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- Additional comments / Commentaires supplémentaires:

Various pagings.

Sessional papers Nos. 12-13, 18, 20-21, 26, 28, 31, 33-34, 36, 38 & 41 not printed.

Part of Sessional papers Nos. 24, 32, 39, 42 & 43 not printed.

SESSIONAL PAPERS.

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VOLUME 8.

FIRST SESSION OF THE FOURTH PARLIAMENT

OF THE

DOMINION OF CANADA.

SESSION 1879.



VOLUME XII.

MacLean, Roger & Co., Parliamentary and Departmental Printers, Ottawa, Ont.

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LIST OF SESSIONAL PAPERS.

VOLUME XII.—SESSION 1879.

ARRANGED ALPHABETICALLY.

	No		No.
Accounts, Public.....	1	Esquimalt Graving Dock	46
Active Militia	68	Estimates, Public Service	1
Agricultural Report.....	9	Fees paid Counsel.	176
Alaska Boundary	131	Fishery Award	73
Amet Island Breakwater.....	132	Forsyth, W. F.	180
Banks	12	Fort Frances Lock	194
Baptisms, Marriages, &c	13	Fraser River Salmon Hatchery, B.C.....	41
Bar Iron, N.S. and N.B	48	General Election, Votes polled.....	88
Beauharnois Canal	60	Glendon, Steamer.	191
Bernatchez, Nazaire.....	31	Governor General's Commission.....	14
Berthier Wharf	154	Grants of Land	184
Bonded Warehouses	75	Green or Adam's Island	128
Bonds and Securities	34	Grosse Isle, Public Works.....	112
British Columbia, Graving Dock.....	143	Hamilton, City of, Appointments.....	117
do Imports.....	109	Hillsburg Post Office	38
do Indian Reserve.....	190	House of Commons, Appointments in	17
do Penitentiary.....	57	Imports and Exports	23
Campbell, W. D.	63	do by Provinces.....	77
Canada Central Railway Extension	72	Indian Agents, Manitoba	148
Canada Gazette.....	161	Indians Enfranchised	130
Canada Pacific Railway	43	Indian Land Claims	127
Canadian Vessels, Lake Michigan.....	89	Indians, Vaccination of.....	114
Canals, U. S., free navigation.....	64	Inland Revenue Report	6
do and Pacific Railway Expenditure	30	do and Customs, Toronto.....	159
do Welland & St. Lawrence, oak supply.....	173	Insurance Statements.....	11
Capes, Tormentine and Traverse.....	144	Intercolonial Railway	42
Cardinal, Regis	82	do Freight Rates	113
Caron, Clovis, Fishery Overseer	102	Interior Report	7
Carillon, Dam and Locks.....	175	Iron Rails	169
Cascumpec Harbor.....	58	Joint Stock Companies (Roads).....	26
Cattle Trade	53	Jordan Bay Breakwater	56
Centennial Exhibition, Philadelphia.....	152	Kaministiquia River, Dredging of	186
Chenal, DuMoine, Piers.....	121	do Prince Arthur's Landing.....	122
Clark, W. R., Esq	62	Ketchum, Mr., Correspondence	96
Collingwood Harbor.....	76	do Inspector's Report	97
Columbia, Fisheries	110	Kincardine Harbor Works.....	196
Common Pleas, Court of. Ont.....	51	Lachine Canal Employés	55
Cornwall Canal, Hydraulic Leases.....	61	Lady Head, Steamer	123
Cox, Mr	141	L'Assomption River Deepening	206
Cow Bay Breakwater	21	do Bridge	126
Customs and Excise Duties	78	Langelier, Chas.....	107
Custom Duties on Salt, &c.....	157	Layton, Richard	87
Custom House, Montreal	28	Lesueur, Mr.....	179
Deschamps, Antoine.....	135	Letter, Private, Post Office Department	92
Dominion Railway Employés.....	195	Letellier, The Hon. Luc	19
Drawback, Canadian Goods	200	Levesque, S.	183
Drummondville, Wendover & Simpson, Mails.....	93	Library of Parliament.....	10
Dusseau, J. B.....	168		
Ella G. McLeaa, Schooner.....	134		
Engineers Licensed, Canada.....	158		

	No.		No.
Lighthouses, River St. Lawrence, Oils.....	162	Rideau Canal, Damages.....	167
Loan, Recent, London.....	29	Rimouski, Harbor of Refuge.....	99
Louthead, Samuel.....	149	Kimouski Wharf.....	45
Mackerel Seining.....	49	Rivière du Loup Pier.....	91
Manitoba.....	44	do Freight.....	125
Marine and Fisheries Report.....	3	Rivière du Loup Branch, Grand Trunk Rail- way.....	192
Maritime Court, Ontario.....	172	River St. Lawrence Harbors.....	142
Mason, William.....	145	River Trent.....	35
Matane and River Blanche.....	198	River St. John, N.B., Bridges.....	138
McClary, Peter.....	70	Robertson, William.....	74
Mercantile Marine, Canada.....	100	Rondeau Harbor.....	171
Mercier, P. A., & E. H.....	47	Ross <i>et al</i> , Quebec.....	40
Militia Report.....	5	Royal Instructions.....	181
do Active.....	68 & 90	Ryland, Mr.....	165
Miramichi, Marine Hospital.....	146	Salmon Hatchery, B.C.....	41
Mitchell & Co., Supplies.....	156	Sarah E. Bryant, Steam Tug.....	124
Montmagny Basin.....	36	Saugen River Lighthouse.....	138
Morpeth Harbor.....	83	Sault St. Marie Railway.....	163
Mounted Police, North-West.....	188	Secretary of State, Report.....	52
National Investment Co.....	67	Selkirk, Electoral District of.....	185
Navigation School, Quebec.....	69	Simpson, George B., and Sherwood, W. H.....	136
New Brunswick Claims.....	98	Special Warrants.....	16
Northern Light, Steamboat.....	160	Spirits and Tobacco.....	120
North River and St. Andrews.....	111	Souris, Wharf at.....	33
North-West Mounted Police.....	188	Statutes of Canada.....	20
do Territories, Ordinances.....	86	Statute Labor.....	65
Office, Dismissals from.....	71	Steam Navigation Company, P.E.I.....	94
Official Assignees, Quebec.....	115	St. Fabien Post Office, Change in.....	178
Official Debates.....	18	do do Contract, Mails.....	182
Old Pic Harbor.....	105	St. John and St. Francis Rivers, Bridging.....	66
Pacific Railway.....	43	St. Vincent de Paul Penitentiary.....	103
Patterson, Mr.....	37	Superannuation, Civil Service.....	22
Peck, Thomas.....	199	Supreme Court and Court of Exchequer.....	81
Penitentiaries Report.....	27	Talbot, Achille.....	150
Penitentiary, St. John.....	79	Tariff Despatch.....	155
Pietou and Truro Railway.....	174	Taschereau, Thos.....	80
Pilots' Fund.....	137	Tea, Sugar, &c.....	54
Postmaster-General's Report.....	4	Tenders, Public Works.....	164
Postmaster, Toronto.....	177	Tidal Harbor, Quebec.....	101
Presqu' Isle Bay Lighthouse.....	140	Tins, Duty on.....	84
do Peninsula Free Grant.....	147	Tobacco, Canadian.....	39
Prince Arthur's Landing and Kaministiquia.....	122	Trade and Navigation Returns.....	2
do do Harbor.....	197	Unforeseen Expenses.....	15
Prince Edward Island, Civil Service.....	108	Vaccination, Indians.....	129
Prittie, R. W.....	95	Veterans, 1812-15.....	116
Public Accounts.....	1	Votes Polled, General Elections.....	88
Public Service of Canada.....	189	Weights and Measures.....	24
Public Works, Report.....	8	Welland Canal.....	32
do Tenders.....	164	Western Departmental Building.....	166
Public Property, Transfer of.....	119	Wilkins, Judge.....	151
Purdy, Capt.....	50	Windsor and Annapolis Railway.....	193
Quartz Mining Machinery, B.C.....	85	Wood, Hon. Chief Justice.....	118
Quebec, Repairing Wall.....	170	Wrecking and Coasting.....	153
Railway Statistics of Canada.....	187	Yamaska River.....	59
Receipts and Expenditure.....	25	Yarwood, C. St. George.....	104
Richard, Mr.....	139		

LIST OF SESSIONAL PAPERS.

ARRANGED NUMERICALLY AND IN VOLUMES.

CONTENTS OF VOLUME No. 1.

- No. 1 ... PUBLIC ACCOUNTS OF THE DOMINION OF CANADA :—For the fiscal year ended 30th June, 1878.
ESTIMATES :—Of sums required for the service of the Dominion, for the year ending 30th June, 1880.
- SUPPLEMENTARY ESTIMATES of sums required for the service of the Dominion for the year ending 30th June, 1879.
- SUPPLEMENTARY ESTIMATES of sums required for the service of the Dominion for the year ending 30th June, 1880.
- ADDITIONAL SUPPLEMENTARY ESTIMATES of the amounts required for the service of Canada for the year ending 30th June, 1880.

CONTENTS OF VOLUME No. 2.

- No. 2.... TRADE AND NAVIGATION :—Tables of the Trade and Navigation of the Dominion of Canada, for the fiscal year ending 30th June, 1878.

CONTENTS OF VOLUME No. 3.

- No. 3.... MARINE AND FISHERIES :—Eleventh Annual Report of Department of, for the fiscal year ended 30th June, 1878.
- SUPPLEMENT No. 1 :—List of Lights on the Coasts, Rivers and Lakes, of the Dominion of Canada, on the 31st December, 1878.

CONTENTS OF VOLUME No. 4.

- MARINE AND FISHERIES—SUPPLEMENT No. 2 :—Report of the Chairman of the Boards of Steamboat Inspection, Examination of Masters and Mates, &c., for the calendar year ended 31st December, 1878.
- SUPPLEMENT No. 3 :—Meteorological Report. Order for printing cancelled by the Department. (*Not printed.*)
- SUPPLEMENT No. 4 :—Report of the Commissioner of Fisheries, for the year ending 31st December, 1878.

CONTENTS OF VOLUME No. 5.

- No. 4.... POSTMASTER GENERAL :—Report of, for the year ended 30th June, 1878.
- No. 5.... MILITIA :—Report on the State of the Militia of the Dominion of Canada, for the year 1878.

CONTENTS OF VOLUME No. 6.

- No. 6.... INLAND REVENUE:—Report, Returns and Statistics of the Inland Revenues of the Dominion of Canada, for the fiscal year ended 30th June, 1878.
- SUPPLEMENT No. 1:—Canal Statistics, for the lease of navigation of 1878.
- SUPPLEMENT No. 2:—Weights and Measures, 1878.
- SUPPLEMENT No. 3:—Report on Adulteration of Food for 1878.
- No. 7.... INTERIOR:—Report of the Department of the Interior, for the year ended 30th June, 1878.

CONTENTS OF VOLUME No. 7.

- No. 8.... PUBLIC WORKS:—General Report of the Minister of, for the fiscal year ended 30th June, 1878.
- No. 9.... AGRICULTURE:—Report of the Minister of Agriculture for the Dominion of Canada, for the calendar year, 1878.
- No. 10.. LIBRARY OF PARLIAMENT:—Report of the Librarian on the state of.
- No. 11. INSURANCE:—Statements of Fire and Marine Insurance Companies in Canada, for the year 1878.

CONTENTS OF VOLUME No. 8.

- No. 12.. BANKS:—List of Shareholders of the several Banks of the Dominion of Canada. (*Not printed.*)
- No. 13.. BAPTISMS, MARRIAGES AND BURIALS:—General Statement of, for certain Districts in the Province of Quebec, for the year 1878. (*Not printed.*)
- No. 14.. GOVERNOR GENERAL'S COMMISSION:—Letters-Patent constituting the Office of Governor General of the Dominion of Canada, and of the Royal Instructions accompanying the same.
- No. 15.. UNFORESEEN EXPENSES:—Statement of payments made and charged to Unforeseen Expenses, under the authority of Order in Council, from the 1st July, 1878, to date, in accordance with the Act 41 Vic., Cap. 4, Schedule B.
- No. 16.. SPECIAL WARRANTS:—Statement of Special Warrants signed by the Governor General, together with the expenditure incurred thereon, during that part of the fiscal year ending 13th February, instant, as required by the Act 41 Vic., Cap. 7, Section 32, Sub-section 4.
- No. 17.. HOUSE OF COMMONS, APPOINTMENTS IN:—Return to Order; Correspondence between the Clerk and the late Speaker of this House, respecting appointments to vacancies in the Service of the House of Commons, since last Session of Parliament.
- No. 18.. OFFICIAL DEBATES:—Return to Order; Notices asking for tenders for reporting and publishing the Official Debates of this House, together with copies of all tenders received, &c. (*Not printed.*)
- No. 19.. LETELLIER, THE HONORABLE LUC:—Return to Address; Pétition addressed to the Governor in Council, by the Hon. Messrs. Chapleau, Church and Angers, praying for the dismissal of His Honor Luc Letellier, Lieutenant-Governor of the Province of Quebec.
- No. 20.. STATUTES:—Statutory Return, in accordance with the Act 31 Vic., Cap. 1, Section 14, of the distribution of the Statutes from the 1st February, 1878, to the 1st February, 1879. (*Not printed.*)
- No. 21.. COW BAY BREAKWATER:—Return to Order; Expenditure in detail, of money expended on the Breakwater at Cow Bay, for the year 1877. (*Not printed.*)

- No. 22. SUPERANNUATION :—Statement of allowances and gratuities under the Act 33 Vict., Cap. 4.
- No. 23. IMPORTS AND EXPORTS :—Return to Order; For the Imports into, and Exports from the Dominion of Canada during the six months ending the 1st day of January, 1879.
- No. 24. WEIGHTS AND MEASURES, STANDARD :—Return to Order; Shewing the total cost of the Standard Weights and Measures, purchased for the purposes of the "Act relating to Weights and Measures," &c.
- No. 24a. Return to Address; All Orders in Council made under and by virtue of the Act 36 Vict., Cap. 47 (respecting Weights and Measures), and the Act amending the same, between the 1st July, 1873, and the 27th February, 1879, and all correspondence, &c. (*Not printed.*)
- No. 24b. Return to Order; Correspondence in connection with the suspending of J. J. Spettique, Inspector of Weights and Measures, for the City of London, and the East Riding, Middlesex. (*Not printed.*)
- No. 24c. Return to Order; Correspondence which has passed between the Inspector of Weights and Measures for the United Counties of Drummond and Arthabaska and the Government. (*Not printed.*)
- No. 25. RECEIPTS AND EXPENDITURE :—Return to Order; Detailed statement of Receipts and Expenditure during the seven months ending on the 1st February, 1879.
- No. 25a. Return to Order; Shewing the receipts generally during the twenty days from the 1st to the 20th day of February of the present year.
- No. 26. JOINT STOCK COMPANIES, &c. :—Correspondence between the Lieutenant-Governor of Quebec and the Secretary of State, in 1877, in relation to a Bill intitled: "An Act to provide for the formation of Joint Stock Companies for the maintenance of roads and the destruction of weeds." (*Not printed.*)
- No. 27. PENITENTIARIES :—Report of the Minister of Justice on, for the year ended, 30th June, 1878.
- No. 28. CUSTOM HOUSE, MONTREAL :—Return to Order; Statement giving a complete list of all the permanent, supernumerary and temporary employés appointed to the Custom House of Montreal since the 1st July, 1877. (*Not printed.*)
- No. 29. LOAN :—Return to Order; Prospectus of the loan recently effected in London; and the amount of the commission paid thereon, and to whom paid, &c.
- No. 30. CANALS AND PACIFIC RAILWAY, AMOUNTS EXPENDED ON :—Return to Order; Shewing total amount expended up to the 1st day of January, 1879, on the enlargement of the Welland Canal; on the Lachine Canal; on the Pacific Railway and the Survey thereof; on the Section of the Pacific Railway extending from Thunder Bay to Selkirk; and also a Statement of the sums further required from the 1st January, 1879, to complete the said works.
- No. 31. BERNATCHEZ, NAZAIRE :—Return to Order; Contract made between the late Government and Nazaire Bernatchez, Esq., of the Village of Montmagny, in the matter of the transport from Quebec to Grosse Isle, and from Grosse Isle to Quebec, of emigrants, mails, provisions, &c. (*Not printed.*)
- No. 32. WELLAND CANAL :—Return to Order; Shewing number of days during which one James A. McMahon, a clerk in the Paymaster's Office of the Welland Canal, was absent from duty during the years 1877 and 1878, and the number of days for which he received pay from the Department of Public Works, &c. (*Not printed.*)
- No. 32a. Return to Order; Correspondence in connection with the dismissal of John B. Smith from the office of Deputy Superintendent of the southern section of the Welland Canal, and report of the Superintendent. (*Not printed.*)
- No. 32b. Return to Order; Statement of damage caused by the break on the lower level of the Welland Canal in September, 1878; the amount required to make good the damage, &c. (*Not printed.*)
- No. 32c. Return to Order; Shewing the names of all persons from whom supplies for the old Welland Canal have been purchased, from the 4th of November, 1873, to the 10th of January, 1879. (*Not printed.*)

- No. 32d.. WELLAND CANAL :—Return to Order ; Giving the names of all the permanent employés engaged in the working and Management of the old Welland Canal, and their salaries and allowances.
- No. 32e.. Return to Order ; Instructions furnished land valutors before entering on their duties in valuing land damages in the Counties of Haldimand and Monck, on the upper level of the Welland Canal ; also, all Reports made by said valutors to the Government. (*Not printed.*)
- No. 32f.. Return to Order ; Reports by the Superintendent, Welland Canal, as to the damages to Lock No. 21 on the Welland Canal, in the year 1874, by the schooner "Louise."
- No. 32g.. Return to Address ; Correspondence between the Government and the County Council, of the County of Welland, about the claims of the Government against the said County for marsh lands. (*Not printed.*)
- No. 33. SOURIS, WHARF AT :—Return to Order ; Copies of all tenders received for the construction of the railway extension and wharf at Souris. (*Not printed.*)
- No. 33a.. Return to Order ; Copies of all Tenders received in connection with the construction of the Breakwater at Souris, P. E. Island. (*Not printed.*)
- No. 34. BONDS AND SECURITIES :—Statement of all Bonds and Securities registered in the Department of the Secretary of State. (*Not printed.*)
- No. 35. RIVER TRENT, &c. :—Return to Address ; Orders in Council relating to the transfer by the Dominion to the Ontario Government of the River Trent and Newcastle District and Navigation and Canal Works.
- No. 35a.. Memorandum from the Hon. Hector L. Langevin, Minister of Public Works, dated Ottawa, 4th February, 1870, submitting that the dams, slides, booms, &c., which had been constructed on a proposed line of navigation following the River Trent, &c., had become the property of the Dominion of Canada by the "British North America Act, 1867."
- No. 36. MONTMAGNY BASIN :—Return to Order ; Number of engineers and employés engaged in making, in August and September last, an exploration and survey of the Basin of Montmagny, &c., and the River St. Lawrence, with a view of deepening the same. (*Not printed.*)
- No. 37. PATTESON, MR., POSTMASTER, TORONTO :—Return to Address ; Order in Council, under and by which the late Postmaster of the City of Toronto was superannuated ; and also, all correspondence respecting the appointment of Mr. Patteson to the said office.
- No. 38. HILLSBURG POST OFFICE :—Return to Order ; Correspondence in possession of the Government, in relation to the Hillsburg Post Office. (*Not printed.*)
- No. 39. CANADIAN TOBACCO :—Return to Order ; Statement shewing the Revenue collected on the sale of Canadian Tobacco, and the cost of collecting the duty thereon, from 1873 to the 1st January, 1879.
- No. 39a.. Return to Order ; Statement shewing the quantity of Canadian tobacco seized by the officers of the Inland Revenue Department, Montreal, during the years 1874, 1875, 1876, 1877 and 1878. (*Not printed.*)
- No. 40. ROSS *et al* QUEBEC :—Return to Address ; Petition of Messrs. Ross and others, of Quebec and Lévis, proprietors and builders of ships and steamboats, in relation to the registration in Canada of American vessels.
- No. 41. FRASER RIVER SALMON HATCHERY, B.C. :—Return to Order ; Correspondence since May, 1877, relative to establishing a Salmon Hatchery on Frazer River, British Columbia. (*Not printed.*)
- No. 42. INTERCOLONIAL RAILWAY :—Return to Order ; For a Statement of moneys due by certain persons, residents of the County of Rimouski, since 1st August, 1878, for the carriage, during the last General Elections, on the Intercolonial Railway, of supporters and agents of the candidate in favor of the Administration of the day.
- No. 42a.. Return to Order ; Shewing the monthly receipts from that portion of the Intercolonial Railway between River du Loup and Halifax, for the two years ending December 31st, 1878, with Statement of the actual working expenses. (*Not printed.*)

