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R E P O R T

Of the Select Committee appointed to investigate
and report on the affairs of the Woodstock and
and Lake Erie Railway and Harbour Company.

REPORT.

The Select Committee to whom was referred the investigation into the affairs and position of the Woodstock and Lake Erie Railway and Harbor Company, especially with reference to certain alleged bribes given to certain of the late Directors by certain of the present Directors of the said Company, to the great loss and injury of the Municipalities interested in the said Railway, beg leave to report:

That they have carefully examined the evidence taken before them relative to the subject matters of the said reference, from which they find that the original Act of Incorporation of the said Company was passed in the year 1847, but remained dormant until 1852, when efforts began to be made by the then Directors professedly to give effect to the provisions of the said Act, to obtain further time for the commencement of the works, and to enable the said Company to continue their road from Simcoe or Port Dover, in the County of Norfolk, to Dunville, in the County of Haldimand.

That in October of the latter mentioned year, by a Report then made to the Stockholders, signed by the President and Secretary of the Company, (a copy of which is hereunto annexed, marked A), it was represented that "the Capital Stock of the Company" (£250,000) "had been all subscribed for, and was held "by parties perfectly responsible, but who would willingly transfer a portion "thereof either to municipalities or individuals," and William Gray, Esquire, of Woodstock, together with the Rev. W. A. Landon, of the same place, were deputed to visit the municipalities of Norwich, Windham, Simcoe and Woodhouse, to request their assistance and co-operation in the performance of the work. That the said Landon and Gray, in pursuance of their instructions, proceeded to visit the said municipalities for the said purpose; that among other inducements to that end, it was represented to the municipalities by the said parties, "that "the position, character and standing of the several members of the Board of "Directors" (the *personnel* of which soon after the said Landon and Gray had entered on the objects of their mission was changed) "were such as to supply "the public with the best guarantee for the faithful and honorable discharge of "the affairs of the Company, there being connected with the said Board "several persons then holding high positions, high in social rank, having a "character of their own to sustain, and as also being responsible for their friends, "many of whom also occupied exalted positions." That it was also represented that a certain amount of *bona-fide* stock was subscribed, though the said Landon, in his evidence hereunto annexed, states, "that he never dwelt much on that fact, not placing much reliance on it himself." That the said Landon and Gray also, under the authority of the said Directors, assured the municipalities that no part of the moneys which might be advanced by them would be expended, except a small amount for surveys and preliminary expenses, until the means of completing the whole work was in the hands of the Company. That a contract had been entered into between the Directors and the late Samuel Zimmerman, Esquire, by which the latter bound himself to supply two-thirds of the money necessary to construct and equip the road, for which he was to be paid one-third in bonds of the Company, one-third in stock, and one-third in cash, and that under

this arrangement, even should the road pay but two per cent. of the cost of working expenses, the municipalities would be secured in their loans because these loans reached but one-third the cost of construction. Through these and similar representations, many persons were induced to support the scheme, who were otherwise averse to it, and aided by these municipalities, who appear to have fully confided in the assurances thus made them, an application to Parliament for a renewed Charter and an extension to Dunville was successful, an Act for these purposes having passed on the 14th June, 1853. Soon after By-laws were passed by the Municipalities, granting aid by way of loan to the Company, amounting in all to £145,000. The said Landon and Gray in their evidence state that the representations made by them to the Municipalities on the faith of assurances made, and in pursuance of instructions from members of the Board of Directors in nearly every instance and on every essential particular, subsequently proved to be false. From their evidence, as well as from that of all the other witnesses examined before Your Committee having cognizance of the facts, it is distinctly proved, and indeed not attempted to be disputed, that instead of *bona fide* stock to a large amount existing, the only stock really held was to an amount barely sufficient to enable the holders, (seven or eight in number) to qualify as Directors, notwithstanding which, at the election of Directors, stock to the amount of several hundred thousand dollars was pretended to be represented and actually voted on. It also appears that even on the stock really held, not more than fifty pounds was ever paid by any one of the parties elected as Directors; that in short the subscriptions were entered into merely to delude the Municipalities into the adoption of the fraudulent schemes of certain of the Directors and others acting with them for their own advantage. Being thus successful in the accomplishment of their designs, the further proceedings of certain of the Directors and their accomplices in guilt, are marked by a degree of recklessness and violation of faith and honorable dealing, which Your Committee find it difficult to select words to characterize as they deserve. Dissensions having arisen between a majority of the Board and one of their number, the latter was ejected on the ground that, because he had not paid up his calls on the stock subscribed by him, it became forfeited. A most extraordinary ground of objection Your Committee submit, for a body to take who had themselves paid but a nominal sum on their own stock; and when it is further considered, as appears from the evidence of the Secretary of the Company, that no calls were ever officially made on the Stockholders.

This dissention led to a chancery suit, instituted by the rejected director to recover his seat, which terminated in his favour, and in the costs on both sides being paid, of course, out of the moneys of the unfortunate municipalities, as no other means were available. In pursuance of this decision of chancery, the successful litigant, Mr. Light, took his seat at the Board of Directors the day before the annual election for the year, but was turned out next day by a majority of votes, both parties voting on the fictitious stock pretended to be held by them. About this time a claim appears to have been urged by Colonel Light for certain alleged expenses incurred by him seven or eight years before; and out of the moneys of the municipalities he was paid the sum of \$5,936.

As an instance of the glaringly unscrupulous manner in which the objects of certain of the parties interested in duping the municipalities were effected, Your Committee beg to direct the attention of Your Honorable House to the following, the particulars of which will be found in the evidence of Mr. Hodge, the associate engineer of the Company. Among the municipalities granting loans to the Company was the township of Windham. After the passage of the by-law and its ratification by the rate-payers, it became the duty of the Reeve of the township to hand over to the Railway Company, under certain conditions, the necessary papers to enable them to obtain Government debentures, under the by-law. To do this

the Reeve referred to had what he called "scruples," according to the statement of the witness. Means were soon found to remove them. A sub-contractor was sent to him with an envelope containing \$500, which was quietly handed to him. The scruples were removed, and, as witness states, twenty minutes after, the necessary papers were in the hands of the Secretary of the Company; subsequently the messenger carried the Reeve another envelope containing an additional \$500, one hundred of which he deducted for his own services in negotiating the transaction, and the balance he handed to the Reeve as payment in full for the removal of his scruples.—Your Committee have no comment to make on facts so discreditable to all parties concerned.

On the obtainment of the moneys by the means thus described from the municipalities, in direct violation of their undertaking through the said Landon and Gray, and of bonds given by them to the same effect to the municipalities, the directors, without expending a single farthing of their own means in the construction of the road, proceeded to dispose of the moneys loaned them. In the like violation of the said assurances the said directors changed the tenor of the said alleged contract by converting it from a credit to a cash one, without the knowledge or consent of the municipalities, and for his influence and exertions in obtaining the contract for Zimmerman and Company, Henry De Blaquiere, one of the directors, is distinctly proved to have received a bribe of no less a sum than \$50,000 under this contract, in which the said De Blaquiere admits he was a secret partner to the extent of one-fifth the profits. The work on the road was at length begun, right of way to a considerable extent secured, and stations and depot grounds fixed upon. The municipalities, invigorated by this appearance of a serious intention to proceed with the operations of the works, and having their attention thus attracted from the frauds which have been practised on them, congratulated themselves on an approach to the realization of their long cherished expectations. These expectations, however, were not of long continuance.

In the fall of 1854 the works were suspended; from the evidence of Mr. Hodge it appears that the actual amount paid to sub-contractors for that part of the work done amounted to about £32,000, while the contractor received therefor, £87,000. How the remainder of the moneys were expended the testimony here attached will show. Throughout it exhibits unmistakable evidence of bad faith, deceit, reckless extravagance, and mal-appropriation of the moneys entrusted to the Company by the municipalities.

During the session of 1854 and 1855, a further extension of time and route was granted to the Company. Fresh promises were made, and again the hopes of the Municipalities revived, and again they went to work, with a will to carry into effect, as far as they could, the objects of the amended statute. Nothing practical, however, was accomplished. On the 10th of March, 1856, delegates, appointed by the several Municipalities, met at Paris; and a proposal made by Miles O'Reilly, Esq., of Hamilton, for a settlement of the difficulties existing, was agreed upon unanimously. This proposal will be found appended to the Act 19 Victoria, chapter 74; and to confirm and legalize the agreement referred to, the said Act was passed, subject to its ratification by the rate-payers of the Municipalities. Soon after, By-laws, in pursuance of its provisions, were submitted to the rate-payers. While their decision was pending, and within a short time of the period fixed upon for taking the final vote, a fresh and wholly unexpected element of confusion presented itself, in the shape of a circular to the Municipalities (which is herewith annexed) from Mr. Isaac Buchanan and others, claiming to be the Directors of the Company—directing the Municipalities to withdraw the said By-laws—announcing that the charter had passed into Mr. Buchanan's hands, that the interests of the Municipalities was provided for, and effective measures taken to secure the immediate commencement and speedy

completion of the road. The bewildered Municipalities, it would appear, scarcely knew how to shape their course, under these new circumstances. The result, however, was the withdrawal of the By-laws, and a kind of half-way acceptance of the protection of Mr. Buchanan and his fellow Directors. But £11,000 of the interest of the Municipalities was paid. Then commenced a species of life and death struggle between Mr. Buchanan and his friends on the one side, and Mr. Zimmerman and his friends on the other—the unhappy Municipalities being, in the meantime, used as the mere playthings of both. Suffice it to say, without entering into details, which will be seen by a reference to the evidence attached to the report of Your Committee, Mr. Buchanan failed in his engagements, and once more the despairing municipalities were forced to fall back on their powers of endurance for relief. How Mr. Buchanan happened to become so much interested all at once in the affairs of a concern with which, up to the moment of his voluntary interference, he had no connection whatever, except to oppose and retard it, and how he contrived suddenly to obtain the control of the charter of the Company, became to Your Committee curious and interesting objects of enquiry. His evidence annexed, given with great candour and commendable simplicity, supplies at one and the same time the motive and the mode of effecting the object. He states that his motive was simply to obtain for the Great Western Railway Company the control of the Southern Road from the Niagara to the Detroit Rivers—that having done their utmost to oppose the obtaining of the charters, when they could no longer prevent them, he believed they desired to possess them for their own purposes, with a view to the construction of these Roads, instead of a double track on their own line. This Mr. Buchanan declared to be his only motive. His mode of obtaining this control, though singularly successful in the instance referred to, is, Your Committee trust for the honour of public men and the sake of morality, one seldom resorted to in this country, and one which will not soon again be repeated. It simply consisted in the giving of a direct bribe of \$100,000 to obtain the removal of three of the Directors, and the substitution in their stead of three of his own nominees, he having previously succeeded in securing without purchase the remaining four to accede to and aid him in carrying out his plans for the transference of the charter to a rival Company. The correspondence on this part of the proceedings is annexed; and to its contents Your Committee beg to direct the special attention of Your Honorable House, in the hope that if no provision of law shall be found to exist, providing for the punishment of conduct so clearly iniquitous, some means will at all events be adopted to deter others from the commission of similar offences against justice and morality. From this correspondence it appears that Mr. Buchanan having, as he believed, secured the Western Road, deemed it important also to obtain the control of the Eastern. While devising means to this end, a Mr. VanVoorhis comes most opportunely to his relief with a suggestion made by Mr. Hodge, that for a consideration the coveted object could be gained. Mr. Buchanan, after a little prudent consideration, determines as to the sum to be offered, and the proposition of Mr. VanVoorhis being reduced to writing, Mr. Buchanan accepts. The negotiations being concluded, Mr. De Blaquiere, who up to this point appears only in the back ground, steps in, receives \$100,000, and then with his two brother directors withdraws and allows Mr. Buchanan and his two nominees to take their places; Mr. VanVoorhis, as the negotiator between the parties, receiving for his services an undertaking that he shall have a preference contract of thirty-five miles of road. Whether or not others shared in the profits of this shameless transaction, Your Committee have not been able certainly to ascertain. It is due to Messrs. Barwick, McQueen, and Deedes, who were three of the retiring holders of stock transferred, to remark that Mr. Buchanan states his belief that they did not participate in this bribe.

Since Mr. Buchanan's failure to fulfill his engagement, various steps have been taken to remedy the mishaps incident to his interference, all of which, so far as they have been stated to Your Committee, appear in annexed evidence, by which it also appears, that besides the means employed to obtain the control of the Woodstock and Lake Erie, similar measures, hardly less discreditable, were resorted to, to enlist the services of persons supposed to be influential on the Amherstburgh and St. Thomas end.

The directory of the Woodstock and Lake Erie, as at present constituted, consists of Mr. Thomas G. Ridout, President, Mr. Isaac Buchanan, Mr. James C. Street, Mr. Joseph A. Woodruff, Mr. R. G. Benedict, Mr. James Kintrea, and Mr. T. Ridout,—all of whom have been recently appointed, and neither of whom, excepting Mr. Kintrea, reside in or have any connection with the municipalities whose means are invested in the road. It further appears, from the evidence submitted to Your Committee, that the others of those gentlemen have been selected as the mere nominees of Mr. Buchanan, for the protection of his interests and those of the estate of Mr. Zimmerman, of the motive of the latter of which Your Committee have no information. It also appears, from the evidence of Mr. Buchanan, that the amount of stock subscribed by the others of the said directors, is barely sufficient to qualify them, and that on that stock they had paid nothing, but that fifty dollars each, or ten per cent., has been paid for them by Mr. Buchanan himself. The claim of Mr. Buchanan on the road consists of a sum of £47,000, composed of £25,000 paid to DeBlaquiere, £11,000 as for interest to the municipalities, eight thousand pounds for debts of which Your Committee have no detailed statements; and £3,000 being Mr. Buchanan's expenses for law and Chancery costs, expenses of trips of himself and others to England, and expenditure incident to the carrying out his project to control the said charters for the benefit of the Great Western Railway.

Notwithstanding the great length of the Report of Your Committee, many facts remain to be brought to the notice of Your Honorable House, for a knowledge of which they beg to refer to the accompanying evidence and documents. That gross wrong has been practised by parties officially and otherwise in connexion with the said Company, is fully established, and that those concerned in the perpetration of such wrong, are individuals who have hitherto occupied high and honourable positions in society and in public stations, is a circumstance of peculiarly humiliating and painful character. Your Committee have felt it to be their duty thoroughly to investigate the matters referred to thom, and plainly, and faithfully to state the facts, whomsoever they might affect. They do not consider themselves called upon to offer to Your Honorable House any specific recommendation in the premises, believing as they do that the discovery of a means of punishing the parties guilty of the outrages offences against morality, which it has been the disagreeable duty of Your Committee to bring to the notice of Your Honorable House, or the prevention of the recurrence of them, if no present remedy be found applicable, will more properly come within the province of the legal advisers of the Crown.

All of which is, nevertheless, respectfully submitted.

M. H. FOLEY, Chairman,
DAVID CHRISTIE,
GEORGE SOUTHWICK,
WILLIAM NILES,
JOHN FRASER.

Committee Room, May, 20, 1857.

It was resolved by the Committee, that the Hon. Mr. Morrison, being a member of the Government, should be excused from assenting to the report.

ORDER OF REFERENCE.

LEGISLATIVE ASSEMBLY,

THURSDAY, 29th April. 1857.

Resolved,—That a Select Committee, composed of

MR. FOLEY,
HON. MR. MORRISON,
MR. EPHRAIM COOK,
MR. FRAZER,
MR. CHRISTIE,-
MR. SOUTHWICK, and
MR. NILES,

be appointed to investigate and report on the affairs and position of the Woodstock and Lake Erie Railway and Harbour Company, especially with reference to certain alleged Bribes given to certain of the late Directors of the said Company and others, by certain of the present Directors of that Company, to the great loss and injury of the Municipalities interested in the said Railway :—with power to send for persons, papers and records.

Attest,

W. B. LINDSAY,
Clerk of Assembly.

MINUTES OF EVIDENCE.

COMMITTEE ROOM, No. 41,

THURSDAY, 30th April, 1857.

