

vision of the inspectors of masonry and the assistant engineer upon the work, it was absolutely impossible for the contractor to do anything else than build good work.

1440. Will you state to the Committee when it was that you applied to get revision of these quantities?— I think I applied early in the spring of 1872.

1441. To whom?—To the Commissioners.

1442. What was the reason you had applied to the Commissioners?—The reason, in the first place, was that I believed them to be the proper authorities to apply to; and in the next place, because I believed I would be able to shew that I would be entitled to a considerable money-payment as soon as a revision was made, and that upon shewing the work remaining to be done, my current payments would be largely increased.

1443. Are you aware whether other contractors on the Intercolonial had ever applied for a revision of quantities?—I understood several.

1444. Did you understand they got revisions and re-measurements?—I did.

1445. Did you specially apply to Mr. Buck to make that revision?—I think I suggested that Mr. Buck, being engaged on Section 10, next to my section, could probably make a revision and re-measurement with very little inconvenience.

1446. Who did you suggest that to?—To the Commissioners.

1447. What was the reply?—There was no reply for a considerable time, until a telegram informed me that Mr. Buck had been deputed to make revision and re-measurements which I desired.

1448. Were you aware that at that time similar applications came from Sections 6, 9, 15, &c.?—I heard so.

1449. Did the Commissioners assent very readily and speedily to your request for a revision of the quantities?—I found the greatest difficulties in accomplishing anything which implied payment of money not warranted by actual returns of work done.

1450. For what reason?—I always believed it to be in consequence of a desire on their part to have the work completed within the contract sum. I cannot presume any other reason.

1451. Did you consider their conduct towards you in the light of favor or otherwise?—I considered, knowing the country in which I was building that road, that they were most unreasonable in urging me to push on that work in the way they did.

1452. Will you state why it was you commenced the work at the points you did?—I commenced the works at the most difficult points for the purpose of showing the Commissioners and the Government that I did not intend to pursue the same course as was notoriously pursued by other contractors who had previously thrown up their works and failed. And I did so for the purpose of inspiring the Commissioners and the Government with confidence in my determination to carry on my contract.

1453. Did you proceed with those works as far as it was reasonably fair to believe they could be proceeded with?—I did; and much farther than it was reasonably fair to have expected. I proceeded with the works in the face of high labor on each side of me, and was unable to take men from the clear and open country to work on my section, and made two desperate efforts to obtain foreign laborers.

1454. When was that?—In the summer of 1872. I made arrangements with the Anchor Line Steam Ship Company to bring me 100 navvies from Scotland at a cost of \$30 per head. The first detachment brought numbered 52. They were landed at Saint John, New Brunswick, and at my expense from that they were brought up to Section 16. When they found the nature of the country in which they were placed it became utterly impossible to keep them there, and it cost us nearly as much to watch them and maintain them as it would have been to pay them. They subsequently all deserted; and I followed them myself over the District Sections endeavoring to induce them to come back, offering them much higher wages than I had agreed to give them in Scotland, but they made their way to the United States. Only three or four remained on the works for any considerable time. I offered these men \$2 a day to remain on the works. I engaged them for \$1.20. I offered also to release them from paying passage money, which they had agreed to pay, but we lost their passage money and all other expenses.