- No. 42b.. INTERCOLONIAL RAILWAY :—Return to Order; Papers in connection with the purchase of Deal ends and other refuse lumber in the County of Northumberland, N.B., from 1st January, 1873, to 1st January, 1879, for the use of the Intercolonial Railway. (*Not printed.*)
- No. 42c.. Return to Order; Statement shewing the names of the parties who tendered for the last contract for Sleepers on the Intercolonial Railway. (*Not printed.*)
- No. 42d.. Return to Address; Correspondence in reference to the sale of certain buildings and outbuildings on the bank of the Metapedia River, on the Intercolonial Railway Line. (*Not printed.*)
- No. 42e.. Return to Order; Statement shewing the names and number of persons who tendered, in the County of Rimouski, for the furnishing of 1,000 cords and over of wood for the Intercolonial Railway, during the last General Elections. (*Not printed.*)
- No. 42f.. Return to Order; Statement shewing the number of men employed on the Intercolonial Railway in the County of Rimouski, on the 1st August last and from the 1st August last to the 25th September. (*Not printed.*)
- No. 42g.. Return to Order; Correspondence in respect to the dismissal or resignation of Mr. E. O. Stark, Station Agent, Springhill. (*Not printed.*)
- No. 42h.. Return to Order; Statement of all persons employed on the Intercolonial Railway, on 13th December, 1878. (*Not printed.*)
- No. 42i.. Return to Address; Papers relating to the disputed claims of Messrs. Murray & Co., Contractors on the Intercolonial Railway.
- No. 42j.. Return to Order; Return in detail of the fund known as the Intercolonial Railway Employés Insurance Fund. (*Not printed.*)
- No. 42k.. Return to Order; Statement of damages to cattle and goods on the Intercolonial Railway paid during 1878. (*Not printed.*)
- No. 42l.. Return to Order; Correspondence with Henry Clarke, of Truro, in reference to claim for property destroyed by officers, Intercolonial Railway. (*Not printed.*)
- No. 42m.. Return to Order; Complaints against L. O. Bouchard, Station Master at St. Simon Station, Intercolonial Railway. (*Not printed.*)
- No. 43.. CANADA PACIFIC RAILWAY :—Articles of Agreement between Heney, Charlebois and Flood, and Her Majesty Queen Victoria, to do the excavation, etc., of Georgian Bay Branch of the Canadian Pacific Railway, from Station O, South River, to French River, 50 miles (37th Contract). (*Not printed.*)
- No. 43a.. Articles of Agreement between Kavanagh, Murphy and Upper, and Her Majesty Queen Victoria, to do the excavation, etc., of part of Pembina Branch, between St. Boniface and Emerson, Canadian Pacific Railway (33rd Contract). (*Not printed.*)
- No. 43b.. Agreement by Joseph Whitehead (13th September, 1878), to make embankments on Sifton, Ward & Co's. Contract (No. 14), Canadian Pacific Railway, at a less cost to Government than per Contract of Sifton, Ward & Co., No. 4572, accepted by the Minister of Public Works, 8th October, 1878; and further Agreement by Joseph Whitehead. (*Not printed.*)
- No. 43c.. Articles of Agreement between Gouin, Murphy and Upper, and Her Majesty Queen Victoria, to build a ten-stall Engine-house on the Station ground at Selkirk, Manitoba, on the Pembina Branch of the Canadian Pacific Railway (40th Contract). (*Not printed.*)
- No. 43d.. Agreement (3rd August, 1878), respecting running powers over the Pembina Branch of the Canadian Pacific Railway, with George Stephen (No 5696.) (*Not printed.*)
- No. 43e.. Return to Order; Letters of instructions for the removal of Steel Rails from Nanaimo and Esquimalt to Frazer River, B.C., and the cost. (*Not printed.*)

- No. 43f. CANADA PACIFIC RAILWAY:—Return to Order: Reports of Engineers and others made since the 1st of October last, respecting the route or construction of any part of the Pacific Railway, and the removal of rails from Vancouver Island to Yale.
- No. 43g. Return to Order; Reports of Engineers and others, respecting the line of the Canadian Pacific Railway from Esquimalt to Nanaimo, which was made in 1875. (*Not printed.*)
- No. 43h. Articles of Agreement between Frazer, Manning & Co., and Her Majesty Queen Victoria, to do the excavation, etc., from Eagle River to Keewatin, 67 miles, on the line of the Canadian Pacific Railway (B).
Articles of Agreement between Thomas Marks, John Ginty, P. Purcell and H. Ryan, and Her Majesty Queen Victoria, to do the excavation, etc., from English River to Eagle River, 118 miles, on the line of the Canadian Pacific Railway (A).
Schedules of Tenders for contracts, Canadian Pacific Railway, viz.:—Schedule A, from English River to Eagle River, 118 miles; Schedule B, from Eagle River to Keewatin, 67 miles, and Schedule C, from English River to Keewatin, 185 miles.
- No. 43i. Return to Address; Correspondence relating to the removal of the Railway Office from Victoria to New Westminster; also, the cost of repairing and fitting up the old Government House at New Westminster as a Railway Office. (*Not printed.*)
- No. 43j. Return to Order; Statement of all moneys paid up to the 1st March, 1879, on the Pembina Branch Extension; the part from Fort William to Sunshine Creek; from Sunshine Creek to English River; from Rat Portage to Cross Lake, and the expenditure at Thunder Bay; and the expenditure on the Fort Frances Canal. (*Not printed.*)
- No. 43k. Return to Address; Order in Council passed in June, 1876, locating the line of the Canada Pacific Railway between Thunder Bay and a point at or near Fort George, in British Columbia; also between Yellowhead Pass and Burrard Inlet.
- No. 43l. Return to Order; Tenders containing schedules of quantities and prices at the letting of Contracts Nos. 13, 14, 15 and 25, Canadian Pacific Railway.

CONTENTS OF VOLUME No. 9.

- No. 43m. Communication from Sandford Fleming, Esq., 1st February, 1879, accompanied by Tenders for the construction of works from English River to Eagle River, 118 miles,—from Eagle River to Keewatin, 67 miles,—from English River to Keewatin, 185 miles,—and letter from Marcus Smith to Sandford Fleming, Esq., in relation thereto, dated the 31st January, 1879.
Further communication from Sandford Fleming, Esq., of the 12th February, 1879, in reference to his Report of the 1st February, 1879, on the Tenders received for constructing the Sections of the Canadian Pacific Railway, between English River and Keewatin.
- No. 43n. Report addressed to the Hon. the Minister of Public Works, Canada, by Sandford Fleming, Esq., C M G., Engineer-in-Chief, respecting the Canadian Pacific Railway, 1879.
- No. 43o. Agreement between Joseph Upper & Co. and Her Majesty the Queen to equip and work the Pembina Branch of the Canadian Pacific Railway, in lieu of Government, under agreement of 3rd August, 1878, of Geo. Stephen and St. Paul and Pacific Railway Company. (*Not printed.*)
- No. 44. MANITOBA:—Statement of the number of immigrants who have come to Manitoba under the auspices of the Immigration Agents during 1878. (*Not printed.*)
- No. 44a. Return to Order; List of Patents issued in the various Parishes of the Province of Manitoba, for lands in the settlement belt. (*Not printed.*)
- No. 44b. Return to Address; Order in Council by which certain lots of land on the Red River, in Manitoba, were reserved for settlement. (*Not printed.*)

- No. 44c. MANITOBA :—Return to Order; Statement shewing the number of Leases granted by the Government to cut timber on the Public Land of the Dominion within the settlement belt on the Red River, Manitoba. (*Not printed.*)
- No. 44d. Message transmitting certain papers having reference to the financial position of the Province of Manitoba.
- No. 45. RIMOUSKI, WHARF AT :—Return to Order; Report of the Engineers respecting the improvements required to the wharf at Rimouski, to render it more convenient for the landing of the English mails, &c. (*Not printed.*)
- No. 46. ESQUIMALT GRAVING DOCK :—Return to Address; Correspondence respecting the offer of the Government of British Columbia in 1878, "to grant to the Admiralty, the site, plant and material on hand, and work already done" of the proposed Esquimalt Graving Dock.
- No. 47. MERCIER, PIERRE ALEXIS & E. H. :—Return to Order; Statement shewing the number of days during which Pierre Alexis Mercier, an officer of the Customs Department at Montreal, absented himself during the year 1878, with or without leave of absence. (*Not printed.*)
- No. 47a. Return to Order; Statement shewing the number of days during which Edward H. Mercier, an officer of Her Majesty Customs, and a Landing Waiter at the Port of Montreal, absented himself during the year 1878, with or without leave of absence. (*Not printed.*)
- No. 48. BAR IRON, N.S. & N.B. :—Return to Order; Return shewing the number of tons of bar iron imported into Nova Scotia and New Brunswick, for the year ended 31st December, 1878; and value for duty. (*Not printed.*)
- No. 49. MACKEREL :—Return to Order; Correspondence relating to the practice of mackerel seining in the waters of the Gulf of St. Lawrence. (*Not printed.*)
- No. 50. PURDY, CAPTAIN :—Return to Order; Correspondence referring to the dismissal of Captain Purdy from the command of the Government Steamer *Newfield*.
- No. 51. COMMON PLEAS, ONTARIO, COURT OF :—General Rules made by the Court of Common Pleas for Ontario, under the Act of the Dominion of Canada, intitled, "The Dominion Controverted Elections Act, 1874." (*Not printed.*)
- No. 52. SECRETARY OF STATE FOR CANADA :—Report of, for the year ended 31st December, 1878.
- No. 53. CATTLE TRADE :—Return to Address :—Correspondence between the Government of Canada and Her Majesty's Imperial Government and the Government of the United States, on the subject of the importation into Great Britain of cattle from America.
- No. 54. TEA, SUGAR, &c., DUTY ON :—Return to Order; Amount of duty paid during the month of February, 1879, on the articles of tea, sugar, wines, cottons and spirits, respectively. (*Not printed.*)
- No. 55. LACHINE CANAL, EMPLOYÉS :—Return to Order; Statement giving the names of all persons now permanently or temporarily employed on the Lachine Canal. (*Not printed.*)
- No. 56. JORDAN BAY BREAKWATER :—Return to Order; Tenders received for the erection of the Breakwater at Jordan Bay, in the County of Shelburne. (*Not printed.*)
- No. 57. BRITISH COLUMBIA PENITENTIARY :—Return to Address; Report made by the Deputy Adjutant-General in British Columbia, complaining of the Warden of the Penitentiary in that Province. (*Not printed.*)
- No. 58. CASCOMPEC HARBOR :—Return to Order; Engineers' Plans and Reports, relating to the improvement of Cascumpec Harbor. (*Not printed.*)
- No. 59. YAMASKA RIVER :—Return to Address; Reports of Engineers, during the year 1878, respecting the improvement of navigation on the River Yamaska. (*Not printed.*)
- No. 60. BEAUHARNOIS CANAL, EMPLOYÉS :—Return to Order; Shewing the number of persons employed on the Beauharnois Canal and the number dismissed or pensioned since the 5th November, 1873. (*Not printed.*)
- No. 61. CORNWALL CANAL, HYDRAULIC LEASES :—Return to Order; Return of all Hydraulic Leases on the Cornwall Canal. (*Not printed.*)

- No. 62... CLARK, W. R. Esq. :—Confidential Memorandum from W. F. Whitcher to the Hon. J. C. Pope, Minister of Marine and Fisheries, on account filed by W. R. Clark, Esq., of Boston, U.S., for services in connection with the Fisheries Commission. (*Not printed.*)
- No. 62a... Return to Address; Correspondence relating to the payment of \$10,000 to W. R. Clark, for alleged services rendered to the Canadian Government in connection with the Halifax Fishery Commission. (*Not printed.*)
- No. 63... CAMPBELL, W. D. :—Return to Order; Copies of the lease of the rivers of the Seigniory of Bic, in the County of Rimouski, granted to W. D. Campbell, Esquire, Notary, of Quebec. (*Not printed.*)
- No. 64... CANALS, U. S., FREE NAVIGATION OF :—Return to Address; Correspondence subsequent to a Return made on the 5th of April, 1876, respecting the action taken in denying to Canadians the free navigation of the United States or State Canals and the Hudson River.
- No. 65... STATUTE LABOR :—Return to Address; Correspondence between the Dominion Government and that of the Province of Quebec, respecting the adjustment of certain statute labor (*droits de corvée*) in the Parishes of St. Fabien, &c., during the last General Elections. (*Not printed.*)
- No. 66... ST. JOHN AND ST. FRANCIS RIVERS, BRIDGING OF :—Resolutions of the Legislature of the State of Maine, in relation to the navigation and bridging of the Rivers St. John and St. Francis, where said rivers are the line of boundary between the said United States and the Dominion of Canada. (*Not printed.*)
- No. 67... NATIONAL INVESTMENT COMPANY OF CANADA :—Annual Report of, to 31st December, 1878. (*Not printed.*)
- No. 68... ACTIVE MILITIA, MILITARY DISTRICT NO. 5 :—Return to Order; Statement shewing the names of the officers, non-commissioned officers and men, forming No. 1 Company of the 21st Battalion of the Active Militia in Military District No. 5. (*Not printed.*)
- No. 69... NAVIGATION, SCHOOL OF, QUEBEC :—Return to Address; Correspondence since 1872, between the Dominion Government of the Province of Quebec, in relation to a school of navigation at Quebec. (*Not printed.*)
- No. 70... McCLARY, PETER :—Return to Order; Correspondence which led to the superannuation of Peter McClary, Collector of Inland Revenue, for the City of London, and East Riding of Middlesex. (*Not printed.*)
- No. 71... OFFICE, DISMISSALS FROM :—Return to Address; Correspondence between His Excellency Lord Dufferin and the Members of the late Administration on dismissal from office of those appointed in October and November, 1873; and also, appointments made between 17th September and 10th October, 1878. (*Not printed.*)
- No. 72... CANADA CENTRAL RAILWAY EXTENSION :—Return to Address; All contracts or agreements for the extension of the Canada Central Railway, since the 1st day of January, 1878; also, for the construction of the Georgian Bay Branch Railway. (*Not printed.*)
- No. 73... FISHERY AWARD, APPROPRIATION :—Return to Address; Correspondence addressed by the Local Governments to the Dominion Government, upon the question of the appropriation of the Fishery Award.
- No. 73a... Return to Address; Correspondence which has passed between the Local Government of Prince Edward Island and the Government of the Dominion, having reference to the award of the Fishery Commission or to the disposal thereof.
- No. 74... ROBERTSON, WILLIAM :—Return to Order; Correspondence relating to the dismissal or replacement of William Robertson, Clerk of Works and Inspector under the contract for building the Penitentiary, Dorchester, N.B. (*Not printed.*)
- No. 75... BONDED WAREHOUSES :—Return to Order; Return of all Merchandise remaining in the Bonded Warehouses, by Provinces, on the 31st December, 1878; also, from the 1st January to the 31st March, 1879. (*Not printed.*)
- No. 76... COLLINGWOOD, HARBOR OF :—Return to Order; Statement shewing the amount expended on the Harbor of Collingwood during the season of 1878. (*Not printed.*)

- No. 77... **IMPORTS AND EXPORTS**:—Return to Order; Return of all Imports and Exports, by Provinces, for the six months ending 31st December, 1878; also for the months of January and February, 1879. (*Not printed.*)
- No. 78... **CUSTOMS AND EXCISE DUTIES**:—Return to Order; Return of the sum paid on account of Customs and Excise Duties during the month of February, 1879. (*Not printed.*)
- No. 79... **PENITENTIARY, ST. JOHN**:—Return to Address; Correspondence relating to the claim of the City and County of St. John, to send prisoners under sentence for less than two years to the St. John Penitentiary.
- No. 80... **TASCHEREAU, THOMAS**:—Return to Address; Correspondence between the late Administration and the Honorable Jean Thomas Taschereau, late Judge of the Supreme Court, respecting his superannuation, &c. (*Not printed.*)
- No. 81... **SUPREME COURT AND COURT OF EXCHEQUER**:—Return to Address; Statement shewing the number of judgments rendered by the Supreme Court and the Court of Exchequer of Canada, and the number of employes of the said Courts.
- No. 82... **CARDINAL, REGIS**:—Return to Order; Correspondence relating to the recent dismissal of Regis Cardinal, heretofore an employe of the Inland Revenue Department. (*Not printed.*)
- No. 83... **MORPETH HARBOR**:—Return to Address; Correspondence relating to the construction of a Harbor at or near Morpeth, in the Electoral District of Bothwell, Ontario.
- No. 84... **TIN CANS, DUTY ON**:—Return to Address; Correspondence relating to the duty imposed by the Government of the United States on Tin Cans containing Lobsters, &c. (*Not printed.*)
- No. 85... **QUARTZ MINING MACHINERY, B.C.**:—Return to Order; Letters and telegrams received by the Minister of Customs, during the year 1878, from parties in British Columbia, in regard to the admission during that year into the said Province of Machinery for Quartz Mining, on the condition of security being given that the duties thereon would be paid within twelve months. (*Not printed.*)
- No. 86... **NORTH-WEST TERRITORIES**:—Ordinances passed by the Lieutenant-Governor and Council of the North-West Territories, on the 2nd August, 1878.
- No. 87... **LAYTON, RICHARD**:—Return to Address; Correspondence with the Government relative to the appointing of Mr. Richard Layton as Warden of the Penitentiary in British Columbia. (*Not printed.*)
- No. 88... **VOTES POLLED, GENERAL ELECTION**:—Return shewing the number of votes polled for each Candidate in the different Electoral Districts during the late General Elections.

CONTENTS OF VOLUME No. 10.

