft. 3 in. by 14 in. by 14 in. Stretchers, at abutting ends of crib work		

RECORD.	Quantities.	Description	Rate, \$
<p><i>In the Superior Court.</i>                      No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877.  <i>continued—</i></p>	105 c. ft.	In No. 4, 22 ft. 3 in. by 13 in. by 13 in. do., block, to first and second tiers up, notched 1½ in. on to verticals and bearers, and bolted complete. . . . . at 15c.	\$18 15
	47 c. ft.	In 40 ft. by 13 in. by 12 in., do., to third and fourth tiers up, notched and bolted complete, as before. . . . . at 15c.	15 70
	238 sup. ft.	Two-inch Waling, at the level of 4 feet above low water, notched 1½ in. on to stretchers, bolted complete, including one scarf, if necessary, of 3 ft. 6 in. over all, to each 40 feet length, keyed and bolted with 4 bolts, as shewn. . . . . at 15c.	7 05
	1,080 sup. ft.	Of 3-in. Rough Hemlock Planking, to front of crib work blocks, to form compartments for the reception of the concrete, inclusive of blocking pieces 10½ in. by 9 in. by 6 in. at stretchers, and double spiked at each crossing of longitudinal bearers, also inclusive of all labour, waste and spikes. . . . . at 8c.	86 40
	1,120 sup. ft.	Of 3-in. Rough Hemlock Planking, to form back of compartment, inclusive of waste blocking pieces, 10½ in. by 9 in. by 6 in., and double spiking as before at each crossing of a bearer, inclusive of all labour, waste, and spikes. . . . . at 8c.	89 60
	150 sup. ft.	Of 3-inch. do., do., at ends of crib work blocks spiked as before, inclusive of do., do. at 8c.	12 00
	238 sup. ft.	Two-inch Planking for No 7 pockets, . . . . at 6c.	14 28

IRONWORK.

T. C. Q. L.	Description	Rate, \$
0 0 3 7	In No. 7, 1-in., diameter Screw-bolts 34 in. long, with Heads and Nuts, and No. 14 Washers, 5 in. square, ¾-in. thick, to secure the two front bearers at toe of crib work, . . . . . at 8c.	7 28
0 0 2 21	In No. 6, 1 in. do., do., 29 in. long, and No. 12 Washers, 5 in. square, ¾ in. thick, to secure the two bearers at back of crib work, . . . . . at 8c.	6 16
0 1 1 21	In No. 16, ¾-in. diameter Screw-bolts, and Nuts 29 in. long, and No. 32 Washers 5 in. square, ¾ in. thick, to secure second	

Quantities.	Description	Rate, \$	RECORD.
T. C. Q. L.	tier up of 14-in. longitudinal bearers to 13½-in. by 12-in. verticals, . . . . .	at 8¼c.	\$13 28 <i>In the Superior Court.</i>
0 2 0 0	In No. 24, 7⁄8-in. diameter Screw-bolts 27½ in. long, with heads and nuts, and No. 48 Washers 5 in. square, 3⁄8 in. thick, to secure 14-in. bearers of second tier up to vertical uprights 12 in. by 12 in. . . . .	at 8¼c.	18 48 No. 4 Plaintiff's Exhibit
0 1 1 14	In No. 16, 7⁄8-in. diameter do. do. 28 in. long, and No. 32 Washers 5 in. square, 3⁄8 in. thick, to secure 13-in. bearers to verticals 13½ in. by 12 in. at third tier up. . . . .	at 8¼c.	12 70 No. 2, Form of Tender and Specification 2d May, 1877. <i>continued—</i>
0 2 0 7	In No. 24, 7⁄8-in. diameter do. do. 27 in. long, and No. 48 Washers 5 in. square, 3⁄8 in. thick, to secure 13-in. bearers, of third tier up, to vertical 12 in. by 12 in. . . . .	at 8¼c.	19 05
0 1 1 0	In No. 16, 3⁄4-in. diameter, do. do. 27 in. long, and No. 32 Washers 5 in. square, 3⁄8 in. thick, to secure 13-in. bearers to verticals 13½ in. by 12 in. at fourth tier up. . . . .	at 8½c.	11 90
0 1 3 14	In No. 24, 3⁄4-in. diameter do. do. 27 in. long, and No. 48 Washers 5 in. square, 3⁄8 in. thick, to secure 13-in. bearers to verticals 12 in. by 12 in. fourth tier up. . . . .	at 8½c.	17 85
0 2 1 14	In No. 32, 3⁄4-in. diameter Screw-bolts 27 in. long, with heads and nuts, and No. 64 Washers 5 in. square, 3⁄8 in. thick, to secure 12-in. bearers to 13½-in. by 12-in. verticals . . . . .	at 8½c.	22 61
0 2 1 0	In No. 32, 3⁄4-in. diameter do. do. 24½ in. long, and No. 64 Washers 5 in. square, 3⁄8 in. thick, to secure 12-in. bearers to 12-in. by 12-in. verticals. . . . .	at 8½c.	21 42
0 6 2 0	In No. 80, 7⁄8-in. diameter Screw-bolts 27 in. long, to the first and second tiers of stretchers up, for securing same to verticals, including No. 160 Washers 5 in. square, 3⁄8 inch thick. . . . .	at 8¼c.	60 06
0 5 3 0	In No. 80, 3⁄4-in. diameter Screw-bolts 26½ in. long, for securing the second and third tiers of stretchers to verticals, including No. 160 Washers 5 in. square, 3⁄8 in. thick. . . . .	at 8½c.	54 74
0 4 2 14	In No. 64, 3⁄4-in. do. do. 26 in. long, to secure the fourth and fifth tiers of stretchers to verticals, including No. 128 Washers, 5 in. square, 3⁄8 in. thick. . . . .	at 8½c.	44 03

RECORD.	Quantities.	Description	Rate, \$
<p><i>In the Superior Court.</i></p> <hr/> <p>No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. <i>continued—</i></p>	<p>T. C. Q. L.</p> <p>0 0 2 14</p> <p>0 1 2 0</p>	<p>No. 7, <math>\frac{3}{4}</math>-in. Bolts, 28 in. long, with heads and nuts, to secure bottom waling to crib work block,..... at <math>8\frac{1}{2}</math>c.</p> <p>Add for extra Bolts, Spikes, Dogs, &amp;c... at 8c.</p>	<p>\$ 5 95</p> <p>13 44</p>

CONCRETES.

109	c. yds.	4 to 1	Portland Cement Concrete Filling to front face of crib work (block from foundation to 4 feet above low water by close skips or otherwise below low water), filled in in uniform layers of 12 in. thick, the concrete to be well packed up, and made solid by suitable appliances, under bearers and stretchers, to avoid leaving any cavities undersame..... at 6 25	681 25
329	c. yds.	8 to 1	Portland Cement Concrete, do., do., do., to be filled in behind the face concrete, carried up in uniform layers of 12 in. thick, the layers of the finer concrete to be kept in advance of the coarse concrete..... at 4 75	1,562 75

NOTE.—Cost of all necessary timber and materials, stagings, buildings, slips, launchings, ways, rough timbering, as flooring to receive the ballast, the cost of the ballast, trimming and floating; also that of sinking the block complete in position, inclusive of a sum to cover all risks and contingencies of whatever kind.

It is understood that the cost of providing the stone and ballast by the Contractors and placing the same in the various crib-work blocks as directed for ballasting and sinking the crib-work blocks mentioned and described in the Specifications and Bill of Quantities is included in the cost of sinking the Blocks in position in the works. The said ballast to be utilised in the works as may be directed by the Engineers without further cost to the Commissioners..... sum,

150 00

Quantities.	Description.	Rate, \$	RECORD.
<p>SUPERSTRUCTURE FROM FOUR FEET            ABOVE LOW WATER TO COPING            LEVEL.—(FORTY FEET RUN.)</p>			<p><i>In the            Superior            Court.</i></p>
			<p>No. 4            Plaintiff's            Exhibit            No. 2,            Form of            Tender and            Specifica-            tion 2nd            May, 1877.  <i>continued—</i></p>
200	c. ft. In No. 7, Yellow Pine Vertical Timbers, 28 ft. 6 in. by 12 in. by 12 in., sawn on one face, let into pockets as shewn, and their feet run in solid with 2 to 1 Portland cement compo. screw bolted to the bottom waling at the level of 4 feet above low water, and rag bolted to the outside top bearer of crib work..... at 25c.	\$50 00	X
15	c. ft. In No. 1, 40 ft. run of 9 in. by 6 in. Hemlock Cill Piece on bottom waling to secure toe of planking, and if necessary, to be butt jointed and spiked every 3 ft. apart with ½-in. spikes to the lower waling..... at 30c.	4 50	X
120	c. ft. In No. 4, 40 ft. run of White Pine Waling, sawn two sides, and bolted as shewn with ¾ in. screw bolts to each vertical, to include if necessary a scarf joint as for bottom waling..... at 30c.	36 00	X
54	c. ft. In No. 1, 40 ft. run of 15 in. Rock Elm Coping or Capping in front of verticals or uprights, secured to the top waling every 18 in. with ¾-in. diameter rag bolts 21 in. long, rag bolts driven alternately vertically and diagonally into the verticals and top walings to include a half lap joint or scarf where necessary..... at 50c.	27 00	
35	c. ft. In No. 1, 40 ft. run of 12 in. by 9 in. Rock Elm Back Coping, morticed 4 in. on to the heads of verticals and secured with two ¾-in. rag bolts 15 in. long to each upright, and to include a lap joint if necessary..... at 55c.	19 25	X
740	sup. ft. 4-in. Fir Planking, secured to walings with two spikes at each crossing of waling, ½ in. diameter and 9 in. long..... at 12c.	88 80	X
40	c. ft. In No. 4, Rock Elm Fenders 20 ft. by 12 in. by 6 in., secured to planking and wales by ¾-in. diameter spikes 16 in. long, two spikes to each wale..... at 55c.	22 00	

RECORD.	Quantities.	Description	Rate, \$
<b>CONCRETE IN FORTY FEET RUN OF SUPERSTRUCTURE.</b>			
<p><i>In the Superior Court.</i></p> <hr/> <p>No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i></p>	45 c. yds.	4 to 1 Portland Cement Fine Concrete, from 4 ft. above low water to coping level, to face of wall behind planking, Ballast for which may probably be found by the Harbour Commissioners.....	at 6 25      281 25
	135 c. yds.	8 to 1 Portland Cement Coarse Concrete to wall and counterfort from 4 ft. above low water to coping level behind the fine concrete, do. do.....	at 4 75      641 25
	2 yds. sup.	2 to 1 Portland Cement Compo., rendering around base of bollards 3 in. in thickness at quay level.....	at 2 00      4 00

**ONE BOLLARD TO FORTY FEET RUN OF WALL.**

23	c. ft.	In No. 1, 12 ft. 6 in. by 16 in. by 16 in. Rock Elm Bollard fixed in concrete complete... at 50c.	11 50
6	c. ft.	In No. 4, Rock Elm Chock Pieces 3 ft. by 12 in. by 6 in., to sides of bollard above quay level, secured to post with rag spikes, No 3 3/4-in. ragged spikes to each chock 10 in. long..... at 45c.	2 70
23	c. ft.	In No. 2, 15 ft. by 12 in. White Pine Stretchers or Binders notched into stem of bollard 1 1/2 in. and bolted with 3/4-in. and 7/8-in. diameter bolts 34 in. long..... at 25c.	5 75
8	c. ft.	In No. 2, 5 ft. by 12 in. by 9 in. Hemlock Timbers to rear end of stretchers, secured with a 3/4-in. screw bolt 30 in. long, with nuts and washers complete,.... at 20c.	1 60
30	c. ft.	In No. 8, 5 ft. by 12 in. by 9 in. Bearers to bollards, secured to post with 3/4-in. diameter screw bolts 34 in. long..... at 20c.	6 00

**IRONWORK TO SUPERSTRUCTURE.**

T. C. Q. L.			Rate, \$
0 0 0 16	In No. 7, 3/4-in, diameter Ragged Bolts 18 in. long to secure vertical uprights to the top bearer,..... at 5c.	80	✕
0 0 0 7	In No. 14, 1/2-in. diameter Spikes 10 in. long, to secure cill piece to bottom waling spiked 3 ft. apart..... at 6c.	42	✕

Quantities.	Description	Rate, \$	RECORD.
T. C. Q. L.			
0 1 3 0	In No. 28, $\frac{3}{4}$ -in. diameter Screw-bolts 24 in. long, to secure wales to uprights, with No. 56 washers, 5 in. square, $\frac{3}{8}$ -in. thick, at	8½c.	\$16 66
0 0 1 10	In No. 14, $\frac{3}{4}$ -in. Ragged Bolts 21 in. long, to secure Rock Elm front coping to top walings, driven horizontally (3 ft. apart), at.....	5c.	1 90
0 0 1 14	In No. 14, do., do., 24 in. long, driven diagonally, to secure Rock Elm front coping to vertical uprights, &c. (3 ft. apart); these bolts are to alternate with the above,..... at	5c.	2 10
0 0 0 21	In No. 14, $\frac{3}{8}$ -in. Ragged Bolts 15 in. long, to secure Rock Elm back coping to heads of vertical or uprights..... at	6c.	1 26
0 2 0 0	In No. 400, $\frac{1}{2}$ -in. Spikes 9 in. long, to secure 4 in. planking, No. 10 Spikes, to each plank, or No. 2, to be driven at each crossing of waling and at foot..... at	6c.	13 44
0 0 2 7	In No. 7, $\frac{3}{4}$ -in. Screw-bolts 28 in. long, inclusive of heads, nuts, and washers, to secure bottom waling to crib work block... at	8½c.	5 35
0 0 2 0	In No. 40, $\frac{3}{8}$ -in. Ragged Bolts 16 in. long, to secure fenders, No. 10 bolts to each fender, or No. 2, driven at the crossing of each waling..... at	6c.	3 36
0 0 3 14	In No. 2, 1½ in. diameter Upper Tie Bolts, screwed at both ends, 9 ft. 6 in. long, with nuts 1½ in. deep, with $\frac{3}{4}$ -in. thick wrought iron washer 6 in. square at front pile let into waling for $\frac{3}{4}$ of an inch....		9 97
0 1 0 21	In No. 2, 1½ in. diameter Middle Tie Bolt, do., do., do..... at	7½c.	7 35
0 1 2 14	In No. 2, 1½ in. diameter Lower Tie Bolts, nuts, washers, &c., do., do., as before, at	7½c.	13 68
0 2 1 0	In No. 6, Cast Iron Washers, 12 in. diameter by 1½ in. thick, to the above tie bolts, at	3½c.	8 82
0 0 0 14	In No. 12, $\frac{3}{8}$ -in. Spikes, 12 in. long, to secure pad pieces to stem bollard..... at	6c.	84
0 0 0 8	In No. 1, $\frac{3}{8}$ -in. Screw Bolts, Nuts and Washers, to secure stretchers to stem of bollard, at	8¼c.	66
0 0 0 6	In No. 1, $\frac{3}{4}$ -in. do., do., to secure transverse baulks at ends of stretchers..... at	8¼c.	51

RECORD.  
 In the  
 Superior  
 Court.  
 No. 4  
 Plaintiff's  
 Exhibit  
 No. 2,  
 Form of  
 Tender and  
 Specifica-  
 tion 2nd  
 May, 1877.  
 continued—

X

X

X

X

X

X

RECORD.	Quantities.	Description	Rate, \$
<p><u>In the Superior Court.</u> No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i></p>	<p>T. C. Q. L. 0 0 1 0 0 1 0 0</p>	<p>In No. 3, <math>\frac{3}{4}</math>-in. Bolts, Nuts and Washers, to secure ties to stem of bollards..... at <math>8\frac{1}{2}</math>c. Add for Spikes, Bolts, Dogs, &amp;c..... at 6c.</p> <p><i>Estimate of 40 feet run of North Quay Wall of South Tidal Harbour complete, including one Bollard but exclusive of Dredgings, Filling in Trench, Backing to Wall, and Forming Embankment and Slopes..</i></p> <p>No. 27.—Forty feet lengths of North Quay Wall of the South Tidal Harbour at \$4831.50 each, as per the above Estimate.</p> <p>Bill No. 1 carried to Abstract.....</p>	<p>-\$ \$2 38 6 72</p> <hr/> <p>\$4831 50</p> <hr/> <p>\$130,450 50</p>

BILL No. 2

No. 1. BLOCK NEXT BALLAST WHARF.

*Quantities of Angular Corner only of same.*

Quantities	DESCRIPTION.	Rate. \$
93	c. ft. In No. 3, Verticals to back and front planking tenoned into cills of Hemlock timber, 27 ft. 6 in. long by $13\frac{1}{2}$ in. by 12 in....	at 15c. \$13 95
83	c. ft. In No. 3 Hemlock Verticals, 27 ft. 6 in. long by 12 in. by 12 in., tenoned as before into cills.....	at 15c. 12 45
52	c. ft. In No. 3 do. do. at back of cribwork, 17 ft. 6 in. long by 12 in. by 12 in. tenoned into cill.....	at 15c. 7 80
95	c. ft. In No. 2, Diagonal Stretchers of Hemlock Timber to 1st and 2nd tiers up, 35 ft. long by 14 in. square, bolted to verticals with 1 in. screw bolts.....	at 15c. 14 25
82	c. ft. In No. 2 do. do. to the 3rd and 4th tiers up, 35 ft. long by 13 in. square, bolted to verticals with $\frac{7}{8}$ in. diameter screw bolts. at 15c.	12 30
50	c. ft. In No. 2 do. do. to the 5th and 6th tiers up, 25 in. long by 12 in. square, bolted to verticals with $\frac{3}{4}$ in. diameter screw bolts. at 15c.	7 50

Quantities.	Description	Rate, \$	RECORD.
86	c. ft. In No. 2, Transverse Stretchers of Hemlock timber to 1st and 2nd tiers up, 32 in. long by 14 in. square, and bolted to verticals with 1 in. diameter screw bolts. at 15c.	15c.	<i>In the Superior Court.</i>
75	c. ft. In No. 2 do. do. to 3rd and 4th tiers up, 32 ft. long 13 in. square, and bolted with $\frac{7}{8}$ in. diameter bolts to verticals. . . . . at 15c.	15c.	No. 4 Plaintiff's Exhibit
44	c. ft. In No. 2, do. do. do. to the 5th and 6th tiers up, 22 ft. long by 12 in. square, and bolted with $\frac{3}{4}$ in. diameter screw bolts to verticals. . . . . at 15c.	15c.	No. 2, Form of Tender and Specification 2nd
46	c. ft. In No. 2, do. do. do. Short Stretchers to 1st and 2nd tiers up. 17 feet long by 14 in. square, bolted to verticals with 1-in. diameter screw bolts. . . . . at 15c.	15c.	May, 1877. <i>continued—</i>
40	c. ft. In No. 2, do. do. do. Short Stretchers to 3rd and 4th tiers up. 17 in. long by 13 in. square, and bolted to verticals with $\frac{7}{8}$ in. diameter screw bolts. . . . . at 15c.	15c.	
16	c. ft. In No. 2, do. do. do. to 5th and 6th tiers up, 8 feet long, 12 in. square, and bolted to verticals with $\frac{3}{4}$ in. diameter screw bolts. . . . . at 15c.	15c.	
23	c. ft. In No. 2, do. do. do. to 1st and 2nd tiers up, 8 ft. 6 in. long and 14 in. square, and bolted to verticals with 1 in. diameter screw bolts. . . . . at 15c.	15c.	
20	c. ft. In No. 2, do. do. do. to 3rd and 4th tiers up, 8 ft. 6 in. long by 13 in. square, and bolted to verticals with $\frac{7}{8}$ in. diameter screw bolts, and rag bolted on to diagonals, . . . . . at 15c.	15c.	
107	c. ft. In No. 2, Longitudinal Bearers of Hemlock timber to 1st and 2nd tiers up, 39 ft. long by 14 in. square, and bolted to verticals with 1 in. diameter screw bolts, and rag bolted on to diagonal stretchers, at . . . . . 15c.	15c.	
19	c. ft. In No. 1, Cill Piece at back of Crib Work at 1st tier up, 18 ft. 6 in. long by 12 in. square, bolted with 1 in. diameter screw bolts, . . . . . at 15c.	15c.	
92	c. ft. In No. 2, Longitudinal Bearers of Hemlock timber to 3rd and 4th tiers up, 39 ft. 3 in. long by 13 in. square, and bolted to		

RECORD.	Quantities.	Description.	Rate, \$
<i>In the Superior Court.</i> <hr/> No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. <i>continued—</i>	42 c. ft.	verticals with $\frac{7}{8}$ in. diameter screw bolts, at ..... 15c.	13 80
		In No. 2, do. do. do., to 5th and 6th tier up, 20 ft. 9 in. long by 12 in. square, and bolted to verticals with $\frac{3}{4}$ diameter screw bolts ..... at 15c.	6 30
	20 c. ft.	In Miscellaneous Packing Pieces, ..... at 15c.	3 00
	336 ft. sup.	Of 3 in. Hemlock Planking spiked with $\frac{1}{2}$ in. spikes to Longitudinal Bearers complete, including spiking ..... at $7\frac{1}{2}$ c.	25 20
		Labour, Towing, Sinking.....	57 50

IRONWORK.

T.	C.	Q.	L.	Description.	Rate, \$
0	9	0	0	Of Wrought-Iron in 1 in. $\frac{7}{8}$ in. $\frac{3}{4}$ in. diameter Screw Bolts, including two washers to each bolt, 5 in. by 5 in. by $\frac{3}{8}$ in. and No. 10 $\frac{7}{8}$ in. square rag bolts 21 in. long, at $8\frac{1}{4}$ c.	83 16
				Bill No. 2 carried to Abstract.....	\$328 61

BILL No. 3

No. 2 40 FEET SQUARE BLOCKS TO 84 FT. 6 INS. ENTRANCE IN  
THE NORTH WALL OF THE SOUTH TIDAL HARBOUR.

(SUBSTRUCTURE FROM BOTTOM UP TO LEVEL OF 4 FEET  
ABOVE LOW WATER.)

Quantities	DESCRIPTION.	Rate. \$
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NOTE.—The whole of the following Timber is  
to be of the same quality as that specified  
for the ordinary 40 ft. by 30 ft. blocks.  
The 40 ft. square blocks are to be right  
and left handed.

218	c. ft.	In No. 4, 40 ft. by 14 in. square Hemlock Timber Longitudinal Bearers, two at the toe and two at the back of the crib work at foundation level, secured together with	
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Quantities.	Description	Rate, \$	RECORD.
272	c. ft. In No. 5, 40 ft. by 14 in. square do., do., Intermediate Bearers at foundation to receive verticals..... at 15c.	15c.	\$32 70 <i>In the Superior Court.</i>
383	c. ft. In No. 7, 40 ft. by 14 in. square Hemlock Bearers to 2nd tier up from foundation level, secured to verticals with $\frac{7}{8}$ -in. bolts, nuts, and washers, and notched on to verticals..... at 15c.	15c.	40 80 <i>No. 4 Plaintiffs Exhibit No. 2, Form of Tender of Specification 2nd May, 1877. continued—</i>
329	c. ft. In No. 7, 40 ft. by 13 in. square do. do. Bearers to third tier up from foundation, secured to verticals with $\frac{7}{8}$ -in. diameter screw bolts, nuts, and washers, and notched $1\frac{1}{2}$ in. on to verticals..... at 15c.	15c.	57 45
235	c. ft. In No. 5, 40 ft. by 13 in. square do. do. Bearers to fourth tier up from foundation, secured to verticals with $\frac{3}{4}$ -in. diameter screw bolts, nuts and washers, and notched $1\frac{1}{2}$ in. on to verticals..... at 15c.	15c.	49 35
61	c. ft. In No. 2, 26 ft. long by 13 in. square do., fourth tier up from foundation, secured to verticals with $\frac{3}{4}$ -in. diameter bolts, nuts and washers, and notched $1\frac{1}{2}$ in. on to verticals..... at 15c.	15c.	35 25
320	c. ft. In No. 8, 40 ft. long by 12 in. square do. do. Bearers, to fifth and sixth tiers up from foundation, secured to verticals with $\frac{3}{4}$ -in. diameter screw bolts, nuts and washers, and notched $1\frac{1}{2}$ in. on to verticals.... at 15c.	15c.	9 15
156	c. ft. In No. 6, 26 ft. long by 12 in. square do. do., fifth and sixth tiers up from foundation, secured to verticals with $\frac{3}{4}$ -in. diameter screw bolts, nuts and washers, and notched $1\frac{1}{2}$ in. on to the verticals..... at 15c.	15c.	48 00
225	c. ft. In No. 4, 41 ft. 3 in. by 14 in. square Hemlock Stretchers to first tier up, notched $1\frac{1}{2}$ in. on to verticals and bearers, and bolted to vertical with 1 in. diameter screw bolts, nuts and washers..... at 15c.	15c.	23 40
113	c. ft. In No. 2, 41 ft. 3 in. by 14 in. square do. do. do., to outside or abutting ends of blocks first tier up, bolted to verticals with 1-in. diameter screw bolts, nuts and washers, at 15c.	15c.	33 75
			16 95



Quantities.	Description	Rate, \$	RECORD.
35 c. ft.	In No. 2, 17 ft. 4 in. by 12 in. square Hemlock Verticals, tenoned 4 in. into bottom bearers..... at 15c.	\$5 25	In the Superior Court.
25 c. ft.	In No. 2, 12 ft. 3 in. by 12 in. square do. do. do. do..... at 15c.	3 75	No. 4 Plaintiff's Exhibit
114 c. ft.	In No. 3, 28 ft. by 14 in. by 14 in. Verticals at the three corners of the Crib Work.. at 15c.	17 10	No. 2, Form of Tender and Specification 2nd May, 1877.
262 c. ft.	In No. 8, 28 ft. by 14 in. by 12 in. Verticals at abutting ends of Crib Work, tenoned 4 in. into bottom bearers..... at 16c.	41 92	continued—
811 sup. ft.	In 3 in. Hemlock Planking to front battered face of Crib Work, secured to stretchers and bearers, including all waste, labour, and spiking..... at 7½c.	60 82	
837 sup. ft.	In 3 in. do. do. to Vertical side face of Crib Work, including waste, labour, and spiking to stretchers and bearers, &c., complete..... at 7½c.	62 77	
546 sup. ft.	In 3 in. do. do. do. Bark Planking to front concrete, fixed complete as before, &c. at 7½c.	40 95	
280 sup. ft.	In 3 in. do. do. do. at end of Crib Work, including waste, labour, spiking, &c. at 7½c.	21 00	
595 sup. ft.	In 3 in. Planking to back of side Concrete, including waste, &c., as before..... at 7½c.	44 62	
442 sup. ft.	2 in. Planking to No. 13 pockets..... at 6c.	26 52	
94 c. ft.	In 80 ft. run of 13 in. by 13 in. Waling to front and return ends of block..... at 25c.	23 50	

**IRONWORK TO 40 FT. SQUARE BLOCKS  
UP TO 4 FT. ABOVE LOW WATER  
MARK.**

T. C. Q. L.	Description	Rate, \$	RECORD.
0 1 3 14	In No. 14, 1 in. diameter Screw Bolts and Nuts, to front and back bearers at foundation level (or 1st tier), 34 in. long and No. 28 Washers 5 in. by 5 in. by ½ thick, at..... 8c.	16 80	
0 1 3 7	In No. 20, ¾ in. diameter Screw Bolts and Nuts to 2nd tier of bearers up, to secure 13½ in. by 12 in. verticals, 30 in. long, and No. 40 washers, 5 in. by 5 in. by ¾th, at 8¼c.	16 75	
0 2 0 14	In No. 24, ¾ in. do. do. to 2nd tier up, to secure them to verticals 12 in. square (intermediate), 28 in. long and No. 48 Washers, 5 in. by 5 in. by ¾th,..... at 8¼c.	19 63	

RECORD.	Quantities.	Description.	Rate, \$
<i>In the Superior Court.</i>	T. C. Q. L.		
No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i>	0 1 3 7	In No. 20, $\frac{7}{8}$ in, do. do. to 3rd tier up, to secure bearers to verticals, $13\frac{1}{2}$ in. by 12 in. 28 in. long, and No. 40 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th,..... at $8\frac{1}{4}$ c.	\$16 75
	0 2 0 14	In No. 24, $\frac{7}{8}$ in. do. do. to 3rd tier up, to secure bearers to verticals, 12 in. by 12 in. 27 in. long, and No. 48 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th,..... at $8\frac{1}{4}$ c.	19 63
	0 1 0 7	In No. 14, $\frac{3}{4}$ -in. Bolts do. to 4th tier up, to secure bearers to $13\frac{1}{2}$ by 12 in. verticals, 28 in. long, and No. 28 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th,..... at $8\frac{1}{2}$ c.	10 11
	0 0 1 7	No. 4, $\frac{3}{4}$ -in. do. do. to Short Bearers 4th tier up, to vertical $13\frac{1}{2}$ in. by 12 in. 28 in. long, and No. 8 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th,..... at $8\frac{1}{4}$ c.	2 89
	0 1 2 0	In No. 18, $\frac{3}{4}$ -in. do. do. to 4th tier up, to secure bearers to verticals 12 in. by 12 in. 27 in. long, and No. 36 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th,..... at $8\frac{1}{2}$ c.	14 28
	0 0 1 7	In No. 4, $\frac{3}{4}$ -in. do. do. to 4th tier up, to secure Short Bearers to verticals, 12 in. by 12 in. 27 in. long, and No. 8 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th,..... at $8\frac{1}{2}$ c.	2 97
	0 2 3 0	In No. 36, $\frac{3}{4}$ -in. Bolts do. to 5th and 6th tier up, to secure bearers to verticals, $13\frac{1}{2}$ in. by 12 in., 27 in. long, and No. 72 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th..... at $8\frac{1}{2}$ c.	26 18
	0 1 3 7	In No. 24, $\frac{3}{4}$ -in. Bolts, Nuts and Washers to 5th and 6th tiers up, to secure bearers to the 12 in. by 12 in. verticals, 26 in. long, and No. 48 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th..... at $8\frac{1}{2}$ c.	17 25
	0 1 1 0	In No. 16, do. do., to secure short bearers to the 12 in, square verticals, 26 in. long, and No. 32 Washers, 5 in. by 5 in. by $\frac{3}{8}$ th..... at $8\frac{1}{2}$ c.	11 90
	0 1 3 21	In No. 14, 1 in. diameter Screw Bolts and Nuts to 1st tier of stretchers to abutting side of Crib Work, 40 in. long, and No. 28 Washers, 5 in. by 5 in. by $\frac{1}{2}$ -in.. at 8c.	17 36
	0 3 0 0	In No. 26, 1 in. do. do. to 1st tier of intermediate stretchers, 18 in. long, and No. 52 washers, 5 in. by 5 in. by $\frac{1}{2}$ -in..... at 8c.	26 88

Quantities.	Description	Rate, \$	RECORD.
T. C. Q. L.			<i>In the Superior Court.</i>
0 0 1 0	In No. 2, 1 in. do. do., to 1st tier at double verticals, 36 in. long, and No. 4 washers, 5 in. by 5 in. by $\frac{1}{2}$ -in. . . . . at	8c.	\$2 24 No. 4
0 1 1 0	In No. 14, $\frac{7}{8}$ -in. diameter Screw Bolts, &c., to second tier of stretchers to abutting sides or ends, 40 in. long, and No. 28 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{4}$ c.	11 55 Plaintiffs Exhibit No. 2, Form of Tender and Specification 2nd
0 2 1 7	In No. 26, $\frac{7}{8}$ -in. do. do. do., to second tier of stretchers, 28 in. long, and No. 52 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{4}$ c.	21 42 May, 1877.
0 0 1 0	In No. 2, $\frac{7}{8}$ -in. do. do., to second tier up, to secure stretchers to double verticals, 36 in. long, and No. 4 washers, 5 in. by 5 in. by $\frac{3}{8}$ -inches . . . . . at	8 $\frac{1}{4}$ c.	continued—
0 1 1 21	In No. 14, $\frac{7}{8}$ -in. diameter Screw Bolts and Nuts, to secure 13 in. square timber stretchers at end of third tier up verticals, 37 in. long, and No. 28 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{4}$ c.	2 31
0 2 1 0	In No. 26, $\frac{7}{8}$ -in. diameter Screw Bolts and Nuts, to secure 13 in. stretcher to verticals to third tier up, 27 in. long, and No. 52 washers 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{4}$ c.	13 28
0 0 1 0	In No. 2, $\frac{7}{8}$ -in. do. do., to secure stretchers to double verticals at third tier up, 35 in. long, and No. 4 washers 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{4}$ c.	20 79
0 0 3 21	In No. 11, $\frac{3}{4}$ -in. Screw Bolts and Nuts, at abutting ends of fourth tier, to secure 13 in. timber stretchers to verticals, 37 in. long, and No. 22 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{2}$ c.	2 31
0 1 3 7	In No. 23, $\frac{3}{4}$ -in. do. do. intermediate stretchers, 27 in. long, to fourth tier up, and No. 46 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{2}$ c.	8 92
0 0 0 21	In No. 2, $\frac{3}{4}$ -in. do. do. at double verticals to fourth tier, 35 in. long, and No. 4 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{2}$ c.	17 25
0 1 3 21	In No. 22, $\frac{3}{4}$ -in. Bolts, Nuts, and Washers to fifth and sixth tier up, to secure stretchers to verticals at ends, 36 in. long, and No. 44 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . . at	8 $\frac{1}{2}$ c.	1 78
0 3 0 7	In No. 40, $\frac{3}{4}$ -in. do. do., to secure stretchers to intermediate verticals, 26 in. long, and No. 80 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. at	8 $\frac{1}{2}$ c.	18 44
			29 15

RECORD.	Quantities.	Description	Rate, \$
	T. C. Q. L.		
<p><i>In the Superior Court.</i></p> <hr/> <p>No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. <i>continued—</i></p>	0 0 1 7	In No. 4, $\frac{3}{4}$ -in. do. do. to secure stretchers at double verticals, 35 in. long, and No. 8 washers, 5 in. by 5 in. by $\frac{3}{8}$ -in. . . . .	8 $\frac{1}{2}$ c. \$2 97
	0 1 0 0	In No. 13, $\frac{3}{4}$ -in. diameter Bolts, 28 in. long, do. do., to secure bottom waling to up-rights. . . . .	8 $\frac{1}{2}$ c. 9 52
	0 2 0 0	Add for extra bolts, dogs, spikes, weights, &c. . . . .	6c. 13 44

CONCRETES IN SUBSTRUCTURE.

220 c. yds.	Of 4 to 1 Portland Cement Fine Concrete, to battered and vertical faces of blocks, filled in the compartments in layers of about 12 in. thick. The layers of fine concrete are always to be carried up in advance of the back or coarse concrete. . . . .	at 6 25	1,375 00
620 c. yds.	Of 8 to 1 Portland Cement Coarse Concrete, at the back of the above fine concrete, filled in the compartments in the Crib Work, in layers of 12 in. thick. Great care is to taken that the concrete fillings shall come close up to the face and to the undersides of the stretchers and bearers, by approved appliances so as to ensure perfectly sound work, free from all cavities, as described for the ordinary 40 feet by 30 feet blocks. . . . .	at 4 75	2,945 00

SUPERSTRUCTURE FROM 4 FEET  
ABOVE LOW WATER UP TO  
COPING LEVEL.

110 c. yds.	In 4 to 1 Portland Cement Fine Concrete, against face and return end plankings of block . . . . .	at 6 25	687 50
296 c. yds.	In 8 to 1 do. Coarse Concrete, backing to fine concrete face and return end of block and counterforts. . . . .	at 4 75	1,406 00

TIMBER WORK.

390 c. ft.	In No. 13, 30 ft. by 12 in. by 12 in. Verticals to front and return end of Crib Work Block, of white or yellow pine, feet
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Quantities.	Description	Rate, \$	RECORD.
	placed in pockets, and run in with 2 to 1 Portland cement compo, one face only to be sawn to receive front walings. . . . .	at 25c.	<i>In the Superior Court.</i>
226 c. ft.	In No. 4, 75 ft. 6 in. by 12 in. by 9 in. Walings, sawn on two sides, including scarfs, and secured with $\frac{3}{4}$ -in. screw bolts, nuts, and washers to vertical uprights. . . . .	at 30c.	No. 4 Plaintiff's Exhibit
15 c. ft.	In No. 1, 40 ft. by 9 in. by 6 in. Cill Piece, on top of bottom waling, as shewn, to receive lower ends of planking, and secured with $\frac{1}{2}$ -inch. spikes, 10 in. long every two feet. . . . .	at 45c.	No. 2, Form of Tender and Specification 2nd May, 1877.
103 c. ft.	In No. 1, 70 ft. by 15 in. by 13 in. Rock Elm Coping to face and return end of superstructure, secured to top waling with one $\frac{3}{4}$ -in. vertical rag bolt, 21 in. long, every three feet, and one diagonal bolt into heads of uprights, $\frac{3}{4}$ -in. diameter 24 in. long, every three feet. These bolts are to be alternating with each other, also including scarfs. . . . .	at 50c.	<i>continued—</i>
71 c. ft.	In No. 1, 76 ft. by 15 in. by 9 in. Rock Elm Back Coping, morticed down 4 in. on to the heads of the uprights, and bolted with a $\frac{5}{8}$ -in. rag bolt, 20 in. long, at each upright. . . . .	at 55c.	
1481 sup. ft.	Of 4 in. Planking, to have two $\frac{1}{2}$ -in. spikes at each crossing 9 in. long, including waste labor, &c., . . . . .	at 12c.	
40 c. ft.	In No. 4, 20 ft. by 12 in. by 6 in. Rock Elm Fenders, having rounded ends at top and bottom, and arisses secured to walings with $\frac{7}{8}$ -inch rag bolts, 16 in. long, No. 10, to each fender. . . . .	at 55c.	
	No. 1 Bollard complete. (See items in detail, in quantities for superstructure of the North Wall of the South Tidal Harbour.)		

IRONWORK.

T. C. Q. L.			
0 1 3 14	In No. 4, Upper Tie Rods, $1\frac{1}{4}$ in. diameter, 11 ft. long, with nuts and washers, 6 in. square, $\frac{3}{4}$ -in. thick, let $\frac{3}{4}$ -in. into walings, at	6c.	12 60
0 1 2 0	In No. 4, Cast-iron Washers at back of concrete, 12 in. diameter, $1\frac{1}{2}$ in. thick. . . . .	at 3 $\frac{1}{2}$ c.	5 88

RECORD.	Quantities.	Description.	Rate, \$	
<i>In the Superior Court.</i> No. 4 - Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i>	T. C. Q. L. 0 2 1 21	In No. 4, Middle Tie Rods, 1½ in. diameter, 12 ft. long, with washers 6 in. square, ¾-in. thick, let ¾-in. into waling..... at 5½c.	\$15 01	
	0 1 2 0	In No. 4, Cast-iron Washers at back of concrete, 12 in. diameter, 1½ in. thick... at 3½c.	5 88	
	0 3 0 21	In No. 4, Lower Tie Rods, 1½ in. diameter, 13 ft. long, with washers 6 in. square, ¾-inch thick, let into walings for ¾-inch... at 5c.	17 85	
	0 1 2 0	In No. 4, Cast-iron Washers at back of concrete, 12 in. diameter, 1½ in. thick... at 3½c.	5 88	
	0 3 3 7	In No. 52, ¾-in. diameter Screw Bolts and Nuts, 24 in. long, to secure waling in front and return faces on uprights (as shewn), and No. 104 wrot. iron washers, 5 in. by 5 in. by ¾-in..... at 8½c.	35 78	
	0 0 2 14	In No. 25, ¾-in. diameter Rag Bolts, 21 in. long, to secure Rock Elm front coping to top waling, at every three feet..... at 5c.	3 50	
	0 0 2 21	In No. 25, ¾-in. diameter Rag Bolts, 24 in. long, driven in diagonally, every three feet apart, to secure front coping to heads of upright..... at 5c.	3 85	
	0 0 0 21	In No. 13, ½-in. Rag Bolts, 20 in. long, to secure Rock Elm Back Coping to heads of the uprights to front and return ends, at..... at 5c.	1 05	
	0 0 2 0	In No. 40, ½-in. Rag Bolts, to secure Rock Elm Fenders to walings on face of plankings, 16 in. long..... at 5½c.	2 94	
	0 0 0 14	In No. 20, ½-in. Spikes, 10 in. long, to secure cill pieces to bottom waling..... at 6c.	84	
	0 0 1 7	In No. 13, ¾-in. Rag Bolts, to secure feet of uprights to front longitudinal bearers, 21 in. long..... at 5c.	1 75	
	0 4 0 0	800 ½-inch Spikes, 9 in. long. front plankings to wales..... at 6c.	26 88	
	0 1 0 0	Add for bolts to any scarfs, extra bolts, dogs, spikes, &c., and extra weights..... at 6c.	6 72	
		<i>Estimate of one 40 feet Square Block to 84 feet 6 ins. entrance, and one Bollard complete, in the North Wall of the South Tidal Harbour,</i>	Dollars,..	\$8518 17
		Towing and Sinking, &c.....		225 00
				<hr/> \$8743 17

No. 2.—Forty feet Square Blocks to 84 feet 6 ins. entrance, in the North Wall of the South Tidal Harbour, at \$8743.17 each as per the above estimate.....

RECORD.  
In the Superior Court.

Bill No. 3, carried to Abstract.....

\$17486 34

No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May, 1877. continued—

BILL No. 4

NORTH QUAY WALL OF THE SOUTH WET DOCK, INCLUDING CRIB WORK IN SUPERSTRUCTURE.

Estimate of 42 Feet Run.

Quantities	Description.	Rate.	\$
212	c. ft. In No. 6, 42 ft. long, by 11 in. by 11 in. Longitudinal Bearers of Hemlock Timber, to front and back of Crib Work, notched 1½ inches on to verticals, and secured thereto with ½-in. diameter screw bolts and nuts, bolts 24 in. long each, and with washers 4 in. by 4 in. by ¾-in. .... at 15c.	15c.	\$31 80
153	c. ft. In No. 14, 13 feet. long each, by 11 in. by 11 in., Verticals to front and back of Crib Work. at 15c.	15c.	22 95
57	c. ft. In No. 6, 11 ft. long each, by 11 in. by 11 in., Stretches to Extreme or Abutting Ends of Crib Work, notched 1½ in. on to verticals, and secured thereto with ½-in. bolts and nuts, bolts 24-in. long, and washers 4 in. by 4 in. by ¾-in. .... at 15c.	15c.	8 55
38	c. ft. In No. 18, 11 ft. long each, by 9 in. by 3 in., Stretchers to No. 3 Intermediates, notched 1½ in. on longitudinal bearers, and secured to verticals by ½-in. screw bolts and nuts, bolts 20 in. long each, and washers 4 in. by 4 in. by ¾-in. front side, and on the back side by bolts 28 in. long and ½-in. diameter. .... at 35c.	35c.	13 30
18	c. ft. In No. 6, 15 ft. long each, 9 in. by 3 in., Diagonal Bracing to Intermediate Stretchers, secured to stretchers by ½-in. screw bolts and nuts, bolts 23 in. long for ends of diagonal braces, with washers 4 in. by 4 in. by ¾-in., centre bolts at crossing, 26 in. long ½-in. diameter at 35c.	35c.	6 30

RECORD.	Quantities.	Description.	Rate, \$
<p>In the Superior Court.</p> <p>No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. continued—</p>	61	c. ft. In No. 12, 11 ft. long each, 11 in. by 6 in., Inter- mediate Stretchers, notched 1½ in. on to longitu- dinal bearers, and secured to verticals with ½-in. diameter screw bolts and nuts, bolts 26 in. long each at front, and washers 4 in. by 4 in. by ½-in., and do. 34 in. long at back... at 30c.	\$18 30
	7	c. ft. In No. 24, Blocking Pieces, 11 in. by 11 in. by 4 in., for securing top and middle planks of back boarding..... at 35c.	2 45
	409	ft. sup. Of 2½ in. Planking to back of Crib Work, secured to each vertical, and to include all labor, waste, spiking, &c., (spikes 6 in. long.)..... at 7c.	28 63
	8	c. ft. In No. 7, 13 ft. long each, 4 in., by 3½-in. Blocking Pieces for Guides, secured to faces of battened uprights in front..... at 35c.	2 80
	21	c. ft. In No. 7, 13 ft. long each, 11 in. by 3 in. secured to blocking guides with 6 in. spikes..... at 15c.	3 15
		Add sum for temporary Bracings to top and bot- tom of Crib Work Blocks, including tempo- rary end boarding and doors to close Crib Work until after the Portland Cement Con- crete is filled in and set..... at	30 00

IRON WORK TO CRIB WORK BLOCKS.

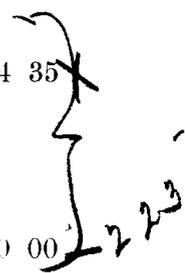
T.	C.	Q.	L.	Description.	Rate, \$
0	2	3	14	In No. 42, ¾-in. Screw Bolts and Nuts, 24 in. long, to secure longitudinal bearers to verticals, back and front, with No. 84 washers 4 in. by 4 in. by ¾-in..... at 8¼c.	25 56
0	0	3	7	In No. 12, ¾-inch, do. do., to secure Stretchers at end of crib work to verticals, 24 in. long, with No. 24 washers, 4 in. by 4 in. by ¾-in.... at 8¼c.	7 51
0	0	1	20	In No. 9, ½-in. do. do., to secure intermediate Stretchers to front uprights, 20 in. long, with No. 18 washers, 4 in. by 4 in. by ¾-in.... at 9c.	4 32
0	0	2	0	In No. 9, ½-in. to do. do., at back, including block- ing pieces 28 in. long, with No. 18 washers, 4-in. by 4 in. by ¾-in..... at 9c.	5 04
0	0	2	7	In No. 12, ¾-in. Screw Bolts, Nuts, and Washers, to secure diagonal bracing ends to stretchers, 23 in. long, with No. 24 square washers, 4 in. by 4 in. by ¾-in..... at 9c.	5 67
0	0	0	14	In No. 3, ½-in. do. do. to centre at crossing of dia- gonals, 26 in. long, with No. 6 washers, 4 in. by 4 in. by ¾-in..... at 9c.	1 26

Quantities.	Description	Rate, \$	RECORD.
T. C. Q. L.			
0 0 1 6	In No. 6, $\frac{5}{8}$ -in. Screw Bolt, Nut, and Washer to intermediate Stretchers, securing same to verticals in front, 20 in. long, with No. 12 washers, 4 in. by 4 in. by $\frac{3}{8}$ -in. . . . . at	9c.	<i>In the Superior Court.</i>
0 0 1 14	In No. 6, $\frac{5}{8}$ -in. do. do., to intermediate Stretchers, securing same to uprights with bolts 34 in. long, and with No. 12 square washers, 4 in. by 4 in. by $\frac{3}{8}$ -in. . . . . at	9c.	No. 4 Plaintiff's Exhibit No. 2, Form of Tender and
0 2 0 21	In No. 6, 40 lbs. Shoes to Main Piles. . . . . at	4 $\frac{1}{4}$ c.	Specification 2nd
0 7 2 0	In No. 30, 28 lbs. Shoes to Sheeting Piles. . . . at	4 $\frac{1}{4}$ c.	May, 1877. <i>continued—</i>
<b>IRON WORK TO SUPERSTRUCTURE.</b>			
0 0 0 21	In No. 28, $\frac{1}{2}$ -in. square Rag Bolts, 30 in. long, to secure back coping to top waling. . . . . at	6c.	1 26 X
0 1 2 0	In No. 18, 1 in. diameter Screw Bolts and Nuts, 30 in. long, and washers, to secure No. 4 walings to main piles, No. 48 washers, 5 in. by 5 in. by $\frac{3}{8}$ in. . . . . at	7c.	11 76
0 0 2 0	In No. 6, 1 in. square Rag Bolts, where tie rods occur, 21 in. long. . . . . at	5c.	2 80 X
0 0 3 14	In No. 28, $\frac{3}{4}$ -in. Rag Bolts, 21 in. long, driven into vertical pile, and diagonally into top waling, main piles, and pad pieces, every 18 in. apart, at	5 $\frac{1}{4}$ c.	5 14 X
0 1 1 14	In No. 14, $\frac{3}{4}$ -inch Rag Bolt Driver, from behind top waling into coping piece, 18 in. long, every 3 ft. apart. . . . . at	5 $\frac{1}{4}$ c.	2 20 X
0 1 1 10	In No. 72, $\frac{3}{4}$ -in. diameter Rag Bolt, 12 in. long, to secure No. 6 fenders to main piles. . . . . at	5 $\frac{1}{4}$ c.	7 87
0 1 2 0	In No. 18, 1 in. Screw Bolts, 30 in. long, and washers, 5 in. by 5 in. by $\frac{3}{8}$ -in., to secure filling in pieces at underside of coping. . . . . at	7c.	11 76 X
0 1 2 14	In No. 2, 1 $\frac{1}{2}$ in. diameter Lower Tie Rods, 13 ft. 3 in. long, with No. 2 front washers, 6 in. by 6 in. by $\frac{3}{4}$ -in., let into main piles. . . . . at	5c.	9 10
0 0 2 21	In No. 2, Cast-iron Washer at back of concrete, 12 in. diameter and 1 $\frac{1}{2}$ in. thick. . . . . at	3 $\frac{1}{2}$ c.	2 69
0 1 1 14	In No. 2, middle Tie Rods, 13 ft. long, 1 $\frac{3}{8}$ in. diameter, with nuts and No. 2 front washers, 6 in. by 6 in. by $\frac{3}{8}$ -in., let into main pole. . . at	5c.	7 70 X
0 0 2 21	In No. 2, Cast-iron Washers, 12 in. diameter, by 1 $\frac{1}{2}$ in. thick, at back of concrete. . . . . at	3 $\frac{1}{2}$ c.	2 69 X
0 1 0 8	In No. 2, upper Tie Rods, 1 $\frac{1}{4}$ in. diameter, 11 ft. 9 in. long, with No. 2 wrought iron washers, 6 in. by 6 in. by $\frac{3}{4}$ -in. . . . . at	5 $\frac{1}{4}$ c.	6 30 X
0 0 2 21	In No. 2 Cast-iron Washers, 12 in. diameter, by 1 $\frac{1}{2}$ in. thick, at back of concrete. . . . . at	3 $\frac{1}{2}$ c.	\$2 50 X

RECORD.	Quantities.	Description	Rate, \$
<i>In the Superior Court.</i>	0 1 1 0	Add for extra Weights, additional Spikes, Bolts, Dogs, &c.,..... at	3c. 8 40

TIMBER TO FACE OF WALL.

No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. continued—	441	c. ft. In No. 6, 47 ft. long each, of 15 in. by 15 in., Main Piles, of yellow pine, driven into sand for a depth of 7 ft. below the bottom of the clay and ballast filling..... at	35c. 154 35
		NOTE.—3 ft. allowed in length for shoeing and heading.	
	1,000	c. ft. In No. 30, 45 ft. 6 in. each, 14 in. by 7½ in. Sheet Piling driven into sand to 5 ft. 6 in. below bottom of clay and ballast filling..... at	45c. 450 00
	136	c. ft. In No. 3, 42 ft. long each, of Walings (of yellow or white pine), bolted to main piles with 1 in. diameter bolts, nuts, and washers, and fixed complete, including scarfs..... at	32c. 43 52
	5	c. ft. In No. 6, 5 ft. 9 in. long each, by 7½ in. Filling in Pieces, to under side of front coping to sheet piles between main piles, bolted through sheet piling to top waling with 1 in. screw bolts, at	45c. 2 25
	63	c. ft. In No. 1, 42 ft. by 18 in. by 12 in., top back Walings, of white pine, at back of sheet and main piles, secured to main pile and filling in pieces by 1 in. screw bolts, and further secured to rock elm coping by a ¾-in rag bolt, driven in from the back, at every 3 ft. apart at	40c. 25 20
	14	c. ft. In No. 1, 42 ft. run of 12 in. by 4 in. rock elm back coping, secured to top waling with ½-in. rag bolts, 10 in. long..... at	60c. 8 40
	53	c. ft. In No. 1, 42 ft. by 15 in. by 12 in. rock Elm Coping, secured with ¾-in. square rag bolts, driven one vertically and one diagonally into main piles and pad pieces and top walings, 21 in. long and 18 in. apart..... at	55c. 29 15
	69	c. ft. In No. 6, rock elm Fenders, 23 ft. long, by 12 in. by 6 in. bolted to main piles with No. 12 ¾-in. 12-in. rag bolts, complete..... at	55c. 37 95



CONCRETES.

NOTE.—The Commissioners may probably provide the Contractor with some of the ballast required for the concretes, but the whole of the sand and Portland Cement is to be supplied at the sole cost of the Contractor.

