

This charge was based by those desiring to have it admitted upon its being an expense of the Arbitration, and thus admissible under the Cutler and Dawson report, clause 6.

"That the balance of the fund, after liquidating these claims be applied first to the payment of charges incurred against it by the joint consent of both Governments (such as the expenses of the Arbitration, paid by New Brunswick, for which she would thus get credit,) and second to the survey of the boundary line."

I could not see the ground for including the amount under this named heading, when the expenditure was incurred before the Arbitration was determined upon, and when it was certainly not made with the consent of Canada.

Coming to the Canadian Survey Account, marked B, amounting to £11,715 3s. 9d., I may remark that all the Commissioners agreed to the deductions marked C, £128 17s. 0d., leaving a balance of £11,286 3s. 9d., differing from the amount found by the majority of the Commissioners as the correct account, by £2,921 16s. 0d. Of this difference £1,190 was composed of the salary of the Purveyor, O. Fiset, £1,155, and £12 10s. 0d. and £22 10s. 0d., extra pay of clerks in the Department of Public Works.

The ground of rejecting this part of the difference was, that Mr. Dawson, when acting for Canada on a Commission entrusted with the settlement of the account, had agreed to the rejection. Mr. Dawson having, when giving his evidence, stated, and this statement was not contradicted, that the deduction was only consented to by him, because the Government of Canada which he represented instructed him to do so for the purpose of settling an unpleasant dispute with a sister Province, and not on account of any weakness in the claim itself.

Mr. Dawson clearly explained that he saw no evidence that the money was not paid to Fiset nor that his services were unnecessary.

There was no evidence given against his honesty, industry, and intelligence, and all the information we could get went to shew that he was a capable, active public servant. With this information Mr. Dawson's explanation as to the cause of his consent to the exclusion of the claim from Canada's accepted account was strengthened, as it was plain that Fiset's work was needed, that it was done, and well done.

Similar work must have been done for New Brunswick by some person differently named.

The two items of £12 10s. and £22 10s. are not sufficiently large to excuse lengthy comment.

It seemed to me reasonable that what had been paid to copy documents required, for the survey should be admitted as part of the account.

In the remaining sum of £1,721 16s. (£2,921 16s.—£1,190), there is a difference of £3 4s. in a voucher which need not be discussed.

The balance £1,728 12s. was deducted by my colleagues, and appeared to me the most unwarranted disallowance of the Commission, so far as those Acts which were within the scope of the order of reference went.

The amount deducted was nominally one-eighth of the whole corrected expenditure, after excluding everything that appeared like an irregular charge and Fiset's salary, but it was in reality more through errors caused by taking the wrong basis of account. Even assuming that the deduction is one-eighth, instead of being as it is so much above it, is it not unreasonable to make such a deduction unsupported by any evidence except that of Mr. Botsford, the Boundary Commissioner for New Brunswick, who said that the expenditure for Canada should have been in his opinion about £8,000, while that of New Brunswick was £6,095.

There is no reason to believe that Mr. Botsford meant to include the amount paid by Canada for the salary of Major Robinson, £1,527 10s., which would have raised his estimate to £9,527 10s. Without casting any doubt on Mr. Botsford's sincerity and recollection, it is natural to assume that he, if he erred at all, would have done so in the direction of overrating the care and economy displayed in his own work, as compared with the like qualities in another.