- No. 89... **CANADIAN VESSELS, LAKE MICHIGAN**:—Return to Address; Correspondence in relation to Canadian vessels, bound for Lake Michigan, reporting at Port Huron instead of at Sheboygan, as is the practice at present.
- No. 90... **MILITIA, ACTIVE**:—Return to Order; Transmitting the names, rank, &c., of all officers of the Active Militia who offered their services to Great Britain. (*Not printed.*)
- No. 91... **RIVER DU LOUP PIER**:—Return to Order; Instructions given to the Engineer and Superintendent, of works done on River du Loup Pier, in the County of Teniscouata, in 1878. (*Not printed.*)
- No. 92... **LETTER, PRIVATE**:—Return to Order; Correspondence relating to the transmission during the recent Dominion Elections, of a certain letter, marked private and confidential, then on file in the Post Office Department, Ottawa, to a voter in the East Riding of Northumberland. (*Not printed.*)
- No. 93... **DRUMMONDVILLE, WENDOVER AND SIMPSON MAILS**:—Return to Order; Shewing the distance traversed, and the amount paid for the carriage of the mails between Drummondville, Wendover and Simpson. (*Not printed.*)

- No. 94... STEAM NAVIGATION COMPANY:—Return to Order; Copies of contract for Mail Service with Steam Navigation Company of Prince Edward Island, at the time the Island entered Confederation. (*Not printed.*)
- No. 95... PRITIE, R. W.—Return to Address; Order in Council, authorizing an arrangement to be made with Mr. R. W. Prittie, and others, relating to the introduction and settlement of settlers in the Province of Manitoba. (*Not printed.*)
- No. 96... KETCHUM, MR., CORRESPONDENCE:—Return to Order; Correspondence from the Warden of the St John Penitentiary, relating to the Inspector, Mr. Moylan's Report of the investigation of Mr. Ketchum, the Warden. (*Not printed.*)
- No. 97... KETCHUM, MR, AND INSPECTOR'S REPORT:—Return to Order; Copy of Inspector Moylan's Report of the investigation of the case of Mr. Ketchum, Warden of St. John, N.B, Penitentiary. (*Not printed.*)
- No. 98... NEW BRUNSWICK, GOVERNMENT OF:—Return (*in part*) to Address; Correspondence between the Government of New Brunswick and the Government of the Dominion, relating to certain claims preferred by the former against the latter Government.
- No. 99... RIMOUSKI, HARBOR OF REFUGE:—Return to Address; Correspondence respecting the non-appropriation by the late Administration of the sum of \$250,000, voted in 1874, for a Harbor of Refuge at Rimouski. (*Not printed.*)
- No. 100. MERCANTILE MARINE OF CANADA:—Return to Address; Documents relating to the examination before the Boards of Examiners of the Mercantile Marine of Canada of Masters desirous of obtaining certificates as extra Masters. (*Not printed.*)
- No. 101. TIDAL HARBOR, QUEBEC, AND GRAVING DOCK, LÉVIS:—Return to Address; Return of the names of persons tendering for the construction of the works in the Tidal Harbor at Quebec, and the Graving Dock at Lévis, respectively.
- No. 102. CARON, CLOVIS, FISHERY OVERSEER:—Return to Order; Copies of the complaint made last Autumn by Mr. Clement Rouleau, of St. Anne de la Pocatière, in the County of Kamouraska, against Mr. Clovis Caron, Fishery Overseer. (*Not printed.*)
- No. 103. ST. VINCENT DE PAUL PENITENTIARY:—Return to Order; Statement shewing the names of the several permanent and temporary officers and employes of the Penitentiary of St. Vincent de Paul. (*Not printed.*)
- No. 104. YARWOOD, C. ST. GEORGE:—Return to Address; Correspondence respecting the superannuation of C. St. George Yarwood, Landing Water at Chippewa, County of Welland. (*Not printed.*)
- No. 105. OLD BIC HARBOR:—Return to Address; Petitions presented since 1875, in relation to the improvements to be made in the Harbor, commonly called "Old Bic." (*Not printed.*)
- No. 106. L'ASSOMPTION RIVER:—Return to Order; Correspondence relating to the deepening of the River l'Assomption. (*Not printed.*)
- No. 107. LANGELIER, CHARLES:—Return to Order; Statement of all money paid to Mr. Charles Langelier, for the use of his bridge on the Chambly Canal. (*Not printed.*)
- No. 108. PRINCE EDWARD ISLE, CIVIL SERVICE:—Return to Order; Sessional Paper No. 73, (not printed) 1875, respecting dismissals from, and appointments to the Civil Service, in Prince Edward Island. (*Not printed.*)
- No. 109. BRITISH COLUMBIA IMPORTS, &c.:—Return to Order; Shewing the quantities and values of the different articles of merchandize imported into British Columbia from other Provinces of the Dominion in 1878; also, the Exports, &c. (*Not printed.*)
- No. 110. COLUMBIA, FISHERIES OF:—Return to Order; Sessional Paper 42 (not printed) 1877, respecting Fisheries of Columbia.
- No. 111. NORTH RIVER AND ST. ANDREWS:—Return to Order; Correspondence relating to the dredging of the North River to St. Andrews. (*Not printed.*)
- No. 112. GROSSE ISLE, PUBLIC WORKS:—Return to Order; Contracts for public works, &c., on Grosse Isle, between the 15th November, 1873, and 1st January last. (*Not printed.*)

- No. 113.. INTERCOLONIAL RAILWAY, THROUGH FREIGHT RATES :—Return to Order; Correspondence with the Intercolonial and Steamship Companies, with a view of obtaining through freight rates upon grain, as will constitute Halifax the winter shipping port of the Dominion.
- No. 114.. INDIANS, CHICOUTIMI, VACCINATION OF :—Return to Order; Instructions given to Dr. Lacombe, of Chicoutimi, as to the vaccinating of the Indians of the County of Chicoutimi. (*Not printed.*)
- No. 115.. OFFICIAL ASSIGNEES, QUEBEC :—Return to Order; Statement of all moneys paid over by the Official Assignees of the Province of Quebec, under the provisions of the Act 38 Vic., Chap. 16, sec. 42. (*Not printed.*)
- No. 116.. VETERANS OF 1812-15 :—Return to Order; Giving the names and residences of all the veterans of the war of 1812-15, who received a pension during the year 1878. (*Not printed*)
- No. 117.. HAMILTON, CITY OF, APPOINTMENTS :—Return to Order; Of the names of all persons appointed in the Inland Revenue Office, &c., in the City of Hamilton, between 4th November, 1873, and 10th October, 1878. (*Not printed.*)
- No. 118.. WOOD, HONORABLE CHIEF JUSTICE :—Return to Address; Report of all cases returned to the Government by the Honorable Chief Justice Wood, Commissioner under the Act 38 Vic., Chap. 53. (*Not printed.*)
- No. 119.. PUBLIC PROPERTY, TRANSFER OF :—Return to Order; Papers relative to the sale or transfer of the Barracks at Fredericton, New Brunswick; also, relative to the lease of certain military properties for the purpose of constructing a Graving Dock at Quebec; also, relating to the transfer of certain military properties at Toronto for the purpose of erecting buildings for the Provincial Exhibition. (*Not printed.*)
- No. 120.. SPIRITS AND TOBACCO :—Return to Order; Return of the quantity of spirits, malt, malt liquor and tobacco, manufactured, &c., remaining in warehouse, and revenue accruing therefrom, from 1st January to 31st March, 1879. (*Not printed.*)
- No. 121.. CHENAL DU MOINE PIERS :—Return to Address; Correspondence respecting the construction of Piers to be built in the Chenal du Moine. (*Not printed.*)
- No. 122.. PRINCE ARTHUR'S LANDING AND KAMINISTIQUIA :—Return to Order; Returns of numbers, tonnage; and weight of general cargo of vessels that have entered and cleared from Prince Arthur's Landing and the Kaministiquia, respectively, during the season of 1878. (*Not printed.*)
- No. 123.. LADY HEAD STEAMER :—Return to Order; Minutes of the enquiry held as to the loss of the steamer "Lady Head," last autumn, and of the number of vessels the Government has at its disposal for the protection of our Fisheries (*Not printed.*)
- No. 124.. SARAH E. BRYANT, STEAM TUG :—Return to Order; Correspondence in reference to the seizure of the steam tug, "Sarah E. Bryant," of Buffalo, N. Y., by the Customs authorities at Dunnville.
- No. 125.. RIVER DU LOUP, FREIGHT :—Return to Order; Shewing the number of car loads of the different kinds of freight forwarded from River du Loup into the Maritime Provinces, &c.
- No. 126.. L'ASSUMPTION RIVER, BRIDGE :—Return to Order; Correspondence relating to the construction of the bridge over L'Assomption River, at L'Assomption. (*Not printed.*)
- No. 127.. INDIAN LAND CLAIMS :—Return to Address; Correspondence in reference to the arrears due on account of Indian Land Claims on Lakes Huron and Superior
- No. 128.. GREEN OR ADAM'S ISLAND :—Return to Order; Instructions given to Mr. John Davidson, the Indian Agent at Dundee, respecting Green or Adams Island, in the St. Lawrence. (*Not printed.*)
- No. 129.. VACCINATION—INDIANS, SAGUENAY :—Return to Order; Instructions given to Dr. F. X. Laterriere, of Chicoutimi, as to vaccinating the Indians of the County of Saguenay. (*Not printed.*)
- No. 130.. INDIANS ENFRANCHISED :—Return to Order; Return of all Indians who have become enfranchised within the past ten years. (*Not printed.*)

- No. 131.. ALASKA BOUNDARY:—Return to Address; Memorandum of the circumstances that led to the conclusion of the Convention between Great Britain and Russia, of February, 1825, &c. Also, a copy of the most reliable maps and any Reports respecting the Alaska boundary. (*Not printed.*)
- No. 132.. AMET ISLAND BREAKWATER:—Return to Order; Estimates of cost of relaying the Stone Breakwater around Amet Island, in the Province of Nova Scotia. (*Not printed.*)
- No. 133.. RIVER ST. JOHN, N.B.:—Return to Order; Correspondence in connection with Bridges placed across the River St. John, N.B., at Woodstock and at Andover, County of Victoria. (*Not printed.*)
- No. 134.. ELLA G. MCLEAN, SCHOONER:—Return to Order; Correspondence in any way connected with the chartering and purchase of the schooner "Ella G. McLean." (*Not printed.*)
- No. 135.. DESCHAMPS, ANTOINE:—Return to Order; Papers relating to the discharge of Antoine Deschamps, Light Keeper of St. Anne's, in the County of Jacques Cartier. (*Not printed.*)
- No. 136.. SIMPSON, GEORGE B., AND SHERWOOD, W. H.:—Return to Order; Correspondence relating to the dismissal of George B. Simpson and the appointment of William H. Sherwood as Keeper of the main Lighthouse at Presqu'Isle Harbor. (*Not printed.*)
- No. 137.. PILOTS' FUND:—Return to Order; Petition of the Pilots, praying that the Pilots' Fund may be placed under the control of the Government, as it was formerly. (*Not printed.*)
- No. 138.. SAUGEEN RIVER LIGHTHOUSE:—Return to Order; Correspondence relative to the erection of a Lighthouse at the mouth of Saugeen River. (*Not printed.*)
- No. 139.. RICHARD, MR.:—Return to Order; Correspondence relating to the resignation of Mr. Richard, Lighthouse Keeper at the Brandy Pots. (*Not printed.*)
- No. 140.. PRESQU'ISLE BAY LIGHTHOUSE:—Return to Order; Respecting the site and building of Lighthouse at Presqu'Isle. (*Not printed.*)
- No. 141.. COX, MR.:—Return to Order; Reports in relation to the appointment of Mr. Cox, Keeper of the Lighthouse at Cape Beale. (*Not printed.*)
- No. 142.. RIVER ST. LAWRENCE HARBORS:—Return to Order; Contracts for provisioning the Harbors in the River St. Lawrence. (*Not printed.*)
- No. 143.. BRITISH COLUMBIA GRAVING DOCK:—Message transmitting certain papers having reference to advances to be made to the Province of British Columbia, for the construction of a Graving Dock.
- No. 144.. CAPES TORMENTINE AND TRAVERSE:—Report of Survey of Coast in vicinity of Capes Tormentine and Traverse, in Prince Edward Island, and a suggested Railway, with a view to secure Winter communication with the Island.
- No. 145.. MASON, WILLIAM:—Return to Address; Instructions to Solicitors by the Hon. Rodolphe Laflamme, as Her Majesty's Attorney General, against William Mason, and several others, for trespass upon lands of the Crown upon Presqu'Isle Peninsula. (*Not printed.*)
- No. 146.. MIRAMICHI, MARINE HOSPITAL:—Return to Order; Correspondence, "between 1st January, 1877, and 1st January, 1879." in reference to the Marine Hospital at Miramichi, New Brunswick. (*Not printed.*)
- No. 147.. PRESQU'ISLE PENINSULA, FREE GRANTS:—Return to Address; Correspondence relating to the last survey and proposed sale or free grant of the lands upon Presqu'Isle Peninsula. (*Not printed.*)
- No. 148.. INDIAN AGENTS, MANITOBA:—Return to Address; Relating to the dismissal of Indian Agents and Indian Superintendents for Manitoba or the North-West Territories. (*Not printed.*)
- No. 149.. LOUGHEAD, SAMUEL:—Return to Order; Relating to the dismissal of one Samuel Loughead, Postmaster at Molesworth. (*Not printed.*)

- No. 150.. TALBOT, ACHILLE :—Return to Address; Complaint lodged on the 21st August, 1875, by Achille Talbot, Esq., late Deputy Post Office Inspector, against certain Postmasters in the County of Montmagny. (*Not printed.*)
- No. 150a Return to Address; Report made on 21st August last, by Achille Talbot, Esq., against Stanislaus Vallée, Esq., Postmaster at Montmagny. (*Not printed.*)
- No. 151. WILKINS, JUDGE :—Return to Order; Correspondence in connection with the resignation of Judge Wilkins. (*Not printed.*)
- No. 152.. CENTENNIAL EXHIBITION, PHILADELPHIA :—Return to Order: Shewing the names, etc., of all persons appointed as Commissioners or Secretaries, in connection with the Canadian Exhibit at the Centennial Exhibition, Philadelphia.
- No. 153.. WRECKING AND COASTING, CANADIAN WATERS :—Return to Order; Correspondence relating to Wrecking and Coasting in Canadian waters.
- No. 154.. BERTHIER WHARF :—Return to Order; Statement shewing the number of men employed in repairing the wharf at Berthier, Montmagny, in each year since 1874. (*Not printed.*)
- No. 155.. TARIFF DESPATCH :—Message; Despatch on the subject of the Tariff recently introduced to the Legislature.
- No. 156.. MITCHELL & Co., SUPPLIES :—Return to Order; Accounts, with prices of goods, etc., furnished to the Department of Marine and Fisheries by the late firm of Messrs. Mitchell & Co., Montreal, etc. (*Not printed.*)
- No. 157.. CUSTOM DUTIES ON SALT, ETC. :—Return to Address; Correspondence on the Customs duties which the Government of Newfoundland levies on salt, barrels, etc., used in the Fisheries, on board Canadian vessels resorting to the coast of Newfoundland.
- No. 158.. ENGINEERS LICENSED IN CANADA :—Return to Address; For the names and residences of all Licensed Engineers in the Dominion of Canada. (*Not printed.*)
- No. 159.. INLAND REVENUE, P.O., AND CUSTOMS APPOINTMENTS, TORONTO :—Return to Order; Names of all persons appointed in the Inland Revenue, Post Office, and Customs House in the City of Toronto, between 4th November, 1873, and 10th October, 1878. (*Not printed.*)
- No. 160.. 'NORTHERN LIGHT' STEAMBOAT :—Return to Order; Tenders received for the building of the steamboat "The Northern Light," &c. (*Not printed.*)
- No. 161.. 'CANADA GAZETTE,' N.B. :—Return to Order; Shewing the names of all officials in New Brunswick who are entitled to receive copies of the *Canada Gazette*. (*Not printed.*)
- No. 162.. LIGHT HOUSES, RIVER ST. LAWRENCE, OILS :—Return to Order; Correspondence in relation to the furnishing of coal oil or other oils for the Lighthouses on the River St. Lawrence, in the Province of Quebec and in the Gulf, since 1873. (*Not printed.*)
- No. 163.. REPORT SAULT STE. MARIE RAILWAY :—Return to Address; Report and profiles of a survey for a line of Railway from Sault Sainte Marie eastward, made in 1871, by Mr. Murdoch, C.E.
- No. 164.. TENDERS, PUBLIC WORKS :—Return to Order; Statement shewing the dates upon which tenders were received for Public Works, &c., between the 1st November, 1873, and the 10th October, 1878.
- No. 165.. RYLAND, MR. :—Return to Address Correspondence, relative to the claim of Mr. Ryland, for interest due him on the Canadian moiety of Chief Justice Carter's award. (*Not printed.*)
- No. 166.. WESTERN DEPARTMENTAL BUILDING—EXPENDITURE ON :—Return to Order; Statement shewing the total expenditure in detail, upon the addition made to the Western Departmental Building. (*Not printed.*)
- No. 167.. RIDEAU CANAL DAMAGES :—Return to Order; Return of all claims for damages, caused by waters dammed back for the purposes of the Rideau Canal since 1st January, 1872. (*Not printed.*)

- No. 168.. DUSSEADLT, J.B. :—Return to Order ; Statement shewing all sums paid from the year 1875 up to this date, to Mr. Jean Baptiste Dusseault, Merchant, of L'Islet, in the County of L'Islet, &c. (*Not printed.*)
- No. 169.. IRON RAILS :—Return to Order ; Statement shewing the quantity of old Iron Rails the Government now has at its disposal, &c.
- No. 170.. QUEBEC—REPAIRING WALLS :—Return to Order ; Statement shewing the sums of money expended for repairing the walls of the City of Quebec, between the 1st of August and the 1st of October, 1878. (*Not printed.*)
- No. 171.. RONDEAU HARBOR :—Return to Order ; Contracts since 1874 for repairs to Rondeau Harbor of Refuge. (*Not printed.*)
- No. 172.. MARITIME COURT, ONTARIO :—Return to Address ; Cases disposed of by the Maritime Court of Ontario up to 1st March, 1879.
- No. 173.. CANALS, WELLAND AND ST. LAWRENCE :—Return to Order ; Correspondence from Messrs. Booth and others, with reference to supplying oak for the construction of lock gates on the new line of the Welland and St. Lawrence Canals. (*Not printed.*)
- No. 174.. PICTOU [AND TRURO] RAILWAY :—Return to Order ; Correspondence with respect to the transfer of the Pictou and Truro Railway. (*Not printed.*)
- No. 175.. CARILLON DAM AND LOCKS :—Return to Order ; Shewing all tenders received for the completion of the Carillon Dam and Locks and Report of Messrs. Shanly and Keefer thereon.
- No. 176.. FEES PAID COUNSEL BY GOVERNMENT :—Return to Order ; Fees paid by the Government to, and the names of all Counsel, &c., employed by the Dominion Government.
- No. 177.. POSTMASTER, TORONTO :—Return to Address ; Accounts rendered by the Postmaster at Toronto, between the first day of July, 1874, up to the first day of July, 1878. (*Not printed.*)
- No. 178.. ST. FABIEN POST OFFICE :—Return to Order ; Correspondence between the Government and the Postmaster of the Parish of St. Fabien, Mr. Vidal Roy, respecting the change in the Post Office of that Parish. (*Not printed.*)
- No. 179.. LESUEUR, MR. :—Return to Order ; Reports relating to the superannuation of Mr. LeSueur, formerly of the Post Office Department. (*Not printed.*)
- No. 180.. FORSYTH, W. F. :—Return to Order ; Reports relating to the employment of W. F. Forsyth in the Post Office Department. (*Not printed.*)
- No. 181.. ROYAL INSTRUCTIONS :—Return to Address ; Correspondence between the Government of Canada and the Government of the United Kingdom, upon the subject of the Royal Instructions, prior to the 5th October, 1878. (*Not printed.*)
- No. 182.. ST. FABIEN, P.O. :—Return to Order ; Correspondence since the 10th of October, 1878, respecting the contract for carrying the mail between the Railway Station and the Post Office of the Parish of St. Fabien. (*Not printed.*)
- No. 183.. LÉVESQUE, S. :—Return to Order ; Complaint brought against Mr. Salutre Lévesque, in his quality of Postmaster and Mail Carrier, in and for the Parish of St. Donat. (*Not printed.*)
- No. 184.. GRANTS OF LAND :—Return to Address ; Correspondence since the 1st July, 1878, on the subject of Grants of Lands for the encouraging of Immigration and the settlement of lands in the Province of Manitoba and the North-West Territories. (*Not printed.*)
- No. 185.. SELKIRK, ELECTORAL DISTRICT OF :—Return to Address ; Correspondence relating to the recount of ballots at the last Election for the Electoral District of Selkirk, in the Province of Manitoba. (*Not printed.*)
- No. 186.. KAMINISTIQUA RIVER, DREDGING OF :—Return to Order ; Correspondence relative to the dredging of the Kaministiquia River, and the practicability of forming a Harbor, &c.
- No. 187.. RAILWAY STATISTICS OF CANADA :—Reports for 1877-8. (*Printed in English as No. 188.*)

- No. 188. NORTH-WEST MOUNTED POLICE:—Return to Order; Expenditure during 1876, 1877 and 1878 on account of the North-West Mounted Police, with Statement of moneys paid to J. G. Baker & Co., of Fort Benton, Montana Territory, U.S.
- No. 189. PUBLIC SERVICE OF CANADA:—Return to Address; Statement shewing the names of all persons who received any appointment or engagement, either permanent or temporary, in the Public Service of Canada, between the tenth day of October last and the first day of April, instant.
- No. 190. BRITISH COLUMBIA, INDIAN RESERVES:—Return to Address; Correspondence between the Government of Canada and the Commissioners of the Indian Reserves in British Columbia. (*Not printed.*)
- No. 191. 'GLENDON' STEAMER:—Return to Order; Papers connected with the purchase, repairs, and sea-worthiness of the Steamer "Glendon." (*Not printed.*)
- No. 192. RIVIÈRE DU LOUP BRANCH, G. T. R.:—Correspondence respecting the Rivière du Loup Branch of the Grand Trunk Railway.
- No. 193. WINDSOR AND ANNAPOLIS RAILWAY:—Return to Order; Gross earnings, year by year, of the Windsor Branch Railway, from the 1st January, 1872, to the 1st August, 1877. (*Not printed.*)
- No. 194. FORT FRANCES LOCK:—Return to Order; Expenses incurred in connection with the building of the Fort Frances Lock up to the 1st day of January, 1879. (*Not printed.*)
- No. 195. DOMINION RAILWAYS, PERSONS EMPLOYED, &c.:—Return to Order; Number of persons employed on the 31st December last on each of the railways of the Dominion, &c. (*Not printed.*)
- No. 196. KINCARDINE HARBOR WORKS:—Return to Order; Expenditure in Kincardine, County of Bruce, in connection with Harbor Works from the 1st May, 1873, to the last of October, 1878. (*Not printed.*)
- No. 197. PRINCE ARTHUR'S LANDING HARBOR:—Return to Order; Documents in reference to the Harbor of Prince Arthur's Landing. (*Not printed.*)
- No. 198. MATANE AND RIVER BLANCHE:—Return to Order; Statement shewing the nature of the work done at Matane and at River Blanche, in Rimouski, from 1st July to 10th October, 1878. (*Not printed.*)
- No. 199. PECK, THOMAS:—Return to Order; Correspondence relative to an increase of salary to be paid to Thomas E. Peck, Customs Officer, Nanaimo. (*Not printed.*)
- No. 200. DRAWEACK ALLOWED ON CANADIAN GOODS:—Return to Order; Shewing what drawback was allowed on goods manufactured in Canada in 1877 and 1878 and exported.

