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It would have been more fitting to have left this question to be decided by the Courts, before which it has been carried, leaving to the parties interested the task of supporting their rights according to the conditions of their contracts.

M. Langelier concludes his report by referring to the debates which took place in the House of Commons. in 1835, and declaring "that the Company compelled its contractor M. Armstrong to pay it a tolerably heavy percentage on the subsidies granted by the governments." These debates prove nothing of the sort. It would have been much more becoming for Mr. Langelier to state only what he perfectly knew on the question of heavy percentage. It is easy to judge of the value of his assertion when it is known, that M. Armstrong only obtained his contract from the Company in the following year, that is to say on the 6th of June, 1886.

Besides this, Mr. Langelier had received the sworn deposition of Mr C. N. Armstrong, on the 6th of February, 1890, that is to say only twenty days before the date of his own report. And this contractor had declared as follows: "By my contract with the Company I have a right to \$20,000 par mile, payable out of the subsidies coming from the federal and local governments, and the balance in the debentures of the Company. These subsidies were paid to me in accordance with the terms and on account of the price of my contract."

In order to establish more positively the injustice of Mr. Langelier's insinuations, let me be permitted to quote an extract from the deposition of Mr. C. N. Armstrong, taken in the Superior Court, at Quebec, on the 5th of November last, in case No. 1339, MacFarlane versus Armstrong et al.

Question put by the Hon. Mr. Langelier: "Has the company retained any portion of the subsidies which have been granted by the Government? Answer.—No. All the subsidies collected by the Company itself from the government have been collected on my account and paid to myself or to various persons on my order.

"Question:—Has the Company received any portion of the subsidies transferred by the contract (MacFarlane's)? Answer. Certainly not."

SUMMARY.

The conclusions to be drawn, after a serious and careful examination of the report of the commissioner, Mr. Charles Langelier, are the following.

1.—The commissioner has proceeded *ex parte*, that is, illegally as respects the Company.

2.—He seems to have ignored the tenor of Armstrong's contract, bearing date 6th June, 1886; consequently, the greater part of his statements become misleading, as appears by simply reading over his report.