

profile, from station 1,240 to 1,570 was at that time completed—the heaviest part of the whole work. The work also from station 2,037 to 1,940, or thereabouts, was also completed. At other points along the line, grading was also completed from one to two miles. Mr. Fitzgerald states that most of the culverts are badly executed, but the evidence of Mr. Light, Mr. Fleming, Mr. Buck, Mr. Garden and Mr. Hazlewood is sufficient without mine.

In Mr. Fitzgerald's letter to Mr. Brydges, dated 22nd July, 1873, he states: "the contract is destitute of provisions, material, plant, &c.; several months' pay are due the men, and everything is disorganized." This is a positive mis-statement.

I state distinctly, in reply to where Mr. Fitzgerald says that he is no stickler about work when fairly done, that he was the laughing-stock of every practical man on the work; that the only knowledge he exhibited on the work was the glib use of engineering terms. The statement about my own personal character as a common loafer, public nuisance, one who has debauched the public sentiment, &c., &c., I will simply refer to as a libel upon 3,000 electors of Northumberland, New Brunswick, who twice have returned me to represent them by acclamation, and a third time 400 and odd votes ahead of the one elected fourth on the poll when seven were running.

Mr. Fitzgerald's statement, that all the masonry struck out has been paid for, is a gross mis-statement, as a reference to his own returns will amply prove. The only masonry struck out, which was returned as done, was 311 yards, returned by Mr. Buck on the ground already explained by me, and which Mr. Fleming declares was afterwards deducted from the estimates; and 150 yards, or thereabouts, returned by Mr. Fitzgerald, urged on the same ground by me, but for which I gave Mr. Fitzgerald money to acknowledge; these are the only excesses that I am aware of where masonry was returned not actually executed.

1686. Was that also deducted?—No. Mr. Fleming could know nothing of that unless told by Mr. Fitzgerald, and the only quantities of earthwork and masonry returned in excess of what was actually done were made by Mr. Fitzgerald himself, as now appears from Mr. Fleming's statements. The previous excesses having been deducted Mr. Fitzgerald only acknowledging the principle upon which I claimed such returns when I gave him money.

1687. Were you told by the Commissioners and the Chief that any changes or alterations on the road would ensue to the benefit of the contractor, and did you so understand it?—I did so understand it.

1688. Have there been any changes made that were not for the benefit of the contractors that you know of?—There have not.

1689. If the section is completed as you were completing it, what would be its character when done?—As far as I am aware one of the best roads on the Continent, and I have been over the most of them.

1690. What was the balance due you on the contract for the work taken from you?—\$42,000.

1691. Have you any *data* upon which you can base a reasonably approximate estimate of what it would take to finish the road when taken from you?—I can furnish a practical estimate of what it would take to finish, showing practically. I say the road will be finished for about \$16,000. I make the estimate as follows:—

	\$	cts.	\$	cts.
45,000 yds. earth, at \$24.....			10,800	00
1,000 ,, loose rock, at \$50.....			500	00
193 ,, stone, Red Pine Bridge to finish, say				
to build, at \$2	386	00		
Of which there is to be cut 80 yards, at \$6..	480	00		
And 33 to haul and dress, at \$8.....	264	00		
			1,120	00
100 yds. stone, Little Red Pine Bridge, at \$2,				
to build.....	200	00		