(12)

LIST OF SHAREHOLDERS

OF THE

SEVERAL CHARTERED BANKS

OF THE

DOMINION OF CANADA.

(SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE
ACT 34 VIC., CAP, 5, SEC. 12.)

*[In accordance with the recommendation of the Joint Committee on Printing, the above
List is not printed.]*

(13)

GENERAL STATEMENT AND RETURNS

OF

BAPTISMS, MARRIAGES AND BURIALS

IN CERTAIN

COUNTIES AND DISTRICTS OF THE PROVINCE OF QUEBEC,

FOR THE YEAR 1878.

[In accordance with the recommendation of the Joint Committee on Printing, the above Statement is not printed.]

LORNE.

The Governor General transmits to the House of Commons copies of Letters-Patent passed under the Great Seal of the United Kingdom, constituting the office of Governor-General of the Dominion of Canada, and of the Royal Instructions accompanying the same; also of Her Majesty's Commission appointing him to be Governor-General of the said Dominion.

GOVERNMENT HOUSE,
OTTAWA, 19th February, 1879.

1.

CANADA.

DRAFT OF LETTERS-PATENT passed under the Great Seal of the United Kingdom, constituting the Office of Governor General of the Dominion of Canada.

Letters Patent,
Dated 5th October, 1878. }

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, Empress of India; To all to whom these Presents shall come, Greeting:

WHEREAS We did, by certain Letters-Patent under the Great Seal of Our United Kingdom of Great Britain and Ireland, bearing date at Westminster the Twenty-second day of May, 1872, in the Thirty-fifth Year of Our Reign, constitute and appoint Our Right Trusty and Right Well-beloved Cousin and Councillor, Frederick Temple, Earl of Dufferin, Knight of Our Most Illustrious Order of Saint Patrick, Knight Commander of Our Most Honorable Order of the Bath (now Knight Grand

Cross of Our Most Distinguished Order of Saint Michael and Saint George), to be Our Governor-General in and over Our Dominion of Canada for and during Our will and pleasure: And whereas by the 12th section of "The British North America Act, 1867," certain powers, authorities, and functions were declared to be vested in the Governor-General: and whereas We are desirous of making effectual and permanent provision for the office of Governor General in and over Our said Dominion of Canada, without making new Letters-Patent on each demise of the said Office: Now know ye that We have revoked and determined, and by these presents do revoke and determine, the said recited Letters-Patent of the Twenty-second day of May, 1872, and every clause, article and thing therein contained: And further know ye that We, of our special grace, certain knowledge, and mere motion, have thought fit to constitute, order, and declare, and do by these presents constitute, order, and declare that there shall be a Governor General (hereinafter called Our said Governor General) in and over Our Dominion of Canada (hereinafter called Our said Dominion), and that the person who shall fill the said Office of the Governor General shall be from time to time appointed by Commission under our Sign-Manual and Signet. And we do hereby authorize and command Our said Governor General to do and execute, in due manner, all things that shall belong to his said command, and to the trust We have reposed in him, according to the several powers and authorities granted or appointed him by virtue of "The British North America Act, 1867", and of these present Letters-Patent and of such Commission as may be issued to him under Our Sign Manual and Signet, and according to such Instructions as may from time to time be given to him, under Our Sign-Manual and Signet, or by Our Order in Our Privy Council, or by us through one of Our Principal Secretaries of State, and to such Laws as are or shall hereafter be in force in Our said Dominion.

II. And We do hereby authorize and empower Our said Governor General to keep and use the Great Seal of Our said Dominion for sealing all things whatsoever that shall pass the said Great Seal.

III. And We do further authorize and empower Our said Governor General to constitute and appoint, in Our name and on Our behalf, all such Judges, Commissioners, Justices of the Peace, and other necessary Officers and Ministers of Our said Dominion, as may be lawfully constituted or appointed by Us.

IV. And We do further authorize and empower Our said Governor General, so far as we lawfully may upon sufficient cause to him appearing, to remove from his office, or to suspend from the exercise of the same, any person exercising any office within Our said Dominion, under or by virtue of any Commission or Warrant granted, or which may be granted, by Us in Our name or under our authority.

V. And We do further authorize and empower our said Governor General to exercise all powers lawfully belonging to us in respect of the summoning, proroguing, or dissolving the Parliament of Our said Dominion.

VI. And whereas by "The British North America Act, 1867," it is amongst other things enacted, that it shall be lawful for Us, if We think fit, to authorize the Governor General of Our Dominion of Canada to appoint any person or persons, jointly or severally, to be his Deputy or Deputies within any part or parts of Our said Dominion, and in that capacity to exercise, during the pleasure of Our said Governor General, such of the powers, authorities, and functions of Our said Governor General as he may deem it necessary or expedient to assign to such Deputy or Deputies, subject to any limitations or directions from time to time expressed or given by Us: Now We do hereby authorize and empower Our said Governor General, subject to such limitations and directions as aforesaid, to appoint any person or persons, jointly or severally, to be his Deputy or Deputies within any part or parts of Our said Dominion of Canada, and in that capacity to exercise, during his pleasure, such of his powers, functions and authorities, as he may deem it necessary or expedient to assign to him or them: Provided always, that the appointment of such a Deputy or Deputies shall not affect the exercise of any such power, authority or function by Our said Governor-General in person,

VII. And We do hereby declare Our pleasure to be that, in the event of the death, incapacity, removal, or absence of Our said Governor-General out of Our said Dominion, all and every the powers and authorities herein granted to him shall, until Our further pleasure is signified therein, be vested in such person as may be appointed by Us under Our Sign-Manual and Signet to be Our Lieutenant-Governor of Our said Dominion; or if there shall be no such Lieutenant-Governor in Our said Dominion, then in such person or persons as may be appointed by Us under Our Sign-Manual and Signet to administer the Government of the same; and in case there shall be no person or persons within Our said Dominion so appointed by Us, then in the Senior Officer for the time being in command of Our regular troops in Our said Dominion: Provided that no such powers or authorities shall vest in such Lieutenant-Governor, or such other person or persons, until he or they shall have taken the oaths appointed to be taken by the Governor-General of Our said Dominion, and in the manner provided by the Instructions accompanying these Our Letters-Patent.

VIII. And We do hereby require and command all Our Officers and Ministers, Civil and Military, and all other the inhabitants of Our said Dominion, to be obedient, aiding and assisting unto Our said Governor-General, or, in the event of his death, incapacity, or absence, to such person or persons as may, from to time time, under the provisions of these Our Letters-Patent, administer the Government of Our said Dominion.

IX. And We do hereby reserve to Ourselves, Our heirs and successors, full power and authority from time to time to revoke, alter or amend these Our Letters-Patent as to Us or them shall seem meet.

X. And We do further direct and enjoin that these Our Letters-Patent shall be read and proclaimed at such place or places as Our said Governor-General shall think fit within Our said Dominion of Canada.

In Witness whereof We have caused these Our Letters to be made Patent. Witness Ourself at Westminster, the Fifth day of October, in the Forty-second Year of Our Reign.

By Warrant under the Queen's Sign-Manual.

C. ROMILLY.

2.

CANADA.

DRAFT OF INSTRUCTIONS passed under the Royal Sign-Manual and Signet to the Governor General of the Dominion of Canada.

Dated 5th October, 1878.

VICTORIA B.

Instructions to our Governor-General in and over Our Dominion of Canada, or, in his absence, to Our Lieutenant-Governor or the Officer for the time being administering the Government of Our said Dominion.

Given at Our Court at Balmoral, this Fifth day of October, 1878, in the Forty-second year of Our Reign.

WHEREAS by certain Letters-Patent bearing even date herewith, We have constituted, ordered, and declared that there shall be a Governor General (hereinafter called Our said Governor General) in and over Our Dominion of Canada (herein-

after called Our said Dominion), And We have thereby authorized and commanded Our said Governor General to do and execute in due manner all things that shall belong to his said command, and to the trust We have reposed in him, according to the several powers and authorities granted or appointed him by virtue of the said Letters-Patent and of such Commission as may be issued to him under Our Sign-Manual and Signet, and according to such Instructions as may from time to time be given to him, under Our Sign-Manual and Signet, or by Our Order in Our Privy Council, or by Us through One of Our Principal Secretaries of State, and to such Laws as are or shall hereafter be in force in Our said Dominion. Now, therefore, We do, by these, Our Instructions under Our Sign-Manual and Signet, declare Our pleasure, to be that Our said Governor General for the time being shall, with all due solemnity, cause Our Commission, under Our Sign-Manual and Signet, appointing Our said Governor General for the time being, to be read and published in the presence of the Chief Justice for the time being, or other Judge of the Supreme Court of Our said Dominion, and of the members of the Privy Council in Our said Dominion: And We do further declare Our pleasure to be that Our said Governor-General, and every other officer appointed to administer the Government of Our said Dominion, shall take the Oath of Allegiance in the form provided by an Act passed in the Session holden in the thirty-first and thirty-second years of Our Reign, intituled: "An Act to Amend the Law relating to Promissory Oaths;" and likewise that he or they shall take the usual Oath for the due execution of the Office of Our Governor-General in and over Our said Dominion, and for the due and impartial administration of justice; which Oaths the said Chief Justice for the time being, of Our said Dominion, or, in his absence, or in the event of his being otherwise incapacitated, any Judge of the Supreme Court of Our said Dominion shall, and he is hereby required to tender and administer unto him or them.

II. And We do authorize and require Our said Governor-General from time to time, by himself or by any other person to be authorized by him in that behalf, to administer to all and to every persons or person as he shall think fit, who shall hold any office or place of trust or profit in Our said Dominion, the said Oath of Allegiance, together with such other Oath or Oaths as may from time to time be prescribed by any Laws or Statutes in that behalf made and provided.

III. And We do require Our said Governor-General to communicate forthwith to the Privy Council for Our said Dominion these Our Instructions, and likewise all such others from time to time, as he shall find convenient for Our service to be imparted to them.

IV. Our said Governor-General is to take care that all laws assented to by him in Our name, or reserved for the signification of Our pleasure thereon, shall, when transmitted by him, be fairly abstracted in the margins, and be accompanied, in such cases as may seem to him necessary, with such explanatory observations as may be required to exhibit the reasons and occasions for proposing such Laws; and he shall also transmit fair copies of the Journals and Minutes of the proceedings of the Parliament of Our said Dominion, which he is to require from the clerks, or other proper officers in that behalf, of the said Parliament.

V. And We do further authorize and empower Our said Governor-General, as he shall see occasion, in Our name and on Our behalf, when any crime has been committed for which the offender may be tried within Our said Dominion, to grant a pardon to any accomplice, not being the actual perpetrator of such crime, who shall give such information as shall lead to the conviction of the principal offender; and further, to grant to any offender convicted of any crime in any Court, or before any Judge, Justice, or Magistrate, within Our said Dominion, a pardon, either free or subject to lawful conditions, or any respite of the execution of the sentence of any such offender, for such period as to Our said Governor-General may seem fit, and to remit any fines, penalties, or forfeitures which may become due and payable to Us. Provided always, that Our said Governor-General shall not in any case, except where the offence has been of a political nature, make it a condition of any pardon or remission of sentence that the offender shall be banished from or shall absent himself

from Our said Dominion. And We do hereby direct and enjoin that Our said Governor-General shall not pardon or reprove any such offender without first receiving in capital cases the advice of the Privy Council for Our said Dominion, and in other cases the advice of one, at least, of his Ministers; and in any case in which such pardon or reprove might directly affect the interests of Our Empire, or of any country or place beyond the jurisdiction of the Government of Our said Dominion, Our said Governor-General shall, before deciding as to either pardon or reprove, take those interests specially into his own personal consideration in conjunction with such advice as aforesaid.

VI. And whereas great prejudice may happen to Our service and to the security of Our said Dominion by the absence of Our said Governor General, he shall not, upon any pretence whatever, quit Our said Dominion without having first obtained leave from Us for so doing under Our Sign-Manual and Signet, or through one of Our Principal Secretaries of State.

V.R.

3.

CANADA.

DRAFT OF A COMMISSION passed under the Royal Sign-Manual and Signet, appointing the Right Honourable the Marquis of Lorne, K.T., G.C.M.G., to be Governor General of the Dominion of Canada.

Dated 7th October, 1878.

VICTORIA R.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen Defender of the Faith, Empress of India, To Our Right, Trusty, and Well-beloved Councillor Sir JOHN DOUGLAS SUTHERLAND CAMPBELL (commonly called the Marquis of Lorne), Knight of Our Most Ancient and Most Noble Order of the Thistle, Knight Grand Cross of Our Most Distinguished Order of St. Michael and St. George, Greeting:

We do, by this Our Commission under Our Sign-Manual and Signet, appoint you, the said Sir JOHN DOUGLAS SUTHERLAND CAMPBELL (commonly called the Marquis of Lorne), until Our further pleasure shall be signified, to be Our Governor General in and over Our Dominion of Canada during Our will and pleasure, with all and singular the powers and authorities granted to the Governor General of our said Dominion in Our Letters-Patent under the Great Seal of Our United Kingdom of Great Britain and Ireland, constituting the Office of Governor, bearing date at Westminster the Fifth day of October, 1878, in the Forty-second year of Our Reign, which said powers and authorities We do hereby authorize you to exercise and perform, according to such Orders and Instructions as Our said Governor General for the time being hath already or may hereafter receive from Us. And for so doing this shall be your Warrant.

II. And We do hereby command all and singular Our officers, Ministers, and loving subjects in Our said Dominion, and all others whom it may concern, to take due notice hereof, and to give their ready obedience accordingly.

Given at Our Court at Balmoral, this Seventh day of October 1878, in the Forty-second year of Our Reign.

By Her Majesty's Command,

M. E. HICKS BEACH.

STATEMENT

(15)

Of Payments made and charged to UNFORESEEN EXPENSES, under authority of Order-in-Council, from 1st July, 1878, to date, in accordance with Act 41 Vic., Cap. 4, Schedule D.

Date of Payment.	To Whom Paid.	Account of.	Amount.	Amount.	Amount.
			\$ cts.	\$ cts.	\$ cts.
1878.					
Aug. 2	Hon. Receiver-General...	Gratuity to widow of late David Walsh, Dominion Police.....		76 25	
do 9	do	do widow late J. Madden, Montreal Water Police.....		90 00	
					166 25
Sept. 2	Hon. Postmaster-General	do widow late Ben. Dunnnett, Supt. letter carriers, Hamilton		100 00	
do 2	do	do widow late D. McLean, letter carrier, Toronto.....		80 00	
do 2	do	do widow late Geo. A. Simons, clerk P.O. Inspector's Office		113 33	
do 2	do	do mother late F. J. Osborne, Railway Mail Clerk		100 00	
do 2	do	do widow late J. McCutchey, letter carrier, Quebec.....		93 33	
1879.					
Jan. 7	do	do widow late G. W. Reynolds, P.O. clerk, Victoria, B.C.		176 66	
do 25	do	do widow late Leon Malard, clerk, P.O. Montreal.....		133 33	
do 25	do	do widow late Peter Ross, clerk, P.O. Toronto.....		120 00	
					*966 65
1878.					
Sept. 23	Wm. Leggett.....	do widow late Geo. Liddle, Surveyor of Customs, Clifton.....		183 33	
Nov. 14	W. Benson.....	do widow late John Watt, messenger, Customs, Windsor.....		13 00	
1879.					
Jan. 7	Customs Department....	do widow late Anthony Dixon, Collector of Customs, Belleville		233 33	
					429 66
1878.					
Sept. 28	Hon. Receiver-General....	do widow late Hon. J. Simpson, Assistant Auditor.....		400 00	400 00
do 28	do	do widow late Alexis Fraser, clerk, Marine and Fisheries Dept.....		122 00	
Nov. 18	Mrs. Bent.....	do widow late Rufus Bent, keeper Pugwash Lighthouse.....		50 90	
					172 00
Oct. 2	John Wilson	do father late C. J. Wilson, clerk, Toronto P.O		86 66	*86 66
do 7	Regis Cardinal.....	do widow late L. Papineau, bridge keeper, Chambly Canal		61 00	
Dec. 19	Bank of Montreal.....	do widow late Mr. Smithwick, Inspect'r Grenville Canal		150 00	
					211 00
Nov. 18	Mrs. Harrison.....	do widow late Chief Justice Harrison.....		1,000 00	1,000 00

STATEMENT of Payments made and charged to Unforeseen Expenses, under authority of Order-in-Council, &c.—Continued.