The Select Committee to whom is referred the investigation of the affairs of the Woodstock and Lake Erie Railway and Harbour Company met,—

MEMBERS PRESENT:

MR. FOLEY,
HON. MR. MORRISON,
MR. NILES,
MR. EPHRAIM COOK,
MR. FRAZER, and
MR. CHRISTIE.

MICHAEL HAMILTON FOLEY, Esq., IN THE CHAIR.

Read the order reference.

On motion of *Mr. Niles*, seconded by *Mr. Ephraim Cook*: Ordered, that *Henry DeBlaquiere*, *Arthur A. Farmer* and *William L. Smart*, Secretary to the Company, all of Woodstock, and *Isaac Buchanan*, of Hamilton, be summoned to appear before the Committee on Wednesday next, at 10½ o'clock, a.m., to give evidence, especially with reference to certain alleged bribes given to certain of the late Directors of the Woodstock and Lake Erie Railway and Harbour Company and others, by certain of the present Directors of that Company, to the great loss and injury of the Municipalities interested in the said Company; and that the Secretary be instructed to produce all books, papers and other documents in his possession having reference to this subject.

The Committee adjourned till Wednesday next, at 10 o'clock a.m.

WEDNESDAY, 6th May, 1857.

Committee met.

PRESENT:

MICHAEL H. FOLEY, ESQUIRE, IN THE CHAIR.
MR. CHRISTIE,
MR. NILES,
MR. FRAZER,
MR. E. COOK, and
HON. MR. MORRISON.

Isaac Buchanan, William L. Smart, A. A. Farmer, and Henry DeBlaquiere, Esquires, were in attendance.

William L. Smart, Esquire, called in and examined:

1. Are you Secretary to the Woodstock and Lake Erie Railway Company?

—I am.

2. How long have you been Secretary to the Company?—Since October 1853.
3. Were you the first Secretary, or did you succeed any one?—No; I succeeded Mr. Robert Light.
4. Had the Company organized previous to your undertaking the Secretaryship?—Yes, I suppose they had, as the Stock was subscribed for.
5. Is the Stock Book in your possession?—No. I believe there was a Stock Book, but never saw it: what purports to be a copy of it is in my possession. I found it in the Company's office.

The Committee adjourned until 10 o'clock a.m., tomorrow.

THURSDAY, 7th May, 1857.

Committee met.

MEMBERS PRESENT:

MICHAEL H. FOLEY, Esquire, in the Chair.

Hon. Mr. MORRISON,
Mr. NILES,
Mr. FRAZER, and
Mr. EPHRAIM COOK.

Examination of *William L. Smart*, Esquire, resumed.

6. You say you have a copy of the Company's Stock Book, can you produce it?—I can, and will produce it on Monday.
7. Can you say from memory what the amount of stock was?—About two hundred and fifty thousand pounds.
8. Who were the subscribers, and what were they down for?—Col. Light was down for £60,000, William S. Light, for £27,000, Robert Newton Light for £27,000, the others were H. C. Barwick, Henry De Blaquiere, D. S. McQueen, Edmund Deeds, Richard C. Elways, and Henry L. Turner.
9. Did they take the balance in equal proportions?—No.
10. Can you state the amount Mr. Barwick took?—He took £27,000, and Mr. DeBlaquiere £27,000.
11. What was the smallest sum taken?—The smallest sum taken was £2,600, but I cannot tell the exact proportions.
12. Was any sum ever paid on the stock?—Not that I am aware of, and the books do not show any ever paid.
13. Who were the directors at the time you became Secretary to the Company?—The Hon. Francis Hincks, Edmund Deeds, Arthur Farmer, Henry De Blaquiere, H. C. Barwick, J. H. Cornell, and Andrew Thompson.
14. What amount of stock had the Hon. Mr. Hincks?—He had £250 worth on which he paid five per cent., and in order to qualify him as a director, Mr. Barwick took £250 more, but nothing was ever paid on that, and the stock was forfeited.
15. When did Mr. Hincks resign his presidency?—The first or second meeting after I entered the Company.
16. Was Mr. Hincks ever called on to pay his stock?—Speaking from memory, no.
17. Why was he never called on?—I never had orders to call on any one to pay stock.
18. Was it ever intended that Mr. Hincks should be called on to pay stock?—I cannot say, but presume it was.
19. Who succeeded Mr. Hincks in the Presidency?—Mr. Arthur Farmer.
20. What stock had he?—I cannot say.

21. Did he pay any stock?—I think he paid £12 10s. or £25, but cannot say which.

22. What has he paid since?—Including first payment he has paid ten per cent., amounting in all to £50. (On recollection, Mr. Smart corrected himself as to Mr. Deeds, who did not become a Director till the 7th of March, 1854.)

23. What stock did he hold?—£500.

24. What was paid on it?—I believe he paid 10 per cent. on all.

25. Was the Board complete after Mr. Deeds being appointed?—I believe not, there was still one vacancy in the Board.

26. Of these six gentlemen who were Directors, were any of them partners in business?—I believe Mr. Farmer, Mr. DeBlaquiere and Mr. Deeds, were or had been partners in lumber business. I omitted to say that Mr. Light was a Director at the resignation of Mr. Hincks.

27. When did Mr. Light cease to be a Director?—In March, 1854, the Board declared his stock forfeited for non-payment of calls, and in the opinion of the Board ceased to be a Director. Mr. Light contested, and claimed his right to be a Director, on payment of calls due, and commenced a suit in Chancery to recover his right, which the Court confirmed on payment of calls due.

28. At whose expense was the suit carried on?—At the expense of the Company.

29. What were the expenses?—I cannot say. On the 5th of June Mr. Light resumed his seat at the Board, but was defeated next day at the annual election.

30. Did any settlement ever take place between Mr. Light and the Company?—No. No claims were ever presented, except about £70 for costs.

31. What money did Col. Light receive?—He received £1,484 for moneys advanced in connection with the obtaining of the original charter, and expenses incident thereto.

Ordered, That twenty copies of the evidence given at each meeting be printed for the members of the Committee.

The Committee then adjourned.

SATURDAY, 9th May, 1857.

Committee met.

MEMBERS PRESENT:

MICHAEL H. FOLEY, Esquire, in the Chair.

Mr. EPHRAIM COOK,

Mr. FRAZER, and

Hon. Mr. MORRISON.

Alex. McClenaghan, Esq., called and examined:

Resides in the Town of Woodstock; is Editor and Proprietor of a newspaper there. His information is derived from the published reports and statements of the agents of the Directors. In 1853 a statement was published by the Directors, in which it was stated that there was subscribed £60,000 of *bona fide* stock which was then available for the purposes of the Road. The statement referred to is the first published one of the Company. That statement was published to induce the Municipalities to grant loans. Can produce the statement, and will. The Municipalities were induced to grant loans under representations made by the Board to the extent of £145,000. The contract was let in the fall of 1853, and his knowledge is derivable from his having been present at a meeting of the Directors when the subject was discussed. The Directors were all present. The contract was, that Mr. Zimmerman was to have the construction of the Road at £10,000 per mile, payable, one third in the bonds of the Company, one third stock, and one third

cash. The contract was so represented to the Municipalities. The contract was changed from a credit to a cash contract. The cash contract was £7,000 per mile. The works proceeded on the terms of the last contract. One of the subjects of complaint at this meeting was that the contract had been changed without the knowledge or consent of the Municipalities. The effect of the change would make a serious difference to them if the line was not intended to go beyond Woodstock and Port Dover, because the amount of the stock and bonds of the Company, with the Municipal loans, was near the amount required to be paid to the contractor, and if the original contract had been adhered to; that money, together with the stock and bonds to be given to the contractor, would have sufficed to complete the Road. It was stated by Mr. Hincks, the President, that if the Road would pay three per cent. the Municipalities would be saved harmless. Of the £60,000 only £2,500, as he understood from the Directors, ever existed. On that amount calls to the extent of ten per cent. were made, and £125 acknowledged by the Company to have been actually paid. At an annual election of the Company held in June, 1854, stock to the amount of £53,000 was voted on by Messrs. Light and others in opposition to the existing Board, and the declaration of the scrutineers was that a larger amount was voted on by the Directors of the previous year, who were thus continued in the direction for the then current year. From that fact he infers that there must then have been upwards of £106,000 stock—how much more he cannot say. The persons elected as Directors at that election were, Mr. Farmer, Mr. DeBlaquiere, Mr. Deedes, Mr. Barwick, Mr. Andrew Thompson, John H. Cornell, and D. S. McQueen, the latter being merely a *locum tenens* for another. The bonds given to the Municipalities by the Company in consideration of their loans, provided that no part of the Municipalities' money should be used until the Company should be prepared with funds to complete the Road. That agreement was not carried out. The money of the Municipalities was used, and no money except that of the Municipalities was ever spent on the Road except the £125, and £12,500 said to have been loaned by the contractor. The Directors stated in the report of February, 1855, that the contractor had loaned the £12,500. Property at Woodstock was bought from Mr. DeBlaquiere while he was a Director for station grounds for the Company. A Committee, consisting of Messrs. Deedes, Barwick, and Thompson, were appointed by the Board to put a value on this land, and report. The value put on this property was £5,000 or £5,500. Mr. DeBlaquiere has been paid that sum. Mr. DeBlaquiere had been the owner of that property for six or eight months; it might be a year. The property was what was called Young's Brick Yard. It contained from four to six acres. The purchase was made while Mr. DeBlaquiere was a Director of the Company. Does not know what Mr. DeBlaquiere paid for this land. The property was situate north of the Great Western; and if used as a depot, the Wookstock and Lake Erie must have crossed the Great Western. About the time of the purchase, there was an application for a charter to construct a road from Woodstock to Stratford, which, if built, the land might have been useful for a depot. That charter was never obtained. Mr. DeBlaquiere retired from the Board of Directors about the 11th of August last. Mr. DeBlaquiere acknowledged to witness in conversation, or allowed him to think, that he had retired for a consideration of £25,000. Mr. Buchanan stated to witness this morning that he gave £25,000 for the control of the road.

[In answer to a question by Mr. DeBlaquiere]—Had heard the Directors say in presence of the Municipal Delegates, that a large amount of stock was originally taken which was never intended to be held. Has never heard the Directors say, nor was it generally understood, that the stock was subscribed to save the charter. The published reports give a certain figure of stock, between £60,000 and £70,000. The charter required £60,000 to be subscribed, and the report set forth that it did exist. The Municipalities preferred giving loans to taking stock, because they were advised by Mr. Hincks and others connected with the road that it would be the

safer course for them, because if the road only paid three per cent. they would be secured under the contract originally entered into with Mr. Zimmerman. Thinks the contract was taken in 1853. Has never seen any contract, but it was generally believed it did exist.

[By Hon. Mr. Morrison.]—Do you know the fact of a contract being entered into for this road, at the rate of £10,000 a-mile, of your own knowledge, in 1853, or any other time?—I never saw such a contract. At a meeting of the Board of Directors with the Delegates of the Municipalities, in 1855, the subject of the £10,000 contract was discussed; and as a reason why it was changed, Mr. DeBlaquiere spoke of the desirability of changing it. He said the intention was to extend the road eastward and westward, and it would be better to change; but he regretted that the change to £7000 per mile had been made without consulting with the Municipalities. Do not know whether the Company purchased property from any other person than Mr. DeBlaquiere at Woodstock. They have bargained for other property, but witness does not know whether the purchase has been completed. Does not know what Mr. DeBlaquiere paid for the property sold by him to the Company. Cannot say whether or not Mr. DeBlaquiere purchased this property with a view to selling it to the Company. A Committee was appointed to ascertain whether the west end of the town was not more eligible for a depot than the east end where this property of Mr. DeBlaquiere lay. The question was submitted to the Chief Engineer of the Company and another Engineer of the Great Western, who reported that the east end was more eligible. This report was published. A former Engineer had previously reported in favor of the west end. This report had reference to the first location. The Chief Engineer referred to was Mr. Benedict. The Engineer who reported favorably of the west end was Mr. Light. It was made about the time of the obtaining of the Charter. Mr. DeBlaquiere gave witness as a reason for his retiring, besides the £25,000, that Mr. Buchanan being likely to secure the Amberstburgh and St. Thomas, it would be for the interest of the Woodstock and Lake Erie and of the Municipalities to be also in his power. Another reason given by Mr. DeBlaquiere for transferring the Road to Mr. Buchanan was, that Mr. Zimmerman, not having treated the Board as he thought he should have treated them, and finding his (DeBlaquiere's) influence over the other members of the Board slipping out of his hands, he thought, that to relieve himself from the unpleasantness of his position, it would be better to retire. Four of the Directors were decidedly in favor of Mr. Buchanan. Mr. Wilson of Woodstock is the owner of one lot, Mr. Walton of another bargained for by the Company.

Adjourned till 10 o'clock, a.m., on Monday.

MONDAY, 11th May, 1857.

Committee met.

MEMBERS PRESENT:

MICHAEL H. FOLEY, Esquire, in the Chair.

MR. FRAZER,

MR. COOK, and

Hon. MR. MORRISON.

The evidence taken at the last meeting of the Committee was read.

Messrs. DeBlaquiere, Smart, Buchanan, McClenaghan. and Hodge were in attendance.

John L. Hodge, Esquire, was examined:—Is an Engineer by profession, and resides at Hamilton; commenced the location of the Woodstock and Lake Erie

Railway in July, 1853, as associate Engineer with Mr. Benedict, who was Chief Engineer. This was before the extended charter was obtained to the Suspension Bridge and St. Thomas. Was, in the Fall of 1853, employed by the Board of Directors to endeavour to obtain from the Township of Norwich a loan to the extent of £50,000; was successful in inducing the Township to grant such loan, and a meeting of the rate-payers was subsequently held to complete and ratify the grant. Mr. DeBlaquiere, one of the Directors, Mr. Smart, the Secretary, Mr. Ball, the Solicitor, and Mr. Cornell, another of the Directors, were present. Mr. DeBlaquiere, during the course of an address then delivered by him to the rate-payers stated, that upwards of £60,000 private stock had been subscribed. This meeting was at Otterville. Mr. Moore, of Norwich, enquired at that meeting why the Stock Books were closed. Mr. DeBlaquiere in reply stated, he thought he, Mr. Moore, had formerly had an opportunity, if he pleased, of becoming a Director, providing he had subscribed the necessary amount of stock. There were in 1854 or 1855 eight shareholders in the Company. In 1854, an Act of Parliament authorizing them to reduce their stock (is not certain as to the date or the exact terms of the alteration, they can be seen by reference to the Act.) In the fall of 1853 an attempt was made by Mr. DeBlaquiere, while he was a Director, to purchase a farm, or part of it, from Mr. Axford, in the neighbourhood of Simcoe, through which the line, as originally located, ran. Mr. James W. Ritchie, of Simcoe, stepped in and became a competitor for the purchase of the same property. Mr. Axford would not sell to either of them. Witness was, after or during the carrying on of this negotiation, ordered to make another survey. This property of Axford's lay on the south west side of the creek that divides Simcoe. He made another survey in pursuance of these directions, and fixed the line on the opposite side of the creek. The line through the Axford property was decidedly the most eligible. Mr. Benedict informed witness that in consequence of this alteration of route, Messrs. DeBlaquiere and Farmer had purchased the Davis Farm, through which the line of the new survey was to run. Mr. Benedict further stated, that it was the first instance he had ever known of a depot being fixed without a consultation with the Chief Engineer and before a line was located. The depot was not fixed on the Davis farm by either witness or Chief Engineer. It was in the absence of Mr. Benedict at the request of the Directors that the second line was run. The second line passed close in the rear of Mr. Campbell's house but on the opposite side of the creek, the property through which it went being at the time of the location Mr. Campbell's. On Mr. Benedict's return, witness and Mr. Benedict consulted together as to where on that property the most suitable place for a depot could be selected. The second line was run before the 28th October, 1853. Witness stated expressly that the level grade in rear of Mr. Campbell's house was the proper place for the depot and where the Town would be best accommodated, and at which point Mr. Benedict and witness then determined to locate it. The purchase of the Davis farm was made by Mr. De Blaquiere conditionally, and with the understanding that if not completed within a given time, a certain sum of money was to be forfeited. The purchase was not completed by Mr. De Blaquiere. Cannot say whether or not the purchase of the Davis farm would have been completed by Mr. De Blaquiere if the depot had been fixed there. The line of road could have been constructed cheaper and more decidedly for the interests of the Town and the Company through the Axford farm, than where it was afterwards fixed. Has no reason to say decidedly that the road would have run through the Axford farm if Mr. De Blaquiere had completed the purchase of it, any further than that that line would have been decidedly the most beneficial line for the interests of the Company, and even at the present time, provided the Southern Road passes through Simcoe, it would be profitable to abandon the work already done through the Town and locate the line across the Axford property. Four of the Directors of the Company formed a quorum. Remembers the letting of the

