

In reply to the second point. I would ask—Had the notice referred to been an official letter from the Provincial Secretary to the Railway Board, informing them that it was the intention of the Government to supersede them, instead of an unofficial and unauthorized intimation by a member of the Government to one of the members of the Railway Board, as stated by Mr. Scovil, would even that have been a sufficient apology for their neglect of a known and acknowledged duty on their part, so long as they retained the office of Commissioners, and received pay for their services? But to shew that Mr. Scovil notwithstanding this intimation, did not feel that he was relieved from the important duties of his office, it will only be necessary to state, that between the 8th June and the 14th August 1857, the Commissioners not only paid out £30,000, but also received tenders, and entered into contracts for the following works, viz.: Construction of the road between the Nine Mile House and Hampton Ferry, and the Shediack Wharf; and purchased two Locomotives, besides other matters of minor importance, at a prospective cost of over £90,000; and even as late as 1st August, took possession of, and recorded the station grounds at the Mill Pond, and the land for the track between that and Gilbert's Island. These extensive undertakings being made by the Commissioners between the 8th June and the 14th August, why did they not also appoint the Inspector of Rails? It only involved the outlay of some hundred pounds, and it might have been the means of saving thousands. The recording of the station grounds at so late a period in their official existence, is especially worthy of note, as it was an act for which there was no urgent necessity at that time; and involving as it did the unalterable adoption of that locality as the terminal station, was only calculated to embarrass the arrangements of their successors.

The third and last argument, is a futile attempt to transfer the responsibility from the old to the new Board. To shew that such a transfer cannot be made, it is only necessary to remember, that Mr. Scovil's order, was for half the iron to be shipped *early in August or before*, and the remainder *early in September or the whole in August*; and that notwithstanding the subsequent correspondence between Messrs. Naylor & Co. and Mr. Scovil, the Commissioners could have had no reason for supposing that the whole shipment would have been delayed beyond the early part of Sept.; particularly as Messrs. Naylor & Co. of Boston, upon the receipt of