Quantities.	Description	Rate, \$	RECORD.	
45 c. yds.	In 4 to 1, Portland Cement Fine Concrete to face of wall, from foundation to 3 ft. above low water or datum..... at	6 25	\$281 25	In the Superior Court.
182 c. yds.	In 8 to 1, Portland Cement Coarse Concrete, from foundation to 3 ft. above low water, behind the face or fine cement..... at	4 75	864 50	No. 4 Plaintiff's Exhibit
54 c. yds.	In 4 to 1, Portland Cement Fine Concrete, at back of face pilings, from 3 ft. above low water to coping level..... at	6 25	337 50	No. 2, Form of Tender and Specifica- tion 2nd May, 1877.
122 c. yds.	In 8 to 1, Portland Cement Coarse or Rubble Concrete, to wall and counterforts behind the face concrete..... at	4 75	579 50	continued—
NOTE.—No. 1 Bollard complete. (See items in detail in quantities for superstructure of the North Wall of the South Tidal Harbour....				
			31 94	
	Towing and Sinking, &c.....		92 98	
<i>Estimate of 42 feet run of North Quay Wall of South Wet Dock complete, including one Bollard, but exclusive of Dredgings, Filling-in Trench, Backing to Wall, and forming</i>				
	<i>Embankments and Slopes.....</i>		\$3,291 20	
	<i>No. 55.—Forty-two feet lengths of North Quay Wall of South Wet Dock, at \$3,291.20 Dollars each, as per above Estimate.....</i>			
	Bill No. 4, carried to Abstract.....		\$181,016 00	

BILL No. 5.

DREDGINGS AND EMBANKMENTS.

Quantities.	Description.	Rate. \$
100,650 c. yds.	Of Dredging in Trenches to the North Quay Wall of the South Tidal Harbour to a depth of 29 ft. below low water mark, including protecting the trenches from wash and depositing the dredged material in the Embankment as specified or as otherwise directed..... at	33c. \$33,214 50
93,450 c. yds.	Of Dredging in trenches to a depth of 15 ft. below low water to the South Quay Wall of the South Wet Dock, protecting the trenches	

RECORD.	Quantities.	Description.	Rate, \$
<p><i>In the Superior Court.</i></p> <hr/> <p>No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. <i>continued—</i></p>	<p>274,600 c. yds.</p> <p>170,000 c. yds.</p>	<p>from wash and including depositing the dredged materials in the Embankment as specified or as otherwise directed..... at</p> <p>Of Dredging in Channelways to a depth of 24 ft. below low water in front of the North Quay Wall of the South Tidal Harbour, including depositing the same in the Embankment, at</p> <p>Of Dredging in Channelways to a depth of 10 ft. below low water in front of the North Quay Wall of the South Tidal Harbour, including depositing the same in the Embankment, at</p>	<p>25c. 23,362 50</p> <p>25c. 68,650 00</p> <p>20c. 34,000 00</p>

NOTE.—The Contractor is to add a sum here he may deem sufficient for maintaining the Channelways and the area proposed to be dredged in the South Tidal Harbour to depths of 24 ft. and 10 ft. respectively during the term of maintenance of twelve months..... 448 00

NOTE.—The Contractor is to include in the price for Dredgings the cost of depositing the material in the Embankments. Any deficiency between the quantity of dredging and the amount of filling necessary to form the Embankments will be found by the Harbour Commissioners, and deposited in the Embankments at their sole cost.

Bill No. 5, carried to Abstract..... \$159,675 00

*BILL No. 6.—Not printed "Work mentioned not done by Contractors."*

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BILL No. 7

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OPEN CRIB WORK AND RETAINING WALL TO OUTER SLOPE OF  
EMBANKMENT, NEXT BALLAST WHARF.

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*The first 3 open Crib Work Blocks 18 feet wide, to the Outer Slope of  
Embankment, commencing at the Ballast Wharf.*

Quantities	DESCRIPTION.	Rate. \$
1,002 c. ft.	In No. 36, Longitudinal Bearers, 40 feet, by 10 in. by 10 in., secured to stretchers or transverse timbers with $\frac{3}{4}$ -in. square rag bolts, 16 in. long..... at	15c. \$150 30

Quantities.	Description	Rate, \$	RECORD.
1,214 c. ft.	In No. 36, do. do., 40 feet, by 11 in. by 11 in., secured to stretchers with $\frac{3}{8}$ -in. square rag bolts, 16 in. long..... at 15c.	\$182 10	<i>In the Superior Court.</i>
720 c. ft.	In No. 18, do. do., 40 feet, by 12 in. by 12 in., secured to stretchers with 1 in. square rag bolts, 16 in. long..... at 15c.	108 00	No. 4 Plaintiffs Exhibit
545 c. ft.	In No. 30, Hemlock Fenders, 12 in. by 12 in., to back and front of Crib Work Blocks, secured to the longitudinal bearers, at every other crossing, with $\frac{3}{4}$ -in. square rag 18 in. long. at 15c.	81 75	No. 2, Form of Tender and Specification 2nd May, 1877.
765 c. ft.	In No. 60, Hemlock Stretchers or Transverse Beams, 18 ft. 6 in., by 10 in. by 10 in. . . . at 15c.	114 75	<i>continued—</i>
948 c. ft.	In No. 60, do. do. do., 18 ft. 9 in., by 11 in. by 11 in., secured with $\frac{3}{8}$ -in. rag square bolts, 16 in. long..... at 15c.	142 20	
680 c. ft.	In No. 34, do. do. do., 20 ft., by 12 in. by 12 in., secured with 1 in. square rag bolts, 18 in. long..... at 15c.	102 00	
1,704 ft. sup.	Of 4 in. Hemlock Planking to face of Crib Work Blocks, secured to the longitudinal bearers and cross stretchers with No. 2, $\frac{1}{2}$ -in. rag spike, 9 in. long at each crossing..... at 10c.	170 40	
4,890 ft. sup.	Of round or flat Floats to Platforms of Blocks, inclusive of the two outside square timbers; which are to be secured with $\frac{3}{4}$ -inch rag bolts, 16 in. long, at each crossing of a transverse stretcher, as specified..... at 10c.	489 00	
140 c. yds.	Of Clay and Ballast Filling under first Crib Work Block, the material may probably be found by the Commissioners; the Contractor, as specified, will have to find all labour for leveling the same for the reception of the Crib Work Blocks, price for labour only..... at 25c.	35 00	

4TH AND 5TH CRIB WORK BLOCKS FROM  
BALLAST WHARF 15 FEET WIDE.

666 c. ft.	In No. 24, Hemlock Longitudinal Bearers, 40 ft., by 10 in. by 10 in., secured to stretchers with $\frac{3}{4}$ -in. square rag bolts, 16 in. long..... at 15c.	99 90	
806 c. ft.	In No. 29, do. do. do., 40 ft., by 11 in. by 11 in., secured with $\frac{3}{8}$ -in. square rag bolts to transverse stretchers..... at 15c.	120 90	
40 c. ft.	In No. 1, 40 ft., by 12 in. by 12 in., Longitudinal Bearer, secured with 1 in. square rag bolts to transverse stretchers..... at 15c.	6 00	

RECORD.	Quantities	Description.	Rate.	\$
<i>In the Superior Court.</i>	280 c. ft.	In No. 20, Hemlock Fenders, 12 in. by 12 in., to back and front of Crib Work Blocks, secured with $\frac{3}{4}$ -in. square rag bolts at every other crossing of a longitudinal bearer.....	at 15c.	\$42 00
No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i>	428 c. ft.	In No. 40, Transverse Hemlock Stretcher, 15 ft. 6 in., by 10 in. by 10 in., secured with $\frac{3}{4}$ -in. rag bolts, 16 in. long.....	at 16c.	68 48
	538 c. ft.	In No. 40, do. do. do., 16 feet, by 11 in. by 11 in., secured with $\frac{7}{8}$ -in. square rag bolts to longitudinal bearers.....	at 15c.	80 70
	102 c. ft.	In No. 6, do. do. do., 17 ft. by 12 in. by 12 in., secured to longitudinal bearers with 1 in. square rag bolts.....	at 15c.	15 30
	896 ft. sup.	Of 4 in. Hemlock Planking to face of Crib Work Blocks, secured to the longitudinal bearers and cross stretchers with No. 1, $\frac{1}{2}$ -in. rag spikes, 9 in. long, at each crossing.....	at 10c.	89 60
	1,960 ft. sup.	Of round or flat Floats to Platforms of Crib Work Blocks, inclusive of the two outside square timbers, which are to be secured with $\frac{3}{4}$ -in. square rag bolt, 16 in. long, at each crossing of a traverse stretcher, as specified,.....	at 10c.	196 00

6TH, 7TH, AND 8TH BLOCKS FROM BALLAST WHARF 12-FEET WIDE.

	1,272 c. ft.	In No. 46, Hemlock Longitudinal Bearers, 40 ft. by 10 in. by 10 in., secured with $\frac{3}{4}$ in. square rag bolts, 16 in. long.....	at 16c.	203 52
	885 c. ft.	In No. 99, Hemlock Stretchers or transverse beams, 12 ft. 6 in. by 10 in. by 10 in., secured with $\frac{3}{4}$ in. square rag bolts, 16 in. long.....	at 16c.	141 60
	295 c. ft.	In No. 30, Fenders of Hemlock Timber, 12 in. square to back and front of Crib Work Blocks, secured with $\frac{3}{4}$ in. square rag bolts at every other crossing of a longitudinal bearer...	at 15c.	44 25
	1,032 sup. ft.	Of 4 in. Hemlock Planking to face of Crib Work Blocks, secured to the longitudinal bearers and cross stretchers with No. 1, $\frac{1}{2}$ -in. rag spikes 9 in. long at each crossing.....	at 10c.	103 20
	2,160 sup. ft.	Of round or flat Floats to platforms of Crib Work Blocks inclusive of the two outside square timbers which are to be secured with $\frac{3}{4}$ in. square rag bolts, 16 in. long at each crossing of a transverse stretcher as specified.....	at 10c.	216 00

9TH, 10TH AND 11TH BLOCKS, OR A LENGTH  
OF 135 FEET.

RECORD.

*In the  
Superior  
Court.*

Quantities.	Description	Rate, \$	
771 c. ft.	In No. 25, Hemlock Longitudinal Bearers, 10 in. by 10 in. secured as before with $\frac{3}{4}$ in. square rag bolts . . . . .	at 16c.	123 36
440 c. ft.	In No. 68, Hemlock Stretchers or Transverse Beams, 9 ft. by 10 in. by 10 in., secured with $\frac{3}{4}$ in. square rag bolts as before described, at	16c.	70 40
200 c. ft.	In No. 30, Hemlock Fenders, 12 in. square to back and front of Crib Work Blocks secured to the longitudinal bearers at every other crossing with $\frac{3}{4}$ in. square rag bolts 18 in. long. . . . .	at 15c.	30 00
779 sup. ft.	Of 4 in. Hemlock Planking to face of Crib Work Blocks, secured to the longitudinal bearers and cross stretchers with No. 1 $\frac{1}{2}$ in. rag spike, 9 in. long at each crossing. . . . .	at 10c.	77 90
1,147 sup. ft.	Of round or flat Floats to platforms of Crib Work Blocks inclusive of the two outside square timbers which are to be secured with $\frac{3}{4}$ in. square rag bolts, 16 in. long at each crossing of transverse stretchers as specified. . . . .	at 10c.	44 70
T. c.	Q. L.		
3 12	3 10 In $\frac{3}{4}$ in. $\frac{7}{8}$ in. and 1 in. Square Rag Bolts of 16 in. and 18 in. in length to fenders platform, and to longitudinal bearers and stretchers of the whole of the blocks for the length of 455 ft. but exclusive of spikes to planking, which are to be included in the price for planking. at	5c.	407 90

VERTICAL RETAINING WALL.

1,285	c. ft. In No. 21, Guage Piles, averaging 45 feet long, of yellow or red pine, 14 in. square, driven 8 feet into ground, as described. . . . .	at 35c.	449 75
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NOTE.—2 feet allowed in lengths of piles for shoeing and hooping.

1,946	c. ft. In No. 65, Sheet Piles, averaging 44 ft. long, of yellow or red pine, 14 in. by 7 in., driven 7 feet into ground, as specified. . . . .	at 45c.	875 70
348	c. ft. In No. 3, Tiers of Waling, of white or yellow pine, 14 in. by 9 in., secured to the main piles (except where the tie bolts occur) with 1 in. screw bolts, 27 in. long, nuts and washers complete. . . . .	at 35c.	121 80

RECORD.	Quantities.	Description.	Rate, \$
<p><i>In the Superior Court.</i>                      No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877.  <i>continued—</i></p>	897 sup. ft.	Of white pine Planking to wall, for the length of 46 feet from Ballast Wharf, secured with $\frac{1}{2}$ -in. rag spikes 9 in. long, No. 2, at each pile. . . . .	12c. 107 60
	57 c. ft.	In cover strips or pieces at each pile, for the short length of 47 feet of walling, 14 in. by 5 in. of yellow or white pine, including spiking. . . . .	35c. 19 95
	410 c. ft.	In No. 10, back tie Piles, averaging 41 ft. long 12 in. square, of hemlock timber, driven 8 feet into ground as specified. . . . .	30c. 123 00
	236 c. ft.	Of waling to Back Piles, 12 in. square, of hemlock timber, secured to piles with 1 in. diameter screw bolts (where tie rods do not occur), 27 in. long, with nuts and washers complete. . . . .	25c. 59 00
	80 c. ft.	In No. 1, 46 ft. long by 18 in. by 14 in. Rock Elm Coping to first length of walling morticed down 4 ins. on to heads of piles, and secured thereto with $\frac{3}{4}$ -in square rag bolts 22 ins. long and 2 feet apart. . . . .	55c. 44 00
	118 c. ft.	In No. 1, 87 ft. long by 14 ins. by 14 ins. Rock Elm Coping to remaining length of wall morticed down 4 ins. on to heads of piles, and secured thereto with $\frac{3}{4}$ -in. square rag bolts 22 ins. long and 2 feet apart. . . . .	50c. 59 00
	44 c. ft.	In No. 13, Stretchers 5 ft. 10 in. long at coping level and back of sheet piles, 12 in. by 7 ins., yellow or white pine, secured with No. 3, $\frac{3}{4}$ -in. screw bolts 18 ins. long to each bay, with nuts and washers complete. . . . .	32c. 14 08

IRON WORK.

T.	C.	Q.	L.	Description.	Rate, \$
0	18	1	21	In No. 8, $1\frac{1}{8}$ -in. diameter tie rods, 30 feet long, with nuts at each end, and No. 18 washer, 6 in. square $\frac{3}{4}$ -in. thick, let $\frac{3}{4}$ -in. into the front waling. . . . .	4 $\frac{1}{2}$ c. 92 92
0	12	0	0	In No. 8, $1\frac{3}{8}$ in. diameter, 30 ft. do. do., with No. 16 washers 6 in. square $\frac{3}{4}$ -in. thick, let into waling for $\frac{3}{4}$ of an inch. . . . .	4 $\frac{1}{2}$ c. 60 48
0	4	1	0	In No. 42, 1 in. diameter screw bolts, 27 in. long, with nuts and washers to secure front waling to main piles, and No. 84, 5 in. square, $\frac{3}{8}$ -in. thick. . . . .	7c. 33 32
0	0	3	21	In No. 9, 1 in. diameter screw bolts, 27 in. long, to secure back walings to tie piles, with No. 18 washers, 5 in. square, $\frac{3}{8}$ -in. thick. . . . .	7c. 7 35

Quantities.	Description	Rate, \$	RECORD.
T. C. Q. L.			— <i>In the Superior Court.</i> —
0 1 0 0	In No. 1, 18 ft. 3 in. short tie rod next Ballast Wharf, 1 $\frac{3}{8}$ ins. diameter, with nuts with No. 2 washers, 6 ins. square, $\frac{3}{4}$ -in. thick, let $\frac{3}{4}$ -in. into front waling..... at 6c.	\$ 6 72	No. 4
0 0 3 9	In No. 1, 10 ft. 3 in. short tie rod next Ballast Wharf of 1 $\frac{3}{8}$ in. diameter, with nuts and No. 2 washers, 6 ins. square, $\frac{3}{4}$ -in. thick, let $\frac{3}{4}$ in. into front waling..... at 5c.	4 65	Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May, 1877.
0 11 0 8	In No. 31, Shoes to front gauge and back, tie piles 40 lbs. each, fixed complete to pile..... at 4 $\frac{1}{4}$ c.	52 70	<i>continued—</i>
0 14 1 21	In No. 65, Shoes to front sheet piling 25 lbs, each fixed complete to pile..... at 4 $\frac{1}{4}$ c.	68 72	
0 0 3 0	In No. 24, $\frac{3}{4}$ square Rag Bolts, 22 in. long, to secure Rock Elm Coping to head of piles &c. at 5c.	4 20	
0 1 1 14	In No. 44, do. do. do..... at 5c.	7 70	
0 2 2 10	In No. 39, $\frac{3}{4}$ -in. Screw Bolts and Nuts to secure Stretchers between main piles at coping level to sheet piles, 18 in. long, and No. 78 washers, 5 in. square and $\frac{3}{8}$ in. thick..... at 7 $\frac{1}{2}$ c.	21 75	
0 3 1 0	For extra weight in dogs, spikes, bolts, &c.,.... at 6c.	21 84	
	Bill No. 7, carried to Abstract. ....	\$6013 44	
	Towing and Sinking, &c.....	825 00	
	Bill No. 7.....	\$6838 44	

BILL No. 8.

OPEN CRIB WORK BLOCKS TO OUTER SLOPE  
AT GAS WORKS.

*Estimate of No. 15 Blocks, each 40 feet in length and  
one 50 feet in length.*

Quantities.	Description.	Rate, \$
222 c. ft.	In No. 8, Longitudinal Bearers 40 feet long by 10 in. square of Hemlock Timber, secured with $\frac{3}{4}$ -in. square rag bolts, 16 in. long, to transverse beams or stretchers..... at 16c.	\$35 52

RECORD.	Quantities.	Description.	Rate, \$
<p><i>In the Superior Court.</i></p> <hr/> <p>No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i></p>	132 c. ft.	In No. 20, Transverse Stretchers average 9 ft. 6 in. long by 10 in. square of Hemlock Timber, secured to longitudinals, as before described at 16c.	21 12
	234 ft. sup.	In 4 in. Hemlock Planking, 36 ft. 6 in. by 6. ft., to front face of crib work, spiked to longitudinal and transverse stretchers, with No. 1, ½-in. rag spike 9 in. long at each crossing (including spiking)..... at 10c.	23 40
	45 c. ft.	In No. 10, Hemlock Fenders 6 ft. 6 in. long by 10 in. square, rag bolted with ¾-in. square bolts, 18 in. long, to each longitudinal,..... at 16c.	7 20
	340 ft. sup.	In Platform formed of flat or round Floats about 9 in. thick, except the two outside ones, which are to be of square timber, each secured at the crossing of a transverse beam with ¾-in. square rag bolts 16 in. long..... at 10c.	34 00
	T. C. Q. L.		
	0 1 1 0	In No. 70, ¾-in. Square Rag Bolts, 16 in. long, to secure transverse and longitudinal bearers together..... at 5c.	7 00
	0 0 3 6	In No. 40, ¾-in. do. do., 18 in. long, to secure Fenders, back and front of crib work block at 5c.	4 50
	0 0 1 14	In No. 20, ¾-in. do. do. do., to secure the two outside square floats to transverse beams or stretchers, 16 in. long..... at 5c.	2 10
		<i>Estimate of one Block complete from foregoing quantities.....</i>	<u>\$134 84</u>
		<i>No. 15, 40 feet Blocks at above Estimate of \$134.84 Dollars each.....</i>	<u>\$2022 60</u>
		<i>No. 1, 50 feet Block at the above Estimate, and adding 25 per cent, for the difference between a Block of 40 feet and one of 50 feet in length,</i>	168 54
		<i>Total cost for No. 16 Blocks.....</i>	704 00
		<i>Towing and Sinking 16 Crib.....</i>	<u>704 00</u>
		Bill No. 8 carried to abstract.....	<u>\$2895 14</u>

BILL No. 9

RECORD.

BREASTWORK OR SCREENS TO PROTECT THE NORTH SIDE OF  
TRENCHES, TO BE DREDGED FOR THE FOUNDATIONS  
OF THE WALLS OF THE SOUTH WET DOCK  
AND SOUTH TIDAL HARBOUR.

*In the  
Superior  
Court.*

No. 4  
Plaintiff's  
Exhibit  
No. 2,  
Form of  
Tender and  
Specifica-  
tion 2nd  
May, 1877.  
*continued—*

Quantities	DESCRIPTION.	Rate. \$
340 c. ft.	In No. 51, Hemlock Piles 15 feet long each, by 8 in. by 8 in., pitched ten feet apart, and are to be driven 9 feet below level of surface of ground, as shown..... at 60c.	209 00
272 c. ft.	In No. 102, Struts, two to each pile, 12 ft. 0 in. long by 8 in. by 4 in. of Hemlock timber, secured with No. 1, $\frac{3}{4}$ in. diameter screw bolts 20 in. long, nuts and washers..... at 30c.	81 60
2,500 sup. ft.	In 4 in. Hemlock Planking to backs of piles, each plank spiked once at every crossing..... at 10c.	250 00
166 c. ft.	In No. 1 Stretcher piece at level of ground of Hemlock Timber 500 ft. long, by 12 in. by 4 in., and secured to back struts at each crossing with No. 2, $\frac{5}{8}$ in. rag spikes 9 in. long.... at 27 $\frac{1}{2}$ c.	45 65

IRONWORKS.

T. C. Q. L.		
0 2 3 14	In No. 51, $\frac{3}{4}$ -in. diameter Screw Bolts, to secure back ties to piles, 20 in. long, with nuts and No. 102 washers 4 in. by 4 in. by $\frac{3}{8}$ in... at 8 $\frac{1}{2}$ c.	27 37
0 0 3 14	In No. 102, $\frac{5}{8}$ -in. Square Rag Bolts, 9 in. long, to secure stretcher piece at the back of struts at ground level..... at 6c.	5 88
	Bill No. 9, carried to Abstract.....	\$ 614 50

*BILLS No. 10, 11, 12, 13.—Not printed "Work mentioned not done by Contractors."*

RECORD.

BILL No. 14.

*In the  
Superior  
Court.*

MISCELLANEOUS ITEMS.

No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. <i>continued—</i>	Quantities.	Description	Rate, \$
	21,672 sup. yds.	In forming a roadway on quay, 50 feet broad, for the whole length of the embankment, 1 foot in thickness, composed of 9 in. of packed stone, blinded with sand (materials for which may probably be found by the Commissioners), and of 3 in. broken stone that will pass through a ring 2 in. diameter, which is to be found by the Contractor, as specified . . . . . at 40c.	8,668 80
	25,502 c. yds.	Price for labour only for depositing stone ballast and clayey materials supplied by the Contractor or by the Commissioners in the dredged trenches for the South Wet Dock and South Tidal Harbour Walls . . . . . at 10c.	2,550 20
	7,956 sup. yds.	In levelling, by heavy punners, the foundation stratum of clayey material filled in the dredged trench to the North Wall of the South Wet Dock, to bring the top surface of the filling to an uniform level at a depth of 10 feet below low water or datum . . at 25c.	1,989 00
	6,804 sup. yds.	In do. do., to bring the top surface of the ballast filling in the dredged trench to the north wall of the South Tidal Harbour to an uniform level, at a depth of 24 feet below low water . . . . . at 20c.	1,360 80
	49,055 c. yds.	Price for labour only in depositing stone ballast and clayey materials (supplied by the Contractor and the Harbour Commissioners), behind the walls of the South wet Dock and South Tidal Harbour . . . . . at 10c.	4,905 50
	3,500 c. yds.	Price for labour only in depositing a bank of stones supplied by the Contractor or by the Commissioners 5 feet in height at the toe of the Embankment on the outer or north side . . . . . at 25c.	875 00
	140 c. yds.	Price for labor only in depositiug stone ballast supplied by the Contractor or by the Commissioners under the one open crib work block next the Ballast Wharf . . . . . at 25c.	35 00

Quantities.	Description	Rate, \$	RECORD.
1,023 c. yds.	Price for labor only in depositing stone ballast supplied by the Contractor or by the Commissioners on face of open crib work to outer slope of Embankment of an average height of 5 feet, sloping 1½ to 1.....	at 10c. \$102 30	In the Superior Court. No. 4
644 c. yds.	Price for labor only in depositing stone ballast supplied by the Contractor or by the Commissioners, toeing to the front of the North Tidal Harbour Wall.....	at 25c. 161 00	Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May, 1877.
	Bill No. 14 carried to Abstract.....	\$20,647 60	continued—

*BILL No. 15.—Not printed "Work mentioned not done by Contractors."*

#### ABSTRACT OF ESTIMATES.

Bill No. 1.—No. 27—Forty feet lengths of North Quay Wall of the South Tidal Harbour.....	\$ 130,450 50
Bill No. 2.—No. 1 Block Next Ballast Wharf, (Quantities of Angular Corner only of same,).....	- 328 61
Bill No. 3.—No. 2—Forty feet Square Blocks to 84 feet 6 inches entrance in the North Wall of the South Tidal Harbour.....	17,486 34
Bill No. 4.—No. 55—forty-two feet lengths of North Quay Wall of the South Wet Dock.....	181,016 00
Bill No. 5.—Dredgings and Embankments.....	159,675 00
Bill No. 6.—Bridge over Opening of 84 feet 6 inches.....	3,505 48
Bill No. 7.—Open Cribwork and Retaining Wall to outer slope of Embankment next Ballast Wharf carried to abstract.....	6,838 44
Bill No. 8.—Open Cribwork Blocks to floor of slope at Gas Works.....	2,895 14
Bill No. 9.—Breastwork or Screens to north side of Trenches for Walls.....	614 50
Bill No. 10.—Low open Cribwork across 80 feet entrance in North Wall of South Tidal Harbour.....	365 68
Bill No. 11.—No. 4—Ladders to the North Wall of the South Tidal Harbour.....	94 12
Bill No. 12.—No. 8—Ladders to the North Wall of the South Wet Dock.....	198 40

RECORD.	Bill No. 13.—Pitchings to slopes of Embankments.....	5,180 50
• In the Superior Court.	Bill No. 14.—Miscellaneous Items.....	20,647 60

NOTE.—The Contractor may add here a general sum or per centage for contingencies as enumerated. (See pages 41 and 42 of Quantities.)

No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specifica- tion 2nd May 1877. continued—	Total Cost of Works.....	\$ 529,296 31
	Add as per clause fourteen page five of specification twenty-five thousand dollars.....	25 000
	Making a total sum of five hundred and fifty-four thousand two hundred and ninety-six dollars and thirty-one cents.....	\$ 554,296 31

NOTE.—This total sum is to be filled in in the blank space left in the Form of Tender for that purpose.

=====

**SCHEDULES OF PRICES FOR SUPPLYING MATERIAL BY THE CONTRACTOR AND PERFORMING OTHER WORK IF REQUIRED.**

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Good Sound Stone for Rubble in Concrete and back of Cribwork Blocks, and front of open Cribwork Blocks. Prices based on stone put into the work and for mixing with clayey material.....	at	40c.	per Ton.
Rough clean sharp Ballast for Concrete.....	at	15c.	per Ton.
Fine Ballast for Concrete.....	at	15c.	per Ton.
Clayey Materials for foundations of Wet Dock Wall and back of Cribwork of both Walls.....	at	25c.	per Ton.
Clayey materials to toeing in front of the North Quay Wall of the South Tidal Harbour.....	at	25c.	per Ton.
Sound stone for pitching the outer and inner slopes of Embankment the pitching to be 15 in. in depth at the toe reduced uniformly to 9 in. in depth at top of slope.....	at	45c.	per Ton.
Dredging in the South Tidal harbour to a depth of twenty-four feet below low water (in all about two hundred and fifty thousand cubic yards), including the cost of depositing the dredged material in the Embankments which it is proposed to increase in width for its reception. The quantity dredged to be computed from the cross Sections or otherwise as may be determined by the Engineers who will likewise determine the mode of computing the			

	quantities of all dredging to be done under the contract to which the present schedule is annexed..... at	25c.	per C yard	RECORD. — <i>In the Superior Court.</i> — No. 4 Plaintiff's Exhibit No. 2, Form of Tender and Specification 2nd May 1877. <i>continued—</i>
Dredging	do do do do do including the cost of conveying and depositing the dredged material outside of the proposed works should it be so determined instead of putting it into the Embankments. The quantity dredged as before to be computed from the cross Sections..... at	17c.	per C yard	
Dredging	do do do do do including the cost of conveying and depositing the dredged material where directed, in the Fly Bank at Wolfe's Cove to a level of fourteen feet above ordinary low water mark..... at	17c.	per C yard	
	do do do do do from the above level of fourteen feet above ordinary low water to six feet above high water Spring Tides.. at	25c.	per C yard	
	do do do do do and depositing the dredged materials where directed on the site of the proposed Graving Dock at Point Levi, the Beauport flats and into any wharf at a distance from the works not exceeding that of Wolfe's Cove to a level of fourteen feet above low water (and under similar conditions as to depth of bottom below water as at Wolfe's Cove, and with the same advantages as to depositing). This marginal note will also apply to the next succeeding clause..... at	17c.	per C yard	
	do do do do do from the above level of fourteen feet above ordinary low water to six feet above high water Spring Tides quantities in each case to be computed from the cross Sections..... at	25c.	per C yard	
The Contractor	if requested by the Harbour Commissioners is to send lighters, scows, barges he has at liberty alongside of vessels at the Ballast grounds for the reception of the Ballast from the said vessels and deposit the materials alongside and into the works, and where elsewhere directed within the works..... at	25c.	per Ton.	

RECORD. The following judgment of the Supreme Court of Canada was received and filed on the 18th day of February, 1892, and is herein recorded and enroled, to wit:—

*In the  
Superior  
Court.*

In the Supreme Court of Canada.

Tuesday, the 17th day of November, A. D., 1891.

No. 5  
Plaintiff's  
Exhibit  
No. 4,  
Judgment  
Supreme  
Court.  
Peters *et al.*  
and Quebec  
Harbour  
Commis-  
sioners,  
17th Nov.  
1891.

Present :

The Honorable Sir	WILLIAM JOHNSTON RITCHIE, Knight, Ch. J.
"	Mr. Justice STRONG.
"	" FOURNIER.
"	" TASCHEREAU.
"	" GWYNNE.
"	" PATTERSON.

Between

Simon Peters, of the City of Quebec, Esquire, Contractor ;  
Edward Moore and Augustus Wright, both of Portland, in  
the State of Maine, one of the United States of America,  
also Contractors, and all three carrying on business in the  
City of Quebec in partnership under the name and style of  
Peters, Moore & Wright, (Plaintiffs) . . . . . Appellants.

No. 957. and

The Quebec Harbour Commissioners, a body politic and cor-  
porate, having their chief office and place of business in the  
City of Quebec, (Defendants) . . . . . Respondents.

The appeal of the above named Appellants and the cross-appeal of the above named Respondents from the judgment of the Court of Queen's Bench for Lower Canada (Appeal Side), rendered in said cause on the sixth day of May, in the year of Our Lord, 1890, varying the judgment rendered in said cause by the Superior Court for Lower Canada, sitting at Quebec, on the eighth day of March, in the year of Our Lord, one thousand eight hundred and eighty-nine, and dismissing with costs the cross-appeal of the said Appellants, having come on for hearing on the twenty-fifth, twenty-sixth and twenty-seventh days of February, in the year of Our Lord, one thousand eight hundred and ninety-one, and on the second and third days of March, in the year of Our Lord, one thousand eight hundred and ninety-one, before this Court, in the presence of counsel as well for the Appellants as for the Respondents, whereupon and upon hearing what was alleged by counsel aforesaid this Court was pleased to direct that the said appeal and cross-appeal should stand over for judgment, and the same coming on this day for judgment, this Court did order and adjudge that the said appeal and cross-appeal should be and the same were respectively allowed, and the said judgments of the said Superior Court for Lower Canada and of the said Court of Queen's Bench for Lower Canada (Appeal Side) should be and the same were respectively reversed and set aside. And this Court did further order and adjudge



RECORD.

*In the  
Superior  
Court.*

No. 6  
Plaintiff's  
Exhibit  
No. 6,  
Plaintiff's  
Account  
18th Nov.  
1893.  
*continued—*

ADDITIONAL WORK.

Forward. \$95,790 61

7. 4 Cribs of 40 ft. each as per Bill No. 1 at \$1,368.72.....	\$ 5,474 88	
8. Stone wall as per details annexed.....	77,378 50	
9. Return stone wall at Ballast Wharf as per final certificate.....	89 50	
10. Two tablet stones.....	300 00	
11. Excess of Timber and bolting in 31 Cribs T. H. as per final certificate.....	8,186 17	
12. Forming Counter forts in 55 Cribs Wet Dock, as per final certificate.....	3,822 50	
13. Widening Shoal Cribs, as per final certificate	1,846 35	
14. Crib Work at Ballast Wharf, as per final certificate.....	5,219 56	
15. Entremise filling to face of Embankment &c. as per final certificate.....	194 03	
16. Gas House Crib Work, as per final certificate	1,232 90	
17. Substructure between ballast wharf and gas house, as per final certificate.....	16,088 90	
18. Superstructure Northern Crib Work, as per final certificate.....	58,059 53	
19. Piling at Angle of Ballast Wharf, as per final certificate.....	1,143 07	
20. Piling at change of slope, as per final cer- tificate.....	624 65	
21. Return Crib and piling Wet Dock as per final certificate.....	304 27	
22. Bollard Boxes No , as per final certificate	1,617 12	
23. 25 Barrels Portland Cement, as per final certificate.....	88 75	
24. Proportion of understated Bill of quantities allowed by Engineer as per details an- nexed certificate.....	2,309 21	
25. Pile or stub foundation allowed by En- gineers as per final certificate.....	4,378 65	
26. Engineers allowance for fenders.....	1,038 00	
	<hr/>	\$ 189,396 60
	Cr.	\$ 285,187 21
27. By cash received from Q. H. Commission	\$ 237,451 96	
28. By proportion \$1,200.00 paid J. G. Bossé	490 48	
	<hr/>	\$ 237,942 44
		\$ 47,244 77



RECORD.

In the  
Superior  
Court.

No. 6  
Plaintiff's  
Exhibit  
No. 6,  
Plaintiff's  
Account  
18th Nov.  
1893.

47. To Moore & Wright's share of Silver Trowel	\$26 63
48. To share of account for moorage of "Atalaya" collected by Moore & Wright.....	21 33
49. To Moore & Wright share of account Peters, Moore & Wright annexed.....	113 82
	\$ 38,532 55

DETAILS OF BILLS No. 1, No. 4 AND STONE WALL.

continued— Bill No. 1.—Substructure:

Wood.....	\$810 73	
Iron.....	328 95	
Sinking.....	150 00	
	\$1,289 68	

Superstructure:

Wood.....	247 55	
Iron.....	96 22	
Bollard.....	27 55	
	371 32	
		1,661 00

# Less deductions Wood and Iron towards Stone Wall.	292 28	
27 Crib..... at	1,368 72	
	\$36,955 44	

Bill No. 4, Substructure:

Wood.....	168 23	
Iron.....	102 31	
Sinking.....	92 98	
	363 52	

Superstructure:

Wood.....	750 82	
Iron.....	82 17	
Bollard.....	27 94	
	860 93	

# Less deduction Wood and Iron towards Stone Wall.	1,224 45	
	343 25½	
55 Crib..... at	881 19½	\$48,465 73

STONE WALL.

*Deductions from No. 1, towards Stone Wall.*

Bill No. 1.—Wood and Iron.....	27				
Additional Work do.	4				
		31 Crib	at \$292 28	\$9,060 68	
		Fine Concrete 27	do. at 281 25	7,593 75	
		do. 4	do. at 281 00	1,124 00	
Bill No. 4.—Wood and Iron.....	55	do.	at 343 25½	18,879 02	
		Fine Concrete 55	do. at 337 50	18,562 50	
		Extra as per Contract..		21,940 61	
Error through Bill No. 3 being left out.....					
Concrete.....			251 00		
Wood and Iron.....			32 64		
			218 32		
Error in final certificate.....			42		
			217 94		
				217 94	
				<u>\$77,378 50</u>	

Actual Quantity of Stone Wall 128,964.2 ft. at 60c.—\$77,378.50.

RECORD.

*In the Superior Court.*

No. 6  
Plaintiff's  
Exhibit  
No. 6,  
Plaintiff's  
Account  
18th Nov.  
1893.

*continued—*



30th November, 1877.

*MESSRS. MOORE AND WRIGHT,*

Plaintiff's  
Account  
30th Nov.  
1877

*To SIMON PETERS. Dr.*

Rent of office 5 months.....	\$25 00
Rent of portion of Mill yard as asked for by Col. Moore.....	50 00
Use of portion of yard and Pond not included in above.....	75 00
Use of middle wharf and approach to same.....	100 00
Use of New Wharf.....	75 00
Dockage of mixing scows saw Mill Pond.....	15 00
Loan of jackscrew 12th Dec. to 2nd February 51 days at 25c.....	12 75
Loan of 2 Differential pullies 20 days at 50c.....	10 00
Use of cross cut saws, crow bars, canthooks, frames rollers and other tools, 18 weeks at \$2.00.....	36 00
Use of Timber, wheels, waggons, &c., winch.....	35 00
	<u>\$433 75</u>

E. & O. E.

RECORD.

Quebec, July, 1878.

In the  
Superior  
Court.

*MESSRS. MOORE AND WRIGHT,*

*To SIMON PETERS. Dr.*

No. 6  
Plaintiff's  
Exhibit  
No. 6,  
*continued*—  
Plaintiff's  
Account  
July 1878.

June	5—5	Pine signs boards 5 x 12 x 1 at 15c.....	\$ 0 75
	—1	do do 6 x 8 x ½.....	0 12
	—	Joiner repairing do .....	0 50
	6—4	Sashes 1 pce., 4 panes 10 x 8 — 1½" thick at 60c.....	2 40
	14—1	pce. Pine 12 x 23 x 2=46 feet B. M. 1st at 4c.....	1 84
	—2	do 13 x 10 x 2=43.4 feet B. M. 2nd at 2c.....	0 87
	—1	do 13 x 7 x 1=7.7 feet B. M. 1st at 3c.....	0 23
	15—10	feet lin. oak 9 x 9=9 feet cube rough at 30c.....	2 70
	—	Rip Saw, 50c. ; Bandsaw, 60c. ; small rip saw, 50c.....	1 60
	—1	Load Cartage.....	0 25
	21—2	Pairs Sashes 7 <sup>2</sup> / <sub>0</sub> x 7 <sup>2</sup> / <sub>0</sub> x 1½ open in 2 pcs at 75c.....	1 50
	—1	pce. oak 7 x 7 x 3=12.3 feet B. M. at 7c.....	0 85
	—	Bandsaw, 25c. ; Bolts Carver, 25c.....	0 50

\$14 11

E. & O. E.

*MESSRS. MOORE AND WRIGHT,*

*To SIMON PETERS. Dr.*

Plaintiff's  
Account  
1878-79

TIME and Material straightening Crib Work, North Embankment, damaged by Ice Winter 1878-79, for want of sand filling behind same.

St. Claire's Gang :

May	20,	5 Men ¾ day each,	3¾ days at \$1.00....	\$ 3 75
		Foreman,	¾ do at 2.00....	1 50
	21,	5 Men ¾ day each,	3¾ do at 1.00....	3 75
		Foreman,	¾ do at 2.00....	1 50
		6 Jackscrews, 1 day each	6 do at 10....	60
	23,	5 Men ¾ day each,	3¾ do at 1.00....	3 75
		Foreman,	¾ do at 2.00....	1 50
		6 Jackscrews, 1 day each,	6 do at 10....	60
		100 Spikes 7"x¾ \$4.50, 3 doz. Hardwood wedges at 15c., 45c.....		4 95
		2 Floats, 36 feet long, at 80c.....		1 60
		15 pieces Hemlock, 4x12x3, for Jackscrews, at 12c.....		1 80
	24,	5 Men ¾ day each, 3¾ days, at \$1.00.....		3 75
		Foreman, ¾ day at \$2.00.....		1 50
		2 Clamps, 1 day, 20c. ; 6 Jackscrews, 1 day each at 10c. 60c.....		80

May,	14 Ragbolts, 20'x $\frac{3}{4}$ —60 lbs. at 4c.....	2 40	RECORD.
	4 pieces Pine, 5x11x3, at 15c.....	60	—
26,	5 Men, $\frac{3}{4}$ day each, 3 $\frac{3}{4}$ days at \$1.00.....	3 75	<i>In the</i>
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50	<i>Superior</i>
	1 doz. Wedges, 15c.; 8 Jackscrews, 1 day each, 80c....	95	<i>Court.</i>
	2 Clampscrews, 1 day each, 20c.; 12 Rag bolts, 16x $\frac{3}{4}$ 41 $\frac{1}{2}$ lbs at 4c. \$1.66.....	1 86	No. 6
27,	5 Men, 1 day each, 5 days at \$1.00.....	5 00	Plaintiff's
	Foreman, 1 day at \$2.00.....	2 00	Exhibit
	8 Jackscrews, 1 day each, 8 days at 10c.....	80	No. 6,
	2 Clampscrews and chains, 1 day each 20c.; 2 doz. Wedges at 15c. 30c.....	50	<i>continued—</i>
	5 Spruce deals 12x10x3 at 14c., 70c.; 1 Float 80c....	1 50	Plaintiff's
28,	7 Men, 1 day each at \$1.00.....	7 00	Account
	Foreman at \$2.00.....	2 00	1878-79
	6 Spruce deals 12x10x3 at 14c., 84c.; 1 Float 50c....	1 34	
	8 Jackscrews, 1 day each, 8 days at 10c.....	80	
	2 Clampscrews, 1 day each, 2 days at 10c.....	20	
	12 Rag bolts, 20x $\frac{3}{4}$ —52 lbs. at 4c., \$2.08; 2 doz. wedges, 15c., 30c.....	2 38	
29,	7 Men, 1 day each, 7 days, at \$1.00.....	7 00	
	Foreman, 1 day at \$2.00.....	2 00	
	8 Jackscrews, 1 day each, at 10c., 80c.; 2 clampscrews, at 10c., 20c.....	1 00	
	12 Rag bolts, 20x $\frac{3}{4}$ —52 lbs., at 4c.....	2 08	
30,	7 Men, $\frac{3}{4}$ days each, 5 $\frac{1}{4}$ days, at \$1.00.....	5 25	
	Foreman, $\frac{3}{4}$ days, at \$2.00.....	1 50	
	8 Jackscrews, $\frac{3}{4}$ days each, 6 days, at 10c.....	60	
	2 Clampscrews, 1 $\frac{1}{2}$ days, 15c.; 2 doz. wedges, at 15c., 30c.	45	
	1 doz. Rag bolts, 20x $\frac{3}{4}$ —52 lbs., at 4c.....	2 08	
	Use of sundry tools, as augers, shovels and cross cut saws, sledge hammers, &c., &c., &c.....	3 00	
31,	7 men, $\frac{3}{4}$ days each, 5 $\frac{1}{4}$ days, at \$1.00.....	5 25	
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50	
	8 Jackscrews, $\frac{3}{4}$ days each, 6 days, 60c.; 2 Clamp- screws, 20c.....	80	
	1 doz. Rag bolts, 20x $\frac{3}{4}$ —52 lbs at 4c.....	2 08	
June	2, 7 Men $\frac{3}{4}$ day each, 5 $\frac{1}{4}$ days at \$1.00.....	5 25	
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50	
	8 Jackscrews, $\frac{3}{4}$ day each 60c.; 2 Clampscrews, 15c....	75	
3,	7 Men, $\frac{1}{2}$ day each, 3 $\frac{1}{2}$ days at \$1.00.....	3 50	
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00	
	8 Jackscrews, $\frac{1}{2}$ day each, 4 days at 10c.....	40	
	2 Clampscrews, $\frac{1}{2}$ day each, 1 day each at 10c.....	10	
	2 doz. Wedges at 15c., 30 c.; 1 doz. Ragbolts, 16x $\frac{3}{4}$ — 41 $\frac{1}{2}$ lbs at 4c., \$1.66.....	1 96	
	$\frac{1}{2}$ doz. Rag bolts 20x $\frac{3}{4}$ —26 lbs, \$1.04; 2 pine floats at 50 c., \$1.00.....	2 04	

RECORD. June,

In the  
Superior  
Court.

No. 6  
Plaintiff's  
Exhibit  
No. 6,  
continued—  
Plaintiff's  
Account  
1878-79.

4,	5 Men, $\frac{3}{4}$ day each.....	3 75
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50
	1 doz. Rag bolts $18 \times \frac{7}{8}$ —47 lbs., \$1.88; 8 jackscrews 80c.	2 68
	2 Clampscrews.....	20
5,	6 Men, $\frac{1}{2}$ day each at \$1.00.....	3 00
	Foreman, $\frac{1}{2}$ day.....	1 00
	8 Jackscrews at 10c., 80c.; 2 doz. wedges at 15c., 30c.,	1 10
5,	1 doz. Ragbolts $18 \times \frac{7}{8}$ —47 lbs at 4c.....	1 88
6,	7 Men $\frac{3}{4}$ days each, $5\frac{1}{4}$ days at \$1.00.....	5 25
	Foreman, $\frac{3}{4}$ day.....	1 50
	2 Clampscrews, 20 c.; 1 Float, 80c.; 6 jackscrews, 60c.	1 60
7,	7 Men $\frac{3}{4}$ day each, $5\frac{1}{4}$ days at \$1.00.....	5 25
	Foreman, $\frac{3}{4}$ day, at \$2.00.....	1 50
	6 Jackscrews, 1 day each, 6 days at 10c.....	0 60
	2 Clampscrews, 20c.; 1 Float.....	1 00
9,	7 Men, $\frac{3}{4}$ day each, $5\frac{1}{4}$ days, at \$1.00.....	5 25
	Foreman, $\frac{3}{4}$ day, at \$2.00.....	1 50
	1 doz. Wedges, 15c.; 6 Pickets, 6c.; 8 Jackscrews, 80c.	1 01
	2 Clampscrews, 20c.; 1 doz. Ragbolts, $18 \times \frac{7}{8}$ —47 lbs, \$1.88	2 08
10,	7 Men, $\frac{1}{2}$ day each, $3\frac{1}{2}$ days at \$1.00.....	3 50
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	2 doz. Wedges at 15c., 30c.; 8 Jackscrews, 8 days at 10c., 80c.....	1 10
	12 Elm slides 2-6x9x3 at 15c.....	1 80
11,	7 Men, $\frac{3}{4}$ day each, $5\frac{1}{4}$ days at \$1.00.....	5 25
	Foreman, $\frac{3}{4}$ day.....	1 50
	7 Jackscrews, 70c.; 2 Clampscrews, 20c.; 1 Float, 50c.	1 40
	1 doz. $\frac{7}{8}$ bolts 18 in., 47 lbs. at 4c. \$1.88; 2 doz. Wedges, 30c.	2 18
13,	7 Men, $\frac{3}{4}$ day each, $5\frac{1}{4}$ days at \$1.00.....	5 25
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50
	2 Clampscrews, 20c.; 7 Jackscrews, 70c.....	0 90
	3 doz. Wedges at 15c. 45c.; 2 pieces Hemlock $12 \times 9 \times 3$ at 27c., 54c.....	0 99
	Use of sundry tools as augers, shovels, cross-cut, saws, sledge hammers, &c., &c.....	2 50
14,	7 Men, $\frac{3}{4}$ day each, $5\frac{1}{4}$ days at \$1.00.....	5 25
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50
	6 Jackscrews, 6 days, 60c.; 2 Clampscrews, 20c.....	0 80
16,	7 Men, $\frac{1}{2}$ day each, $3\frac{1}{2}$ days at \$1.00.....	3 50
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	7 Jackscrews, 70c.; 2 Clampscrews, 20c.....	0 90
	2 Pine deals $12 \times 9 \times 3$ at 40c.....	0 80
18,	7 men $\frac{1}{2}$ day each, $3\frac{1}{2}$ days at \$1.00.....	3 50
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	6 Jackscrews at 10c., 60c.; 2 Clampscrews 20c.....	0 80
	2 doz. wedges at 15c., 30c.; $\frac{1}{2}$ doz. ragbolts $18 \times \frac{7}{8}$ — $23\frac{1}{2}$ at 4c., 94c.....	1 24

June	19,	7 men $\frac{3}{4}$ day each, $5\frac{1}{4}$ days at \$1.00.....	\$ 5 25	RECORD.
		Foreman $\frac{3}{4}$ day at \$2.00.....	1 50	—
		6 Jackscrews at 10c., 60c. ; 2 Clampscrews 20c.....	0 80	<i>In the</i>
		2 doz. hardwood wedges at 15c.....	0 30	<i>Superior</i>
				<i>Court.</i>
	20,	7 men $\frac{3}{4}$ days each, $5\frac{1}{4}$ days at \$1.00.....	5 25	—
		Foreman $\frac{3}{4}$ day at \$2.00.....	1 50	No. 6
		6 Jackscrews, 60c. ; 2 Clampscrews, 20c. ; 2 dozen wedges, 30c.....	1 10	Plaintiff's
				Exhibit
	21,	7 men $\frac{3}{4}$ day each, $5\frac{1}{4}$ days at \$1.00.....	5 25	No. 6,
		Foreman $\frac{3}{4}$ day at \$2.00.....	1 50	<i>continued—</i>
		7 Jackscrews, 70c. ; 2 Clampscrews, 20c. ; 2 dozen wedges, 30.....	1 20	Plaintiff's
				Account
				1878-79
	23,	14 men $\frac{3}{4}$ day each, $10\frac{1}{2}$ days at \$1.00.....	10 50	
		Foreman $\frac{3}{4}$ day at \$2.00.....	1 50	
		13 Jackscrews, \$1.30 ; 2 Clampscrews, 20c.....	1 50	
		2 doz. Pickets.....	0 24	
	24,	12 men $\frac{3}{4}$ day each, 9 days at \$1.00.....	9 00	
		Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50	
		13 Jackscrews, \$1.30 ; 1 Clampscrew, 10.....	1 40	
	25,	13 men 1 day each at \$1.00.....	13 00	
		Foreman 1 day at \$2.00.....	2 00	
		13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c.....	1 40	
		2 dozen Pickets, 24c. ; 2 dozen wedges, 30c.....	0 54	
	26,	13 men 1 day each, 13 days at \$1.00.....	13 00	
		Foreman 1 day at \$2.00.....	2 00	
		13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 1 dozen Pickets, 12c.....	1 52	
		3 dozen wedges, 30c. ; 2 Floats at 50c., \$1.00.....	1 30	
	27,	13 men $\frac{3}{4}$ day each, $9\frac{3}{4}$ days at \$1.00.....	9 75	
		Foreman $\frac{3}{4}$ day at \$2.00.....	1 50	
	27,	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 2 Floats \$1.00.....	2 40	
		Use of sundry tools as shovels, saws, pinchbars, sledge hammers, &c., &c.....	3 00	
	28,	18 Men, $\frac{1}{2}$ day each 9 days at \$1.00.....	9 00	
		Foreman $\frac{1}{2}$ day ; $\frac{1}{2}$ day at \$2.00.....	1 00	
		13 Jackscrews \$1.30 ; 1 Clampscrew 10c.....	1 40	
	30,	33 men $\frac{1}{2}$ day each, $16\frac{1}{2}$ days at \$1.00.....	16 50	
		2 Foremen $\frac{1}{2}$ day, 1 day at \$2.00.....	2 00	
		13 Jackscrews \$1.30 ; 1 Clampscrew 10c.....	1 40	
		5 Pine deals 12x9x3 at 30c.....	1 50	
		1 piece Oak 10x8x8—53 ft B. M. at 6c.....	3 18	
		3 doz pickets at 12c. 36 c. ; 10 Wooden Trundles 5c... ..	41	
July	1,	18 Men $\frac{1}{2}$ day each ; 9 days at \$1.00.....	9 00	
		15 Men $\frac{1}{4}$ day each ; $3\frac{3}{4}$ days at \$1.00.....	3 75	
		2 Foremen $\frac{1}{2}$ day each ; 1 day \$2.00.....	2 00	
		23 Rag Bolts 18x $\frac{3}{4}$ —44 lbs.....	1 76	

RECORD. July

In the  
Superior  
Court.

No. 6  
Plaintiff's  
Exhibit  
No. 6,  
continued—  
Plaintiff's  
Account  
1878-79.