contract in the Fall of 1853 or Spring of 1854. Does not think that the letting was publicly advertised in the newspapers. Is only aware of the three Tenders being put in, viz: Valentine Hall & Co., Zimmerman & Co., and Ray and others, of Hamilton. Witness made an estimate of the value of the work to be done for Hall & Co. This estimate affording, as witness conceived, a fair profit amounting to £6,783 per mile. Mr. Hall and Mr. John Barwick, (a brother of one of the Directors) who was in connection with Hall, on the advice of Mr. De Blaquiere, raised their price at the time of letting. They had shewn their tender to Mr. De Blaquiere before the letting. Hall and Barwick had been assured by Mr. Hincks that they would obtain the contract. They did not obtain it. It was given to Zimmerman & Co. Cannot state why it was given. Believes it was given in consequence of Hall & Co. raising the price of their contract on the advice of Mr. De Blaquiere, that they lost it. Has no personal knowledge of any sum of money or other consideration having been given by Zimmerman & Co. to any of the Directors to obtain the contract. Has seen it stated in newspapers published at Woodstock, that such consideration was given. Was not employed by any of the Directors nor by any other person to induce the Reeve of Windham, for a pecuniary consideration, to negotiate respecting the loan to be given by that Township. Alexander McBean, a sub-contractor on the line, was so employed by John W. Dunkley, the Managing Clerk of the Contractors. The facts are these; Mr. Hunt, the Reeve aforesaid, had scruples affecting his mind about giving up the order of the Treasurer of the Township to the Secretary of the Company for the amount of the loan voted by the Township to the Company. To remove those scruples, and to induce Mr. Hunt to give up this order, a douceur of \$1000 (less \$100 retained by Mr. McBean, for his own personal services in the transaction) was paid quietly to Mr. Hunt. Five hundred dollars was first enclosed to Mr. Hunt, in an envelope which was delivered to him by Mr. McBean, and within 15 or 20 minutes, witness believes that the Secretary of the Company had the order from the Reeve in his possession. Mr. McBean informed witness that afterwards when the balance of \$500 was to be paid to Mr. Hunt, he (McBean) retained \$100 for his own services in the transaction. Does not think that the officers of the Company or the Directors were aware of this transaction. At a meeting held at Amherstburgh on the 7th of August last, two rival Boards for the Amherstburgh and St. Thomas line were elected. A dispute arose as to which was legally elected. One of these Boards was elected on the interest of Mr. Zimmerman—the other in that of Mr. Buchanan. Returning from Amherstburgh next day, Mr. Van Voorhis suggested to witness, as a friend of Buchanan, that the control of the Southern line could be effected by obtaining the control of the Woodstock and Lake Erie and its extensions, and that for a consideration a sufficient number of the members of the Woodstock and Lake Erie Board of Directors could be induced to retire, and thus give Mr. Buchanan the control of the Charters of that Road. Witness communicated with Mr. Buchanan, and informed him of what had been stated by Mr. Van Voorhis. Mr. Buchanan entertained the proposition, and concluded that the sum necessary to effect the object was £25,000. Witness is not aware of the precise sum paid, nor when, nor how it was paid, but saw a letter from Mr. Buchanan, some time afterwards, requesting Mr. DeBlaquiere, as he, Mr. DeBlaquiere, had not co-operated with Mr. Buchanan to the extent agreed upon, to refund the money. Messrs. Farmer, DeBlaquiere and McQueen retired to give place to Buchanan's nominees. Mr. Deeds was not in the Province at the time, and Mr. McQueen was Director in his place. Mr. Deeds could not have been aware of this transaction, as he was absent in England, and had been for some weeks previously. Has no doubt that £25,000 was paid by Buchanan to DeBlaquiere. Has no knowledge as to whether or not either of the other Directors shared in the amount. The expenses of making the location was about £400 per month, while under construction about £300. As far as the accounts go they show that but £125 was paid up. There was no other moneys used for the purposes of the Road

than those of the Municipalities and the interest accruing on them. Will produce the Secretary's balance sheet, which will show the receipts and expenditures, and the sources from which the moneys made use of were derived. The cost of construction taken from the prices paid to sub-contractors, of the whole work, as nearly as witness could collect, having ascertained the prices paid to four sub-contractors out of five, by the contractors, on the 31st October, 1854, when the works were temporarily suspended, amounted to about £32,500, while the sum estimated to Zimmerman & Co., the contractors, was over £87,000. Witness knows of no schedule of prices attached to contract to govern monthly estimates, as is usually the case. Witness merely collected the actual monthly accounts of work made by their resident engineer, and handed the same to the chief engineer monthly. There never were any estimate books in the engineer department, where the usual form of item prices being allotted to the estimated quantities of work done, but only a book where at the close of each month the estimate was rendered and certified by the Chief Engineer, as so many miles or portions of miles of road executed at so much per mile. Witness does not know Mr. Zimmerman's legitimate profits, could not have come to anything like the difference between £32,500 and £87,000, the amount estimated in October, 1854. Does not know whether or not the Directors were aware that in October, 1854, the actual amount of work done was only £32,500.

The Committee adjourned till 10 o'clock, A. M., tomorrow.

TUESDAY, 12th May, 1857.

Committee met.

MEMBERS PRESENT :

MICHAEL H. FOLEY, ESQUIRE, in the Chair.
Mr. Frazer.
Mr. Ephraim Cook,
Hon. Mr. Morrison,
Mr. Christie.

The several witnesses were in attendance.

Mr. *Hodge* produced balance sheet of receipt and expenditure of the Woodstock and Lake Erie Railway and Harbour Company, and his examination being resumed, witness stated that his salary was £500 per annum. Mr. Benedict's salary was £750 and travelling expenses. Witness had a certain description of travelling expenses. The claims to right of way were decided on the judgment of parties employed. Is not aware of many arbitrations. Claims were settled both privately and by arbitration. Witness considers that twenty-five per cent. is a very good profit on a first class cash contract.

[Cross-examined by Mr. DeBlaquiere.]

Is not aware that two contracts were let, but knows that a plan of a credit contract was changed to a cash contract. Is not aware that the credit contract was signed, sealed and delivered, but knows there was a change. Will produce in writing Mr. Benedict's statement referred to yesterday respecting the purchase of Davis' farm by Mr. Farmer for himself and Mr. DeBlaquiere. Witness' impression was, that the change of route from the Axford property to the Davis farm was occasioned by Messrs. Farmer and DeBlaquiere not being able to purchase the former. The depot was never fixed on the Davis farm at the period referred

to. Is not aware whether the Directors themselves had fixed upon the depot. Stated yesterday that Mr. Benedict had said that it was the first instance he had ever known of a depot being fixed without consulting the Chief Engineer before the line was located. The impression from what witness has since seen and ascertained is, that Messrs. Farmer and DeBlaquiere intended to make a speculation out of the fixing of the depot. There was a new line run, and afterwards a third line. The third line was run at a time when there was but little prospect of the Directors coming to an agreement with Mr. Ritchie, who had purchased, after the second line was run, the property through which it went, from Mr. Campbell the owner. With reference to the above mentioned writing from Mr. Benedict, witness desires further to state that feeling annoyed at the contents of this letter from Mr. Benedict, and on its receipt, he, witness, took the earliest opportunity of shewing it to Mr. DeBlaquiere and asking him verbally if ever witness had induced him to purchase the Davis property. Mr. DeBlaquiere said that Mr. Farmer was foolish, that he, Mr. DeBlaquiere would put the matter all right. Pursued the same course with Mr. Barwick that morning. He was of the impression from Mr. Benedict's letter that it was supposed he now had fixed the depot and he wished to set himself right. Made the estimate referred to in his evidence of yesterday as Mr. Hall's Engineer. Was in the employ of the Company at that time. There is nothing improper in an Engineer making out an estimate for a person under such circumstances. Cannot tell from recollection what was included in Mr. Hall's estimate. Interest, engineering, and right of way were included. Mr. Hall took his figures to Mr. DeBlaquiere, and Mr. DeBlaquiere advised him to raise his prices. The plans and specifications were, from the approximate estimate, a plan improperly adopted in this country. Witness judges of the estimate which ought to be put in, because he considered himself as shrewd as other Engineers, and because he had equal facilities with others by having access to the plans of the Company. If Hall and Co., had used the terms "according to the plans and specifications to be furnished" it would include right of way and other things—specifications of the manner of constructing the work. Mr. Hall's tender was for just the same work tendered for by Mr. Zimmerman. The terms vary in different specifications. Has seen the formal offer of Hall and Co. He gave them an estimate at so much per mile. That was to include right of way, fencing, superstructure, station grounds, rolling stock,—does not know about Engineering expenses, and he thinks certain contingencies and one year's interest. From what witness has heard of the other tenders, which he never saw, and from what he knows of Mr. Hall's, he considers Hall's the most preferable. Does not remember the terms as to payment of Hall's contract. Would rather say nothing of either tenders until the books are produced.

[Cross-examined by Mr. Smart.]

There is a plan which Mr. Ritchie has of the property through which the line runs at Simcoe, which if produced will show a certain portion marked off upon it for depot grounds. This plan is not one of the Company's but got up by Mr. Ritchie himself after consultation with witness and Mr. Benedict. Met Mr. Smart with Mr. Benedict on one occasion at Simcoe. Has no belief as to whether or not a schedule of prices was attached to the contract. Has never seen the contract. He believes that if a schedule of prices were attached to the contract it would have been furnished to him by the Chief Engineer to enable him to make up or adopt a plan for making the monthly estimate. Mr. Benedict kept in his desk a plan for making up monthly estimates, to which witness had no access. Saw it once while Mr. Benedict was using it. Never asked for the schedule of prices attached to the contract.

[Cross-examined by Hon. Mr. Morrison.]

Never informed any of the Directors that he suspected the estimates were improperly made up. The estimates were improperly made up. Did not inform the Directors because he did not consider it etiquette to interfere with the duties of the Chief Engineer. Would not say that the estimates were made by the Chief Engineer in a dishonest, but in an improper manner. Witness looked for his salary to the funds of the Company. Felt that he had a duty to perform to Mr. Benedict as well as to the Company. His duty to the Company was to attend to the work on the line. Was not in a position to meet with them at the Board. Never was requested to do so. Never intimated to the Company or any of the Directors, that their interests were not looked after by the Chief Engineer. To the best of his recollection never intimated to the Chief Engineer himself. Presumed it would be impertinent. Never intimated, to the best of his recollection, to any person that the Chief Engineer did not look after the interests of the Company.

[By Mr. McClenaghan.]—Did Mr. Benedict, at any time in your hearing, or in conversation with you, in reference to the affairs of the Company, describe them as a swindle from first to last?—On one occasion, while talking over the affairs of the Company, (more than two years ago,) in a casual manner said, "It was a swindle anyway." The allusion was in reference to the conduct of the Directors. Witness thinks he must have mentioned this conversation to some person at or about the time of its taking place. Witness coincided in the opinion then expressed by Mr. Benedict. Had no interest in Mr. Hall's contract. Made out his tender for him. Expected no interest in the contract. Mr. Hall's partners were Mr. Arnold, Mr. Morton, John Barwick, and Charles DeBlaquiere. This he had from Mr. Hall. Interested himself in making up Hall's contract because he was an old friend. Had no other interest whatever. Knew only of the amount of four sub-contractors. Estimated the fifth from the other four. Those amounts did not include engineering, nor anything else except the actual work of construction done by the sub-contractors. Made out this estimate with a view of discovering whether or not Mr. Zimmerman was not over-paid. It was made at no one's instance. Made this estimate immediately after the works were suspended, for the first time, &c., for his own satisfaction. Mr. Van Voorhis was a sub-contractor. Cannot tell exactly what he received. The others were Smith & Co., Alexander McBain, and one party who went away. Corrected his evidence of yesterday by saying three out of four contractors, instead of four out of five. Has a memorandum of how he made up the estimate. Cannot recollect now the exact amount of either sub-contractor's work. Can produce his calculations showing how the estimate was made up. Took the amount paid three contractors, and by that knows the average amount of work done, thereby arriving at the whole amount. When witness says the prices paid, he means the prices to be paid by Mr. Zimmerman. Will be glad to show to the Committee the means by which he arrived at his estimate. Recollects now that the fifth sub-contractor was for the bridges. Messrs. Bradley and Jenkins were the sub-contractors for the bridges. Can and will furnish the estimate made for the bridging. Cannot now speak from recollection as to the amount. It is a long time since he left the service of the Company, and owing to that circumstance and the dispersion of the Contractors, he has not now the same facilities for making his estimate. Has the data at his office on which the estimate is furnished.

The Committee then adjourned.

WEDNESDAY, May 13th, 1857.

Committee met.

MEMBERS PRESENT :

MICHAEL H. FOLEY, Esq., in the Chair ;
 Mr. EPHRAIM COOK,
 Mr. FRAZER,
 Mr. CHRISTIE,
 Mr. SOUTHWICK, and
 Hon. Mr. MORRISON.

The several witnesses were in attendance.

The evidence of yesterday was read and approved.

The Committee deliberated.

Adjourned till to-morrow, at 10 o'clock a. m.

THURSDAY, May 14th, 1857.

Committee met.

MEMBERS PRESENT :

MICHAEL H. FOLEY, Esq., in the Chair ;
 Mr. SOUTHWICK,
 Mr. EPHRAIM COOK,
 Mr. FRAZER, and
 Mr. CHRISTIE.

John Barwick, Esquire, examined:—Resides at Woodstock. Remembers the letting of the Woodstock and Lake Erie Railway in the fall of 1853. Is not aware of the letting being advertised for in the newspapers. The way witness became informed of the letting was, that he was associated with Valentine Hall, and from him he learned that tenders were to be sent in by a certain day. Hall never informed witness how he knew that a letting was to take place; thinks it was generally known that a letting was to have taken place at the time of it. Witness's firm put in a tender. Mr. Hall and witness prepared a tender for the purpose of offering it, of which witness had a memorandum. This memorandum witness showed to Mr. DeBlaquiere before putting in the tender. This memorandum contained a statement of the prices mentioned in the tender. On shewing it to Mr. DeBlaquiere he remarked that he thought the prices were low, and further, that he thought there was likely to be difficulty on account of the tightness of the money market. After this conversation witness went to Mr. Hall and related to him the substance of it, and they concluded that it was advisable to increase the prices in their tender. His impression is that the first tender was £7,000 per mile cash; cannot state positively; or £7,300 on certain conditions mentioned in the contract. Did increase the price he thinks to £7,300 cash, or £7,600 on certain other conditions. This tender was put in. This change of tenders was made in consequence of the conversation with Mr. DeBlaquiere above referred to. Witness's tender was not accepted: Mr. Zimmerman's was. Witness's Company was composed of Mr. Hall, Mr. Morton, of Kingston, Mr. John Arnold, Junior, of Toronto, Mr. Charles DeBlaquiere and witness. Cannot state what contract, witness's or Zimmerman's, was most advantageous for the Company. Witness believes that his Company had the ability to fulfil the contract if they had obtained it. Witness can only say that he felt disappointed. Would not like to say that he had been either wronged or deceived; disappointed is the word; he thinks it sufficiently conveys his meaning. After this witness received the appointment of arbitrator from the Company. The emoluments of this situation were left to be fixed by witness and the arbitrators who should be associated with him in each case. Thinks that the average remun-

neration would be £1 5s. per day. Had about ten arbitrations: does not think they exceeded that. Cannot tell how there came to be so few. Believes Mr. Ball, the solicitor, negotiated with most of the parties, doing it privately. Knows the property called Young's Brick Yard. Knows nothing respecting it except what he saw in the public prints. Has known it for 19 or 20 years. Cannot speak as to the value of the property. Has nothing further to state.