Date of Payment.	To Whom Paid.	Account of.	Amount.	Amount.	Amount.
			\$ cts.	\$ cts.	\$ cts.
1878. Dec. 7	Mrs. Holton	Gratuity to widow late G. C. Holton, Inland Revenue Collector Belleville.....		200 00	
1879. Jany. 31	Mrs. Nelles.....	do widow late R. F. Nelles, Deputy Collector Inland Revenue, Paris Division.....		166 66	
Feb. 4	Mrs. Courtney.....	do widow late J. A. Courtney, Excise officer, Quebec.....		116 66	
do 4	Mrs. Lauriere.....	do widow late W. Lauriere, clerk, Culler's Office, Quebec.....		116 66	
do 2	Mrs. Jewet.....	do widow late H. E. Jewet, clerk, Department of Agriculture.....		121 66	599 98
1878. Aug. 2	Hon. Receiver-General.....	To pay Lt.-Col. the Hon. E. G. P. Littleton account expenses of H. E. the Governor General's visit to the Eastern Townships.....		697 01	4,153 86
Sept. 28	Grand Trunk Railway Co	Conveyance of H. E. the Governor General and Suite on above visit.....		803 20	
do 2	R. Lemoine.....	French translation, Fishery Report			1,500 21
do 2	J. C. Forbes.....	Portrait of H. E. the Earl of Dufferin			500 00
	Bank of Montreal.....	For letter of credit cheques issued by E. J. Langevin on account of London Library.....			1,500 00
Oct. 8	Lt.-Col. J. S. Dennis.....	Arrears on increase of salary from \$2,600 to \$3,200, from 1st Jany., 1873, to 1st January, 1878, less bonuses paid him during that period.....			18 20
Dec. 12	H. B. Rainville.....	Legal expenses incurred in suits against John Ostell and George Smith.....			2,038 00
do 12	Hon. E. G. Penny.....	Balance due him, account Phila- delphia Exhibition.....			510 27
1879. Jany. 7	J. A. C. Chapleau, Q.C.....	Professional services <i>in re</i> Queen v. <i>Forget et al</i>		700 00	25 00
do 7	W. H. Kerr, Q.C.....	do do do.....		700 00	
MILITIA.					
THREATENED DISTURBANCES AT MONTREAL, JULY, 1878.					
1878. May 22	Montreal Telegraph Co.	For telegrams, \$90.90, \$9.51.....	100 41		
	Paymaster Amyraud.....	Pay of guards over armouries..	1,270 69		
	do	Cab-hire, cartage and expenses of the D. A. G. and B.M., July, 12, 1878.....	71 90		
	Lt.-Gen. Sir E. Selby- Smyth.....	Expenses of self and A.D.C. whilst in command of troops	52 34		
	Paymaster Forrest.....	Expenses of Lt.-Col. Strange at Montreal, 12th July, 1878.	30 30		
	do Brehaut.....	Coal, gas, cartage and subsist- ence of Militia on 12th July, 1878.....	1,463 05		
	do do.....	Pay of guards over armouries..	232 87		
	Lt.-Col. D. A. Macdonald	Expenses as Supply Officer.....	59 15		
	R. Graham.....	Washing blankets after use....	124 25		
	Paymaster M. W. Strange	Pay of Veterinary Surgeons....	3 00		
<i>Carried forward</i>				3,407 96	11,645 54

STATEMENT of Payments made and charged to Unforeseen Expenses, under authority of Order-in-Council, &c—*Concluded.*

Date of Payment.	To Whom Paid.	Account of.	Amount.	Amount.	Amount.
			\$ cts.	\$ cts.	\$ cts.
1878.		<i>Brought forward</i>		3,407 96	11,645 54
May 22		PAY AND MAINTENANCE OF GUARD AT RIDEAU HALL.			
	The Officer commanding G. G. Foot Guards.....	For pay, etc., of guard.....	879 20		
	Lt.-Col. Wily.....	Articles supplied guard-room..	27 15		
	do	Coal oil, firewood, etc	24 00		
	Geo. A. Harris.....	Firewood, etc.....	22 50	952 85	
May 22		PRECAUTIONARY MEASURES FOR DEFENSIVE PURPOSES.			
		<i>Expended in Ontario and Quebec.</i>			
	Paymaster Brehaut.....	For pay and rations, guards over armouries.....	400 00		
	Lt.-Col. T. Ross	Pay of guard at armoury, Ottawa.....	7 90		
	Lt.-Col. J. Irwin.....	Travelling expenses to British Columbia on special duty....	480 50		
		<i>Expended in British Columbia.</i>			
	Paymaster Trallandaine..	For advance to Lt.-Col. Irwin for erection of batteries.....	1,500 00		
		<i>Expended in New Brunswick.</i>			
	J. Brydges.....	For boat-hire to Partridge Island }	237 48		
	L. H. Young	Repairs to guns, etc			
	R. Farmer.....	Lumber, etc.....	86 21		
	A. Quick.....	Oil, nails, etc			
	Paymaster Baird.....	Lumber, etc., to build fence at Fort Dufferin.....	12 47	2,724 56	
		CONTINGENCIES.			
	Paymaster Amyraud.....	For hire of horse at Montreal Review, May 24th, 1878, for B. M. Aylmer.....	5 00		
	do	Compensation to militiamen for injuries received whilst on duty.	65 00		
	Officer commanding Dragoon Guards.....	Escort duty, December, 1878...	229 20		
	Officer commanding Gov. Gen's. Foot Guards.....	Pay of Guards of Honour in December.....	166 50		
	Paymaster W. X. Alger..	Amount paid legal representatives of late Private Farmer, of Queen's Own Rifles, for injuries received at Review, Montreal	129 14	594 84	
		PENSIONS.			
	Dept. Militia and Defence	For advance over vote for pensions to veterans of 1812-15.....		1,420 00	
		Total.....			9,100 21
					20,745 75

J. M. COURTNEY,
Deputy Minister of Finance.
J. L. McDOUGALL,
Auditor-General.

FINANCE DEPARTMENT,
February 19th, 1879.

STATEMENT

(16.)

Of Special Warrants signed by the Governor General, together with the expenditure incurred thereon during that part of the Fiscal Year ended 13th February, inst. Required by Act 41 Vic., Cap. 7, Section 32, Sub-section 4.

Date of Order in Council.	Service.	Special Warrant.	Expenditure.
		\$ cts.	\$ cts.
1878.			
September 28	To complete the Main Tower of the Parliament Buildings. No appropriation having been made for that purpose in this year.....	2,600 00	2,510 87
October 2	Balances which lapsed 30th September, 1878, but required to complete the following Works :—		
	Rideau Canal—Drawbridge at Wellington.....	3,754 00	2,169 26
	Victoria Harbor, British Columbia.....	5,320 00	.....
	Shippegan Harbor, N.B.....	9,506 00	.....
	Morpeth Harbor, Ontario.....	7,500 00	.....
	Dorchester Penitentiary, N.B.....	21,505 45	7,339 07
November 21	To relieve distress amongst Indians of Quebec.....	2,000 00	1,083 58
December 19	Payment to Mr. W. R. Clark for services rendered to the Canadian Government in connection with the Halifax Fishery Commission, to be charged in the general account of the Fishery Commission, in accordance with the Order in Council of the 19th December, 1878	10,000 00	10,000 00
1879.			
January 2	In consequence of a greater number of Indians presenting themselves for annuities under Treaties 6, 7, 4 and 1, than that estimated for.....	28,674 00	28,311 00
	And to supplement appropriation for agricultural implements, Treaty 6.....	10,000 00	9,892 72

J. L. McDOUGALL,
Auditor-General.

RETURN

(17.)

In obedience to the ORDER of the HOUSE, of Tuesday, the 18th instant:—
 For copies of all correspondence between the Clerk and the late Speaker of this House respecting appointments to vacancies in the Service of the House of Commons since the last Session of Parliament, and copies of any Reports respecting such appointments made by any Officer of the Department.

OTTAWA, Thursday, 20th February, 1879.

From the Speaker to the Clerk.

ST. JOHN, N. B.,
 24th September, 1878.

MY DEAR MR. PATRICK,—Your desire to have a Speaker of experience must now, I suppose, be gratified in some other way than by my re-election. I am obliged for your good wishes and kindly feeling; but I was by no means certain at any time that I would occupy the Chair again.

The French Translators' staff has been materially reduced by the resignation of Mr. Tassé and Mr. David; and as I am still to some extent responsible for the proper performance of the work, I would be pleased to hear from you how this matter stands, and what you think should be done; and also to hear from time to time how matters go on generally in the Department.

Yours truly,

(Signed) T. W. ANGLIN,

ALFRED PATRICK, Esq.,
 Clerk, House of Commors.

From the Speaker to the Clerk.

OTTAWA, 16th November, 1878.

DEAR SIR,—I have appointed Mr. Gingras, of the French Translators' Department to the vacancy created by the resignation of L. O. David, Esq., translator of the Votes and Proceedings and Journals, at the salary paid Mr. David. Thomas Brossoit, Esq., Advocate, Beauharnois, to the place rendered vacant by the transfer of Mr. Gingras, at the salary paid Mr. Gingras, viz., \$1,700. Mr. Genaud, now of the French Translators' Department, to the vacancy created by the resignation of Mr. Tassé, at the

salary paid Mr. Tassé, viz., \$1,450 per annum. Mr. L. J. Pitau, to the place rendered vacant by the promotion of Mr. Genaud, at the salary paid Mr. Genaud, viz., \$1,400. That I have appointed Mr. Talbot, now a permanent Sessional Clerk, Chief French Engrossing Clerk, in the place of Mr. Denechaud, deceased; his salary for both services to be \$600 per Session; and that I have appointed Mr. Francis Macdonell, Junior Clerk, in the room of Capt. Nolan, deceased.

(Signed) T. W. ANGLIN,
Speaker.

ALFRED PATRICK, Esq.
Clerk, House of Commons.

From the Clerk to T. Brossoit.

18th November, 1878.

THOMAS BROSSOIT, Esq.,
Advocate, Beauharnois.

SIR,—I am directed by Mr. Speaker to inform you that you have been appointed by him Assistant French Translator in my Department, at a salary of \$1,700, and that your services and salary will commence with the incoming quarter, viz.: 1st of January next, at which date you will please report yourself to me for duty.

Yours, &c.,
(Signed) ALFRED PATRICK,
Clerk of the House.

Same to Mr. Pitau, Somerset, Megantic,
Same to Mr. Frank Macdonell and Mr. Talbot, Ottawa.

From the Speaker to the Clerk.

ST. JOHN, N. B.,
November 22nd, 1878.

MY DEAR MR. PATRICK,—As I understood that the work in the Translators' Department was falling into arrears, I intended that the promotions, appointments, &c., should take place at once, and meant to state this in the paper addressed to you, but forgot to do so. It would, I am afraid, be much too long to wait to the beginning of the quarter, which, I suppose, is the first of January. Please let the appointments, &c., take effect from the first of December at the latest, and if, as I think, you wrote me, there is work in the office held by Mr. David which requires immediate attention, it may be as well that Mr. Gingras should enter on the duties of that office at once. Please cause Mr. Brossoit, Mr. Pitau, and the others, to be notified that they have been appointed, and that they are expected to enter on the duties of their offices on the first of December.

(Signed) T. W. ANGLIN,
Speaker.

From the Clerk to the Speaker.

26th November, 1878.

DEAR MR. SPEAKER,—Yours of 22nd I received this morning. I shall at once give new directions to the Accountant in accordance with your wish, making the salaries commence 1st December instead of first January, although I fear that the services of none but that of Mr. Macdonell can be given so soon as Monday next, as the other two, Messrs. Brossoit and Pitau, have families to remove, and require a

month, at least, before they can reasonably be expected to be ready for duty. I will be able to make it right with them by giving them a month's leave of absence. Mr. Brossoit has been here and received the notification of his appointment; he asked permission to make himself acquainted with his duties. I introduced him to Mr. Coursolles; he remained for two days, and left to return, on first of January. Mr. Coursolles formally informed me that he was not qualified to perform the duties of the position held by Mr. Gingras, having never had any experience as a translator. I regret this as he seemed a very well-disposed, gentlemanly man. I am sorry I did not make myself understood in my letter in reference to the vacancies in the Translators' Branch. I should have said to you that the place of Mr. David would be required to be filled before another Speaker was appointed; his duties must commence with the session. As to Mr. Tassé's place, it was certainly required, as there was work to be done at once, but the appointment was not so urgent as the one in place of Mr. David. However, I hope all will be well.

Believe me ever,

Yours respectfully,
(Signed)

ALFRED PATRICK,
Clerk of the House.

The Clerk to the Speaker.

4th December, 1878.

MY DEAR MR. SPEAKER,—I think it is my duty to put you in possession of some circumstances having reference to the appointments made by you on the 16th ult.

The day before yesterday Mr. Hartney the Accountant, waited on Sir John to request his signature to a warrant for money. After signing the same, he said:—

“I wish you to say to Mr. Patrick, the Clerk of the House, that I do not wish him in any way to recognize the appointments made by Mr. Anglin in his Department during his last visit to the city.”

On the day you left town (Monday), I addressed a note to Messrs. Brossoit, Pitau and Macdonell—this is a copy:

SIR,—I have the honor to inform you that his His Honor, the Speaker, has appointed you asst. Fr. Translator in my Department, at a salary of \$1700. Your services and salary will commence with the incoming quarter, when you will please report yourself for duty.

Yours, &c.,

(Signed) A. PATRICK,
Clerk of the House.

Mr. Brossoit reported himself before he received my note, remained a day or two and returned to his home. The day I received your letter, fixing the date for the salaries to commence on the 1st Dec., I sent a note to each of the aforesaid gentlemen—this is a copy:

SIR,—I have the pleasure of informing you that by a letter to me from His Honor the Speaker, received this day, the date for the commencement of your services and salary is changed to the 1st Dec. (or Monday next, the 2nd), on which day you will please report yourself to me for duty.

Yours, &c.,

(Signed) A. PATRICK.

On the 2nd Mr. Brossoit, Mr. Pitau and Mr. Macdonell reported themselves accordingly.

On the 3rd I was obliged to inform them that I was directed by the Premier not to recognize, in any way, their appointments; that therefore I must relieve them from any connection with my Department.

The two first named naturally expressed great surprise, and urged that I should at least indemnify them for their expenses. This I could not take upon myself to do without authority, and they have left town for their homes.

I have given you all the particulars of this, to me, very unpleasant matter.

Believe me ever to be,
Faithfully yours,

(Signed) ALFRED PATRICK.
Clerk of the House.

From the Speaker to the Clerk.

ST. JOHN, N. B.,
Dec. 9th, 1878.

MY DEAR MR. PATRICK,—I have just received your letter of December 4th, and I write at once to protest against the interference of the Privy Council, or any member of it, in the administration of the Department of which, as Speaker of the House of Commons, I am the head, and to call on you formally not to recognize the authority, which, as I learn from your letter, Sir John A. Macdonald has usurped; and to undo whatever you have done by his instructions, and hereafter to act only upon the instructions given you by the Speaker.

I know that your position is exceedingly delicate, but I feel it my duty to maintain, as far as in me lies, the privileges and the independence of the House of Commons.

Yours truly,

T. W. ANGLIN,
Speaker.

From the Clerk to the Speaker.

10th December, 1878.

DEAR MR. SPEAKER,—I regret very much to see the attacks upon you in relation to the recent appointments. I fear I am, to some extent, the innocent cause—but perhaps not. However, you will allow me to explain to you why I wrote you on the subject of the vacancies; it was purely in the public interest I did so. An officer in my Department, whose duties must commence prior to the meeting of the new House, had resigned. The question for me was, How is his place to be filled? The only appointing power, was by Rule 102, "The Speaker." I put the question. Can I say there is no Speaker? I read the law, it says, "For the purposes of this Act, the person who shall fill the office of Speaker at the time of any dissolution of Parliament, shall be deemed to be the Speaker until a Speaker shall be chosen by a new Parliament." I then thought the Rule of the House, 102, was made after the Internal Economy Act was past, therefore I might presume the Rule might apply to the Speaker as continued by the Act. I then decided that it would be my duty to ask, at your hands, the appointment, rather than take upon myself to appoint *provisionally* the officer to do the duty until a new Speaker was chosen. I have given you the reason for my application to you to fill the two vacancies occasioned by the resignation of Messrs. Tassé and David. If I was wrong, I hope you will not attribute to me any motive but acting under a sense of duty.

Ever yours faithfully,
(Signed) A. PATRICK.

P. S.—And should you as my lawful judge, consider I have acted improperly in not recognizing the appointments while acting under another authority, you will not attribute to me any desire to ignore your authority in any way.

A. P.

From the Clerk to the Speaker.

13th December, 1878.

DEAR MR. SPEAKER,—I have enclosed herewith for your approval the usual estimates. I have included the salary of the late Captain Nolan. There are no additions, but \$200 given to Mr. Brewer, the book-keeper. I am greatly concerned as to the effects or result of my obeying the orders in your letter of the 9th, received by me to-day.

I wish I could see you personally, and have a conversation on the subject. It is so important to me individually, I fear it will cause my dismissal. It is surely not right that I should be placed in such a position. Could you not call a meeting of the Board, or in some way relieve me. I cannot think you would see me sacrificed. I feel myself in a worse position than on the first day of last Session.

Believe me,

Ever yours faithfully,

(Signed)

ALFRED PATRICK,

Clerk of the House.

From the Speaker to the Clerk.

ST. JOHN, N. B.,

18th December, 1878.

MY DEAR MR. PATRICK,—I return you the estimates with my signature. There are some items that would bear pruning I suppose. Something should be done to keep down the number of Sessional clerks, and perhaps the number of Sessional messengers could be reduced, although they have not been increased I believe; but I suppose it is as well to let the estimates go in in the shape they were last year, and leave it to the new Commissioners and Speaker to make what reforms are yet necessary. I would ask you to dismiss Mr. Blais, who I believe is quite worthless; but I do not care to close my administration of the Department with an act of that kind.

I do not attach the slightest blame to you for the noise made about the appointments. I expected something of that kind, and I care very little about it. I feared that my formal letter to you, protesting against the interference of the Privy Council in the management of the Department of the House of Commons, would disquiet you a little. There is not a word in that letter which I could, with propriety, recall or modify. If Sir John A. Macdonald wished to communicate with you about the appointments he should have done so through the Speaker, or have addressed his remonstrances or injunctions to the Speaker instead of placing you in so embarrassing and unpleasant a position. I do not think that you should allow the matter to annoy you, as in all that preceded the dismissal of the persons appointed by me you acted strictly within the line of your duty; and for what you have done in obedience to the instructions of Sir John A. Macdonald, neither he nor his majority in the House will be disposed to blame you; nor do I anticipate that a majority will be found willing to assist the present Speaker in maintaining the independence and privileges of the House. I cannot call a meeting of the Commissioners, as you suggest, for two reasons. The first is, that to this moment I have not learned that there are any Commissioners. The other is, that calling a meeting of the Commissioners now to deal with appointments made by me, as Speaker, on your recommendation, would be to admit that I exceeded my powers, and did wrong in making these appointments.

I do not suppose that anyone who understands your position will condemn you very severely for having, under the circumstances, carried out the instructions of the Premier, although it was wrong to do so, and Sir John A. Macdonald should never have given you such instructions. He treated you discourteously, too, in sending

you a verbal instruction in such a case, and by a subordinate officer of your own ; but this I suppose you do not care to resent. The real blame, of course, will attach to him : and although your dismissing these gentlemen will, no doubt, be condemned, you will not be blamed for it very much as you, it is known, are yourself at the mercy of the majority of the House and of the Government who appointed you and may dismiss you. Of your being dismissed there is not the slightest probability.

Probably you should send a copy of my letter to Sir John A. Macdonald. You could, if you pleased, say that I suggested your sending it.

Yours truly,

(Signed)

T. W. ANGLIN,
Speaker.

The Clerk to the Speaker.

24th December, 1878.

DEAR MR. SPEAKER,—I have received yours of the 18th inst., accompanying the Estimates. I need not say I truly appreciate the more than kind spirit you shew towards myself, having reference to my position as acting under the instructions I received from Sir John A. Macdonald touching the appointments. I will here say that I have perfect confidence, that in the discharge of my official duties, if I act from a conviction that I am in the line of my duty, I have no reason to fear but that by yourself, the Government, or the House I shall be justly dealt with. To be frank, I must now say, that from the moment I saw in the newspapers a criticism upon your action in making the appointments, I honestly felt that a grave doubt existed as to the fact of your possessing the function to fill the vacancies or make the appointments in my Department, at least from the time the Board of Commissioners became defunct ; and the more I have examined into the matter the more I am convinced that that power did not exist, you will pardon me if I give you my reasons:—

1st. Before the enacting of the Internal Economy Act, from the time of the dissolution to the meeting of the new House, no power existed for filling vacancies in the Department but *provisionally* by the Clerk of the House.