1,	13 Jackscrews at 10c. \$1.30 ; 1 Clampscrew 10c.. .....	\$ 1 40
	2 Floats at 50c.....	1 00
	25 Men $\frac{1}{2}$ day each, 12 $\frac{1}{2}$ days at \$1.00.....	12 50
	2 Foremen $\frac{1}{2}$ day each, 1 day at \$2.00.. .....	2 00
	40 Rag Bolts 18x $\frac{3}{4}$ , 76 lbs. at 4c.....	3 04
	8 Elm sides 2-6x9x3 at 15c. \$1.20 ; 13 Jackscrews \$1.30	2 50
	2 doz. wedges at 15c., 30c. ; 2 doz. pickets at 12c. 24c..	54
	13 Jackscrews at 10c. \$1.30 ; 1 Clampscrew 10c.....	1 40
3,	25 Men, $\frac{1}{2}$ day each, 12 $\frac{1}{2}$ days at \$1.00.....	12 50
	2 Foremen $\frac{1}{2}$ day each, 1 day at \$2.00. ....	2 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c.....	1 40
4,	15 Men, $\frac{1}{2}$ day each, 7 $\frac{1}{2}$ days at \$1.00.....	7 50
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	13 Jackscrews, \$1.30 ; 1 Clampscrews, 10c.....	1 40
	1 doz. pickets, 12c. ; 20 rag bolts, 18x $\frac{3}{4}$ —57 lbs. at 4c. \$2.28. ....	2 40
5,	6 Men, $\frac{1}{2}$ day each, 3 days at \$1.00.....	3 00
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 3 doz. wedges, 45c.....	1 85
7,	8 men, $\frac{1}{2}$ day each, 4 days at \$1.00.....	4 00
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 2 Floats, \$1.00.. .....	2 40
8,	5 men, $\frac{1}{2}$ day each, 2 $\frac{1}{2}$ days at \$1.00. ....	2 50
	Foreman, $\frac{1}{2}$ day, at \$2.00.....	1 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ....	1 40
9,	5 men, $\frac{1}{2}$ day each, 2 $\frac{1}{2}$ days at \$1.00.....	2 50
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c.....	1 40
10,	9 men, 1 day each, 9 days at \$1.00.....	9 00
	Foreman, 1 day at \$2.00.....	2 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 2 doz. pickets, 24c.....	1 64
11,	7 men, 1 day each, 7 days at \$1.00.. .....	7 00
	Foreman, 1 day at \$2.00.....	2 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 2 doz. pickets, 24c.....	1 64
	Use of sundry tools, as shovels, saws, &c., &c., &c. ....	6 00
12,	8 men, $\frac{3}{4}$ day each, 6 days at \$1.00.....	6 00
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 2 doz. pickets, 24c.....	1 64
14,	8 men, $\frac{1}{2}$ day each, 4 days at \$1.00.. .....	4 00
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00
	13 Jackscrews, \$1.30 ; 1 Clampscrew, 10c. ; 2 doz. pickets, 24c.....	1 64
15,	9 men, $\frac{3}{4}$ day each, 6 $\frac{3}{4}$ days at \$1.00.....	6 75

July	15, Foreman, $\frac{3}{4}$ day at \$2.00 .....	1 50	RECORD.
	13 Jackscrews, \$1.30; 2 doz. wedges at 15c., 30c.....	1 60	—
	1 Clampscrew, 10c.; 2 doz. pickets, 30c.....	40	<i>In the</i>
	16, 6 men, $\frac{3}{4}$ day each, $4\frac{1}{2}$ days at \$1.00 .....	4 50	<i>Superior</i>
	Foreman, $\frac{3}{4}$ day at \$2.00 .....	1 50	<i>Court.</i>
	13 Jackscrews, \$1.30; 1 Clampscrew, 10c....	1 40	No. 6
	2 doz. pickets, 24c.; 2 doz. wedges, 30c.; 2 floats, \$1.00.	1 54	Plaintiff's
	17, 5 men, $\frac{1}{2}$ day each, $2\frac{1}{2}$ days at \$1.00.....	2 50	Exhibit
	Foreman, $\frac{1}{2}$ day at \$2.00 .....	1 00	No. 6,
	6 Jackscrews, 60c.; 1 Clampscrew, 10c.; 2 doz. pickets, 24c.	94	<i>continued—</i>
	18, 4 men, $\frac{1}{2}$ day, 2 days at \$1.00 .....	2 00	Plaintiff's
	Foreman, $\frac{1}{2}$ day at \$2.00 .....	1 00	Account
	2 Jackscrews, 20c.; 1 Clampscrew, 10c.....	30	1878-79
	Derousseau's Gang:—		
May	15, 6 men, 1 day each, 6 days at \$1.00 .....	6 00	
	Foreman, 1 day at \$2.00.....	2 00	
	16, 6 men, 1 day each, 6 days at \$1.00 .....	6 00	
	Foreman, 1 day at \$2.00 .....	2 00	
	17, 6 men, 1 day each, 6 days at \$1.00.....	6 00	
	Foreman, 1 day at \$2.00 .....	2 00	
	19, 10 men, 1 day each, 10 days at \$1.00.....	10 00	
	Foreman, 1 day at \$2.00.....	2 00	
	20, 10 men, 1 day each, 10 days at \$1.00 .....	10 00	
	Foreman, 1 day at \$2.00.....	2 00	
	21, 10 men, 1 day each, 10 days at \$1.00.....	10 00	
	Foreman, 1 day at \$2.00.....	2 00	
	10 Jackscrews, 1 day each, 10 days at 10c.....	1 00	
	33 Rag bolts, 18x $\frac{3}{4}$ —94 lbs., \$3.76; 32 do., 20x $\frac{7}{8}$ —139		
	lbs., at 4c., \$5.56.....	9 32	
	23, 12 men, 1 day each, 12 days at \$1.00 .....	12 00	
	Foreman, 1 day at \$2.00.....	2 00	
	6 Jackscrews, at 10c.....	60	
	24, 13 men, 1 day each, 13 days at 1.00.....	13 00	
	Foreman, 1 day at \$2.00 .....	2 00	
	6 Jackscrews, 6 days at 10c .....	60	
	16 men, 1 day each, 16 days at \$1.00.....	16 00	
	Foreman, 1 day at \$2.00.....	2 00	
	27, 16 men, $\frac{3}{4}$ day each, 12 days at \$1.00.....	12 00	
	Foreman, $\frac{3}{4}$ day at \$2.00 .....	1 50	
	11 doz. wedges at 15c .....	1 65	
	28, 16 men, 1 day each, 16 days at \$1.00 .....	16 00	
	Foreman, 1 day at \$2.00 .....	2 00	
	29, 16 Men, $\frac{3}{4}$ day each, 12 days at \$1.00 .....	12 00	
	Foreman, $\frac{3}{4}$ day at \$2.00 .....	1 50	
	30, 16 Men, $\frac{1}{2}$ day each 8 days at \$1.00.....	8 00	
	Foreman, $\frac{1}{2}$ day at \$2.00.....	1 00	
	51 Ragbolts, 24x $\frac{3}{4}$ —265 lbs. at 4c .....	10 60	

RECORD. May <hr/> In the Superior Court. <hr/> No. 6 Plaintiff's Exhibit No. 6, continued— Plaintiff's Account 1878-79.	15, 182 Ragbolts 20x $\frac{7}{8}$ —787 lbs., \$31.48; 62 do., 26x $\frac{7}{8}$ —348 lbs., \$13.92; 3 do., 42x $\frac{7}{8}$ —27 lbs. \$1.08..... 46 48 19 Ragbolts, 24x $\frac{3}{4}$ —72 lbs., \$2.88; 58 do., 18x $\frac{3}{4}$ —165 lbs., \$6.60 - 30 do., 15x $\frac{3}{4}$ —71 lbs. \$2.84 ..... 12 32 Use of tools as augers, crowbars, sledge-hammers, saws, shovels, &c., &c..... 2 00 22 Jackscrews, 1 day each at 10c..... 2 20 31, 15 Men, $\frac{1}{2}$ day each, 7 $\frac{1}{2}$ days at \$1.00 ..... 7 50 Foreman, $\frac{1}{2}$ day at \$2.00 ..... 1 00 48 Entermises, 10x12x12—480.00 4 do., 10x12x20— 66.8 <hr/> 546.8. 0 ft. at 15c..... 82 00 52 pieces Hemlock containing as per specification 1596.5.2 ft. cube at 10c..... 159 65 Lachance's Gang: May 31, 10 Men, $\frac{3}{4}$ day each, 7 $\frac{1}{2}$ days at \$1.00... .. 7 50 Foreman, $\frac{3}{4}$ day at \$2.00..... 1 50 June 2, 10 Men, $\frac{3}{4}$ day each, 7 $\frac{1}{2}$ days at \$1.00 ..... 7 50 Foreman, $\frac{3}{4}$ day at \$2.00..... 1 50 2 pine Floats at 50c., \$1.00; 18 Hardwood wedges, 23c. . 1 23 21 Pickets 21c.; 36 Spikes at 4 $\frac{1}{2}$ , \$1.62..... 1 83 5 Spruce Deals, 12x11x3 at 15c., 75c.; 5 Jackscrews, 50c.; 1 Clampscrew, 10c ..... 1 35 3, 12 Men, $\frac{3}{4}$ day each, 9 days at \$1.00 ..... 9 00 Foreman, $\frac{3}{4}$ day at \$2.00..... 1 50 3 doz. Hardwood wedges at 15c., 45c.; 4 Pine Floats at 50c., \$2.00..... 2 45 1 Clampscrew, 10c.; 5 Jackscrews, 50c.; 25 Ragbolts, 18x $\frac{7}{8}$ —97 $\frac{1}{2}$ lbs., \$3.90..... 4 50 4, 1 Man, 1 day at \$1.00..... 1 00 5 Jackscrews, 1 day each at 10c..... 0 50 5, 15 Men, $\frac{1}{2}$ day each, 7 $\frac{1}{2}$ days at \$1.00..... 7 50 Foreman, $\frac{1}{2}$ day, at \$2.00 ..... 1 00 5 Jackscrews, 50c.; 1 Clampscrew, 10c ..... 60 6, 16 Men, $\frac{1}{2}$ day each, 8 days at \$1.00 ..... 8 00 Foreman, $\frac{1}{2}$ day at \$2.00..... 1 00 7 Jackscrews, 70c. : 1 Clampscrew, 10c ..... 80 1 doz. pickets, 12c.; 2 doz. wedges, 30c..... 42 7, 18 Men, 1 day each, 9 days at \$1.00 ..... 9 00 Foreman, $\frac{1}{2}$ day at \$2.00..... 1 00 7 Jackscrews, 70c.; 1 Clampscrew, 10c. .... 80 9, 24 Men $\frac{1}{2}$ day each, 12 days at \$1.00. .... 12 00 Foreman, $\frac{1}{2}$ day at \$2.00..... 1 00 1 doz. Hardwood wedges 15c.; 25 rag bolts 18x $\frac{7}{8}$ —97 $\frac{1}{2}$ lbs \$3.90. .... 4 05 6 Jackscrews, 60c.; 1 doz. pickets, 12c.; 1 clampscrew 10c. .... 82
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June	10, 8 Men, 1 day and 3½ hrs. each, 10 days 8 hrs. at \$1.00.	10 80	RECORD.
	14 Men, 3½ hrs. each, 4 days 9 hrs. at \$1.00.....	4 90	—
	Foreman, 1 day and 3½ hrs. at \$2.00 .....	2 70	<i>In the</i>
	6 Jackscrews, 60c. 1 doz. wedges, 15c. 1 doz. pickets, 12c.	87	<i>Superior</i>
	1 Clampscrew .....	10	<i>Court.</i>
	11, 25 Men, 1 day each, 25 days at \$100.....	25 00	No. 6
	Foreman, 1 day at \$2.00.....	2 00	Plaintiff's
	6 Jackscrews, 60c. ; 1 clampscrew, 10c.....	70	Exhibit
	13, 25 Men, 1 day each, 25 days at \$1.00.....	25 00	No. 6,
	Foreman, 1 day at \$2.00 .....	2 00	<i>continued—</i>
	2 doz. Hardwood wedges, 30c. 2 pine Floats, 50c.....	80	Plaintiff's
	50 Rag bolts 18x $\frac{3}{8}$ —195 lbs at 4c.....	7 80	Account
	Use of tools as shovels saws, &c. &c.....	2 50	1878-79
	14, 21 Men, ½ day each, 10½ days at \$1.00....	10 50	
	Foreman, $\frac{3}{4}$ day at \$2.00 .....	1 00	
	7 Jackscrews, 70c. ; 1 Clampscrew, 10c.....	80	
	16, 16 Men, $\frac{3}{4}$ day each, 12 days at \$1.00.....	12 00	
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50	
	7 Jackscrews, 70c. ; 1 Clampscrew, 10c .....	0 80	
	2 dozens Wedges, 30c. ; 18 Pickets, 18c. ; 7 pcs. hemlock 12x9x3 at 15c., \$1.05 .....	1 53	
	18, 12 Men ½ day each, 6 days at \$1.00.....	6 00	
	Foreman ½ day at \$2.00 .....	1 00	
	7 Jackscrews, 70c. ; 1 Clampscrew, 10.....	0 80	
	19, 12 Men $\frac{3}{4}$ day each, 9 days at \$1.00.....	9 00	
	Foreman $\frac{3}{4}$ day at \$2.00 .....	1 50	
	7 Jackscrews, 70c. ; 1 Clampscrew, 10c.....	0 80	
	20, 12 men ½ day each, 6 days at \$1.00 .....	6 00	
	Foreman ½ day at \$2.00 .....	1 00	
	7 Jackscrews, 70c. ; 1 Clampscrew, 10c .....	0 80	
	21, 10 men $\frac{3}{4}$ day each. 7½ days at \$1.00 .....	7 50	
	Foreman, $\frac{3}{4}$ day at \$2.00.....	1 50	
	7 Jackscrews, 70c. ; 2 Clampscrews, 20c. ; 30 Bolts 18x $\frac{3}{8}$ —117 lbs., \$4.68 .....	5 58	
	Use of tools, as handbarrows, bars, &c .....	1 25	
	Derousseau's Gang continued :		
June	19, 8 men ½ day each, 4 days at \$1.....	4 00	
	20, 7 men ½ day each, 3½ days at \$1.00 .....	3 50	
	5 pcs. Hemlock containing 126.70 ft. at 10c .....	12 66	
	19 ragbolts 26x $\frac{7}{8}$ —106½ lbs. at 4c .....	4 26	
	10 ragbolts 20x $\frac{7}{8}$ —44 lbs. at 4c., \$1.76 ; 6 ragbolts 18x $\frac{3}{4}$ 17 lbs., 68c .....	2 44	
	<i>Time and Materials ballasting Northern Cribwork.</i>		
	Lachance's Gang :		
June	13, 25 men 1½ days each, 37½ days at \$1.00.....	37 50	
	Foreman 1½ days at \$2.00.....	3 00	
	2 horses and drivers, 1 day each at \$3.00.....	6 00	

RECORD. June <hr/> In the Superior Court. <hr/> No. 6 Plaintiff's Exhibit No. 6, continued— Plaintiff's Account 1878-79.	14, 12 men $\frac{1}{4}$ day each, 3 days at \$1.00..... 3 00 Foreman $\frac{1}{4}$ day at \$2.00..... 0 50 2 horses and drivers $\frac{1}{2}$ day each at \$3.00..... 3 00 16, 6 men $\frac{1}{4}$ day each, 1 $\frac{1}{2}$ days at \$1.00..... 1 50 2 horses and drivers $\frac{1}{2}$ day, 1 day at \$3.00..... 3 00 18, 2 Men $\frac{1}{2}$ day each, 1 day at \$1.00..... 1 00 2 horses and drivers, $\frac{1}{2}$ day each 1 day at \$3.00..... 3 00 19, 2 Men, $\frac{1}{2}$ day at \$1.00..... 0 50 2 horses and drivers, $\frac{1}{2}$ day each, 1 day at \$3.00..... 3 00 20, 1 Man, $\frac{1}{2}$ day at \$1.00..... 0 50 2 horses and drivers, $\frac{1}{2}$ day each, 1 day at \$3.00..... 3 00 21, 1 Man, $\frac{1}{2}$ day at \$1.00..... 0 50 2 horses and drivers, $\frac{1}{2}$ day each, 1 day at \$3.00..... 3 00 Derousseau's Gang : 13, 22 Men, $\frac{1}{2}$ day each, 11 days at \$1.00..... 11 00 Foreman, $\frac{1}{2}$ day at \$2.00..... 1 00 2 horses and men, 1 day each, 2 days at \$3.00..... 6 00 Differential Pullies, 1 day..... 0 25 Stage and Winch..... 0 50 14, 22 Men, $\frac{1}{2}$ day each, 11 days at \$1.00..... 11 00 Foreman, $\frac{1}{2}$ day at \$2.00..... 1 00 2 horses and drivers, $\frac{1}{4}$ day each, $\frac{1}{2}$ day at \$ 3.00..... 1 50 Stage and Winch 1 day at 50c..... 0 50 16, 21 Men, $\frac{1}{2}$ day each, 10 $\frac{1}{2}$ days \$1.00..... 10 50 Foreman $\frac{1}{2}$ day at \$2.00..... 1 00 2 horses and men, $\frac{1}{4}$ day each at \$3.00..... 1 50 Stage and Winch, 1 day at 50c..... 50 20, 10 Men, 1 hour each 1 day at \$1.00..... 1 00 21, 14 Men, 2 hours each, 2 days, 8 hrs. at \$1.00..... 2 80 3 Batteau loads of stone ballast at \$8.00..... 24 00	<hr/> \$1,424 26
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E. & O. E.

—————  
\$1,424 26

Plaintiffs  
Account  
Sept. 1879.

*MESSRS. MOORE & WRIGHT*

*To SIMON PETERS. Dr.*

*Labor incurred and Material supplied, owing to bottom not being properly prepared to receive Crib.*

1878. July	27, 22 men placing Crib No. 1 in position when grounded, bottom found to be out of level, 7 $\frac{1}{2}$ hours each, 165 hours at 12 $\frac{1}{2}$ c..... \$ 20 63 Foreman 7 $\frac{1}{2}$ hours at 50c..... 3 75 Steamboat..... 6 00 28, Removing stone to raise and remove No. 1 Crib, 14 men 5 hours each, 70 hours at 12 $\frac{1}{2}$ c..... 8 75	\$ 20 63 3 75 6 00 8 75
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	Foreman 5 hours at 50c.....	\$ 2 50	RECORD.
	Paid two Bateaux to lighten Crib at \$10.....	20 00	—
30,	Bringing back Crib into position, 15 men 5 hours each, 75 hours at 12½c.....	9 38	<i>In the Superior Court.</i>
	Foreman, 5 hours at 50c.....	2 50	—
	52 men putting back stone, 3½ hrs. each, 182 hrs. at 12½c.	22 75	No. 6
	Foreman 3½ hours at 50c.....	1 75	Plaintiff's Exhibit
August	Steamboat.....	6 00	No. 6, <i>continued—</i>
2,	18 men 3 hours each rising end of No. 1 Crib with scow, 54 hours at 12½c.....	6 75	Plaintiff's Account
	Foreman 3 hours at 50c.....	1 50	Sept. 1879.
	Use of scow and chains, &c., &c.....	5 00	
4,	10 men 3 hours each, rising back of Crib No. 1 with scow, 30 hours at 12½c.....	3 75	
	Foreman 3 hours at 50c.....	1 50	
	Use of scow, chains, &c., &c.....	5 00	
5,	6 men 6 hours each screwing Crib No. 1 into position, 36 hours at 12½c.....	4 50	
	Foreman 6 hours at 50c.....	3 00	
	Use of Jackscrews 4 days.....	0 40	
6,	10 men 2½ hours each, screwing Crib No. 1 into posi- tion, 25 hours at 12½c.....	3 12	
	Foreman, 2½ hours at 50c.....	1 25	
	Use of 4 Jackscrews, 4 days at 10c.....	40	
7,	12 men, 3 hours each, screwing No. 1 Crib into position, 36 hours at 12½c.....	4 50	
	Foreman, 3 hours at 50c.....	1 50	
	Use of Jackscrews and Timber.....	5 00	
8,	6 men attending winches 1½ hours, 9 hours at 12½c....	1 13	
	Foreman, 1½ hours at 50c.....	75	
	Use of winches, blocks, tackles, &c., &c.....	5 00	
9,	4 men attending winches, 1 hour each at 12½c.....	50	
	Foreman, 1 hour.....	50	
13,	14 men, 9 hours each, Crib No. 2, 126 hours at 12½c....	15 75	
	Foreman, 9 hours at 50c.....	4 50	
14,	6 men, 5 hours each, regulating Crib, 30 hours at 12½c..	3 75	
	Foreman, 5 hours at 50c.....	2 50	
16,	10 men, 7 hours each, 70 hours at 12½c.....	8 75	
	30 men, 3 hours each, 90 hours at 12½c.....	11 25	
	Foreman, 7 hours at 50c.....	3 50	
28,	8 men, 4 hours each, forcing out Crib No. 2, 32 hours at 12½c.....	4 00	
	2 Foremen, 4 hours each, 8 hours at 50c.....	4 00	
26-28,	2 Watchmen, 12 hours each, 72 hours at 12½c.....	9 00	
29,	16 men, 9 hours each, Crib No. 3, 144 hours at 12½c... 34 men, 2½ hours each, 85 hours at 12½c.....	18 00	
	Foreman, 9 hours at 50c.....	10 63	
		4 50	

RECORD. Sept. <hr/> In the Superior Court. <hr/> No. 6 Plaintiff's Exhibit No. 6, continued— Plaintiff's Account Sept. 1879.	4, 12 men, 10½ hours each, Crib No. 4, 126 hours at 12½c. 30 men, 2 hours each, Crib No. 4, 60 hours at 12½c. .... Foreman, 10½ hours at 50c. .... 6, 12 men, 4 hours each, 48 hours at 12½c. .... Foreman, 4 hours at 50c. .... 7, 12 men, 4 hours each, 48 hours at 12½c. .... Foreman, 4 hours at 50c. .... 8, 12 Men 4 hours each, 48 hrs. at 12½c. .... 9, 14 Men, 8 hours each, Crib No. 5, 112 hrs. at 12½c. .... Foreman, 8 hrs. at 50c. .... 10, 5 Men, 2 hrs. each, 10 hrs. at 12½c. .... Foreman, 2 hrs. each, at 50c. .... 11, 12 Men, 5 hrs. each, 60 hrs. at 12½c. .... 30 Men, 2 hrs. each, 60 hrs. at 12½c. .... Foreman 5 hrs. at 50c. .... 24, 12 Men 8 hours each, Crib No. 5, 96 hrs. at 12½c. .... 3 Men, 3 hrs. each, 6 hrs. at 12½c. .... Foreman, 8 hours at 50c. .... Oct. 7, 10 Men, 9 hours each, Crib No. 7, 90 hrs. at 12¾c. .... 2 Watchmen, 12 hrs. each, 24 hrs. at 12½c. .... Foreman, 9 hours each at 50c. .... 8, 12 Men, 6 hrs. each, 72 hours at 12½c. .... 20 Men, 2 hours each, 40 hrs. at 12½c. .... Foreman, 6 hrs. at 50c. .... 21, 12 Men, 7 hrs. each, Crib No. 8, 84 hrs. at 12½c. .... 20 Men, 2 hrs. each, 40 hrs. at 12½c. .... Foreman, 7 hours, at 50c. .... 26, 12 Men, 7 hours each, Crib No. 9, 84 hrs. at 12½c. .... 2 Watchmen, 12 hrs. each, 24 hours at 12½c. .... Foreman 7 hours at 50c. .... 27, 12 Men, 6 hours each, 72 hrs. at 12½c. .... 20 Men, 2 hours each, 40 hrs. at 12½c. .... Foreman, 6 hours at 50c. .... 29, 12 Men, 5 hours each, Cribs 8 and 9, 60 hrs. at 12½c. .... Foreman, 5 hours at 50c. .... 30, 12 Men, 5 hours each, 60 hrs. at 12½c. .... Foreman, 5 hours at 50c. .... 31, 12 Men, 4 hours each, 48 hrs. at 12½c. .... Foreman, 4 hours at 50c. .... November 1, 12 Men 3½ hours each, 42 hours at 12½c. .... Foreman, 3½ hours, at 50c. .... 2 12 Men, 2½ hours each, 30 hours at 12½c. .... Foreman, 2½ hours at 50c. .... 5, 4 Men, 2 hours each, 8 hours at 12½c. .... Foreman, 2 hours at 50c. .... 6, 5 Men, 2 hours each, 10 hours at 12½c. .... Foreman, 2 hours at 50c. ....	\$15 75 7 50 5 25 6 00 2 00 6 00 2 00 6 00 14 00 4 00 1 25 1 00 7 50 7 50 2 50 12 00 0 75 4 00 11 25 3 00 4 50 9 00 5 00 3 00 10 50 5 00 3 50 10 50 3 00 3 50 9 00 5 00 3 00 7 50 2 50 7 50 2 50 6 00 2 00 5 25 1 75 3 75 1 25 1 00 1 00 1 25 1 00
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Nov.	15,	Gathering chains, ropes and winches, 6 men, 4 hours each, 24 hours at 12½c.....		\$3 00	RECORD.
	16,	Putting chains on wharf, 11 men, 5 hours each, 55 hours at 12½c.....		6 88	In the Superior Court.
		1 stage left with Moore & Wright, which they allowed to go adrift, 4 pieces Pine 25 x 16 x 16=177.9.4at 10c.		17 77	No. 6
		60 lbs. spikes at 4c., \$2.40; 450 ft. B. M. Hemlock, \$4.50.		6 90	Plaintiff's Exhibit
1879		1 Spruce Spar, 60 ft. long 18 in. at butt.....		10 00	No. 6,
September 6,	1	piece White Pine 23 x 11 x 12—21.1.0			continued—
	1	do 23 x 12 x 12—23.			Plaintiff's
	1	do 23 x 12 x 12—23.			Account
	1	do 23 x 11 x 12—21.1.0			Sept. 1879.
	1	do 23 x 11 x 12—21.1.0			
	1	do 23 x 12 x 12—23.			
	1	do 23 x 11 x 12—21.1.0			
	1	do 23 x 12 x 12—23.			
	1	do 23 x 12 x 12—23.			
	1	do 23 x 11 x 12—21.1.0			
	1	do 23 x 12 x 12—23.			
	1	do 23 x 11 x 12—21.1.0			
	1	do 23 x 12 x 12—23.			
	1	do 30 x 12 x 13—32.6.0			
	1	do 31 x 12 x 12—31.			
	1	do 31 x 11 x 12—28.5.0			
	1	do 31 x 12 x 12—31.			
		17 pieces containing feet..... 410.5.0 at 10c...		41 00	
		Shipping charges 10.10 tons.....		2 40	
				\$ 585 14	

MESSRS. MOORE AND WRIGHT,

To SIMON PETERS. Dr.

Plaintiff's Account 1881.

1879	August 16,	1 piece White Pine 28 x 12 x 12—28.0.0			
		1 do 34 x 12 x 13—36.10.0			
		1 do 34 x 12 x 13—36.10.0			
		1 do 30 x 10 x 11—22.11.0			
		1 do 35 x 11 x 12—32. 1.0			
		1 do 26 x 10 x 11—19.10.4			
		6 Pieces containing feet cube..... 176.6.4 at 10c....		\$17 65	
		Shipping charges 4.16 tons at 23½c.....		1 03	
Sept.,	26,	1 Carter and 2 horses ½ day hauling at H. Works at \$3..		1 50	
	30,	1 do ¼ do do ..		2 25	

RECORD.		Time and Material repairing Dumping Car :	
	1880.		
<i>In the Superior Court.</i>	March	76 ft. elm 12"x1½" at 3c., \$2.28 ; 34 ft. spruce 12"x1" at 1½c., 51c.....	\$2 79
		14 lbs. cast iron 42c. ; 8 lbs. wro't iron 48c.....	0 90
No. 6 Plaintiff's Exhibit		4 lbs. Cut Nails 16c. ; 3 lbs. wro't nails 15c.....	0 31
No. 6, continued—		7 days joiner at \$1.....	7 00
Plaintiff's Account		1 day Blacksmith and helper.....	4 00
1881.	1881.		
	May 19,	3 old windows complete.....	6 00
		1 door, \$2 ; Cartage, 25c.....	2 25
			\$ 45 68

Plaintiff's Account 1879.	<i>MESSRS. MOORE AND WRIGHT,</i>		
		<i>To SIMON PETERS.</i>	<i>Dr.</i>
	1878—	Richard Young, Engineer on Pile driver :—	
		10 Tides driving Piles to help straightening Tidal Harbour Cribs at \$13, a tide .....	\$130 00
		4 Tides Pile Driver testing bottom to ascertain the advisability of dispensing with making the 29 foot Trench, Engineer and 4 men at \$13.....	52 00
	1879—	Removing and replacing one Guage Pile, broken by Dredge 42 ft. at 35c.....	14 70
			\$ 196 70

E. & O. E.

Plaintiff's Account 1880.	<i>MESSRS. MOORE AND WRIGHT,</i>		
		<i>To SIMON PETERS.</i>	<i>Dr.</i>
	1877.		
	Nov. 30,	Cartage of Brushwood.....	\$2 50
		1 Drawing board, \$1.50 ; 1 pr. Trestles, 80c.....	2 30
		3 Tide guages painted and marked at \$3.00.....	9 00
		1 6-ft. Pole in 10ths.....	1 50
	1879.	Paid cash.....	60
	February 17,	1 Pine drawing board, \$1.00 ; 20/3 pine do., 42x28x½, \$3.00 .....	4 00
		1 Load Cartage.....	20
	May 19,	Time and Material repairing and painting boat for service of the Resident Engineer :	
		8 lbs. mixed paint at 20c., \$1.60 ; 2½ bottles varnish, \$1.25.....	2 85
		New rudder, joiner.....	3 00

		RECORD.
June 7, Time and Materials putting up a shed for levelling instrument on the Ballast Wharf:		<u>In the Superior Court.</u>
52 pieces Spruce, 12x5x1, \$2.60; 1 piece Hemlock, 12x12x3, 20c.....	2 80	No. 6
12 Pine studs, 3x3, at 9c., \$1.08; 1 pair T hinges and screws, 30c.....	1 38	Plaintiff's Exhibit
2 Pairs Butts and screws, 30c.; ¼ dozen 3-in. hooks and eyes, 7c.....	37	No. 6,
8 lbs. Cut Nails, 32c.; ½ lb. wrot nails, 5c.....	37	<i>continued—</i>
2 Loads Cartage at 20c.....	40	Plaintiff's Account
Joiner, 3½ days at \$1.10.....	3 85	1880.
16, Time and Materials putting up a shed similar to the one above on Gas Wharf:		
70 pieces Spruce, 12x5x1, at 5c., \$3.50; 9 pieces studs, 12x3x3, 81c.....	4 31	
8 lbs. Cut Nails, 32c.; 3 pairs 3-in. butts and screws, 45c.	77	
2 Iron hooks, 1 hasp and 2 staples.....	25	
1 Padlock, 35c.; 2 loads cartage, 40c.....	75	
Joiner, 2¼ days' work at \$1.10.....	2 47	
Time finishing up shed on Ballast Wharf:		
Joiner, ¼ day, 30c.; 1 lock, \$1.35.....	1 65	
18, Time finishing shed on Gas Wharf.....	30	
Paid Corporation Taxes.....	32 60	
Time and Materials making drawing table with drawers, shelves, &c., including hardware and placing same in position.....	32 50	
1880 April, Men's time cutting Ice North Embankment:		
Foreman, 20 days at \$2.00.....	\$40 00	
Labourers, 9½ days at 60c.....	41 70	
	81 70	
	\$ 192 42	

RECORD.  
 —  
*In the*  
*Superior*  
*Court.*  
 —  
 No. 7  
 Defendants'  
 Pleas,  
 15th Dec.  
 1893.  
 General  
 Denial

Canada,  
 Province of Quebec. }  
 District of Quebec. }  
 No. 2453.

In the Superior Court.

Peters, . . . . . Plaintiff ;  
 vs.  
 Moore *et al.*, . . . . . Defendants.

And the said Defendants for answer *au fonds en fait* to the *Demande* of the said Plaintiff in the Declaration of the said Plaintiff, in this cause fyled, contained by this their *Défense au fonds en fait*, say : that the allegations of the said Plaintiff and the matters and things in the said declaration set forth and contained, and each and every of them, is and are wholly and altogether unfounded in fact and untrue ; and that they the said Defendants are not indebted, bound or liable in the manner and form in which he the said Plaintiff hath alleged and declared in and by the said Declaration in this cause fyled.

And the said Defendants specially deny all, each and every the allegations of the said Plaintiff in the said declaration set forth and alleged, in the manner and form as the same are therein set forth and alleged.

WHEREFORE the said Defendants humbly pray that by the judgment of this Honorable Court, the action of the said Plaintiff, in this behalf, be hence dismissed with costs.

The 15th day of December 1893.

CARON, PENTLAND & STUART,  
 Attorneys for Defendants.

(Endorsed)—*Défense au fonds en fait*, 16 Dec. 1893. P. M. Dep. P. S. C.

Defendants'  
 Pleas.  
 15th Dec.  
 1893.

Canada,  
 Province of Quebec, }  
 District of Quebec. }  
 No. 2453.

In the Superior Court.

Peters, . . . . . Plaintiff ; 30  
 vs.  
 Moore *et al.*, . . . . . Defendants.

And the said Defendants for answer unto the Plaintiff's demand in the declaration in this cause filed, say :

1. It is true that the Plaintiff and the Defendants contracted together with the Quebec Harbour Commissioners for the construction of certain works at the mouth of the River St. Charles, such contract being that referred to in the first, second, third and fourth paragraphs of the declaration, which contract was so entered into, subject to the terms conditions and stipulations of the notarial contract and of the form of tender, specifications and plans, forming part thereof and which said contract was and is, in its entirety binding upon the parties to the present litigation. 40

2. The Plaintiff and Defendants did enter into a contract of the fourth day of May eighteen hundred and seventy-seven (1877), before Strang, Notary Public, whereby the relations of the contracting parties towards one another, with reference to the execution of their joint contract with the Quebec Harbour Commissioners, were determined, and by such contract it was set forth and agreed that no partnership existed between the Plaintiff on the one hand and the Defendants on the other and that none should exist by reason of the said contract, but that each of the parties to the said agreement should execute that part of the contract works assigned to him or them, to wit: The Plaintiff all the timber and iron and  
 10 pitching of outer slopes and forming of roadway, and the Defendants—all the works contracted for by the contract with the Quebec Harbour Commissioners, save and except those specially undertaken by the said Plaintiff, that the Plaintiff and Defendants under the terms of the said agreement became and were entitled each to the moneys paid by the Quebec Harbour Commissioners in respect of the work done by each respectively and to no other or greater sum and had against each other no recourse for any alteration or diminution of work, which was ordered by the Engineer of the Quebec Harbour Commissioners, save however the sum of five thousand dollars (\$5,000) which the Defendants agreed to pay in manner stated in the contract, and the proportion of incidental expenses  
 20 payable in the proportions and in the manner referred to therein.

3. The Defendants duly executed all the works referred to in the contract with the Quebec Harbour Commissioners save and except the timber and iron work (the pitching of outer slopes and forming of roadway having been omitted by order of the Engineer of the Quebec Harbour Commissioners) and the supplying of the stone and building of the masonry of the said stone wall, which were done by the Plaintiff, and by reason thereof the Defendants became entitled to all the moneys payable by the Quebec Harbour Commissioners in respect of the said works, save and except those payable in respect of the works, performed by the Plaintiff under his contract and the said Defendants were not and are not  
 30 bound to account in any manner to the Plaintiff for any of the moneys so received by them.

4. By the contract between the Plaintiff, Defendants and Quebec Harbour Commissioners it was stipulated as follows :

“ The Commissioners or their Engineers, shall have power to make, from time to time, any additions to or deductions from the dimensions specified or shewn on the Drawings, to add to or omit any of the works, or modify or alter the works and materials specified or shewn on the drawings, as circumstances shall appear to them to require it, without rendering void or in any respect vitiating the contract. The value of such additions, deductions, omissions, modi-  
 40 fications, deviations or alterations, is to be determined by the engineers, according to the rates and prices in the schedules, accompanying the tender, which prices are calculated for materials and workmanship as specified and measured in the work, and include all plant, labour, machinery, temporary works, shoring scaffolding, carriage, freight, patterns, moulds, templates, preparing, fitting, fixing, and setting the same, as before mentioned, together with all contingencies, superintendence and profit, but the contractor is not to diminish the strength of the

RECORD.

—  
In the  
Superior  
Court.—  
No. 7  
Defendants'  
Pleas,  
15th Dec.  
1893.—  
continued—

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —

No. 7  
 Defendants'  
 Pleas.  
 15th Dec.  
 1893.

*continued—*

works, nor to make any alteration in the mode of execution, nor to use other materials than those specified without the consent in writing of the Engineer."

"In the event of any works being ordered for which the prices contained in the schedule do not apply, or are not therein contained, the Engineers shall measure, value, and price out such additions or omissions as they shall think reasonable, having due regard to the schedule of Rates for a proportionate value, and their decision as to such value shall be final and binding on all concerned."

"All payments upon the Engineers' certificates will be regarded as approximate value only of works executed to the date of such certificates, and will be made within a reasonable time after they have been handed to the Clerk to the Commissioners, and no certificate at any time will be granted for a less sum than nine thousand thousand dollars (\$9,000), that is, for ten thousand dollars worth of work executed, less ten per cent retained. No payments on general account shall be taken to be an admission of the due performance or settlement of the contract, or any part thereof, or of the accuracy of any claim nor shall they conclude nor prejudice the powers of the Engineers, whether any certificates were granted by them upon the assumption that the works were properly executed or completed or not, nor shall they determine the sum or sums, or balance of money to be paid to or received from the contractor, nor in any other way vary or affect the contract entered into by the contractor. All the accounts relating to this contract between the Commissioners and the Contractor must be submitted to and adjusted and settled by the Engineers, and their certificate immediately hereinafter mentioned fixing the balance due to the contractor on the completion of the works shall be conclusive and binding on both parties without any appeal."

"The Engineers, when the whole of the works shall have been properly and satisfactorily executed and completed, and all actions, suits, claims, penalties, liabilities, outstanding accounts, costs, expenses, injuries and demands whatsoever shall have been properly discharged, satisfied, paid or arranged for, will grant to the contractor a certificate for the whole balance due to him of the contract price, and for extras if any, less ten per cent to remain in the hands of the Commissioners without interest for a further period of twelve months after completion, or until the expiry of the term for maintenance. On the expiry of such period the ten per cent will be paid, provided a final certificate by the Engineers that the works have been upheld and maintained, in terms of the contract, and relative conditions and specification, is delivered to the Commissioners."

"The contractor shall not be entitled to demand, and the Commissioners shall not be bound to pay any sum of money, either for works in progress or completed, or for payment on account of the contract price, or for extras alleged or admitted, until a certificate shall be granted by the Engineers that such sum is due and payable."

"All works as they progress will be measured from time to time by the Engineers, and proper accounts, bills of quantities, or pay-bills for the main works, or accounts for jobbing work, must be prepared, made up and priced out according to the rates and prices of the annexed Schedule, which include all extras for the works completed. The measurements and pay-bills for advances are to be made solely for the information and satisfaction of the Commissioners or their Engineers, and they shall not be allowed to constitute any legal evidence as to the

facts therein stated, or to be taken as a statement or rate of progress of the works at the time they were made, but shall only be considered and taken as approximate estimates and guides to the Commissioners or their Engineers, for regulating the amount of any advances.”

RECORD.

—  
In the  
Superior  
Court.

—  
No. 7  
Defendants’  
Pleas,  
15th Dec.  
1893.

—  
continued—

5. In the execution of the powers conferred by said contract, the said Chief Engineer issued the final certificate referred to in the declaration, which final certificate save as to deductions for pretended clerical error in dredging and for levelling sand, disallowed by the judgment of the Supreme Court, was declared by said Court to be binding between the parties hereto and the Quebec Harbour Commissioners, and which certificate and the judgment and decision of the Chief Engineer, is binding upon the Plaintiff and Defendants and finally regulates and settles their rights, with respect to the sums payable to each of the parties respectively, in respect of the work done under the contract.

6. The sums payable to the parties hereto, under their contract having been finally determined by the final certificate issued by the Engineer under the terms of the contract with the Quebec Harbour Commissioners their right to participate in the sums payable under the said Contract is likewise determined by said certificate and the Defendants bring into Court a copy of the detailed statement prepared by the said Engineer upon which the said final certificate is based and the Defendants refer thereto as forming part of their present plea: a copy is filed as Defendants’ Exhibit No. 1.

7. The Plaintiff actually did and performed, and is allowed by the Chief Engineer of the Quebec Harbour Commissioners for timber and iron work done under the main contract, a sum of one hundred and fourteen thousand five hundred dollars and eight cents (\$114,500.08), and of extra work in timber and iron and for the stone wall one hundred and twenty-eight thousand two hundred and twenty-three dollars and fifty-seven cents (\$128,223.57) making a total value of work done and performed by the Plaintiff, and for which he was entitled to be paid a sum of two hundred and forty-two thousand seven hundred and twenty-three dollars and sixty-five cents (\$242,723.65), and the said Plaintiff has already received as appears by the accounts filed by him, the sum of two hundred and sixty-seven thousand four hundred and fifty-two dollars and eleven cents (\$267,452.11), making a sum of twenty-two thousand and ninety dollars and thirteen cents (\$22,090.13), received by him out of money belonging to and properly payable to the Defendants after giving him credit for the sum of five thousand dollars (\$5,000), payable to him by the Defendants under their contract, for which he is bound to account, the whole as shewn by the statement filed herewith, as Defendants’ Exhibit No. 2.

And the Defendants further aver:

8. The statements of account produced by the Plaintiff are false and untrue: they are in large part prepared upon a wrong principle; do not agree with the final certificate granted by the Chief Engineer, are not in accordance with the contracts governing the parties, nor are they conformable to previous statements supplied to the Defendants by the Plaintiff, and the Defendants deny each and every item thereof, save and in so far as such items agree with the detailed certificate issued by the Chief Engineer, and are admitted by the accounts filed herewith by the Defendants.

RECORD.

*In the  
Superior  
Court.*

As to items one, two, three, four, five, seven and eight of the Plaintiff's accounts, the Defendants allege, that he the Plaintiff is entitled to have and receive the price and value of all the timber and iron work provided for under the main contract, being :

No. 7 Defendants' Pleas. 15th Dec. 1893. <i>continued—</i>	Bill No. 1..... Bill No. 4..... Bill No. 7..... Bill No. 8.....	\$43,389 00 63,893 25 4,184 21 2,705 02
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And extra work, namely :

Allowed for lumber and iron work in four extra 40 ft. crib blocks in substructure and superstructure. . . . . Stone wall as per contract including price for rough bou- charding . . . . .	\$ 6,428 00 21,940 61
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and no more, and that all other moneys payable in respect of the construction of the said wet dock and tidal harbour quay walls, were and are payable to the Defendants, being in respect of works other than those constructed by the Plaintiff.

9. The Defendants admit, items 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 40, 42 and 49 of the Plaintiff's account, such items being in accordance with the detailed certificate of the Engineer, and the contract between the parties. As to item twenty-four, being the sum of two thousand three hundred and nine dollars and twenty-one cents (\$2,309.21) claimed as proportion of understated bills of quantities allowed by Engineer, the Defendants allege, that no part of the amount allowed by the said final certificate for understated bill of quantities, was in respect of any of the works performed by the Plaintiff, nor is in any part thereof payable to the Plaintiff : on the contrary the whole of such amount was in respect of concrete in rear of stone wall in the wet dock, being work actually performed by the Defendants. With reference to item twenty-five of Plaintiff's account, Pile or Stub foundation, the Defendants allege that the said stub piling was not contemplated by the original contract, but was ordered, during the progress of the works by the Engineer in charge as he had the right to do under the contract, to replace stone and clay filling in trenches, which latter was part of the work performable by the Defendants, and had the effect of reducing the quantity of dredging : the said stub piling being timber work, the Defendants requested the Plaintiff to do it, under the provisions of their contract but this the Plaintiff absolutely refused to do, and required the Defendants to assume, by letter, the obligation to perform this work, and he the Plaintiff undertook to do the work, for and on behalf of the Defendants without assuming any responsibility therefor, and to charge them cost only : the Plaintiff did perform the work, not as part of the contract works assumed by him, but for and on behalf of the Defendants, and in the year eighteen hundred and eighty-three (1883), rendered an account to the Defendants for said work, said account amounting to sixteen hundred and ninety-two dollars and seventy cents (\$1692.70). The said sum of sixteen hundred and ninety-two dollars and seventy cents (\$1692.70) is greatly in excess of the cost of said work, and Defendants have

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never admitted the same, and while denying that Plaintiff is entitled to any part of the sum allowed by the Engineer in respect of such stub piling, agree that they the Defendants are bound to give credit to the Plaintiff for the actual cost of such work and material, which cost they admit at eight hundred and forty-six dollars and thirty-five cents (\$846.35); the Defendants produce copies of the account and of the correspondence and refer thereto as forming part of their plea.

10 10. With reference to item forty-one of Plaintiff's account, the Defendants aver that they are not indebted to the Plaintiff in respect thereof in any sum whatever: that the Plaintiff offered to give to the Defendants the free use of a  
 10 portion of his mill yard and wharves for the purpose of building the plant necessary to carry on the contract works with the Quebec Harbour Commissioners, the Plaintiff well knowing that thereby, he would be enabled to supply the Defendants with a considerable portion of the materials and labour, as he in fact did: they deny every item of said account and allege that if at any time any liability in respect thereof ever existed, it has long since been extinguished by the lapse of time.

20 11. With reference to item forty-three of Plaintiff's account, being a claim for fourteen hundred and twenty-four dollars and twenty-six cents (\$1,424.26), for alleged work and material, straightening crib work of the North Embankment damaged by ice, the Defendants deny that the work was performed or the  
 20 materials furnished, and allege that in any event they are in no respect liable therefor.

30 12. The said crib work did not form part of the original contract, but in the winter of eighteen hundred and seventy-nine (1879), the Plaintiff, without the consent of the Defendants, but using their name, which he was not authorized to do, contracted with the Quebec Harbour Commissioners to build the said crib work in lieu of the pitched slope contemplated by the contract plans and undertook to have the same completed by the twentieth day of September in the same year: said crib work was work wholly belonging to the Plaintiff:  
 30 the Defendants contracted no obligations with reference thereto and were in no wise responsible therefor and if they the said works suffered damage the Plaintiff was bound under the contract between him and the Defendants to maintain them and repair any damage at his sole cost.

40 13. With reference to item forty-four, being a claim for labor done and material supplied owing to bottom having not been properly prepared to receive crib, the Defendants deny that any such labor was performed or material supplied, and in any event deny all liability in connection therewith and allege that if at any time the Plaintiff suffered any loss or was put to any expense by reason of the bottom upon which the cribs rested not being prepared, such loss was solely  
 40 occasioned by his own default and laches: the Defendants in all respects fulfilled their contracts and prepared the bottom for the cribs in a suitable manner, but by reason of the Plaintiff's delays and other causes within his control, the Plaintiff allowed the bottom to fill in again before placing the said cribs, notwithstanding full notice to the Plaintiff by the Defendants.

14. Item forty-five. The Defendants deny all liability for the said item.

15. Item forty-six. The Defendants deny all liability for items one and two of this account, but admit the third amounting to fourteen dollars and seventy cents (\$14.70).

RECORD.

—  
 In the  
 Superior  
 Court.  
 —

No. 7  
 Defendants'  
 Pleas,  
 15th Dec.  
 1893.

continued—

RECORD.

—  
*In the  
 Superior  
 Court.*  
 —

No. 7  
 Defendants'  
 Pleas.  
 15th Dec.  
 1893.

*continued—*

The first of the foregoing items was work if done at all, done by the Plaintiff in the execution of his contract, and is not chargeable to the Defendants, and the second item is work ordered by the Engineers, which the Plaintiff was obliged under the contract to execute, and for which he has no recourse against the Defendants.

16. Item forty-seven. The Defendants deny all liability in connection with the item, and allege, that it was agreed that for purpose of obliging the Quebec Harbour Commissioners and to facilitate the ceremony of laying the memorial tablet stone ; they the Defendants would cause the embankment to be levelled and a platform erected upon the same, and he the Plaintiff undertook to supply the silver trowel. The Defendants carried out their part of the agreement and in no respect are responsible for any part of the cost of said trowel. 10

17. Item forty-eight. The said Plaintiff has no claim whatever for the sum in question : the whole sum received for wharfage was given as a gratuity to Vincent Brown, the agent of the Plaintiff and Defendants on the said contract works.

18. By the contract between the Plaintiff and Defendants set out in the declaration, it is stipulated that with respect to any incidental expenses attending the said works, unanticipated or unprovided for, they should be borne *pro rata* to the value (to be established by the schedule of prices annexed to the main contract) of the amount of works to be by them respectively executed under the contract : and by the main contract with the Quebec Harbour Commissioners it was among other things stipulated, that the contract should be prepared at their joint expense : that the contractors should supply Engineer offices for the engineer in charge of the works and should have contractors offices upon the works : that the works should be set out by the contractors or their agent : that the contractors should employ a competent agent. 20

19. The Commissioners charged to the contractors as their share of the expense of executing the contracts, rent of offices and taxes the sum of seventeen hundred and ninety-nine dollars and fifty-six cents (\$1799.56), which sum was deducted from the amount of the final certificate and judgment, and a part of which proportioned to the value of the works executed by him, the Plaintiff is bound to bear. 30

20. The Plaintiff is well and truly indebted to the Defendants in a large sum of money, being for his proportion of divers large sums by the Defendants, heretofore, paid, laid out and expended, in the joint interest of the Plaintiff and themselves, in the course of the execution of the contract with the Quebec Harbour Commissioners, which sums were necessarily expended in the payment of Engineers, agents, boatmen, labourers, in supplying assistance to the Engineer of the Quebec Harbour Commissioners, in heating and cleaning the contractors' and engineers' offices, necessary travelling expenses of the Defendants, and retainers and fees to Counsel in the several proceedings instituted for the purpose of endeavoring to obtain payment of the amount claimed, the whole at the times and for the causes stated in the documents filed herewith as Defendants' Exhibits 4, 5, 6, and referred to as forming part of these presents, and all of which sums were necessarily expended under the provisions of the Contract between the Quebec Harbour Commissioners and Peters, Moore & Wright, and which said accounts 40

amount to an aggregate sum in principal and interest of fifty-three thousand eight hundred and forty-five dollars and forty-six cents (\$53,845.46), of which sum the Plaintiff is bound to repay to the Defendants the proportion of the amount, which it shall be determined by the present action, he has already or is entitled to receive out of the moneys paid by the Quebec Harbour Commissioners, in respect of the Contract between them and Peters, Moore & Wright, bears to the total amount so paid.

21. The said Plaintiff is further well and truly indebted unto the Defendants in the sum of eight thousand four hundred and twenty-seven dollars and thirty-eight cents (\$8427.38), being for the cost and value of divers goods and merchandise, sold and delivered and divers work and labour done and performed by the Defendants for the Plaintiff at Quebec, and for the forbearance of divers sums of money due and owing for interest etc., due by the Plaintiff to the Defendants, the whole at the times stated in the account filed herewith as Defendants' Exhibit No. 7, all which works were done and services rendered in connection with the Plaintiff's share of the contract works, and the Defendants allege that the prices charged were the fair market prices and the just value thereof.

22. And the Defendants allege that when the Plaintiff applied for payment of the sum of fifteen thousand dollars (\$15,000) received by him on the twenty-fifth day of October, eighteen hundred and ninety-two (1892), they the Defendants contended that he was already overpaid and was not entitled to have or receive anything, but that the Defendants agreed to his receiving the same upon the Plaintiff giving security to them, that the said sum should be repaid : if upon the settlement of accounts it was ascertained, that the Plaintiff had in fact received his full share of the moneys coming from the Quebec Harbour Commissioners prior to such payment.

Wherefore the Defendants pray that by the judgment of this Honorable Court, it be adjudged and declared, that—

1. The Plaintiff has had and received all the moneys which he is entitled to demand, out of the sum of money and interest thereon, now on deposit in the Union Bank, and that the Defendants are entitled to have and receive the whole of the said sum and accumulated interest, and the Union Bank be ordered to pay the same over to the Defendants.

2. That all sums to which the Plaintiff may have at any time had a lawful claim against the Defendants, before the institution of the present action, be declared to have been since paid and extinguished by compensation, by a larger sum due by the Plaintiff to the Defendants.

3. That Defendants' recourse for any balance due to them by the said Plaintiff be reserved.

4. That the Plaintiff be condemned to pay the costs of the present proceedings.

CARON, PENTLAND & STUART,  
Attorneys for Defendants.

Quebec, 15th December, 1893.

(Endorsed)—Defendants' Plea filed Dec. 16, 1893.

P. M. Dep. P. S. C.

RECORD.

In the  
Superior  
Court.

No. 7  
Defendants'  
Pleas,  
15th Dec.  
1893.

continued—

RÉCORD.  
 ———  
*In the  
 Superior  
 Court*  
 ———  
 No. 8  
 Defend-  
 ants' List  
 of Exhibits  
 15 Decem-  
 ber, 1893.

CANADA,  
 PROVINCE OF QUEBEC, }  
 District of Quebec.  
 No. 2453.

In the Superior Court.

Peters, - - - - - Plaintiff,  
 vs.  
 Moore et al., - - - - - Defendants.

List of Exhibits fyled by the Said Defendants.

- No. 1. Detail of final Certificate marked Defendants' Exhibit No. 1.
- No. 2. Statement of Amount of work done and cash received by Simon Peters under the contract between the Quebec Harbour Commissioners and Peters, Moore & Wright marked Defendants' Exhibit No. 2.
- No. 3. Account furnished by Simon Peters against Messrs. Moore & Wright and correspondence connected therewith, marked Defendants Exhibit No. 3.
- No. 4. Copy of Account of Peters, Moore and Wright, with Moore and Wright, marked Defendants' Exhibit No. 4. 10
- No. 5. Copy of Account of Peters, Moore and Wright, with Moore and Wright, marked Defendants' Exhibit No. 5.
- No. 6. Copy of Account of Peters, Moore and Wright, with Moore and Wright marked Defendants' Exhibit No. 6
- No. 7. Account of Simon Peters with Moore and Wright, marked Defendants' Exhibit No. 7.

CARON PENTLAND & STUART.  
 Attorneys for Defendants.

Quebec 15 December 1893.

(Endorsed) Filed Dec. 16, 1893. P. M., Dep. P. S. C.