[*In answer to Mr. DeBlaquiere:*] Witness fully hoped to get the contract, and not getting it was disappointed.

[*By Mr. McClenaghan.*] Did Mr. Hall not inform you that overtures had been made by Mr. Zimmerman to induce Mr. Hall to refrain from putting in a tender, and that if he would do so he should have a position on the line?—Mr. Hall did mention that overtures had been made to him by Mr. Zimmerman, which if he had acceded to something advantageous in the shape of a contract or sub-contract would be given to him.

[*Witness then withdrew.*]

Rev. W. H. Landon, examined:—Resides at Woodstock, is Clerk of the County Council of Oxford. The Woodstock and Lake Erie Company was chartered several years ago, but the charter remained dormant till about 1852. About that time witness became associated with parties who were endeavouring to revive it. They succeeded in interesting the feelings of influential individuals in the vicinity, and in obtaining the aid of nearly all the Municipalities through which the line to Dover was to pass. Witness took an active part in inducing the Municipalities to grant aid to the work, but cannot say whether or not he considered himself or was considered by others an agent of the Company. Engaged in the work from a sincere desire to see what he considered an important improvement completed. In all his representations to the Municipalities, and at public meetings, and to individuals, acted in the most simple good faith, and always believed those representations to be true; thinks it probable that some of those Municipalities were influenced by those representations to decide on making the grants they did. Nevertheless some of those representations turned out to be false. As an instance he represented that if the road should pay only two per cent. of its costs of working expenses, the Municipalities would be secure in their loans, because those loans were only to reach one-third the expense of the cost of the road. Also represented to them that no part of the moneys advanced by the Municipalities except a small amount for surveys and preliminary expenses would be expended until the means of completing the whole work was in the hands of the contractors; also represented repeatedly, that a contract had been taken under which the contractor bound himself to supply two-thirds of the money necessary to construct and equip the road, for which he was to be secured by the Company's bonds for one-half and stock in the road for the remainder. Thus it was made to appear that the Municipalities could secure the construction of the road and its equipment by advancing by way of loan an amount of money equal to one-third its cost, and that this loan would be secured by first mortgage on the road and its rolling stock. As a further inducement he also after the re-organization of the Board, (that is when Mr. Farmer became President, and Mr. DeBlaquiere a member,) represented that the position, character, and standing of the several members of the Board, supplied the public with the best guarantee for the faithful and honorable discharge of its affairs. There were connected with the Board several persons then holding high positions—high in social rank; they were represented as having a character of their own to sustain, and as also being responsible to their friends, many of whom also occupied exalted positions. Through these representations many persons were induced to support the scheme who were otherwise averse to it. Thinks it probable that representations were made that a certain amount of stock had been *bona-fide* subscribed, but witness never dwelt on that fact as an inducement to the Municipalities, not placing much reliance

on it himself. Has received money from the Company towards remuneration for his services; the payments were very small sums, but cannot recollect the amount. Remembers to the best of his recollection receiving at three different times cheques of £25 each, another time a cheque for £25 or £50; is not sure but that in addition small payments of £2 or £3 have been made for horse hire and other similar disbursements; do not know that he was in the service of the Company. His labor commenced in 1852 and continued till recently. By saying this he does not know whether he was in the service of the Company: he means he had no permanent engagement. His instructions generally came from one or more of the Directors: generally from either Mr. DeBlaquiere or Mr. Barwick. His primary employment was the obtainment of these moneys from the Municipalities. The representations made by witness to the Municipalities, were made on the faith of assurances given him by, and in pursuance of instructions from, individual members of the Board of Directors. Nearly every one of these representations, or the greater part of them, turned out to be unfounded. Never suspected that the most essential of these statements were unfounded until after the stoppage of the works. Presumes that he received his information conveyed to the Municipalities, respecting the terms of the contract which he has described, from all the Directors. Has heard some of the Directors state publicly, at a public meeting of the rate-payers, that such were the terms of the contract. The first information witness got of the contract being changed, was about the time of the suppression of the works. The information of this change excited very great surprise in his mind. Never had any conversation with the Directors on the subject. Has heard a Director (Mr. DeBlaquiere) remark that he regretted the Municipalities had not been consulted before the change was made. Has not publicly taken any steps since discovering that his statements were unfounded, to convince them of his own good faith. He had been long acquainted in the section of country interested, and was satisfied that those who knew him would not attribute any intentional wrong or misrepresentation to him. Has no knowledge of the circumstances connected with the letting. Had a conversation with Mr. DeBlaquiere shortly after the accession of the Buchanan nominees to the Board, in the room of Mr. DeBlaquiere and his retiring colleagues. Mr. DeBlaquiere simply informed him that the Board had changed; that himself and others had retired, and Mr. Buchanan and some of his friends had succeeded him; that the prospects of the Road had greatly improved by this change; and it was now certain of being constructed within a reasonable time, including the Woodstock and Dover line. The Young brick yard might be worth £100 to £400 per acre. Cannot say what it was worth when sold to Mr. DeBlaquiere. Thinks the land was purchased by Mr. DeBlaquiere from Mr. Birch in 1852 or 1853. On recollection, thinks it must have been later. Drew some of the writings; believes the prices stated in them are the true prices; but does not say that more was not paid.

[*Witness then withdrew.*]

William Gray, Esquire, examined:— Resides in Woodstock and was the late Reeve of the Town. In 1852 was a Town Councillor. Was consulted with in connection with others of the Council on the subject of the Woodstock and Lake Erie Railway. Was solicited by Mr. Barwick, Mr. DeBlaquiere and others of the Directors to assist in carrying on the operations of the road. They represented the advantages of the road to the Municipalities if means could be obtained for carrying it out, but as the Charter was about expiring for want of funds, it was suggested to propose a scheme to the Municipalities, and ask aid from them in carrying it out. The scheme was this: if one third, in the shape of Municipal aid could be obtained, one third of the bonds of the Company might be sold, and one third taken in stock by the Contractors. This was the scheme proposed to the Municipalities, and which influenced them to grant the aid which they did.

Witness was appointed a Commissioner by the Directors to aid and assist in carrying out the scheme. Waited on the different Municipalities and represented the scheme, describing the parties who had control of it as gentlemen of high standing and wealth, some of them holding a responsible position; also stated that bonds would be given to the Municipalities which would secure them against any possible loss. Mentions bonds because there were to be two descriptions of bonds. The one bond provided that no part of the Municipal money should be expended till the whole amount necessary for the construction of the road was obtained, excepting a small sum for preliminary expenses. The other bond provided for their security by giving them the first loan on the road. Also stated to the Municipalities that if the road paid two per cent. the Municipalities would be secured. Has heard Mr. Landon give his testimony. Witness made the same representations to the Municipalities as Mr. Landon describes himself to have made. Made those representations on the authority of the Directors. They were aware of his making those representations, and approved of his doing so. Mr. DeBlaquiere and others of the Directors informed witness that the contract had been let agreeably with these representations. These representations turned out to be unfounded; witness heard that the contract had afterwards been changed without the knowledge or consent of the Municipalities, and from his own personal knowledge he can state that such was the fact as far as the Municipality of Woodstock was concerned. Witness was surprised to find that the contract had been thus changed, and a knowledge of this fact occasioned much excitement and annoyance in the Municipalities. Complained to the Directors and told Mr DeBlaquiere that it was a breach of faith. There was a public meeting shortly after, at which Mr. DeBlaquiere said he was sorry that it had been done, but an extended charter was to be applied for, and when it was obtained there would be sufficient means found to go on and complete the work. Ever since the work has been a source of trouble and vexation to the Municipalities, and the opinion prevails that through those means the charter and road will be lost; thinks that more than one of the Municipalities has confidence in Mr. Buchanan and some of the other Directors; mentioned to the Municipalities that there was stock taken, but does not think that that was an inducement to them to grant loans, because it was well known that some of the parties subscribing for that stock had merely done so to save the charter; mentioned to some of the Reeves that so soon as other stock was subscribed the parties holding the stock would transfer it to others; knows nothing of the personal or pecuniary considerations connected with the change of the contract; knows the Young brick-yard spoken, it was of very small value in 1852, should say, to the best of his judgment, it was worth from £40 to £50 per acre, and that was before the rise of property, and his opinion is as to the value of the land without any improvements; at the time of Mr. DeBlaquiere's purchase, thinks there were an old frame dwelling house and outhouses on the land; there were no improvements made between the time of his purchase and the time of the sale to the Company; does not know when he made the purchase; has no personal knowledge nor information derived from the parties interested, as to the alleged pecuniary consideration given by Buchanan to DeBlaquiere; there never was, that he is aware of, any moneys other than the moneys of the Municipalities raised by the Directors of the Company for the purposes of the Road excepting one or two hundred pounds. From all witness knows of the affairs of the Company he should say they were mismanaged; for the services rendered by witness he has never received any moneys, excepting four or five dollars for the hire of a horse and buggy.

[In answer to Mr. DeBlaquiere.]

In speaking of the mismanagement of the Company he has special but not exclusive reference to the breach of faith which led to all the subsequent difficulties; does not remember any meeting at which a detailed statement of the affairs

of the Company was made; remembers sales of lands made by Mr. Hatch, in 1854; does not remember the prices, they ranged from two to six and seven dollars a foot and upwards.

[In answer to Mr. McClenaghan.]

Remembers on his return from the mission to the Municipalities a report being presented by the Directors; knows the statements made in that report were untrue; can produce a copy of that report; that report stated that there was £60,000 stock in the hands of responsible and reliable parties. Remembers of a proposition made by Mr. Zimmerman to purchase a part of the road. The only safety for the interests of the Town of Woodstock, with regard to this proposition, was in the Directors; the Directors had an interest in protecting Woodstock; could not say that he had confidence in them but the contrary. Recollects a proposition of Mr. Zimmerman to take the whole road and give the Municipalities bonds on the Southern Road for £75,000; a meeting was held at Woodstock to consider the proposition and its decision was favorable to it. It was said that that decision was obtained through the influence of Mr. DeBlaquiere, but does not remember whether or not he spoke for or against it; witness opposed it; considered it a sacrifice of the interests of the Municipalities.

[In answer to Mr. DeBlaquiere.]

The report he refers to was made after the Municipalities were first solicited for aid.

The Committee then adjourned.

FRIDAY, 15th May, 1857.

Committee met.

MEMBERS PRESENT:

MICHAEL H. FOLEY, Esq., in the Chair:

MR. EPHRAIM COOK,

MR. FRAZER,

MR. CHRISTIE,

MR. SOUTHWICK.

THE evidence of yesterday was read.

Mr. *William Gray*, cross-examined by Mr. *W. L. Smart*, Secretary to the Company.

Do you consider that the private speculations, over which the Company had no command, along the line of road, were prejudicial to the road generally?—I believe the conduct of private speculators along the road has had an influence with regard to the arrangements that might have been made between the Company and Municipalities, and the parties desiring to have the control of the road. I believe the Municipalities had to make larger sacrifices than they would otherwise have done; that if it had not been these influences the Municipalities would have disposed of their interest in the Board at par.

Did you obtain reports alluded to by Mr. McClenaghan yesterday from the printer's office, and did you leave Woodstock for Walsingham intending to distribute them through the Municipalities?—Yes.

Did you distribute them, and if not, why?—I did not distribute them, because in reading them over, I found they contained nonsense and falsehood.

When you met Mr. DeBlaquiere did you point out these errors to him, and what did he say?—I showed the reports to Mr. DeBlaquiere;—pointed out to him wherein they were untrue, and he quite agreed.

From this conversation did you infer, that he was a party to this Report, and knew what was contained in it until you showed him it?—From this Report I did not think he was a party to it, but that it was the first time he had seen it. It was signed by Col. Light, as President, and N. N. Light, as Secretary.

[By Mr. Ephraim Cook.] Did you consider there was any extravagance in the expenditure of the Municipal Loans?—I believe there was extravagance on the part of the Directors in the purchase of station, and salary of officers.

What influence did Mr. DeBlaquiere bring to bear on the people of Woodstock to induce them to accept Mr. Zimmerman's first proposal?—I could not say from my own knowledge that Mr. DeBlaquiere used any influence on Mr. Landon, but he (Landon) and two or three others were the cause of it. I understood that Mr. Landon was the paid agent of the Company, and such was generally understood.

Did you ever receive any money other than the \$5 or \$6 mentioned yesterday either directly or indirectly?—I never did to my knowledge.

From what you know of Landon's services, do you think the sums mentioned by him in his evidence of yesterday as having been received by him were sufficient remuneration?—For the services rendered by Mr. Landon I consider the sums mentioned by him yesterday, as received by him, were more than sufficient remuneration—he might have rendered services I knew nothing of.

(At this stage of the proceedings, application was made by Mr. Smart, on behalf of the Woodstock and Lake Erie Company to adjourn until to-morrow; which, being submitted to the decision of the Committee was unanimously refused. Mr. Smart made a further application, that the Company be heard by Counsel before the Committee, which application was also on the like submission unanimously refused.)

Isaac Buchanan, Esq., examined:—Resides in Hamilton, and is a Director of the Woodstock and Lake Erie Railway and Harbor Company. In July last became connected with the Amherstburgh and St. Thomas Railway Company, in order to offer the stock of that Company to the shareholders of the Great Western Railway Company. The value of that charter consisted in securing the extension comprised in the Woodstock and Lake Erie to the East, at the Suspension Bridge, and witness made an arrangement, that on condition of his being shown on the 7th of August, at the election of Directors of the St. Thomas and Amherstburgh Company at Amherstburgh, to be in possession of the west of St. Thomas,—the eastern line should not be given to Mr. Zimmerman. Mr. Zimmerman was to be allowed to control the line east of St. Thomas, if he succeeded in getting the control of the Amherstburgh and St. Thomas. In these circumstances a proposal was made to witness by Mr. J. B. Van Voorhis, or Mr. John L. Hodge. Witness cannot remember which first spoke to him, but the proposition, which was afterwards in writing, was signed by Van Voorhis, and witnessed by Hodge. The object of the proposition was as witness has stated above, and had in view, especially to make sure that the money advanced by the Municipalities would retain any security, which could arise from the Woodstock and Lake Erie Railway being found associated under any circumstances with the through line. The proposition was as follows, in writing:

Proposition of J. B. Van Voorhis to Isaac Buchanan:

“That Mr. Buchanan, on getting unquestioned possession of the Amherstburgh and St. Thomas Railroad, say before 14th August, shall be prepared to pay one hundred thousand dollars in cash, besides the small sums paid up on the private stock of the Woodstock and Lake Erie Road in consideration of the following: The whole shares held in the Woodstock and Lake Erie Railway will be transferred into the names of such persons as Mr. Buchanan may point out, and such persons as Mr. Buchanan may nominate will be appointed Directors of said Company; and if Mr. Buchanan insists on it, we are also to furnish him with undertakings by the

“various Municipal bodies who hold the Company’s bonds, to the effect that they will agree not to convert these bonds into shares, but will within six months be prepared to receive cash for them at par, or at any time hereafter to exchange them for bonds of the Great Southern Railway. “Hamilton, 5th August, 1857.

(Signed,)

“J. B. VAN VOORHIS.”

“JOHN L. HODGE, Witness.

Witness’s reply in writing was as follows:

“HAMILTON, 5th August, 1857.

“J. B. Van Voorhis, Esq.,

“SIR,—On behalf of yourself and friends interested in the shares connected with the Woodstock and Lake Erie Railway and Harbour Company, whose Charter I am at present striving to get control of, I promise you on my arriving at the control of the direction of the Amherstburgh and St. Thomas Railway, which I promise to do upon the seventh current, to pay over to such parties as do give me the control of the Woodstock and Lake Erie Railway and Harbour Company, the sum of £25,000 currency. The details of this agreement are in a paper headed ‘Proposition by J. B. Van Voorhis to Isaac Buchanan.’