2nd. The Act referred to provides that "for the purposes of this Act the person holding the office of Speaker at the time of a dissolution of Parliament shall continue such until a new Speaker is chosen," therefore his functions as Speaker are continued, as I think, *for the purposes of the Act* only.

3rd. The Act gives no authority to the Speaker to fill any vacancies or make any appointments, but that of accountant, or invests him with any other function other than to suspend or dismiss any of the officers, clerks, &c., in the Departments, and to act in the matter of the finances ; and

4th. If under the authority of the Act the Speaker is for all purposes *bona fide* Speaker *until* a new Speaker is chosen by the new House, it is not of necessity that a new Speaker must be chosen at all, even if the old Speaker ceased to be a Member of the House ; and the Governor General at the opening of Parliament cannot truthfully say "there being no Speaker of the House of Commons, &c."

For the above reasons, Mr. Speaker, with every desire not to intrude my opinions in antagonism to yourself or any act that you may wish to do, but to act under a conviction of my duty, I feel bound most respectfully to express to you that when I received the instruction of the Premier I obeyed it, and was glad to do so, as I was convinced the appointments were null.

I am sorry to say I feel that I may have, in a small degree, influenced you by recommending the two vacancies to be filled by you, that I knew were actually required, (now one must of necessity be filled before the meeting of Parliament by myself *provisionally*) in doing so, I did not for a moment suppose any exception would be taken, or your action in the matter called in question ; I now admit that I was wrong in so doing.

In conclusion, permit me to say to you that, since your formal letter of instructions to me, I have not had any instructions from any Member of the Government, although I sent to the Premier a copy of your letter, as you requested, nor does he know of my writing this letter.

I have, &c.,

(Signed) ALFRED PATRICK,
Clerk of the House.

The Speaker to the Clerk.

SAINT JOHN, N.B.,
30th December, 1878.

DEAR SIR,—I am of opinion that your view of the right of "the Speaker" to make necessary appointments during the interval between the dissolution of the House and the first meeting of the other, as at first stated, was correct, and that you are mistaken in the conclusion at which you have lately arrived. I think it is necessary to say this, in order that I may not seem to assent, even by silence, to the dismissal of these gentlemen whom I appointed, or to the *provisional* appointment by you, as Clerk, of other persons to do the work they were appointed to do, and which you still say it is absolutely necessary to have done. The Act relating to the Internal Economy, continues me in the Speakership "for the purpose of the Act," and by implication, at least, gives the Speaker, after the dissolution, as before, the authority to make necessary appointments. The Rule of the House passed, as you remarked, after the passage of that Act, describes how the appointments in such cases shall be made. In all cases, the Speaker alone is clothed with the power to appoint, suspend or dismiss, and with the exercise of that authority the Commissioners of Internal Economy, when they exist, have no power to interfere. When the Speaker consults them, it is only through courtesy, and not because the law or the Rules of the House require that he should do so. The appointments made by me were validly made, and they are still good, and the persons so appointed should be set to do any work that is to be done. Only the Speaker, or the House of Commons, can legally or properly annul those appointments, or any of them.

Yours truly,
(Signed) T. W. ANGLIN,
Speaker.

From the Speaker to the Clerk.

SAINT JOHN, N.B.,
17th January, 1879.

MY DEAR MR PATRICK,—That the preparatory work of the Session in the Private Bills Department may be properly done, it is necessary that this Department be properly organized.

Mr. Charles Panet is now the Senior Clerk in that Department. That rank I think he is fairly entitled to retain, and with the advance in rank, and the increase of responsibility, there should be some increase of salary. In the present state of affairs any considerable increase would be unjustifiable. I therefore direct that his salary be increased for the present from \$1,200 a year to \$1,300.

I hereby appoint Mr. E. P. Hartney to the position of Second Clerk. He will discharge the duties hitherto discharged by the late Mr. Thaddeus Patrick as Clerk of the Standing Committees on Railways, Canals and Telegraphs, and on Banking and Commerce, and also act as Clerk of the Standing Committee on Public Accounts.

As his duties will be very onerous, and his responsibilities very great, I think that even in these hard times, his salary should be at least \$1,400, and I direct that it be fixed at that amount for the present.

I direct also that Mr. Walter Todd take the position of Third Clerk in the Department; that he continues, as at present, to assist Mr. Panet, who will continue to discharge the duties of Clerk of Standing Committees on Standing Orders, and on Miscellaneous Private Bills, and that when not engaged in the performance of those duties he shall assist Mr. Hartney in any way Mr. Hartney may request, and that his salary be increased from \$800 to \$900.

And further, that Mr. Frank Macdonell, one of the Junior Clerks, be assigned to the branch of the Department presided over by Mr. Hartney, and act as that gentleman's assistant in the work of the Standing Committees on Railways, &c.

By this arrangement I think thorough efficiency will be secured, and due regard will be had for the economy now so necessary.

Please communicate to those gentlemen that I have made those changes in their rank, and in their salaries, and let those changes take effect immediately. At the same time assign their proper duties to each of them so that they may understand distinctly that the work done by the late Mr. Patrick, as Chief of that Department, shall in future devolve upon Mr. Panet and Mr. E. P. Hartney, and their assistants.

Yours truly,

(Signed) T. W. ANGLIN,
Speaker of the House of Commons.

St. JOHN, N. B.,
28th January, 1879.

MY DEAR MR. PATRICK,—I see by some of the papers that you have disregarded my instructions respecting the Private Bills Department; also, I am sorry that I cause you any annoyance about these matters, but I feel that I ought to do what I believe to be my duty.

Yours truly,

(Signed) T. W. ANGLIN.

From the Principal French Translator to the Clerk of the House.

OTTAWA, 27th September, 1878.

DEAR SIR,—In answer to your enquiry as to whether there is any necessity of filling the vacancy created in the French Translators' office by the resignation of Mr. Tassé, and as to whether I have any suggestion or recommendation to offer as to whom should be appointed to this office as well as to that of French Translator of Votes and Proceedings, I beg respectfully to submit the following observations:—

First, as to the office of Translator of Votes and Proceedings, it is obvious that, the duties of the incumbent, beginning with the first day of the Session, he should be appointed before the Session opens; and as the Journals are the official records of the proceedings of Parliament, I am of opinion that a tried, efficient and competent translator should be selected. And viewing the matter solely in the interest of the House generally, and of the French speaking Members especially, and believing also that the appointment to that office, which formerly formed part of the French Translators' Department, should be offered as a reward for faithful services in the latter, the salary attached thereto being higher than any of those allowed to the assistant translators, I would recommend that the situation be given to my first assistant, Mr. Gingras, whom, I understand, has applied for it, and who would be most

competent to fill it creditably, he having had twenty-eight years experience as translator. By following this suggestion, the authorities of the House would merely apply the principle of promotion and reward for long and faithful services.

But, should it not be deemed advisable to follow this recommendation, and if it was thought better, for certain considerations, to appoint some one not now in the service of the House, the only man that I could recommend for the position is Mr. J. L. Pitau, who has been employed as Sessional translator for the last five years, and who has always given me great satisfaction and proved himself a steady and hard working man. He has had some experience in the translation of the Votes and Proceedings, since the accession of Mr. David to the office, he having been often detailed to help him to do his work.

Should my first recommendation, which I make in a spirit of justice to my colleague and with a view to securing efficiency in the service of the House, be followed, it would create two vacancies in my Department, the filling of which would be of a still more pressing necessity, because our work does not begin with the opening of the Session, but several months before. In fact, the Departmental Reports, which are usually laid on the Table of the House in both languages at the beginning or in the course of the Session, are generally sent us for translation in October or November, so that any vacancy in the office should be filled as early as practicable, if it is desirable that the work be made in due time.

If Mr. Gingras was appointed translator of the Votes and Proceedings, I should recommend that Mr. Génand succeed him, Mr. Férchette succeed Mr. Tassé, Mr. Laframboise succeed Mr. Génand, Mr. J. L. Pitau be appointed to succeed Mr. Fréchette, and Mr. Charles E. Emond be appointed to succeed Mr. Laframboise.

Mr. Pitau has been employed as Sessional Translator for five years, and Mr. Emond for two or three years, and both are competent to fill the vacancies. They both are good translators, very punctual in the discharge of their duties, and I can conscientiously recommend them for permanent appointment in my Department.

I would also take the liberty to offer a few suggestions with reference to the salaries. When Mr. Blain was dismissed from the service in 1875, the principle of promotion was not followed with regard to the salary attached to his rank in the office, but I would strongly urge the justice and expediency of following this principle in the present instance; for if the present officers of the House were to see outsiders appointed to offices to which better salaries than theirs are attached, and if they can see no prospect of improving their position by the discharge of their duties, however faithful, they will deem it an injustice, and it will create a spirit of discontent among them which may lead them to shirk work as much as possible.

For 1875, the salaries attached to the French Translators' Office were as follows:

Coursolles	\$2,000
Gingras	1,700
Blain	1,600
Tassé.....	1,450
Génand	1,400
Fréchette	1,200

Making a total of..... \$9,350

The present salaries (in 1878) are:—

Coursolles.....	\$2,000
Gingras	1,700
Tassé	1,450
Génand	1,400
Fréchette.....	1,200
Laframboise.....	1,000

Making a total of..... \$8,750.

Now, should Mr. Gingras be appointed as suggested, and if it was possible to revert to the scale of salaries of 1875, I would recommend that they be apportioned as follows:—

Coursolles	\$2,000
Génand	1,600
Fréchette	1,500
Laframboise	1,400
Pitau	1,300
Emond	1,200
	Total.....
	\$9,000

Which would still be \$350 less than was paid in 1875.

But if it was deemed advisable to keep the bulk of the salaries within their present limits, I would suggest the following scales:—

Coursolles	\$2,000
Génand	1,600
Fréchette.....	1,450
Laframboise	1,250
Pitau	1,200
Emond	1,100
	Total.....
	\$8,600

This would leave \$150 at the disposal of the Commissioners, which I would strongly recommend to be given to Mr. Quéry, the proof reader of the Department, who only receives \$800 per annum, although he has to work very hard during the whole year round. As Mr. Quéry has given me entire satisfaction since his appointment, I think that it is only just that I should make this recommendation in his behalf, inasmuch as it will not increase the sum now allotted to our Department.

I have the honor to be, Sir,

Your most obedient servant,

T. G. COURSOLES.

ALFRED PATRICK, Esq.,
Clerk, House of Commons.

RETURN

(18)

To an ORDER of the HOUSE OF COMMONS, dated 18th February, 1879 ;—
For copies of the notices asking for tenders for reporting and publishing the Official Debates of this House, together with copies of all tenders received, and of all arrangements or contracts entered into for the reporting and publication of said Debates.

HOUSE OF COMMONS,
OTTAWA, 21st February, 1879.

*In accordance with the recommendation of the Joint Committee on Printing the above
Return is not printed.]*

RETURN TO ADDRESS.

COPIES OF THE PETITION

ADDRESSED TO THE

GOVERNOR IN COUNCIL

BY THE HONORABLE MESSIEURS

CHAPLEAU, CHURCH AND ANGERS

PRAYING FOR THE DISMISSAL OF

HIS HONOR LUC LETELLIER,*LIEUTENANT-GOVERNOR OF THE PROVINCE OF QUEBEC;*

AND OF THE ANSWER MADE TO THE SAID PETITION BY THE SAID
LIEUTENANT-GOVERNOR; AND OF THE REPLY MADE BY THE
SAID HONORABLE MESSIEURS CHAPLEAU, CHURCH AND
ANGERS TO THE SAID ANSWER, AND ALL COR-
RESPONDENCE AND PAPERS RELATING
TO THE SAID SUBJECT.

(19)



OTTAWA

PRINTED BY MAULMAN, ROGER & CO., WELLINGTON STREET.
1879.

ERRATA.

The arrangement o. the pages should be as follows :—

1. Petition from pp. 2 to 29.
2. Lieutenant-Governor's answer from pp. 36 to 40.
3. Reply from pp, 30 to 36.

RETURN

(19)

To an ADDRESS of the HOUSE OF COMMONS, dated 20th February, 1879;—For copies of the Petition addressed to the Governor in Council by the Hon. Messrs. Chapleau, Church and Angers, praying for the dismissal of His Honor Luc Letellier, Lieutenant-Governor of the Province of Quebec; of the answer made to the said Petition by the said Lieutenant Governor, and of the reply made by the said Hon. Messieurs Chapleau, Church and Angers to the said answer, and all correspondence and papers relating to the subject.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
27th February, 1879.

PETITION.

CANADA,
PROVINCE OF QUEBEC. }

To His Excellency General Sir Patrick Leonard McDougall, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Administrator of the Government of Canada, &c., &c., &c.

IN COUNCIL.

Joseph Adolphe Chapleau, of the City of Montreal, Member of the Legislative Assembly of the Province of Quebec, for the County of Terrebonne; Levi Ruggles Church, of the said City of Montreal, Member of the Legislative Assembly of the Province of Quebec, for the County of Pontiac, and Auguste Real Angers, of the City of Quebec, Queen's Counsel—by this their petition

Respectfully represent,

That on the 8th March, 1878, the Legislative Assembly of the Province of Quebec adopted the following Address to be presented to His Excellency the Governor General of Canada, to the Senate, to the House of Commons and to His Honor the Lieutenant Governor of the Province of Quebec, to wit:

Exhibit No. 1.—"The humble address of the Legislative Assembly of the Province of Quebec respectfully sheweth :

"That it appears from the explanations given by the Honorable Mr. Angers, and from the official correspondence communicated to this House, that His Excellency the Lieutenant Governor acknowledges that the Members of the DeBoucherville Cabinet have acted in good faith in the discharge of their duties.

"That His Excellency has allowed the measures submitted by his Government to this House and to the Legislative Council to be discussed and voted upon without order on his part to suspend them.

"That, whilst asserting their devotion to our Gracious Sovereign and their respect towards His Excellency the Lieutenant-Governor of this Province, this House is of opinion : That the dismissal from office of the De Boucherville Cabinet having taken place without reason constitutes an imminent danger to the existence of responsible Government in this Province, is an abuse of power in contempt of the majority of this House, whose confidence they possessed and still possess, and is a violation of the liberties and will of the people.

"And your petitioners will ever humbly pray"

That on the same day the Honorable Legislative Council of the Province of Quebec adopted the following Address to be presented to His Excellency the Governor-general, to the House of Commons, to the Senate and to His Honor the Lieutenant-Governor, to wit :

Exhibit No. 2.—"The humble address of the Honorable the Legislative Council of the Province of Quebec respectfully sheweth :

"That it appears from the explanations given by Honorable M. de Boucherville, and from official correspondence communicated to this House that His Excellency the Lieutenant-Governor acknowledges that the Members of the de Boucherville Cabinet acted in good faith in the discharge of their duties.

"That His Excellency permitted the Bills submitted to this House and to the Legislative Assembly to be discussed and voted upon without any order on his part to suspend them.

"That whilst expressing its loyalty and devotion to our Gracious Sovereign, and its respect for the Lieutenant-Governor of this Province, this House is of opinion : That the dismissal from office of the DeBoucherville Cabinet having taken place without sufficient cause, constitutes an imminent danger to the maintenance of responsible Government in this Province ; is an abuse of power exercised in contempt of the majority of both Houses (whose confidence they possessed, and still possess), and a violation of the rights and will of the people."

That the circumstances under which the Legislative Assembly and the Legislative Council of the Province of Quebec adopted the above resolutions are contained in the Ministerial explanations given to the Legislature on the 8th March, 1878, of which the following is a copy extracted from the Votes and Proceedings of the 9th of the same month :

Exhibit No. 3.—"M. DeBoucherville had received permission from the Lieutenant-Governor to give explanations respecting his dismissal from office at the sitting on Monday, the fourth March, instant. Between half-past one and two o'clock of the same day he received from His Excellency a notice not to give any explanations until the new Cabinet had been formed.

"This event having been announced, the late DeBoucherville Government has the right, in virtue of the permission so obtained, to give its explanations to the House and to the country.

"It is my duty to announce to the House that the DeBoucherville Government did not resign. A Government possessing the confidence of the great majority of the representative assembly, and of almost the whole of the Legislative Council, has no right to resign if it has really at heart the interests of the country and a respect

for its duty. This Government was dismissed from office by the Lieutenant-Governor. The facts which preceded and followed this event are entered in a Journal kept from day to day and from hour to hour, under the dictation of the ex-Premier, and the following is an exact and faithful recital thereof ;

"On the 26th February, 1878, at about half past four o'clock p.m., the Premier received from the Lieutenant-Governor, through his Aide-de-Camp, the following letter:—

" GOVERNMENT HOUSE,

" Quebec, 25 February, 1878.

" To the Honorable C. B. DEBOUCHERVILLE.

" Premier of the Province of Quebec.

" The Lieutenant Governor desires the Executive Council to prepare for his consideration a *factum*, including a copy of the following documents:—

" 1. A copy of the Acts of the Dominion Parliament authorizing the construction of the Railway now known under the name of the ' Quebec, Montreal, Ottawa and Occidental Railway,' as well as a copy of the Acts of the Legislature of Quebec respecting the same railway.

" 2. A copy of the Acts of the Legislature of the Province of Quebec respecting the construction of the Railway between Quebec and Montreal, commonly known as the North Shore Railway.

" 3. A copy of the By-laws of each of the Municipal Corporations by which they agreed to assist in the construction of the said road.

" 4. A statement of the amount of the grant paid by each of those corporations, and a copy of the correspondence exchanged between the Government, the Railway Commissioners, or the Contractors of the said road, and the said Municipal Corporations, with respect to their said grant or subsidy.

" 5. A copy of the several contracts entered into for the construction of the said roads.

" 6. A copy of the official or confidential reports of the Engineers to whom was entrusted the location of these lines of railway, in whole or in part.

" 7. A copy of the Report of the Railway Commissioners, laid before both Houses during the present Session, respecting the said roads.

" 8. Copy of the representations made to the Government by the Municipal Corporations interested, or by the ratepayers of these municipalities, respecting the condition of their grant or subsidy.

" 9. Copy of the resolutions proposed to the Provincial Legislature during the present Session, respecting the said subsidies, and to facilitate the payment and survey of the same.

" 10. Copy of the Bill based upon the said resolutions, which was introduced into the House during the present Session.

" 11. A plan showing the locations of each of the said Railways, or of any portion thereof.

" 12. A detailed statement of the reasons which induced the Provincial Government not to content themselves with the provisions of the Statute and Common Law, and with those of the Civil Code of this Province, for the recovery of the sums of money which might become due by the said Corporations, but without having in any manner previously consulted with the Lieutenant-Governor, to propose an *ex post facto* legislation to compel them thereto.

" Another very important measure to provide for the imposition of new taxes, was also similarly proposed to the Legislature, without having been previously submitted to the Lieutenant-Governor.

"The Lieutenant-Governor is perfectly aware that measures of secondary importance, which have previously been sufficiently explained to him, may be, as a matter of routine, proposed to both Houses without an express order from himself, but he cannot allow the Executive to communicate to the Legislature on his behalf any important or new measures without his special order, and without his having been previously fully informed and advised thereof.

(Signed)

"LUC LETELLIER,

Lieutenant-Governor.

"The Premier prepared his answer during the nights of the 26th and 27th February. This answer was delivered by him in person to the Lieutenant-Governor at Spencer Wood about ten o'clock, a.m., on the 27th. It reads as follows:

"QUEBEC, 27th February, 1878,

"To His Excellency the Hon L. LETELLIER DE ST. JUST,
Lieutenant-Governor of the Province of Quebec."