20

*Moore's*

*Moore's w  
 p. 294  
 l. 37  
 et seq.*  
 p. 316 l. 10  
 p. 319 l. 23  
 p. 422-6 l. 25  
 p. 442-4 l. 21

No. 9. *Statement of the Amount of Work done and Cash received by Simon Peters under the Contract between the Quebec Harbour Commissioners and Simon Peters, Edward Moore and A. R. Wright, as per the Engineers' Final Detailed Certificate.*

TIMBER AND IRON WORK UNDER MAIN CONTRACT.

Bill No. 1, In 27-40 ft. Crib Block, South Tidal Harbour.	\$ 43,389 00
“ 2, Angular Block Ballast Wharf.....	328 60
“ 4, 55-42 ft. Crib Blocks, Wet Dock .....	63,893 25
“ 7, Crib Block Ballast Wharf.....	4,184 21 <sup>30</sup>
“ 8, Crib Work at Gas House Wharf.....	2,705.02
	\$114,500 08

EXTRA WORK.

		\$114,500 08
Allowed for Timber and Iron Work in the four Extra 40 ft. Crib Blocks in substructure and superstructure .....	\$ 6,428 00	
Stone Wall, as per contract .....	21,940 61	
Angular Crib Ballast Wharf .....	89 56	
Two Tablet Stones .....	300 00	
Excess of Timber in Tidal Harbor Cribs .....	8,186 17	
"    "    Wet Dock Cribs .....	3,822 50	
Widening and bolting piles to Cribs .....	1,846 35	
<sup>10</sup> Crib Work at Ballast Wharf .....	5,219 56	
Entremise Filling .....	194 03	
Gas House Crib Work .....	1,232 90	
Substructure between B. & G. Wharf .....	16,088 90	
Northern Crib Work .....	58,059 53	
Piling at Ballast Wharf .....	1,143 07	
"    change of Slope .....	624 25	
"    end of Wet Dock .....	304 27	
85 Bollard Boxes .....	1,617 12	
25 Barrels Cement .....	88 75	
<sup>20</sup> Allowed for Fenders and Iron Work partly con- structed .....	\$ 1,038 00	\$128,223 57
		<hr/>
		\$242,723 65
1886.		
Feb. 4th, By Cash Received on account, to date .....		\$237,452 11
		<hr/>
		\$ 5,271 54
To interest on \$5,271.54 from Feb. 4th, 1886, to March 9th, 1887, one year, one month and 5 days, at 6 o/10 .....		\$ 347 04
		<hr/>
		\$ 5,618 58
<sup>30</sup> 1887.		
March 9th, By Cash on account .....		\$ 2,500 00
		<hr/>
		\$ 3,118 58
To interest on \$3,118.58 from March 9th, 1887, to Sept. 13th, 1887, 6 months and 4 days, @ 6 o/10 .....		\$ 95 63
		<hr/>
		\$ 3,214 21
1887.		
Sept. 13th, By Cash on account .....		\$ 12,500 00
		<hr/>
By Cash overdrawn .....		\$ 9,285 79

RECORD  
—  
In the  
Superior  
Court.  
—  
No. 9.  
Defend-  
ants' Exhi-  
bit No 2,  
Statement  
of work  
done &c.,  
16 Decem-  
ber, 1893.  
Continued.

RECORD

In the  
Superior  
Court.

No. 9  
Defend-  
ant's Exhi-  
bit No 2.  
Statement  
of work  
done &c,  
16 Decem-  
ber, 1893  
Continued.

To interest on \$9,285 79, on account of cash overdrawn from Sept. 13, 1887, to July 25th, 1892, at 6 o/0, for four years, 10 months and 12 days.....	\$ 2,711 48
To interest on \$9,285 79 on account of cash overdrawn, from July 25th, 1892, to Oct. 25th, 1892, at 4 o/0, 3 months ....	\$ 92 86
	<hr/> \$ 12,090 13
Due Mr. Peters, under the Contract.....	\$ 5,000 00
	<hr/> \$ 7,090 13 <sup>10</sup>
Oct. 25th, By cash received.....	\$ 15,000 00
	<hr/>
Total amount overdrawn by Mr. Peters to Oct. 25th, secured by his Bond.....	\$ 22,090 13

No. 10  
Defend-  
ant's Exhi-  
bit No. 4,  
Account  
Peters,  
Moore &  
Wright  
with Moore  
& Wright.

1878

Jan. 1st,  
  
June 14  
Aug. 3,  
Sept. 21,  
Oct. 3,  
12,  
15,  
19,  
25,  
Nov. 2,  
15,  
19,  
29,  
Dec. 9,  
21,  
1879.  
Jan 1,  
  
April 19,  
May 3,

To amt. pd Messr. for Engineers from July 3, 1877 to date.....	120 00
“ Renaud & Co a/c Engineer's Office...	5 80
“ “ “ “	1 50
“ L. Lapierre “ “ “ 1 boat.....	35 00 <sup>20</sup>
“ J. Beaulieu “ “ Boat.....	1 65
“ by J. B. Navarre a/c “ Office.....	11 36
“ J-B. Navarre, services from Jan. 1, 78 to date inclusive.....	1075 85
“ Spirit level Eng's Office.....	90
“ Repairing clock “ .....	1 00
“ 2 gall. oil “ .....	40
“ Boatman from June 1, 1878.....	109 00
“ 2 stools, Eng's Office.....	2 00
“ 8 cords wood “ at \$2 60.....	20 80 <sup>30</sup>
“ D. E. Whitford, services from Oct 12, 1878.....	210 00
“ 2 galls. oil.....	40
“ Messr. for Eng'rs from Jan. 1, 1878 to date.....	249 60
“ Messr. for Engr's from Jan. 1, 1879	74 40
“ Washing towels, Engr's Office.....	20
“ Messr. “ “ .....	4 80
“ Boatman “ “ .....	3 60 40

Jacobs G  
P. 403-5 l. 20  
" 407-8 l. 1  
Moore W  
P. 433-5 l. 38  
" 448 l. 3. et seq.  
Albert Peters  
P. 469 l. 36.

	May	3,	To amt. pd.	Tax bill .....	32 85	RECORD
		10,	"	Messr. two weeks.....	9 60	—
			"	Boatman.....	1 00	In the
		17,	"	" .....	3 60	Superior
			"	Messr.....	4 80	Court.
		19,	"	Repairing lock Engr's boat.....	10	No. 10
		20,	"	1 air oars, " " .....	2 50	Defend-
			"	Chain " " .....	1 56	ant's Exhi-
		21,	"	Box matches.....	10	bit No. 4
10			"	Copper for oars.....	20	Account
		24,	"	Messr .....	4 80	Peters
			"	Boatman.....	3 60	Moore &
		30,	"	Washing towels.....	50	Wright
		31,	"	Messr.....	4 80	with Moore
			"	Boatman .....	3 60	& Wright.
	June	7,	"	" .....	3 60	Continued
		7,	"	Messr .....	4 80	
		9,	"	Washing towels.....	30	
		14,	"	Messr.....	4 80	
20		14,	"	Boatman .....	3 60	
		21,	"	" .....	3 60	
		21,	"	Messr.....	4 80	
		21,	"	Washing towels .....	25	
		26,	"	For steel tape .....	8 00	
		28,	"	Messr .....	4 80	
		28,	"	Boatman .....	3 60	
	July	5,	"	1 oar.....	1 25	
		5,	"	Washing towels.....	20	
		5,	"	Boatman.....	3 60	
30		5,	"	Messr .....	4 80	
		12,	"	" .....	4 80	
		12,	"	Boatman .....	3 60	
		16,	"	Box matches.....	10	
		19,	"	Messr .....	4 80	
		19,	"	Boatman .....	3 60	
		26,	"	" .....	3 60	
		26,	"	Messr .....	4 80	
		26,	"	Repairing Engr's level .....	20 65	
		26,	"	Washing towels.....	35	
40	Aug.	2,	"	Messr .....	4 80	
		2,	"	Boatman .....	3 60	
		9,	"	" .....	3 60	
		9,	"	Messr .....	4 80	
		9,	"	Washing towels.....	35	
		16,	"	Messr.....	4 80	
		16,	"	Boatman.....	3 60	
		23,	"	" .....	3 60	

RECORD.	Aug.	23,	To amt. pd	Messr.....	4 80
		23,	"	Boatman.....	3 60
<i>In the</i>	Sept.	6,	"	" .....	3 60
<i>Superior</i>		6,	"	Messr.....	4 80
<i>Court.</i>		13,	"	" .....	4 80
No 10		13,	"	Boatman .....	3 60
Defend-		20,	"	" .....	3 60
ants' Exhi-		20,	"	Messr.....	4 80
bit No 4,		24,	"	One bucket (Engr's).....	0 30
account		27,	"	Messr.....	4 80 10
Peters.		27,	"	Boatman .....	3 60
Moore &	Oct.	3,	"	4 cords wood @ \$2.80 Engr's .....	11 20
Wright		3,	"	Carting and piling same.....	2 60
with		4,	"	Washing towels.....	0 25
Moore &		4,	"	Boatman .....	3 60
Wright		4,	"	Messr .....	4 80
<i>Continued</i>		15,	"	Wm. Bignell a/c bill vs. A.H.C.....	10 00
		11,	"	Boatman .....	3 60
		11,	"	Messr .....	4 80
		18,	"	" .....	4 80 20
		18,	"	Boatman .....	3 60
		18,	"	Washing towels.....	20
		25,	"	Boatman .....	3 60
		25,	"	Messr .....	4 80
	Nov.	1,	"	" .....	4 80
		1,	"	Boatman.....	3 60
		1,	"	Washing towels.....	0 20
		7,	"	Chimney cleaner, Engrs.....	0 20
		7,	"	2 galls, oil.....	0 30
		8,	"	Messr .....	4 80 30
		8,	"	To amt. paid Boatman.....	3 60
		15,	"	" .....	3 60
			"	Messr.....	4 80
			"	Washing towels.....	20
		22,	"	Boatman .....	3 60
			"	Messr.....	4 80
		29,	"	" .....	4 80
			"	Boatman .....	3 60
	Dec.	6,	"	Messr .....	4 80
		13,	"	" .....	4 80 40
		20,	"	" .....	4 80
		27,	"	" .....	4 80
1880					
Jan.		13,	"	2 cords wood.....	6 00
			"	Washing towels.....	25
		20,	"	Andrews B & Co. a/c bill .....	5 92
Feb.		7,	"	Washing towels.....	25

Feb.	21,	To amt. pd.	Washing towels.....	25	RECORD
Mch.	13,	"	Cartg. J. V. Browne.....	25	—
Apr.	3,	"	Washing towels.....	25	<i>In the</i>
	10,	"	Engr's Office.....	75	<i>Superior</i>
May	8,	"	Cartg. water.....	25	<i>Court.</i>
		"	Soap & sponge.....	80	—
	15,	"	Messr.....	4 80	No 10
		"	Washing towels.....	35	Defend-
1880					ants' Exhi-
May	17,	"	For labor and protecting end of		b't No 4,
			masonry cribs and back of elm		account
			capping "79" and '80.....	60 00	Peters
10	17,	"	Messr. Engr. a7c from Jan. to May		Moore &
			1, 1880.....	102 00	Wright
	22,	"	Messr.....	4 80	with
	22,	"	Boatman 1 day.....	65	Moore &
	29,	"	".....	3 90	Wright.
	29,	"	Messr.....	4 80	<i>Continued</i>
	29,	"	40 deals used on steps @ 20 cts.....	8 00	
	29,	"	250 lbs. iron work, @ 8 cts... ..	20 00	
	29,	"	6 days labor 1.00.....	6 00	
20	29,	"	3 " " repairing boat " Engr's"	3 00	
	29,	"	Painting same.....	5 00	
June	5,	"	Boatman.....	3 60	
	5,	"	Messr.....	4 80	
	5,	"	Washing towels.....	20	
	12,	"	Boatman.....	3 60	
	12,	"	Messr.....	4 80	
	19,	"	".....	4 80	
	19,	"	Boatman.....	3 60	
	19,	"	Padlock, (boat).....	40	
	26,	"	Boatman.....	3 50	
	26,	"	Messr.....	4 80	
	26,	"	Washing towels.....	15	
30 July	3,	"	Messr.....	4 80	
	3,	"	Boatman.....	4 20	
	3,	"	Pair spoon oars Engr's.....	2 00	
	10,	"	Washing towels.....	25	
	10,	"	Messr.....	4 80	
	10,	"	Boatman.....	4 20	
	17,	"	".....	4 20	
	17,	"	Messr.....	4 80	
	24,	"	Boatman.....	4 20	
	24,	"	Messr.....	4 80	
	31,	"	To amt. paid Boatman.....	4 20	
		"	Messr.....	4 80	
Aug.	7,	"	".....	4 80	

RECORD	Aug.	7,	To amt. pd.	Boatman .....	4 20
			"	Washing towels .....	20
<i>In the Superior Court.</i>		14,	"	Messr .....	4 80
			"	Boatman .....	4 20
		21,	"	" .....	4 20
			"	Messr .....	4 80
No. 10		28,	"	" .....	4 80
Defend-			"	Boatman .....	4 20
ant's Exhi-	Sept.	4,	"	" .....	4 20
bit No. 4,			"	Messr .....	4 80
Account			"	" .....	4 80
Peters,		11,	"	Boatman .....	4 20 <sup>10</sup>
Moore &			"	Washing towels .....	15
Wright			"	Messr .....	4 80
with Moore		18,	"	Boatman .....	4 20
& Wright.			"	Washing towels .....	15
		25,	"	Messr .....	4 80
			"	Boatman .....	4 20
			"	" .....	4 20
			"	Messr .....	4 80
	Oct.	2,	"	" .....	4 80
			"	Boatman .....	4 20
			"	Washing towels .....	20
		9,	"	Boatman .....	4 20
			"	Messr .....	4 80
		16,	"	" .....	4 80
			"	Boatman .....	4 20
		23,	"	" .....	4 20
			"	Messr .....	4 80 <sup>20</sup>
		30,	"	" .....	4 80
			"	Boatman .....	4 20
	Nov.	6,	"	" .....	4 20
			"	Messr .....	4 80
		13,	"	Messr .....	4 80
		13,	"	Boatman .....	4 20
		20,	"	" .....	4 20
		20,	"	Messr .....	4 80
		23,	"	5 cords wood @ 2.80 .....	14 00
		23,	"	4 " " " " .....	11 20
		24,	"	Cartg wood .....	1 25 <sup>30</sup>
		24,	"	Soap .....	60
		25,	"	Washing towels .....	20
		27,	"	Messr .....	4 80
	Dec.	4,	"	" .....	4 80
		11,	"	" .....	4 80
		11,	"	a/c taxes .....	32 15
		11,	"	Repairing Engr's level .....	25 00
1881.					
March		5,	"	For wood, 17-19, 26, 3 cords .....	12 00
May		9,	"	Messr. Engr's from Dec. 13th 1880 to	40
				May 9th 1881 .....	126 00

May	14,	To amt. pd.	Messr.....	4 80	RECORD
	21,	"	" .....	4 80	—
	28,	"	" .....	4 80	In the
June	4,	"	" .....	4 80	Superior
	11,	"	" .....	4 80	Court.
	13,	"	Washing towels .....	15	No. 10
	18,	"	Messr. . . ..	4 80	Defend-
	25,	"	" .....	4 80	ant's Exhi-
	25,	"	Boatman .....	5 20	bit No. 4
10 July	2,	"	" .....	5 10	Account
	2,	"	Messr .....	4 80	Peters
	9,	"	" .....	4 80	Moore &
	9,	"	Boatman .....	5 35	Wright
	9,	"	Washing towels.....	20	with Moore
	16,	"	Boatman .....	6 00	& Wright.
	16,	"	Messr.....	4 80	Continued
	23,	"	" .....	4 80	
	23,	"	Boatman .....	6 00	
	30,	"	" .....	6 00	
20	30,	"	Messr.....	4 80	
Aug.	1,	"	J. B. Dutil, pair spoon oars, June 10	2 00	
	6,	"	Boatman.....	6 00	
	6,	"	Messr.....	4 80	
	6,	"	Washing towels .....	20	
	6,	"	Dawson & Co a/c bill.....	8 60	
	13,	"	Messr .....	4 80	
	13,	"	Boatman .....	6 00	
	20,	"	" .....	6 00	
	20,	"	Messr .....	4 80	
30	27,	"	" .....	4 80	
	27,	"	Boatman.....	6 00	
Sept.	3,	"	" .....	6 00	
	3,	"	Messr .....	4 80	
	10,	"	" .....	4 80	
	10,	"	Boatman .....	6 00	
	17,	"	" .....	6 00	
	17,	"	Messr.....	4 80	
	24,	"	" .....	4 80	
	24,	"	Boatman.....	6 00	
40 Oct.	1,	"	" .....	6 00	
	1,	"	Messr.....	4 80	
	8,	"	" .....	4 80	
	8,	"	Boatman.....	6 00	
	15,	"	" .....	6 00	
	15,	"	Messr.....	4 80	
	15,	"	a/c one cord wood.....	3 10	
	20,	"	Messr.....	4 80	

RECORD.	Oct.	20,	To amt pd.	Boatman.....	6 00
		29,	"	".....	6 00
<i>In the</i>		29,	"	Messr.....	4 80
<i>Superior</i>		29,	"	Messr.....	4 80
<i>Court.</i>	Nov.	5,	"	Boatman....	6 00
		5,	"	Washing towels.....	20
No 10		5,	"	Tide gauge.....	65 00
Defend-		5,	"	cord wood, \$3.80, ctg 30 cts.....	4 10
ants' Exhi-		8,	"	Boatman.....	6 00
bit No 4,		12,	"	Messr.....	4 80 10
account		12,	"	".....	4 80
Peters		19,	"	Boatman.....	6 00
Moore &		19,	"	".....	6 00
Wright		26,	"	Messr.....	4 80
with		26,	"	".....	4 80
Moore &		26,	"	W. F. Lemesurier, cord wood.....	4 90
Wright.		3,	"	Messr.....	4 80
<i>Continued</i>	Dec.	3,	"	".....	4 80
		3,	"	".....	4 80
		10,	"	".....	4 80
		17,	"	".....	4 80
		24,	"	".....	4 80
		30,	"	".....	4 80 20
	1882.				
	Jan.	7,	"	".....	4 80
		14,	"	".....	4 80
		14,	"	J. V. Browne, Contrs Engr. from	
				June 5—"79" to Jan. 12, "82".....	3,135 86
		19,	"	W. F. Lemesurier, one cord wood.....	4 90
		21,	"	Messr.....	4 80
		28,	"	".....	4 80
	Feb.	4,	"	".....	4 80
		4,	"	Washing towels.....	20 30
		11,	"	Messr.....	4 80
		18,	"	".....	4 80
		25,	"	".....	4 80
	Mch.	4,	"	".....	4 80
		11,	"	".....	4 80
		18,	"	".....	4 80
		25,	"	".....	4 80
	Apr.	1,	"	".....	4 80
		8,	"	".....	4 80
		15,	"	".....	4 80 40
		22,	"	".....	4 80
		29,	"	".....	4 80
	May	6,	"	".....	4 80
	Aug.	9,	"	Telegram to Browne at Welland, ...	25
		15,	"	" " " staying	59
		16,	"	" " " " " " }	Arbi- 66
		19,	"	" " " " " " }	tration 28

	31,	To Amt.	pd. J. V. Browne a/c services before arbitrators, 27 days.....	100 00	RECORD In the Superior Court.
1883.	Jan. 26,	"	" a/c cartg. matter of Languedoc staying appeal of Commissioners telegram, same a/c .....	2 00	No. 10
	29,	"	" Russell Hotel Co.—a/c board of J. V. Browne during session of Arbitrators.....	62	Defendant's Exhibit No. 4
Mch	20,	"	" E. J. Anger, professional services, interest to date @ 6 o/o on disbursement.....	56 55	Account Peters
10 Apr.	14,	"	" total of P. M. & W. Engr. a/c.....	15 70	Moore & Wright
Aug.	15,	"		<del>1402 42</del>	with Moore & Wright.
1893				285 05	Continued
	Dec 1st	Interest on \$3471.48 from Aug. 15 1883 to 1 Dec. 1893		5230 13	
Total in principal and interest.....				\$13702 21	
Endorsed Defendant's Exhibit No 4, Filed Dec. 16, 1893.					
P. M., D. P. S. C.					

20	1879.	June 12,	To 2 hours labor, 1 man,	.....	\$ 25	No 11
		13,	22 " 4 "	.....	2 75	Defend-
		13,	20 boards,	.....	2 00	ands' Exhi-
		14,	8 hours labor, 2 "	.....	1 00	bit No 5,
		16,	4 " 1 "	.....	50	Account
		17,	2 " 1 "	.....	25	Peters
		18,	6 " 1 "	.....	75	Moore & Wright
		18,	4 " 1 "	.....	50	with
		19,	12 " 2 "	.....	1 50	Moore & Wright.
30		20,	2 " 1 "	.....	25	16 Decem-
		21,	4 " 1 "	.....	50	ber 1893.
		23,	5 " 1 "	.....	63	Jacobs W
		24,	4 " 1 "	.....	50	P. 403 l. 40
		24,	10 " 1 "	.....	1 25	" 408. l. 14
		25,	5 " 1 "	.....	62	Moore W
		25,	12 1/2 " 1 "	.....	1 57	P. 435 l. 6
		26,	2 " 1 "	.....	25	" 448 l. 3
		27,	3 " 1 "	.....	38	Albert Peters
		28,	12 1/2 " 1 "	.....	1 56	P. 469 l. 36
		30,	5 1/2 " 1 "	.....	65	
20	July	1st,	8 1/2 " 1 "	.....	1 05	
		1st,	11 3/4 " 4 "	.....	1 47	
		2,	15 1/4 " 3 "	.....	1 97	
		2,	4 " 1 "	.....	50	

RECORD.		To	hours labor,	1 man,		
	2,	5 $\frac{1}{4}$			.....	65
	3,	1 $\frac{1}{2}$	"	1 "	.....	18
<i>In the Superior Court.</i>	11,	2	"	1 "	.....	25
	12,	9 $\frac{1}{2}$	"	1 "	.....	1 19
	14,	3	"	1 "	.....	38
No 11	15,	5	"	1 "	.....	68
Defendants' Exhibit No 5,	16,	5	"	1 "	.....	68
account Peters	28,	9	"	1 "	.....	1 13
Moore & Wright	29,	8	"	1 "	Cummings,.....	4 00
with Moore & Wright.	29,	8	"	1 "	.....	1 00
16 December 1893.	30,	5	"	1 "	.....	68
<i>Continued.</i>	31,	2	"	1 "	.....	25
	Aug. 1st,	4	"	1 "	.....	50
	1st,	6	"	1 "	Cummings,.....	3 00
	9,	5	"	1 "	"	2 50
	9,	5	"	1 "	.....	63
	9,	3	"	1 "	.....	38
	12,	2	"	1 "	Cummings,.....	1 00
	16,	6	"	1 "	"	3 00
	16,	5	"	1 "	.....	63
	20,	3	"	1 "	Cummings,.....	1 50
	21,	3	"	1 "	"	1 50
	22,	4	"	1 "	"	2 00
	22,	12	"	3 "	.....	1 50
	23,	2	"	1 "	Cummings,.....	1 00
	23,	9 $\frac{1}{3}$	"	2 "	.....	1 16
	23,	3 $\frac{1}{2}$	"	1 "	.....	43
	25,	11 $\frac{1}{2}$	"	diver,	.....	60
	25,	4 $\frac{1}{2}$	"	3 men,	.....	56
	26,	4 $\frac{1}{2}$	"	2 "	.....	56
	27,	3	"	1 "	.....	37
	27,	2 $\frac{1}{2}$	"	1 "	Cummings,.....	1 25
	28,	3	"	1 "	.....	38
	28,	2	"	1 "	Cummings,.....	1 00
	29,	11 $\frac{1}{2}$	"	1 "	.....	18
	29,	1	"	1 "	Cummings,.....	50
Sept. 1st,	4	"	"	1 "	"	2 00
3,	3	"	"	1 "	.....	37
3,	3	"	"	1 "	Cummings,.....	1 50
4,	2	"	"	1 "	.....	25
4,	2	"	"	1 "	Cummings,.....	1 00
7,	4	"	"	1 "	.....	2 00
7,	4	"	"	1 "	Cummings,.....	50
13,	1 $\frac{1}{2}$	"	"	1 "	.....	18
13,	1 $\frac{1}{2}$	"	"	1 "	Cummings,.....	75
14,	3 $\frac{1}{2}$	"	"	1 "	.....	43
14,	3 $\frac{1}{2}$	"	"	1 "	Cummings,.....	1 75

	To	hours labor,	1 men			
	16,	1	hours labor,	1 men	.....	121½ RECORD
	16,	2	"	1 "	Cummings,.....	1 00
	18,	4	"	1 "	.....	50
	18,	4	"	1 "	Cummings,.....	2 00
	21,	2½	"	1 "	.....	30
	21,	2½	"	1 "	Cummings,.....	1 25
	22,	4	"	1 "	.....	50
	22,	4	"	1 "	Cummings,.....	2 00
	24,	2	"	1 "	"	1 00
10	24,	2	"	1 "	.....	25
	25,	2	"	2 "	.....	25
	26,	9	"	1 "	Cummings,.....	4 50
	26,	18	"	2 "	.....	2 25
	27,	19	"	2 "	.....	2 37½
	28,	4	"	1 "	Cummings,.....	2 00
	28,	4	"	1 "	.....	50
	29,	5	"	1 "	.....	63
Oct.	2,	1	"	1 "	Cummings,.....	50
	2,	2	"	1 "	.....	25
20	5,	2	"	1 "	Cummings,.....	1 00
	5,	4	"	1 "	.....	50
	7,	2	"	1 "	Cummings,.....	1 00
	12,	6	"	1 "	Cummings,.....	3 00
	12,	18	"	3 "	.....	2 25
	13,	1	"	1 "	Cummings,.....	50
	13,	1	"	1 "	.....	121½
	14,	9	"	6 "	.....	1 121½
	15,	9	"	6 "	Cummings,.....	4 121½
	16,	2	"	2 "	.....	25
30	23,	1	"	1 "	.....	121½
	23,	1	"	1 "	Cummings.....	50
	24,	2	"	1 "	.....	25
	24,	3	"	1 "	.....	38
	26,	3	"	1 "	Cummings,.....	1 50
	26,	9	"	3 "	.....	1 12
	28,	2½	"	1 "	Cummings,.....	1 25
	28,	2½	"	1 "	Cummings.....	1 25
	28,	5	"	2 "	.....	63
Nov.	6,	1	"	1 "	.....	121½
40	7,	1½	"	1 "	Cummings.....	75
	7,	3	"	2 "	Cummings.....	38
Oct.	27,	3	"	1 "	Cummings.....	1 50
	27,	9	"	3 "	Cummings.....	1 121½
1880.						
Mch	15,	10	"	2 "	Cummings.....	4 25
May	3,	3	"	1 "	Cummings.....	38
	4,	2½	"	1 "	.....	30

In the Superior Court.  
 No 11  
 Defendants' Exhibit No 5,  
 account Peters Moore & Wright with Moore & Wright.  
 16 December 1893.  
 Continued

RECORD	14,	To	2	hours labor,	1	men	.....	25
—	14,		3	"	1	"	.....	38
<i>In the</i>	15,		1½	"	1	"	.....	18
<i>Superior</i>	17,		4	"	2	" and Cummings	.....	2 50
<i>Court.</i>	18,		2	"	1	"	.....	25
—	19,		1	"	1	"	.....	12½
No. 11	19,		6	"	6	"	.....	75
Defend-	20,		2	"	1	"	.....	25
ant's Exhi-	24,		2	"	1	"	.....	25
bit No. 5,	25,		4	"	1	"	.....	50
Account	25,		1	"	1	"	.....	12½
Peters,	27,		1½	"	1	"	.....	18
Moore &	28,		2	"	1	"	.....	25
Wright	29,		5	"	1	" and Cummings	.....	2 63
with Moore	29,		4	"	1	"	.....	50
& Wright.	30,		4	"	2	"	.....	50
16 Decem-	June 1,		2½	"	1	"	.....	30
ber, 1893.	2,		2	"	1	"	.....	25
<i>Continued</i>	3,		4	"	2	"	.....	50
	4,		11	"	2	"	.....	1 37
	5,		4	"	1	"	.....	50
	7,		5	"	2	"	.....	63
	8,		6	"	2	"	.....	75
	8,		1	"	1	"	.....	12½
	9,		3	"	2	"	.....	38
	10,		6	"	2	"	.....	75
	11,		6	"	2	"	.....	75
	11,		3	"	1	"	.....	38
	11,		3	"	3	"	.....	38
	12,		7½	"	3	"	.....	94
	13,		7	"	1	"	.....	87
	13,		5	"	1	"	.....	63
	13,		2½	"	1	"	.....	30
	15,		2½	"	1	"	.....	30
	16,		1	"	1	"	.....	12½
	17,		1½	"	1	"	.....	19
	21,		1½	"	1	"	.....	19
	21,		1½	"	1	"	.....	19
	23,		1½	"	1	"	.....	19
	25,		1½	"	1	"	.....	19
	26,		2	"	2	"	.....	25
	28,		2	"	1	"	.....	25
	29,		1	"	1	"	.....	12½
	30,		1	"	1	"	.....	12½
July	1,		½	"	1	"	.....	07
	5,		1	"	1	"	.....	12½
	9,		2	"	1	"	.....	25

	11,	To	1 $\frac{1}{2}$	hours labor,	1	men	.....	19	RECORD
	12,		5	"	1	"	.....	63	—
	13,		1	"	1	"	.....	12 $\frac{1}{2}$	<i>In the</i>
	14,		1	"	1	"	.....	12 $\frac{1}{2}$	<i>Superior</i>
	15,		1	"	1	"	.....	12 $\frac{1}{2}$	<i>Court.</i>
	18,		4	"	4	"	.....	12 $\frac{1}{2}$	—
	21,		1	"	1	"	.....	50	No 11
	22,		1 $\frac{1}{2}$	"	1	"	.....	12 $\frac{1}{2}$	Defend-
	23,		1 $\frac{1}{2}$	"	1	"	.....	19	ands' Exhi-
10	24,		2	"	1	"	.....	19	bit No 5,
	25,		11	"	3	"	.....	25	Account
	27,		1 $\frac{1}{2}$	"	1	"	.....	1	Peters
	30,		2	"	1	"	.....	37	Moore &
Aug.	1st,		3 $\frac{1}{2}$	"	1	"	.....	07	Wright
	1st,		3	"	1	"	.....	25	with
	2,		2	"	1	"	.....	43	Moore &
	3,		1	"	1	"	.....	38	Wright.
	5,		1 $\frac{1}{2}$	"	1	"	.....	25	16 Decem-
	7,		3 $\frac{1}{2}$	"	1	"	.....	12 $\frac{1}{2}$	ber 1893.
	8,		3	"	1	"	.....	19	<i>Continued</i>
	8,		5	"	2	"	.....	63	
	9,		2 $\frac{1}{2}$	"	1	"	.....	30	
20	11,		3	"	1	"	.....	38	
	12,		2	"	1	"	.....	25	
	13,		12	"	16	"	.....	1	50
	13,		3 $\frac{3}{4}$	"	1	"	Burley.....	37	
	14,		3 $\frac{3}{4}$	"	1	"	.....	09	
	14,		1 $\frac{1}{2}$	"	1	"	.....	19	
	15,		3	"	2	"	.....	38	
	15,		1 $\frac{1}{2}$	"	1	"	.....	19	
	16,		3	"	1	"	.....	38	
	17,		1 $\frac{1}{2}$	"	1	"	.....	19	
30	18,		4	"	1	"	.....	50	
	22,		6	"	2	"	.....	75	
	23,		5	"	1	"	.....	63	
	25,		1	"	1	"	.....	12 $\frac{1}{2}$	
	26,		1 $\frac{1}{2}$	"	1	"	.....	19	
	27,		2 $\frac{1}{2}$	"	1	"	.....	30	
	28,		5	"	1	"	.....	63	
	29,		4	"	1	"	.....	50	
	29,		1 $\frac{1}{2}$	"	1	"	.....	19	
	30,		1 $\frac{1}{2}$	"	1	"	.....	07	
20	Sept.		1 $\frac{1}{2}$	"	1	"	.....	19	
	2,		1 $\frac{1}{2}$	"	1	"	.....	19	
	3,		2 $\frac{1}{2}$	"	1	"	.....	30	
	5,		5	"	2	"	.....	63	
	9,		1 $\frac{1}{2}$	"	1	"	.....	19	

RECORD.	To	hours labor,	1	men		
	10,	2		1	men	25
	11,	1½	"	1	"	19
<i>In the Superior Court.</i>	12,	2	"	2	"	25
	14,	¾	"	1	"	09
	17,	1½	"	1	"	19
No 11	19,	3	"	1	"	38
Defendants' Exhibit No 5,	19,	3	"	1	"	38
account Peters	21,	¾	"	1	"	09
Moore & Wright	22,	2½	"	1	"	30
with Moore & Wright.	25,	1¼	"	1	"	16
16 December 1893.	26,	2	"	1	"	25
<i>Continued.</i>	27,	1½	"	1	"	19
	29,	1	"	1	"	12½
	30,	3	"	1	"	38
Oct.	2,	5	"	1	"	63
	3,	1½	"	1	"	19
	4,	2	"	1	"	25
	5,	1	"	1	"	12½
	6,	1½	"	1	"	19
	7,	1	"	1	"	12½
	9,	1	"	1	"	12½
	10,	5	"	2	"	63
	11,	2½	"	1	"	30
	13,	1½	"	1	"	19
	14,	2	"	1	"	25
	15,	2½	"	1	"	30
	16,	2	"	1	"	25
	17,	4	"	2	"	50
	18,	1½	"	1	"	19
Oct.	19,	1½	"	1	"	19
	20,	3½	"	1	"	43
	21,	2	"	1	"	25
	22,	9	"	1	"	13
	25,	¾	"	1	"	09
	27,	1½	"	1	"	19
	28,	2	"	1	"	25
	30,	1	"	1	"	12½
Nov.	2,	1	"	1	"	12½
	3,	1½	"	1	"	09
	4,	1	"	1	"	12½
	6,	1½	"	1	"	07
	9,	1	"	1	"	12½
	10,	2½	"	1	"	30
	11,	1	"	1	"	12½
	12,	1	"	1	"	12½
	13,	1½	"	1	"	07
	15,	1½	"	1	"	75

Month	Day	To	Hours	Labor	Men	Notes	Amount	Description
Dec	15,	To	2	hours labor,	1	men	25	RECORD
	16,		2 $\frac{1}{4}$	"	1	"	28	—
	16,		1	"	1	"	12 $\frac{1}{2}$	In the Superior Court.
	22,		10	"	1	"	1 25	—
	23,		10	"	1	"	1 25	—
	23,		5	"	1	"	63	No 11
	24,		10	"	1	"	1 25	Defendants' Exhibit No 5, account Peters Moore & Wright with Moore & Wright.
1881	Mch	9,	2 $\frac{1}{2}$	"	1	"	30	16 December 1893.
10	May	3,	12	"	3	"	1 50	Continued
		4,	4	"	2	"	50	
		9,	5	"	1	"	63	
		14,	6	"	2	"	75	
		14,	1 $\frac{1}{2}$	"	1	"	19	
		16,	1 $\frac{1}{2}$	"	2	"	19	
		17,	1 $\frac{1}{2}$	"	1	"	19	
		17,	3 $\frac{3}{4}$	"	1	"	03	
		18,	3 $\frac{3}{4}$	"	1	"	09	
		19,	1 $\frac{1}{2}$	"	2	"	19	
20		21,	1 $\frac{1}{2}$	"	2	"	19	
		23,	1 $\frac{1}{2}$	"	2	"	19	
		26,	9	"	5	"	1 13	
		26,	12	"	4	"	1 50	
		27,	5	"	2	"	63	
		28,	9	"	3	"	1 13	
		30,	6	"	2	"	75	
		31,	12	"	2	"	1 50	
		31,	10	"	2	"	1 25	
		31,	4	"	1	"	50	
30	June	1,	3	"	1	"	38	
		2,	1	"	1	"	12 $\frac{1}{2}$	
		4,	8	"	4	"	1 00	
		6,	1 $\frac{1}{2}$	"	1	"	19	
		6,	1 $\frac{1}{2}$	"	1	"	75	Cummings
		6,	1 $\frac{1}{2}$	"	1	"	19	
		7,	1	"	1	"	12 $\frac{1}{2}$	
		8,	3 $\frac{1}{2}$	"	3	"	43	
		9,	4	"	2	"	50	
		10,	10	"	2	"	1 25	
40		10,	5	"	2	"	2 63	& Cummings
		13,	11	"	2	"	1 37	
		14,	2	"	2	"	25	
		17,	1 $\frac{1}{2}$	"	1	"	07	
		18,	7 $\frac{1}{2}$	"	3	"	88	
		21,	7 $\frac{1}{2}$	"	3	"	87	
		22,	2	"	2	"	25	
		24,	3	"	1	"	38	

RECORD	27,	To	$\frac{1}{2}$	hours labor,	1	men	.....	07
—	30,		9	"	3	"	.....	13
In the	30,		$\frac{3}{4}$	"	1	"	.....	09
Superior	July 1,		2	"	2	"	.....	25
Court.	July 5,		$4\frac{1}{2}$	"	3	"	.....	56
—	6,		3	"	2	"	.....	38
No. 11	7,		5	"	2	"	.....	63
Defend-	8,		$\frac{1}{2}$	"	1	"	.....	07
ant's Exhi-	11,		1	"	2	"	.....	$12\frac{1}{2}$
bit No. 5,	12,		2	"	2	"	.....	25
Account	13,		6	"	4	"	.....	75
Peters,	18,		8	"	3	"	.....	75
Moore &	19,		2	"	2	"	.....	25
Wright	21,		$\frac{3}{4}$	"	1	"	.....	09
with Moore	23,		$1\frac{1}{2}$	"	1	"	.....	19
& Wright.	25,		$1\frac{1}{2}$	"	1	"	.....	19
16 Decem-	26,		$\frac{3}{4}$	"	1	"	.....	09
ber, 1893.	29,		4	"	2	"	.....	50
Continued	30,		$\frac{3}{4}$	"	1	"	.....	09
	Aug. 1,		$1\frac{1}{2}$	"	2	"	.....	19
	2,		$\frac{3}{4}$	"	1	"	.....	09
	3,		$3\frac{3}{4}$	"	3	"	.....	46
	4,		2	"	3	"	.....	25
	8,	13	$1\frac{1}{2}$	"	3	"	.....	68
	11,		$1\frac{3}{4}$	"	1	"	.....	21
	12,		4	"	2	"	.....	50
	18,		$\frac{3}{4}$	"	1	"	.....	09
	19,		$\frac{3}{4}$	"	1	"	.....	09
	24,		1	"	1	"	.....	$12\frac{1}{2}$
	27,		6	"	2	"	.....	75
	29,		3	"	2	"	.....	38
	30,		$1\frac{1}{2}$	"	2	"	.....	19
	31,		5	"	2	"	.....	63
	Sept. 1,		4	"	2	"	.....	50
	1,		1	"	1	"	.....	$12\frac{1}{2}$
	3,		4	"	3	"	.....	50
	5,		1	"	1	"	.....	$12\frac{1}{2}$
	6,		4	"	2	"	.....	50
	12,		$1\frac{1}{2}$	"	1	"	.....	19
	13,		2	"	1	"	.....	25
	16,		$\frac{1}{2}$	"	1	"	.....	07
	19,		$\frac{3}{4}$	"	1	"	.....	09
	20,		$\frac{1}{2}$	"	1	"	.....	07
	22,		$1\frac{3}{4}$	"	1	"	.....	21
	22,		$1\frac{1}{2}$	"	1	"	.....	07
	23,		2	"	2	"	.....	25
	24,		2	"	2	"	.....	25

	26,	To	1½	hours labor,	2	men	.....	19	RECORD	
	28,		2¾	"	1	"	.....	34	—	
	29,		3	"	2	"	.....	38	In the	
	30,		3	"	2	"	.....	38	Superior	
Oct.	6,		2½	"	1	"	.....	30	Court.	
	10,		1	"	1	"	.....	12½	—	
	11,		1½	"	1	"	.....	19	No 11	
	12,		2½	"	1	"	.....	30	Defend-	
	19,		2¼	"	2	"	.....	28	ants' Exhi-	
10	20,		3	"	2	"	.....	38	bit No 5,	
	21,		1	"	1	"	.....	12½	Account	
	22,		7	"	3	"	.....	87	Peters	
	28,		4	"	1	"	.....	50	Moore &	
	29,		4½	"	2	"	.....	56	Wright.	
	31,		2⅓	"	1	"	.....	29	16 Decem-	
Nov.	2,		14	"	4	"	.....	1 75	ber 1893.	
	2,		3	"	2	"	.....	38	Continued	
	3,		16	"	4	"	.....	2 00		
	5,		12	"	4	"	.....	1 50		
	7,		14¼	"	3	"	.....	1 78		
	8,		15	"	4	"	.....	1 63		
	10,		6	"	2	"	.....	75		
20	11,		4	"	2	"	.....	50		
	12,		30	"	3	"	.....	3 75		
	14,		4	"	1	"	.....	50		
	15,		9	"	3	"	.....	1 12		
	16,		6	"	3	"	.....	75		
	17,		3	"	3	"	.....	38		
	18,		1½	"	1	"	.....	19		
	19,		11	"	4	"	.....	1 37		
	23,		4	"	2	"	.....	50		
	24,		21	"	3	"	.....	2 63		
30	24,		3	"	1	"	.....	38		
	25,		3	"	2	"	.....	38		
	26,		20	"	2	"	.....	2 50		
								<hr/>		
1893								\$224, 22	248.34	
Dec.	1st, To Interest on \$242.22 from the 26 November 1881 to									
	1st December 1893.....							161 40		
								<hr/>		
Total in principal and interest.....							\$385 62			

20  
 Endorsed Defendants Exhibit No 5,  
 Filed, Dec. 16th, 1893  
 P. M. D. P. S. C.

RECORD. *MESSRS. PETERS, MOORE & WRIGHT,*

*In the  
Superior  
Court.*

*In account with*

*MOORE & WRIGHT.*

No. 12  
Defendants'  
Exhibit,  
No. 6,  
Account  
Peters,  
Moore  
& Wright,  
and Moore  
& Wright,  
16th Dec.,  
1893.

(On account of Disbursements for Legal, Incidental and Engineering Expenses under the Contract with the Quebec Harbour Commissioners.)

*Jacobs W*  
P. 404.5 l. 40  
" 406.9 l. 20  
*Moore W*  
P. 435.8 l. 36  
- 448 l. 3  
- 456 l. 26  
*Albert Peters W*  
P. 469 l. 41

		1877	
June	2—To Levelling Rod.....	\$	80
	7 Poles.....		1 12
	20 ft. White Pine.....		36
	4—To 5 Spruce Poles.....		75
	Nails.....		7
	4 Spruce Poles.....		64
	18 ft. Birch.....		36
	23—To Ropes, &c., for Engineer's Office.....		5 49
Sept.	1—To 32 Poles.....		3 20
	8 Poles.....		1 20
	Tacks, 12 c., 60 ft. Pine, \$1.50.....		1 62
	5 Steel Points.....		2 50
	Ropes, &c. for Engineer's Office.....		6 60
	Wood for Engineer's Office.....		39 35
	6—To Oil Lamps, Broom, Stove and fixtures.....		9 90
Nov.	14—To 2 Extra Lamps & Tumblers.....		4 87
Dec.	31—To J. B. F. Navarre, Salary as contractor's agent and Engineer to December 31st, 1877.....		856 25
	Disbursements for labor used by J. B. F. Navarre in laying out work, from May 26th to December 31st.		161 55
			\$ 1,096 63
			Interest on above from January 1st, 1878, to Decem- ber 1st, 1893.....
			1,047 31
			\$ 2,143 94
1878.			
May	7—To Disbursements by J. B. F. Navarre, for Engineer's Office.....	\$	17 94
	Disbursements on account of Engineer's level.....		51 95
	31—For 141 hours labor with J. B. F. Navarre in laying out work during May.....		14 10
	Services of E. B. Cummings during the month of May, 9 days with J. B. F. Navarre, laying out work.....		36 00

June	30—To Disbursements for 90 hours labor with J. B. F. Navarre in June, in laying out work.....	\$9 00	RECORD.
	For services of E. B. Cummings in June, 6 $\frac{3}{4}$ days, on lines with J. B. F. Navarre.....	27 00	<i>In the Superior Court.</i>
July	3—To Disbursements for 188 hours labor with J. B. F. Navarre in July, laying out works.....	18 80	No. 12. Defendants' Exhibit
	For services of E. B. Cummings during July, 7 $\frac{1}{2}$ days with J. B. F. Navarre, laying out work.....	30 00	No. 6 Account Peters, Moore & Wright
	18—For services of one diver and 3 men, 1 day with J. B. F. Navarre, examining foundations for Crib work.	15 00	and Moore & Wright.
Aug.	30—To Disbursements for 277 hours labor with J. B. F. Navarre in August, in laying out work.....	27 70	16th Dec. 1893.
	For services of E. B. Cummings in August, 5 $\frac{3}{4}$ days on lines with J. B. F. Navarre, in laying out works.	23 00	<i>continued—</i>
	15—For services of 1 diver and 3 men with J. B. F. Navarre.	15 00	
	16—For services of 1 diver and 3 men with J. B. F. Navarre..	15 00	
	26—For services of 1 diver and 3 men with J. B. F. Navarre.	15 00	
Sept.	30—To Disbursements for 280 hours labor with Navarre during September, in laying out works.....	28 00	
	To services of E. B. Cummings, 4 days in September with Navarre, on laying out works.....	16 00	
Oct.	30—To Disbursements for 233 hours labor with Navarre in October on works.....	23 30	
	To services of E. B. Cummings, 6 $\frac{1}{2}$ days during October with Navarre on works.....	26 00	
Nov.	11—To Disbursements for 14 hours labor with Navarre during October on works.....	1 40	
	To paid for Boatman used by our agent, J. B. F. Navarre, and Peters, Moore & Wright during the year, to December 31st.....	60 00	
		<hr/>	
		\$ 470 19	
	To interest from December 31st, 1878, to December 1st 1893.....	420 79	
		<hr/>	
		\$ 890 98	
1879	To paid for Boatman used by our agent, J. V. Browne, and Peters, Moore & Wright during the year, to December 31st.....	140 00	
	To interest from December 31st, 1879, to December 1st 1893.....	116 90	
		<hr/>	
		\$ 256 90	

RECORD. 1880 <hr/> <i>In the Superior Court.</i> <hr/> No. 12. Defendants' Exhibit No. 6, Account Peters, Moore & Wright, and Moore & Wright, 16th Dec. 1893. <i>continued—</i>	1880  To paid for Boatman used by our agent, J. V. Browne, and Peters, Moore & Wright during the year, to to December 31st..... To interest from December 31st, 1880, to December 1st 1893.....  1881  To paid for Boatman used by our agent, J. V. Browne, and Peters, Moore & Wright during the year to Dec., 31st..... To interest from Dec. 31st, 1881, to Dec. 1st 1893.....  1879 June 7—To paid William Cook on acc't Peters, Moore & Wright. 10—To paid Anger & Strang for Notarial Deeds.....  To interest from June 30th, 1879, to Dec. 1st 1893.....  Aug. 21—To paid G. G. Stuart for written opinion as to the meaning of clauses in our contract with Q. H. C..... To interest from Aug. 21st. 1879, to Dec. 1st. 1893.....  Sept. 16—To paid Judgment A. Paquet vs. Peters and others..... To interest from Sept. 16th, 1879, to Dec. 1st 1893.....  Dec. 23—To paid William Cook for legal services on matters connected with our contract with Q. H. C..... To interest on same from Dec., 23rd. 1879, to Dec., 1st., 1893  To Disbursements and interest on acc't of Engineering Expenses connected with our contract, to Aug. 15, 1883, as per acct..... To interest on \$7069.06 at 6 per cent from Aug., 15 1883, to Dec. 1st., 1893.....	154 00 119 35 <hr/> \$ 273 35  187 00 133 70 <hr/> \$ 320 70  50 00 37 00 <hr/> \$ 87 00 75 25 <hr/> \$ 162 25  46 68 39 90 <hr/> \$ 86 58  529 55 451 18 <hr/> \$ 980 73  450 00 346 26 <hr/> \$ 796 26  8471 48 4364 85 <hr/> \$12,836.33
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		RECORD.
1882		
Sept. 5—	To paid fare and expenses of J. V. Browne from Welland, Ont., to Quebec, to attend before Arbitrators...	\$68 35
	To paid fare and expenses of E. Moore, from Portland to Quebec and return to attend before Arbitrators	20 25
3—	To paid expenses and attendance of E. B. Cummings from Portland to Quebec and return, before Arbitrators	60 00
5—	To paid Russell Hotel Co., for board of witnesses ; while attending before Board of Dominion Arbitrators	63 00
1882		
Nov. 16—	To paid fare and expenses of E. Moore, to attend meeting of Board of Q. H. C., on award of Arbitrators..	46 50
	Interest from Nov.. 16, 1882, to Dec., 1st. 1893.....	\$ 258 10 170 97
		\$ 420 07
1883		
May 4—	To paid fare and expenses of E. Moore to Quebec and return, to confer with Mr. Peters and Mr. Bossé on the Dominion Arbitrators' award.....	\$34 45
	Interest on above from May 4th, 1883, to December 1st, 1893.....	21 90
		\$56 35
Sept. 21—	To paid fare and expenses of E. Moore to Quebec and return, to consult with Mr. Peters and Mr. Bossé on award of the Dominion Arbitrators.....	\$26 00
	Interest on above from September 21st, 1883, to December 1st, 1893.....	15 87
		\$41 87
Oct. 13—	To paid J. G. Bossé on account of services rendered before the Dominion Board of Arbitrators.....	\$1,200 00
	Interest on same from October 13, 1883, to December 1st, 1893.....	724 39
		\$1,924 39
Nov. 22—	To paid J. V. Browne fare and expenses from Rochester, New York, to Quebec, to assist in making up accounts against Q. H. C. ..	\$41 50
	Interest on above from Nov. 22nd, 1883, to Dec. 1st 1893.....	24 96
		\$66 46

In the  
 Superior  
 Court.  
 No. 12  
 Defendants'  
 Exhibit  
 No. 6,  
 Account  
 Peters,  
 Moore &  
 Wright,  
 and Moore  
 & Wright,  
 16th Dec.  
 1893.  
*continued—*

RECORD.	Nov. 22—To Paid fare and expenses of E. Moore to Quebec and return to make up our accounts against Q. H. C. from Nov. 3rd to 23rd	\$27 50
<i>In the Superior Court.</i>	paid hotel expenses at Quebec for E. Moore and J. V. Browne for 19 days.....	95 00
No. 12		<hr/>
Defendants' Exhibit	Interest on above from November 22, 1883, to December 1st, 1893.....	\$122 50
No. 6, Account Peters, Moore & Wright and Moore & Wright, 16 Dec., 1893.		73 66
<i>continued—</i>		<hr/>
		\$196 16
Dec. 6—To paid J. V. Browne, check on account of services in making up accounts.....		\$150 00
	Interest on above from December 6th, 1883, to December 1st, 1893.....	89 88
		<hr/>
		\$239 88
1884		
Jan. 15—To paid J. V. Browne, check on account of services rendered at Arbitration and in making up our accounts.....		\$ 100 00
	Interest on above from January 15th, 1884, to December 1st, 1893.....	59 24
		<hr/>
		\$ 159 24
June 29—To paid Woodford Pilkington for services in preparing copies of estimates to be used in our case.....		200 00
	Interest on above from June 29th, 1884, to December 1st, 1893.....	113 06
		<hr/>
		\$ 313 06
Nov. 17—To paid fare and expenses of E. Moore to Quebec and return to consult with Bossé and Peters on the case before Judge Casault.....		28 60
	Interest on above from November 17th, 1884, to December 1st, 1893.....	15 44
		<hr/>
		\$ 44 04
1885		
Jan. 10—To paid for cable to Kinniple & Morris requesting a final certificate.....		3 60
April 20—To paid Woodford Pilkington, fare and expenses to Portland, to consult with Peters and myself as to our final certificate.....		40 00

Dec.	9—To paid Woodford Pilkington for services rendered before the Engineers K. & M., in certificate matter....	\$300 00	RECORD
			<i>In the Superior Court.</i>
	Interest on above from December 9th, 1885, to December 1st, 1893.....	164 20	No. 12. Defendants' Exhibit
		\$507 80	No. 6 Account Peters, Moore & Wright and Moore & Wright. 16th Dec. 1893.
1886	Feb. 4—To paid Taxes, Rent, &c., as charged in final certificate. Interest on above from February 4th 1886, to December 1st, 1893.....	1,799 56	
		843 90	
	16—To paid expenses of E. Moore to Quebec and return to consult with Bossé, Peters and Q. H. C. on our case.....	49 95	continued—
	To interest on above from Feb. 16th, 1886, to Dec. 1st 1893.....	23 27	
		\$ 73 22	
May	25—To paid expenses of E. Moore to Quebec and return, to confer with Bossé, Peters and Q. H. C. on K. & M. final certificate.....	42 00	
	To interest on above from May 25th, 1886, to Dec. 1st 1893.....	18 93	
		\$ 60 93	
June	16—To paid Expenses of E. Moore to Quebec and return to confer with Bossé and Peters and arrange papers for our suit.....	40 50	
	Interest on above from June 16th, 1886, to Dec. 1st 1893.....	18 10	
		\$ 58 60	
	21—To paid J. G. Bossé on account of fees and disbursements.....	200 00	
	Interest on above from June 21st, 1886, to Dec. 1st 1893.....	89 29	
		\$ 289 29	
Aug.	6—To paid Symonds & Libby for services in examining contract between Q. H. C. and Peters, Moore & Wright.....	\$ 10 00	
	Interest on above from Aug. 6th, 1886, to 1st Dec. 1893.....	4 38	
		\$ 14 38	