“I am, Sir,

“Your obedient servant,

(Signed,)

“ISAAC BUCHANAN.”

Witness desired to control the Woodstock and Lake Erie Railway, for the *bona fide* purposes of enabling the Great Western Railway to subscribe the whole stock, namely, one million of pounds currency; and the parties with whom he negotiated were prepared to do so, on his paying as he did, in the case of the Amherstburgh and St. Thomas, the first instalment of £100,000. He found, however, that it would be safer for him to take over to himself the power of allocating these shares than to allow the then present holders of the stock to subscribe the same. Since consummating the arrangement at Amherstburgh, a circumstance in London, England, connected with some Bills of Exchange, drawn by the Great Western Railway, in payment of station grounds on the Sarnia branch, had shown some little appearance of the rise of an opposition party within the Great Western Railway, and it was a great object with witness to contract his responsibility to the smallest sum he could. The arrangement contained in the proposition of Mr. Van Voorhis was carried out, and the whole £25,000 paid over by witness to Mr. Henry DeBlaquiere, although the shares transferred to witness were only those already subscribed, belonging to the parties for whom Mr. Van Voorhis acted, being eighty shares, or £2,000 on which there was paid but £200. Witness now found, for the first time, that Van Voorhis was not himself a shareholder, but the parties who transferred the stock to witness, pursuant to the aforesaid proposition, were Mr. Edmund Deeds, D. S. McQueen, Judge of the County Court of Oxford; J. G. Vansittart, Arthur Farmer, W. L. Smart, and Henry DeBlaquiere; witness was not aware till the time of the transfer, who the parties were, or whether he was in communication with any Director of the Company. He knew that the parties communicating with him must have spoken to three out of seven of the Directors, so far as to get their consent to retire from the Board. There were in the Board already a majority, or four out of the seven, friends of witness, whom he could trust as trustees for the Great Western Railway, namely, Andrew Thompson, J. G. Wilson, J. H. Cornell, and Hugh C. Barwick, but witness insisted that every Director should be made agreeable to witness, and declined the negotiation on any other footing. Has no sources of knowing who shared the

£25,000 with De Blaquiere. Has heard that Hugh C. Barwick, Mr. Deedes, and Judge McQueen, knew nothing particularly of the negociation and received no share. This is mere hearsay. Who got it, he don't know. He paid the amount to DeBlaquiere. This transaction, nor none of the circumstances connected with it, were mentioned on the Books nor at the Board. Merely knew Judge McQueen and Mr. Farmer very slightly, and had never seen DeBlaquiere, to his knowledge, until the time of the closing of the negociation, or at the earliest on 7th August. The other Directors, namely, J. G. Wilson, Andrew Thompson, J. H. Cornell, and Hugh C. Barwick, did not sell their shares, and neither asked nor received any premium thereon. They received no consideration of any kind for assistance given to witness in carrying out his plans. After the arrangement with DeBlaquiere was completed, the Directors of the W. & L. E. Company, of which witness was then President, issued a circular to the Municipalities, of which he believes the following to be a copy :

CIRCULAR

By the President and Directors to the Municipal Councils.

W. & L. E. R. & H. Co., Woodstock,
Woodstock, Aug. 11, 1856.

SIR,—We have to intimate to your Municipality the reconstruction of this Board, and we are happy to inform you that the W. & L. E. R. & H. Co. being placed in a solvent position, is prepared, independently of the assistance contemplated by the late Act, to pay all the interest due on the Company's Bonds to your Municipality, and all the Company's other debts at once.

We take the earliest opportunity of making known to you the altered circumstances of this Corporation, that you may at once disallow the By-law which you have published, as now unnecessary.

And, we may mention, that we have no doubt that the capitalists of England who now control the stock, will enable us to proceed at an early day with the work on the line from Woodstock to Port Dover, as well as the whole Great South Western Railway from Amherstburgh to the Suspension Bridge, which is now also controlled by them.

We are,

Yours respectfully,

ISAAC BUCHANAN, *President.*

HUGH C. BARWICK, *Vice President.*

ANDREW THOMPSON,)

JOHN H. CORNELL,)

J. G. WILSON,)

ANDREW SMITH,)

GILBERT MOORE,)

Directors.

The By-law referred to in this circular was one which was before the rate-payers and had been adopted by the several Municipal Councils interested, in pursuance of the Act of last session for transferring the road to Miles O'Reilly, according to an agreement attached to said Act. The reason for refusing to accept the aid from the Municipalities was, that the experience of the Great Western Railway had been against any advantage arising from allowing any of the Municipalities to interfere in the direction of the Company, so that it seemed an object for witness and those acting with him, not to lay themselves under any obligations to the Municipalities. These By-laws were all withdrawn or become inoperative in consequence of this circular. The interest of the Municipalities, due up to 1st of

January, 1856, was paid, amounting to £11,600. That is all the interest that was paid. The other promises made in this circular were not fulfilled. J. B. Smith, Esq., M. Q. P., the London Chairman of the Great Western Railway, had three or four years before originated the idea of building a second track for the Great Western on the Southern charters, and he (Smith) wrote to the Vice-President in Canada immediately on hearing that witness had succeeded in securing the Western charter, expressing his own thanks, and assuring witness, and those acting with him, that when the London Board should meet on the following Tuesday they would receive a vote of thanks and approval of what witness had done, which would in due time be confirmed at a meeting of the shareholders. In the meantime, however, Mr. Brydges the Canadian Managing Director of the Great Western, had taken sides with Mr. Zimmerman, who was opposing witness. Mr. Brydges had written to London impugning the motives of witness and Vice-President. Mr. Radcliffe, who was acting with witness, as well as those of all the other Canadian Directors who were all acting with witness, as far as they legally could as Directors, namely the Mayor of Hamilton, Henry McKinstry, and Colonel Gourley, there being no other Canadian Directors in this country at that time. On the Friday on which Mr. Smith, the chairman, wrote to Canada as above mentioned, Mr. Peter Buchanan was in London, and slept that night at the house of Mr. Gill, another Director and now President of the Great Western Railway. Mr. Peter Buchanan was not told of the correspondence alluded to or of any intention to dishonour certain bills, which Mr. Radcliffe had drawn on the London Board, otherwise he would have remained in London till the next Tuesday's meeting of the Board, and would have telegraphed to Mr. Harris, the then President of the Company, who was then in Liverpool, to be also present, when, with Mr. Smith, a majority of the London Board would have sustained the Canadian Board in securing the Southern charters.— Without the least suspicion of the course intended by Mr. Robert Gill in conjunction with Mr. Beatty, another Director whom witness's friends had got appointed to the Board for the express purpose of securing justice to Mr. Brydges at a former period, Mr. Peter Buchanan left London on Saturday. On the Tuesday, Mr. J. B. Smith found himself overruled by Mr. Gill and Mr. Beatty, who refused to accept bills for £40,000, which Mr. Brydges had written was the money of the Great Western Company misappropriated to purchase shares in the Southern Line. Mr. Smith protested against the course taken, and refused to continue to act with Mr. Gill and Mr. Beatty, and also complained of Mr. Harris and Mr. Peter Buchanan having, through our confidence in Mr. Gill and Mr. Beatty, neglected to be present, and in disgust he tendered his resignation, which Mr. Gill and Mr. Beatty on the moment availed of the opportunity to accept. Thus terminated the Directors of the Woodstock and Lake Erie Company's abilities to carry out the promises of the Circular of the 11th August, addressed to the Municipalities, and they consequently never were carried out. Mr. Gill and all other persons of influence in the Great Western Railway had up to that time acquiesced in the policy of getting possession of the Southern Road, admitting the building of it to be a mere question of time. The time had come when the Great Western, by asking for a second track, had deprived themselves of any plea of justice in longer resisting the building of the Southern line, and the shareholders seeing the building of it inevitable, although the Great Western as a Company could not legally move in the matter until a Board elected by the Southern Board could be got to amalgamate the two charters, and it was supposed unanimous in approval of the London chairman, Mr. Smith's views.

[By Mr. Southwick.] Were you instructed by the English Board or Canadian Board of Directors to take the steps you did to obtain control over the Amherstburgh and St. Thomas Company, and also the Woodstock and Lake Erie Company?—I was not instructed by either the English or Canadian Board

to take any steps to obtain the Southern charters, but all the Canadian Directors present, except Mr. Brydges, approved of the steps I took, supposing that all the English Directors were committed to the policy, and believing that every influential shareholder, both in Canada and England, held the same policy.

The gentlemen associated with witness in the direction of the Woodstock and Lake Erie Road agreed with witness in the propriety of transferring both roads, the Woodstock and Lake Erie and the Amherstburgh and St. Thomas, to the Great Western. Believed then, and believes now, that every intelligent shareholder of the Great Western must be in favour of his step, looking simply to the interests of the Great Western Railway. Witness thinks that, freed from personal considerations, the Great Western Railway would still be glad to adopt Mr. Smith's views, and will still endeavour to build their second track upon the Southern Line, although witness himself has not now any connection with the Great Western Railway, except as a private shareholder. That is not one of the objects witness now has in view in connection with the Woodstock and Lake Erie Road, although he rejoices in this or any other security that the road will be immediately constructed in one way or other. Witness founds his belief that the Great Western will still endeavor to build the Southern Road on knowing that it would be for the interests of the shareholders, and being aware that this is known by a great many, believes a great majority of the shareholders themselves. Also knows that a shareholder in Canada wrote, since the refusal of the Southern charter, to the Secretary in London, to ascertain if really there was any reasonable objection to the Great Western building its second track on the Southern Line, and that Mr. Baker, the Secretary, replied that the Great Western Railway was still looking to build the Southern Road, and that their objection was its being forced upon them prematurely. Mr. Baker stated that they were aware that they could get the charters when prepared to build the road, which witness supposes was meant to be through Mr. Zimmerman. This information witness has on the best authority. Witness believes he was told this by one of the Directors of the Woodstock and Lake Erie Railway, who was in the Board subsequent to the 11th Aug., but who has since retired; but it was a matter of notoriety, and can be verified. Thinks this information is known to the present Directors of the Great Western. Witness resigned the presidency of the Woodstock and Lake Erie Company in January or February last, in pursuance of an agreement made in England with Messrs. Wythes and Zimmerman. Became a Director again after Mr. Zimmerman's death, in order to get through the work, without which he cannot get back his money. This and endeavouring to fulfil his agreements about building the road and otherwise, which Mr. Zimmerman had assumed, are the objects of his remaining a Director; Mr. Zimmerman's death prevented, until Mr. Morrison's appointment afterwards, any President being appointed. The present Directors are Thomas G. Ridout, residing at Toronto, President; witness himself, residing at Hamilton; Joseph A. Woodruff, residing at Niagara; R. G. Benedict, residing at Niagara Falls; James Kintrea, residing at Woodstock; James C. Street, residing at Hamilton, and Thomas Ridout, Junior, residing at Toronto. Neither one of these Directors, with the exception of Mr. Kintrea, resides in the Municipalities interested as bondholders, and not one of them has any official connection with the said Municipalities. The Directors must each hold five shares to qualify them as Directors, amounting to £125 each, on which ten per cent. must be paid. That ten per cent. has been paid for all these Directors by witness, and they all owe him the amounts respectively. Witness preferred their owing him these sums, and refused to receive them in cash, holding that Mr. Zimmerman ought to relieve witness under his agreement made in England on 26th September last, of the whole stock in both the western and eastern charters, and that witness could not be called upon to give up unconditionally, such a portion thereof as would give the control out of his

hands till paid for the whole. These Directors are, in fact, his mere nominees to secure to him the payment of his moneys and enable him to fulfil his engagements. The chief interest the present shareholders have is connection with the estate of Mr. Zimmerman, which is bound to witness under the agreement in England.

The Committee then adjourned.

MONDAY, MAY 18TH, 1857.

Committee met.

MEMBRES PRESENT :

MICHAEL H. FOLEY, ESQUIRE, in the chair :

MR. EPHRAIM COOK,

MR. CHRISTIE,

MR. FRAZER, and

MR. SOUTHWICK.

Isaac Buchanan, Esquire, re-called. Mr. Zimmerman's obligation to witness arose in the following way: Witness's movements never had in view depriving Mr. Zimmerman of a fair contract for building the Southern Road, to the offer of which witness always considered him (Zimmerman) entitled in lieu of the contract for doubling the Great Western's track, which work this Southern project was meant to supplant. When, therefore, the Directors in London of the Great Western Railway represented witness's action in Canada, witness at once ceased to oppose Mr. Zimmerman; having no object in doing so, the controversy with him having been in no way personal, but only as to whether he should be master or servant in the matter of the control to be given out on the Southern line by the Great Western Railway. Mr. Wythes, the best known Contractor in connection with the Great Western Railway, and who had built the Hamilton and Toronto Branch, was to have had a half share in the contract for doubling the track of the present line of the Great Western Railway. Witness's simple proposal to these gentlemen was that he would get out of their way and give them all the assistance he could since the Great Western Railway preferred this. Merely made this a condition that his outlay should be refunded to him gradually as the work advanced, and the agreement between them was embodied in a document signed by Messrs. Wythes and Zimmerman and Mr. Peter Buchanan at Liverpool, on the 26th of September. The agreement provides for the refunding to Mr. Buchanan, by Wythes and Zimmerman, of £25,000, which is the £25,000 paid to De Blaquiére by witness. The whole amount paid by witness on account of the Woodstock and Lake Erie Railway and Amherstburgh and St. Thomas, including the above, was £52,000; £11,600 was for the interest of the Municipalities, £6,800 paid through the Woodstock and Lake Erie Directors for the debts of that Company, the balance of about £8000 was to cover preliminary expenses paid or expected to be paid. Of this witness has himself paid out about £3,000 in surveys, expenses to England by parties, witness himself, Mr. McLeod, Mr. Hodge and Mr. Wallace, as well as for expenses of Chancery proceedings and other necessary expenses in anticipation of the amalgamation. Witness intended to apply any balance to remunerate parties who have hitherto worked in the matter for an insufficient salary, trusting to him getting the Great Western Railroad to do them justice eventually. The balance of £5000 has really not been paid at all. In the first place, witness intended to add to the remuneration of Mr. Wallace, Mr. Greer, Mr. Radcliffe, Junr., and such others as he supposed had drawn more than the small payments already made to them—then intended to give the balance to Mr. McLeod and Mr. Park, to apply to claims at Amherstburgh, prior to witness's interfering with the Charter

of the St. Thomas and Amherstburgh Road. These parties were not given to understand that they had any claim to this, but originally there was an understanding with William Wallace, John McLeod, and Theodore Park, that in case the Great Western Railway took the Charter, each of them should receive a proportion of £25,000 being $2\frac{1}{2}$ per centum on the capital stock of that company; it being arranged that each shareholder of the Great Western Railway who had £100 of stock in the Great Western Railway, should have it in his power to take the same stock in the Southern, about to be amalgamated with the Great Western Railway, and for this that he would pay £102 10s. for the £100 of nominal stock. This was to be paid to influential parties after the Road was opened, so as to secure their influence during its construction, and to deprecate their opposition in taking up the right of way. The original idea was to reserve £5000 of this for small expenses, and to give paid up shares to the extent of £5000 each, to four individuals, namely, William Wallace, John McLeod, Theodore Park, and Arthur Rankin, but with none of them was there any written agreement, except with Wallace, who, on transferring his shares, stipulated for a premium to the extent stated, and which witness agreed to conditionally, on the Great Western Railway carrying out the arrangement. Any arrangement with parties was previous to their connection officially, or as Directors with the Amherstburgh and St. Thomas Railway, and there was no arrangement whatever at any time with Directors of the Woodstock and Lake Erie Railway. Of course it was evident that three of the Directors of the Woodstock and Lake Erie Railroad must have agreed to retire, so that witness, for the Great Western Railway, could be put in possession of the control of that Company, and this in direct manner was the only way in which witness could have any knowledge that part of the stock which he was acquiring, was to be transferred by them, as he never had any direct communication with any Director on the subject. There was no inducement held out to the four remaining Directors of the Woodstock and Lake Erie Company, beyond the conviction held by every one, that the Great Western Railway, taking it up, was the only chance of the Road being built. There were no moneys paid to any of these Directors. There were no moneys paid at St. Thomas, nor any inducements held out to the parties, they having no stock of any consequence. There was sufficient paid in on stock for two or three parties in St. Thomas, who had subscribed £250, to enable them to qualify as Directors. Cannot say positively who the parties were. Cannot remember from the circumstance that the payments were illegally deposited in the wrong Bank, and therefore not considered payments. Is not aware of any inducement being held out that the whole stock would be paid. The temporary salary of the incumbent, Thomas Hodge, was £250, no part of which was paid, that witness is aware of, and the same or a similar amount to the Assistant Secretary, William McKay, no part of which was paid. Of course these parties had claims on the Company, and no part of what witness had referred to as preliminary expenses. The date of the arrangement as to the division of the £25,000 among McLeod and others, was on the 15th July, 1856, previous to the transfer of the stock to witness.

