

ment which were granted to them after the contracts expired by their own limitations. In support of this opinion I will refer to a single case. On the 29th day of May, 1839, only five days before the old board was superseded, a letter was received from the contractor for section No. 321, (a heavy work,) saying that it was impossible for him to comply with his contract at the prices agreed upon, and that unless the board would agree to give prices named in his letter, he would at the end of the month cease to work. He asked also to have half the percentage or retained money on work already done, paid to him. The old board immediately decided, neither to give an increase of price, nor to advance any part of the money retained under the contract as security for its completion. Mr. Bright, the contractor for the section, continued to work until the 15th of December following, when the contract expired by its own limitation, the section being yet unfinished.

The account with Mr. Bright was then settled by paying him as follows:

For retained money on work done before Dec. 1,	\$6,102 67
Work done from Dec. 1 to abandonment of contract,	2 500 00
Add difference in relative value of work done and that remaining to be done, and for all claims for bridges, &c.,	1,097 33
Making	\$9,700 00

every dollar of which according to my understanding of the contract, was forfeited to the company. Indeed the very object for which the "retained money \$6,102 67" was held back by the company, was to "secure the completion of the contract." The same extreme liberality was I presume extended to all the contractors on settlement after their contracts had expired, and it is upon terms like these that I believe a great portion of the contractors would willingly have surrendered their contracts in June, 1839. Under this view of the subject, I answer, that the sum of \$848,439 was, in my opinion, more than sufficient to pay all the monthly estimates which would have been made before the termination of my service with the company upon contracts which the board might not have legally abandoned, or taken up on the terms finally given to contractors.

The amount of payments made by the company upon requisitions between 1st June 1839, and 1st June 1840, was \$867,075, of which \$300,000 was paid in scrip. This includes \$60,-