

Q. Subsequently in 1886 it got power to pay part of the contract price in bonds of the railway?—A. I think they had that power when they made the contract.

Q. When they made the contract with you?—A. Yes. I don't know when they got that power.

Q. Had the agreements with the Dominion Government been made before you made the contract with the railway?—A. Yes. I think so.

Q. The agreements were made in 1885, I think?—A. Yes.

Q. These governed the Dominion subsidies?—A. Yes, sir.

Q. When did you make your contract with the railway?—A. I think it was on the 8th of June.

Q. On the 9th of June, 1886, was it not?—A. Perhaps.

Q. For how many miles?—A. For 100 miles.

Q. From where to where?—A. From Metepedia to Paspébiac.

Q. That road has never been built yet?—Sixty miles were built with the exception of a few small works.

Q. Not absolutely built?—A. It was sufficiently built to be run over regularly.

Q. But not built within the meaning of the terms of the contract?—A. Not exactly within the meaning of the contract with the company. The contract with the Government called for wooden bridges, whereas under my agreement with the company we were to put in steel bridges. There were temporary wooden bridges put up, but these were to be replaced by steel bridges.

Q. In making the agreements with the view to the earning of the Quebec Government subsidy the road was divided into ten-mile sections, was it not?—A. There were no agreements with the Quebec Government, but simply the Act. The first twenty miles was a special contract.

Q. But the remainder was divided into ten-mile sections with respect to this subsidy?—A. Yes, sir.

Q. How were you to be paid under your contract?—A. I was to receive the whole of the subsidies and the balance of the contract price in bonds.

Q. Bonds of the railway?—A. Yes.

Q. You were to receive your cash payments out of the subsidies?—A. I was to receive the subsidies themselves.

Q. You were to receive 85 per cent. of the subsidies as the contract progressed?—

A. I have the contract in my pocket, and if you will allow me I will refer to it.

Q. (Referring to a paper taken by the witness from his pocket.) What is this paper?—A. I don't think that is any of your business.

Q. I don't want to look at it; I only ask you what it is?—A. I don't think I am bound to tell you. I brought it here to produce it, and I will produce it when it is wanted.

THE COUNSEL.—I desire, Mr. Chairman, that the witness be directed to say what that paper is.

THE CHAIRMAN.—What is that paper?

THE WITNESS.—I have no objection to tell the Chairman; it is the statement of my claim against the company, certified by them, upon which my settlement was made.

THE COUNSEL.—I desire to put in this contract.

THE WITNESS.—I have not given that in; you have asked me with regard to the contract, and I want to refer to it. It is not my property.

Q. Is this a copy of the contract?—A. I want to see if it is certified. It is not a certified copy. I believe it, however, to be a true copy. (Exhibit No. 3.)

Q. You made your agreement with Mr. MacFarlane in 1888?—A. Yes, sir.

Q. The 8th of June, 1888. Have you got that agreement?—A. No, sir.

Q. Where is it?—A. It is in court being used in connection with the case.

Q. That contract with Mr. MacFarlane was confirmed by the railway, was it not?—A. I believe so.

Q. Is that apparently a copy of the contract with Mr. MacFarlane (Exhibit 4)?—

A. Yes.