[By Dr. Southwick.] Did you in your endeavours to obtain the control of the Woodstock and Erie Road extensions, pledge yourself or make any arrangement as to the point on the Woodstock and Erie Road, from which the extension to St. Thomas should start?—No such pledge was made, in the negotiations, but on the new Board being appointed, it was strongly pushed that the majority of the Municipalities would support witness more strongly, if this Road came by Otierville, and it was understood that the Board would favor this. This was expressed in a circular to the Municipalities.

John B. Van Voorhis examined.—Resides at Woodstock, is a contractor. Remember making Mr. Buchanan a proposition in writing relative to his obtaining the control of the Woodstock and Lake Erie Railway, which witness presumes is the one put in by Mr. Buchanan in his evidence or a copy of it. Before making that proposition, had had conversation with Mr. Buchanan relating to it, and had called on Mr. De Blaquiere on the subject, but not on any of the other Directors. Mr. De Blaquiere did not authorize the making of the proposition, but in consequence of conversations had with him, witness did make it. Mr. De Blaquiere wanted some time to consider what he should do. Did not say that he wanted to communicate with any of the other Directors. Witness had no communications direct or indirect with any of the Directors but Mr. De Blaquiere. After the receipt of Mr. Buchanan's reply to witness's proposition, he communicated with Mr. De Blaquiere. Was not present when the money was paid to Mr. De Blaquiere, but Mr. De Blaquiere told witness afterwards that it was all right. Do not know whether any of the Directors shared with Mr. De Blaquiere in this money. In consideration of witness's own services in connection with this transaction, he was to receive thirty-five miles of a contract. Witness became a contractor on Woodstock and Lake Erie in December, 1854, or thereabouts. Witness's contract was for grading, fencing, putting in sluices &c., in Woodstock to a little below Otterville. He did not complete his contract; because the work was stopped in the following October. Mr. Benedict was the Chief, and Mr. Hodge the Assistant. The calculations of estimates were made by assistants, and by them delivered to Mr. Benedict, who gave them to witness. Witness never knew the amount of work that was to be done, nor saw the schedule of prices. The amount of work done by witness was about \$50,000, which he was paid. Cannot tell what the contractor, Mr. Zimmerman, got for this, but was informed by the Assistant Engineer that Mr. Zimmerman had made 100 per cent. on it. Knew that Mr. Hodge felt annoyed at Mr. Zimmerman at the time, and thought he might have been told this to get up a little feeling between witness and Zimmerman. Most of the work done by witness is left in an unfinished state; so far as done, it was well done. Knows nothing of the circumstances under which Mr. Zimmerman obtained the contract. In answer to Mr. De Blaquiere, witness thought that the best thing the municipalities could do was to accept Mr. Buchanan's offer. Still thinks it the best if he would carry it out, but knows he has not. Considered Buchanan's offer more favorable than the O'Reilly agreement as it existed at the time. Do not believe that the O'Reilly agreement would have been acceded to by the Municipality, whether Buchanan's offer had been made or not. There was a clause in the By-law submitted by O'Reilly, requiring the Municipalities to take the bonds of the amalgamated Company, or any other Company, and with that clause he does not believe the rate-prayers would have ratified it. Does not know whether or not he has seen the specifications attached to Zimmerman's contract—those attached to my part of the work were very exacting.

The Committee then adjourned.

TUESDAY, 19TH MAY, 1857.

Committee met.

MEMBERS PRESENT :

MICHAEL H. FOLEY, Esq., in the chair:

MR. CHRISTIE,

MR. SOUTHWICK.

MR. FRAZER, and

Hon. Mr. MORRISON.

William L. Smart, Esquire, Secretary to the Company, recalled : Produces copy of original stockbook—copy is as follows :

Copy of Stock of the Woodstock and Lake Erie Railway and Harbour Company.

We, whose names are hereunto signed in the annexed lists, hereby agree to become stock-holders in the "Woodstock and Lake Erie Railway Company," and to take the number of shares set opposite our respective names, and bind ourselves to make payments thereon, and do all other matters and things in relation to the same, required by the Act of Incorporation, or that may be required by the Board of Directors of the Company.

Woodstock, 1st July, 1848.

Name.	Residence.	Shares.	Amount.
A. W. Light, Col	North Oxford.....	10000	£50000
D. S. McQueen	Woodstock.....	5400	27000
W. S. Light	Do.	5400	27000
H. C. Barwick	Do.	5400	27000
R. N. Light	Do.	5400	27000
<i>February 6th, 1851.</i>			
A. W. Light	North Oxford.....	2000	10000
<i>February 8th, 1851.</i>			
H. De Blaquiére	Walsingham.....	5400	27000
Edmund Deeds	West Oxford.....	4200	21000
R. J. C. Elwes.....	West Oxford.....	4200	21000
Henry S. Turner	Woodstock.....	2600	13000
		50000	£250000

Statement marked A A, put in as detailed statement of expenditure, up to 31st December, 1855. The amounts were examined by delegates from the municipalities, who sat five days on them. Cannot now tell to whom the item for printing, "£17 19s." in statement produced, was paid; cannot tell whether or not the books show to whom it was paid; at the time that item was paid was not Secretary. Mr. Barwick kept the books then. The item £69 3s. 5d., marked "incidental," is made up of several items. Thinks the books will show to whom the several amounts, making up this item, were paid. Gray was paid £4 3s. 3d. expenses to Port Dover; Arthur A. Farmer, £25 expenses to Quebec; postage, 19s. 6d.; expenses on breaking ground, (cost of luncheon at Matson's,) £39 2s. 6d. The incidental expenses of May, 1853, were paid to Arthur Torrence; expenses to Quebec, £25 2s. 6d.; telegraph, 5s.; galvanizing spades, £1 5s.; telegraphs, 10s.; expenses for June, telegraphs, &c., 10s.; Arthur Farmer going to Quebec, £25; "Progress" newspaper, 2s. 9d.; For July, D. S. McQueen, £1 5s.; Arthur Farmer, and William Gray, expenses to Otterville, £1 6s. 3d.; horse hire, £11

15s.; For August, stationery, £2 1s. 9d.; For October, Henry DeBlaquiere's travelling expenses to New York, £11 5s.; Rev. Mr. Landon, £25; postage, 21s.; John Thompson, attending municipal election, 10s.; Barwick, expenses to Cayuga, £4; Secretary's expenses to Port Dover, £1 12s. 3d.; Express Company, 8s. 7d.; Secretary's expenses at Otterville, 2s. 6d.; For November, Secretary's expenses to Otterville, 6s. 3d.; President's and Chief Engineer's expenses to Montreal, £18 10s.; maps, £2 5s.; telegraphic, £4 6s. do. 6s., Secretary's expenses to Niagara, Hamilton and Toronto, £6 8s. 6d.; printing, 10s.; Groble for table, £11 5s.; seal, 6s.; for getting safe in house, £2 10s.; books, £7 1s. 3d.; Secretary's expenses to Toronto, £5 17s. 6d.; wood crossing, £1 5s.; DeBlaquiere's and Secretary's travelling expenses, £3 17s. 3d.; For December—President, Directors and Secretary's expenses at Otterville, 7s. 6d., horse hire, £10 10s.; postage, £1 15s. 2d.; Secretary's travelling expenses, £5 13s.; S. Quinte, £1 2s. 6d.; Express Company, 11s. 6d.; casual, 2s. 6d. For January, 1854—Telegraph, £2 17s. 1d.; sundry expenses, 5s.; postage, £1 13s. 3d. The items under the head of "travelling and incidental" are composed all through the detailed statement AA, of items similar to the above, and are chiefly items paid the Directors, and officers' travelling expenses, postage and telegraph. There was land bought from three of the Directors, namely, Mr. Thompson, Mr. DeBlaquiere, and Mr. Wilson. The latter was in partnership with Mr. Walsh. and witness's impression is that the land was bought from Walsh. DeBlaquiere has been paid for land, £5250. The land bought from Mr. Thompson was sold cheaper than the market value. The cash book does not show what was paid to Mr. Thompson; can form no idea of what the amount was; it would not be a large sum. The agreement with Mr. Wilson and Mr. Walsh was at the rate of £50 per acre; thinks the amount purchased was about 8 acres, paid them £250. The Port Dover Harbour came into the hands of the Company on 27th June. 1853. There was agreed to be paid for it £12,000; it has not all been paid. The balance due to White & Cotton (£4590) is paid. The amount due the Government has not all been paid; there is about £6,000 due; what was paid was the moneys of the Municipality. The revenue of the Port Dover Harbour, clear of expenses, has been nearly £1000 a year. The receipts have been carried to the credit of the Company; cannot tell why the balance of £6000 has not been paid; has heard from DeBlaquiere himself that he was a co-contractor with Zimmerman in February, 1854, when the contract was let to Zimmerman; thinks DeBlaquiere has told witness that he received a sum of money about £6000 from Zimmerman, and Zimmerman's obligations for the balance of \$50,000. This was as witness understood, for his, DeBlaquiere's, share of the contract. (Col. Light's account is here produced by Mr. Smart, referred to in witness's evidence of 7th instant.)

(Copy.)

The Woodstock and Lake Erie Railway and Harbour Company, to Colonel Light,

To expenses incurred in survey of line of Railway from Woodstock to Port Rowan, as follows:

1. To Alexander Light, Civil Engineer, for surveys, plans, &c. &c., in 1846	£364	0	0
2. Cost of feeding, levellers, axemen, &c. &c.....	50	0	0
3. To cost of paying ditto whilst employed on said survey	60	0	0
4. Cost of Messrs. Burroughs as Assistant Engineers,	42	10	0
5. Cost of J. Muttleberry for 6 weeks at 7s. 6d. a day,	15	15	0
6. Cost of Alexander Light and Charles Beard living at my house whilst drawing plans of said survey	25	0	0
			£577 5 0

	£	s.	d.
7. Expenses in going to Vienna, Port Burwell, and Big Creek, &c., with Rev. W. Bettridge to ascertain the probable success of said Railway, with cost of carriage (absent one week)	6	10	0
8. Cost of going with Rev. W. Bettridge to Detroit and Kalamazoo to ascertain the cost of constructing the Michigan Central Railway	30	0	0
9. Cost of going to Goderich, calling a meeting there to see whether they would join us in extending the road to them, which they promised to do,	10	0	0
10. Cost to Judge McQueen for preparing Charter and amended Charter, and interest	52	15	0
11. Cost to R. Riddell, M. P. P., for expenses of passing Charter through Provincial Parliament...	20	0	0
12. Cost of W. S. Light to expenses of examining Port Rowan, and eligibility as a port, and that of Alexander Light going to Buffalo to ascertain the probable amount of traffic on said Road...	28	0	0
13. Cost of printing to Mr. Rogers for publishing an explanatory pamphlet to shew the prospects of said road, and circular letters, &c. &c.....	65	0	0
14. Cost of Agents through Oxford and other Townships to obtain signatures to Petition to the Legislature, praying for Charter, of which there were 3000 signatures	65	0	0
15. Expenses of Rev. W. Bettridge proceeding to Toronto to induce Lord Metcalfe and Council to assent to the Bill, if passed, which they did	23	15	0
16. The Bill for constructing said Railway having passed on 27th August, 1847. The expenses of Col. Light proceeding then to England to endeavour to raise funds for constructing said Railway.....	50	0	0
17. At the request of Provisional Committee returning from England to Woodstock, from thence via New York, Boston, Albany and Buffalo, and remaining in those places endeavoring to procure stock for said road.....	50	0	0
18. Finding it necessary when in England for the interest of said road to procure the assistance of an Engineer conversant in railroad matters, to introduce him to capitalists there, whose expenses cost to Mr. Beard.....	180	0	0
19. Cost of Mr. Beard's living and expenses whilst employed by Col. Light	242	0	0
20. Cost of Col. Light's living for four years whilst in England	548	0	0
21. Cost of carriage hire for Mr. Beard and Col. Light whilst in London.....	50	0	0
22. To cost of printing 3000 copies of prospectuses of Railway, with maps, circulars, &c. &c., in London, to Mr. Bradley	67	0	0
23. To cost of advice and use of Geo. Tyler's, Esq., rooms for five meetings.....	50	0	0
24. Interest of £1400 agreed to be paid to Col. Light, in July, 1853, and not paid to July, 1854.....	84	0	0

25. To Col. Light's own exertion for seven years, (re- maining in England for four years of that time.) in obtaining the charter, writing pamphlets, prospectuses, &c., both in England and Canada, with interest on money expended on surveys, travelling to and from England, and other expenses, and promoting to a successful ter- mination the above Railway interest	2500 0 0	
	£4698 15 0	
Deduct what is paid.....		1400 0 0
		£3298 15 0

I, Colonel Light, conscientiously believe the above sums given in my account are as correct as I can make them.

(Signed,)

A. W. LIGHT.

On the 27th of October, 1853, Mr. DeBlaquiere laid before the Board an agreement signed and sealed by John A. Axford, bearing date 21st October, 1853, whereby Mr. Axford offered to sell to the Company certain lands near Simcoe, for the price therein named, to which a memorandum was attached for the purpose of protecting the interests of the Agricultural Society, whose grounds were situated on the Axford property. This memorandum was signed by Mr. DeBlaquiere, but the proposition was signed by Mr. Axford. This proposition was made in pursuance of a resolution by the Board, authorizing DeBlaquiere to see on what terms the land might be purchased. On the same day Mr. DeBlaquiere (having previously entered into arrangements with Mr. Davis of Simcoe, as to the purchase of certain property in the vicinity of the town) informed the Board of the arrangement made by him, and proposed that if, on the Report of the Engineers, they should select a site for Depot, &c. on this land, he would be willing to give them as much land as the Engineer would deem necessary for that purpose. On neither of these propositions was there any action taken by the Board of Trade. They run the lines, and all went through some part of Davis property. Witness says that Mr. Hodge's statement on this subject is incorrect. At a meeting of the Board on the 15th February, 1854, (Mr. DeBlaquiere having, before this, abandoned his bargain with Davis, as shewn by a paper marked C., a copy of which is hereunto annexed) an offer was received from Messrs. Wilson and Walsh (who, in the meantime, had been the purchasers) for a sale of a certain portion of the Davis land for a station. A resolution was then passed, authorizing the President to purchase the necessary lands at £50 per acre—the right of way through the remainder of the property being given free. On the 8th of February, 1854, an agreement had been entered into with the Councils of Simcoe and Windham, whereby a joint station was to be located on the Windham side of Simcoe, and within its limits. The reason a new line was run about October 1854, was on account of the difficulty of dealing with Mr. Ritchie. The Board had received an application from Messrs. Van Norman and Kent. Has a report of the Chief Engineer dated 9th May, 1854, as to a change of route through Simcoe. The paper marked D annexed, is that report.

With reference to location of line at Woodstock through the eastwardly part of the town, witness states that by resolution of the Board of 15th February, 1854, the Engineers were directed to run a line through the eastwardly end of Woodstock, commencing at some point in the present located line in the Second Concession of East Oxford, running at about three or four miles from the point of the crossing of the Thames north, towards Stratford, and report to the Board at their next meeting, as to the capabilities of this route in comparison with the one

already run through the westwardly end of Woodstock. The paper marked E annexed, is the Engineer's report upon it.