RECORD. 1887

<p style="text-align: center;">— <i>In the Superior Court.</i> —</p> <p>No. 12. Defendants' Exhibit No. 6, Account Peters, Moore &amp; Wright, and Moore &amp; Wright, 16th Dec. 1893. <i>continued—</i></p>	<p>Jan. 10—To paid expenses of E. Moore to Quebec and return to confer with Bossé and Cook on our case.....</p> <p>Interest from Jan. 10th, 1887, to Dec. 1st 1893.....</p>	<p>32 75</p> <p>13 49</p> <hr/> <p>\$46 24</p>
<p>March 4—To paid expenses of E. Moore to Quebec and return to confer with Bossé, Peters and Q. H. C. on our case.</p> <p>Interest on above from March 4th, 1887, to December 1st, 1893.....</p>	<p>42 75</p> <p>17 25</p> <hr/> <p>\$60 00</p>	
<p>April 14—To paid J. V. Browne on account of services rendered in Quebec case.....</p> <p>Interest from April 14th, 1887, to December 1st, 1893.....</p>	<p>100 00</p> <p>39 76</p> <hr/> <p>\$139 76</p>	
<p>26—To paid J. V. Browne on account of disbursements for fare and other expenses while attending as a witness before the Superior Court at Quebec...</p>	<p>233 00</p>	
<p>27—To paid E. B. Cummings for attendance as a witness, including his hotel bill and railroad fare, in case before Superior Court at Quebec.....</p> <p>Paid expenses of E. Moore to Quebec and return, including hotel bill and railroad fares, while attending before Superior Court at Quebec.....</p>	<p>146 50</p> <p>61 30</p> <hr/> <p>\$440 80</p>	
<p>Interest on above from April 27th, 1887, to December 1st, 1893.....</p>	<p>174 27</p> <hr/> <p>\$615 07</p>	
<p>May 13—To paid A. H. Jacobs for attendance before Superior Court as witness, including hotel bill and railroad fares.....</p> <p>Paid expenses of E. Moore to Quebec and return, including hotel bill and railroad fares.....</p> <p>Paid witnesses Glackmeyer, Doroso, Lagacé, Kenne, Emond.....</p> <p>Paid William Cook, on account of services.....</p>	<p>96 56</p> <p>46 56</p> <p>25 00</p> <p>150 00</p> <hr/> <p>\$318 06</p>	
<p>Interest on above from May 13th, 1887, to December, 1st, 1893.....</p>	<p>124 89</p> <hr/> <p>\$442 95</p>	

June	27—To paid J. G. Bossé on account of disbursements.....	\$150 00	RECORD.
	28—To paid William Cook on account of disbursements.....	100 00	—
		<hr/>	<i>In the</i>
		\$250 00	<i>Superior</i>
			<i>Court.</i>
	Interest on above from June 28th, 1887, to December		
	1st, 1893.....	96 32	No. 12
		<hr/>	Defendants'
		\$446 32	Exhibit
Aug.	30—To paid Gen. T. L. Casey, \$50; Col. J. A. Smith, \$25;		No. 6,
	Frederick Ilsley, \$54; J. Morion, \$10; H. C.		Account
	Curtis, \$10; George Butterfield, \$10; Henry		Peters,
	Coffey, \$10; George E. Runyan, \$10, for attend-		Moore &
	ance and expenses before Commission at Portland.	\$179 00	Wright,
	Paid W. M. Marks for printing used before the Com-		and Moore
	mission.....	12 00	& Wright,
	Fees of Commissioners at Portland, Me.....	400 00	16th Dec.
			1893.
			<i>continued—</i>
		<hr/>	
		\$591 00	
	Interest on above from August 30th, 1887, to De-		
	ceMBER 1st, 1893.....	221 62	
		<hr/>	
		\$812 62	
1888			
March	21—To paid William Cook on account of fees and disburse-		
	ments.....	\$150 00	
	22—To paid railroad fares, hotel bills and expenses of wit-		
	nesses attending Court in our case, 18 days.....	116 70	
	31—To paid J. G. Bossé, on account of disbursements and		
	fees in our suit against Q. H. C.....	300 00	
		<hr/>	
		\$566 70	
	Interest on above from March 31st, 1888, to De-		
	ceMBER 1st, 1893.....	192 66	
		<hr/>	
		\$759 36	
1888			
May	1—To paid E. B. Cummings for services in our case.....	18 00	
	8—To paid J. V. Browne for services and railroad fares....	51 40	
	14—To paid J. V. Browne for services.....	102 00	
	paid J. V. Browne railroad expenses and hotel bill..	58 10	
	15—To paid E. Moore expenses to Quebec and return, and		
	hotel bill.....	34 70	
		<hr/>	
		\$264 20	
	Interest on above from May 15th, 1888, to December		
	1st, 1893.....	87 80	
		<hr/>	
		\$352 00	

RECORD.	June 14—	To paid William Cook on account of fees and disbursements in our suit against Q. H. C .....	\$100 00
<i>In the Superior Court.</i>		Interest on above from June 14, 1888, to December 1st., 1893.....	32 76
			<hr/>
No. 12			\$132 76
Defendants' Exhibit	1889		
No. 6,	June 1—	To paid William Cook on account of fees and disbursements in our suit against Q. H. C.....	500 00
Account Peters, Moore & Wright and Moore & Wright, 16 Dec., 1893.		Interest on above from June 1st, 1889, to December 1st., 1893.....	135 00
<i>continued—</i>			<hr/>
			\$635 00
	Nov. 15—	To paid E. S. Curtis, for typewriting in Quebec case....	10 00
	Dec. 13—	To paid E. Moore's and Cook's expenses at Montreal on Quebec case.....	27 75
			<hr/>
			\$37 75
		Interest on above from Dec., 13th, 1889, to December 1st., 1893.....	11 20
			<hr/>
			\$48 95
	1890		
	May 26—	To paid E. Moore and Cook's expenses to Montreal on Quebec case.....	24 85
		Interest on above from May 26, 1890, to December 1st., 1893.....	6 17
			<hr/>
			\$31 02
	June 19—	To paid William Cook's draft on account of disbursements in Q. H. C., case.....	\$195 00
		Interest on above from June 19th, 1890, to December 1st, 1893.....	40 38
			<hr/>
			\$235 38
	Dec. 31—	To paid E. Moore's and Cook's expenses to Montreal on Quebec case.....	33 75
		Interest on above from December 31, 1890, to December 1st, 1893.....	5 88
			<hr/>
			\$39 63
	1891		
	Jan. 17—	To paid John A. Hayden, for copying papers.....	38 00
		Interest on above from January 17th, 1891, to December 1st, 1893.....	6 56
			<hr/>
			\$44 56

March 3—To paid E. Moore's, Cook's and Osler's expenses at Montreal and Ottawa on case before Supreme Court.	\$186 51	RECORD
Interest on above from March 3rd, 1891, to December 1st, 1893.....	30 71	<i>In the Superior Court.</i>
	<hr/>	
	\$217 22	No. 12. Defendants' Exhibit
Oct. 13—To paid William Cook, draft for printing.....	305 75	No. 6 Account Peters, Moore & Wright and Moore & Wright. 16th Dec. 1893.
Interest on above from October 13th, 1891, to December 1st, 1893.....	39 09	<i>continued—</i>
	<hr/>	
	\$344 84	
1892		
April 26—To paid E. Moore's and Cook's expenses to Ottawa to confer with Minister of Public Works as to the payment of our Judgment.....	34 00	
Interest on above from April 26th, 1892, to December 1st, 1893.....	3 28	
	<hr/>	
	\$37 28	
July 4—To paid fare and expenses of E. Moore to Quebec and return, to consult with Mr. Peters and Mr. Cook as to the payment of the judgment of the Supreme Court.....	27 50	
Oct. 31—To paid fare and expenses of E. Moore to Quebec and return, to settle our judgment with Q. H. C....	56 25	
	<hr/>	
	\$83 75	
Interest on above from October 31st, 1892, to December 1st, 1893.....	5 43	
	<hr/>	
	\$89 18	
25—To paid J. G. Bossé balance due him on account of fees and disbursements.....	1,871 50	
Paid W. & A. H. Cook on account of fees and disbursements.....	4,841 47	
	<hr/>	
	\$6,712 97	
Interest on above from October 25th, 1892, to December 1st, 1893.....	442 42	
	<hr/>	
	\$7,155 39	

RECORD. 1893.

<p>— In the Superior Court. — No. 12. Defendants' Exhibit No. 6, Account Peters, Moore &amp; Wright, and Moore &amp; Wright, 16th Dec. 1893. continued—</p>	<p>July 25—To paid W. &amp; A. H. Cook, balance due on account of fees and disbursements..... \$898 34 Interest on above from July 25th, 1893, to December 1st, 1893..... 18 89</p> <hr/> <p>Dec. 1—To paid J. G. Bossé, on account of interest on draft..... 297 65</p> <hr/> <p>Total in principal and interest..... \$ 39,757 63</p>
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(Endorsed)—Defendants' Exhibit No. 6, filed Dec. 16, 1893. P. M. Dep. P. S. C.

MR. SIMON PETERS.

To MOORE & WRIGHT Dr.

No. 13  
Defendants'  
Exhibit  
No. 7,  
Account  
Peters,  
with Moore  
& Wright,  
16th Dec.  
1893.

1878			
<p>May 18—To Diver, armor and 3 men..... \$ 15 00 20 do. do. do. .... 15 00 22 do. do. do. .... 15 00 23 2 men putting stone on platform of 120 ft. Crib, B. W. .... 2 00 24 2 men putting stone on platform of 120 ft. Crib, B. W. .... 2 00</p>	<p>June 6—To use of dredge ½ day filling Northern Cribs, at B. W. .... 75 00 Coil rope and chain..... 15 30 27 Blacksmith and helper 3 hours each at 45c..... 1 35</p>		
			\$ 140 65
		Interest on above from June 30th, 1878, to Dec. 1st 1893.....	129 95
			<hr/> \$ 270 60
<p>July 18—To Diver, armor and 3 men..... 15 00 24 Use of 2 scows at \$3 per day..... 6 00 Use of armor and diver, with 3 men and chains..... 15 00 25 Use of 2 scows at \$3 per day..... 6 00 Use of armor and diver with 3 men and chains..... 15 00 26 do. do. do. do. do. .... 15 00 do. 2 scows at \$3 per day..... 6 00 27 do. Armor and diver with 3 mens and chains.... 15 00 do. 2 scow at \$3 per day..... 6 00 do. Tug H. C. Curtis, setting crib No. 1..... 10 00</p>			

Jacobs W

P. 405 l. 30  
" 406 l. 38  
" 409 l. 4

Moore W

P. 436 l. 3  
" 439-40 l. 26  
" 447 l. 3  
" 448 l. 3 et seq

H. J. Peters

P. 463 l. 12

Albert Peters W

P. 469 l. 32  
" 470 l. 7

July	29—To use of 2 scows at \$3 per day.....	\$6 00	RECORD.
	30 do. 2 do. do. ....	6 00	—
	31 do. 2 do. and chains.....	7 00	<i>In the Superior Court.</i>
		<hr/>	
		\$128 00	
	To interest on above from July 31st, 1878, to Dec. 1st 1893.....	117 76	No. 13 Defendants' Exhibit
		<hr/>	No. 7,
		\$245 76	Account
Aug.	1—To use of 3 scows at \$3 per day.....	9 00	Peters,
	do. 2 divers and armors and 6 men, on cribs....	30 00	with Moore
	2 do. 2 scows at \$3.....	6 00	& Wright,
	do. 2 divers and armors and 6 men, on cribs....	30 00	16th Dec.
	3 do. 2 do. do. do. do. ....	30 00	1893.
Aug.	3 to 20 do. dredge removing stone dumped out of deep crib when No. 1 crib turned over.....	250 00	<i>continued—</i>
	5 do. 2 divers and armors and 6 men, on cribs....	30 00	
	do. Deck scow and 3 men $\frac{1}{2}$ day.....	3 00	
	do. 2 scows, 1 day.....	6 00	
	6 do. 2 scows at \$3 per day.....	6 00	
	7 do. 2 do. do. do. ....	6 00	
	8 do. 2 do. do. do. ....	6 00	
	9 do. 2 do. do. do. ....	6 00	
	10 do. 2 do. do. do. ....	6 00	
	12 do. 2 do. do. do. ....	6 00	
	13 do. 2 do. do. do. ....	6 00	
	do. 1 diver with armor and 3 men.....	15 00	
	do. 7 men sinking crib, at \$1.25.....	8 75	
	14 do. 7 do. do. \$1.25.....	8 75	
	do. 2 scows at \$3 per day.....	6 00	
	15 do. 2 do. do. ....	6 00	
	16 do. 1 do. do. ....	3 00	
	17 do. 1 do. do. ....	3 00	
	19 do. 1 do. do. ....	3 00	
	20 do. 1 do. do. ....	3 00	
	do. Engineer to run pile driver.....	4 00	
	21 do. do. do. do $\frac{1}{2}$ day.....	2 00	
	do. 1 scow at \$3 per day.....	3 00	
	22 do. 1 do. do. ....	3 00	
	23 do. 1 do. do. ....	3 00	
	24 do. 2 do. one $\frac{1}{2}$ day, one all day.....	4 50	
	26 do. 2 do. at \$3 per day.....	6 00	
	27 do. 2 do. do. ....	6 00	
	28 do. 2 do. do. ....	6 00	
	29 do. 2 do. do. ....	6 00	
	do. 2 diver's armors and 6 men.....	30 00	
	do. Tug H. C. Curtis 1 hour.....	2 50	

RECORD.	Aug.	29—To use of 2 divers armors and 6 men.....	\$30 00
		do. 2 scows at \$3 per day.....	6 00
<i>In the Superior Court.</i>	31	do. 2 divers armors and 6 men.....	30 00
		do. 2 scows at \$3 per day.....	6 00
			<hr/>
No. 13			\$640 50
Defendants' Exhibit		To interest on above from August 31st, 1878, to Dec. 1st 1893.....	586 05
No. 7, Account Peters, with Moore & Wright, 16 Dec., 1893. <i>continued—</i>			<hr/>
			\$1,226 55
	Sept.	2—To use of 2 scows at \$3 per day.....	\$ 6 00
		3 do. 2 do. do. ....	6 00
		do. 2 divers armors and 6 men.....	30 00
		4 do. 2 do. do. ....	30 00
		do. 2 scows at \$3 per day.....	6 00
		5 do. 2 divers armors and 6 men.....	30 00
		14 do. 1 do. do. 3 men $\frac{1}{2}$ day.....	4 25
		16 do. Diver armor and men.....	15 00
		18 do. 1 diver armor and 3 men.....	15 00
		19 do. 1 do. do. do. $\frac{1}{2}$ day.....	7 50
		20 do. 1 do. do. do. 1 day.....	15 00
		11 do. 1 do. do. do. 1 day.....	15 00
		25 do. 2 Diver armors and 6 men.....	30 00
			<hr/>
			\$209 75
		To interest from Sept. 20th, 1878, to Dec. 1st, 1893....	190 80
			<hr/>
			\$400 55
	Oct.	1—To 1 Diver armor and 3 men.....	15 00
		1 do. ....	15 00
		1 do. and 3 men.....	15 00
		3 1 do. do. $\frac{1}{2}$ day.....	7 50
		4 1 do. do. $\frac{1}{2}$ day.....	7 50
		5 Use of Tug Curtis towing Crib No. 7.....	10 00
		do. 1 Diver armor and 3 men, getting anchor....	10 00
		8 3 hours labor, Blacksmith and helpers.....	1 35
		12 ft. of 2x $\frac{1}{2}$ iron.....	1 00
		Use of Dredge $\frac{1}{2}$ day filling Northern Crib with Ballast, B. W.....	75 00
		14 3 hours labor, Blacksmith and helpers.....	1 35
		16 Towing Pile Driver to No. 7 Crib.....	10 00
		17 Use of Blacksmith and helpers, 1 hour.....	0 45
		18 do. 2 Blacksmith and 2 helpers, 3 hours.....	2 85
		19 do. 2 do. 2 do. 1 do. ....	0 95
		21 do. 1 do. 1 do. $\frac{1}{2}$ do. ....	0 22

Oct.	21—To 32 lbs. iron.....	\$ 1 00	RECORD
	23 Labor of 3 men, 5 hours each.....	1 50	
	25 do. 3 do. 5 do. ....	1 50	<i>In the</i>
	26 do. 2 Bateaux sinking No. 9 Crib.....	20 00	<i>Superior</i>
	28 do. 1 Diver armor and 3 men $\frac{1}{2}$ day.....	7 50	<i>Court.</i>
		<hr/>	No. 13
		\$ 264 67	Defendants'
	Interest on above from October 31st, 1878, to Decem- ber 1st, 1893.....	239 37	Exhibit
		<hr/>	No. 7,
		\$ 504 04	Account
			Peters,
			with Moore
			& Wright,
			16th Dec.
			1893.
Nov.	6—To labor of 2 Divers armors and 6 men.....	30 00	<i>continued—</i>
	11 do. 1 do. 3 men $\frac{1}{2}$ day.....	7 50	
	12 do. 1 do. 3 men 1 day.....	15 00	
	13 do. 1 do. 3 men.....	15 00	
	14 Paid for brush placed under Gas House Crib.....	6 15	
	16 Use of 1 Diver armor and 3 men, 1 day.....	15 00	
	21 Labor of 2 men $\frac{1}{2}$ day, preparing Piles.....	1 25	
	22 do. 4 men $\frac{1}{2}$ day on Pile Driver on Crib No. 9..	2 00	
	26 do. 5 men 17 hours, Ballast Crib No. 9.....	2 00	
	27 do. 2 men $\frac{1}{2}$ day.....	1 25	
	do. 4 men 1 day.....	5 25	
	28 do. 4 men $\frac{1}{2}$ day.....	2 50	
	29 do. 4 men 1 day.....	6 00	
		<hr/>	
		\$ 109 40	
	Interest on above from November 30th, 1878, to December 1st, 1893.....	98 40	
		<hr/>	
		\$ 207 80	
Dec.	2—To labor of 2 men $\frac{1}{2}$ day, Testing Francis cement.....	1 25	
	Coil of 3 in., Manilla Rope, 55 fathoms.....	11 25	
	do. 2 $\frac{1}{2}$ in. do. 30 do. ....	4 05	
	1 Lowmore iron chain, 75 lbs. at 7c.....	5 25	
	237 Toise Stone at \$3 per Toise, placed in low Crib work by order of Engineers during November and December, 1878, at Gas House.....	711 00	
	60 days labor on same at 80c.....	48 00	
		<hr/>	
		\$ 788 20	
	Interest on above from December 31st, 1878, to Decem- ber 1st, 1893.....	706 00	
		<hr/>	
		\$ 1,494 20	

RECORD. 1879.

<p>— In the Superior Court. — No. 13</p>	<p>June 9—To use of 2 Divers armors and 6 men, 1 day.....</p> <p>9 do. 2 do. 6 men, 1 day.....</p> <p>10 do. 2 do. 6 men, 1 day.....</p> <p>11 do. 2 do. 6 men, ½ day.....</p> <p>28 do. 2 do. 6 men, ½ day.....</p>	<p>\$30 00</p> <p>30 00</p> <p>30 00</p> <p>15 00</p> <p>15 00</p>
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Defendants'  
Exhibit  
No. 7,  
Account  
Peters,  
with Moore  
& Wright,  
16 Dec.,  
1893.

<p>Interest on above from June 30th, 1879, to December 1st, 1893.....</p>	<p>\$ 120 00</p> <hr/> <p>103 80</p> <hr/> <p>\$ 223 80</p>
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1879.  
continued— July

<p>1—To use of 2 Divers Armors and 6 men, ½ day.....</p> <p>2 do. 2 do. 6 men, 1 day.....</p> <p>7 do. 2 do. 6 men, 1 day.....</p> <p>8 do. 2 do. 6 men, 1 day.....</p> <p>9 do. 2 do. 6 men, ½ day.....</p>	<p>\$15 00</p> <p>30 00</p> <p>30 00</p> <p>30 00</p> <p>15 00</p>
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<p>Interest on above from July 31st, 1879, to December 1st, 1893.....</p>	<p>\$120 00</p> <hr/> <p>103 20</p> <hr/> <p>\$223 20</p>
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<p>Aug 12—To use of Tug towing raft from mill to works, 2 hours..</p> <p>27—To use of Diver Armor and 3 men, ½ day.....</p> <p>29—To Delayed on account of Piling not ready.....</p> <p>30—To use of 1 Diver Armor and 3 men ½ day, removing a Pile.....</p>	<p>\$15 00</p> <p>7 50</p> <p></p> <p>7 50</p>
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<p>Interest on above from August 31st, 1879, to Decem- ber 1st, 1893.....</p>	<p>\$30 00</p> <hr/> <p>25 65</p> <hr/> <p>\$55 65</p>
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<p>Sept. 26—To use of 1 Diver Armor and 3 men, ½ day, removing a broken pile.....</p> <p>30—To use of 2 Divers Armors and 4 men ½ day, removing a broken pile.....</p>	<p>\$7 50</p> <p>15 00</p>
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<p>Interest on above from Sept. 30th, 1879, to Decem- ber 1st, 1893.....</p>	<p>\$22 50</p> <hr/> <p>19 12</p> <hr/> <p>\$41 62</p>
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Oct.	1—To use of 2 Divers Armors and 4 men ½ day, removing a broken pile.....	\$15 00	RECORD.
	23—To use of 2 Divers Armors and 6 men 1 day, removing floor and stone from shoal cribs.....	30 00	<i>In the Superior Court.</i>
	24—To use of 2 Divers Armors and 6 men 1 day.....	30 00	—
	25— do. 2 do. do. 6 men 1 day.....	30 00	No. 13
	27— do. 2 do. do. 8 men 1 day.....	33 00	Defendants' Exhibit
	28— do. 2 do. do. 8 men 1 day.....	33 00	No. 7,
		<hr/>	Account
	To interest on above from Oct., 31st, 1879, to 1st Dec., 1893.....	\$171 00	Peters, with Moore & Wright, 16th Dec. 1893.
		144 49	<hr/>
		\$315 49	<i>continued—</i>
	To 175 toise of stone at \$3 per toise, placed by order of the Engineers on northern crib work and shoal crib work and shoal crib during November and December 1879, to protect the same from ice.....	\$525 00	
	To 50 days labor on same at \$1.....	50 00	
	To 76 days labor protecting the ends of the masonry and low crib work during winter of 1878 and 1879....	76 80	
		<hr/>	
		\$651 80	
	Interest on above from Nov., 18th, 1879, to December 1st, 1893.....	548 67	
		<hr/>	
		\$1200 47	
1880			
May	26—To 30 days labor with foreman in removing concrete from end of masonry wall, destroyed by ice on account of the masonry not being properly protected. Interest on above from May 26th, 1880, to December 1st, 1893.....	\$50 00	
		40 54	
		<hr/>	
		\$90 54	
May	26—To use of Dredge in taking out cut stone from off the bottom near the ends of Deep Crib.....	\$250 00	
June	3—To 130 c. yds. of concrete to replace the quantity which was destroyed by ice, on account of the work not being properly protected by Mr. Peters and his masons.....	617 50	
		<hr/>	
		\$917 50	
	Interest on above from June 3rd, 1880, to December 1st, 1893.....	742 65	
		<hr/>	
		\$1660 15	

RECORD.	Nov.	14—To 36 Toise of stone placed on Wet Dock Cribs by order of the Engineers, at \$3.50 per toise, to protect the stone capping from ice.....	\$126 00
		18—To 13 days labor on the above.....	13 00
			\$139 00
In the Superior Court.		Interest on above from Nov., 30th 1880, to December 1st, 1893.....	108 42
			\$247 42
No. 13 Defendants' Exhibit No. 7, Account Peters, with Moore & Wright, 16 Dec., 1893. <i>continued—</i>		To interest on \$5,000 drawn by Mr. Peters on February 28th, 1880, and deducted from Moore & Wright's Estimate on their portion of the work, and not refunded by Mr. Peters until July 13th, 1880.....	\$137 50
Total Amount of Account \$4522.51, and interest added, making a total of.....			\$8427 38

(Endorsed)—Defendants' Exhibit No. 7. Filed Dec., 16th 1893.  
P. M., Dep. P. S. C.

No. 14. Plaintiff's Special Answer, 7th June, 1894.	Canada, Province of Quebec, } District of Quebec. }	In the Superior Court.
	No. 2453.	
	S. Peters, . . . . .	Plaintiff.
		vs.
	E. Moore <i>et al.</i> , . . . . .	Defendants.

The Plaintiff for special answer unto the plea of exception filed by the Defendants, without admitting, but on the contrary, specially denying the truth of all and every the allegations therein contained except such as are hereinafter specially admitted, doth allege and say :

1. That the facts pleaded in the paragraph numbered 1 in the said special answer are true.
2. That it is true that the Plaintiff and the Defendants did enter into the contract of the fourth of May, 1877, passed before John Strang, but that the covenants therein contained speak for themselves.
3. That it is true as admitted by the Defendants that they were entitled to the moneys paid by the Quebec Harbour Commissioners in respect of the work done by them and to no other and greater sum, of which admission made by the Defendants the Plaintiff prays *acte*.
4. That notwithstanding the said admission of the Defendants that they were entitled to no other or greater sum than that due in respect to the work

done by them they the Defendants by their plea and the statements therewith produced seek to obtain payment for work they never did, and moreover seek to obtain payment of the *bulk* sum of \$529,296.31 mentioned in the final certificate of the Engineers less any amount which the Plaintiff may be able to establish that he did work for, and they, Defendants, refuse to give any statement of the work performed by them or the monies by them received on account, notwithstanding their said admission.

5. That it is wholly untrue that they, the Defendants, executed all the works referred to in the contract with the Quebec Harbour Commissioners with the exceptions mentioned in their plea; And it is altogether untrue that they, the Defendants, were entitled to be paid the total contract price less any amounts which the Plaintiff might claim against Defendants for work done.

6. That the contract was originally awarded to the Plaintiff who of his own free will, and in consideration of the bonus of (\$5,000) five thousand dollars mentioned in the declaration associated the Defendants with him in the contract, the whole as appears by the said contract.

7. That the price to be paid for the works to be performed was specially stipulated and fixed by the contract at the stated *bulk* sum of five hundred and fifty-four thousand two hundred and ninety-six dollars and thirty-one cents (\$554,296.31) less however twenty-five thousand dollars (\$25,000) being a provisional sum included for certain purposes and explained at page 5 of the specification book and mentioned on the form A of the supplementary tender thus making the "bulk" and stipulated price of contract five hundred and twenty-nine thousand, two hundred and ninety-six dollars and thirty-one cents (\$529,296.31) that amount being the sum mentioned in the engineers' certificate as the first item thereof. The other items of said certificate having reference to the extra or additional work.

8. That although the contract price was stated and settled at a *bulk* sum and although the engineers had a right to make all the changes mentioned in the specification and substitute other works for those mentioned in the contract without altering the contract price.—Nevertheless it was also stipulated in the said conditions of the contract and specification that extra or additional work was to be paid for at the same prices as stipulated on the said specification and tender above mentioned.

9. That all of the additional work allowed for in the said engineer's certificate was allowed under the clauses and conditions of the said specification, conditions and bills of quantities.

10. That it is true that as between themselves, Peters, Moore & Wright, no partnership existed in respect of the works to be done by each of them respectively under their contract with the Quebec Harbour Commissioners, but that with respect to all works under said contract done by them or each of them respectively they bound themselves in and by their said contract with the Quebec Harbour Commissioners to perform the said work "in accordance with said specification and bills of quantities and form of tender and conditions therein contained as set forth in the same." "All the prices being therein set forth."

11. That with respect to said specifications, bills of quantities and form of tender it was agreed that they "do and shall form and become an integral part

RECORD

—  
In the  
Superior  
Court.  
—

No. 14.  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.

continued—

RECORD. " of this contract and shall be considered as if they were duly written and inserted  
" therein."

In the  
Superior  
Court.

No. 14.  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.  
continued—

12. That in their said deed of the fourth day of May 1877, between the contractors themselves, it was stipulated " that the said proposed works shall be executed by the parties to these presents in the proportions hereinafter mentioned that the said works shall be paid for, that is to say that the said parties shall be entitled to participate in the moneys to be received from the said Quebec Harbour Commissioners under the said contract as hereinafter set forth," and it was also stipulated in the said deed as follows: " And it is hereby agreed between the said parties to these presents that they the said parties to these presents shall be paid by the said Quebec Harbour Commissioners for their aforesaid works as the same shall progress in accordance with the schedule of prices annexed to the said main contract and upon the certificates to be granted to the parties hereto by the Resident Engineer. 10

13. That according to the said schedule of prices annexed to the said contract the cost of the work to be done by each of the contractors respectively was as follows:—By the Plaintiff one hundred and forty-five thousand eight hundred and sixty-eight dollars and seventy-six cents (\$145,868.76) and by Messrs. Moore & Wright, three hundred and eighty-three thousand four hundred and twenty-seven dollars and fifty-five cents (\$383,427.55), as the whole will appear by the statement, Plaintiff's Exhibit No. 13, produced and in confirmation of which the Plaintiff produces a memorandum, made at the time showing the correctness of the said statements marked Plaintiff's Exhibit No. 8. 20

14. That it is true that the Engineers of the Quebec Harbour Commissioners had the right as alleged of making all the modifications alterations as pleaded at the prices mentioned in the said schedule blue book accompanying said contract and forming part thereof. All such changes and modifications were not in any way to vitiate the contract price but works substituted for those contemplated in the contract were to be paid for as extra work when their value exceeded original work contemplated. 30

15. That it was contemplated at the time of the making of the said contract to make a very important change in the said works proposed, altering to a great extent the said contract by doing away with a large and principal part of said works and substituting therefor a stone wall that is to say, the following stipulation was made, to wit: " That the Quebec Harbour Commissioners shall have the power and right under the present contract to substitute a stone facing backed with eight to one Portland cement concrete to the Quay walls in accordance with the plan of drawing numbered (22) twenty-two and the specification lettered B annexed to these presents and signed by the parties hereto, by the intervening parties hereinafter named and by the said Notary *ne varietur* for the whole length of the walls (3,550 feet in all) or for any less length thereof in lieu of the fine Portland cement concrete and timber face as shown in the contract drawings for the sum of eighteen thousand three hundred and ninety-three dollars and fifty-eight cents Canada currency (\$18,393.58) for the whole length of the walls or a proportionate sum of eighteen thousand three hundred and ninety-three dollars and fifty-eight cents or any portion of the same becoming due to the contractors according to this clause to be considered as extra work and paid for as 40

See opp side

RECORD.

In the  
Superior  
Court.

No. 14  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.  
continued—

sioners had declared their option of substituting the stone wall for original work being a full and complete statement of the work to be done under the contract with the Harbour Commissioners

That it is true that the parties both Plaintiff and Defendants under their contract with the said Commissioners were entitled to be paid for their work.

That it was specially agreed in the deed between the parties hereto of the fourth day of May 1877, that they the said parties should be paid by the said Harbour Commissioners for their aforesaid work as the same shall progress in accordance with the schedules annexed to the main contract and upon the certificates to be granted to the said parties hereto by the Resident Engineer. 10

That the said parties, Peters, Moore & Wright were granted from time to time under the terms of the main contract as the said works progressed certificates or progress estimates of the work done and performed by them, copies of which are herewith produced by which it appears that the said stone wall so constructed by the said Plaintiff cost the total sum of (\$52,824.57) fifty-two thousand eight hundred and twenty-four dollars and fifty-seven cents up to the close of the season A D 1880. And it further appears by the synopses of accounts brought down to the close of the working season A. D. 1881, that the cost of the said stone wall really amounted to the sum of (\$82,834.82) eighty-two thousand eight hundred and thirty-four dollars and eighty-two cents, which was the amount 20 that the Plaintiff should have been allowed.

That said Exhibits Nos. 16 and 17 are extracts from the books of the Resident Engineer, and originals of said statements all certified and signed by said Resident Engineer and originals of said statements all certified and signed by said Resident Engineer W. Pilkington and St. George Boswell, Assistant Engineer.

That the said certificates were so granted pursuant to the specification forming part of the said contract as stated in page fourteen thereof.

That inasmuch as the stone wall was substituted for other work the said certificates or progress estimates relating to the said wall were of special impor- 30 tance and were accepted by the said Peters, Moore & Wright.

That inasmuch as the moneys paid under said certificates were paid to the contractors Peters, Moore & Wright as one party and on account of the bulk price for which the total works were to be undertaken it became the interest of the said parties as between themselves to ascertain that too much of the total or bulk price was not unduly received by the Plaintiff Peters or by the Defendants Moore & Wright inasmuch as the payments made were on account of the bulk sum aforesaid and when these payments were made they were made by separate cheques all payable to Peters, Moore & Wright and that the contractors endorsed the cheques that were given for the Plaintiff's share of the work as per progress 40 estimate and the Plaintiff endorsed the cheques given to meet the Defendants' portion of the progress estimates.

That the said certificate or progress estimates established between the said Plaintiff and the said Moore & Wright the work done and the cost of the said stone wall as above at \$

That the amounts due to the parties Plaintiff & Defendants respectively under the said certificate or progress estimates are shown by the statement here-

“ such, but further it is understood and agreed that in the event of the Commis-  
“ sioners ordering the stone face to be substituted for the timber and concrete face  
“ of the whole length of the walls or any portion thereof it shall not in any way  
“ render void, novate, or vitiate any of the stipulations and conditions of the con-  
“ tract nor in any way release the parties or intervening parties who do signify  
“ their approval to this clause by their initials.”

RECORD.

—  
In the  
Superior  
Court.

—  
No. 14  
Plaintiff's  
Special  
Answer,  
7th June  
1894.

continued—

16. That at the time of the making of the said contract, it was estimated  
that the said stone wall would, if built, exceed in value the work for which it  
was to be substituted by the said sum of (\$18,393.58) eighteen thousand three  
10 hundred and ninety-three dollars and fifty-eight cents, and in such estimate it was  
agreed that the said sum should be paid as extra work together with a further  
sum of two and one-half (2½ c.) per foot for rough boucharding and herewith the  
Plaintiff produces the estimate marked No. 15 made of the cost of the said stone  
wall on the ninth day of April, 1877, previous to the signing of the contract.

That the said estimate (Exhibit 15) shows that the stone wall was estimated  
at the cost of (\$73,831.89) seventy-three thousand eight hundred and thirty-one  
dollars and eighty-nine cents, and adding (\$3,546.51) three thousand five hundred  
and forty-six dollars and fifty-one cents for rough boucharding makes the total  
cost (\$77,378.40) seventy-seven thousand three hundred and seventy-eight dollars  
20 and forty cents which was and is correct according to the contract prices.

That the work for which the stone wall was substituted was as shown at  
page 5 of Plaintiff's Exhibit No. 6, and that by reason of the building of the  
said stone wall the Defendants did not do fine concreting to the extent of  
(\$27,280.25) twenty-seven thousand two hundred and eighty dollars and twenty-  
five cents, as per bills of quantities the whole as shown in Plaintiff's Exhibit  
No. 6.

That after the passing of the said contract the Harbour Commissioners  
availed themselves of their option to make the said important change in the pro-  
posed work by substituting the proposed stone wall, &c., for certain other work  
30 which was contracted to be done under the original contract, and herewith is  
produced the original letter or notification of such option given to the contractors  
Peters, Moore & Wright, signed on the seventh day of June, 1877, by the En-  
gineers and by the Resident Engineer on the twenty-seventh day of June, 1877.

And the Plaintiff further says and alleges that in accordance with the said  
option so made by the said Commissioners the said original contract was changed  
and modified under the contract and that he the Plaintiff did build the said  
stone wall and perform all the work in connection therewith according to the  
said contract with the Commissioners.

That herewith the Plaintiff produces the following statement :

40 (1) A statement showing the work contracted to be done under the original  
contract showing the work to be done by the Plaintiff together with prices  
thereof according to the tender and the specification ; and showing the work to  
be done by the Defendants according to the said tender and specification before  
the said stone wall was substituted for the work originally contracted to be done  
statement being Ex. No. 13.

(2) A statement showing the work to be done by the Plaintiff and the  
Defendants respectively at the said contract prices after the Harbour Commis-

with produced as Plaintiff's Exhibit No. 10, the said Exhibit containing copies of the certificates of payment given by the Resident Engineer to the Contractors Peters, Moore & Wright.

That the amounts due to the parties Plaintiff and Defendants respectively under the said certificate or progress estimates are shown by the statement herewith produced as Plaintiff's Exhibit No. 10.

That herewith produced is a certificate signed by the Secretary Treasurer of the Quebec Harbour Commission on the twenty-sixth day of March 1885, furnished unto the said contractors, Peters, Moore & Wright, for the payments made 10 them, distinguishing the amounts paid the Plaintiff from those paid to the Defendants, the first column showing the amounts paid the Defendants.

27. That it is true as alleged by the Defendants that in execution of the powers conferred by the said contract the said Chief Engineer issued the final certificate referred to in the declaration, which final certificate, save as to deductions for pretended clerical error in dredging and for levelling sand, disallowed by the Supreme Court was declared by the said Court to be binding upon the parties hereto and the Quebec Harbour Commissioners.

28. That with respect to the said judgment of the Supreme Court the pretended clerical error above referred to was the item thus entered in the certificate 20 to wit: "Less clerical error and dredging under tidal cribs \$34,472" of which sum (\$31,050) thirty-one thousand and fifty dollars was held to have been wrongfully deducted, and which latter sum was therefore added to the amount of the said certificate.

29. That the deduction made in the said certificate of (\$13,326) thirteen thousand three hundred and twenty-six dollars was held to be excessive by the sum of (\$4,407.50) four thousand four hundred and seven dollars and fifty cents, which sum was also added to the total amount of the certificate, making the total amount as follows:

30	Amount of Engineer's certificate.. .. .	\$52,011 21	
	Pretended clerical error erroneously deducted....	\$31,050 00	
	Excessive charge on removal of sand.. .. .	4,407 50	35,457 50
			\$87,468 71

for which said sum the Supreme Court pronounced judgment with interest as alleged in the declaration.

30. That the said certificate of the said engineers did not determine or affect to determine nor had the said Engineers any authority to determine the rights of the contractors Peters, Moore & Wright as between themselves such rights being regulated by the private contract between the parties of the fourth day of 40 May 1877 before Strang, Notary with which the Engineers had no right to meddle.

31. That the Defendants' Exhibit No. 1, is a false document made by some person who had no knowledge of the true details of the said final certificate set forth in the Plaintiff's declaration.

That the details of the said certificate were never known to the Engineer Kinipple but were only known to the Engineer Morris, who prepared the said final certificate.

RECORD  
 In the  
 Superior  
 Court.  
 No. 14.  
 Plaintiff's  
 Special  
 Answer,  
 7th June,  
 1894.  
 continued—

RECORD.

In the  
Superior  
Court.

No. 14.  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.

continued—

That it will appear by the Exhibits herewith produced that the said Engineer Kinipple acknowledged that he was wholly unacquainted with the details of the said certificate and was unable to certify as to the same.

That these facts were well known to the Defendants and acknowledged by them in their correspondence and that in the printed case which went before the Supreme Court will be found at pages sixty-nine, seventy-nine and eighty-one (69), (79) and (81), copies of letters all establishing want of knowledge on the part of the Engineer Kinipple respecting the details of the said certificate and Plaintiff will produce other correspondence to the same effect.

That the said certificate is wholly incompatible with the progress estimates approved by the Engineers and with all the statements made from time to time by the Contractors and their Engineers and to the statements made by the Defendants themselves and is evidently made for the purposes of defence and is impossible to be true and is an attempt to deprive the Plaintiff of that which is justly due to him.

The Plaintiff specially alleges that the Defendants' Exhibit No. 1, (containing the pretended details of the said final certificate of the Engineers) is impossible to be true :

(1). Because it contains the following allowances for work that was never done by Defendants or materials furnished, to wit :

Item second .....	\$ 7,593 75
Item seven.....	16,239 30
Item twenty.....	1,125 00

Making for work not done. .... \$24,958 05

which is clearly an error of the said amounts in said pretended details. That in fact had the work mentioned in item seven actually been done the contract price therefor would have amounted to (\$18,562.50) eighteen thousand five hundred and sixty-two dollars and fifty cents, but that the work was never done at all.

(2). Because according to the contract price and bills of quantities the work charged in items three and eight are clearly overcharged.

The overcharge in item 3 is.....	\$ 1,457 90
The overcharge in item 8 is.....	8,561 15
The overcharge in item 21 is.....	215 00

Making clearly an error of..... \$10,234 05

ten thousand two hundred and thirty-four dollars and five cents in overcharges according to the prices allowed by contract.

(3) Because the said several items which are in the said pretended details allowed, were never allowed by the Engineers and could not have been (the work never having been done) and which said several sums amount to the sum of \$35,192.10 which the Defendants by means of the said false pretended details desire to take out of the Bank deposit to the loss of the Plaintiff.

(4) Because besides the said errors which concern the said work the following items of the said pretended details are erroneous :

Item No. 1, allows only for the wood and iron work the sum of (\$43,389) forty-three thousand three hundred and eighty-nine dollars, whereas the true amount to be allowed is (\$44,847) forty-four thousand eight hundred and forty-seven dollars making a difference in the Plaintiff's favor of (\$1,458) one thousand four hundred and fifty-eight dollars.

Item No. 6 only allows for wood and iron work (\$63,893.25) sixty-three thousand eight hundred and ninety-three dollars and twenty-five cents, whereas the true contract price and as for work done was (\$67,344) sixty-seven thousand three hundred and forty-four dollars, making a difference in the Plaintiff's favor of (\$3,451.50) three thousand four hundred and fifty-one dollars and fifty cents.

Item 11. The amount allowed in this for wood and iron works is only four thousand one hundred and eighty-four dollars and twenty-one cents, whereas the amount payable to the Plaintiff for his works as per bill of quantities was in fact six thousand eight hundred and thirty-eight dollars and forty-four cents (\$6,838.44) making a difference of two thousand six hundred and fifty-four dollars and twenty-three cents (\$2,654.23).

Item 12. The item only allows for wood and iron work two thousand seven hundred and five dollars and two cents (\$2,705.02) whereas the true amount payable Plaintiff as per contract bills of quantities was two thousand eight hundred and ninety-five dollars and fourteen cents (\$2,895.14) making a difference of one hundred and ninety dollars and twelve cents.

Item 19. This item only allows for wood and iron six thousand four hundred and twenty-eight dollars (\$6,428) whereas the correct amount should be six thousand six hundred and forty-four dollars (\$6,644) making a difference of two hundred and sixteen dollars.

That the said last mentioned several errors in items Nos. 1, 6, 11, 12, and 19 of the said pretended details of the said final certificate amount to a further error to the detriment of the Plaintiff in the sum of seven thousand nine hundred and sixty-nine dollars and eighty-five cents (\$7,969.85).

That the Plaintiff further saith : that in the said pretended details of final certificate there is an error in No. 4 which erroneously allows fifty-eight dollars over and above the bills of quantities.

That the Plaintiff did do and actually perform work as shown in the Plaintiff's account Exhibit 6, and detailed as per bills of quantities in the statement No. 14 and that all of the said work was taken into consideration admitted and was allowed by the Engineers in the *bulk* sum mentioned in the final certificate, of (\$529,296.31) five hundred and twenty-nine thousand two hundred and ninety-six dollars and thirty-one cents being the first item thereof.

That there never was any real difficulty with respect to the work done by the Plaintiff and that the law suit and the difficulty which arose between the contractors and the Quebec Harbour Commissioners was wholly due to the pretensions of the Defendants who sought to recover large sums of money for work they never did and owing to the Defendants' determination to recover large sums from the Quebec Harbour Commissioners for such work, all the delay, interest, expense and loss was caused by the Defendants in disputes with the Commissioners.

35. That all of the accounts and statements produced by the Defendants except and in so far as they agree with the Plaintiff's account Exhibit No. 6, are

RECORD.

—  
In the  
Superior  
Court.

—  
No. 14  
Plaintiff's  
Special  
Answer,  
7th June  
1894.

—  
continued—

RECORD.

In the  
Superior  
Court.

No. 14  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.

continued—

false and untrue, and were not works done or performed or materials furnished or cash paid under the contract with the Quebec Harbour Commissioners and if any of such claims ever existed the same are and were prescribed by lapse of time but that it is wholly untrue that such claims ever existed against the said Plaintiff.

36. That the account Exhibit No. 6, of the Plaintiff is in all respects true and correct and that all the work therein mentioned was done and performed and is payable out of the deposit in the Union Bank.

37. That the said account is not made upon a wrong principle but in reality is made in accordance with the statements and estimates made by the Engineer and confidential man Mr. A. H. Jacobs and book-keepers of the Defendants' themselves, the principal object of which statements are to show the cost of the stone wall which was substituted for other work. 10

38. That in proof of the cost of said stone wall and mode of making statement the Plaintiff produces the following, viz. : Nos. 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32.

39. That further as to the principle of rendering a statement as per bills of quantities as appears to be the principle adopted by the Defendants, the Plaintiff saith : that such mode has been adopted by the Plaintiff in his Exhibits Nos. 13 and 14 and the result of adopting such mode obtains precisely the same result.

40. That the Plaintiff prays *acte* of the admissions by the Defendants of 20 items, one, two, three, four, five, seven and eight of Plaintiff's account.

41. That the Plaintiff also prays *acte* of Defendants admission of items nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-six, forty, forty-two and forty-nine of the Plaintiff's said account.

42. That with respect to item twenty-four of the Plaintiff's account the details of the understated quantities claimed by the Plaintiff are set forth in his Exhibit No. 18.

43. That with respect to item twenty-five of the Plaintiff's account the facts are incorrectly stated by the Defendants in their plea. It is true that stub piling 30 was not contemplated by the original contract but was necessary to replace work that the Defendants were bound to do and under the circumstances it was at the time feared that the Defendants would not be compensated therefor whereupon the Plaintiff willing to save the Defendants from loss and on the assumption that the Defendants would be at the loss of the cost thereof manifested his good will towards the Defendants by expressing his intention to do the work and charge only the cost thereof on the assumption that the same would not be allowed for by the engineers as replacing other work. That there was no contract on the subject but merely an intention expressed which was and was intended to be carried out in the event of necessity to save the Defendants from loss but that 40 it was never contemplated that the Defendants were to profit by any allowance made by the Engineers which would include the profit on said work which the Defendants now seek without consideration to appropriate unjustly and contrary to the true intent and understanding on the subject.

The Plaintiff's mill yard was a regular source of revenue to the Plaintiff and the free use thereof was never offered to the Defendants.

The Defendants under the contract are liable for this item (No. 43) forty-three of Plaintiff's account and the work was done and materials furnished.

It is true that the crib work here referred being the Northern Embankment did not form part of the original contract works and was work substituted in lieu of pitch slope as first intended and the cost of this crib work is admitted by the Defendants and is item number thirty-two (32) on their Exhibit number one (1).

That the Plaintiff wholly denies that he had any contract with respect to this crib work separately from the Defendants and this was made by consent of Moore & Wright as will appear also by Exhibit herewith produced number thirty-three (33).

10 That the Defendants neglected to do their work filling in of the dredge material in time and caused the damage mentioned in this item and they Defendants are liable as alleged by the Plaintiff in his declaration.

With respect to item forty-four (44) of Plaintiff's bill, Plaintiff saith : That under the contract between the Plaintiff and the Defendants passed before Strang, Notary on the 4th day of May 1877, and under the main contract with the Commissioners the Defendants were bound to do the dredging out of the foundation of the tidal Harbour cribs in the manner specially indicated in the specifications pages twenty-six (26), twenty-seven (27), twenty-eight (28) and thirty-three (33) and that Defendants neglected properly to perform their duty to do the said  
20 dredging and thus to prepare the bottom on which the cribs were to be placed and they the Defendants by their neglect and wrong doing caused all the damage mentioned in this item and caused all the expense for which they were charged.

That on account of the dredging work being improperly and insufficiently done the cribs placed by the Plaintiff from one (1) to nine (9) were out of position as shown by the letter of the Resident Engineer of the Harbour Commissioners hereunto produced dated 17th October 1877, and said cribs had to be removed and resunk after the bottom had been again prepared by Defendants No. 1 crib in fact had to be four times removed owing to Defendants incorrect work.

Item forty-five (45) of Plaintiff's bill is correct.

30 Item forty-six (46) of Plaintiff's bill is true and correct and Plaintiff denies Defendants' allegations with respect to the same.

Item forty-seven (47) of Plaintiff's bill is correct and an allowance of seven hundred and fifty dollars (\$750) was made therefor in the final certificate and which amount included an allowance for the silver trowel (see final certificate item 36) and Plaintiff refers to letter of Defendants to Plaintiff herewith produced showing their share of this amount should not exceed three hundred dollars (\$300).

With respect to the item forty-eight (48) it is wholly untrue that wharfage was given as a gratuity to Vincent Brown but that on the contrary it was col-  
40 lected by Defendants and was to be placed to the credit of Peters, Moore & Wright as per letter of Defendants of 2 December 1880, to S. Peters herewith produced.

That Plaintiff specially denies all, each and every the other matters pleaded by Defendants.

Wherefore the Plaintiff persists in his declaration and prays as therein and thereby he hath already prayed and also prays the dismissal of the Defendants' pleas and he further prays *acte* of the admissions made by the Defendants, viz :

RECORD  
In the  
Superior  
Court.

No. 14.  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.

continued—

RECORD.

In the  
Superior  
Court.

No. 14.  
Plaintiff's  
Special  
Answer,  
7th June,  
1894.  
continued—

1. That they the Defendants were entitled to the monies paid by the Harbour Commissioners in respect of the work done by them and to no other and greater sum.

2. That Plaintiff is entitled to have and receive the price and value of all the timber and iron work provided for under the said contract.

3. Of the following items of the Plaintiff's Particulars Exhibit No. 6 : nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-six, forty, forty-two, forty-nine.

The whole with costs, 10

GIBSONE & AYLWIN,  
Attys. for Plaintiff.

(Endorsed) " Special Answer." Filed 7th June 1894. P. M., D. P. S. C.

No. 15.  
Plaintiff's  
List of  
Exhibits,  
6th June,  
1894.

Canada,  
Province of Quebec, }  
District of Quebec. }

In the Superior Court.

No. 2453.

20

S. Peters, . . . . . Plaintiff.

vs.

E. Moore *et al.*, . . . . . Defendants.

Plaintiff's List of Exhibits fyled with Replication.

No. 7.—Letter being declaration of option by Quebec Harbour Commissioners to substitute stone wall in lieu of other Harbour contract works, dated 7th June, 1877, signed by engineers, and notification to contractors being letter 30 of resident engineer dated 27th June, 1877.

No. 8.—Statement made April 7th, A. D., 1877, to establish cost of work to be done by Plaintiff and Defendants separately under the original contract before substitution of stone wall.

No. 9.—Progress estimates granted by engineers to Contractors Peters, Moore & Wright during progress of the works.

No. 10.—Statement showing the proportions of said certificates or progress estimates due to Plaintiff and Defendants separately and respectively.

No. 11.—Statement certified by the Secretary-Treasurer of the Quebec Harbour Commissioners, dated March 26th, 1885, of the payments made Contractors 40 Peters, Moore & Wright, showing the different amounts paid to each of them separately.

No. 12.—Statement showing work specified to be done by Defendants, but not performed by them, and overpaid them.

No. 13.—Statement showing details of original contract and work to be done by the Plaintiff and Defendants respectively before substitution of stone wall.

not pointed  
duplicate of X  
Peters for no A.I.

