

on such buildings. The shingles I took up (No. 1) were of the same quality as the shingles I quit working there.

Q.—Did you find the building that was built there I did not consider to be thoroughly seasoned?

A.—The building was built there I did not consider to be thoroughly seasoned. The building was built there I did not consider to be thoroughly seasoned. The building was built there I did not consider to be thoroughly seasoned.

There is a building there I did not consider to be thoroughly seasoned.

G. G. BRYANT.

Taken, sworn and subscribed at Eugene, this 10th January, 1893.

J. A. LARSON, Notary Public for Oregon.

E. SHORT, J. S. C.

DAVID SPARKS, of the City of Montreal, is the Director of Montreal, being duly sworn, says:

I know the parties in this case. I am not related, allied or in the line of either of them, nor interested in the result of the suit. I am the District Engineer and Superintendent of this part of the Railway between Montreal and Saint-Paul, and have been such since August of 1883. I know that the plaintiffs had a contract with the Saint Lawrence and Atlantic Railway Company for building certain Way and Water Stations on parts of the Railway. I have examined the contract filed in this case as Defendants' Exhibit No. 4. It is the contract upon which the plaintiffs were to build such buildings at the time the contract became due. Alexander F. Galt was the President of the said Saint Lawrence and Atlantic Railway Company, and the said contract was signed by him as such President. In March, 1883, I went to the line as District Engineer, and took charge of the works to be carried by the plaintiffs under said contract. The Water Station at Waterville was built when I went on to the road. They were just beginning to put in the foundation at Lennoxville at that time, and the plaintiffs continued to work there until about the month of June, or some time into the month of June, when I was compelled to discharge them. Being shown the latter, plaintiffs' Exhibit No. 7, I perceive that it was on the twenty-first of June that I gave them the letter of dismissal under the said contract.

Question.—State what were your reasons for taking said contract out of plaintiffs' hands?

Answer.—Because the work they were doing required to be finished immediately, and they (were) getting on very slowly with it, and because I not only found they were doing bad work, but endeavoring to defraud the company by covering it up, and I was satisfied had the work been allowed to pass, the building at Lennoxville would not have stood. In laying the sills upon the posts I found them (that) instead of leveling the tops of the posts they had blocked them up with chips, pieces of cordwood, and any other refuse material they could pick up about the station ground; and the work generally in the Station was badly done. I had frequently notified the plaintiffs, both verbally and by letter, that I should be compelled to take the work out of their hands, unless they proceeded faster with their work and performed it better, and notwithstanding these repeated warnings they did not proceed faster with the work, and in consequence I was compelled to discharge them from the work altogether, as above stated. Defendants' Exhibit marked A. is the specification for said Way Station. I have examined them and also the contract marked Defendants' Exhibit No. 4.

Question.—From your experience as engineer are you prepared to estimate how much such a Way Station as that mentioned in said contract and specification would have cost in the year 1882, or the spring of 1883, and if so state how much it would cost.

Answer.—I should say, to have it done according to the tenor of specification and contract that three hundred and fifty pounds would not have been to (too) much for the Way Station alone.

Question.—Do you believe it was or was not possible to have built such a Way Station as that at Lennoxville in 1882 for the sum of two hundred and fifteen pounds, without losing money in doing so?

Answer.—I do not think it was possible if the contractors did their work skillfully. The frame of the Water Station at Waterville was placed on the foundation when the work was taken from them. Nothing done to the Way Station at Waterville, and nothing at all was done at Coteleoc. Alphonse Brooks was assistant engineer under me, and had also superintendence of plaintiffs' work.

Cross-Examination.—I am quite sure that defendants' Exhibit A. agrees with specification of the work made by Mr. Galloway previous to my taking charge in the spring of 1883. I was not one of the witnesses to the contract defendants Exhibit No. 4, and when I say in my examination in chief that the said Exhibit was signed by Mr. Galt as President of the road, I only speak so of (from) my knowledge of his handwriting, and not from any knowledge of the facts.

Question.—State the particular work which you have a personal knowledge of the plaintiffs doing badly on the Station at Lennoxville, and in what particular the work was deficient.

Answer.—The whole work was deficient from beginning to end. The foundation was propped (propped) up in a careless manner; the joists were badly made, and the material altogether was of a very poor quality. The same foundation, that is, the posts, is there now that the plaintiffs put in. The material used was a bad quality of timber. It was notty, (knotty) chinky, &c.

Question.—Is there not now in the Station at Lennoxville the same sills and the same frame put in by the plaintiffs?

Answer.—When I took the work out of the plaintiffs' hands I entrusted Mr. Gordon, the foreman carpenter at the time, to complete the work, and make use of such materials in the building as would answer. I believe it is possible that some of it may be there, but a great part of it was taken away. My instructions to Mr. Gordon were to take the building down and throw out all the bad timber, and I believe it was done. I do not know whether it was enclosed and shingled the previous fall, but I had nothing to do with it then. When I went on to the work in March I am not sure if it was shingled; it was partly boarded in.

Question.—Can you state any other particulars than those you have already mentioned, in which the work was badly done?

Answer.—No.

Question.—Have you any personal knowledge of the repairs or changes which were made by Mr. Gordon either in the frame or sills subsequent to the plaintiffs' leaving the work?