On this report the Board determined to adopt the route through the east end. Witness, on the 9th of June, 1854, purchased from Mr. Birch thirteen lots adjoining of Mr. DeBlaquiere's brick-yard, for which he paid £1,375; these lots contained about $2\frac{3}{8}$ acres. Mr. Hodge and Mr. Charles DeBlaquiere were parties to the purchase. Mr. DeBlaquiere subsequently purchased Hodge's and Charles DeBlaquiere's share for £75 each; their shares were one-fourth each. Afterwards DeBlaquiere purchased witness's share at \$8 per foot: this was on the 1st October, 1856. Property is now lower than when witness purchased. Was present at meeting of 7th February, 1855: Mr. McClenaghan was present on behalf of the Press. Mr. DeBlaquiere stated to the meeting, with reference to alleged change of contract, what follows: "He drew the attention of the Municipal representatives at the present low price per mile at which the contract had been taken, contrasting it with the ruinously high price per mile at which it was originally proposed to let it." Mr. McClenaghan, in his paper of 28th February following, in reporting this meeting, says:—

"Had there been mismanagement in the directory—had there been aught in the line adopted to create a feeling of hostility towards the Company—had their been extravagance in the contract or neglect of the trust, that might reasonably, be laid to the charge of the members of the board of Directors, we would then suppose reasons might exist to operate against that further assistance solicited."

"With a knowledge of their true position, and with a consciousness that under all circumstances every thing that was done, was done for the best, the Board of Directors called together the representatives of the various municipal bodies, and fully and freely laid before them their condition."

"At that meeting we were present. We watched narrowly the conduct of the Directors, for we confess we entertained the popular notion as to the expenditure of the funds of the company. Others, doubtless prompted by the same spirit of strict enquiry, were equally anxious. The representatives of Simcoe and Woodhouse, and the Deputy Reeve of Windham, were most pertinacious in their enquiry; and the same might be also said of the representatives of Woodstock and Norwich, Contracts, agreements, receipts, and expenditure were all thoroughly canvassed, and we believe we hazard nothing in saying that whatever were the opinions of individuals at the commencement of the conference, there was but one feeling ere the meeting broke up—that of entire satisfaction, so far as it was in the power of the Board to manage."

The meeting was unanimous in approval of Zimmerman's contract, and after Mr. DeBlaquiere had spoken, several of the Directors stated that they agreed with what he had said. Each Municipality was represented. Knows Valentine Hall; he is a grocer: knows nothing of his means.

Henry DeBlaquiere, Esq., to the question,—Did you at any time receive a sum of money and certain obligations from Mr. Zimmerman, amounting in all to \$50,000 or thereabouts, in connection with certain transactions referring to Mr. Zimmerman's contract with the Woodstock and Lake Erie Railway Company?—Witness admits that he had an interest with Mr. Zimmerman to the extent of one-fifth in the Woodstock and Lake Erie and its extensions, and that he, at various times, received from Mr. Zimmerman sums of money, partly on account of the profits of the contract, the balance under an agreement made with him in 1855, cancelling witness's interest in said contract, the last obligations connected with which were paid on the 26th July, 1856, as shewn by a receipt setting forth the assignment to him, and now in possession of his estate. In all, these moneys and

obligations amounted to \$50,650, which he stated about \$24,000 was witness's one fifth of the profits of the work already done. Zimmerman's reasons for requiring witness to give up his interest were given him about the time of the first negotiations with the Municipality, and were to the effect that the arrangements were such as would require the unfettered control of the whole contract. Witness also admits receiving from Mr. Isaac Buchanan \$100,000. Received this for complying with Mr. Buchanan's proposition as set forth in the correspondence of Mr. Van Voorhis and Buchanan. Mr. Buchanan having on his part agreed to assume the entire responsibility on behalf of the Great Western of all the indebtedness of the Woodstock and Lake Erie Railway, and fulfil the conditions of the bonds given by the Directors to the Municipalities, as embodied in a letter addressed by him to the Directors before becoming a member of the Board. None of the other Directors or shareholders shared with witness in this \$100,000. The other stockholders transferred their stock, some of them to witness, before this transaction, others to Buchanan's nominees, after it. Mr. Farmer, Mr. McQueen, Mr. Vansittart, Mr. Smart were those who transferred to witness. Witness paid them for this transferring to him 10 per cent. on their stock. That was the only consideration they received. Witness always held control of the stock in his own name. Mr. Farmer was aware of the negotiation while it was going on. Mr. McQueen had come into the Board shortly before with the understanding that he was to retire when the Directors with whom he was considered to be personally liable on his original stock subscription deemed it advisable he should do so. The Young brickyard witness purchased on the 1st of January, 1853, for £970, besides £80 he paid for fencing and £50 paid for improving it. Sold $6\frac{35}{100}$ acres for £5,250 in May, 1854, on a valuation based on sales of property made in the immediate vicinity of the property sold by him and connected with it.

C.

Know all men by these presents that a certain agreement, entered into on the 21st day of October last between Robert W. Davis and Henry DeBlaquiere, for the sale to the said Henry DeBlaquiere by Robert W. Davis of part of lots Nos. 1 and 2 in the 14th concession in the Township of Windham, has this day been cancelled and annulled by mutual consent, the said Henry DeBlaquiere forfeits the first payment of twenty-five pounds made by him and all liabilities and obligations on either side, in respect of said agreement ceased between said parties, to as full an extent as if the same had never existed.

In witness whereof the parties hereto have set their hands and seals, at Rowan Mills, this 14th day of December A. D., 1853.

In presence of

DUNCAN CLARK.

ROBERT W. DAVIS.
HENRY DE BLAQUIERE.

D.

TABLE OF GRADES, OLD ROUTE.

From Station.	To Station.	Length in feet.	Ascends.	Descends.	Rate per mile.	Total ascent and descent.	Remarks.
1673x69	1694x50	2081		16.64	42.24	16.64	
1694x50	1725	3050			Level.		
1725	1750	2500	10.		21.12	10.00	
1750	1772	2200	15.40		36.96	15.40	
1772	1792x50	2050		6.56	16.89	6.56	
1792x50	1796	350	2.94		Level.		
1796	1810	1400	2.94		11.98	2.94	
1810	1830	2000		2.20	5.80	2.20	
		16631				53.74	

TABLE OF GRADES, NEW ROUTE, (*Grade in blue on profile.*)

From	To	Length.	Ascends.	Descends.	Per mile.	Total.	Remarks.
1664x99	1690	2500		12.20	25.76	12.20	
1690	1695	500			Level.		
1695	1712	1700	6.92		25.45	6.92	
1712	1733	2100			Level.		
1733	1770	3700		12.92	18.43	12.92	
1770	1790	2000			Level.		
1790	1827	3700	22.00		31.46	22.00	
1827	1830	300			Level.		
		16500				54.04	

LINEAR ARRANGEMENT, OLD ROUTE.

From Station.	To Station.	Length in feet.	Course.	Radius of Curve.	Total Deg.
1673x69	1706	3231	N 64° 50' W	1637	29° 50'
1706	1714	800			
1714	1778	6400	N 35° W	3820	42°
1778	1807	2900		3820	34°
1807	1830x32	2332			
					105° 50'

LINEAR ARRANGEMENT, NEW ROUTE.

From Station.	To Station.	Length in feet.	Course.	Radius of Curve.	Total Deg.
1644x99	1695x99	3100		4000	50° 0'
1695x99	1722	2601	N 14° 50' W		
1722	1741	1900		2000	54° 40'
1741	1807	6600	N 69° 30' W		
1807	1825	1800		4000	26° 30'
1825	1830x32	532	N 43° W		
		16533			131° 10'

ENGINEER DEPARTMENT,
Woodstock and Lake Erie Railway and Harbour Company,
WOODSTOCK, May 9th, 1854.

To the President and Directors of the Woodstock and Lake Erie Railway and Harbour Company.

In accordance with instructions communicated to the resident Engineer by the Secretary of the Company, under date of 15th April, the grading upon that portion of the line of your Railway between Stations 1673 x 69 and 1830 x 32, through the Town of Simcoe, has been discontinued, and a new route, passing through or "skirting Simcoe on the South West," has been surveyed, and I beg leave to report upon the same as follows, and to submit the following profile, table of grades, and lineal arrangement in connection with the same, designating the lines as the "old route" and the "new route"

The new route is shewn on the map by a heavy line in red tint diverging from the old line on Lot No. 14 in the second concession of Windham, and again intersecting it on Lot No. 4 in the fourth concession of Woodhouse.

The new route is 873 feet longer than the old. By using grades that are practically the same in working the road, the amount or quantity of work will be about the same upon either route, but the character of the work will be materially changed, as will be seen by the following letter from the contractors, to wit :

[Copy.]

WOODSTOCK, 4th May, 1854.

SIR:—In answer to your favour of this date in regard to the contemplated change of line at Simcoe, we beg leave to say that we have no objection to its being done on condition that the Company pay us for the work already done, viz: one third of a mile of grading on the present line, and any extra price we may be required to pay our sub-contractors for excavation on the new line in consequence of its increased length of haul, which from a careful examination of the profile will be an average haul of about 4000 feet in about 60,000 yards, which is worth at least say ten cents per yard, and on which amount and price we are willing to compute the same. The Company to allow us for the additional length of the new line at the same rate per mile as the balance of the line under the contract. The Company of course to pay any damage that may have occurred to the sub-contractors in consequence of the suspension of the work during the pendency of the contemplated change.

Very respectfully
your obedient servants,

SAML. ZIMMERMAN & CO.

B. G. Benedict, Esq., Chief Engineer,
Woodstock & Lake Erie Railway & H. Co.,

Estimating the cost upon this basis, which I consider reasonable and fair, the new route will cost more than the old one, as follows :

For $\frac{1}{3}$ of mile of grading as per contract,.....	\$4000
“ additional length of line,.....	4629
“ extra haul,.....	6000
	\$14,629

Besides this tangible amount, another, in my opinion, more important question should enter into the comparison of the relative merits of the routes, and should not

be overlooked by your Board in arriving at a conclusion as to the most advantageous route for your adoption, which is, in looking forward to an extension of your road East and West as forming a portion of the Great Southern Railway line from the Suspension Bridge to Malden, connecting with the Michigan Southern Rail Road at the latter point, and the numerous roads now built and terminating at the former.

There can hardly be a doubt at the present time that this great line through Canada will be chartered and built within a year or two, and as the value and importance of it, is entirely dependent upon its power to compete with its rival on the South shore of Lake Erie, or in other words upon its grades and lineal arrangement, whereby the rate of speed is governed or controlled, it should be the first object of your Board so to locate that portion of it covered by your charter that any future survey or examination cannot make it desirable to adopt another route.

Having this object in view, I have revised and modified the grades and lines from Otterville to the intersection of the Dunnville route near Simcoe, several times, and thereby increased the amount of work very materially since the preliminary estimates. The change of route contemplated through Simcoe, besides increasing the distance makes it necessary to run the line through the, and upon one of the streets of that town to avoid heavy land damages, which is very objectionable in a road when speed is of prime importance, not merely from the liability to accidents and the loss of time, which cannot be avoided in such a location, but from the disposition that is in all cases manifested to annoy, restrict and extort from any company so situated by Municipal Councils; in fact it has now become a settled point with engineers who have experience in those matters never to occupy a highway or street with their line of road unless an absolute necessity exists, neither is it clear by any means that the Company have the power to occupy a street unless some important engineering difficulty prevents their finding a line elsewhere. The counsel of the London and Port Stanley Railway, Mr. Galt, has given his opinion within the last fortnight to that Company that they had not the power under the Act to occupy one of the streets of London without they could shew by their engineer that a necessity existed for so doing, and as the same gentleman is Counsel for your company, he would most undoubtedly say the same in this case.

After a careful examination and consideration of all the circumstances and points, as your Engineer, I should decidedly recommend that the route should not be changed, even should the amount on the old line somewhat exceed that on the new.

All of which is most respectfully submitted.

ROSWELL G. BENEDICT,

Chief Engineer,

W. & L. E. R. & H. Co.

E.

To Messrs. A. A. Farmer,
Edmund Deedes, and
Hugh C. Barwick.

Committee to decide upon station grounds at Woodstock.

GENTLEMEN,—I herewith submit a comparative estimate of the cost of the two lines, designated the "East" and "West" from the diverging point in the main line on lot number 19 in the second concession of the Township of east Oxford to the west side of Dundas Street in the Town of Woodstock, including the grading of the station grounds on both routes as represented on the map accompanying.

West route.

153,738 yards excavation.....	at 25 cts.	\$38,434 50
1,800 feet additional length of superstructure...	at \$10,400 per mile	3,545 00
200 rods of fence additional.....	at \$1	200 00
		<hr/>
		\$42,179 50

East route.

65,062 yards excavation.....	at 25 cts.	\$16,265 00
		<hr/>
		\$25,914 00

leaving a balance in favor of the east line of \$25,914. To this difference in cost should be added the expense of working and keeping in repair 1800 feet of road, amounting yearly to the sum of \$300, or an increase in cost of \$5000 making the total difference \$30,914.

Without taking into account the increased expense of constructing and working, I consider the east route the proper and most preferable one for the station or depot of the Company at Woodstock, for the following reasons:

The west route in approaching the track of the Great Western Railway from the north and south is concealed by the bank on either side of the excavation of the latter road, and a train leaving the station of the Great Western Road going west could not see one entering or leaving the proposed station grounds of the Woodstock and Lake Erie road in time to prevent a collision.

Owing to the grade of the Great Western Railway at this point descending towards Cedar Creek immediately after leaving the Freight house of that Company, it would be still more difficult to prevent accidents and in my opinion forms one of the principal objections to the West route, which is agreed in by Mr. Reid, Division Engineer of the Great Western Railway with whom I passed over both lines, and who unhesitatingly gave his opinion in favor of the East route over the West without the knowledge of their comparative cost.

The position of the grounds on the East route is much in their favor, as they can be approached on both sides, and from Dundas street easily, without heavy expense in forming streets, which is not the case in the west, and so far as the general prosperity of the Town is concerned, I do not know of any point that could be selected to subserve it better.

Respectfully submitted.

ROSWELL G. BENEDICT,
Chief Engineer.

Engineer Department,
Woodstock and Lake Erie Railway and Harbour Co.,
Woodstock May 31st, 1854.

STATEMENT

Detailed Statement of the payments made by the Woodstock and

Date.	Right of way.	Port Dover Harbour, purchase.	Port Dover Harbour, repairs.	Engineering	Col. Light Account.	Construction account paid Contractors.	Construction on Account.	Salaries.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1853—April				32 16 10				
do May								
do June		502 14 3						
do July				455 12 6				
do August				75 0 0				25 2 6
do September		4590 0 0		440 9 11				
do October				452 11 3				
do November		561 18 1		573 11 9				26 10 0
do December	600 0 0			326 11 6				75 0 0
1854—January	505 1 6			346 12 11				240 0 6
do February	500 0 0			383 15 0				41 13 6
do March	2115 15 0			432 18 7		1000 0 0		65 13 6
do April	1350 0 0			399 2 10		2375 0 0		61 13 6
do May	12255 16 6		133 17 6	446 3 11		5130 0 0		78 11 0
do June	3200 0 0		157 8 11	438 12 10	1400 0 0	12020 8 0		41 13 6
do July	3313 15 0		299 19 7	319 15 8		13154 8 0		81 13 6
do August	13 15 0		448 13 0	456 16 7		13914 14 0		51 13 6
do September				350 0 0		2000 0 0		80 0 0
do October			625 0 0	200 0 0				111 5 0
do November			465 5 8	300 0 0				
do December	826 11 6		240 17 0	125 0 0				50 0 0
1855—January				85 0 0				60 0 0
do February	5 0 0			250 0 0				
do March	105 0 0			200 0 0				250 0 0
do April				6 12 6				12 0 0
do May	425 0 0		137 10 0	191 10 0	84 0 0			15 0 0
do June	10 0 0		86 18 9	52 7 6		25 0 0		
do July				233 7 6		25 0 0		
do August	400 15 0					40 16 2		200 0 0
do September	125 2 6			115 0 0				275 13 4
do October				100 0 0				41 13 4
do November								41 13 4
do December								41 13 4
	25751 12 0	5654 12 4	2604 10 5	7639 9 7	1484 0 0	48699 1 2	40060 10 4	1968 3 4

A. A.

Lake Erie Railway and Harbour Company, to 31st December, 1855.

