

WOODSTOCK AND LAKE ERIE RAILWAY.

Special Committee of the Legislative Assembly, May 12th, 1857.—M. FOLEY, Esq., in the Chair.

The examination of witnesses was continued, Mr. Hodge being still before the Committee, as follows, viz:—

- No. 1. Q. You said you could produce the balance sheet to represent the receipts and expenditure of the Company. Is it here? A. It is.
- No. 2. Q. What was the amount of your salary? A. £500 per annum.
- No. 3. Q. What was the amount of Mr. Benedict's salary? A. £750, with travelling expenses. A certain description of my travelling expenses were also paid.
- No. 4. Q. How were the claims of parties for rights of way decided? A. By the persons employed for the purpose of securing the rights of way. Various persons were so employed.
- No. 5. Q. Were some claims settled privately, and some by arbitration? A. Some were settled by arbitration: all that could be settled privately were so settled.
- No. 6. Q. You stated yesterday that 25 per cent. was a fair profit on contracts. Did you mean for cash or credit?—A. I spoke of a first class contractor having a cash contract.
- Cross-examined by Mr. Henry DeBlaquiere:*
- No. 7. Q. Mr. McClenaghan stated that there was a contract for £10,000 per mile given out in 1853. Are you aware that two contracts were let? A. I do not know of two contracts being let; but I know there was a change in the plan of the contract.
- No. 8. Q. Was there a credit contract given out, subsequently cancelled, and another one given out? A. All I can say from recollection is that there was a change in the system of the contract. I am not aware of a contract such as mentioned being let, signed, sealed, and delivered.
- No. 9. Q. You made a statement respecting something written by Mr. Benedict regarding the Davis property. Can you produce that paper? A. I will produce in writing the statement of Mr. Benedict referred to yesterday, respecting the purchase of the Davis property. Messrs. Farmer and Benedict had been travelling together in a carriage, and arrived at Hamilton at 3 o'clock in the morning, and Mr. Benedict was so annoyed that he sat down then at 3 o'clock and wrote about it.
- No. 10. Q. Your impression is that the change was made in the line because I could not purchase the Exford property, and did purchase Davis? A. That is my impression.
- No. 11. Q. Are you aware of reasons for fixing the Depot on the Davis property other than you have given: viz., the enabling of Mr. Farmer and myself to speculate on Davis' land. A. It was never fixed there at that time. I did not presume to fix the Depot without consulting Mr. Benedict.
- No. 12. Q. Was the Depot fixed without consulting Mr. Benedict? A. I am not able to say from recollection whether the Directors fixed the Depot themselves or not.
- No. 13. Q. You stated yesterday that the Directors did fix the Depot? A. I said that Mr. Benedict said it was the first time he had known the Directors fix a Depot without consulting the Chief Engineer.
- No. 14. Q. Then it must have been fixed? A. It may have been fixed awaiting the consent of Mr. Benedict on his return. I cannot tell from recollection, I suppose if Mr. Benedict had objections, the Directors on his return would not have insisted.
- No. 15. Q. You say that Mr. Benedict mentioned to you on a report of yours that Messrs. DeBlaquiere and Farmer, had bought this land, and that Mr. Benedict remarked it was the first time he had known a depot fixed without consulting the Chief Engineer? Where is that report? A. That report of mine is in the hands of your Secretary.
- No. 16. Q. Are you aware that the depot was, at that time, fixed by the Directors? And do you think it was so fixed in the interest of Mr. Farmer and myself? A. I am under the impression on the whole case that you and Mr. Farmer meant to make a speculation out of that land. I judge from what I have since seen and ascertained.
- No. 17. Q. Was this subsequent to my endeavour to purchase the Exford property? A. I imagine that it was. Duncan Clarke can give better information.
- No. 18. Q. You say there was a new line run prior to the 28th October, 1853. Do you remember more than one new line being ordered in Simcoe? A. At a subsequent period there was a third line run. It was at a time when the Directors had not a very friendly understanding with regard to the Ritchie property after he had acquired the Davis (?) property. In reference to what I stated respecting the letter written by Mr. Benedict, I further state that being much annoyed at that letter of Mr. Benedict's, on receipt of the same, I took the earliest opportunity of showing it to Mr. DeBlaquiere, and asking him verbally if ever I induced him to purchase the Davis property? I will produce a copy of the letter when I can get my letter book from the Court of Chancery. When I spoke to Mr. DeBlaquiere, the latter said that Mr. Farmer was foolish, and that he (Mr. DeB.) would make it all right. I pursued the same course with Mr. H. C. Barwick, at that time Cashier of the Montreal Bank. Mr. Benedict's letter found fault with me for fixing the depot without his concurrence, and my representations were with the view of setting myself right in this matter.
- No. 19. Q. You state that you made an estimate for Hall & Co. In what capacity did you do so? A. As Mr. Hall's Engineer, I conceived that I had a right to do so.
- No. 20. Q. Were you in the employment of the Company at that time? A. I considered myself so.
- No. 21. Q. Is it usual for Engineers to perform such services. A. I think it is quite compatible with their duties.
- No. 22. Q. You say £6,788 per mile was the amount of your Estimate. What was included in that price? A. I cannot tell from recollection. I could probably produce documents that would show to-morrow.