

should be a suitable one for the erection of such buildings and sidings.

3. That such other stations, structures and buildings as might be necessary to meet the requirements of the traffic were to be provided at other points.

4. The Company were to provide rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line.

5. Fences were to be provided through settlements, and cattle guards at all stations.

6. The agreement provided that the grades were in no case to exceed 60 feet per mile, which was considered a most important provision by the English shareholders. Each foot of grade causes an enormous increase in the working expenses of the line.

of siding at junction and do not find it sufficient. The point was not only unsuitable, but a dangerous one for a junction.

3. That each other station that was provided stood alone, water tanks excepted. There was no building or structure for the accommodation of freight traffic, no warehouse, cattle chute or means of unloading machinery, although the traffic both in cattle and machinery required them.

4. There were no servicable locomotives at all. There were three very old, second-hand engines, two of which were utterly useless, and the third was so out of repair that it was only by putting brass into the boiler that water could be kept in it from station to station. The cars consisted of only twelve box and twelve flat cars, two first-class and two second class, two combined mail, express and baggage cars, and one caboose. There were no cattle cars, although absolutely necessary for the business of the line. The number of box and flat cars was so short of the requirements of the business of the line, over which it was estimated that 1,000,000 bushels of grain would require to be carried during the season; that Mr. Walter Shanley and Mr. R. L. Light, C.E. stated that they were certainly insufficient, while Mr. Murdoch, C.E., and the superintendent of the line, both estimated an addition of fifty cars of each kind was necessary to do the business of the line, and by practical experience in operating the road the necessity for a larger number has been found.

5. Only half the line was fenced, and that where there was the least settlement. There were no cattle guards at all.

6. The agreement with the Government was made 12th September, 1887; the Company's contract with Charlebois was made September 17th, 1889. At time of inspection, there was a grade of 71 feet per mile contrary to the agreement, and this grade had been authorized by Order-in-Council, passed 6th March, 1890, six months after the Company had made their contract with the said Charlebois, without any communication having taken place with the Company, notwithstanding that the Order-in-Council states that it was passed upon the application of the Company. The Company never applied to the Government to pass such order, or heard of the desire of the Government to do so, and, of course, would not have consented to such alteration, which could only have been applied for in the interests of Mr. Charlebois.