

on the work as far as I am concerned. Mr. Fitzgerald would not recognize the principle in making returns, for which I had contended for three years; but, upon my giving him money, he so recognized it, and upon a square bargain with me that he should share a portion of the moneys which the recognition of that principle yielded.

1704. So far as you were concerned, did that arrangement affect the sum total of your contract payments when work was completed?—It could not possibly. By reference to the returns, from August, 1873, to February, 1874, it will be seen that the excess returned by Mr. Fitzgerald over that handed in by Mr. Garden, was 7,609 yards of earth and 150 yards of masonry, and these returns were made by Mr. Fitzgerald according to the bargain made by me with him, for the money already stated to have been given him. I still maintain that principle I contended for is a right principle. The August returns show that Mr. Fitzgerald returned 200 yards short of the contractor; September returns of Mr. Garden show 237,156 yards total earthwork, while Mr. Fitzgerald returns 240,956, making a difference of 3,800 of a surplus, besides 5,000 yards which Mr. Fitzgerald ordered Mr. Garden to return in excess of work done. In masonry Mr. Garden returns 2,179 yards, while Mr. Fitzgerald shows 2,229 yards, showing a surplus and excess of 50 yards by Mr. Fitzgerald. In October Mr. Garden returns 253,398 yards of earthwork, while Mr. Fitzgerald shows 257,198 yards, making 1,200 less than actual quantity. In masonry Mr. Garden returns 2,429 and Mr. Fitzgerald 2,479 yards, making an excess of 50 yards. In November Mr. Garden returns 273,438 yards of earthwork against Mr. Fitzgerald's 272,238 yards, making Mr. Fitzgerald's less by 1,200 yards. In masonry Mr. Garden shows 2,479 yards against Mr. Fitzgerald's 2,529, an excess of 50 yards. In December Mr. Garden shows 279,091 yards of earthwork against Mr. Fitzgerald's 282,591, which is an excess of 3,500 on the part of Mr. Fitzgerald. In masonry Mr. Garden shows 2,566 yards against 2,666 of Mr. Fitzgerald, making an excess of 100 yards. In January, 1874, Mr. Garden returns 284,482 yards of earthwork against Mr. Fitzgerald's 289,591, making an excess of 5,109 yards. In masonry Mr. Garden shows 2,566 yards against Mr. Fitzgerald's 2,666, showing an excess of 100 yards.

Mr. Garden re-examined

*By Mr. Mitchell:—*

1705. How much does the excess in those months that Mr. Fitzgerald returned show in excess of your returns?—5,109 yards of earthwork and 100 yards of masonry.

Mr. Fitzgerald—

*By Mr. Mills:—*

1706. State how this discrepancy occurs.—Up to the month of August, 1873, my returns and those made by Mr. Garden agree. About the middle of July I met Mr. Brydges and Mr. Walsh, at Bathurst, while on a tour of inspection over the Intercolonial Railway. Mr. Brydges held a rather lengthy conversation with me, respecting the condition, character and prospects of the work on Section 16. I stated to him that the works were progressing very unsatisfactorily. I then had a conversation with Mr. Walsh, in which he remarked that he understood that Mr. Gough and myself were not on speaking terms.

1707. Are your returns accurate?—My returns are accurate, with the exception of 3,500 yards, returned on the urgent appeals of Mr. Gough, as his letter which I produce will show, and also on account of the desire of the Chairman that I should assist the contractor all in my power, knowing very well that I had already returned the amount of work returned to me as done by the Assistant Engineer.

*By Mr. Mitchell:—*

1708. Were these statements of Mr. Walsh oral or written?—Both.

1709. Were the words stronger than the letter?—About the same.

1710. How came there this difference in regard to earthwork between your returns to Mr. Light and Mr. Garden's to you for those months?—For the month of September I had already returned the work done as received from Mr. Garden, the day after I think it was mailed I spoke to Mr. Gough for the first time for nearly a year. Mr. Gough very urgently represented to me the necessity of paying for large supplies he was getting from