- No. 14.—Statement showing the details of the contract with the Quebec Harbour Commissioners after the substitution of stone wall in lieu of other works.
- No. 15.—Statement showing the cost of stone wall made 9th April, 1877, at \$77,378.40.
- No. 16.—Synopsis of estimates to close of A. D., 1880.
- No. 17.—Synopsis of amounts brought down to close of working season, A. D., 1881.
- No. 18.—Details of understated quantities in Bill of Quantities showing amount claimed by Plaintiff out of the allowance made in the final certificate of 10 \$4,180, of which Plaintiff's claims \$2,309.25.
- No. 19.—Details of amount of contract included in final certificate of 4th February, 1886, which shows the correct details in lieu of the untrue statement contained in Defendant's Exhibit No. 1.
- No. 20.—Statement certified by the engineers Kinniple and Morris of cost of stone wall and of bills 7 and 8.
- No. 21.—Statement made out by A. H. Jacobs, Defendants confidential man showing cost of stone-wall and Bills 7, 8 and 9.
- No. 22.—Statement prepared by J. Vincent Brown, contractors' engineer and copied by the said A. H. Jacobs showing cost of stone wall and Bills 8 and 9.
- No. 23.—Plan of contract drawing No. 22.
- No. 24.—Plan of stone wall by engineers.
- No. 25.—Plan of stone wall by engineers.
- No. 26.—Memorandum of wood and iron work in substructure and also of dredging and concrete dated 9th April 1877.
- No. 27.—Details of Bills 1, 3, and 4, of which work was not done but which was replaced by work of stone wall in lieu thereof; four cribs being substituted for Bill No. 3.
- No. 28.—Copy of engineers calculation showing cost of stone wall per foot taken from engineers books.
- No. 29.—Copies of letters from the Engineers of the Harbour Commissioners to said commission dated May 31st, 1877, and July 18th, 1878, respecting substitution of stone face in lieu of timber and fine concrete.
- No. 30.—Account of sub-contractors Messrs. Beaucage & Chateauvert who built stone wall for Plaintiff showing amount at \$66,411.69.
- No. 31.—Original statements made and signed by J. Vincent Brown the contractors engineers of cost of stone wall for years 1879, 1880 and 1881, showing total cost at \$77,378.40.
- No. 32.—Printed report of engineers showing synopsis of work done from 2nd May, 1877, to end of fiscal year ending 30th June 1880, and showing cost of 40 stone wall at \$80,394.76.
- No. 33.—Correspondence having reference to :
- (1) Telegram by Plaintiff to Defendants 5 February, 1879.
  - (2) Telegram by Defendants to Plaintiff 6 February, 1879.
  - (3) Letter by Defendant Mooore to Plaintiff 6 February, 1879.
  - (4) Letter by Defendant Moore to Plaintiff's son 10 February, 1879.
  - (5) Letter by Defendant Moore to Plaintiff's son 17 February, 1879.
  - (6) Letter of notification by engineers to contractors Peters, Moore & Wright of April 3rd, 1879, enclosing resolution of Harbour Commissioners.

RECORD.

In the  
Superior  
Court.No. 15.  
Plaintiff's  
List of  
Exhibits,  
6th June,  
1894.

continued—

RECORD.

*In the  
Superior  
Court.*

No. 15  
Plaintiff's  
List of  
Exhibits,  
6th June,  
1894.  
*continued—*

- (7) Letter of resident engineer Pilkington with enclosure Oct. 13th, 1880.
  - (8) Letter of resident engineer to contractors October 20th, 1881.
  - (9) Letter of resident engineer to contractors November 14th, 1881.
  - No. 34.—Letter resident Engineer to Contractors, December 19th, 1878.
  - No. 35.—Letter of Engineers to Contractors, May 29th, 1879.
  - No. 36.—Letter of resident Engineer to Contractors, October 17th, 1877.
  - No. 37.—Letter of Defendants to Plaintiff, April 29th, 1878, in connection with item 6 of Plaintiff's account.
  - No. 38.—Letter by Defendants to Plaintiff, December 2nd, 1880.
  - No. 39.—Letter by Defendant Moore to Plaintiff. 10
  - No. 40.—Letter by Defendant Moore to Plaintiff.
  - No. 41.—Letter by Engineer Kinniple to Secretary Verret, 20th April, 1887. Letter by Engineers Kinniple and Morris, 19th April, 1886, to Moore & Wright. Letter by Engineer Kinniple to Edward Moore, 5th January, 1887. (copies.)
- Quebec, 6th June, 1894.

GIBSONE & AYLWIN,  
Attys. for Pltff.

(Endorsed) Plaintiff's List of Exhibits filed with special answer. 20  
Filed June 7, 1894. P. M., D. P. S. C.

*Kinniple W.*

*P. 246 l. 25* No. 16  
*Moore W* Plaintiff's  
*l. 23* Exhibit  
No. 7,  
Letter W.  
Pilkington  
to Peters  
Moore &  
Wright  
7th June,  
1877.

KINIPPLE & MORRIS.

3 Westminster Chambers,  
London and Greenock.  
7th June, 1877.

MESSRS. PETERS, MOORE & WRIGHT,  
Quebec.

Harbour Works *re* Face to Wall or Embankment. 30

Gentlemen,

We have to request you to construct the face of the proposed Quay or Embankment Wall of stone in lieu of timber and concrete, as shewn on the contract Drawings. The work to be executed in accordance with Drawing No. 22, and on the terms and conditions stated in the contract, and also in conformity with the specification attached thereto. It is distinctly understood that this alteration is in no way to affect or vitiate the contract in any form or manner.

We are, Gentlemen,

Yours truly,

(Signed) KINNIPPLE & MORRIS. 40

P. S.—The face of stone to be dressed "Rough Bouchard."

(True copy),

WOODFORD PILKINGTON,  
Res. Engineer.

HARBOUR WORKS OFFICE.

RECORD

Contractors' Notice.  
No. 5.

Quebec, June 27th, 1877.

In the  
Superior  
Court.

MESSRS. PETERS, MOORE & WRIGHT,  
Quebec.

Re Face to Wall or Embankment.

No. 16  
Plaintiff's  
Exhibit  
No. 7, *p. 293, 24.*  
*continued*  
Letter W.  
Pilkington  
to Peters  
Moore &  
Wright  
27th June,  
1877.

Gentlemen,

I have to forward herewith copy of a letter of instructions regarding the substitution of a stone face for the superstructure of the wall of the new Harbour Works, under the conditions of the contract referring thereto for your direction and guidance.

The original letter having been submitted to the Attorneys for the Commissioners and their confirmatory opinion having been endorsed upon it. I am advised to send a copy, keeping the original as a record. The copy in your hands to have and possess all the force of the original.

I am, Gentlemen,

Yours obediently,

WOODFORD PILKINGTON,  
Res. Engineer.

<sup>20</sup> (Endorsed) Plaintiff's Exhibit No. 7. Filed 7th June, 1894.

P. M., D. P. S. C.

*Statute made 12 April 1877 by H. J. Peters showing Moore & Wright's share of Original Contract! —*

BILL No. 5.

No. 17.  
Plaintiff's  
Exhibit  
No. 8,  
Statement  
of cost of  
Works,  
12th April,  
1877.

DREDGINGS AND EMBANKMENTS.

30	100,650	Cubic Yards of Dredging in Trenches to the North Quay Wall of the South Tidal Harbour to a depth of 29 feet below low water mark, including protecting the trenches from wash and depositing the dredged material in the Embankment as specified or as otherwise directed .....	at 33c.	\$ 33,214 50
	93,450	Cubic Yards of Dredging in Trenches to a depth of 15 feet below low water, to the South Quay Wall of the South Wet Dock, protecting the trenches from wash and including depositing the dredged materials in the Embankment as specified or as otherwise directed .....	at 25c.	23,362 50
40	274,600	Cubic Yards of Dredging Channelways to a depth of 24 feet below low water in front of the North Quay Wall of the South Tidal Harbour including depositing the same in the Embankment .....	at 25c.	68,650 00
	170,000	Cubic Yards of Dredging in Channelways to a depth of 10 feet below low water in front of the North Quay Wall of the South Tidal Harbour, including depositing the same in the Embankment.....	at 20c.	34,000 00

*H. J. Peters W.*  
*P. 258 l. 10*  
*H. J. Peters W.*  
*P. 328 l. 30*  
*Albert Peters*  
*P. 372 l. 34*

RECORD.

*In the  
Superior  
Court.*

No. 17.  
Plaintiff's  
Exhibit  
No. 8,  
Statement  
of cost of  
Works,  
12th April  
1894.  
*continued—*

		NOTE.—The Contractor is to add a sum here he may deem sufficient for maintaining the Channelways in the Harbour to depths of 24 feet and 10 feet respectively during the term of maintenance of twelve months.	448 00	
10,263	Cubic Yards, concreting 4 to 1 .....	at \$6 25	64,143 75	
31,080	Cubic Yards, concreting 8 to 1 .....	at 4 75	147,630 00	
25,502	Cubic Yards, Labour only, Depositing stone Ballast and clayey material in dredged Trenches for the South Wet Dock and South Tidal Harbour .....	at 0 10	2,550 20	10
7,956	Sup. Yards levelling at 10 feet deep .....	at 0 25	1,989 00	
6,804	Sup. Yards levelling at 24 feet deep .....	at 0 20	1,360 80	
49,055	Cubic Yards labour only depositing Stone Ballast and clayey materials (supplied by the Harbour Commissioners) behind the walls of South Wet Dock and South Tidal Harbour.....	at 0 10	4,905 50	
3,500	Cubic Yards, labour only, depositing a bank of Stone 5 feet high at Toe of Embankment on outer side at	0 25	875 00	20
140	Cubic Yards, labour only, depositing stone Ballast under one open cribwork block next the Ballast Wharf .....	at 0 25	35 00	
1,023	Cubic Yards, labour only, depositing stone ballast on face of open crib work to outer slope of Embankment of an average height of 5 feet sloping about 1½ to 1 .....	at 0 10	102 30	
644	Cubic Yards, labour only, in depositing stone ballast toeing to the front of the North Tidal Harbour Wall .....	at 0 25	161 00	30
			<u>\$383,427 55</u>	

Dredging in the South Tidal Harbour to a depth of 24 feet below Low Water (in all about 250,000 Cubic Yards) including the cost of depositing the dredged material in the embankments which it is proposed to increase in width for its reception. The quantity dredged to be computed from the Cross Sections at 25 cents per yard cubic. Dredging, do. do. do., including the cost of conveying and depositing the dredged material outside of the proposed works should it be so determined instead of putting it into the Embankments. The quantity dredged as before to be computed from the Cross Sections, at 17 cents per cubic yard. The Dredged area in South Tidal Harbour to be maintained by the Contractor for 12 months after completion of the whole of the works at his sole cost as stipulated for the Channelways. 40

Quebec, 12th April, 1877.

(Endorsed)—Plaintiffs Exhibit No. 8, filed June 7, 1894. P. M. Dep. P. S. C.

Are these the best buys?

Wilmington Progress 177

correspondent cut dated  
30 Nov 17 see p 191  
see cut for p 476

ESTIMATE NO. 1.

RECORD

Quantities.	DESCRIPTION	Rate.	Amount.
	For 19.95 Cribwork Blocks at Gas Wharf @ \$134.84 per Block.....		2690 06
	For towing and sinking 19.7 Blocks at Gas Wharf @ \$44 00 per Block.....		866 80
1,301. 86 c. ft.	Extra timber at Gas Wharf..... @	16 c.	208 30
131 s. ft.	Extra Planking at Gas Wharf..... @	10 c.	13 1c
2,713 lbs.	Extra Bolting at Gas Wharf, (spikes lengthened)..... @	05 c.	135 65
1,205 lbs.	Extra Rag bolts to extra work at Gas Wharf..... @	05 c.	60 25
327. 6 lbs.	For 12 large Bolts with nuts and washers at gas wharf. @	05 c.	16 38
343.75 c. yds.	Excavation for Crib Blocks at Gas Wharf. .... @	40 c.	137 50
26,595.29 c. ft.	In five Crib Blocks at Ballast Wharf (in longitudinal, Crossties and Tenders) .....	15 c.	3989 74
14,655. 50 s. ft.	For platforms in five Crib Blocks at Ballast Wharf... @	10 c.	1465 55
7,076. 25 s. ft.	For planking to five Crib Blocks at Ballast Wharf..... @	10 c.	707 62
24635.6 lbs.	For spikes to six Crib Blocks at Ballast Wharf..... @	05 c.	1231 76
4164.3 c. ft.	For sqr timber in 80 ft. Blocks at Ballast Wharf..... @	15 c.	624 64
2720 s. ft.	For Platform in 80 ft. Crib Block at Ballast Wharf... @	10 c.	272 00
1600 s. ft.	For Planking to 80 ft. Crib Block at Ballast Wharf... @	10 c.	160 00
	For towing and sinking 14.5 Crib Blocks at Ballast Wharf @ \$75.00 per Block .....		1087 50
2,925 c. yds.	Dredging for the 120 x 31 Crib Block next Ballast Wharf..... @	25 c.	731 25
9,573 c. yds.	Dredging in extra Work near Commissioners Wharf @	25 c.	2393 25
16760 c. yds.	Dredging Main Trench for 40 ft. Block of N. T. H Wall..... @	33 c.	5530 80
1,535 tons.	Stone for toeing to open Crib Work Blocks at Gas and Ballast Wharf..... @	40 c.	614 20
1377 c. yds.	Labor for placing stone, Toeing at Gas and Ballast Wharf Cribwork..... @	10 c.	137 70
	10 % drawback.....		23074 07
	Certificate.....		2307 40
			\$20766 67

In the Superior Court.

Plaintiffs' Exhibit No. 9, Progress Estimates to 3rd Aug. 1881.

Moore  
P. 247-52 l. 33  
256 l. 40

Roswell W  
P. 264 l. 12

Moore W  
P. 295 l. 3

Albert Peters  
P. 372 l. 47  
" 375 l. 15  
" 390 l. 14

A. 41 not printed is the same as this no. 9.

Roswell W  
P. 266 l. 39

Albert Peters  
P. 375 l. 30

*whose estimates?*

RECORD

ESTIMATE OF WORK DONE DURING THE SEASON OF 1878.

In the Superior Court.

*before p. 295 C. 5/27/79*

*substructure*

Quantities.	DESCRIPTION	Rate.	Amount.
No. 18 Plaintiff's Exhibit	9 South Tidal Harbour Blocks. For Towing, Sinking, Timber Iron .....	3,869 04	\$ 34,821 36
No. 9 Progress Estimates to 3rd Aug 1881. Continued	Fine Concrete in 9 S.T.H. Blocks @ .....	6 25	11,268 75
1,803 C. yds	Coarse do do @ .....	4 75	34,271 25
7,215 "	Broken Stone for Concrete @ .....	15	217 87
452. 5 Tons.	Large Stone for do @ .....	40	1,488 05
3,720. 12 "	Stone Backing to S.T.H. Cribs @ .....	40	1,233 60
3,084 "	Clayey Materials backing do @ .....	25	180 00
720 "	For labor in placing stone behind cribs in S.T.H. @ .....	10	266 00
2,660 C yds	For labor in placing clayey materials behind cribs in S.T.H. @ .....	10	48 00
480 "	Crib work at toe of slope @ .....	07	7,560 00
108,000 C. ft.	Stone toeing to small cribs @ .....	40	482 10
1,205. 24 Tons	For labor in placing stone toeing @ .....	10	103 90
1,039 C. yds	Dredging in S.T.H. channel @ .....	25	54,650 00
218,600 "	do in Trench for S.T.H. Blocks @ .....	33	26,182 53
79,341 "	do in do for S. Wet Dock Blocks @ .....	25	115 00
461 "	do in Channel in S. W. D. @ .....	20	269 20
1,346 "	do in Extra work next Ballast wharf @ .....	25	1,000 00
4,000 "	For preparing the foundation for the S. T. H. Cribs.....	20	1,360 80
6,804 Sup. yds			
	Total for 1878.....		\$ 175,518 41

ESTIMATE No. 1, 11th JUNE 1879.

*not this work*

Timber substructure at North face of Embankment.....	2,980 83
Northern Cribwork superstructure.....	3,791 92
S.T.H. Cribs No. 10 and 11.....	4,669 04
	11,441 79
Less 10 %.....	1,144 17
	\$ 10,297 62

The stone wall begins . at 609  
all Peter

179

ESTIMATE OF JULY 9th 1879.

RECORD

	Value of work done.	Previous Estimate on same.	Amount due.
Cribwork substructure for 1535 ft. from gas wharf			
Cribwork, 5. 5 ft. high by 9' wide @ 8 $\frac{1}{2}$ c. per ft	6,205 23	2,980 83	3,224 40
Pine superstructure from Ballast wharf to angle			
410 ft. @ \$10.70 per foot run.....	4,387 00	1,293 47	3,093 53
Pine superstructure for 100 ft. on from angle 8			
courses high @ \$5.60 per foot run.....	560 40	000 00	560 40
Pine superstructure for 100 ft. on from last point			
4 feet high.....	298 94	000 00	298 94
Pine superstructure at gas wharf as per detail			
statement .....	3,870 43	2,498 45	1,371 98
S. T. H. cribs No. 10 and No 11.			
Complete \$3,869.04 + 1,289.68 ..	5,158 72	4,669 04	489 68
Stone Wall.			
480 ft. 18" Course   2520 c. ft. ....			
425 ft. 16"   "    1182   "    .....			
240 ft. 16"   "    3702   "    ..... @ 60 c.	2,221 20	000 00	2,221 20
Total.....	22,701 92	11,441 79	11,260 13
10 % deduction.....			1,126 01
Estimate 9th July 1879 .....			\$ 10,134 12

In the Superior Court.

No 18 Plaintiffs' Exhibit No. 9, - Progress Estimates to 3rd Aug. 1881. *Continued*

*Moore*  
*p. 295*  
*l. 5 etc*



*all moore & weight*

ESTIMATE OF JULY 31st 1879.

Quantities.		Rate	
52,780 c. y.	Dredging in Trench for south.		
	Wet Dock cribs @.....	\$ 0 25	13,195 00
29,400 "	Dredging in S.W.D. channels @.....	0 20	5,880 00
1,064 "	Coarse Concrete in S.T.H. cribs		
	No 10 and 11 @.....	4 75	4,957 75
267 "	Fine Concrete in South Tidal Harbour		
	Cribs No. 10 and No. 11 @.....	6 25	1,669 00
1,335 "	Concrete backing to masonry @.....	4 75	6,341 20
1,240 tons	Large stone in Concrete @.....	0 40	496 00
585 "	Broken " " do @.....	0 15	87 75
1,701 c. y.	Stone and clayey Materials behind cribs No. 10 and		
	No 11 for laborer in placing.....	0 10	170 11
1,374. 6 tons	Large stone behind cribs No 10 and No 11 @.....	0 40	549 84
613. 4 "	Clayey Materials do do do @.....	0 25	153 35
	Total values of work done up to date.....		33,500 00
	Over estimate last season (78).....		13,500 00
	Balance due.....		20,000 00
	10% deduction.....		2,000 00
	Estimate for July 31st 1879 .....		\$ 18,000 00

*This has to do with case - important*

*?*

*Backling to masonry. The info were allowing right up to wall.*

RECORD.

ESTIMATE OF AUGUST 6th 1879.

In the  
Superior  
Court.

No 18  
Plaintiffs'  
Exhibit  
No. 9,  
Progress  
Estimates  
to 3rd Aug.  
1881.  
Continued.

*all Peter*

*Stone wall*

	Total Estimate	Previous Estimate	Balance due
<b>Pine superstructure North face of Embankment.</b>			
410 ft. 13 courses high @ \$11.08 $\frac{1}{2}$ .....	4,544 85		
100 " 12 " " " 10.38 $\frac{1}{2}$ .....	1,030 50		
70 " 11 " " " 9.58 $\frac{1}{2}$ .....	670 95		
17 " 9 " " " 8.08 $\frac{1}{2}$ .....	137 44		
17 " 8 " " " 7.38 $\frac{1}{2}$ .....	125 54		
515 " 5 " " " 4.67 $\frac{1}{2}$ .....	2,407 62		
126 " 4 " " " 3.97 $\frac{1}{2}$ .....	500 85		
326 " 3 " " " 2.85.....	929 10		
81 " 4 " " " 3.97 $\frac{1}{2}$ .....	321 97		
312 " 5 " " " 4.67 $\frac{1}{2}$ .....	1,458 60		
630 " 6 " " " 5.47 $\frac{1}{2}$ .....	3,449 25		
746 " 8 " " " 7.38 $\frac{1}{2}$ .....	5,509 21		
<b>Total superstructure N. F. E.....</b>	<b>21,093 90</b>	<b>9,116 77</b>	<b>1,197 13</b>
<b>MASONRY.</b>			
1074 ft of 18" Course = 5638 ft @ 60.....	3,382 80		
964 " " 16" " = 1607 " " 60.....	964 20		
709 " " 2nd 16" " = 1181 " " 60.....	708 60		
649 " " 3rd 16" " = 1081 " " 60.....	648 60		
577 " " 4th 16" " = 961 " " 60.....	576 60		
577 " " 1st 15" " = 901 " " 60.....	540 60		
150 " " 2nd 15" " = 234 " " 60.....	140 40		
<b>Total masonry up to date.....</b>	<b>6,961 80</b>	<b>2,221 20</b>	<b>4,740 60</b>
<b>PILING.</b>			
No. 36 — 15" x 15" x 25' = 1406.25 c. ft. @ 35 c.....	492 18		
No. 8 — 7 $\frac{1}{2}$ " x 15" x 24' = 150. c. ft. " 45 c.....	67 50		
<b>EXTRA PILING.</b>			
No. 37 — 14" x 12" x 30 = 1295 c. ft. @ 35 c.....	453 25		
No. 36 — 15" x 7 $\frac{1}{2}$ " x 30 = 843 c. ft. " 45 c.....	379 35		
No. 8 — 15" x 15" x 30 = 375 c. ft. " 35 c.....	131 25		
	<b>1,523 53</b>		<b>1,523 53</b>
No. 12 South Wet Dock blocks @ 298.23 .....	3,578 76		3,578 76
Rock Elm Capping for 31 S. T. H. blocks @ .....	737 00		737 00
10 % deduction.....			\$22,557 02
Estimate.....			2,255 70
			<b>\$20,301 32</b>

ESTIMATE SEPT., 9th 1879.

RECORD

	Total Estimate	Previous Estimate	Balance due
<b>Pine superstructure North face of embankment.</b>			
410 ft 13 Courses high @ 10.08 $\frac{1}{2}$ .....	4,544 85		
100 " 12 " " " " 10.38 $\frac{1}{2}$ .....	1,030 50		
70 " 11 " " " " 9.58 $\frac{1}{2}$ .....	670 95		
244 " 10 " " " " 8.83.....	2,154 52		
130 " 9 " " " " 8.08.....	1,050 40		
470 " 8 " " " " 7.38.....	3,468 60		
1221 " 7 " " " " 6.42.....	7,838 82		
800 " 8 " " " " 7.38.....	5,904 00		
350 " 10 " " " " 8.83.....	3,090 50		
380 " 11 " " " " 9.58.....	3,640 40		
	<b>33,393 54</b>	<b>21,093 90</b>	<b>12,299 64</b>
<b>MASONRY.</b>			
1150 ft 18 Courses high 6037.00.....			
1090 " 1st 16 " " 1812.12.....			
1052 " 2nd 16 " " 1748.95.....			
1052 " 3rd 16 " " 1748.95.....			
1008 " 4th 16 " " 1675.80.....			
874 " 1st 15 " " 1365.62.....			
745 " 2nd 15 " " 1164.06.....			
584 ft run 3rd 15th Course 912.00.....			
365 " 4th 15th " 570.00.....			
140 " 5th 15th " 218.75.....			
<b>Header tails in above work.</b>			
10 <sup>20</sup> x 2'.25 x 1.33 466.60.....			
2nd 16th Course 448.00.....			
3rd 16th " 448.00.....			
4th 16th " 431.00.....			
1st 15th " 351.00.....			
2nd 15th " 297.00.....			
3rd 15th " 234.00.....			
4th 15th " 146.00.....			
5th 15th " 55.00.....			
	<b>12,077 55</b>	<b>6,961 80</b>	<b>5,115 75</b>
<b>Headers not allowed in previous Estimate.</b>			
1st 16" Course 412.96.....			
2nd " 302.00.....			
3rd " 278.00.....			
4th " 245.00.....			
1st 15" " 230.00.....			
2nd " 59.00.....			
	<b>1526.96</b>	<b>916 17</b>	<b>000 00</b>
			<b>916 17</b>

All at 60 c. per foot cube.

In the Superior Court.

No 18 Plaintiffs' Exhibit No. 9, Progress Estimates to 3rd Aug. 1881. Continued

*an extra*

*one extra*

*[Handwritten scribbles]*

182 *9th cont?*

RECORD

ESTIMATE SEPT 30<sup>TH</sup> 1879

*In the Superior Court.*

No. 18 Plaintiff's Exhibit No. 9. Progress Estimates to 3rd Aug. 1881. *Continued*

	Total Estimate.	Previous Estimate.	Balance Due
No. 11 S. W.D. Cribs, Piling &c, complete * @ 713 96.....	7853 56	4477 64	3375 92
No. 37—15" x 15" x 27' = 1561 c. ft. @ 35.....	546 35	000 00	546 35
No. 64—14" x 7 1/2" x 25'5 = 1180 @ 45.....	535 05	000 00	535 05
Extra Piling.....	624 65	624 64	000 00
<b>Totals.....</b>	<b>\$55946 87</b>	<b>33157 99</b>	<b>22788 88</b>
Deduct Rock Elm Capping .....	737.00		
" on Cribwork on W. face of Embk't.....	2051.88		
<b>Total deductions.....</b>	<b>2788.88</b>		<b>2788 88</b>
<b>Balance.....</b>			<b>20000 00</b>
<b>10 % deduction.....</b>			<b>2000 00</b>
<b>Estimate .....</b>			<b>\$18000 00</b>

\* Note in next Estimate Correct rate for S. W. D. Crib to \$717.18.

ESTIMATE SEPT 30<sup>TH</sup> 1879

Concrete in No. 16 S. W. D. Cribs.....	14684 00	000 00	14684 00
16 to 1 Concrete in foundations of North S. W. D. Cribs 1170 c. yds. at 3.00.....	3510 00	000 05	3510 00
Extra Concrete in step at change of slope 225 c. yds at 4.75	1068 75	000 00	1068 75
Concrete behind masonry.....	16021 35	6341 20	9680 15
	<b>35284 10</b>	<b>6341 20</b>	<b>28942 90</b>
10 % deduction.....			2894 29
<b>Balance due.....</b>			<b>\$26048 61</b>

ESTIMATE SEPT 30<sup>TH</sup> 1879

Timber substructure North face of Embankment.....	16033 43	14334 55	1698 00
Pine superstructure 410 ft. 13 Courses at 11.08 1/2 = 4544.85			
170 12 " at 10.38 1/2 = 1765.45			
2865 11 " at 9.58 1/2 = 27461.02			
746 13 " at 10.38 1/2 = 8269.41	42040 73	33393 54	8647 19
<b>Masonry.</b>			
1220 ft. 15" Course 6405.00			
1135 " 1st 16th do 1886.94			
" " 2nd do 1886.94			
" " 3rd do 1886.94			
" " 4th do 1886.94			
1112 " 1st 15th do 1737.50			
1045 " 2nd 15th do 1633.00			
968 " 3rd 15th do 1512.50			
861 " 4th 15th do 1345.31			

*all m o w*  
*Stone work*  
*note behind masonry*

*all Peter*  
*Stone wall*



ESTIMATE SEPT., 30th 1879.—(Continued.)

RECORD

In the Superior Court.

No 18 Plaintiffs' Exhibit No. 9, Progress Estimates to 3rd Aug. 1881. Continued

	Total Estimate.	Previous Estimate.	Balance due.
Masonry (continued)			
549 ft 5th 15th do	857.81		
537 " 1st 14" do	783.00		
238 " 2nd 14" do	347.00		
Allowed for headers 1.5793.88	3941.00		
Return piece 6x15. 7x1.25	116.00		
	26225.88 at ..... 60 c.		
Nos. 7 S. W. D. Cribs, piling &c., complete at \$717.18.....	15,735 52	12,993 72	2,741 80
Piling beyond Crib No. 17.	12,192 06	8,934 96	3257 10
Main piles for 10 Cribs at 88.55 = .....885.50			
Sheet pile for 7 Cribs at 250.65 = .....1754.55			
Main pile shores for 10 Cribs at 10.41 = ..... 104.10			
Sheet pile shores for 7 Cribs at 35.70 = .....249 90	2,994 05	000 00	2,994 05
Extra piling at change of slope.....	624 65	624 65	000 00
Rock Elm Capping disallowed.....	000 00	737 00	000 00
Held Back on Northern Cribwork.....		5,000 00	
	89,675 91	76,073 89	13,602 02
10 oyo deduction.....			1,360 20
Balance due.....			\$12,241 82

*Conf*

ESTIMATE 22nd OCTOBER 1879.

	Total Estimate.	Previous Estimate.	Balance due.
No. 30 South Wet Dock blocks complete @ 717.18...	21,515 40	15,186 11	6,329 29
Northern Cribwork superstructure.....	43,000 00	34,988 85	8,011 15
Masonry 27,892.54 @.....60	16,735 52	15,735 52	1,000 00
	81,250 92	65,910 48	15,340 44
Rock Elm disallowed.....			737 00
			14,603 44
10% deduction.....			1,460 34
Estimate.....			\$13,143 10

*all Petrus*  
*#*

RECORD.

ESTIMATE NOV., 5th 1879.

*W W*  
 In the  
 Superior  
 Court.  
 No 18  
 Plaintiffs'  
 Exhibit  
 No. 9,  
 Progress  
 Estimates  
 to 3rd Aug.  
 1881.  
 Continued.  
 See again  
 "backing"  
 "behind wall"  
 change allowed

	Total Estimate	Previous Estimate	Balance due
S. T. H. Crib blocks No. 10 and No. 11.....			
Fine Concrete 436 c. yds..... @ 6.25	2,725 00		
Coarse Concrete 900 c. yds..... @ 4.75	4,275 00		
Concrete Backing to Masonry taken up to top of 3rd 14" Course 3925 c. yds..... @ 4.75	18,643 75	16,021 35	2,622 40
Extra Concrete due to change of stepping behind S. T. H. Wall 589 c. yds... @ 4.75	2,797 75	000 00	2,797 75
16 to 1 Concrete in foundation of No. 29 S. W. D. Cribs 2056.1 c. yds..... @ 3.00	6,168 30	3,510 00	2,658 30
Concrete in No. 30 1/2 S. W. D. blocks.....			
Fine Concrete 1372.5 c. yds..... @ 6.25 = 8578.12			
Coarse Concrete 4148. c. yds..... @ 4.75 = 19703.00	28,281 12	1,4684 00	13,597 12
	62,890 92	40,842 10	22,048 82
10 % deduction.....			2,204 88
Estimate.....			\$19,843 94

ESTIMATE DEC. 3rd 1879

*W W*  
 all #  
 Masonry  
 backing

	Total Estimate.	Previous Estimate.	Balance due.
Dredging in S. W. D. Channel 84756 cyds..... @ 20	16,951 20	6,219 24	10,731 96
do in do Trench 83255 " @ 25	20,813 75	13,195 00	7,618 75
do in S. T. H. Channel 147045 " @ 25	36,761 25	31,694 25	5,067 00
Extra dredging 72000 " @ 25	18,000 00	000 00	18,000 00
Stone in concrete in S. T. H. Cribs.			
No 10 and No. 11 and masonry backing 3266 tons @ 40	1,306 40	583 75	722 65
Stone in Concrete S. W. D. 5008..... @ 40	2,003 20	000 00	2,003 20
Stone backing S. T. H. Cribs No. 10 and 11, 1374.6..... @ 40	549 84	549 84	000 00
Stone in Clayey Materials, backing S. T. H. blocks No. 10 and 11-604.36 @ 40	241 74	153 35	88 39
Clay in Clayey Materials backing S. T. H. blocks			
No. 10 and 11 195 tons..... @ 25	48 75	000 00	48 75
Stone in pockets S.T. H. blocks No. 10 and 11, 482.56 tons @ 40	193 02	000 00	193 02
Clay do do 156..... @ 25	39 00	00 00	39 00
Handling stone S. T. H. 2122 cyds..... @ 10	212 20	170 11	42 09
Stone in Clayey Materials trench S. W. D. 2593.76 tons @ 25	1,037 50	000 00	1,037 50
			45,592 31

ESTIMATE DECEMBER 3rd 1879.—(Continued.)

RÉCORD

*cut work  
cubs*

	Total Estimate.	Previous Estimate.	Balance due.
Brought forward.....			45,592 81
Stone in pockets S. W. D. 1698.24 tons..... " 40	679 30	000 00	679 30
Clay in do do 549 tons..... " 25	137 25	000 00	137 25
*Stone Backing do 4385 tons..... " 40	1,754 00	000 00	1,754 00
Clay in Clayey Materials trench S. W. D. 838 tons.... " 25	209 50	000 00	209 50
Extra backing at change of slope.			
Stone in Clayey Material 85.84 tons..... " 40	34 34	000 00	34 34
Clay do do 27 tons..... " 25	6 75	000 00	6 75
Handling Stone S. W. D. 7554 c. yds..... " 10	755 40	000 00	755 40
Preparing foundation S. T. H.....	1,360 80	1,200 00	160 80
do do S. W. D.....	1,000 00	000 00	1,000 00
Stone in Extra Concrete at change of slope 116 tons @ 40	46 40	000 00	46 40
For handling Clay 1177 c. y..... " 25	117 70	000 00	117 70
			\$ 50,493 75
10% deduction.....			5,049 37
Estimate.....			\$ 45,444 38

In the Superior Court.  
No 18 Plaintiffs' Exhibit No. 9, Progress Estimates to 3rd Aug. 1881.  
*Continued*

\* Correct in next Estimate to  $\frac{1}{2}$  the Amount.

ESTIMATE DECEMBER 3rd 1879

*Poles*

	Total Estimate.	Previous Estimate.	Balance due.
Superstructure of Northern Cribwork exclusive of Bollards.....	45,458 75	43,000 00	2,458 75
Masonry 35510 c. f. at 60 c.....	21,306 00	16,735 52	4,570 48
" in return 101 c f. at 60 c.....	60 60	000 00	60 60
Stone delivered 5430 c. f. at 40 c.....	2,172 00	000 00	2,172 00
5 Bollard boxes Complete at 19 02 $\frac{1}{2}$ .....	95 11	000 00	95 11
25 do not do at 9.05.....	226 25	000 00	226 25
			9,583 19
			958 31
10 0% deduction.....			\$ 8,624 88
Estimate.....			

*#*

RECORD

ESTIMATE DEC. 15th 1879

In the  
Superior  
Court.

No. 18  
Plaintiff's  
Exhibit  
No. 9,  
Progress  
Estimates  
to 3rd Aug.  
1881.  
Continued

	Total Estimate.	Previous Estimate	Balance due
Pine superstructure North face of Embankment.....	50,995 68	45,458 75	5,536 93
Masonry laid 36342 c. ft. at 60 c.....	21,787 20	21,366 60	420 60
			5,957 53
Less 10 oyo.....			595 75
			<u>\$5,361 78</u>

ESTIMATE JUNE 16th 1880

	Total Estimate.	Previous Estimate.	Balance due.
Dredging in South Wet Dock channel 119756 c. y. at 20 c.	23,951 20	16,951 20	7,000 00
Extra Dredging 102573 c. y. at.....	25,643 25	21,643 25	4,000 00
Dredging South Wet Dock Trench 87255 c. y.....at 25 c.	21,813 15	20,813 75	1,000 00
Total Estimate.....			12,000 00
Less 10 oyo.....			1,200 00
			<u>10,800 00</u>

ESTIMATE JULY 14th 1880

	Total Estimate.	Previous Estimate.	Balance due.
Masonry.....	29,518 80	23,959 20	5,559 60
Bollards.....	551 72	321 36	230 36
By error, Rock Elm capping.....			1,474 00
Masonry backing .....	21,493 75	18,643 75	2,850 00
			10,113 96
Less 10 oyo.....			1,011 39
Estimate allowed.....\$9,102.03			<u>\$9,102 57</u>
Balance due by Error .....			.55

8

now

lots for both  
made \$100,000.

Relies  
M  
backing again

1880

ESTIMATE AUG. 11th 1880

RECORD

	Total Estimate.	Previous Estimate.	Balance due.
# Masonry 57309 c. ft.....at 60 c.	34,385 40	29,518 80	4,866 60
8 Bollards not complete.....at \$10.00.	80 00	000 00	80 00
10 S. W. D. Cribs .....at \$717.18.	7,171 80	000 00	7,171 80
Advance on 6 S. W. D. Cribs and piling.....	1,434 36	000 00	1,434 36
	43,071 56	29,518 80	13,552 76
Less 10 o/o.....			1,355 27
			\$12,197 49

In the Superior Court.  
No 18 Plaintiffs' Exhibit No. 9, Progress Estimates to 3rd Aug. 1881.  
Continued

ESTIMATE AUG. 17th 1880

	Total Estimate.	Previous Estimate.	Balance due.
Dredging South W. D. Trench 93255 c. yds.....at 25 c.	23,313 75	21,813 75	1,500 00
Extra Dredging 108573.....at 25c.	27,143 25	25,643 25	1,500 00
Masonry backing S. T. H.....	18,643 75	18,643 75	000 00
do do S. W. D. 2600 c. y.....at 4.25.	12,350 00	2,850 00	9,500 00
16 to 1 Concrete in foundation of S. W. D. Cribs 500 at 3.00	1,500 00	000 00	1,500 00
			14,000 00
10 o/o.....			1,400 00
			\$12,600 00

ESTIMATE SEPT. 1st 1880

	Total Estimate.	Previous Estimate.	Balance due.
# Masonry.....at 60 c.	39,600 00	34,384 80	5,215 00
Allowed on Bollards.....	671 72	631 72	40 00
No. 5 S. W. D. Cribs.....at \$717.18.	4,303 08	000 00	4,303 08
Advance on 6 S. W. D. Cribs Piling not complete.....	2,151 54	000 00	2,151 54
Total.....			11,709 82
Less 10 %.....			1,170 98
Estimate.....			10,538 84
Plus, 1 Tablet stone less 10 % .....			135 00
			\$10,673 84

P

#

W.D.H.

asking

RECORD.

ESTIMATE SEPT. 15th 1880

*Mc W*  
*backing*  
 In the  
 Superior  
 Court.  
 No 18  
 Plaintiffs'  
 Exhibit  
 No. 9,  
 Progress  
 Estimates  
 to 3rd Aug.  
 1881.  
 Continued.

	Total Estimate.	Previous Estimate.	Balance due.
Extra Dredging 126573 c. yds.....	31,643 25	27,143 25	4,500 00
Concrete in 14 S. W. D. Cribs 281.25 + 646.07 - 927.25.....	12,981 50	000 00	12,981 50
16 to 1 Concrete in 16 S. W. D. Cribs 1134.4 .....at 3.00	3,403 20	1,500 00	1,903 20
Stone in Concrete.....	2,000 00	000 00	2,000 00
Concrete backing S. T. H. 4125 c. yds..... at 4.75	19,593 75	18,643 75	950 00
<b>Total</b> .....			22,334 70
Less 10 % .....			2,233 47
<b>Estimate</b> .....			<b>\$20,101 23</b>

ESTIMATE OF 6th OCT. 1880

*P*

*#*

	Total Estimate.	Previous Estimate.	Balance due.
Bollards .....	864 89	671 72	193 17
Return .....	304 27	000 00	304 27
S. W. D. Complete 55.....at \$717.18.	39,444 90	36,576 18	2,868 72
<i>#</i> Masonry 77266.....at 60 c.	46,357 80	39,600 00	6,757 80
<b>Total</b> .....			10,123 96
Less 10 % .....			1,012 39
<b>Estimate</b> .....			<b>\$9,111 57</b>

ESTIMATE OCT. 20th 1880

*Mc W*  
*backing*

	Total Estimate.	Previous Estimate.	Balance due.
Concrete in No. 50 1/2 S. W. D. Cribs.....at 927.25 1/2	46,826 12	41,262 62	5,563 50
Masonry backing 3400 c. yds.....	16,150 00	12,350 00	3,800 00
16 to 1 Concrete in No. 51 S. W. D. Cribs 3615. 9 c.....	10,847 70	9,571 50	1,276 20
Dredging S. W. D. Channels 129006 c. y.....	25,801 20	23,951 20	1,850 00
<b>Total Estimate</b> .....			12,489 70
Less 10 % .....			1,248 97
<b>Balance</b> .....			<b>\$11,240 73</b>

ESTIMATE NOV. 24th 1880.

RECORD

*200 W  
Dredging  
backing*

*In the  
Superior  
Court.*

*No 18  
Plaintiffs'*

*Exhibit  
No. 9,  
Progress  
Estimates  
to 3rd Aug.  
1881.  
Continued*

*#*

	Total Estimate.	Previous Estimate	Balance due.
Dredging (Contingent Items) 178828 C. Y .....	44707 78	31643 25	13063 75
Dredging in S. W. D. Channels 137900 C. Y.....	27580 00	25801 20	1778 80
Dredging in W. D. Trench 93450 C. Y.....	23352 50	23313 75	48 75
Preparing foundation S. W. D.....	1989 00	1000 00	989 00
16 to 1 Concrete in No. 54 W. D Cribs 38286 C. Y.....	11485 80	10847 70	638 10
Concrete in No. 55 W. D. Cribs at \$927.25.....	50998 77	46826 12	4172 63
Concrete backing to Masonry for W. D. Cribs.....	17755 50	16150 00	1604 50
Concrete backing to Masonry S. T. H. 4185 C. Y.....	19878 75	19593 75	285 00
Extra Concrete in return at end of S. W. D. Cribs fine = 45 C. Y = 281.25; Coarse = 91 C. Y = 431.25.....	713 50		713 50
Stone in Concrete S. W. D. 8386.36 tons.....	3354 55	2000 00	1354 55
Stone backing in W. D. blocks 8385.64 tons.....	3354 25		3354 25
Clay in Pockets W. D. 882 tons.....	220 50		220 20
Clay in Trench W. D. 1414 tons.....	353 50		353 50
For hauling Clay 1531 C. Y.....	153 10		153 10
Stone 7229 C. Y.....	722 90		722 90
Moving boulders. ....	375 00		375 00
Masonry 88040.96 c. ft.....	52824 57	46357 80	6466 77
Extra Masonry in return at Ballast wharf 149.26 c. ft.....	89 56		89 56
Bollard Boxes No. 54.....at 19.028	1027 35	864 89	162 46
No. 18 Mooring posts.. .....at 16.78	302 04		302 04
Total.....			36849 66
10 %.....			3684 96
Estimate.....			\$33164 70

ESTIMATE AUG. 3rd 1881

*15th  
backing*

	Total Estimate.	Previous Estimate.	Balance due,
Dredging Contingent Items 202828 C. Y.....	50707 00	44707 00	6000 00
Dredging Wet Dock Channels 157900 C. Y.....	31580 00	27580 00	4000 00
Concrete backing to Dock 5088 C. Y.....	24168 00	17755 50	6412 50
Total .....			16412 50
Less 10 %.....			1641 25
Estimate.....			\$14771 25

ESTIMATE AUG. 3rd 1881

RECORD

In the  
Superior  
Court.

No. 18  
Plaintiff's  
Exhibit  
No. 9,  
Progress  
Estimates  
to 3rd Aug.  
1881.  
Continued

	Total Estimate.	Previous Estimate.	Balance due.
Masonry 104640.96 c. ft.....	62,784 57	52,824 57	9,960 00
No. 28 Posts.....at 41.94	1,174 32	302 04	872 28
No. 62 Boxes.....at 19.02½	1,179 55	1,027 35	152 20
Tablet stone No. 2.....	150 00	000 00	150 00
Total.....			11,134 48
Less 10 %.....			1,113 44
Estimate.....			\$10,021 04

(Endorsed) Plaintiff's Exhibit No 9  
Progress Estimates  
Filed, 7th June 1894  
P. M., D. P. S. C.

P  
p. 295  
C. 35 A

Quebec, March 26th, 1885.

RECORD.

STATEMENT of amounts paid to date to Messrs. Peters, Moore & Wright on account of their contract for Harbour Improvements, River St. Charles.

In the  
Superior  
Court.

No. 19.

Plaintiff's

Exhibit,

No. 11.

Statement

of moneys

paid con-

tractors,

26th March

1885.

*Verret w*

*P. 274. l. 36*

*- 276. l. 14*

*.. 278. l. 15*

*Moore w*

*P. 293. l. 32*

*H. J. Peters w.*

*P. 326 l. 30*

*Albert Peters w*

*P. 370 l. 27*

*" 372 l. 41*

*" 394 l. 29*

*Moore w.*

*P. 437 l. 29*

1877			Dredging Concreting	Crib Iron Work, Masonry, etc.	
Nov. 30	To certificate No. 1.....		\$ 8,466 48	12,300 19	20,766 67
1878					
July 10	do 2.....		20,739 83	6,822 01	27,561 84
Augt. 14	do 3.....			9,000 00	9,000 00
" 28	do 4.....		9,000 00		9,000 00
Sept. 18	do 5.....			10,648 91	10,648 91
" 18	do 6.....		14,839 20		14,839 20
Oct. 2	do 7.....		18,486 00		18,486 00
" 16	do 8.....			9,000 00	9,000 00
" 23	do 9.....		10,098 00		10,098 00
Nov. 6	do 10.....		13,500 00		13,500 00
" 20	do 11.....		9,901 80	5,139 50	15,041 30
Dec. 5	do 12.....		19,955 08		19,955 08
1879					
June 11	do 13.....			9,000 00	9,000 00
July 9	do 14.....			11,431 74	11,431 74
" 31	do 15.....		18,000 00		18,000 00
Augt. 7	do 16.....			20,301 32	20,301 32
Sept. 9	do 17.....			18,000 00	18,000 00
" 12	To Advance.....				12,000 00
" 13	do .....				13,000 00
Oct. 1	To certificate No. 18.....		26,048 61		26,048 61
" 1	do 19.....			12,241 82	12,241 82
" 22	do 20.....			13,143 10	13,143 10
Nov. 5	do 21.....		19,843 94		19,843 94
Dec. 3	do 22.....		45,444 38		45,444 38
" 3	do 23.....			8,624 88	8,624 88
" 17	do 24.....			5,361 78	5,361 78
1880					
Feby. 21	To Advance.....				5,000 00
June 16	To certificate No. 25.....		10,800 00		10,800 00
July 14	do 26.....		2,565 00	6,537 00	9,102 00
Augt. 11	do 27.....			12,197 49	12,197 49
" 18	do 28.....		12,600 00		12,600 00
Sept. 2	do 29.....			10,673 84	10,673 84
" 15	do 30.....		20,101 23		20,101 23
Oct. 6	do 31.....			9,111 57	9,111 57
" 20	do 32.....		11,240 73		11,240 73
Nov. 23	do 33.....		26,845 95	6,318 75	33,164 70
1881					
Augt. 3	do 34.....		14,771 25		14,771 25
" 3	do 35.....			10,021 04	10,021 04
Oct. 5	do 36.....		17,100 00		17,100 00
1882					
June 15	To Advance.....				10,000 00
July 4	do .....				20,000 00
1883					
Sept. 22	Beaucage & Chateauvert on their account.....				6,577 17
Oct. 13	J. G. Bossé on their account.....				1,200 00
1884					
Feby. 28	Union Bank, their account.....				20,000 00
			\$350,347 48	\$205,874 94	\$643,999 59

Total amount paid, Peters, Moore and Wright to date..... \$643,999 59  
To amount due for Rent Taxes and their share of Legal and Notarial charges..... 1,799 56

Certified,

A. H. VERRET,  
Secy. Treasurer

\$645,799 15

(Endorsed) Plaintiff's Exhibit No. 11, filed June 7th 1894. P. M., D. P. S. C.



Statement made out just previous to suit by Albert Peters  
 showing —

193

DETAILS OF ORIGINAL CONTRACT BETWEEN THE QUEBEC HARBOUR COMMISSION AND PETERS, MOORE & WRIGHT.

S. Peters : Wood, Iron, &c.

Moore & Wright : Dredging, Concrete, &c.

RECORD

In the  
 Superior  
 Court

No. 21.  
 Plaintiffs'  
 Exhibit  
 No. 13.  
 Statement  
 of details  
 of Original  
 Contract.

Bill No. 1	Substructure : Wood \$810 73 Iron     328 95 Sinking  150 50 1287 88 Superstructure : Wood 247 55 Iron     96 22 Bollard 27 55     371 32 27 Cribs at \$1661 00	44847 00	Bill No. 1	Substruc. : 4 to 1 Concr. 681 25 8 to 1   "   1562 75 2244 00 Superstr. : 4 to 1   "   281 25 8 to 1   "   641 25 2 to 1   "     4 00 926 50 27 Cribs at \$3170 50	85603 50
Bill No. 2	One Angular Block next Ballast wharf....	328 61	Bill No. 2	Nothing .....	
Bill No. 3	Wood, Iron, sinking, &c, in two 40ft. blocks not done.....	4987 34	Bill No. 3	4 to 1 and 6 to 1 Concr. in Two 40 ft. Blocks.....	12499 00
Bill No. 4	Substructure : Wood 168 23 Iron  102 31 Sinking  92 98 363 52 Superstructure : Wood 750 82 Iron     82 17 Bollard 27 94     860 93 55 Cribs at \$1224 45	67344 75	Bill No. 4	Substruc. : 4 to 1 Concr. 281 25 8 to 1   "   864 50 1145 75 Superstr.   4 to 1   "   337 50 8 to 1   "   579 50 2 to 1   "     4 00     921 00 55 Cribs at \$2066 75	113671 25
Bill No. 5	Nothing .....		Bill No. 5	Dredging.....	159675 00
Bill No. 6	Bridge over opening of 84 ft. 6 in. span....	3505 48	Bill No. 6	Nothing.....	
Bill No. 7	Open Cribwork next Ballast wharf.....	6838 44	Bill No. 7	Nothing.....	
Bill No. 8	Open Cribwork Blocks at Gas Works.....	2895 14	Bill No. 8	Nothing.....	
Bill No. 9	Breastwork or screens.....	614 50	Bill No. 9	Nothing.....	
Bill No. 10	Low open Cribwork across 80ft. entrance	365 68	Bill No. 10	Nothing.....	
Bill No. 11	Ladders South Tidal Harbour.....	94 12	Bill No. 11	Nothing.....	
Bill No. 12	Ladders South Wet Dock.....	198 40	Bill No. 12	Nothing.....	
Bill No. 13	Pitching to outer slope, Nth. embankment	5180 50	Bill No. 13	Nothing.....	
Bill No. 14	Miscellaneous Items : Roadway.....	8668 80	Bill No. 14	Miscel. items : Depositing stone & clay etc.	11978 80
		\$145868 76			\$383427 55
	RECAPITULATION				
	Moore & Wright Dredging, Concreting &c	383427 55			
	S. Peters : Wood, Iron, &c.....	145868 76			
	Total amount of Original Contract	\$529296 31			

*Kinipple* *lw*

*P. 255 l. 23*  
*" 258 l. 19*

*Moore* *lw*

*P. 298 l. 18*

*H. J. Peters* *lw*

*P. 329 l. 1.*

*Albert Peters* *lw*

*P. 373 l. 3*

Endorsed Plaintiffs' Exhibit No. 13, Filed, June 7th, 1894. P. M. D. P. S. C.

Whose is this? explain and

Statement made out just previous to suit by Albert Peters 194

being

DETAILS OF ORIGINAL CONTRACT SHOWING SUBSTITUTION OF STONE WALL IN LIEU OF TIMBER FACE AND FINE CONCRETE

RECORD

S. Peters, Wood, Iron, Etc., and Stone Wall.

Moore & Wright, Dredging, Concreting, Etc., less Fine Concrete in Superstructure.

In the Superior Court

Bill No.	Description	Amount	Items	Total	Bill No.	Description	Amount	Total	
1	Substructure Wood..	810 73			1	Substructure 4 to 1 Concrete .....	681 25		
	do Iron...	328 95				Substruct. 8 to 1 Concrete.	1562 75	2244 00	
	do Sinking	150 00							
				1289 68					
	Superstruct. Wood...	247 55			(in red)	Superstructure 4 to 1 Concrete.....	281 25	Y	
	do Iron....	96 22				Superstruc. 8 to 1 Concrete	641 25		
	do Bollard	27 55				do 2 to 1 Concrete	4 00	936 00	
				371 32					
				1661 00					
(in red)	Less Wood and Iron Timber face.....			292 28					
				1368 72		(in red)	Less 4 to 1 Fine Concrete back of Timber face.....	281 25	X
27	Cribs at.....		1	36955 44					
Bill No. 2	One angular Block next Ballast Wharf		2	328 61	2	Nothing.....			
do No. 3	Abandoned.....				2	Abandoned.....			
do No. 4	Substructure Wood..	168 23			4	Substructure 4 to 1 Concrete.....	281 25		
	do Iron...	102 31				Substruct. 8 to 1 Concrete	864 50	1145 75	
	do Sinking	92 98							
				363 52	(in red)	Superstruc. 4 to 1 Concrete	337 50	✓	
	Superstruct. Wood...	750 82				Superstruc. 8 to 1 Concrete	579 50	✓	
	do Iron....	82 17				do 2 to 1 Concrete	4 00		
	do Bollard.	27 94						921 00	
				1224 45				2066 75	
(in red)	Less Wood and Iron in Timber face.....			343 25½	(in red)	Less 4 to 1 Fine Concrete back of Timber face.....		337 50	✓
				881 19½					
55	Cribs at.....		3	48465 73	5	55 Cribs at.....		1729 25	95108 75
Bill No. 5	Nothing.....				6	Dredging.....			159675 00
do No. 6	Abandoned.....				7	Nothing.....			
do No. 7	Open Cribwork next Ballast Wharf.....		4	6838 44	8	do do .....			
do No. 8	Open Cribwork Block at Gas. Works.....		5	2895 14	9	do do .....			
do No. 9	½ Breastwork or Screens .....		6	307 25	10	½ Breastwork or Screens..			307 25
do No. 10	Abandoned.....				11	Nothing.....			
do No. 11	do .....				12	do .....			
do No. 12	do .....				13	do .....			
do No. 13	do .....				14	do .....			
do No. 14	do .....					Miscellaneous Items : Depositing Stone and Clay, etc.....			8630 30
(in red)	4 Extra Cribs at.....	1661 00			(in red)	4 Extra Cribs at.....	3170 50		
	Less Wood and Iron in Timber face.....	292 28				Less 4 to 1 Fine Concrete back of Timber face.....	281 25		
	4 Cribs at.....	1368 72	7	5474 88		4 Cribs at.....	\$2889 25		11556 00
	Extra towards Stone Wall.....		8	21940 61					
				\$123206 10					\$353287 05

No. 22 Plaintiffs' Exhibit No. 14. Statement of details of Contract after substitution of Stone Wall

H. J. Peters Co

P. 329 l. 13

Albert Peters Co

P. 373-4 l. 14

" 375 l. 35

" 382 l. 27

" 384-90 l. 7



S. PETERS.

MOORE &amp; WRIGHT.

