

Fitzgerald, had previously returned, in order that the books might agree. I never entered it.

1723. Did he direct you to add forty cubic yards of dressed stone at Rough Waters quarry, which he had previously refused to accept?—Mr. Fitzgerald ordered me to return about forty cubic yards. I never saw the stone. Mr. Fitzgerald says he thinks there was forty to fifty cubic yards.

1724. Is the same stone referred to in Mr. Fitzgerald's letter that he states was unfit to go into the work?—The stone is still laying at the quarry.

1725. What outlay had Mr. Gough gone to in opening that quarry?—About \$500. Mr. Gough—

*By Mr. Scatcherd :—*

1726. Do the letters by you and Mr. Fitzgerald, dated October, show state of your understanding at that time?—They do in a business way. It was the first time for over a year that I have spoken to him, for after I had found some attempts to drive me off the contract, I had nothing to say to him, and after I could not succeed in getting rid of him I made a virtue of necessity. The letters produced by Mr. Fitzgerald, with the exception of the third, were written by me to him in his presence, by his express dictation as a stand-by for him, if in the future it should be discovered that he was doing as he was.

*By Mr. Mitchell :—*

1727. You have heard Mr. Fitzgerald's explanation and statements, what had you to say?—I deny having received these measurements as Mr. Fitzgerald states were given, as I previously explained, and for the same consideration.

1728. Have you from the first to the last of the contract ever known that I had used any influence to favor you in the contract?—I believed and knew that you were friendly to me, but I never knew of any undue influence of any kind being used; in fact when I have asked you to exercise any influence which might be considered as undue, for the purpose of getting my rights, the reply invariably was: "I will not do it."

1729. Was it not against my express wish you took the contract?—It was.

1730. Did I not tell you then, and since you carried it out, that you must not look to me for assistance?—You did.

1731. Was it or was it not when I had positive evidence of gross injustice being done to you that I first interfered for you, by representing to the Commissioners that they should send some independent man to ascertain the truth?—I tried a long time, and suffered a long time before I succeeded in obtaining your countenance and aid in assisting me to what I claimed as my rights.

*By Mr. Mills :—*

1732. You referred to buying furniture for Mr. Fitzgerald; was that when he first went upon the section?—It was.

1733. Was that intended as a bribe?—It was a response to an indication of Mr. Fitzgerald, that the Engineer in charge should at least double his salary, and to frequent reminders by Mr. Fitzgerald that he was fitting up a house to live in and wanted furniture to fill it. It was also done as an inducement for Mr. Fitzgerald to make just and speedy returns for which I had suffered for not having been made.

1734. How long?—Not very long.

1735. Did this have the purpose you intended?—It acted like a charm.

1736. You had nothing to complain of?—Nothing to complain of just then. All my suggestions were carried out.

1737. Did his returns at that time vary from those of the Assistant Engineer?—I don't remember, the Assistant Engineer would return what he was told to return.

1738. You speak of wines and brandy being sent him?—I don't remember. The wine and brandy was sent with the idea that the individual I was dealing with required soaping, as it was afterwards amply proved.

1739. Did Mr. Fitzgerald ever offer to pay for the furniture?—He asked for the bill, but did not offer to pay me.