

gerald asked me for an account of that furniture. I did not give it to him, but he never subsequently offered to pay me.

By Mr. Mitchell:—

1488. How much did the furniture amount to?—I think in the neighborhood of \$300.

By Mr. Mills:—

1489. Did you refuse to give him the account?—I think possibly I may have refused to give it at the time.

By Mr. Mitchell:—

1490. Did he ever offer to pay anything?—Never. Very little took place after that. Some time after, I had a letter from Fitzgerald, dated 30th July, 1872, which I will now read:—

Intercolonial Railway, Section No. 16.

BATHURST, 30th July, 1873.

MY DEAR SIR,—As you no doubt are well acquainted in Saint John, and do a good deal of business there, I shall feel greatly obliged if you will order for me a light, substantial double-seated wagon, at as cheap a rate as possible; also a chest of *best black tea* and a barrel of *best Muskovada sugar*.

I would wish, if possible, to get a little time to pay,—say two or three months.

I am very glad to hear you are progressing favorably with your contract, and that the Commissioners are disposed to allow considerable reductions in the masonry, as well as affording you other advantages. At present I am busily engaged making out my report on Sec. No. 6, and I presume will shortly be back to "16" again.

Will you please acknowledge, and oblige

Yours very truly

(Signed)

JAMES W. FITZGERALD.

J. C. GOUGH, Esq., &c., &c.

1491. What is your answer to that?—This order I did not comply with.

1492. Why?—I had not been paid for the furniture, and in truth I did not esteem Mr. Fitzgerald at his own value of himself; and, moreover, I felt that Mr. Fitzgerald could buy it at his own door as cheaply as I could get it.

1493. How did Fitzgerald treat you after these refusals?—Then it was that, coupled with statements I have seen for the first time since this examination commenced, that Mr. Fitzgerald's animus began in earnest. After that, when upon the works, although only occasionally there, he found fault with everything as he came along; after that it was he made that famous report to Mr. Light with regard to several structures upon the line, and the general character of the works being so inferior, and which has been so flatly contradicted by Messrs. Fleming, Light, Hazelwood, Garden and Buck, and which I now as flatly contradict; after that it was that Mr. Fitzgerald, in the case of building the eastern pier of Red-Pine Bridge, ordered the foundations to be lowered 2 feet more than there was any necessity for; and where we were putting in a footing-course of 2 feet granite he ordered my foreman not to put in the footing-course 2 feet of granite, but to split them in two and put them in one foot each. The two-foot courses in granite were of splendid stone. The structure must certainly have been greatly the better for having solid footings of two-foot granite; yet Mr. Fitzgerald delayed the progress of that work fully ten days, subjecting me to great cost.

By Mr. Scatcherd:—

1494. At what date would this be?—In the autumn of 1872.

1495. How long after the date of that letter?—About two months and a half.

By Mr. Mills:—

1496. What size were you building those piers when you first began them?—I think 18-foot courses.

1497. Were they not 14 feet. We have had testimony of this before, showing that they were originally intended to be 18 or 20 feet, but that you had begun them at 14 feet?—Perhaps I have. I am not absolutely sure. We were intending to build them on