

**Railway Construction—
Contract No. 13.**

996. What do you understand "approximately" to mean?—In conversation with the engineers I understood that the location and the cross sections had not been sufficiently advanced to obtain the quantities as correctly as they could be obtained later when very close measurements had been obtained; that it was measured, probably, as closely as could be on the profiles, but not as closely as could be measured later on the ground.

Witness means by "approximately correct" as correct as they could be obtained on the profile.

997. Then did you understand that those quantities were, at all events, as correct as would be obtained after the location of the line?—I understood them to be as correct as could be obtained on the profile.

998. Is there a profile made before a location?—There is a profile made of trial locations.

999. Then do you mean that the quantities were ascertained by profiles on trial locations in this instance?—Yes; as far as I understood it.

1000. And that the quantities were named as closely as they could be named on that kind of examination?—Yes.

Marcus Smith deposited in 1879 that this contract was let before survey.

1001. Mr. Marcus Smith gave his evidence in March, 1879, before a committee of the Senate, in which he says that this contract was let before the survey was made; do you know if that was correct?—You will observe that the bill of works referred to is dated January 20th, 1875. Now at page 51 of Mr. Fleming's general report for 1877 he says, in the fourth year—1874—that in the autumn the location of the line between Thunder Bay and Lake Shebandowan—a distance of 45 miles—was commenced, and considerable progress was made by the end of the year. I suppose the statement made by Mr. Fleming is correct.

Witness supposes from Fleming's report that a trial location had been made before quantities stated.

1002. And that consequently a trial location had been made before these quantities were stated?—Yes.

Charters withdrew his tender by telegram in consequence of being refused further time.

1003. By the report of Mr. Fleming which you have produced, Charters & Co. appear to be the lowest tenderers. Do you know why they did not get the contract?—Mr. Charters withdrew his offer.

1004. How is that communicated to the Department?—On the 12th of March, Mr. Charters telegraphs to Mr. Braun:

"Telegram received, and having had no answer from you regarding my first request for delay of time, I was compelled to relinquish contract against my will."

1005. Have you the correspondence showing what he had asked, or copies that you can put in?—On the 3rd March Mr. Braun telegraphs to Mr. Charters:

"Are you ready to undertake contract for railway between Fort William and Shebandowan, as tendered for on the 22nd ult., and in compliance with the Railway Act of last Session, chapter 14?"

1006. To what place is that directed?—Dorchester, New Brunswick.

1007. What is Mr. Charters first name?—E. A. Charters. On the 4th March Mr. Charters telegraphs to Mr. Braun:

"Not anticipating decision so soon, will require short time to see others concerned. Think my tender will come under head of clause 12, General Provisions, chapter 14. Will in all probability accept contract and make deposit of cash, stock and bonds of amount required if a little time is allowed."