

that alter the facts as stated in my letter to you of 3d June. Mr. Huntingdon, a partner of the firm of Naylor & Co., was at St. John in May, 1857. At that time 1000 tons were named as the probable quantity of Rails that would be required that season.

"Before the order was sent to Messrs. Naylor & Co., the subject was brought before the Board, when it was decided that 700 tons were sufficient until more could be imported in Spring of 1858, and 700 tons only were ordered; and of this 700 tons, about 100 tons were manufactured when a member of the new Railway Board arrived in England, and it appears (from the Chief Engineer's Report) that this gentleman was of the opinion that the manufacturers were not doing justice in the manufacture of the Rails. Notwithstanding this they were allowed to continue the manufacture of them, without an inspector from the Railway Board, although this was expressly stipulated and provided for by the former Board, and not only so, but the present Board gave them a further order for 300 tons more Rails.

"With all these facts before you, you in your letter of 29th June attempt to justify the correctness of the charge made by you, viz.: 'That the former Board by their mismanagement caused a loss to the Province of £2,000 by an importation of Railway iron,' when you knew that this sum was made up by estimating the value of 1000 tons of Rails, at £2 per ton less than it cost; and you also knew of this 1000 tons of Rails, 300 tons were ordered by the present Board, and 600 tons more were manufactured under their supervision.

"I enclose a copy of a letter from Messrs. Naylor, Vickers & Co., of Liverpool, dated Dec. 18, 1857, addressed to Mr. Reed, as Railway Commissioner, for your perusal.

"I am, Sir, yours, &c.,

WM. HY. SCOVIL.

"The Hon. S. L. TILLEY, Fredericton."

"LIVERPOOL, DEC. 18, 1857.

"ROBERT REED, Esq.,  
Railway Commissioner of the Province of New Brunswick, at Liverpool.

"DEAR SIR—We have duly received the report of Alex. L. Light respecting the Rails supplied by us as per our contract with the Railway Commissioners, bearing date June and September, 1857.

"Although by the express stipulations contained in that contract, our responsibility ceases with the inspection at the works, and we are not bound to notice or entertain any complaints made subsequently, nevertheless, act of courtesy to you and your brother Commissioners, with whom our business relations hitherto have been of the most satisfactory and straightforward character, we proceed at once to investigate the merits of the sweeping charges brought against the quality, regularity and finish of the Rails.

"1. As regards the charge that there is a variation of  $\frac{1}{8}$  of an inch in the width of the flange, and also in the tops of some of the