

- No. 23. *Q.* Have you no general idea? *A.* I will not venture on an answer. I will give a special answer to-morrow; but I should say, interest, engineering, right of way, clearing and grubbing, were taken in.
- No. 24. *Q.* You can produce the document? *A.* Yes. I think I once showed it to you. The simple fact, however, is, that Mr. Hall took my figures to you (Mr. DeB.) and you advised him to raise his price.
- No. 25. *Q.* Hall & Co. tendered on the plans and specifications furnished by the Engineers. Were there such plans and specifications to which they could refer? *A.* There were proximate estimates made before the transit line was cut through, and the quantities made up, which is a plan often improperly adopted in this country.
- No. 26. *Q.* How then was it possible for you to be so clever as to get up such an accurate estimate, which I think was made out to shillings and pence per mile? *A.* Because I imagined myself as shrewd and clever in my calculations as ordinary Engineers, and I had the usual facilities by access to the plans of the Company, having made those plans myself as resident Engineer.
- No. 27. *Q.* You said yesterday that you were associate Engineer? *A.* I was sometimes called so, and sometimes resident Engineer. I located the line.
- No. 28. *Q.* If Hall & Co. in their tender used the words, "according to the plans and specifications to be furnished by the Company," what works would those plans and specifications include? *A.* The plans and specifications which would afterwards be furnished, and which would include from right of way to the entire completion of the work. I do not know if Engineering and travelling expenses were to be there.
- No. 29. *Q.* What is meant by "plans and specifications to be furnished by the Company's Engineers?" What would be included in those words? *A.* Specifications of the plan on which the work was to be constructed.
- No. 30. *Q.* Would it have reference to any expenditure other than the actual construction of the work in the line itself? *A.* "Specifications" would not. In simple language, the tender of Hall & Co. was for the same work exactly which was afterwards tendered for by Mr. Zimmerman.
- No. 31. *Q.* What I want to know is, what is included in the word specification? *A.* I will send you two or three copies if you need information. It includes anything you want.
- No. 32. *Q.* Did you see Mr. Hall's tender? *A.* I did not see the formal offer. I gave Mr. Hall the sum per mile; but in fact all the plans were in a crude state for letting the contract.
- No. 33. *Q.* Your estimate was to include right of way, fencing, engineering, interest, rolling stock, superstructure, station ground, and incidentals? *A.* I do not recollect as to engineering. It included the rest. As to incidentals, I think there was a small sum allowed for contingencies.
- No. 34. *Q.* Was interest included? *A.* I am not quite sure. I think that one year's interest was allowed on the whole amount.
- No. 35. *Q.* You think that Mr. Hall's tender was more profitable in price and terms than the two others which were put in, and that yet they lost the contract? *A.* They lost the contract. I did not see the other tenders; but from the description I have read and from what I know of the other tenders, and from what I know of Hall's before it was altered, I think the latter the most profitable.
- No. 36. *Q.* Do you know how the payments were to be paid under that estimate to Mr. Hall? *A.* It is so long ago that I do not know.

Here Mr. CHRISTIE said he thought this line of cross-examination should not be continued; but that the documents should be produced in order to make evidence of what could be sustained by documentary testimony.

Mr. DEBLAQUIERE agreed with Mr. Christie, but remarked that much secondary evidence had been already received, and that it was but right that he should have the power of cross-examining the witnesses thereon. A heavy charge had been brought against him in respect of this contract, and what he wanted to show from this witness himself was that Mr. Hall's tender was not the best, and that if it were, it was not rejected in consequence of his (Mr. DeBlaquiere's) advice.

Mr. FOLEY thought this complaint of the nature of the evidence which had been taken, came with a very bad grace from Mr. DeBlaquiere. There had been no secondary evidence taken and none except in Mr. DeBlaquiere's own way. He insisted that Mr. DeBlaquiere should not continue to throw out insinuations on the mode of taking the evidence. Though some latitude had been allowed on the other side, Mr. DeBlaquiere could and did have just the same freedom.

Mr. DEBLAQUIERE said that he wanted to show he had all along objected to secondary evidence, when documentary evidence could be produced. When the Chairman asked the 9th question of Mr. Clenaghan—when was the contract first given, and to whom? He, Mr. DeBlaquiere had objected, "on the ground, that documentary evidence existed as to all these facts, which therefore could not be proved verbally by a gentleman who could know nothing of his own knowledge about them. He desired to conceal nothing; but he wished all these facts to be proved by authentic papers."

That was all that he had taken the liberty to mention to Mr. Christie.

The Chairman remarked that the answer to that question was, that the witness was present at a meeting of the Directors and heard what took place. That was evidence which would be received in Courts of Justice. Mr. DeBlaquiere's questions now had of course the object of showing that Mr. Hodgre's evidence was incorrect. He said that one contract was more profitable to the Company than another; and Mr. DeBlaquiere now wanted to show what that contract was, so that he might afterwards bring evidence to establish that such a contract had never been executed. That course of examination he thought perfectly admissible.

- No. 37. *Q.* Do you remember the terms as to the payments asked by Messrs. Hall & Co.? *A.* I do not; but I shall be able to make out my case, and show from the papers that that contract would be better for the Company than the one afterwards given to Mr. Zimmerman.
- No. 38. *Q.* Then explain why Hall's offer was better than Zimmerman's? *A.* If Mr. Hall had tendered at that price to the Company, even for cash, it would have been better than Zimmerman's tender; but I do not know what Zimmerman's tender was.
- No. 39. *Q.* What have you heard of Mr. Zimmerman's tender? *A.* I saw his cash prices per month, as made up by Mr. Benedict in the estimate book, and it would be of great importance to the Committee to have that book produced.
- No. 40. *Q.* Do you mean to say then that you know nothing of either tender till they are produced? *A.* I cannot say the precise sum till I see the books.