"MAY IT PLEASE YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of the memorandum sent me yesterday afternoon by Your Excellency, through your Aide-de-camp, who, at the same time informed me that you were ill in bed. I submitted this memorandum to the Executive Council and I shall see, as Your Excellency desires, that all due diligence be used, in order that all the documents required may be transmitted to you as soon as possible."

"In anticipation of the factum desired by Your Excellency, which will contain a more detailed statement of the motives which induced the Provincial Government to bring in the measures to which you draw my attention, I consider it my duty to represent that the reasons which, amongst others, caused the Government to submit to the Legislature a law obliging the municipalities, to pay their subscriptions for the construction of the Provincial Railway, on the decision of the Lieutenant-Governor in Council, after a sworn report made by a competent Engineer, and after a notice of fifteen days, to give such municipalities an opportunity of being heard,—are the ill-will of certain municipalities, shown by some in their neglect to comply with the requests of the Treasurer, by others in their formal refusal to pay, and in certain cases, by resolutions adopted asking new conditions respecting the agreements which they had made with the Government.

"The Government was of opinion that, without such legislation, the object of which is to avoid the delays of ordinary legal proceedings, the result of the ill-will of these municipalities would have been either to necessitate a new loan by the Province and, consequently, to cause a burden to be unjustly imposed upon municipalities which had entered into no engagements and which would derive no immediate benefit from the construction of the road, or the complete stoppage of the works already begun, together with the inevitable loss of interest on the enormous capital already laid out upon this enterprise, and the other damages resulting therefrom.

"The Government, while undertaking, in the first place, by the said law, to fulfil the conditions which it had agreed upon with the said municipalities, considered that, in substituting for the ordinary courts, the Lieutenant-Governor, with an Executive Council responsible to the Legislature and to the people, it offered to the parties interested a tribunal which afforded as many guarantees as the ordinary courts.

"I would also take the liberty of calling Your Excellency's attention to the fact that similar provisions are already in our Statutes.

"I would cite to Your Excellency Chapter 83 of the Consolidated Statutes of Canada, and also Chapter 47 of 36 Victoria of the Statutes of Ontario.

"I humbly submit to Your Excellency that a law devised for the better securing of the execution of a contract cannot have a retro-active effect. It enacts for the future and its objects are the respective interests of the parties.

"Now, I beg Your Excellency to note, that while you were at Rivière Ouelle, I had the honor of requesting your authorization to lay the question of Finances before the House, and that you were kind enough to reply that you sent me a blank form by mail, and I considered this, at the time, as a great mark of confidence on your part. I did, in effect, receive a blank form with your signature, which I handed to the Treasurer, who had it filled up by your Aide-de Camp.

"Later on, I had the honor of requesting Your Excellency's authorization generally to lay money questions before the House, and this Your Excellency granted with your usual condescension. This permission, moreover, had invariably been accorded me by your predecessor, the late lamented Mr. Caron.

"I must admit that with this authorization and the conviction in my mind, that Your Excellency had read the Treasurer's Budget Speech, in which he announced the taxes which were afterwards proposed, I considered I had a right to inform my colleagues that I had your permission for all questions respecting money.

"I beg Your Excellency to believe that I never had any intention of arrogating to myself the right of having measures passed without your approval, and that under existing circumstances, having had occasion to speak to Your Excellency in reference to the law respecting the Provincial Railway, and not having received any order to suspend it, I did not think Your Excellency would discover in this measure any intention on my part to slight your prerogatives, which no one is more disposed than I am to respect and uphold.

"Your, &c., &c.,

(Signed) "C. B. DEBOUCHERVILLE."

"After some conversation, the Lieutenant-Governor having heard M. DeBoucherville's explanations, admitted that, if there had been any misunderstanding, it was in good faith on the part of the latter in authorizing his colleagues to say that they were authorized to submit the legislation in reference to money matters.

"He afterwards told him, in reply to his question on the subject, that the only difficulty remaining was the question of the Quebec, Montreal, Ottawa and Occidental Railway, and that he would give an answer on the following day, the 23th February.

"On the 28th February, at about half past seven in the evening, Mr. DeBoucherville went to Spencerwood to convey to the Lieutenant-Governor the documents asked for in the letter of the 25th (which documents were prepared by the Honorable the Secretary, and were accompanied by a synopsis). He asked him if he would soon give his answer. The Lieutenant-Governor told him he would examine the documents and probably give it to him on the following day, the 1st March.

"On leaving, Mr. DeBoucherville said: 'If I understand you rightly, you are hesitating between giving your sanction to the Railway Bill and reserving it.' He replied: 'That is it.'

"On the 2nd of March, at five minutes to one in the afternoon, the Aide-de-camp of the Lieutenant-Governor handed to Mr. DeBoucherville the letter given hereafter.

"Before the Aide-de-camp left, he was asked how His Excellency was. The Aide-de-camp replied that he was not so well, and then asked when we intended closing the Session. Mr. DeBoucherville replied that he could not say, as many matters were in arrear.

“ The following is the letter in question :—

“ GOVERNMENT HOUSE,
Quebec, 1st March, 1878.

“ To the Honorable C. B. DeBoucherville, Premier, Quebec :—

“ The Lieutenant-Governor, taking into consideration the communication made to him verbally (on the 27th February) by the Premier, and also taking into consideration the letter which the Premier then gave to him, is prepared to admit that there had been no intention on the part of the Premier to slight the prerogatives of the Crown, and that there was only on his part an error committed in good faith in the interpretation that he gave to words used by the Lieutenant-Governor in the interview which they had on the 19th February instant; words which did not imply the authorization attributed to them by the Premier.

“ With this interpretation and the instructions given in consequence by the Premier to the Honorable Messrs. Angers and Church, these gentlemen did not, willingly, do anything against the duties of their office.

“ As to the blank, which the Lieutenant-Governor addressed to him from Rivière Ouelle, the Lieutenant-Governor knew that such blank was to be used for the purpose of submitting the Estimates to the House.

“ This act was a token of confidence on his part, as stated by the Premier in his letter of the 27th, but it was confidential.

“ The Lieutenant-Governor deems it his duty to observe that in his memorandum of the 25th February last, he in no way expressed the opinion that he thought that the Premier ever had the intention of arrogating to himself the right of having measures passed without his approval, or of slighting the prerogatives of the representative of the Crown.

“ But the Premier must not lose sight of the fact that although he had not so intended, the fact remains as he was told by the Lieutenant-Governor.

“ The fact of having submitted several new and important measures to the Legislature, without having previously, in any manner, consulted the Lieutenant-Governor, although without any intention of slighting his prerogatives, gives rise to one of those false positions which places the representative of the Crown in a difficult and critical situation with references to both Houses of the Legislature.

“ The Lieutenant-Governor cannot admit that the responsibility of this state of things rests upon him.

“ So far as concerns a Bill entitled “ An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway,” the Premier cannot apply to the measure the pretended general authorization mentioned by him in his letter, for their interview took place on the 19th February and the Bill had then been before the House for several days, without the Lieutenant-Governor having been in any manner informed of it by his advisers.

“ The Lieutenant-Governor then told the Premier how much he regretted such legislation; he represented to him that he considered it to be contrary to the principles of law and justice. Notwithstanding this, the measure was pushed on until it was adopted by both Houses.

“ It is true that the Premier gives in his letter as one of his reasons for so acting, ‘ that this permission of making use of the name of the representative of the Crown had been, moreover, always allowed him by the predecessor of the present Lieutenant-Governor, the late lamented Mr. Caron.’

“ This reason cannot avail with the Lieutenant-Governor, for by so doing he would abdicate his position as representative of the Crown—a proceeding which neither the Lieutenant-Governor nor the Premier could reconcile with the duties of the Lieutenant Governor-towards the Crown.

“ The Lieutenant-Governor regrets being compelled to state, as he told the Premier, that he has generally not been explicitly informed of the measures adopted

by the Cabinet, although the Lieutenant-Governor often gave occasion therefor to the Premier, especially during the course of last year.

"The Lieutenant-Governor, from time to time, since the last meeting of the Legislature, drew the attention of the Premier to several matters respecting the interests of the Province of Quebec, amongst others :—

"1. To the enormous expenditure occasioned by very large subsidies to several railways when the Province was burdened with the construction of the branch line of railway from Quebec to Ottawa, which should prevail over all others; and that at a time when our finances compelled us to raise loans disproportionate to our revenues.

"2. On the necessity of reducing the expenses of the Civil Government and those of Legislation, in place of having recourse to new taxes, with a view of avoiding financial embarrassment.

"The Lieutenant-Governor, although with regret, expressed to the Premier the opinion that the Orders in Council, for the increase of the salaries of Civil Service employees, seemed to him inopportune at a time when the Government had effected with the Bank of Montreal a loan at the rate of seven per cent. for half a million, on condition of increasing this loan to one million, and, in fact, to-day even (1st March) the Lieutenant-Governor was obliged to allow an Order in Council to be passed to secure the last half million for the Government, without which the Government would be unable to meet its obligations, as stated to him by the Honorable the Treasurer, by order of the Premier.

"The Premier did not either then or since inform the Lieutenant-Governor that the Government were in so impecunious a condition as to require special legislation to increase the public burdens.

"The Lieutenant-Governor therefore stated and repeated these facts to the Premier, and now deems it his duty to record them here, in order that they may serve as a memorandum for himself and the Premier. It results therefore :—

"1. That although the Lieutenant-Governor had made several representations, in his quality of representative of the Crown, to the Premier on those various subjects of public interest, his advisers have taken administrative and legislative steps contrary to such representations, and without having previously advised him.

"2. That the Lieutenant-Governor has, without evil motives, but in fact, been placed in a false position, by being exposed to a conflict with the desires of the Legislature, desires which he acknowledges to be paramount, when expressed in a constitutional manner.

"The Lieutenant-Governor has attentively read and examined the memorandum and documents which the Premier was kind enough to bring him yesterday.

"In the record are petitions from several municipal corporations, and from citizens of different localities, addressed to the Lieutenant-Governor, against the resolutions and the Government Bill respecting the Quebec, Montreal, Ottawa & Occidental Railway.

"The Lieutenant-Governor was only yesterday in a position to take communication of some of those petitions, inasmuch as they had not been transmitted to him before the record.

"The Lieutenant-Governor, after mature deliberation, cannot accept the advice of the Premier in reference to the sanction to be given to the Railway Bill entitled 'An Act relating to the Quebec, Montreal, Ottawa & Occidental Railway.'

"For all these reasons, therefore, the Lieutenant-Governor cannot consider this memorandum without expressing to the Premier the regret which he feels in being no longer able to retain him in his position, contrary to the rights and prerogatives of the Crown.

" (Signed)

L. LETELLIER,

Lieut.-Governor.

“ On the 2nd March, about two o'clock, p.m., Mr. DeBoucherville went to Spencer Wood; when he arrived he was admitted to the presence of the Lieutenant-Governor and told him that according to the memorandum received from him that day, he understood that he was dismissed from the office of Premier.

“ The Lieutenant-Governor told him he was to take his own interpretation from the letter. Upon this Mr. DeBoucherville handed him the letter, which will be found further on, as being his answer.

“ The Lieutenant-Governor, without opening it before him, made some remarks on the difficulty in which the legislation had placed him.

“ Mr. DeBoucherville replied that in 'his present position, he thought he had no opinion to express on the subject.' He then bowed himself out. When he had proceeded a short distance from the house, he caused the vehicle to return, having forgotten to ask permission from the Lieutenant-Governor to give explanations to the House. After having been a second time admitted to the presence of the Lieutenant-Governor, he asked permission to give explanations and to make known the memorandum of the Lieutenant-Governor and his replies thereto.

“ The Lieutenant-Governor told him he had no objection, and asked him as to the person he should send for. Mr. DeBoucherville replied that he looked upon himself, having been dismissed, as being in a different position from a Minister who, although defeated in the House, still retained the confidence of the Sovereign; that he had had a majority of twenty-five in one of the late votes, that under these circumstances he did not think he could advise him in the matter. He then left him, and while in the ante-room, the Lieutenant-Governor recalled him, and said: 'Please delay the explanations until Monday.'

“ The following is a copy of a letter which Mr. DeBoucherville handed to the Lieutenant-Governor, when the latter told him that he was to take his own interpretation of his memorandum:—

“ QUEBEC, 2nd March, 1878.

“ *To His Excellency the Lieutenant-Governor of the Province of Quebec:*

“ MAY IT PLEASE YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of your memorandum in which you come to the conclusion that you cannot retain me in my position as Premier.

“ I have therefore no other duty to perform beyond submitting to my dismissal from office communicated by Your Excellency, reiterating at the same time my profound respect for the rights and prerogatives of the Crown, and my devotion to the interests of our Province.

“ I have the honor to be,

“ Your Excellency's &c., &c,

“ (Signed) C. B. DEBOUCHERVILLE.”

“ On the 28th January, 1878, Mr. DeBoucherville had sent to His Excellency the Lieutenant-Governor, who was then at Rivière Ouelle, the following telegraphic despatch:—

“ Can you send me Authorization Resolution respecting Finances?’

The Lieutenant-Governor, on the following day, the 29th, telegraphed to Mr. DeBoucherville: 'Blank mailed to-day. If presence necessary, telegraph. Return Friday.'

“ The resolutions respecting the North Shore Railway were submitted to the House only on the 29th January, after the telegram had been received from the Lieutenant-Governor that a form signed in blank had been mailed to Mr. DeBoucherville in reply to his despatch of the previous day, saying: "Can you send me Authorization Resolutions respecting Finances?" On the 30th January, the first resolution was reported from Committee of the Whole. On the 31st it was adopted by the House.

"On the 1st February, the House again went into Committee of the Whole, and reported the other resolutions on the same subject. But it was only on the 5th that the adoption of the Report of the Committee was carried; the House throwing out the motion of non-confidence on this point by 33 to 21.

"On the 5th February, a Bill based on these resolutions was introduced; the second reading was delayed until the 18th of February; the third reading took place on the 19th during all this time the Lieutenant-Governor, to whom the votes and proceedings were sent daily, remained silent.

"On the 19th February, Mr. De Boucherville met the Lieutenant-Governor and in the conversation which took place on the subject of the measure, thought he had satisfied him as to its legality and the urgency of its being passed. The Lieutenant-Governor was so far from being explicit as to his intention that Mr. DeBoucherville left him with the impression that he was authorized.

"The Lieutenant-Governor does not contend in his memorandum of the 1st March, 1878, that he had given orders to suspend the legislation.

"Sent up to the Legislative Council, this Bill had gone through its third reading before the first letter was received from the Lieutenant-Governor, dated the 25th February last, but only delivered at 4.30 p.m., on the 26th. In fact, the Lieutenant-Governor, in his letter of the 1st March, admits that he did not in any way in his memorandum of the 25th February, express the opinion that he considered the Premier had intended to arrogate to himself the right of getting measures passed without his approval or of slighting the prerogatives of the representative of the Crown.

"Having ascertained that a misunderstanding existed as to the interpretation of the authorization asked by telegraphic despatch on the 23rd January, and answered on the 29th, by a message stating that a form signed in blank was sent, and in view of the impressions left by the conversation of the 19th February in Mr. de Boucherville's mind, should the Lieutenant-Governor have waited to make known for the first time the existence of this misunderstanding until the 26th February, at which date the whole of the legislation of which he complains had been discussed and voted in the affirmative by both Houses.

"The confidence shewn by the Lieutenant-Governor on the 29th January in Mr. de Boucherville by forwarding the form signed in blank was calculated to justify him in interpreting the silence of the Lieutenant-Governor at least as not meaning dissent.

"After these interviews of the 19th February the silence observed until the 26th February was also of a nature to lead him to believe that he had a general authorization to submit to the House all measures which the public service required.

"On the 31st of January, 26 days previous to the first memorandum of the Lieutenant-Governor, the Honorable Treasurer made his budget speech, in which he announced the new taxes which it would be necessary to levy to meet the obligations of the Province, obligations contracted during several previous years and resulting from the policy then inaugurated on Railways, and which had received the concurrence of several members belonging to the party opposing the Government.

"Can this speech, published *in extenso* by the Press of the whole country, have escaped the notice of the Lieutenant-Governor?

"On the 19th of February, the resolutions demanding those taxes, but at a lower rate than the one mentioned by the Treasurer in his speech, were presented, and on the 0th were adopted by a vote of 39 against 22.

"The Lieutenant-Governor in his memorandum of the 1st March complains that Mr. De Boucherville did not let him know that the Government was in an impecunious condition requiring special legislation to increase the public taxes."

"The Premier would have formed an erroneous idea of the situation if he had so qualified the temporary embarrassment, caused by the ill-will of the municipalities which had subscribed for the construction of the Provincial Railway in neglecting to faithfully fulfill their obligations. He would have formed an erroneous idea of the situation in presence of the results obtained so far without any burden having been imposed in order to obtain them.

“ On the 22nd February notice was given of resolutions respecting Railways in the Eastern Townships and on the south shore of the St. Lawrence.

“ On the 23rd of the same month the resolutions were introduced and subsequently adopted by a vote of 41 to 16. These resolutions do not in any way increase the actual debt of the Province. The Lieutenant-Governor said in the same memorandum: ‘That the construction of the Railway from Quebec to Ottawa should prevail over that of other Railways.’ The legislation of many years past on this subject establishes no priority in favor of the Provincial Railway to the detriment of Railways in the Eastern Townships and on the South Shore. The DeBoucherville Government would have contravened the law if they had adopted any other view of the matter.

“ In the same memorandum the Lieutenant-Governor declares ‘That he cannot accept the advice of the Premier in reference to the sanction to be given to the Railway Bill, intituled: ‘An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway.’ This declaration is premature, the Premier never having been called upon to give his opinion as to the sanction to be given; and if, had he been called upon to do so, he would, under the circumstances, have recommended that it be reserved for the decision of the Governor General, being in doubt as to the Lieutenant-Governor having the right, of his own accord, *ex proprio motu*, to exercise the prerogative of veto, and thus to decide finally on the fate of a measure passed by both Houses, when the British North America Act of 1867 seems to leave such power to the Governor General.

“ The memorandum of His Excellency refers to petitions of several corporations and citizens of different places, addressed to the Lieutenant-Governor, against the resolutions and the measures of the Government concerning the Quebec, Montreal Ottawa and Occidental Railway.

“ It is sufficient to consider that these petitions came from debtors from whom the law intends to force payment, to arrive at the correct conclusion that the opinion of both Houses should prevail over that expressed in such petitions.

“ The Lieutenant Governor in the same memorandum refers to Acts of Administration which date from before the Session, and to which he has given his assent. As he alludes to matters for which the Government is responsible to both Houses, as advisers of the Crown, and as they are foreign to the question of prerogative raised by the Lieutenant-Governor, they cannot be adduced in this memorandum as reasons for the conclusion arrived at by His Excellency that he cannot continue to retain Mr. DeBoucherville in his position against the rights and prerogatives of the Crown; therefore, to avoid being carried away by this side issue or *hors d'œuvre*, there is no reason to question them now.

“ The Lieutenant-Governor further expresses the opinion that the state of our finances forced us to make loans disproportionate to our resources.

“ The necessity of here repeating this phrase is to be regretted, but the credit of the Province requires that it should be contradicted. The mere reading of the budget speech will suffice to reassure alarmists.

“ From all the above facts from admissions contained in the last memorandum of the Lieutenant-Governor, from the transmission of the form signed in blank and sent by him in reply to a request by Mr. DeBoucherville, asking his authorization to introduce resolutions respecting finances, and from the silence of the Lieutenant-Governor up to the 26th February last, it results that no measures have been introduced into the House in opposition to the prerogatives of the representative of the Sovereign.

“ Nothing more remains now for me to do but to reiterate the declaration I made in commencing these explanations. The DeBoucherville Cabinet has not resigned. It has been dismissed from office by the Lieutenant-Governor.

