

Ques. 436. In reply to Q. 326 you have stated that Gzowski and Co. claim the right of executing the residue of their contract to Sarnia, and to be allowed £45,000 in addition. Will you please to refer to the agreement made in London, 4th February, 1857, between the Company and Gzowski and Co. acting by Mr. Galt, and state the exact terms of that agreement on this point.—*Ans.* In my reply yesterday to question No. 326, instead of saying Gzowski & Co. *claim* to execute the remainder of the contract to Sarnia, it would have been more proper to have said, if they are called upon to make that remaining portion of the line, they may claim, if cost of wages, &c., warrant it, an addition to their contract of £45,000, which I believe was Mr. Galt's estimate; at all events, it was the amount stated in the final reports of A. M. Ross and Walter Shanley, Engineers of the Company. The agreement made in London, in reference to the settlement, was in the following terms: "that the "question as to your obligations to complete that "portion of the line, and upon what if any addition to the contract in price—remain in abeyance until the completion of the line of St. Mary's to London."

Ques. 437. In reply to ques. 328, you have stated that Gzowski & Co., claim the right of making the line from St. Mary's to London at £8,000 per mile. Will you please to state whether it is in evidence submitted by the Company that Gzowski & Co., acting by Mr. Galt, agreed with the London Board to submit their claims in respect to this road, as well as other matters, to arbitration in London—that Gzowski & Co. exhibited by their letters in evidence, much disappointment at the London Board finally refusing to go on with the arbitration, and finally whether it is in such evidence furnished by the Company plainly set forth, that the London Board themselves, in a letter addressed to Gzowski & Co. dated 4th February, 1857, proposed among other matters, to adopt the contract for the London and St. Mary's line on the terms stated, which was accepted by Gzowski & Co., in final adjustment of their relations to the Company?—*Ans.* It is in evidence before the Committee, that Mr. Galt, on behalf of Gzowski & Co. agreed with the London Board to submit their claim to arbitration, and, also, that Gzowski & Co. at the arbitration not proceeding, exhibited disappointment; and further, the letter of 4th February, 1857, from the Secretary of the London Board, Sir C. Roney, adopts the contract from St. Mary's to London on the terms stated.

Ques. 438. In reply to questions 329 and 330 you state that the first knowledge you had of any action having been taken upon the Charter of the London and St. Mary's Road was from a newspaper slip sent to you when in England, and that the Company had no previous knowledge of the circumstance. Will you please to examine the return of correspondence furnished on this subject, and state whether it is not strictly confined to correspondence subsequent to the passage of the London and St. Mary's Bill, last session.—*Ans.* I have examined the return of the correspondence furnished on the subject of the St. Mary's and London Railway Charter. The whole of the said correspondence was of a subsequent date to the proceedings referred to in my replies to questions 329 and 330—that is subsequent to the period named by me as being the first time I had heard of the election of Directors—and the giving of the contracts of the Road to Messrs. Gzowski & Co. The correspondence submitted commences in October, 1856, with a letter from the Hon. John Ross to A. T. Galt, Esq.

Ques. 439. The correspondence being confined to that stated by you, will you state whether in reply to an Order of the House you have not already furnished the following documents in further reference to the adoption by the London Board of the Grand Trunk Company of the London and St. Mary's contract?