

son, a New Brunswick man, well known, had some contracts along the same line, which he sub-let, giving to these contractors the ties. One lot was got out and another delivered, but I fear describing them. The late Government paid for those ties, although they had not been delivered, and were not its property. They felt it was better they should lose the price of the sleepers. But there was a better case for Mr. Girouard, who had delivered his sleepers to the satisfaction of the Government inspector. They had been received and partly paid for, and at their request he charged them from that point. The hon. gentleman who now tries to find some fault or scandal in regard to this payment to Girouard, was very anxious, a couple of years ago, that he should be paid. The late Government brought him here, all the way from Kent. When they thought I was involved in that transaction, when the paper published by the member for Gloucester stated I had gobbled up \$7,000 or \$8,000 of the public money, he was brought up here to see if anything could be proved against me personally; but the moment I challenged them to prove anything, or proceed against me, and they found they could not, they took no further interest in the matter.

Sir RICHARD J. CARTWRIGHT. This is an utter and deliberate misstatement of the facts—an utter and deliberate falsehood. The statement made by the hon. member who has just spoken—that the reason why Girouard's claim was not paid—was, that the late Government, who intended to pay, would not do so because they could establish no claim against himself.

Mr. COSTIGAN. I dispute the right of the ex-Minister to stand in this House and accuse me of deliberate falsehood. I deny his right to do so; and he knows he would not dare to make such an accusation if he did not know he could shield and protect himself under the rules of the House. I express myself as clearly as I can, that he would not dare to make such a charge outside of the House.

Sir RICHARD J. CARTWRIGHT. I repeat, it is a false statement.

Mr. COSTIGAN. The hon. gentleman has forgotten, I think, what is due to the House in making use of such language. I repeat an interest was taken in Mr. Girouard at that time. I can go further, and state that the leader of the late Government declared a true case was made out against me, and that he would unseat me. That was the reason why I asked my hon. friends not to commit themselves to a whitewashing case.

Mr. ANGLIN. The hon. gentleman (Mr. Costigan) has given a version of the case not quite accurate. If it is true, as has been and is alleged, that Mr. Girouard delivered those ties in Bathurst Basin, I have no doubt he was entitled to his money. But it always seemed to me extraordinary if he delivered them there, and they were duly accepted in Bathurst Basin, that he should have undertaken the risk and trouble of moving those ties into the Bay, and along the coast, which is rather dangerous. He stated he was required or asked to do so by the officer. However, Mr. Stevenson has denied over and over again that he ever received or accepted the delivery of those ties in Bathurst Basin, asserting that he refused, positively, to accept their delivery there—that it was not the place where the ties were wanted—that he required to take them to Richibucto, and that on the way the ties were unfortunately lost. With regard to the statement of the member for Victoria (Mr. Costigan) that there was some effort made to involve him in this transaction, it is necessary I should say a few words in explanation. In 1877 Mr. Girouard applied to me to endeavour to obtain for him the sum he alleged was due on his contract for the supply of ties. I wrote him that I would be very willing to help him, and asked his account in order to furnish it to the department. He replied he kept

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none, and asked me to obtain a copy from the department. I received from the department the figures of the two contracts, the one in which Mr. Girouard was interested as a partner of Mr. Renaud, who was a member of the House, and the other in which the hon. member for Victoria was directly interested.

Mr. COSTIGAN. Why does the hon. gentleman state in the first place that Mr. Girouard was a partner of Renaud, and that I was directly interested in the other contract.

Mr. ANGLIN. I stated what at the time was the current opinion; I do not assert it myself, but there is some evidence in support of the probabilities of the case. Several large sums were drawn by John Costigan on account of the contractors. Girouard denied he gave any authority to John Costigan to draw some of those amounts, and claimed that several of those sums were still due him. If that statement was correct he was still entitled to this money. On his behalf I pressed that claim on the railway authorities, and called upon them to show whether Girouard ever had obtained those sums. I was met by the proper authority with the statement that he had in his possession a receipt in full for the settlement of Girouard's account and balance due, obtained from him. I then stated that if that was the case the claim could not be established, and wrote to Girouard to that effect. The following year I was rather surprised to learn that Girouard was in Ottawa, and I believe the hon. member had some business transactions with him. Possibly at his instance Girouard came up here. I had nothing to do with bringing him here. I said to Mr. DeVeber on the way that I thought there was no case, that I had taken a great deal of pains to inquire into the charges, and that I thought they could not be established. However, he thought it would be well to make further inquiry into the whole matter. Mr. DeVeber pressed his claim very strongly, and he finally demanded the production of a receipt in full, said to have been signed by Mr. Girouard. This receipt was looked for but could not be found, so that secondary evidence was required. Secondary evidence was produced, and Mr. Stevenson, as a witness, appeared and said that a receipt had been duly signed by Mr. Girouard. On the other hand, Mr. Girouard said he had signed a paper in blank after receiving a large sum of money towards closing the account, but that he had never willingly or knowingly signed a receipt in full, and that if such a receipt existed, it was not a paper which he had signed. Mr. Stevenson contradicted that statement, and said that the accounts had been fully gone into, that Mr. Girouard expressed himself as being fully satisfied with the amount, and that he signed a receipt in full. Mr. Duplessis, the accountant of the department, was then, unfortunately, sick of the illness of which he subsequently died, but he was applied to, and he wrote a statement, which I saw, declaring that he was present during the whole time that the settlement was made, that it was a settlement made in a regular way, that Mr. Girouard expressed himself as quite satisfied, and that he signed a receipt which was drawn up in a regular and formal way. I think I have heard it stated that Mr. John Costigan was present, and that he bore evidence somewhat to the same effect. So the matter stood, and so much was my entire connection with the whole affair. It leaked out that sums paid Mr. Costigan were paid without authority, but if such a rumor did leak out it was because Mr. Girouard made these statements within the precincts of the House, while he was here pushing his claim. I think it will be seen from the statement in the Minister of Railways' report that Mr. Girouard now claims over \$6,000, and it is possible that he claims some of the old sums which, he says, were paid without his authority. I had nothing to do with the matter further than trying to press Mr. Girouard's claim, while believing it was well grounded. I had no idea of hurting the hon. member for Victoria (Mr.