Item.	Cr.	Carried forward.....	\$285187 21	Cr.	Carried forward.....	\$537895 44	RECORD
34	By Cash received from Q. H. Commission..	237451 96		By Cash received from Q. H. Commission..	405347 48		In the Superior Court
35	By Proportition \$1200 paid J. G. Bossé.....	490 48	237042 44	By Proportion \$1200 paid J. G. Bossé .....	709 52		
			47244 27	By Rent Taxes, etc., Q. H. C.....	1799 56		No. 22. Plaintiffs' Exhibit No.14. Statement of details of contract after sub- stitution of Stone Wall <i>Continued.</i>
36	Add excess of deduction.....		32 64	By Concrete deduction in 27 Cribs 3645 c. yds at 4.75.....	17313 75		
37	" error transferring Amt of Stone Wall.....		42	By Concrete deduction in 55 Cribs 6710 c. yds at 4.75.....	31872 50		
	Due S. Peters 4th Feb. 1886.....		47277 83	By Concrete deduction Pockets in 31 Cribs 3224 c. yds at 4.75.....	15314 00		
38	To Interest 1 year 1 month 5 days at 6%.....		3111 84	By Concrete deduction Pockets in 55 Cribs 2475 c. yds at 4.75.....	11756 25		
			50389 67	By Deduction Sweeping of Dredgings.....	1000 00		
39	By Cash 9th March 1887.....		2500 00	By Deduction Clerical error.....	34472 00		
			47889 67	By Deduction Removal of Sand on em- bankment .....	13326 00	532911 06	
40	To Interest 6 months and 4 days on 47277.83 6 %...		1449 39			4984 38	
			49339 06	Less difference between original deduc- tions and present fine Concrete.....		251 00	
41	By Cash 13th Sept. 1887.....		12500 00	Due Moore & Wright 4th Feby 1886...		4733 38	
			36839 06	To Interest 2 years, 1 month 18 days 6%..		605 67	
42	To interest 4 years 10 month 12 days 6% .....		10755 98			5339 05	
			47595 04	By Cash 22nd March 1888 .....		15000 00	
43	To Interest 3 months at 4% to Oct. 1892.....		475 95			9660 95	
			48070 99	Interest on overdraw 4 years, 4 months 3 days at 6%.....		2171 77	
44	By Cash 29th October 1892.....		15000 00			11832 72	
			33070 99	Total overdraw Dr.			
45	By Proportion of legal expenses 1870.50 to J. G. Bossé.....	764.95		To Clerical error and Sand Supreme Court Judgment.....	35457 71		
46	By Proportion of legal expenses 4000.00 to W. Cook.....	1634.94	2399 89	To Interest 6 years, 5 months 21 days 6%...	13773 59	49231 30	
			30671 10			Cr. 37398 58	
47	To Bonus as per Notarial agreement.....		5000 00	To Interest 3 months, at 4% to 25 Oct. 1892		373 88	
48	Novr 1877 To Amount of act. rendered.....		433 75			37772 46	
49	July 1878 To Amount of act. rendered.....		14 11	By Proportion legal expenses 1870.50 to J. G. Bossé.....	1105 55		
50	1879 To Amount of act. rendered.....		1424 26	By Proportion legal expenses 4000 00 to W. Cook .....	2365 06	3470 61	
51	do do .....		585 14			34301 85	
52	do do .....		45 68	By Bonus, Contra, a/cs, etc., per Contra...		7861 45	
53	do do .....		196 70				
54	Moore & Wright's Share of Silver Trowel		26 63				
55	July 1879 To Share of act. Moorage of Atalaya, col- lected by Moore & Wright.....		21 33				
56	July 1879 To Moore & Wright's Share of act. Peters, Moore & Wright.....		113 85				
			\$38532 55			\$26440 40	

Endorsed Plaintiffs' Exhibit No. 14, Filed 7 June 1894 P. M. D. P. S. C.

*original, where?*  
 Copy of statement made by H. J. Peters 9 April 1877  
 showing cost of Stone Wall; - this copy was made 28 Sept 1880  
 by Jos. Peters and handed to S. 197

*to note this amount less 57 1/2 for R.B. figures there -*

SUMMARY OF TOTALS, 9 APRIL. 77

RECORD.

Amount of contracts for supplementary Estimate and Tender . . . \$529,296 31

Total cubic feet of stone, 128,964<sup>2</sup> c. feet at . . . \$73,831 89

Less deductions on Concrete Work & Iron . . . 53,438 31

\$ 18,393 58

\$547,689 89

In the Superior Court.  
 No. 23  
 Plaintiff's Exhibit  
 No. 15.  
 Statement of cost of Stone Wall.  
 9th April, 1877.

40 ft. lin. of stone 3.6x1.6 . . . . .	210
65 pieces " 6.9x1.3x1.3 . . . . .	685.66
65 " " 3.3x1.3x1.3 . . . . .	330.011
5 " " 7.0x1.0x1.3 . . . . .	43.9
5 " " 3.0x1.0x1.0 . . . . .	15.0
5 " " 6.0x1.3x3.0 coping . . . . .	112.6
5 " " 4.6x1.3x2.0 " . . . . .	56.3

Contents of one face 40 ft. long. Cubic ft. . . . 1453.15

Say 27 lengths of 40 ft. North Quay Wall . . . . . 1453.15 ea 39,234.2

4 " of 40 ft. to 2 forty ft lengths Entrance 1453.15 5,812.5

55 " of 42 ft. of N. quay wall S. wet dock 1525.9.3.6 83,917.7

Total cubic feet 128,964.2 at 57 1/2

\$73,831.89

3,546.51

(in pencil)

\$77,378.40

*Kimipple w*  
*P. 257 l. 42*  
*" 258 l. 33. l. 43*  
*H. J. Peters w*  
*P 327 l 45*  
*not to this*  
*Moore says*  
*nothing abt.*  
*it.*  
*objected to*  
*of course as*  
*before contract*  
*see p 327.*

\$3546.51, this amount is in excess of the \$18393.58 as above and mentioned in contract.

Copy given S. Peters, 28 Sept. 1880-

(Endorsed) Plaintiff's Exhibit No. 15, filed June 7th, 1894. P. M. D. P. S. C.

*(This copy as P tells me was made in S P's office by one of his clerks J.P., & given to S.P.)*



*Where? what exht.?*

*As opposed to Dpts. Ex. 1a made by Albert Peters just after action was taken.*

DETAILS OF AMOUNT OF CONTRACT INCLUDED IN FINAL CERTIFICATE 4TH FEBRUARY, 1886. RECORD

Bill No. 1.—Timber and Iron Work in 27 Cribs.....	\$ 44,847 00	
Fine or 4 to 1 Concrete do. ....	7,593 75	
Coarse Concrete 8 to 1 do. ....	78,009 75	
Bill No. 2.—Timber and Iron Work Angular Block.....	328 61	
Bill No. 3.—Abandoned included in \$116,104.32.....	17,486 34	
Bill No. 4.—Timber and Iron Work in 55 Cribs.....	67,344 75	
Fine or 4 to 1 Concrete.....	18,562 50	
Coarse Concrete 8 to 1.....	95,108 75	
Bill No. 5.—Dredging and depositing on Embankment.....	159,675 00	
Bill No. 6.—Abandoned included in \$116,104.32.....	3,505 48	
Bill No. 7.—Timber and Iron Work, open Crib Work next Ballast Wharf.....	6,838 44	
Bill No. 8.—Timber and Iron Work, open Crib Work Gas house.....	2,895 14	
Bill No. 9.—Screens .....	614 50	
{ M. & W. \$307.25 }		
{ S. P. .... \$307.25 }		
Bill No. 10.—Abandoned included in \$116,104.32.....	365 68	
Bill No. 11.—Abandoned included in \$116,104.32.....	94 12	
Bill No. 12.—Abandoned included in \$116,104.32.....	198 40	
Bill No. 13.—Abandoned included in \$116,104.32.....	5,180 50	
Bill No. 14.—Miscellaneous items of which \$12,017.30 was deducted and included in \$116,104.32, and \$8,630.30 was allowed.....	20,647 60	
Amount of Contract.....	\$ 529,296 31	

*In the Superior Court.*

No. 25  
Plaintiff's Exhibit  
No. 19,  
Details of Works,  
included in Final Certificate.  
5th Feby. 1886.

*Kiniffle W*

*P. 259 l. 10, 15*

*H. J. Peters W*

*P. 329 l. 36*

*Albert Peters W*

*P. 375 l. 32*

ADDITIONAL WORK.

Extra to Bill No. 1.—Timber and Iron Work in 4 extra Cribs...	\$ 6,644 00	
Fine or 4 to 1 Concrete do. ....	1,124 00	
Coarse Concrete 8 to 1 do. ....	11,556 00	
Extra to Bills Nos. 1 and 4.—Extra for Stone Wall.....	21,940 61	
Return end Stone Wall at Ballast Wharf.....	89 56	
Two Tablet Stones.....	300 00	
Extra to Bill No. 1.—Excess of Timber and Iron in 31 Tidal Harbour Cribs.....	8,186 17	
Extra to Bill No. 4.—Forming Counterforts in 55 Cribs Wet Dock. Widening shoal Cribs and bolting same to Piles.....	3,822 50	
Piles.....	1,846 35	
Extra to Bill No. 7.—Crib Work at Ballast Wharf.....	5,219 56	
Entremise filling to face of Embankment, &c.	194 03	
Extra to Bill No. 8.—Gas House Crib Work.....	1,232 90	
Substructure between Ballast Wharf and Gas House.....	16,088 90	
Superstructure Northern Crib Work.....	58,059 53	
Piling at Angle of Ballast Wharf.....	1,143 07	

## RECORD.

*In the  
Superior  
Court.*

No. 25  
Plaintiff's  
Exhibit  
No. 19,  
Details of  
Works  
included in  
Final Certi-  
ficate  
4th Feby.  
1886.  
*continued—*

	Piling at change of slope.....	\$ 624 65
	Return Crib and Piling Wet Dock.....	304 27
	Bollard Boxes No. 86.....	1,617 12
	25 Barrels Portland Cement.....	88 75
	241,723 c. yds. extra Dredging Tidal Basin.	60,430 81
	2,925 c. yds. extra Dredging Crib Work Ballast Wharf.....	731 25
	Allowed for Stone, Clay and fine Ballast..	38,083 05
	Concrete 16 to 1 in foundations Wet Dock Cribs.....	11,485 80
	Concrete from deep to shoal Cribs.....	1,068 75
	do. return end Wet Dock Substructure.	713 50
	do. do. do. Superstructure.	402 04
	do. Augular Block Ballast Wharf...	500 00
	Timber and labour return Wet Dock and Dredging.....	100 00
	Concrete rear South Wall Tidal Basin....	22,041 00
	do do do. Wet Dock.....	35,556 40
S. P. \$2,309.21	} Understated in Bills of Quantities allowed { } by Engineers..... {	4,180 00
M. & W. \$1,870.79		Allowed for Washing in of Sand.....
	Boulders placed at toe of slope.....	375 00
	Use of Dredge testing Foundations.....	500 00
	Engineers allowance for Tenders.....	1,038 00
	Labour, &c. Reception to Princess Louise.	750 00
	Boarding back of Concrete.....	5,000 00
	Pile or stub foundations allowed by Engi- neers.....	4,378 65
	Total allowance for extra work.....	\$ 332,416 22
	Amount of Contract.....	529,296 34
		\$ 861,712 53
	Less clerical error.....	34,472 00
		\$ 827,240 53
	Less deductions as agreed with contractors in Quebec.....	116,104 32
		\$ 711,136 21
	Less removal of Sand left on Embankment.	13,326 00
		\$ 697,810 21
	Amount received on account.....	645,799 00
	Balance due Contractors as per Messrs. Kinipple & Morris' award 4th Feb., 1896.	\$ 52,011 21

(Endorsed) Plaintiff's Exhibit No. 19, filed June 7th, 1894. P.M. D. P. S. C.

10 Jan'y 82. Statement by Pilkington, certified by Kinipple & Morris, referred to by Pilkington in his letter of 11 Jan 82 to Harbour Commrs p 100 exhibit a 4 p 574 This is in effect a recapitulation of the results of the 9th progress estimate

HARBOUR IMPROVEMENTS.

STATEMENT showing differences between Contractors' claims and allowances made by this office.

RECORD. In the Superior Court.

Page 1

Stock 26.12.9.37 #

56.704.45

8-2-833-87  
was because of  
extra length of wall  
the end of c. allowed  
to the quantity of work

Page 2

	Amounts claimed by Contractors.	Amounts allowed by Resident Engineer.	Amounts claimed by Contractors in excess of amounts allowed.	Amounts allowed in excess of amount claimed by Contractors.	REMARKS.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	
Bill No. 1..... Concrete in substructure.....	54,970 00	54,250 00	720 00		By error in construction 31 blocks 40 feet in length—1250 ft. were when in situ 1256 in length. The Contractors have charged pro rata the value of this difference in length. This difference arises from the same cause, the Tidal Harbour Wall having been taken at 1256 ft. instead of 1240 ft. as per contract. No. 31 cribs at \$1,289.68—\$39,980.08; Bollards allowed, \$629.10; Bollards and fenders not allowed, \$1,147.20. Total, \$41,756.38, leaving \$213.20 not explainable. This difference arrived at by some other mode of calculation than that adopted by this office. The amount in Bill of Quantities for this item is \$124 which was made a deduction as the work was not done. This amount unclaimed by Contractors may be included in some of the previous items. The charge in the crib blocks was made at the Contractors suggestion and it was agreed there should be no extra charge.
do masonry backing.....	20,135 25	19,878 75	256 50		
Timber substructure, crib blocks.....	42,508 37	39,980 08	2,528 29		
Masonry.....	27,027 90	26,129 37	898 53		
Bollard Concrete.....	340 00		340 00		
Bollards.....		479 10		479 10	
Extra claimed on Timber and Iron.....	6,496 04		6,496 04		
Bill No. 2..... Timber work in angular corner 1st T. H. Dock.....	328 61	328 61			
Extra claimed do do.....	1,492 82		1,492 82		
do for concrete in angular corner.....	500 00		500 00		
Bill No. 4..... Concrete in substructure.....	62,579 78	50,998 75	11,581 03		
do masonry backing.....	31,651 73	31,872 50		220 77	
Timber substructure, crib blocks.....	46,811 23	39,444 90	7,366 33		
Masonry.....	50,350 50	56,704 45		6,353 95	
Bollards.....		894 32		894 32	
Extra claimed for back planing and forming counterforts.....	3,427 32		3,427 32		
do for additional width of 2 feet to crib blocks.....	391 06		391 06		
do for extra length of 6" to sheet piles.....	270 36		270 36		
do for bolting to crib blocks.....	1,442 43		1,442 43		
do for No. 273 long bolts for capping.....	1,474 20		1,474 20		
do for entremise filling.....	782 14		782 14		
Bill No. 5..... Dredging in Tidal Harbour Trench.....	33,214 50	29,792 40	3,422 10		
do do Channel.....	68,650 00	37,500 00	31,150 00		
do Wet Dock Trench.....	23,362 50	23,362 50			
do do Channel.....	34,000 00	33,000 00	1,000 00		
Bill No. 7..... Ballast Wharf Crib work substructure.....	4,582 21	6,838 44		2,256 23	
Extra claimed on do do.....	3,431 64	2,700 39	731 25		
do for entremise filling.....	194 03		194 03		
Bill No. 8..... Gas wharf, crib work substructure.....	2,895 14	2,895 14			
Extra in do do.....	1,232 90	1,232 90			
do claimed for extra length.....	737 14		737 14		
Bill No. 9..... Screens, &c.....	614 50		614 50		
Bill No. 14..... Miscellaneous items.....	8,442 39	8,630 30		187 91	
Stone..... As per Contractors return.....	33,626 75	33,626 75			
Extra charge for fine Ballast.....	4,050 00	4,050 00			
<i>Miscellaneous Extras.</i>					
Northern crib work substructure.....	16,088 90	16,088 90			
do superstructure.....	58,285 36	56,526 41	1,758 95		
Piling at change of slope.....	624 25	624 25			
Return crib at end of Wet Dock.....	304 27	304 27			
Timber and labour do.....	75 00		75 00		
On Bollard Boxes.....	1,617 12	1,617 12			
do Wet Dock.....		150 00			
Concrete foundation of Wet Dock.....	11,485 80	11,485 80			
do at change of slope.....	1,068 75	1,068 75			
do in return at end of Wet Dock.....	1,115 54	1,013 85	101 69		
do due to changed stepping in Tidal Harbour.....	3,239 50	2,163 00	1,076 50		
do do do in Wet Dock.....	14,891 25	3,683 90	11,207 35		
Masonry return at Ballast Wharf.....	89 56	89 56			
For No. 2 Tablet Stones.....	300 00	300 00			
For No. 25 barrels of Cement.....	88 75		88 75		
Extra amount claimed for dredging.....	14,643 00		14,643 00		
Moving boulders.....	375 00		375 00		
Toeing to Wet Dock Wall.....	406 30		406 30		
Law suit.....	850 00		850 00		
Dredging for Ballast Wharf crib work.....	731 00	731 25		0 25	
Superstructure, 1st Ballast Wharf block.....	1,787 92	1,787 92			
<i>Contingent Items.</i>					
Dredging in Tidal Harbour.....	60,431 00	60,430 81	0 19		
Totals.....	\$ 760,512 11	\$ 658,885 84	\$ 112,448 80	\$ 10,822 53	
Note in regard to Masonry and Timber Work in Bills Nos. 1 and 4					
Total amount of Bill No. 1.....	149,776 50				
Deduct amount for Concrete.....	89,566 75				
Value of Timber work and fine Concrete.....		\$ 60,209 75			
Total amount of Bill No. 4.....	181,016 00				
Deduct amount for Concrete.....	94,888 75				
Value of Timber work and fine Concrete.....		86,127 25			
Add masonry extra.....		21,974 90			
Total value of Timber work and masonry.....		\$ 108,102 15			
Deduct Fenders and Bollards not put in.....		4,249 68			
Amount allowed by this office.....		\$ 164,062 22			
Claimed by Contractors exclusive of extras.....		166,698 00			
Unaccounted for.....		\$ 2,635 78			

No. 26 Plaintiff's Exhibit No. 20. Statement showing difference between Contractors' Claims and Engineer's Allowances 10th Jan. 1882.

Kinipple W P. 253 l. 15

Moore W P. 296 l. 12 " 305 l. 8

H. J. Peters W P. 329 l. 40

Albert Peters W P. 375 l. 38

In the matter of the arbitration between the Quebec Harbour Commissioners and Messrs. Peters, Moore & Wright.

We hereby certify that this is a correct copy of "The Statement of Account prepared by the Commissioners and submitted to us as Arbitrators and adjudicated upon by us by our award dated 4th April, 1882. 20th April 1882.

KINIPPLE & MORRIS.

(Signed) WOODFORD PILKINGTON, Resident Engineer.

Quebec, January 10th, 1882.



*Statement by Brown and copied by Jacobs*  
*at close of Contract.*  
 whose?  
 206

PETERS MOORE & WRIGHT, QUEBEC HAROUR IMPROVEMENTS—STATEMENT OF ACCOUNT FOR WOOD & IRON WORK & CUT STONE WALL

RECORD

	TOTAL	PAYMENTS	BAL. DUE
Bill No 1 31 1/8 Crib work blocks in Tidal Basin as per schedule.....Page 43	42508 37		
do No. 2 Angular Block Ballast Wharf.....	328 61		
do No. 4 54 3/8 of Wet dock cribs as per schedule..... page 68	46811 23		
do No. 7 Open Crib work and Retaining wall, Ballast Wharf, 3 open blocks towing and sinking.....	4582 21		
do No. 8 Gas house Wharf, 15 blocks.....	2895 14		
do No. 9 Screens.....	614 50		
do No. 14 Roadway.....	545 00		
Extras			
Bill No. 1 31 1/8 cribs, timber and iron work at \$206.83 per crib.....	6496 04		
do No. 2 Angular corner, Tidal Harbour, piling and bolting extra to Bill No. 2.....	1452 82		
do No. 4 54 3/8 cribs Wet dock, forming counterforts and back planking \$62.75 per crib.....	3427 32		
Addition of 2 feet in width to Wet dock cribs, 54 3/8 cribs at \$7.16 per crib.....	391 96		
Extra on Sheet piles, extra length of 6 inches at \$4.95 per crib and 54 3/8 cribs.....	270 36		
Extra on Entremise filling for 54 3/8 cribs of Wet dock at \$14.32 per cribs.....	782 14		
Bolting in cribs, 54 3/8 of Wet dock cribs, at \$22.00 per crib.....	1442 43		
273 Long bolts to Elm capping of 54 3/8 of Wet dock Cribs.....	1474 20		
Superstructure 85 Bollard boxes to Quay Wall at \$19.02 1/2 per box.....	1617 12		
Bill No. 7 Substructure 1 Block at Ballast Wharf at \$1787.92 and extra superstructure \$3431.64.....	5219 56		
Entremise and bolts to Northern crib work at Ballast Wharf.....	194 03		
Bill No. 8 Extra length and excavation Northern Crib work at \$737.14 extra superstructure \$1232.90.....	1970 04		
Missc. Items			
Northern Crib work, Gas and Ballast wharves substructure.....	16088 90		
" " " " " Superstructure.....	58286 36		
Piling Change of slope from Tidal Basin and Wet dock.....	624 65		
Piling Return crib end Wet dock.....	304 27		
Masonry Return Ballast Wharf.....	89 56		
Masonry Quay Wall.....	77378 40		
2 Tablet Stones.....	300 00	205874 94	
25 Bbls. Cement at \$3.55 per Order Resident Engineer.....	88 75	5000 00	
	\$276222 07	\$210874 94	\$65347 13

In the Superior Court

No. 28  
 Plaintiffs' Exhibit  
 No 22.  
 Statement of account  
 Wood & iron & stone wall

*Moore & Wright*  
*p. 279, l. 43*  
*et seq.*

*p. 304 l. 19*

*H. J. Peters Esq.*

*p. 330 l. 36*  
*348 l. 34*  
*349 l. 13*

*Albert Peters Esq.*

*p. 376 l. 1.*

*Jacobs. Esq.*

*p. 406 l. 14*  
*409 l. 41*

J. VINCENT BROWNE

Contractors Engineer

Quebec Harbour Improvements.

(Endorsed) Plaintiff's Exhibit No. 22, filed 7 June 1894. P. M., Dep. P. S. C.

*on 21*  
*The deductions are*  
*not given in 22*  
*here perhaps suitable*  
*to be at; but you: the*  
*drawings*

Memo: 9<sup>th</sup> April 1877 made by H. J. Peters as to ~~the~~ <sup>the</sup> ~~contract~~.  
 See Mr. Listy's exhibit p 173 l 23 wh: shows date 9<sup>th</sup> April 1877.  
 AMP says made by HSP. But no evidence at all on document.  
 AMP says date on original - 209

9<sup>th</sup> April 1877

IRONWORK IN SUBSTRUCTURE.

RECORD.

27 Blocks, at \$328.95.....		\$8,881 65	
27 Bollards, at 4.29.....		115 83	In the Superior Court.
Ironwork in Angular Block.....		83 16	
2 Blocks of 40 ft. Square to Entrance, at \$394.75.....		789 50	No. 29
55 Blocks of 42 ft. do Bill No. 4, at 102.31.....		5,627 05	Plaintiff's Exhibit
	Bill No. 7,	790 27	No. 26.
15 Blocks, Bill No. 8, at 13.60.....		204 00	Memo. of Wood and Iron in Substructure.
Additional Block, at 17.00.....		17 00	
	Bill No. 9,	33 25	
	Bill No. 10,	13 60	
4 Ladders, Bill No. 11, at 1.28.....		5 12	
8 Ladders, Bill No. 12, at 1.40.....		11 20	
Bridge.....		2,181 35	
		<u>\$ 18,752 98</u>	

WOODWORK IN SUBSTRUCTURE.

27 Blocks, at \$796.45.....		\$21,504 15
27 Bollards, at 27.55.....		743 85
Woodwork in Angular Block.....		187 95
2 Blocks of 40 ft. Square to Entrance, at \$1,069.25.....		2,138 50
55 Blocks of 42 ft. do Bill No. 4, at 168.23.....		9,252 65
	Bill No. 7,	5,188 19
15 Blocks, Bill No. 8, at 121.24.....		1,818 60
Additional Block, .....		151 54
	Bill No. 9,	581 25
	Bill No. 10,	121 24
4 Ladders, Bill No. 11, at 19.25.....		77 00
8 Ladders, Bill No. 12, at 23.40.....		187 20
Bridge.....		1,324 13
		<u>\$ 43,276 25</u>
Ironwork in Substructure.....		18,752 98

		<u>\$ 62,029 23</u>
Stonework in Superstructure.....		73,831 89
		<u>\$135,861 12</u>
Additional sum for stonework.....		18,393 58
Remainder of work superstructure.....		37,539 19
In pencil. { Dredging.....	\$159,675 00	
{ Concreting.....	184,242 20	
{ Labour to clay filling, &c.....	11,978 80	
	<u>\$355,896 00</u>	
		355,896 00
		<u>\$547,689 89</u>

(Endorsed) Plaintiff's Exhibit No. 26, filed June 7th, 1894. P. M. D. P. S. C.

Statement H.S.P., made & presented to sup sup  
 July 1879  
 Whose? all one continuous paper  
 This shows Miss constructions data of price  
 as we contend it.  
 This not shown to <sup>210</sup> have been seen by M & W. But it is  
 consistent with our content & shows that we rod rod

RECORD. DEDUCTIONS IN SUBSTRUCTURE AND SUPERSTRUCTURE OF TIDAL DOCK CRIB WORK  
 AS A SETT OFF AGAINST COST OF STONE WALL (Quebec Harbour Improvements)

<p>In the Superior Court.</p> <p>No. 30 Plaintiff's Exhibit No. 27, Details of Bills Nos. 1, 3 and 4 of Work not done. July 1878.</p>	<p>Page.</p> <p>45.—In 40 ft x13x13 Hemlock bottom waling 47 ft. at 15c. 7 05</p> <p>46.— 238 ft. sup. 2 in. Planking for No. 7 pockets at 6c. 14 28</p> <p>49.— No. 7 yellow pine verticals 28.6x12x12—200 ft. c. at 25 c. 50 00</p> <p>No. 1 40ft. 0"x9"x6" hemlock cill pine—15 ft. c. at 30c. 4 50</p> <p>No. 4 40 ft. run white pine waling—120 ft. c. . 30c. 36 00</p> <p>No. 1 40 ft. run 12x9 rock elm back coping 35 ft. c. 55c. 19 25</p> <p>No. 7 40 ft. sup. of 4 in. Fir Planking. . . . . at 12c. 88 80</p>
---	---

Bill 1  
 not now  
 material  
 in detail  
 \$ 219 88

BOLTING.

<p>51.—In No. 7, <math>\frac{3}{4}</math> in. x 18 in. rag bolts. . . . . 16 lbs at 5c. 80</p> <p>No. 14, <math>\frac{1}{2}</math> in. Spikes. . . . . 7 lbs at 6c. 42</p> <p>No. 28, <math>\frac{3}{4}</math> in. x 24 in. screw bolts. . . . . 196 lbs at 8<math>\frac{1}{2}</math>c. 16 66</p> <p>52.—In No. 14 <math>\frac{5}{8}</math> in. x 15 in. rag bolts. . . . . 21 lbs at 6c. 1 26</p> <p>400 spikes <math>\frac{1}{2}</math> in. . . . . 224 lbs at 6c. 13 44</p> <p>No. 2, 1<math>\frac{1}{4}</math> in. screw upper tie bolts. . . . . 98 lbs 9 97</p> <p>No. 2, 1<math>\frac{3}{8}</math> in. screw M. tie bolts. . . . . 133 lbs at 7<math>\frac{1}{2}</math>c. 7 35</p> <p>No. 2, 1<math>\frac{1}{2}</math> in. screw L. tie bolts. . . . . 182 lbs at 7<math>\frac{1}{2}</math>c. 13 68</p> <p>No. 6, cast iron washers 12 in. x 1<math>\frac{1}{2}</math> in. . . 252 lbs at 3<math>\frac{1}{2}</math>c. 8 82</p>
---

\$ 72 40  
 \$ 292 28  
 \$7,891 56

Say 27—\$292.28. . . . .

Received under protest, Aug. 1879, W. M.

(Alleged to be)  
 Engineer

E. & O. E., Quebec July 1879.

DEDUCTIONS IN SUBSTRUCTURE AND SUPERSTRUCTURE OF 2 FORTY FEET SQUARE  
 BLOCKS TIDAL DOCK CRIB WORK, AS A SETT OFF AGAINST STONE WALL.

<p>Page.</p> <p>60.—2 in. Planking to No. 13 pockets—442 ft. sup. at 6c. 26 53</p> <p>80 ft. run of 13 in. x 13 in. waling to pockets—94 ft. c.  at. . . . . 25c. 23 50</p> <p>64.—In No. 13, 30ft.x12in.x12in. verticals to cribs—390 ft.  c. at. . . . . 25 c. 97 50</p> <p>65.—In No. 4, 75 ft. 6 in. x 13 in. x 9 in. walings—226 ft. c. at 30c. 67 80</p> <p>In No. 1, 40 ft. x 9 in. x 6 in. cill piece—15 ft. c. at 45c. . 6 75</p> <p>In No. 1, 76 ft. x 15 in. x 9 in. rock Elm Back copg—71 ft.  c. at. . . . . 55c. 39 05</p> <p>In 1481 ft. sup. 4 in. Planking at. . . . . 12c 177 72</p> <p>66.—In 4 upper Tie Rods 1<math>\frac{1}{4}</math> Diam.—210 lbs. at. . . . . 6c. 12 60</p> <p>In 4 cast Iron washers—168 lbs. at. . . . . 3<math>\frac{1}{2}</math>c. 5 88</p> <p>In 4 middle Tie Rods—273 lbs. at. . . . . 5<math>\frac{1}{2}</math>c. 15 01</p> <p>In 4 cast Iron washers—168 lbs. at. . . . . 3<math>\frac{1}{2}</math>c. 5 88</p> <p>In 4 Lower Tie Rods—357 lbs. at. . . . . 5c. 17 85</p>
---

Bill 3  
 work  
 abandoned  
 later & 4  
 cuts like the  
 as Bill 1  
 substituted  
 438 84  
 not now material  
 in detail

8 p. 11  
 9 p. 11  
 wall

Kimpple v  
 P. 256 l. 3  
 H. J. Peters v  
 P. 331 l. 14  
 Albert Peters v  
 P. 369 l. 13

In 4 cast Iron washers—168 lbs. at.....	3½c.	5 88
In 52 Screw Bolts ¾ in. x 24 in. at.....	8½c.	35 78
In 13 Rag Bolts ⅝ in. x 20 in.—21 lbs. at.....	5c.	1 05
In 20 Spikes ½ in.—14 lbs. at.....	6c.	0 84
In 13 Rag Bolts ¾ in.—35 lbs. at.....	5c.	1 75
In 800 Spikes ½ in. x 9 in.—448 lbs. at.....	6c.	26 88

RECORD

In the  
Superior  
Court.

No. 30.

\$129 40

Plaintiff's  
Exhibit

\$568 24

No. 27.

Details of  
Bills Nos. 1,  
3 and 4 of

2 Blocks of 4 oft with return at \$568.24..... \$ 1,136 48

DEDUCTIONS IN SUBSTRUCTURE AND SUPERSTRUCTURE OF 55 BLOCKS SOUTH WET DOCK, AS A SETT OFF AGAINST STONE WALL.

70.—In No. 28, ½ in. Rag Bolts,—21 lbs. at 6c.....	\$ 1 26
71.—In No. 6, 1 in. Rag Bolts,—56 lbs. at 5c.....	2 80
In No. 28, ¾ in. Rag Bolts,—98 lbs. at 5¼c.....	5 14
In No. 14, ¾ in. Rag Bolts,—42 lbs. at 5¼c.....	2 20
In No. 18, 1 in. Screw Bolts, 30 in.—168 lbs. at 7c.	11 76
In No. 2, Middle Tie Rods, 13 ft. x 1⅜ in.—154 lbs. at.....	5c. 7 70
In No. 2, Cast Iron Washers,—77 lbs. at 3½c...	2 69
In No. 2, Upper Tie Rods, 11 ft. 9 in. x ¼ in.— 120 lbs. at 5¼c.....	6 30
72.—In No. 2, Cast Iron Washers,—at 3½c.....	2 50

\$ 42 35

WOODWORK.

72.—In No. 3, 42 ft. Walings,—136 ft. c. at 32c....	\$ 43 52
In No. 6, Piles, 20 ft. x 15 in. x 15 in.....	} 223 78½
In No. 30, Piles, 20 ft. x 14 in. x 7½ in.....	
42 ft. x 18 in. x 12 in. Top Back Waling.....	25 20
73.—42 ft. x 12 in. x 4 in. Rock Elm Back Coping....	8 40

300 90½

\$343 25½

55 Cribs, S. Wet Dock, at \$343.25½..... \$18,879 02

SUMMARY OF DEDUCTIONS.

No. 1—T. Dock.....	\$ 7,891 56
No. 2—2 Blocks .....	1,136 48
No. 3—S. W. Dock.....	18,879 02

\$27,907 06

Concrete deductions..... 27,531 25

\$55,438 31

Stone wall, 128,964 ² cubic feet at 57¼c..... \$73,831 89

Less amount above..... 55,438 31

Being amount added to Contract for Stone Wall..... \$18,393 58

(Endorsed) Plaintiff's Exhibit No. 27. Filed June 7, 1894. P. M., D. P. S. C.

Bill 4

no more material  
as detailed

continued—  
1879  
\$ payment to  
subscribers  
stone wall

ad  
in

*What value? Pelingtons in p. 9/ book  
first page & therefore for basis of calcul.  
not easy to explain all; but see  
basis in wall 212*

RECORD.

THE RED NUMERALS SHOW THE CONCRETE DEDUCTIONS THROWN INTO THE STONE FACE.

In the Superior Court.

NOTE.—The rate per foot run of stone wall complete was calculated to be \$16.13  
Rate for Pine Cribwork at North of Embankment \$11.40½.

No. 31. Plaintiff's Exhibit No. 28, Engineers' Calculations as to cost of Stone Wall.

Concrete rate for masonry:—This rate is inclusive of Fenders and Bollards. *(masonry work)*

DEDUCTIONS IN S. T. H.

Concrete, Fenders and Bollards per Block.....	\$3220 05	(IN RED)	\$2444 80
Price of Block up to 4 ft. L. W .....	1289 68		1289 68
<b>Total deductions from entire Bill.....</b>	<b>\$4509 73</b>		<b>\$3734 48</b>

*Plffs by A.17, not printed - same as No 28  
Minipple W  
P. 259 l. 21  
Boswell W  
P. 264 l. 30  
" l. 32*

Entire Bill.....	4831.50	(IN RED)	4831.50
Deductions.....	4509.73		3734.48
Superstructure, S. T. H.....	321.77x31=9974.87	1097.02x31	(IN RED) 34007 62

SOUTH WET DOCK BLOCK.

Concrete, Fenders, etc.....	2132.64	(IN RED)	1567.14
S. W. D. Block up to 3 ft. above low water.....	717.18	(IN RED)	717.18
	2849.82		2284.32
Entire Bill.....	3291.20		3291.20
Deductions.....	2849.82		2284.32

Superstructure S. W. D.....	441.38x55	24275.90	1006.88x55	(IN RED) 55378 40
Add.....		18393.48		
<b>Total.....</b>		<b>52644.25</b>	(Rate @ ft.)	<b>=148293</b>

Taking rate for 1st course per ft. viz:	1637.5 c. ft. at 60 cts. @ 317.	(IN RED)	34007 62	Rate @ ft.
The rate for the remaining 18.5 ft.—	11.6593 or to 63 cts. per ft. of height		55378 40	"
			18393 48	"
			<b>107779 50</b>	<b>=30.36</b>
			<b>35 50</b>	

Certified a correct copy from Entry in Engineers Book of progress estimates remaining of record in the Harbour Engineers Office.

ST. GEORGE BOSWELL.

Quebec, Dec. 13th 1895.

(Endorsed) Plaintiff's Exhibit No. 28. Filed, June 7th 1894. P. M. D. P. S. C.

(Copy)  
To the Harbour Commissioners, Quebec.

London, May 31st, 1877.

RECORD.

"Resident Engineer."

In the  
Superior  
Court.

No. 32.  
Plaintiff's  
Exhibit,  
No. 29,  
Copies of  
Letters  
from  
Engineers  
referring  
to stone  
face.

Gentlemen,

On the 29th instant, out of nearly thirty applications for the appointment of resident Engineer, we have selected Mr. Pilkington, M. Int. C. E., who is about 45 years of age, has had long experience in Harbour Works. Moral character excellent, and we believe in every way most suitable for the appointment.

The arrangement we have made with him is that he is to receive 200 dollars per month his expenses out and home to be paid him. The appointment is subject to 3 months notice on either sides. We will advance Mr. Pilkington's expenses out to Quebec. We cabled as follows on the 29th: "Resident Pilkington leaves seventh."

HARBOUR IMPROVEMENTS.

We have under consideration the question of substituting the stone face to walls in place of the timber and concrete and we are in hopes of being able to accomplish this without increasing the contract sum, the advantages would be considerable for it would give employment during the winter months in getting out the stone, and reduce the quantity of Portland cement, to be imported from England at the same time the work would be of a lasting character.

By next mail we hope to write you more in detail on this subject.

We have the honor to be,

Gentlemen,

Your obedient servants,

(Signed), KINIPPLE & MORRIS.

*Report on nature of River bed and change in footing of outer slope.*

(Copy).

Resident Engineer's Office,  
Harbour Improvements Work.

Quebec, July 18th, 1878.

To the Chairman and Members of the  
Harbour Commissioners, Quebec.

Gentlemen,

Following the instructions of the Engineers in Chief in testing the character of the bottom forming the foundation of the Quay Wall of the proposed Tidal Harbour, I have to report for the information and guidance of the Commissioners, that the result of the observations made have confirmed the opinion, based in the first instance upon the nature of the material brought up by the dredges, since the commencement of the works. That the crib work blocks forming the caissons for the Concrete foundations of the wall at a depth of 24 feet below low water may now be placed in position without excavating to the extra depth of 5 feet shewn on the contract drawing—in view of substituting stone and clay filling in this space for the natural bottom.

The contractors will thus be able to sink the first concrete crib work block in position without delay.

By a modification in the construction of these blocks previously submitted to the Commissioners the engineers have been able to substitute stone for the

Kinipple  
P. 254  
l. 22

Refs to A. 18.  
not printed is -  
same as this  
part of Ex 29.

Kinipple  
P. 254 l. 22

Bowell  
P. 264 l. 33/4

#

RECORD.  
 In the  
 Superior  
 Court  
 No. 33  
 Plaintiff's  
 Exhibit,  
 No. 29,  
 Copies of  
 Letters  
 from  
 Engineers  
 referring  
 to stone  
 face.  
 continued—

superstructure in the face of the wall in lieu of the concrete and timber work as originally proposed from the level of 4 feet above low water to coping level throughout without extra cost.

The amount included in this schedule annexed to the contract under this head lettered B being met by a corresponding diminution in the concrete resulting from this modification.

The favorable conditions and nature of the bottom at the 24 feet level as already indicated for placing in position the first section of the Concrete Crib Work for the walling of the South Tidal Harbour will result in a somewhat similar saving—and I have now the honor to submit for the approval of the Commissioners the utilization of the saving thus produced in improving the construction of the outer face of the embankment by connecting the cribwork at the gas wharf with that at the ballast wharf along the entire length of the foreshore.

This open crib work, complete with ballast filling and dredge materials will then form a base or plinth course of Timber Work inclosing the entire area of the present work—at once useful in itself and forming a sufficient foundation for further improvements if required in this direction.

As in the case of stone superstructure of the Quay Walls, the cost of which is met by the reduction of the quantities of concrete in the modified blocks as previously referred to, so the cost of change herein proposed will be met partly by the saving in excavation and in the ballast or clay filling in the foundation of the Quay Walls and partly by the saving under the contract of certain other works in the slope and toe of the embankment which the change proposed either diminishes or dispenses with.

The comparative result in cost of this change and per contra—the way it is met may be briefly summarized as follows:—

Firstly, the cost of the proposed change represents:—

See plan A. B.—3,035 feet of dwarf crib work, by 6 ft. 7 in. by 9 feet, at 7¼ cts. per running foot, unit as per schedule.....	\$13,036 95 30
Excavation for ditto:	
1,600' x 12' x 9' or 1,422 c. yds. at 60c.....	853 20
Total cost.....	\$13,890 15

To be met out of money already voted that will be saved by this alteration, viz:—Savings in deduction from contract:

See plan A. B.—2,035 ft. of pitching in outer slope of Embankment, x 11' 5"—3,877 sup. yds. at 25c. ....	969 25
2,580 tons of stone, ditto, ditto, at 40c.....	1,033 60
2,500 c. yds. toeing or 5,000 at 40c.....	2,000 00 40
Allowance for non-clearance of boulders .....	500 00
See plan G. to D.—Dredging in Trench, 8,962.75 c. yds. at 33c.....	2,957 70
Filling in ditto, 16,074. tons at 40c.....	6,429 60
Total saving.....	\$13,890 15

The exact balance thus arrived at is obtained by a fair assessment of the difference under the head of clearance of boulders, which is put down at a lump sum in the schedule represented by item No. 4 in the above statement accompanying this report, is annexed an explanatory tracing shewing the position of the alteration proposed, the extended line of dwarf crib work enclosing the area from A. to B. by a length of line 3,035 feet in length, the saving before enumerated being found by its substruction for previous works partly on its own site and partly on the line G. to D. representing the position of the bottom or foundation under the concrete blocks of the North Wall of the South Tidal  
 10 Harbour.

RECORD  
 In the  
 Superior  
 Court.  
 No. 32.  
 Plaintiff's  
 Exhibit,  
 No. 29,  
 Copies of  
 Letters  
 from  
 Engineers  
 referring  
 to stone  
 face.  
 continued—

I have the honor to be, Gentlemen,  
 Your most obedient servant,  
 (Signed,) WOODFORD PILKINGTON, M.I.C.E.,  
 Resident Engineer.

Quebec, 22nd December, 1881.

SIMON PETERS, Esq.,

To BEAUCAGE & CHATEAUVERT.

No. 33.  
 Plaintiff's  
 Exhibit  
 No. 30,  
 Sub-con-  
 tractor's  
 Account  
 for Stone  
 Wall, 22nd  
 Dec., 1881.

FOR THE CONSTRUCTION OF A WALL AT THE HARBOUR IMPROVEMENTS.

	130,219 feet of Cut Stone at 51c. . . . .	\$66,411 69
20	Two Tablestones . . . . .	300 00
	149 <sup>28</sup> feet for the returning wall at 51c. . . . .	76 13
	<i>Cr.</i>	\$66,787 82

1879.		
	July 17—By Cash. . . . .	\$ 1,699 22
	Aug. 7— do. . . . .	3,626 56
	Sept. 13— do. . . . .	4,467 45
	Oct. 4— do. . . . .	2,244 06
	25— do. . . . .	765 00
	Dec. 5— do. . . . .	2,500 00
30	19— do. . . . .	2,993 89
1880		
	July 14— do. . . . .	4,448 58
	Aug. 11— do. . . . .	3,722 49
	31— do. . . . .	4,124 63
	Oct. 8— do. . . . .	5,169 72
	Nov. 23— do. . . . .	5,015 60
1881		
	Aug. 2— do. . . . .	7,754 40

H. J. Peters Esq  
 P. 331 l. 22  
 " 355 l. 10

Albert Peters Esq  
 P. 368 l. 45

	48,531 60	
40	E. & O. E. . . . .	\$ 18,256 22

(Endorsed)—Plaintiff's Exhibit No. 30, filed June 7, 1894. P. M. Dep. P. S. C.

*Contractor Sup. Brown.*  
*An rate of H.B. appended to next page.*  
*It shows approximation of wall; primarily on basis of progress lists.*

RECORD.

*#* In the Superior Court  
 No 34  
 Plaintiffs' Exhibit No. 31  
 Contractors Engineers statement as to cost of stone wall

Note. Total cost of Wall about.....		\$72,500 00
" " Bouchard about.....		3,520 00
About total cost.....		\$76,020 00
This total cost for 3550 feet linial equals about \$21 $\frac{414}{1000}$ per foot linial.		
Take the present amount Estimated 2458 linial feet at 21 $\frac{414}{1000}$ =.....	52,635 61	
Amount remaining to be done 1092 " " " " .....	22,384 08	
	76,019 69	76,020 00
The above is only aroximate.		

STATEMENT OF STONE 1880.

Total Stone in Tidal Basin Quay Wall 1240 feet =.....		44,418 48
" " Wet Dock " " 1218 feet.....		43,626 48
Total masonry.....		88,040 96
Total Estimate 1879 = 36.312 cub. ft. laid at 60 cts.....	31,787 20	
" " " 5.430 " delivered at 40 cts.....	2,172 00	
Total estimate 1879. ....	\$23,959 20	
Total stone Laid 1880.....51,728 96 .....		
Deduct Stone Delivered 1879 5,430 00 .....		
46,298.96.....at 60 cts	27,779 37	
Of Stone Div. 1879 Laid 1880 5430 .....	1,086 00	
Amount estimate 1880.....	\$28,865 37	
Total Estimate 1879.....\$23,959.20		
" " 1880.....28,865.37		\$52,824 57
Total masonry Laid 1879 & 1880 = 88,040.96 c. ft. ....at 60 cts		\$52,824 57
Am. Estimate 1879..... 23,959 20		
Previous Estimate 1880..... 22,398 60		46,357 80
Balance due 1880 .....		6,466 77

J. V. BROWNE,  
 Agent.

*Moore*  
*P. 278 l. 37 handwritten by H.B.*  
*295 l. 47*  
*H. J. Peters*  
*P. 332 l. 5*  
*Albert Peters*  
*P. 375 l. 47*  
*- 376 l. 8. 13. 31.*  
*- 377 l. 3.*



RECORD  
In the  
Superior  
Court

*Interstate maintained*

No 34  
Plaintiffs'  
Exhibit  
No. 31,  
Contractors  
Engineers  
statement as to  
cost of  
stone wall.  
*Continued*

STATEMENT.

Total.

From May 13th 1879 to 15th Dec. 1879.....	\$99,431 21
" " 9th 1880 Nov. 23rd 1880.....	43,512 06
" " 5th 1881 24th Oct. 1881.....	23,155 47
<hr/>	
	Previous Estimate.
From May 13th 1879 to 15th Dec. 1879.....	\$94,096 44
" " 9th 1880 to 23rd Nov. 1880 .....	37,193 31
" " 5th 1881 to 25th Oct. 1881.....	10,021 04

ESTIMATE—Quebec Harbour Improvements, of work done by Peters, Moore & Wright from May 9th 1880 up to and including the 23rd day of November 1880.

	Total Estimate.	Previous Estimate.	Amount due.
# MASONRY QUAY WALL 1880—48,108.96 cub. ft. at 60 cts.....	28,865 37	22,398 60	6,466 77
RETURN MASONRY BALLAST WHARF—149.28 cub. feet at 60 c.	89 56		89 56
BOLLARD BOXES QUAY WALL.—54 Boxes at 19.02½ = 1027.35			
Deduct Estimate 1879.....	321 36	705 99	543 53
18 Mooring Posts.....at 16.78	302 04		302 04
Return at Crib 55 .....	304 27	304 27	
25 Shoal Cribs.....at 717.18	17,929 50	17,929 50	
Tablet Stone Quay Wall .....	150 00	150 00	
	48 346 73	41,325 90	7020 83
Less 10 %.....	4,834 67	4,132 59	702 08
	43,512 06	37,193 31	6,318 75

J. VINCENT BROWNE, Agent.  
(Certificate No. 33.)

ESTIMATE—Quebec Harbour Improvements, of work done by Peters Moore & Wright from May 5th 1881 up to and including the 25th day of October 1881.

	Total Estimate.	Previous Estimate.	Amount due
# MASONRY TO QUAY WALL—40,923.04 cub. ft.....at 60 cts	24553.82 <sup>40</sup>	9,960 00	14593.82 <sup>40</sup>
Tablet Stone Louise.....	150 00	150 00	
8 Bollards Boxes.....at 19.02½	152 20	152 20	
29 Mooring posts at 41.94 = 1174,32 less Estimate of 302,04 in 1880. ....	872.28	8 2 28	
	25728.30 <sup>40</sup>	11,134 48	14593 82 <sup>40</sup>
	2572.83	1113 44	1459 38
	23155.47	10,021 04	13134.44

J. VINCENT BROWNE, Agent.

Certificate. No. 37.

Endorsed Plaintiffs' Exhibit No. 31, filed 7th June 1887, P. M. Dep. P. S. C.

*This is a Certificate  
should have been  
put before  
A.24*

*2/8/11*

*694*

*new  
Pliffs, SA A12:  
letter of contractors demands  
stone wall but - to  
on this*

*This shows that the Harbour Dept calculated the cost of the wall at 60¢ - see paper underlined p 219 It also shows the calculation of concrete backing; & it is further that they were the work actually done for all the argument here is that 2 estimates are a check on the actual amount - all concrete.*

*From printed report of J. H. B. compiled by Pilkington.*

QUEBEC HARBOUR IMPROVEMENTS.—(Annexures A & B.)

RECORD.  
In the Superior Court.

SYNOPSIS of work done from the 2nd May, 1877, to the end of the Fiscal Year ending 30th June, 1880.

No. 35. Plaintiff's Exhibit No. 32, Synopsis of work done from May 1877 to 30th June, 1880.

Nature of Works.	From 2nd May, 1877, to 30th June, 1879.		From 30th June, 1879, to 30th June, 1880.		Required to complete Contract.		Approximate cost of Works.	
	Quantities.	Amount.	Quantities.	Amount.	Quantities.	Amount.	Quantities.	Amount.
<b>Dredging.</b>								
In Tidal Harbour Channel.....	126,777 C. yds.	\$ 31,694 25	20,268 C. yds.	\$ 5,067 00	2,955 C. yds.	\$ 738 75	150,000 C. yds.	\$ 37,500 00
do Trench.....	90,280 do	29,792 40			10,370 do	3,422 10	100,650 do	33,214 50
In Wet Dock Channel.....	31,096 do	6,219 20	88,660 do	17,732 00	50,244 do	10,048 80	17,000 do	34,000 00
do Trench.....	52,780 do	13,195 00	34,475 do	8,618 75	6,195 do	1,548 74	93,450 do	23,362 50
In Tidal Basin, "Supplementary Particulars".....	14,573 do	3,643 25	88,000 do	22,000 00	147,427 do	36,856 75	250,000 do	62,500 00
For Northern Crib-work.....	2,952 do	731 25						731 25
<b>Northern Crib-work.</b>								
Sub-structure.....	798 L. ft.	4,328 04						4,128 04
do.....	580 do	9,533 83						9,533 88
do.....	3,000 do	16,033 43						16,033 43
do.....	45,500 C. ft.	9,116 77	3,440 L. ft.	41,878 91				50,995 68
do.....	120 L. ft.	1,787 92						1,787 92
Tidal Harbour Crib Blocks.....	31 No.	40,364 14						40,364 14
Wet Docks do.....			30 No.	21,515 40	25 No.	17,929 50		39,444 90
Masonry.....	3,702 C. ft.	2,221 20	45,496 C. ft.	27,297 60	84,793 C. ft.	50,875 96	133,991 C. ft.	80,394 76
<b>Concrete.</b>								
Tidal Harbour Blocks 8 to 1.....	6,975 C. yds.	33,131 25						33,131 25
do do 4 to 1.....	3,379 do	21,118 75						21,118 75
South Wet Docks do 8 to 1.....			4,148 C. yds.	19,703 00	3,332 C. yds.	15,827 00	7,480 C. yds.	35,530 00
do do 4 to 1.....			1,372 do	8,578 12	1,103 do	6,890 63	2,475 do	15,468 75
In Masonry Backing 8 to 1.....	1,335 C. yds.	6,341 20	3,190 do	15,152 00	6,370 do	30,258 05	10,895 do	51,751 25
Concrete in Foundations, South Wet Docks, 16 to 1.....			2,056 do	6,168 30	1,772½ do	5,317 50	3,828½ do	11,485 80
Extra concrete.....			814 do	3,866 50				3,866 50
Extra piling.....				624 65				624 65
Bollards.....				551 72		2,195 12		2,746 84
Preparing foundation, South Tidal Harbour.....		1,360 80						1,360 80
Preparing foundations, South Wet Harbour.....				1,000 00		989 00		1,989 00
<b>Stone.</b>								
Facing to Northern Crib-work.....	1,535 Tons.	614 00						614 00
Backing to Tidal Harbour Block.....	12,824½ do	5,129 80	1,086 Tons.	434 40			13,910½ Tons.	5,564 20
In concrete do.....	8,356 do	3,342 40						3,342 40
Backing to Wet Dock Blocks.....			8,677 Tons.	3,470 80	5,000 Tons.	2,000 00	13,677 Tons.	5,470 80
In concrete Wet Dock Blocks.....			5,008 do	2,003 20	4,992 do	1,996 80	10,000 do	4,000 00
In extra concrete.....			116 do	46 40				46 40
do backing.....			102 do	41 09				41 09
<b>Clay.</b>								
Backing Tidal Harbour.....	7,754 28	1,888 57	351 do	87 75				1,976 32
do backing.....			1,387 do	346 75		353 25		700 00
<b>Handling Materials.</b>								
Stone toeing.....	2,461 C. yds.	246 10						246 10
do in Tidal Harbour.....	15,711 do	1,571 10						1,571 10
do Wet Dock.....			8,731 C. yds.	873 10		2,461 30		3,334 40
Contingent Fund.....						3,858 99		3,858 99
<b>Miscellaneous Items.</b>								
In forming roadway.....						8,829 80		8,829 80
Toeing to Tidal Harbour wall.....						161 00		161 00
<b>Ladders.</b>								
No. 4 in Tidal Harbour.....						94 12		94 12
No. 8 in Wet Dock.....						198 40		198 40
Pitching slope.....						340 50		310 50
Stone for roadway, etc.....						20,000 00		20,000 00
Totals.....		243,209 65		207,057 44		223,192 07		673,459 16

*H. J. Peters Esq*  
*P. 331 l. 28*  
*supply papers*  
*document*

*- at 60¢*

Certified.  
(Signed) WOODFORD PILKINGTON, M. I. C. E.,  
Resident Engineer.