Law account.	Discount.	Printing, Stationery, and Advertising.	Directors' allowance.	Parliamentary expenses.	Travelling and incidental.	Interest.	Observations.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
		17 19 0			69 3 5		
		4 10 0			27 2 6		
					25 15 3		
					14 6 3		
		22 0 11			2 1 9		
4 5 0							
	354 19 3	5 13 8			45 5 7		
		7 1 3			59 6 3		
1 5 0		10 19 0			18 1 2		
15 0 0		13 6 0	71 14 0		93 18 11		
		25 0 0			74 10 11		
		25 0 0			30 0 6		
40 0 0		32 14 0	28 15 0		45 18 8		
94 15 0			25 10 0		31 7 5		
73 3 3		27 0 0			64 4 4	3453 3 0	
					139 0 11		
23 10 0		0 10 0	12 10 0		58 5 0		
					4 1 10		
					180 7 2		
	0 8 10	13 8 8			51 14 2		
					46 10 3		
		4 13 0			40 13 2		
		13 8 0			110 4 3		
34 6 0			16 0 0	50 0 0	15 4 0	5159 9 8	
10 1 3		1 0 0			57 5 5		
15 0 0					54 2 0		
			22 10 0	100 15 8	21 2 7		
			43 12 0		11 2 10		
205 0 0	27 14 3		11 0 0	50 0 0	45 18 9		
107 0 5	0 6 3	79 4 10			10 19 5		
86 13 9					14 17 9		
24 8 0		6 19 1			29 17 1		
				4 18 9	42 7 0		
733 4 8	383 8 7	309 12 5	231 11 0	205 14 5	1534 18 0	5612 12 8	

* £224 of this to E. N. Light.

STATEMENT No. 1.

Rough Estimate prepared by John L. Hodge, Esquire, Engineer, of Hamilton, for Valentine Hall & Co. as a specification of work on Woodstock and Lake Erie Railway.

QUANTITY.	DESCRIPTION OF WORK.	AMOUNT.
		\$
1,841,959	Yards Excavation and Embankment, at.....25 cts.	460,490
42	Miles clearing and grubbing, at.....\$30 per acre.	15,120
3671	Yards first class Masonry, at.....\$12	44,052
400	Yards Brick Masonry, at.....\$12	4,800
100	Wooden Culverts or Sluices, at.....\$150	15,800
5470	Lineal feet Trestle Bridging less than 35 feet high, at \$12	65,640
1600	Do do more than 35 feet high, at \$15	24,000
1200	Truss Bridges Span of 150 feet, at.....\$30	36,000
120	Feet Swing Bridge, Welland Canal	3,600
73½	Miles superstructure Main Tract, at.....\$7500	551,250
7	Miles of siding, at.....\$9000	52,500
	Cattle Guards Road and Farm crossing, &c., &c.....	20,000
50,720	Rods Fencing, at.....\$1	50,720
	Depot Building, &c.....	40,000
	Locomotives and Cars	175,000
	Engineering, &c.....	100,000
1000	Acres land, at.....\$30	30,000
		\$ 1,688,972
	Add profits.....	305,172
		\$ 1,994,144

STATEMENT No. 2.

Estimate Cost of Work done by Zimmerman & Co., as paid to Sub-contractors to 31st October, 1854.

QUANTITY.	DESCRIPTION OF WORK.	AMOUNT.
		\$ cts.
258°	Acres of clearing, at\$25	6470.50
3185	Square Rods of grubbing, at\$1	3185.00
370,282	Cubic yards of excavation, at..... 20 cts.	74056.40
164,635	Feet B. M., in Trestle Bridges, at\$25	3786.60
243,181	Do Sluices, at..... \$18	4377.25
	Do Cattle guards
63,812	Ties delivered, at.....28 cts.	17867.36
7675	Lineal rods of post and board fence, at.....\$1	7675.00
69	Cubic yards rock excavations, at\$1	69.00
5640	Posts in Holes = 4102 rods, at50 cts.	2820.00
1291	Holes made.....	567.80
2839	Posts—delivered, at20 cts.
158	Rods of Posts set, at.....50 cts.	79.00
1723	Cubic yards excavations in foundation, at50 cts.	861.50
199,315	Feet B.M. Trestle Bridges framed not built \$18	3587.67
96,765	Do Sawn and counterhewn Timber, delivered, at \$10	967.65
56,658	Do Timber—delivered, at\$8	453.26
4754	Lineal feet Piles driven, at25 cts.	1188.50
36	Do do delivered, at12½ cts.	4.50
113	Fence Stakes, at 12½ cts.	14.12
		\$ 128031.11
	Currency£32,007 15 6	
	Estimated to Zimmerman & Co... 85,264 4 0	
	£53,256 8 6	
	10 per cent. retained 7,500 0 0	
	£45,756 8 6	

No. 3.

Copy of a letter from Mr. Benedict to Mr. Hodge, in regard to Station, &c.

Hamilton, Oct. 28th, 1843.

JOHN L. HODGE, Esq.,

MY DEAR SIR:

On our way down from Woodstock to-night, Mr. Farmer informed me that the depôt at Simcoe was fixed on the Farm of Mr. Davis, and that you had recommended it, and said that there was no other proper place for it in the vicinity of that Town, and in consequence of it Mr. DeBlaquiere and himself had purchased the farm. This is the first instance I have ever known of a depot being fixed without a consultation with the Chief Engineer, and before a line was located; but without reference to the selection, I am anxious to know how you can make it agree with the conversation we had together yesterday on that subject, when you expressly stated to me that the level grade directly in rear of Mr. Campbell's house on the opposite side of the pond was the proper place for it, and where it would accommodate the Town best; and why you recommended this location so far from the business centre of the Town, and why no mention was ever made of the conversation to me, even after I told you of the purchase of Mr. DeBlaquiere.

Yours truly,

ROWSSELL G. BENEDICT.

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ABSTRACT STATEMENT of Receipts and Expenditure of the Woodstock and Lake Erie Railway, and Port Dover Harbor Company.

| RECEIPTS.                                            | From 26th August, 1854, to 8th June, 1854, inclusive. |       | From 7th June, 1854, to August 17th 1855, inclusive. |       | TOTAL.     | EXPENDITURE.                          | From 26th August, 1854, to 6th June, 1854, inclusive. |       | From 7th June, 1854, to 17th August, 1855, inclusive. |       | TOTAL.       |
|------------------------------------------------------|-------------------------------------------------------|-------|------------------------------------------------------|-------|------------|---------------------------------------|-------------------------------------------------------|-------|-------------------------------------------------------|-------|--------------|
|                                                      | £                                                     | s. d. | £                                                    | s. d. |            |                                       | £                                                     | s. d. | £                                                     | s. d. |              |
| Municipal Loans .....                                | 45087                                                 | 10 0  | 99068                                                | 10 0  | 145051 0 0 | Right of Way.....                     | 17295                                                 | 15 0  | 8272                                                  | 6 6   | 25568 1 6    |
| Payments on Share Capital—650 Shares.                | 106                                                   | 5 0   | 168                                                  | 15 0  | 275 0 0    | PORT DOVER HARBOR.—                   |                                                       |       |                                                       |       |              |
| Tolls, Dues, Rents, &c., on Port Dover Harbour ..... | 797                                                   | 16 8  | 973                                                  | 18 8  | 1771 14 11 | Purchase and Repairs.....             | 5787                                                  | 1 9   | 2470                                                  | 12 11 | 8257 14 8    |
| Interest on Bank Account, &c.....                    | 39                                                    | 2 8   | 655                                                  | 19 10 | 695 2 6    | Engineering Expenses, &c.....         | 2928                                                  | 16 8  | 2870                                                  | 9 9   | 5899 6 5     |
|                                                      |                                                       |       |                                                      |       |            | Do do special, Col. Light .....       |                                                       |       | 1484                                                  | 0 0   | 1484 0 0     |
|                                                      |                                                       |       |                                                      |       |            | CONSTRUCTION ACCOUNT.—                |                                                       |       |                                                       |       |              |
|                                                      |                                                       |       |                                                      |       |            | Paid Contractors .....                | 22550                                                 | 11 2  | 29089                                                 | 2 0   | 51619 13 2   |
|                                                      |                                                       |       |                                                      |       |            | Do do on Account.....                 |                                                       |       | 40060                                                 | 10 4  | 40060 10 4   |
|                                                      |                                                       |       |                                                      |       |            | Office Furniture.....                 | 136                                                   | 5 11  | 17                                                    | 15 0  | 154 0 11     |
|                                                      |                                                       |       |                                                      |       |            | Salaries.....                         | 603                                                   | 14 6  | 958                                                   | 5 6   | 1567 0 0     |
|                                                      |                                                       |       |                                                      |       |            | Law Charges.....                      | 155                                                   | 5 0   | 551                                                   | 12 4  | 706 17 4     |
|                                                      |                                                       |       |                                                      |       |            | Discount.....                         | 364                                                   | 19 8  | 28                                                    | 8 1   | 393 2 4      |
|                                                      |                                                       |       |                                                      |       |            | Printing, Stationery and Advertising. | 162                                                   | 11 4  | 108                                                   | 17 5  | 271 8 9      |
|                                                      |                                                       |       |                                                      |       |            | Travelling and incidental Expenses .. | 586                                                   | 10 5  | 1204                                                  | 11 0  | 1791 1 5     |
|                                                      |                                                       |       |                                                      |       |            | Interest on Municipal Loans .....     |                                                       |       | 8612                                                  | 12 8  | 8612 12 8    |
|                                                      |                                                       |       |                                                      |       |            |                                       | £ 50161                                               | 11 0  | 95703                                                 | 18 6  | 145865 9 6   |
|                                                      |                                                       |       |                                                      |       |            | Balance Bank of Montreal.....         |                                                       |       | 1540                                                  | 5 1   |              |
|                                                      |                                                       |       |                                                      |       |            | Cash on hand.....                     |                                                       |       | 887                                                   | 2 10  | 1927 7 11    |
|                                                      |                                                       |       |                                                      |       |            |                                       |                                                       |       |                                                       |       | £147792 17 5 |

Certified to be correct,

Q. K. McKENDRICK, }  
Auditors.  
THOMAS S. SIMONS, }

Hamilton, 20th August, 1855.

**BALANCE SHEET REFERRED TO IN EVIDENCE OF MR. HODGE.**  
**STATEMENT of Receipts and Expenditure of the Woodstock and Lake Erie Rail**  
**way and Harbour Company.**

| RECEIPTS.                                                                                                                                             | £ s. d.     | £ s. d.     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| <b>MUNICIPAL LOANS.</b>                                                                                                                               |             |             |
| Town of Woodstock .....                                                                                                                               | 25000 0 0   |             |
| Township of Norwich .....                                                                                                                             | 50000 0 0   |             |
| Township of Windham .....                                                                                                                             | 25000 0 0   |             |
| Town of Simcoe .....                                                                                                                                  | 25000 0 0   |             |
| Township of Woodhouse .....                                                                                                                           | 20000 0 0   |             |
|                                                                                                                                                       |             | 145000 0 0  |
| Interest from Bank Deposits .....                                                                                                                     |             | 648 9 10    |
| Tolls, Port Dover Harbour to 31st October .....                                                                                                       | 1381 10 10  |             |
| Less Due Light House Keeper, do .....                                                                                                                 | 12 10 0     |             |
|                                                                                                                                                       |             | 1369 0 10   |
| Stock Calls Paid .....                                                                                                                                |             | 125 0 0     |
| <b>EXPENDITURE.</b>                                                                                                                                   |             |             |
|                                                                                                                                                       | £           | 147142 10 8 |
| <b>PORT DOVER HARBOUR.</b>                                                                                                                            |             |             |
| Paid Government .....                                                                                                                                 | 560 10 0    |             |
| Paid Purchase to White & Cotton .....                                                                                                                 | 5092 14 0   |             |
| Paid on account of new Works .....                                                                                                                    | 2380 1 9    |             |
|                                                                                                                                                       |             | 6033 5 9    |
| <b>CONTRACTORS.</b>                                                                                                                                   |             |             |
| Estimates to 1st November, 1854 .....                                                                                                                 | £85,264 4 0 |             |
| Deduct Percentage .....                                                                                                                               | 7,500 0 0   |             |
|                                                                                                                                                       | 77764 4 0   |             |
| Engineers Department .....                                                                                                                            | 6520 16 0   |             |
| Interest on Municipal Loan to 1st January, 1855, inclusive .....                                                                                      | 8603 1 0    |             |
|                                                                                                                                                       |             | 92888 1 0   |
| <b>RIGHT OF WAY.</b>                                                                                                                                  |             |             |
| Including 60 acres of Station Ground, Warehouse at Dover, &c. ....                                                                                    |             | 24983 17 0  |
| Law expenses .....                                                                                                                                    |             | 202 18 8    |
| Interest on advance account .....                                                                                                                     |             | 854 19 8    |
| Directors, attending meeting, including mileage .....                                                                                                 |             | 138 9 0     |
| Secretary and Treasurers' Office, Salaries .....                                                                                                      |             | 467 1 6     |
| Colonel Light's special payment .....                                                                                                                 |             | 1400 0 0    |
| Incidental, including preliminary, parliamentary and travelling expenses, Printing, Stationery, Advertising, Taxes, Office rents, Furniture, &c ..... |             | 1893 10 0   |
| Balance .....                                                                                                                                         |             | 16780 8 11  |
|                                                                                                                                                       | £           | 147142 10 8 |

Treasurer's Office,  
W. and L. E. Railway Company,  
Woodstock, 7th February, 1855.

**STATEMENT of Liabilities and Assets of the Woodstock and Lake Erie Railway  
and Harbour Company.**

| ASSETS.                                                                                             | £ s. d.   | £ s. d.      |
|-----------------------------------------------------------------------------------------------------|-----------|--------------|
| Balance.....                                                                                        |           | 16780 8 11   |
| Contractors Loan .....                                                                              |           | 12500 0 0    |
|                                                                                                     |           | £ 29280 8 11 |
| <b>LIABILITIES:</b>                                                                                 |           |              |
| <b>PORT DOVER HARBOUR.</b>                                                                          |           |              |
| Due Government.....                                                                                 | 6840 0 0  |              |
| Due Contractors on new Work.....                                                                    | 236 13 8  |              |
| Engineer's Department .....                                                                         |           | 7076 13 8    |
|                                                                                                     |           | 500 19 5     |
| <b>RIGHT OF WAY.</b>                                                                                |           |              |
| Woodstock.....                                                                                      | 1771 0 0  |              |
| East Oxford.....                                                                                    | 8 15 0    |              |
| Windham.....                                                                                        | 778 10 0  |              |
| Norwich.....                                                                                        | 419 17 6  |              |
| Woodhouse .....                                                                                     | 249 0 0   |              |
| Port Dover .....                                                                                    | 3721 10 0 |              |
| Law Expenses, including Title Deeds, Arbitration Expenses, Right of<br>Way, Contracts, &c., &c..... |           | 6948 12 6    |
| Directors Allowance to 1st January, 1855.....                                                       |           | 799 4 5      |
| Secretary and Treasurer's Office, Salaries.....                                                     |           | 47 10 0      |
| Incidental,—Balance due on the former account, as mentioned.....                                    |           | 316 5 6      |
| Total available Balance .....                                                                       |           | 592 17 6     |
|                                                                                                     |           | 12998 6 4    |
|                                                                                                     |           | £ 29280 8 11 |

Treasurer's Office,  
W. and Lake Erie Railway Company,  
Woodstock, 7th February, 1857.

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TORONTO:

PRINTED BY JOHN LOVELL, YONGE STREET.

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4