

1592. Has it been usual to pay laborers where contracts have failed?—It has.

1593. Do you recognize advances for provisions?—No; only for labor. Advances were continually asked by all the contractors, but we only gave as little as we possibly could.

1594. Are you aware that there was a dissolution of partnership among the contractors?—I was aware there was a failure of one of the contractors. Mr. King failed, and Mr. Gough carried on the work.

1595. Do you know anything about the relation of Mr. Burpee to it?—I believe he was interested in it. The actual names in the contract I know were King & Gough.

1596. In this case the sureties had interest with the contractors?—I have no doubt.

1597. Did Mr. Burpee continue to be surety after the dissolution of the partnership?—I think he did, but would not like to say.

1598. Have you any personal knowledge of the character of the work upon this section?—The whole work is very light. In this respect I think it is the easiest on the line.

1599. Is it usual on this road to substitute structures of dry masonry for those of mortar and cement?—The Commissioners made no objection to such a substitution where recommended by the engineer. It is a matter entirely under his control.

1600. The district engineers have insisted upon mortar and cement being used instead of dry masonry?—If they thought it necessary no doubt they would, and they would be justified in doing so.

1601. Is there any rule laid down by which that is to be determined?—It can be determined by the Chief Engineer.

1602. Were the Commissioners, in the letting of these contracts, improperly controlled by political influences?—I should be sorry to say improperly; but they were to some extent controlled.

By Mr. Mitchell :—

1603. Does that apply to this case?—I do not know anything about it.

By Mr. Mills :—

1604. Did Mr. Mitchell never discuss this question with you as regards this contract?—I have had a great many discussions from time to time with Mr. Mitchell on the subject.

1605. Do you think it was impossible for the contractors to have completed the work within the time mentioned in the contract?—I do not think it was impossible to have it completed within a reasonable time beyond the date of the contract. It was a difficult contract, unquestionably, looking at the character of the country, without any roads through it, or to it; very difficult of access, and it was hard to get men to go and work there. Yet, I think it ought to have been finished earlier.

1606. Were there any efforts made by contractors to have divisional engineer removed?—I think the contractor made complaints against engineer, and he wished to have him removed.

1607. Did he ever accuse him of having levied black mail upon him?—I never heard of it.

By Mr. Scatcherd :—

1608. Did you telegraph Mr. Buck to make measurements of the work on this section?—I have no recollection.

By Mr. Mitchell :—

1609. There is such a telegraph to Mr. Buck?—It is quite possible I may have sent it. I know he was sent there. Mr. Fitzgerald left for some time to make examination of one of the other sections, and Mr. Buck was requested to make examination as to amount of work to be done on Section 16.

By Mr. Scatcherd :—

1610. Have you any idea what the completion of the work will now cost?—I cannot tell.

1611. Anything like \$15,000?—I should expect it would be more.

1612. Why was the work taken away from the contractor?—Because he was not carrying it on in a satisfactory manner. The progress was very slow.