

in many places, and over large distances, was laid quite as near the natural surface of the ground, as it is upon the present profiles.

I have carefully preserved these profiles, in case they should be wanted for future reference.

I also beg leave to submit, that the voluntary and unsolicited assumption of the original contract, by the present Contractor, involved merely a change in the name of the "party of the first part," so far as the Railway Company and their Chief Engineer were concerned; and that it did not involve a change in the legal *status* of the parties, as claimed by the Contractor.

Therefore, whatever information the present Contractor may have afterwards found in the office of the original Contractors, could have possessed no greater significance or value to him, than it had previously possessed to the original Contractors.

Furthermore, I have occasion to know, that the present Contractor considered everything which he happened to find in the Contractor's office, after his assumption of the contract, of so little importance and value to himself, that he even allowed the original Contractors to take with them, out of the country, all of the accounts and vouchers for the expenditures which they had previously made on account of the contract.

In view of the great importance to the Railway Company, of the questions herein discussed; as well as others which are now pending with the Government and the Contractor, I would respectfully, but earnestly recommend that the Company take the measures necessary to ascertain its legal position and rights under the contract, at the earliest possible day.

I have only to add, in conclusion, that when it is