

Act 49 Vic. so far as the court might declare them legal, but the irregularities, as in my opinion I must term them, which have since taken place have deprived me and others of the remuneration to which many years of labor in a matter so well calculated to benefit the country justly entitles us, and has exposed those who in good faith have been induced to invest over \$500,000 of their means in the security afforded by the agreement and Charter issued by the Government, to a certain loss of their money, if not ruin.

I, therefore, as the representative of the shareholders and others financially interested in England, as well as on my own behalf, request your aid and influence, that these matters may be looked into, and such action taken as will protect all concerned from the injury done, and enable them to prosecute their undertaking, which at present they are utterly unable to do, or even to continue the possession and operation of their line, owing to the judgments which have been obtained through the possession of a certificate that was false, so far as it stated the line to be completed, equipped, and in running order, in accordance with the contract and specification between the Company and Her Majesty, and which appears to have been improperly obtained from the Department for the purpose of aiding an attempted fraud on the shareholders.

It is submitted that the ordinary principle of common justice which usually holds an employer, at all events morally responsible, according to his power to repair an injury done to the property of another by his employees, should not be set aside because, in this case, the employer is the Government of the Dominion of Canada.

#### SCHEDULE,

Showing the requirements of the agreement made by the Company with Her Majesty, on 12th September, 1887, and the difference existing on the works at date of the final inspection of the railway.

1. That the Company should build the line from a point on the Canadian Pacific Railway at or near Brandon, meaning thereby that a permanent connection should be made at such point with the Canadian Pacific Railway Company for exchange of traffic and perpetual working of the line in accordance with the provision of Sub-Section 14, Section 6, Part I. of Railway Act R. S. 109 and Section 173 in Railway Act, 1888.

1. At the date of inspection the line of the Great North-West Central Railway was not permanently connected with any point on the Canadian Pacific Railway according to the Railway Act. The Company had no legal title, nor had the contractor, to such connection as existed, which could be removed at any hour by the Canadian Pacific Railway Co., who, although they had never been notified, as required by the Statute, had positively refused to allow a permanent connection at that point, nor had application been made to the Railway Committee for approval of the mode of junction. The railway was not therefor legally located or completed from the point required both by charter and agreement.

2. The Company was to provide at such terminal point sufficient siding accommodation, station, tanks, turntables and other structures and buildings necessary to meet the requirements of the traffic, meaning that such terminal point

2. There was no station, tank, turntable, roundhouse, goods, warehouse, or any buildings whatever at the point named; one very small siding was there, but it was totally insufficient for traffic. The Company now have nearly a mile