

declared that he owed \$220,760, and that he had not completed the works called for under his contract, the declaration of his son, who was also his partner, does not strengthen the commissioner's statement.

The cause of the strike is too clear to make it possible for Mr. Langelier to throw the responsibility upon the company.

As to the payment of the workmen employed by Mr. MacFarlane, this payment was made by the local government out of the subsidies transferred to the bank by Mr. MacFarlane. The balance of the wages owing should be paid by the Ontario Bank, according to the agreement made to that effect; but the Bank declares that it has never been able to obtain from the special commissioner, M. Langelier, a statement showing the sums paid out and those that are still owing.

Owing to the refusal of Mr. MacFarlane to complete his works and to render an account of his expenditure in order to come to a final settlement, the company found it impossible to continue forthwith the building of the road. It has brought an action against the contractors Armstrong and MacFarlane to obtain possession of the road, in order to make such financial arrangements as would permit it to complete the first 100 miles. This action has been pushed on with diligence, and the company has in prospect an early settlement of all those difficulties, for which it believes itself to be in no wise responsible; for it has paid its contractors and fulfilled its own obligations according to the terms of the contracts. And although not directly responsible for the debts of the said contractors, it is now taking steps in order that all sums owing the workmen, boarding-house keepers, and contractors for ties etc. should be paid in full.

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the commissioner gives a fanciful description of the manner in which the expropriations of lands required for the railway have been carried out. Let me be allowed to state that, as a fact, expropriations were made by friendly agreement with six hundred proprietors of the said land. Throughout the whole length of the sixty miles there was no occasion to make twenty expropriations by order of the court. The few proprietors who have not yet been indemnified should not attribute to the company the whole cause of failure in this respect.

Besides, when it is considered that the municipalities voted the necessary sums of money in order to reimburse to the company the cost of the purchase of the right of way, it is easy to understand that the proprietors have every interest in agreeing to an amicable settlement. In looking over the evidence produced at the enquiry I have ascertained that several complainants have committed errors in their declarations. For these proprietors were expropriated according to the formalities required by law, as appears by the records lodged in the Superior Court, at New Carlisle, for Messrs. Abraham Leblanc, Louis Gauvreau, Abraham Dugas, Louis Bujol and others