All correspondence in regard to Superstructure of  
Northern Embankment in lieu of ditched slope.

(Telegram).

February 6th, 1879.

To Moore & Wright, Boston, Mass.

If outer crib work is carried to coping level throughout in lieu of jetties do you consent to fill it on same terms as jetties.

SIMON PETERS.

(Telegram).

Boston, Mass., February 6th, 1879.

To Simon Peters, Grant St.

10 We will consent provided there are no reductions in our work except those already consented to by us.

EDWARD MOORE,  
A. R. WRIGHT.

Boston, February 6th, 1879.

Simon Peters, Esq.,

My dear Sir,

Your telegram was forwarded to me last night and we have sent you a copy of the enclosed telegram to-day.

20

SIMON PETERS, Esq.,  
Grant St., Quebec.

" We will consent provided there are no reductions in our work except those already consented to by us."

EDWARD MOORE,  
A. R. WRIGHT.

I shall return to Portland to-night and will be pleased to have your views on the above changes.

Yours very truly,  
E. MOORE.

30

Portland Maine, Feb. 10th 1879.

My dear Harry,

Yours of the 7th at hand and contents noted also your telegram in regard to this same matter reached me in Boston and I sent you an answer to same as soon as I got it. Was sorry for the delay. Shall be in Boston and New York before the last of the month and if you will be kind enough to send me Harry Gillispie's address I will send him one of the photographs of the works which we have marked for him. In regard to crib work for the north side I would say that we shall consent to fill the same without extra cost. If we are not com-  
40 pelled to reduce our work beyond what we have already consented to. This extra filling will give us more trouble and expence than the slope would. But as it is an advantage to us and a profit to your father we shall be pleased to do all we can to help the matter along. As to the date of completion you can arrange that to suit your father and we will make the filling as fast as our work proceeds. This change is a very good one and would have saved a good deal of

RECORD.

In the  
Superior  
Court.

No. 36.

Plaintiff's <sup>Moore &</sup>  
Exhibit

No. 33, p. 281

Corres- <sup>l. 281</sup>  
pondence <sup>of 29.</sup>

between

Contractors

and with p. 311 l. 29

Engineer

referring

to change

in northern

Crib work,

5th Feby.

1879 to

14th Nov.,

1881.

RECORD.

In the  
Superior  
Court.

No. 36  
Plaintiff's  
Exhibit,  
No. 33,  
Corres-  
pondence  
between  
Contractors  
and with  
Engineer  
referring  
to change  
in northern  
Crib work,  
5th Feby.  
1879 to  
14th Nov.,  
1881.

continued—

work if it had been done last year and will save a good deal, yet if done the 1st of this season. Do the board expect this crib work to be built out of any savings that they may make by reductions from our contract or do they order it as an extra if it is an extra and no part of our present work or contract sum is to be reduced we shall give our consent. The Wright wedding is, I believe, to be strictly a family affair and a *very private one* at that. My rheumatics have been given me quite a seige this winter but I am improving at the present time and hope to be in Quebec about the 1st. of March. You say you shall telegraph us what your father says. Is he absent from Quebec this winter, if so and he gets near Portland shall expect to see him for a few days before his return to Quebec. 10  
Mrs. Moore's health is very good this winter and she wishes to be remembered to your father's family and to you and your wife and wishes me to say that she should be happy to have you and your wife make us a visit at our home this season. We are having very good weather with us this winter, kind regards to Mr. Pilkington.

Yours very truly,  
ED. MOORE.

Portland, Me., February 17th, 1879.

20

SIMON PETERS, Esq.,

My Dear Sir.

Yours of the 14th with letter to board enclosed which I have signed and mailed to Harry this day. I agree with you that the Commissionners are doing the right thing in having this crib work carried to coping level and we shall do all in our power to fill the same (taking the expense into the acct.). Up to coping level at the date you name. Thanks for your kind wishes. We have one or two good jobs offered us, but do not know if we shall accept them as yet. Our Mr. Wright has written me that he had a very pleasant call which he made on you last week. I think your suggestion very good as to keeping this dredging matter quiet until we can get together and talk the matter over. I am very much 30 surprised that Messrs. K. & M. should take the course they have in this matter and hope they will see their error and withdraw their instructions to Mr. Pilkington before it becomes too late. The telephone I have not seen at work with divers but hear that it is not a success. Am sorry that you will not be able to get down this way before you return home, but hope to have you and Mrs. Peters make us a visit during the season. Can you not spare a day or two for a run down to Washington this week and see Congress before you return. I would like very much to go over to Washington with you and if you can spare a day or two and will telegraph me at Morrill's Corner, Maine, Tuesday afternoon, I can take the train next day and be in New York, Thursday morning and in Washing- 40 ton Thursday night so we can spend a day or two then to very good advantage and see the sights. Hope you will be able to make the above arrangements as I would really like to have you see Washington this winter. Pleased to hear Mrs. R. came out all right.

Remember me to Mr. and Mrs. Gillespie, and with kind regards to all.

I am, very truly yours,

EDWARD MOORE.

Box 1498, Portland, Maine.

Resident Engineer's Office,  
Harbour Improvement Works  
Quebec April 3rd 1879.

RECORD  
In the  
Superior  
Court.

Messrs. Peters, Moore & Wright,  
Contractors, Q. H. I. Works.

Gentlemen,

10 The Harbour Commissioners having by resolution authorized the carrying up, of the outer or Northern face of the Main Embankment of the Harbour Works, to coping level in crib work in lieu of a pitched slope as at first intended. I am instructed to direct you to proceed with this work as an extra to the Contract, forthwith making such deductions as are affected by the abandonment of the pitched slope.

The plan to be observed in the construction of the crib work is shewn on the tracing herewith shewing a succession of counterforts 15 feet deep and 10 feet wide, at intervals of twenty feet behind a continuous line of 9 feet crib work corresponding in width and construction with these recently sunk in position below having a face of solid entremise filling between the crossties or *corps morts*.

It is understood that this work is to be executed in every respect subject to the conditions of the contract and specification and in no way invalidating its conditions.

20 The whole of the work involved in this extra is to be finished independently as to time, that is to say is to be brought to coping level and the dredge material inserted so as to form a bank on that side the entire distance from the gas house wharf, to the ballast wharf and brought to formation level by the 20th September, 1879.

On the tracing the details of the bolting and the platforms are not shewn, but it is understood that they will be inserted wherever needful and generally conforming to the system adopted in the 120 foot crib at the ballast wharf, the drive bolts to be ragged and driven through 2 courses and well into the third course of the wood works.

30 Care to be taken with the proper bolting of the platforms, especially in front where a certain proportion of squared stuff must be employed to stiffen it longitudinally.

I annex a copy of the resolution of the Commissioners, so that their intentions may be more clearly understood and the work completed in compliance therewith.

I have the honour to be

Yours obediently,

WOODFORD PILKINGTON, M.I.C.E.

Resident Engineer.

No. 36  
Plaintiff's  
Exhibit, *me*  
No. 33, *p. 281*  
Correspondence *l. 29*  
between *every*  
Contractors  
and with  
Engineer  
referring  
to change  
in northern  
Crib work,  
5th Feby.  
1879 to  
14th Nov.,  
1881.  
*continued—*

RECORD.

HARBOUR COMMISSIONERS' OFFICE.

Quebec, March, 1879.

*In the  
Superior  
Court.*

No. 36.  
Plaintiff's  
Exhibit  
No. 33,  
Corres-  
pondence  
between  
Contractors  
and with  
Engineer  
referring  
to change  
in northern  
Crib work,  
5th Feby.  
1879 to  
14th Nov.,  
1881.  
*continued—*

At a meeting of the Quebec Harbour Commissioners held at their Court Hall Custom House the 26th day of March 1879.

The following resolution was unanimously adopted:—

*Resolved:* That the Resident Engineer be directed to put into effect the recommendation contained in his letter of the 15th January last, laid the same date before this Board, by ordering the Contractors of the Harbour Improvements to construct a crib work from top of the low crib work, now in course of construction on the outer or northern face of the embankment, up to coping level for 10 the entire length of the embankment, in lieu of the pitched slope as originally intended, the said Contractors to complete the works subject in all respects to the conditions of the contract, at schedule ratio, the cost of said work estimated at said ratio, to be about the round sum of forty-eight thousand dollars \$48,000 said cribwork to be completely finished and delivered over to the Commissioners on or before the 20th September next, and further that they accept the tracing signed by Kinipple & Morris, 12th instant as their rule in construction of said crib work. This resolution cancels the order given for the building of ten blocks (as proposed by Resident Engineer) at the meeting of the Commissioners held the 7th August last, there is also included in above figures the credit sum 20 for non construction of pitched sloping bank.

(Certified.)

(Signed,) A. H. VERRET,  
Sec. Treas.

(Copy)

Resident Engineer's Office.  
Harbour Improvement Works,  
Quebec, Oct. 13th, 1880.

Messrs. PETERS, MOORE & WRIGHT,  
Contractors.

Gentlemen,

30

I have received a letter from the Secretary to the Harbour Commissioners copy of which I enclose requesting me "to insist upon the filling up immediately of the Northern Crib Work of the Harbour Improvements, the Commissioners being determined to entertain no more certificates from me as long as that portion of the work remains unfinished."

I have therefore to request you to commence without delay the deposit of material along the inside of the Northern Crib work.

The special attention of the contractors have been drawn to this on previous occasions, particularly by letter of Mr. Morris, signed Kinipple & Morris, of the 9th August last, now nearly two months ago, since which nothing has been done 40 towards continuing the back filling along the main work of the Northern Crib work.

*p. 281, l. 45  
et 24.*

It may be well to point out, that this work was placed there as an extra contract in lieu of the pitched slope, which would have involved a greater amount of trouble with the filling and as larger a quantity of materials.

Every possible benefit from another view has arisen from the fact if no screens or groins having been necessary to protect the work during progress.

It becomes therefore imperatively necessary that this work should be immediately put in hand by the employment of further plant so as not to delay the backing up of the masonry.

Yours obediently,  
 (Signed), WOODFORD PILKINGTON, M.I.C.E.,  
 Resident Engineer.

HARBOUR COMMISSIONERS' OFFICE.

Quebec, 9th October, 1880.

Sir,

I am directed to request you to insist upon the filling up immediately of the Northern Crib work of the "Harbour Improvements." The Commissioners being determined to entertain no more certificate from you as long as that portion of the works remains unfinished.

Yours respectfully,  
 (Signed)

A. H. VERRET,  
 Sec.-Treas.

W. PILKINGTON, Esq., M.I.C.E.,  
 Resident Engineer, Harbour Works,  
 Quebec.

(Copy)

*The Embankment of the Northern Cribwork River St. Charles Harbour works.*

Resident Engineer's Office,  
 Harbour Improvement Works.  
 Quebec, October 20th, 1881.

Messrs. PETERS, MOORE & WRIGHT,  
 Contractors,

Sirs,

Referring to my letter of the 13th of October of last year, wherein, following the special instructions of the Harbour Commissioners, I requested you to commence without delay the deposit of material along the inside of the Northern crib work. I have now to inform you that whereas these instructions have not been complied with, and that for a considerable length say 2,000 feet, the crib work has by constant washing of the tide become subject to denudation of such partial filling as was placed therein, that I shall pass no further estimates or certificates in to the Commissioners until such time as this filling is proceeded with, and then only subject to deduction for value of work unexecuted in terms of the contract. Further, that the complete filling behind the Quay Wall for a width of 50 feet exclusive of slope being needful and in terms of the contract

RECORD.  
 In the  
 Superior  
 Court.

No. 36  
 Plaintiff's  
 Exhibit,  
 No. 33,  
 Correspondence  
 between  
 Contractors  
 and with  
 Engineer  
 referring  
 to change  
 in northern  
 Crib work,  
 5th Feby.  
 1879 to  
 14th Nov.,  
 1881.  
 continued—

p. 282, l. 25.

RECORD. obligatory throughout—that the same principle will be applied to it in matters of further certificate.

In the Superior Court.

And unless the work herein referred to, be vigorously undertaken forthwith, I shall deem it my duty to apply the clauses of the contract for these purposes needful and put the work on hand at the cost of the contractors.

No. 36. Plaintiff's Exhibit No. 33, Correspondence between Contractors and with Engineer referring to change in northern Crib work, 5th Feby. 1879 to 14th Nov., 1881.

(Copy.)

I have the honor to be,  
Yours obediently,  
(Signed), WOODFORD PILKINGTON,  
Resident Engineer.

10

*Banking in Northern Crib Work in lieu of Pitched Slope.*

Resident Engineer's Office,  
Harbour Improvement Works.  
Quebec, November 14th, 1881.

p. 252 l. 20

Messrs. PETERS, MOORE & WRIGHT,  
Contractors.

Sirs,

Adverting to your letter of October 26th, 1887, on the above subject, I find on inspection of the Northern Crib Work made this day that little or nothing is being done even to secure it in places where it manifestly requires protection, if left in its present generally unfinished state during the winter. In your letter above referred to, you say "you intend to take the material which we dredge from the channels and extra dredging and place it in the Northern Crib Work." I should be glad to know when you intend with the ample material still at your disposal to complete this part of your contract.

I have the honour to be,  
Yours obediently,  
(Signed,) WOODFORD PILKINGTON,  
Resident Engineer.

(Endorsed) Plaintiff's Exhibit No. 33. Filed 7th June, 1894. P. M. D. P. S. C. 30

Resident Engineer's Office,  
Harbour Improvement Works.  
Quebec, Dec. 19th 1878.

Messrs. PETERS, MOORE & WRIGHT,  
Contractors.

Gentlemen,

In terms of clause 18, page 5, of your contract, the commissioners approve of the masonry in the walling of the Quay Wall of the Tidal Harbour being executed under you by Messrs. Beaucage & Chateauvert, of Deschambault, subject in all respects to the conditions of the contract.

Yours obediently,  
WOODFORD PILKINGTON,  
Resident Engineer.

40

(Endorsed) Plaintiff's Exhibit No. 34, filed June 7th 1894. P. M. D. P. S. C.

No. 37. Plaintiff's Exhibit, No. 34, Letter Resident Engineer to Contractors 19th Dec., 1878.

p. 252 l. 34

KINIPPLE & MORRIS.

2 Westminster Chambers,  
London, S. W., and Greenock, N. B.,  
May 29th, 1879.

RECORD  
In the  
Superior  
Court.

MESSRS. PETERS, MOORE & WRIGHT,  
Contractors,  
Harbour Works,  
Quebec.

No. 38.  
Plaintiff's  
Exhibit  
No. 35, *Moore's*  
Letter *p. 282*  
*C. 40.*  
Chief  
Engineers  
to  
Contractors  
29th May,  
1879.

Gentlemen.

In reply to your letter of the 17th inst., in reference to a proposed modifica-  
10 tion in the small cribs for the Wet Dock ; we have looked into the question and  
we are willing to make the alteration you desire, as shewn in the enclosed tracing  
upon the following conditions:

1. That it is distinctly understood that the guage and intermediate piles are to be driven first, and before the cribs are placed in position ;
2. On account of the timber of the Cribs occupying the space provided for fine concrete, that the thickness of the fine concrete be now made 2 ft. 9 in. (exclusive of slope) instead of two feet, measuring from the inside face of piles ;
3. That the transverse ties be increased as shewn on tracing. The diagonal bracing to be increased if necessary ;
- 20 4. That the whole of the alterations in accordance with the conditions named above, and the enclosed tracing be carried out without any extra charge whatever to the Commissioners, and on the understanding that they in no way vitiate or annul the contract.

We are, Gentlemen,  
Your faithfully,  
KINIPPLE & MORRIS.

(Endorsed) Plaintiff's Exhibit No. 35, referring to Exhibit 12,  
Filed June 7, 1894. P. M. D. P. S. C.

Contractors Notice No. 12.  
Resident Engineer's Office,  
Quebec Harbour Works.  
Quebec, October 17th 1877.

No. 39.  
Plaintiff's  
Exhibit, *Moore*  
No. 36, *p. 282*  
Letter *C. 43.*  
Resident  
Engineer  
to  
Contractors  
17th Oct.  
1877.

MESSRS. PETERS, MOORE & WRIGHT,  
Contractors.

Gentlemen,

I have to inform you that the 120 foot crib block No. 3 last sunk at the  
ballast wharf is not in line with the two blocks first sunk whatever might be  
done in closing up ends which do not butt or correcting the batter here and there  
in work otherwise true to line this is an error, I cannot overlook. The block No.  
40 3 must therefore be lifted and re-sunk.

Yours obediently,  
WOODFORD PILKINGTON,  
Resident Engineer.

(Endorsed) Plaintiff's Exhibit No. 36, filed June 7 1894. P. M., D. P. S. C.

RECORD.

Quebec, April 29th, 1878.

S. PETERS, Esq.,

*In the  
Superior  
Court.*

Dear Sir,

We want the inclosed order of deals and timber to make a screen on break-water at the upper and lower ends of our works under the agreement between us in our contract which is that you are to furnish suitable timber and stock and we are to do the labor for the same.

We want for the above breakwater 600 deals of spruce or hemlock 3 inches thick and 18 feet long for the lower end of the work, also 600 deals of spruce or hemlock 3 inches thick 14 feet long, for the upper end of the work. Also we shall need 25,000 lineal feet of timber to make the cribs to hold the breakwater and which should be at least 10 x 10 and to cut up in 10 ft. lengths. We shall need some 3,000 lineal feet of 10 x 12 for stringers between the cribs. The above breakwater we have got to put up before we can do any work on the trenches. Please let us know when we can get the above stock and oblige. Are you going to want your old foreman Frank Deruisseau, he is at work for us and wants us to give him a job, but if you want him, we shall not hire him. Please let us know.

Yours truly,

MOORE & WRIGHT.

20

(Endorsed) Plaintiff's Exhibit No. 37, filed June 7, 1894. P. M., D. P. S. C.

EDWARD MOORE.

AUGUSTUS R. WRIGHT.

MOORE & WRIGHT,

Contractors on Quebec Harbour Improvements.

P. O. Box 515.

Quebec, December 2nd, 1880.

SIMON PETERS, Esq.,

Dear Sir,

We can see nothing wrong with the enclosed bill, but think you must have forgotten the conversation at the Commissioners' Office with regard to the trowel which was, that you would furnish the trowel, if Moore & Wright would arrange the filling and hoisting arrangements to put the stone in place; our expense was some \$300 in carrying out that part of the work which we have not received; the cash collected by Mr. Brown for wharfage has been credited to our joint account for agent, messenger, taxes, &c.

Yours, &c.,

MOORE & WRIGHT,

pr. T.

(Endorsed) Plaintiff's Exhibit No. 38, filed June 7, 1894. P. M., D. P. S. C.

*Moore  
p. 282  
l. 46*  
No. 40  
Plaintiff's  
Exhibit,  
No. 37,  
Letter  
Moore &  
Wright  
to Peters  
29th April,  
1878.  
*Albert Peters Esq*  
*p. 399. l. 4*

*Moore  
p. 283  
l. 3*  
No. 41.  
Plaintiff's  
Exhibit  
No. 38,  
Letter  
Moore &  
Wright,  
to Peters,  
2nd Dec.,  
1880.

(Confidential.)

Portland, Me., September 28th, 1886.

RECORD.

My dear Peters,

Soon after my last visit to Quebec, I wrote to Messrs. Kinipple & Morris to send us a detailed statement of their final certificate signed by their firm and received the following reply yesterday: "Gentlemen, I am in receipt of your letter of the 20th, which will have my attention shortly." I regret to tell you that my partner, Mr. Morris, is dying in fact is not expected to live more than a few hours, since Sunday he has been off and on quite unconscious and the poor fellow is reduced to an absolute skeleton. He has, Addison's disease, and although an absolutely painless death. His weakness is most distressing. His appearance is that of yellow marble. It appears that no matter what nourishment is given him it passes without the least assimilation taking place. As Mr. Morris will no longer be available in any matters connected with the Quebec works, there is really only Mr. Pilkington who knows anything about them. Have you heard from or do you know anything about him. He left England for Cearce, South America, I think, a couple of years ago. I will do what I can and endeavor to send you a copy of the statement on which our final certificate was based. Although Mr. Morris is conscious for a short time and his brain is as clear as it was when he was in health. The doctors will not under any consideration allow him to be seen so I cannot ask him even one question about the statement. I am in Greenock.

In the Kinipple & Morris  
 Superior Court. P. 243 L. 15  
 No. 42. Moore & Co  
 Plaintiff's Exhibit  
 No. 39, p. 283, l. 10  
 Letter  
 Moore to Peters, p. 314  
 28th Sept. L. 32  
 1886.

Yours truly, W. R. KINNIPPLE.

P. S.—I do not expect to be in Quebec this Fall.—KINNIPPLE & MORRIS.

I send a copy of this by the same mail to Mr. Bossé and say to him that I think it best that this information should be kept quiet for the present that we may learn what move the Board will make in the matter. I learn from Mr. Bossé and Mr. Cook that Mr. Stuart has asked for further delay to enable them to make up their plea to our action and that the Court have granted them until the 7th of October. I am inclined to think that Stuart has written to Messrs. Kinipple and Morris and no doubt sent them a copy of our action. The death of Morris will leave them in the hands of Mr. Boswell and Mr. Pilkington and I do not think that either one of these gentlemen would be so unfair and I might say dishonest as Mr. Morris has been in the past. I am inclined to think if the Court should decide against our action and throw us back on the Engineers as the final arbitrators that Mr. Kinipple would now do much better by us than he would have done when he was under the influence of Mr. Morris. I think that the death of Mr. Morris will be a greater loss to the Commission than it will be to us in this suit. I will take a run over to Quebec as soon as Stuart makes his plea to our action and we then can talk these matters over. Since I wrote you last I have got into political life that is I have been elected to our House of Representatives for two years. This was against my wish and expectations as our district is politically opposed to me in politics, although I made no fight for the place I had over a hundred majority which was a change of over 275 on a vote of some 1500 since last election. Our business has been very dull this season, but the prospects are looking better for next season with kind regards to all of your family in which Mrs. Moore joins me.

I am, yours very truly, EDWARD MOORE.

Portland Maine, Dec. 17th 1886.

RECORD.

My dear Peters,

I have received a letter from Mr. Bossé which says that the Court has dismissed the Plea of the Quebec Harbour Commissioners and that we shall be allowed to go on and make our proof. I must congratulate you on this point gained and think we can now show to the Board the great injustice which has been done us for so long a time. I see by the papers that our old friend Samson has been badly taken in by the Maguires. Samson writes me under date of Dec. 18th., "your presence in Quebec would be much required just now to help me to settle the account with the Harbour Commissioners. I am badly fixed with the Maguires." I have written him that if he has gained any information that a settlement could be brought about to write me fully and that I would come to Quebec and confer with him if it was important. I do not think his friend in the Board would do anything to bring about a settlement of our case unless it was to help him personally. I will keep you posted as to what I hear from the old gent. Now as to our case. I think it will be very difficult for the Commission to make a defense against our claim in the Courts as they have only Boswell left and he is to much of a man to make or give false testimony as Morris did before the Board of Arbitrators. I have written Bossé that I would come to Quebec and have a conference with you and him in reference to our Evidence and time of trial as soon as he wished.

I have a letter from Kinipple in which he says that now Mr. Morris is dead then is no one left but Mr. Pilkington who understands the Quebec matter. This would seem to indicate that he does not understand it.

I will say to you in confidence that Boswell has written Mr. Perley and said to him at the time L. C. & Co., made the charge for the removal of sand from the embankment that there was no such amount of material left by us and to the best of his knowledge, the embankment was levelled down by the contractors in the Fall of 1881. I hear nothing from our friend Pilkington since I wrote you last.

With my best wishes that you and yours have a Merry Christmas and a happy New Year.

I am yours truly,

EDWARD MOORE.

2 Westminster Chambers,  
London, S. W., and Greenock, N. B.,  
20th April, 1887.

A. H. VERRET, Esq..

Sec. Treasurer to the Harbour Commissioners, Quebec.

Sir,

I have the honour to acknowledge the receipt of your favour of the 18th ultimo requesting the late firm of Kinipple and Morris to furnish the Commissioners with the data on which the sum of \$55,011.00 was allowed in the final certificate in connection with Messrs. Peters, Moore & Wright's contract for the Harbour Improvements.

*Kinipple*  
P. 243  
L. 3.  
*Moore*  
p. 253  
L. 14.  
p. 314  
L. 43.

In the  
Superior  
Court.  
No. 43  
Plaintiff's  
Exhibit,  
No. 40,  
Letter  
Moore  
to Peters,  
17th Dec.,  
1886.

No. 44  
Plaintiff's  
Exhibit  
No. 41,  
Copies of  
Letter  
Chief  
Engineer  
and Q. H. C.  
and Chief  
Engineer  
and Moore,  
19th April,  
1886 and  
20th April,  
1887.

*Kinipple*  
P. 242-3. L. 39  
" 245 L. 22  
P. 245 A. 10. is the  
same as this for 41

*Woods*  
P. 263 L. 1.  
*Verret*  
P. 275 L. 38  
*Moore* P. 283 L. 17  
" 314 L. 23

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I regret that owing to my absence from my Westminster and Greenock offices during the last few weeks, I have not been able to reply to your letter earlier, in fact, I only returned to Westminster this morning.

In consequence of the death of my partner, last year and the recent death of my son, Mr. James H. Kinipple, it is extremely difficult for me to trace all the details upon which the final certificate was founded as this matter was principally attended to by the late Mr. Morris.

I shall, however, be glad to do all in my power towards preparing a statement and as Mr. Pilkington, who was familiar with all the details of the case, is at present in London, I would suggest that your Commissioners would request him to go into the matter. Mr. Pilkington's address is No. 50. The Grove, Ealing, London.

I leave to morrow for Jersey, where I will be engaged for a week or so, but on my return to Westminster, I will give the matter my immediate attention.

I have the honor to remain, Sir,

Your obedient servant,

(Signed), WALTER ROBERT KINIPPLE.

2 Westminster Chambers,  
London, S. W., and Greenock, N. B.,  
19th April, 1886. ?

20

MESSRS. MOORE & WRIGHT,  
Contractors,  
Portland, Maine, United States.

Quebec Harbour Works,  
Final certificate.

Dear Sirs,

Herewith as desired we send you copy of final certificate. We offer the following remarks on the same.

We carefully read over the letter and statement forwarded to us through Mr. Pilkington, and have tried as far as possible to divide the items, but we have found (except in a few items) it is impossible at this distance of time to go into all details you ask, and, had we attempted it, we fear we should have got into a hopeless confusion; therefore, as you will expect, the final certificate is based on the result we come to, at the time of the arbitration, when every question was fully before us, and fresh in our minds and when all differences were fully gone into at the time, and settled.

With regard to the deductions for sand left on the Louise Embankment, we are assured that it was carefully measured and the amount ascertained. We feel we must leave you to go to Quebec and prove your case, which ought to be easily done if you are correct.

Mr. Boswell must know as well as the resident engineer the state of matters at the time you gave up the works.

Yours truly,  
KINIPPLE & MORRIS.

RECORD

In the  
Superior  
Court.

No. 44.  
Plaintiff's  
Exhibit  
No. 41,  
Copies of  
Letters  
Chief  
Engineer  
and Q. H. C.  
and Chief  
Engineer  
and Moore,  
19th April,  
1886 and  
20th April,  
1887.  
continued—

Refs to A. 35 not  
printed in the same  
as this letter -

Kinipple  
P. 242-3 L. 42  
Moore  
P. 300 L. 10  
311 L. 8  
314 L. 23

RECORD.

2 Westminster Chambers,  
London, S. W. and Greenock, N. B.  
5th January, 1887.

p. 283, 1. 16

In the  
Superior  
Court.

EDWARD MOORE, Esq.,  
P. O. Box. 1498.  
Portland Maine.

No. 44.  
Plaintiff's  
Exhibit  
No. 41,  
Copies of  
Letters  
Chief  
Engineer  
and Q. H. C.  
and Chief  
Engineer  
and Moore  
19th April,  
1886 and  
20th April,  
1887.

My Dear Sir,

Your letter of the 6th November last should have been answered before this but I have been moving about so much during the last two months that I have had practically little or no time to attend to office matters, and your letter among others has therefore not been replied to. I now send you copy of the detailed statement upon which our final certificate of 4th February, 1886, is based, which I presume is what you want.

Mrs. Pilkington is at present in London, having written to me a short time since for Mr. Morris' address. She stated in her letter that Mr. Pilkington was still at Cara in South America, on the Harbour works there, and is in good health.

Regarding the Louise Embankment, I may say that I feel proud of the manner in which it was executed, and thank you for the satisfactory way in which you executed the work under our firm as engineers.

Yours very truly,

WALTER ROBERT KINIPLE.

True copies,

GIBSONE & AYLWIN,  
Attorneys for Plaintiff.

(Endorsed) Plaintiff's Exhibit No. 41, filed June 8, 1894. P. M., D. P. S. C.

Kiniple  
p 242 l. 44  
245 l. 20  
Moore  
p. 283 l. 16

No. 45.  
Defendants' Replication to Special Answer, 16th June 1894.

Canada,  
Province of Quebec,  
District of Quebec. }

In the Superior Court.

No. 2453.

Simon Peters,

Plaintiff.

vs.

Edward Moore et al.,

Defendants.

And the said Defendants by this their special replication unto the special answer of the said Plaintiff in this cause filed, say:

1. All, each and every the facts set forth in said special answer save in so far as they agree with the allegations of the Defendants' plea and of the present replication, are false and untrue, and the Defendants deny each and every thereof.

2. The Defendants deny the allegations of the twelfth paragraph of the said special answer, and allege that Plaintiff's Exhibit No. 8, is a memorandum made by the Plaintiff or his servants, that it is in no respect binding upon the Defendants and that it is inaccurate and untrue.

3. That with reference to the alleged estimate Plaintiff's Exhibit No. 15, the same is also a memorandum or calculation made by the Plaintiff or by his agents, it is not binding upon the Defendants, and the Defendants deny the accuracy thereof.

4. That if the Defendants did not do the fine concreting contemplated by the original plans they did do a coarser class of concrete to a very much larger extent and of a very much greater value than was contemplated by the said original plans, and the said Plaintiffs are entitled to the allowance made for the said fine concreting, to which the coarse concreting was substituted, such substitution having been made by order of the Engineers.

5. The Defendants specifically deny the accuracy of the whole of Plaintiff's Exhibit No. 6, save in so far as they may have admitted certain items thereof by their plea.

6. With reference to the progress estimates referred to in the said special answer, the Defendants do not admit the accuracy of the copies produced, allege that in any event the said progress estimates were a mere matter of convenience, and were under the terms of the contract binding neither upon the contractors, nor upon the Quebec Harbour Commissioners, nor between the contractors themselves, but all the said progress estimates were subject to be dealt with by the Engineer in and by his final estimate.

7. And the Defendants aver, that the said Engineers did deal with the whole of the said progress estimates by the final certificate, and the said certificate was based upon entirely different principle from the progress estimates, and in fact the progress estimates do not in any respect determine the rights of the parties that are solely determined by the final certificate and the details thereof pleaded by the said Defendants in and by their plea.

8. The Defendants allege that the Chief Engineer having under the contract, for the execution of the works, full power to alter the said works and to determine the payment to be made for the works and for the additional and extra works, did so determine the said payment, and that inasmuch as the amount to be distributed between the Plaintiffs and Defendants, is the amount so certified by the said Engineer, with the additions thereto made by the judgment of the Supreme Court of Canada, that the detail of the said certificate is the only true means by which the division of the said amount, in which the said parties were jointly interested, can be ascertained.

9. The detail of the certificate filed in this cause as Defendants' Exhibit number one, is true and is in all respects accurate, and even if the Engineer had committed a mistake in his final certificate, such mistake is not now open to objection or review, inasmuch as the judgment of the Supreme Court of Canada, has held the said certificate to be final and binding upon both the Plaintiff and the Defendants, as well as upon the Quebec Harbour Commissioners.

10. The reasons and facts alleged by the said Plaintiff, why in his opinion the said detailed certificate is untrue, are each and every of them erroneous and false.

11. It is untrue, that the litigation with the Quebec Harbour Commissioners was solely in the interest of the Defendants: on the contrary the Plaintiff hoped to obtain many allowances and many claims had the litigation been successful

RECORD

In the  
Superior  
Court.

No. 45.  
Defendants'  
Replication  
to  
Special  
Answer,  
16th June,  
1894.

continued—

RECORD.  
—  
In the  
Superior  
Court.  
—  
No. 45.  
Defendants'  
Replication  
to  
Special  
Answer,  
16th June  
1894.  
continued—

to the full extent, which were disallowed, and he the Plaintiff took a prominent part and interest in the said litigation on his own behalf.

12. With reference to paragraph thirteen of the said special answer referring to item forty-four of Plaintiff's bill of particulars, the Defendants say that they the Defendants did do the dredging in the manner and within the time required and contemplated by the contract, but that the said Plaintiff negligently and improvidently, notwithstanding due notice, failed to sink his cribs in proper time and allowed some of the trenches to fill, and that if any damage or injury was caused to the said cribs, which the Defendants specially deny, it was caused solely and only by the fault of the said Plaintiff himself. 10

Wherefore the said Defendants persisting in the conclusions of their plea, further pray the dismissal of the Plaintiff's special answer with costs.

CARON, PENTLAND & STUART.  
Attys. for Defendants.

Quebec, 16th June, 1894.

(Endorsed) Defendants' special Replication to Plaintiff's Special Answer.

Filed June 19th 1894. P. M., D. P. S. C.

No. 46.  
Plaintiff's  
Objections  
to Interro-  
gatories on  
Commission  
to London.

Canada,  
Province of Quebec, }  
District of Quebec. }

In the Superior Court.

20

No. 2453.

Simon Peters, . . . . . Plaintiff.

vs.

Edward Moore *et al.*, . . . . . Defendants.

The Plaintiff objects to the interrogatories numbers 6 and 7, proposed by the Defendants to be submitted to the witnesses to be examined in London on Commission for the examination of witnesses there for the following reasons :

1. Because the issue of fact between the parties is as to the quantity of the work done by each under the contracts alleged, the Defendants specially pleading and admitting : " that the Plaintiff and Defendants under the terms of the 30  
" said agreement became and were entitled each to the monies paid by the Que-  
" bec Harbour Commissioners in respect of the work done by each respectively  
" and to no other or greater sum."

2. Because the issue of fact between the parties being as to the quantity and value of work done by each of them respectively the matters enquired of in the sixth and seventh interrogatories are irrelevant and can in no way bind the parties contrary to the stipulations of their contract, and to the admissions made in the pleadings.

3. Because the engineers in question had no authority whatever to bind the parties in this suit as between themselves and the final certificate by them granted 40  
only affected the rights of the contractors Peters, Moore & Wright *quoad* the Quebec Harbour Commissioners.

4. Because it is not alleged in the pleadings that the contractors Peters, Moore & Wright had any knowledge of any other details of the said final certificate than those contained in Defendant's exhibit No. which appeared to have been the only details known to the contractors in relation to the said final certificate.

RECORD.  
—  
In the  
Superior  
Court.

5. Because the said interrogatories and the answers sought to be obtained thereby are for the purpose of proving that the final certificate of the engineers given and granted and set forth in the declaration and admitted by both parties, and on which the judgment of the Supreme Court was based as mentioned in the pleadings was composed of the further details mentioned in the Defendants' exhibit No. 1 which evidence if made could not bind the parties and would be irrelevant to the issues joined.

No. 46.  
Plaintiff's  
Objections  
to Interro-  
gatories on  
Commission  
to London.  
continued—

6. Because the pretended details mentioned in Plaintiff's exhibit No. 1 are not given in the said detailed final certificate of the said engineers and were never brought to the knowledge of the contractors or in any way accepted by them as forming further details of said certificate.

7. Because the said engineers had no authority whatever to bind the said parties hereto to their certificates, save and except on their contract with the Quebec Harbour Commissioners and only in relation to the said contract and that as admitted by the Defendants, the Plaintiff had a right to be paid in respect of the work done by him out of the monies received from the Quebec Harbour Commissioners and because the amount to which the Plaintiff is entitled depends not upon any details or supposed details upon which the engineers may have made their calculations, but depends upon the quantity of work done by the Plaintiff and Defendants.

8. Because the Defendants' Exhibit No. 1, being a certificate of the pretended details of the certificate of the fourth of February 1886, is evidence of a secondary nature, and cannot lawfully be adduced until proof of an inability to produce the original entries kept by the engineers of the details in question.

Quebec, 1st September, 1894.

GIBSONE & AYLWIN,  
Attorneys for Plaintiff.

(Endorsed) Plaintiff's objections to Interrogatories 6 and 7 proposed by Defendant on Commission to London. Filed April 2nd 1895. P. M., D. P. S. C.

QUEBEC HARBOUR WORKS.

FINAL CERTIFICATE, 27th JANUARY, 1886.

Amount of Contract or Tender..... \$529,296 13

No. 47  
Defendants'  
Exhibit  
No. 1,  
Annexed to  
Commission  
27th Jan.  
1886.

ADDITIONAL WORK.

In four 40 ft. lengths of North Quay of South Tidal Harbour.. 2 \$ 19,324 00  
In stone wall and rough Bouchard to same..... 3 21,940 61

(stone wall)

Kiepple W.  
P. 241 l. 28  
" 243-5 l. 30  
" 247 l. 24  
" 252 l. 43

Moore W.  
P. 286 l. 5  
P. 287-8 l. 45  
" 299 l. 32  
300 l. 35  
308 l. 2  
315 l. 23

(V. over)

40

RECORD.	Return stone wall at ballast wharf.....	4	89 56
	Two tablet stones.....	5	300 00
<i>In the Superior Court.</i>	Bill No. 1.		
	Excess of timber and bolting in one crib of 40 ft. Tidal Harbour.	6	8,186 17
No. 47	Planking, scantling and bolts forming counterforts to wet dock		
Defendants' Exhibit, No. 1, Annexed to Commission 27th Jan. 1886.	55 cribs.....	7	3,822 50
<i>continued—</i>	Widening shoal cribs and bolting same to piles.....	8	1,846 35
	Extra length of 6" or 6 in. to piles wet dock.....	9	
	Cribwork at Ballast wharf.....	10	5,219 56
	Entremise filling to face of Embankment between the fenders..	11	194 03 10
	Gas house crib work extra for length and excavating.....	12	1,232 90
	Extra in superstructure (amount claimed \$1,232.90 but struck out)	13	
	Substructure between ballast wharf and gas house per Engineer's certificate.....	14	16,088 90
	Superstructure northern cribwork.....	15	58,059 53
	Piling at angle ballast wharf.....	16	1,143 07
	Piling at change of slope.....	17	624 65
	Return crib and piling at return end wet dock.....	18	304 27
	Bollard boxes No. 85.....	19	1,617 15
	25 barrels of Portland cement.....	20	88 75 20
	Dredging as per contract 241,723 cub. yds. in tidal basin (extra dredging).....	21	60,430 81
	Dredging 2,925 cub. yds. for cribwork block and ballast wharf.	22	731 25
	For stone, clay and fine ballast as per contract allowed by Engineers.....	23	38,083 05
	Concrete 16 to 1 in foundation wet Dock cribs.....	24	11,485 80
	Concrete from deep to shoal cribs.....	25	1,068 75
	Concrete return end wet dock substructure.....	26	713 50
	Return end concrete in superstructure.....	27	402 04
	Angular block ballast wharf.....	28	500 00 30
	Timber and labour used in making return at south wet dock and extra dredging.....	29	100 00
	(Cub. yds. in concrete in rear of stone wall tidal basin.....	30	22,041 00
	(Cub. yds. in concrete in rear of stone wall wet dock.....	31	35,556 40
	(Cub. yds. in concrete in rear of stone wall wet dock understated in bills of quantities or error.....	32	4,190 00
	Sum allowed for washing in of sand in dredging trenches.....	33	5,000 00
	Boulders placed at toe of slope (as agreed).....	34	375 00
	Use of dredge testing foundations.....	35	500 00
	Labour in preparing for reception of Princess Louise.....	36	750 00 40
	Boarding back of concrete.....	37	5,000 00
	Pile or stub foundations.....	38	4,378 65
	Allowance for fenders partly constructed.....	39	1,038 00
			\$332,416 22
	Amount of contract.....		529,296 31
			\$861,712 53

Moore (cont'd)

p. 317 l. 6  
321 l. 43

H. J. Peters

p. 328 l. 13  
343 l. 21  
347 l. 3

Albert Peters

p. 367 l. 16  
" 369 l. 25  
" 370 l. 21  
" 373-4 l. 31  
" 379 l. 29  
" 383 l. 2  
" 384-6 l. 21  
" 389 l. 10  
" 392 l. 25

Cummins

p. 414 l. 9  
418 l. 42

Moore

p. 427 l. 9  
428 l. 27  
430 l. 28  
431 l. 20  
437 l. 25  
447 l. 11  
454 l. 28

Brownell

p. 461 l. 20

cy.  
4640  
~~35,556~~  
7,456  
880  
13,006  
61,774

Brought forward.....	\$ 861,712 53	RECORD
Less clerical error and dredging under tidal cribs.....	34,472 00	In the Superior Court.
	<hr/>	
	\$827,240 53	
Deduction as agreed with contractors in Quebec.....	116,104 32	No. 47
	<hr/>	Defendants' Exhibit
	\$711,136 21	No. 1,
Less removal of sand left on Louise Embankment.....	13,326 00	Annexed to Commission
	<hr/>	27th Jan. 1886.
Amount received on account.....	\$697,810 21	continued—
	645,799 00	
	<hr/>	
Balance due to contractor.....	\$ 52,011 21	
	<hr/>	

The above is a copy of the detailed statement upon which our final certificate dated 4th February 1886, is based.

WALTER ROBERT KINIPPLE,

for the late firm of KINIPPLE & MORRIS.

5th January, 1887.

(Endorsed) Defendants' Exhibit No. 1 annexed to Commission.

Filed July 31st 1895. P. M., D. P. S. C.

QUEBEC HARBOUR WORKS.

*H.A.*



FINAL CERTIFICATE, 27TH JANUARY, 1886.

No. 48.  
Defendants' Exhibit  
No. 1a,  
Annexed to Commission  
15th May, 1893.

Bill No. 1.—Allowed for timber and iron work in substructure and superstructure of 27 crib Blocks, South Tidal Harbour, as per amended plan.....	1	\$ 43,389 00
“ “ Allowed for fine, or 4 x 1 concrete rear of timber face of the superstructure of 27 crib Blocks, South Tidal Harbour.....	2	7,593 75
“ “ Allowed for coarse or 8 x 1 concrete in 27 crib Blocks, South Tidal Harbour, in substructure and superstructure, as per amended plan.....	3	79,467 65
Bill No. 2.—Allowed for Timber and Iron work in Angular Block.....	4	386 61
Bill No. 3.—Two square 40 feet Blocks. The full amount of this bill has been deducted in the \$116,104.32, as the work was not done.....	5	17,486 34
Bill No. 4.—Allowed for Timber and Iron Work in substructure and superstructure of 55 wet Dock crib Blocks, as per amended plan.....	6	63,893 25

*Kinipple*  
P. 241 l. 35  
" 245-6 l. 28  
" 247 l. 1  
" 250 l. 43  
" 252 l. 40  
" 253 l. 44  
" 257 l. 25  
" 258 l. 23  
" 259-60 l. 35

*Morris*  
P. 284-8 l. 32  
" 290-4 l. 3  
" 299 l. 8  
" 312 l. 20  
" 313 l. 8  
" 314 l. 16  
" 315-6 l. 12  
" 317 l. 4  
" 318-9 l. 4  
" 320 l. 1  
" 321 l. 1  
" 322 l. 1

(v. over)

<p>RECORD. Bill No. 4.—Allowed for fine or 4 x 1 concrete, rear of Timber face of the superstructure of wet Dock crib Block, as per amended plan of June 5th, 1879</p> <p style="text-align: center;">" " Allowed for coarse or 8 x 1 concrete, in 55 wet Dock crib Blocks in the substructure from foundation to 4 feet above low water datum and in the superstructure in rear of the masonry wall, as per amended plan of June 5th, 1879...</p> <p>Bill No. 5.—Dredging 638,700 c. yds. Situ measurement in the channelways and trenches, and depositing the dredged material in the embankments....</p> <p>Bill No. 6.—Timber and Iron work for Bridge opening of 80 feet, 6 in. span. The full amount of this bill has been deducted in the \$116,104.32, as the work was not done.....</p> <p>Bill No. 7.—Allowed for Timber and Iron work in open crib work to outer slope of the embankment next to the Ballast Wharf, as per amended plan.....</p> <p>Bill No. 8.—Allowed for Timber and Iron work in open crib work, in the outer slope of the embankment, at Gas House wharf, as per amended plan.....</p> <p>Bill No. 9.—Screens to protect the north side of the dredged channelways and trenches.....</p> <p>Bill No. 10.—Low open crib work across 80 foot entrance. The full amount of this bill has been deducted in the \$116,104.32 as the work was not done....</p> <p>Bill No. 11.—Four Ladders to the north wall of the South Tidal Harbour. The full amount of this bill has been deducted in the \$116,104.32, as the work was not done.....</p> <p>Bill No. 12.—Eight Ladders to the north wall of the South wet Dock. The full amount of this bill has been deducted in the \$116,104.32 as the work was not done.....</p> <p>Bill No. 13.—For labor of pitching to outer slope and the forming of the roadway on the Northern Embankment. The full amount of this bill has been deducted in the \$116,104.32, as the work was not done.....</p> <p>Bill No. 14.—Miscellaneous Items. From this bill we have deducted \$8668.80 for forming roadway, \$2550.20 for labor in depositing stone and clay in the Dredged Trenches, and \$875.00 for labor in depositing a bank of stone at the toe of the Northern Embankment in the \$116,104.32, as the work was not done.....</p> <p>Total amount of contract price or tender.....</p>	<p>7 16,239 30</p> <p>8 103,669 90</p> <p>9 159,675 00</p> <p>10 3,505 48</p> <p>11 4,184 21</p> <p>12 2,705 02</p> <p>13 614 50</p> <p>14 365 68</p> <p>15 94 12</p> <p>16 198 40</p> <p>17 5,180 50</p> <p>18 20,647 60</p> <p style="text-align: right;">\$ 529,296 31</p>
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In the  
Superior  
Court.

No. 48  
Defendants'  
Exhibit,  
No. 1a,  
Annexed to  
Commission  
15th May,  
1893.  
continued—

Albert Pelvis  
P. 369 l. 32  
377 l. 1

Cummings  
P. 414 l. 1

Moore  
P. 423 l. 22  
" 425-7 l. 12  
" 428 l. 28  
" 429 l. 12  
" 430 l. 45  
" 442 l. 15  
" 447 l. 12

ADDITIONAL WORK.

RECORD.

Allowed for Timber and Iron work in the substructure and superstructure of 4 extra 40 foot crib Blocks, South Tidal Harbour.....	19	\$ 6,428 00	
Allowed for fine or 4 x 1 concrete in rear of Timber face of the superstructure of the 4 extra 40 foot crib Blocks.....	20	1,125 00	
Allowed for the coarse or 8 x 1 concrete in the substructure and the superstructure of the 4 extra 40 foot crib Blocks, as per amended plan.....	21	11,771 00	
			\$19,324 00
} Allowed for Masonry and rough Bouchard to same for South Tidal Harbour and Wet Dock walls, as per written contract.....			
	22		21,940 61
Return end stone wall at Ballast wharf.....	23		89 56
Two Tablet Stones.....	24		300 00

*In the Superior Court.*  
 No. 48.  
 Defendants' Exhibit  
 No. 1a,  
 Annexed to Commission  
 15th May, 1893.  
*continued—*

TIMBER AND IRON WORK.

Excess of Timber and bolting in Tidal Harbour cribs.....		\$ 8,186 17
Planking, scantling and bolts in wet dock cribs.....		3,822 50
Widening shoal cribs and bolting same to piles.....		1,846 35
Extra work on crib at Ballast wharf, Bill No. 7.....		5,219 56
Entremise filling between fenders.....		194 03
Gas House crib work and excavation, Bill No. 8.....		1,232 90
Substructure between Ballast and Gas House wharf.....		16,088 90
Superstructure, northern crib work.....		58,059 53
Piling at Angle Ballast Wharf.....		1,143 07
Piling at change of slope.....		624 65
Crib and piling at return end Wet Dock.....		304 27
Bollard Boxes, No. 85.....		1,617 12
Allowance for Fenders and Iron Work, partly constructed.....		1,038 00
25 Barrels of Portland Cement.....		88 75

DREDGING AND CONCRETE WORK.

241, 723 c. yds. of extra dredging in tidal basin.....		60,430 81
2,924 c. yds. of extra dredging for crib work, ballast wharf.....		731 25
For stone, clay and fine Ballast, as per contract.....		38,083 05
For 16 x 1 concrete in foundation of Wet Dock crib.....		11,485 80
Concrete from deep to shoal crib.....		1,068 35
Concrete at the return end, wet dock substructure.....		713 50
Concrete at return end, wet dock superstructure.....		402 04
Concrete in Angular Block, Ballast wharf.....		500 00
Extra Dredging and labor making return end wet dock wall.....		(47) 100 00

<p>49   46 50   47 51   50 51   51</p>	<p>RECORD. In the Superior Court. No. 48 Defendants' Exhibit, No. 1a, Annexed to Commission 15th May, 1893. continued--</p>	<p>Allowed for coarse concrete as per original bill of Quantities super-structure, Tidal Basin wall.....</p> <p>Allowed for coarse concrete as per original bill of Quantities super-structure Wet Dock wall.....</p> <p>Allowed for coarse concrete understated in the original bill of Quantities as per contract plans.....</p> <p>Allowed for washing in of sand and dredging outside of channel-ways and trenches at angle of Ballast wharf.....</p> <p>Allowed for Boulders placed at toe of slope.....</p> <p>Allowed for use of Dredge, testing foundations.....</p> <p>Allowed for labor and disbursements by Moore &amp; Wright in preparing for the reception of Princess Louise, in laying the Tablet Stone.....</p> <p>Allowed for concrete hoarding in South Tidal Harbour and Wet Dock walls in lieu of clay stanks.....</p> <p>Allowed for Stub Piling under the South Tidal Harbour and wet Dock cribs in lieu of stone and clay filling, as per amended plan.....</p> <p>Total allowance for extra work.....</p> <p>Amount of contract price or Tender.....</p> <p>Less Clerical Error and dredging under Tidal Cribs.....</p> <p>Less deductions, as agreed with contractors in Quebec.....</p> <p>Less Removal of sand left on Louise Embankment.....</p> <p>Amount received on account.....</p> <p>Balance due contractors.....</p>	<p>\$22,041 00</p> <p>35,556 40</p> <p>4,180 00</p> <p>5,000 00</p> <p>375 00</p> <p>500 00</p> <p>750 00</p> <p>5,000 00</p> <p>4,378 65</p> <hr/> <p>\$332,416 22</p> <p>529,296 31</p> <hr/> <p>861,712 53</p> <p>34,472 00</p> <hr/> <p>\$827,240 53</p> <p>116,104 32</p> <hr/> <p>\$711,136 21</p> <p>13,326 00</p> <hr/> <p>\$697,810 21</p> <p>645,799 00</p> <hr/> <p>\$ 52,011 21</p> <hr/>
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The above is a copy of the detailed statement upon which our Final Certificate, dated 4th February, 1886, is based, including the work done under the main contract, and for all extra work.

KINIPPLE & JAFEREY, M. M. I. C. E., 15 May 1893.

For the late firm of Kinipple & Morris,

HENRY SEYMOUR, Witness.

3 Victoria Street, London, S. W.

(Endorsed) Defendants' Exhibit 1 A, annexed to Commission.

Filed 31st July, 1895. P. M., D. P. S. C.