

THE NINTH CHAPTER

contains general remarks by the commissioner. He says in the first place that the company, in 1883 or 1884, made a contract with Charles N. Armstrong for the building of 100 miles of the road lying between Matapedia and Paspebiac. Here again is an erroneous statement. This contract was signed on the 6th of June, 1886.

Then Mr. Langelier quotes extracts from the depositions of Messrs. Light and LeDuc, engineers, containing their opinions on the manner in which M. MacFarlane carried on his work. It must be remarked, however, that neither the one nor the other of these engineers alleges that the works were finished. On the contrary Mr. Light made a report to the Quebec Government that there still remained about \$28,000 worth of works to be constructed. Mr. LeDuc declared "that he was ready to give to Mr. MacFarlane an estimate of the work done up to this day (14th January 1890)." Further on, he says: the sixty miles of road on which Messrs. MacFarlane & Sons are working are not completed by reasons of the bridges and stations, "

Now neither the one nor the other of these gentlemen had seen the MacFarlane contract. Mr. Light declares so under oath: "I have never seen the contract, but I understand that Mr. MacFarlane was not obliged to furnish the superstructure for the bridges." This answer of Mr. Light's is a mistaken one. By reading the MacFarlane contract he would have ascertained "that this said sub-contractor is required to built and complete the 60 miles of road according to the contract of Contractor Armstrong with the Company, and under the direction of the chief engineer of the company (Mr. Light) and conformably with the plans and specifications mentioned in the said contract.....these works are required to be completed to the satisfaction of the engineer of the Government of Canada."

Now the engineer of the Government of Canada made a report in September 1889, stating that there still remained works to be executed to the value of \$31,000, including therein the superstructure of certain bridges.

As to the changes made in the plans and specifications, by the engineers of the Ottawa and Quebec Governments, the Company alleges that the contractors ought to follow them, and carry out the works to the entire satisfaction of these engineers, which he has not done, although he retains possession of the Company's road. The payment of the subsidies is conditional on his doing so, and the contracts of the contractor and sub contractor specially oblige them to do so.

The remarks made by engineers Light and LeDuc on a contract which they had never seen form a deceptive pretext, of which your commissioner made use when he said "that the sub-contractor was very willing to complete all his works, on condition of receiving pay therefor, but that the Company did not wish to pay, or had not the means of doing so."