“ The Conservative party is no longer in power. But it is in this House a power, a qualified power, a majority in the Opposition. The majority here, the majority in the Council, the majority in the Country. The Conservative party has

been dismissed from office ; but it stands uncompromised, without compromise, without division, devoted to the Constitution and to the welfare of the country.

“ (Signed)

A. R. ANGERS,

“ Ex-Attorney General.

“ Member for the Electoral District of Montmorency.”

That, on the 7th March, the Legislative Assembly, having heard of the dismissal from office of the DeBoucherville Government, adopted before the formation of His Honour the Lieutenant-Governor Luc Letellier's new Cabinet, the following address:—

Exhibit No. 4.—“ We, Her Majesty's dutiful and loyal subjects, the Legislative expression of Quebec, in Provincial Legislature assembled, desire to reiterate the Assembly of our loyalty and attachment to Her Majesty, Queen Victoria, and our perfect submission to the Constitution.

“ We renew the declaration of our confidence in the DeBoucherville Administration, so often and decidedly expressed during the present Session.

“ We desire firmly and emphatically to declare that we have not, and can not have, confidence in any Administration which may be substituted for the one dismissed, inasmuch as such dismissal occurred whilst the DeBoucherville Administration enjoyed the entire confidence of the large majority of the representatives of the people in Provincial Legislature assembled, unless such Administration to be appointed be a strong and efficient one, chosen from the party represented by the majority in this House.”

That on the 9th March Mr. Loranger, Member for Laval, seconded by Mr. Lynch, Member for Brome, moved that the following address be by the Speaker of the Legislative Assembly presented at the Bar of the Honorable Legislative Council to his Honor the Lieutenant-Governor at the prorogation of the Legislature:—

Exhibit No. 3, p. 226.—“ The Legislative Assembly of the Province of Quebec deem it their duty to humbly represent that the Cabinet of which the Honorable Henri Gustave Joly is the chief, was defeated three different times, at the sitting of the 8th instant, by majorities varying from twenty to twenty-two votes.

“ And they regret to state that the constitution has been disregarded by the advisers of His Excellency to the extent that they persist in retaining power against the will of the majority of this House, and of the country.

“ The Legislative Assembly believes it, moreover, their duty to express their regret that they have been put to the necessity of suspending the passage of the Supply Bill until justice has been extended to the majority of this House.

“ The Legislative Assembly desires respectfully to represent to Your Excellency that there exists in the House a political party possessing the confidence of the country, and having a large majority in the House, that this party is competent to administer the public business, and that the prorogation of the Legislature presently would be prejudicial to the legislation and to the interests of the country.

“ The Legislative Assembly desires to represent to Your Excellency that the fact of the minority having a control over public affairs is the cause of the embarrassment under which the Province labors through the suspension of the Supply Bill ; and that a prompt solution of the difficulty may be arrived at by acting in conformity with the Constitution.

“ The Legislative Assembly desires also to represent to Your Excellency that inasmuch as there exists in the House a political party strong enough to command a large majority, there is no necessity for a dissolution of the Legislature, a step which will cause considerable and useless expense to the Province, and seriously threaten the peace and tranquility of the people of this Province.”

The House, after voting by 33 against 12 that the resolutions above mentioned were in order, was unexpectedly interrupted before their adoption by a message of His Honor the Lieutenant-Governor, requesting the attendance of the House in the Legislative Council, and then and there was by him prorogued.

That the Lieutenant-Governor addressed to His Excellency the Governor-General an "explanatory case," bearing date the 19th March, 1878. This document, most materially different from the one sent to Mr. deBoucherville informing him of the reasons for which the Lieutenant-Governor was no longer able to retain him in his position, is as follows:—

"GOVERNMENT HOUSE,

"QUEBEC, 18th March, 1878.

Exhibit No. 5. (Translation.)

"To the Right Honorable the EARL OF DUFFERIN, K. P., K. C. B., G. C. M. G.,

"Governor-General of Canada,

"Ottawa.

"MY LORD:—I have the honor now to submit for your Lordship's consideration documents and details which I could not lay before the public, but from which it would have been more clearly understood that the dismissal of M. DeBoucherville's Cabinet was forced upon me by circumstances.

"These details are not contained in the correspondence which I authorized M. DeBoucherville to place before the House, and which are hereunto annexed.

"From the day that I was, by your Excellency, raised to the position I occupy at present, all my private relations with the members of my Cabinet, up to the time of their dismissal from office, were, I must admit, generally of an agreeable nature; but in those of an official character with the Premier, I almost invariably felt that I did not enjoy that entire confidence on his part which is the chief element of a cordial understanding between the representative of the Crown and his advisers.

"After having studied the general state of the affairs of our Province, after having become convinced that legislative and administrative changes were becoming more and more necessary, I decided upon using with moderation, and with the greatest possible discretion, the influence attached to my position in order to obtain the realization of that which I deemed to be of the greatest advantage to the Province.

"I regret to state to Your Excellency that, although M. De Boucherville, did, on most occasions, take my advice in good part and generally approved of it, he nevertheless, almost always acted as though he had never received it. Nevertheless, far from using my authority to obstruct his action in any way, I invariably treated him with great indulgence, as will appear to Your Excellency by the following facts:

1st.—During the Session of 1876, a Bill had been read three times in one of the two branches of the Legislature, and only twice in the other.

"This Bill, bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted, was submitted to me by the Premier for my sanction.

"In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

"Not long afterwards I was informed of the irregularity, and I immediately spoke of it to the Premier, I made the observation that such an act would entail too serious consequences to allow of its being passed over.

"As a favor to him, however, I passed over this instance of irregular legislation which was then irreparable.

"2nd.—During the same Session another Bill was submitted to me for my sanction.

On examining it, I perceived a blank which had not been filled up, which I pointed out to the Premier, in the following letter:—

“ Private.

“ QUEBEC, 27th December, 1878.

“ MY DEAR PREMIER,—A Bill (E) which originated in the Council was passed by the Legislative Assembly, without amendment; upon reading it before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

“ You followed the usual practice in not fixing the amount of the penalty in the Legislative Council; but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount fixed by the House, or it may have been an error in the proof-sheets.

“ While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word *amender* is in the infinitive mood. I notice this latter inaccuracy, to which I do not attach much importance, only because I discovered another in an Act in which I had to point out to you—an omission which I consider fatal.

“ Yours very truly,

“ (Signed) L. LETELLIER.

“ The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was. The conciliatory spirit which I showed in granting my consent seemed to please him.

“ 3rd.—In March, 1877, (vide appendix A,) my advisers caused me to make an appointment of a Municipal Councillor for the South Ward of the Village of Montmagny, under the pretext that there had been no election, or that if such election had taken place, it was illegal.

“ The whole of the circumstances connected with this case, I deem it my duty to explain to Your Excellency, on account of the important principle involved therein.

“ After due personal examination of the petitions and other accompanying documents relating to that election, I called on the Premier, at his own office, to beg of him not to hurry the appointment, which he was asked to make, of a Municipal Councillor for that locality, before receiving more ample information.

“ I pointed out to him that it appeared that a municipal election had taken place, and that in such case, as a principle, the Executive Council should not interfere.

“ I added that from the moment that a legal, or even an illegal election had taken place, the duty of deciding it rested with the courts, in accordance with the ordinary course of law, of which they are the interpreters.

“ I then intimated to M. DeBoucherville that I maintained, on principle, that all matters cognisable by the judiciary should be invariably left to the courts, which from their organization are better fitted than the executive to enquire into matter of fact and of evidence, and that I would never allow the substitution of the powers of the executive for those of the courts, when the latter had jurisdiction.

“ The Premier admitted that that opinion, and the principle on which I based it, were in conformity with his ideas, and necessary for the proper administration of justice. He asked me if I would consent to see Mr. Angers, the Attorney-General, on the subject.

“ I at once consented, and the Attorney-General was immediately sent for; the facts connected with that election difficulty and my views regarding them, were then communicated to him. He promised that before any appointment should be made by the Lieutenant-Governor he would make enquiry.

“ Shortly afterwards he reported to me that he had made an enquiry into the facts of the case, and, at his suggestion, I appointed Jules Bélanger to be Councillor.

“ In the beginning of March, 1877, difficulties and quarrels arose at Montmagny, in consequence of that election.

"After that appointment those quarrels broke forth afresh in the municipal council itself, from which the Councillor whom I had thus been caused to appoint, was expelled with violence. That appointment I was recommended to make, notwithstanding the fact that an election had taken place; that it had been held and presided over by the Mayor, that Eugène Fournier had been returned by acclamation, that he had been sworn in according to law, and that at the very time when the appointment of Jules Bélanger was recommended to me, the person thus elected had in fact taken his seat, had been sworn, and had sat at the said Council, as appears by the minutes of the Council.

"When I afterwards learned these facts, I communicated them to the Premier, whom I requested to prepare a revocation of the appointment which I had thus been caused to make, contrary to the principles above set forth, and the justice of which he had himself admitted.

"The Premier answered that the matter was of a very delicate nature, as such a proceeding would be contrary to the recommendation of Mr. Angers, his Attorney-General; he concluded by saying that he would get him to prepare a report on the subject.

"I received that report some days later. After having read it, I again intimated to Mr. DeBoucherville, that in the interests of peace, and in conformity with the principle that executive should not be substituted for judicial power in matters within the province of the latter, I insisted upon the revocation being made.

"After waiting several days for an answer, and not having received any from the Premier, I addressed a letter to him, of which the following is a copy:—

" "QUEBEC, 14th March, 1877.

" "Private and Confidential.

" "MY DEAR DEBOUCHERVILLE,—I have not received any answer on the subject of the appointment of a Councillor at Montmagny.

" "Those who deceived the Government in order to induce me to perform an executive act in connection with a question which they then knew to be within the judicial power, do not, in my opinion, deserve consideration, which cannot but be injurious to the Government and myself.

" "The remedy is very simple, rescind the appointment; allow the parties interested to fight it out before the Courts.

" "Yours very truly,

" " (Signed)

L. LETELLIER."

"If, my Lord, I insist upon this latter point, it is to show Your Excellency that the Prime Minister was then perfectly aware of my views on that point, and should not, in consequence, have introduced during the last Session of our Legislature, any legislative measure, or performed any administrative act tending, to substitute executive for judicial power without notifying me, and especially without advising me on the subject.

"It was easy for the Premier to understand from my remarks and the frequent conversations which I had with him, that I could not consent to see Her Majesty's subjects despoiled of the right guaranteed to them by Magna Charta; that their property should never be interfered with, except in virtue of a judgment rendered by the tribunals of the country.

"4th.—On the 19th March, 1877, being on the eve of absenting myself for a few days, I wrote to the Hon. Mr. Chapleau; and in a postscript I said: 'Please oblige me by telling the Premier that if he needs my concurrence, Mr. Gauthier may bring down to me the documents requiring my signature.'

"M. DeBoucherville should have understood from that, that if I was ready to give him my concurrence, it was on condition of having all documents submitted to me before signing them.

"I leave you, my Lord, to judge in what manner my views were interpreted.

" 5th.—Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville the letter of which the following is a copy :—

" 'QUEBEC, 6th November, 1877.

" (Private.)

" 'MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published, under my signature, two proclamations which I had not signed.

" 'One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of thanksgiving.

" 'These proceedings, the nature of which I shall not characterise, entail, apart from their impropriety, invalidities which you will easily understand.

" 'Yours very truly,

" (Signed) L. LETELLIER.

" 'The Hon. C. B. DEBOUCHERVILLE,
" 'Premier.'

" 'The following are the notes which I took of the conversation which I had with M. DeBoucherville on the subject :—

" 'M. DeBoucherville came on the same day he received the letter, to tell me that he regretted that the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used when necessary for any duty of my office unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me, which M. DeBoucherville assured me would be the course followed in future.

" (Signed) L. L.

" 6th.—But, my Lord, there is another point still more important, which I cannot any longer refrain from mentioning.

" 'From the conversations which I have held with M. DeBoucherville, there results a fact, which, if it were known, would, of itself, have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

" 'On two different occasions, some time after the Session of 1876, I pointed out to him that millions had been voted to aid railways in general at a time when our finances did not appear to me to be in a condition to warrant, all at once, a lavish expenditure in subsidizing these numerous undertakings, particularly as, apart from that, our credit was so heavily pledged towards the building of the Quebec, Montreal, Ottawa and Occidental Railway.

" 'He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the members whose counties were traversed by those railways would cease to be secured to Government; that there would be no means of having a majority; that those members formed combinations—'Rings'—to control the House.

" 'M. DeBoucherville is not unaware that I thereupon told him that it was better to save the Province than a Government; and that if his Administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well-meaning men from both sides of the House, rather than submit to the dictations of those 'Rings' and to the control of those combinations.

" 'When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those 'Rings,' when, by his legislation, he sought to favor them anew during the last Session without having previously advised with me, had I not the right, as the representative of my Sovereign, to believe and to be convinced that M. DeBoucherville did not possess a constitutional majority in the Legislative Assembly?

"7th.—In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney-General Angers, in violation of their duty, overstepped the authorization which I had given by my letter of the 4th of March last, for that purpose. They added to that communication a report of pretended conversations, the correctness of which I contest and the impropriety of which I maintain.

"I shall point out my Lord, one fact alone to prove that incorrectness and that impropriety: the Hon. Messrs. DeBoucherville and Angers, in their explanations of the two Houses, lay great stress on the telegram which Mr. DeBoucherville despatched to me at Rivière Ouelle, to ask my permission to introduce resolutions concerning the finances, and on the blank signature that I sent up in answer to it.

"But these gentlemen themselves had that blank signature filled up by my private Secretary, so as to give to the telegram the meaning which I attributed to it, namely, a request for permission to introduce the supplies. The following is a copy of the message produced with that blank signature.

"Mr. Treasurer Church presented a message from His Excellency the Lieutenant-Governor, as follows:—

"L. LETELLIER,

"The Lieutenant Governor of the Province of Quebec transmits to the Legislative Assembly the supplementary estimates for the current year, and for the fiscal year ending 30th June, 1879, which, in conformity with the provisions of the 54th Section of the British North America Act, 1867, he recommends to the Legislative Assembly.

"GOVERNMENT HOUSE,

"Quebec, 30th January, 1878."

"My Ministers never had, by their own admission, any other authorization from me for the introduction of their railway and taxation resolutions than the blank signature above mentioned, in which not a word is said of them. Besides which, it will be noticed that the railway resolutions were introduced on the 29th January, whereas the message is dated the 30th.

"It is for this reason, my Lord, that I bring to your knowledge all the facts and details which are connected with the relations which I have had with M. DeBoucherville and his colleagues.

"Were the controversy with me alone as a private individual, I would abstain from any remonstrance against the injustice of their reflections upon the conduct of the representative of the Crown, which they have made in violation of their duty; but in this matter the maintenance of the constitution is at stake.

"If, without any authority from me, proclamations, have been published which I never signed, is it surprising that messages were communicated in my name to the Houses' respecting which I had never been consulted?

"It is because as the representative of my Sovereign, I have been unjustly and shamefully dragged before the public, that I make known to you, my Lord, that in the performance of my duty as Her representative, my object has not only been to protect the dignity of my office, but to afford to the people of this Province an opportunity of knowing that, under existing circumstances, the exercise of Royal Prerogative has not been hostile to their constitutional liberties; but that, on the contrary, it has afforded them the means of freely exercising their judgment.

"There results, my Lord, from what I have now stated:—

"1st.—That in general, the recommendations which I have made to my Cabinet did not receive the consideration which is due to the representative of the Crown.

"2nd.—That my name has been used by the members of the Government in the signature of document which I had never seen.

"3rd.—That a Proclamation, summoning the Legislature, was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto.

"4th.—That a like Proclamation, fixing a day of Thanksgiving, was also published under similar circumstances.

"5th.—That, although I had intimated to the Premier, by my advice and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the arbitrary decisions of the Executive in matters within the jurisdiction of the Courts of Justice, he thought proper, without my participation and without advising me, to propose to both Houses, in legislating for the Quebec, Montreal, Ottawa & Occidental Railway, 'to substitute the power of the Executive for that of the Judiciary.'

"6th.—That, without having advised me, and without having received authorisation of any sort whatever from me, the Government of M. deBoucherville proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, &c., while no message from me had been asked for this object, nor signed by me to authorise its proposition to the Houses.

"7th.—That, after its dismissal, the Government of M. deBoucherville again failed in its duty by assigning reasons for the adjournment of the House from day to day, different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown.

"8th.—That, at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney-General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature, since the Premier had, by his answer to the letter of the Lieutenant-Governor of the 4th March last, limited his explanations to the communications to both Houses of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and of the 2nd and 4th March instant.

"9th.—That, therefore, the additions and comments made by the Premier before the Legislative Council, and by the Attorney-General before the Legislative Assembly, were contrary to the conditions agreed upon between the Lieutenant-Governor and the Premier.

"10th.—That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown and to what they had pledged themselves to observe with regard to it, have placed the Lieutenant-Governor under the necessity of bringing under the notice of your Excellency all the reasons for that dismissal.

"I have the honour to be, my Lord,

"Your Excellency's most obedient servant,

"(Signed) L. LETELLIER,

Lieutenant-Governor."

APPENDIX A.

(Translation.)

"Summary of official record. In January, 1877, an election had taken place for the south ward of the Village of Montmagny; that election having been declared null and void by the Court, it ordered a fresh election and appointed Eugène Hamond to preside thereat.

"On the day fixed, Eugène Hamond, refusing to preside, Naz. Bernatchez, Esq., Mayor of the Municipality, the senior Magistrate present, presided.

"The meeting elected Eugène Fournier.

"Eugène Hamond wrote to the Lieutenant-Governor that he had not presided at the meeting—without adding, however, that there had been no election. He recommended, at the same time, that Jules Bélanger be appointed.

"Eugène Fournier, elected at the meeting of the 19th February, took the oath of office and took his seat on the 23rd February.

"On the 3rd March the Attorney-General (Mr. Angers) recommended the appointment of Jules Belanger, who was accordingly appointed on the 7th of the same month.

"On the 10th of March Mr. Bernatchez, Mayor of Montmagny, addressed to the Lieut.-Governor a memorial setting forth the facts, and praying that the appointment be cancelled."

"On the 15th March, the Attorney-General made a report, recommending that the appointment of Jules Belanger be maintained.

"On the 27th March, the Lieut.-Governor revoked that appointment on a report of the Government."

APPENDIX B.

(Translation.)

"QUEBEC, 4th March, 1878.

"The Lieut.-Governor desires that his two memoranda of the 25th February, and 1st March, addressed to the Hon. M. DeBoucherville, and the answers made to those memoranda by the Hon. M. DeBoucherville (of the 27th February and 3rd of March) be not now communicated to both Houses.

"That communication authorized by the Lieut.-Governor at the request of the Hon. M. DeBoucherville, should be made as soon as the arrangements for the formation of a new Executive Council are completed.

"The Hon. M. DeBoucherville may communicate to the Houses that the adjournment from day to day is rendered necessary by the last mentioned cause.

"(Signed) L. LETELLIER,

"To the Hon. C. B. DeBoucherville,
"Quebec."

(Translation.)

"QUEBEC, 4th March, 1878.

"Your Excellency—In conformity with your wish, expressed in a letter of to-day's date, I shall withhold until the formation of a new Executive Council, the explanations I was authorized by your Excellency to communicate to the Houses."

"I have the honour, &c.,

"(Signed) C. B. DEBOUCHERVILLE."

"That on the 3rd April, 1878, the Honourable M. DeBoucherville addressed to His Excellency the Governor General the following despatch, with an extract of the Votes and Proceedings of the Legislative Assembly, No. 42, to wit:—

"To His Excellency the Right Honourable the Earl of Dufferin, K.P., K.C.B., G.C.M.G., Governor General of Canada, Ottawa.

"OTTAWA, 2nd April, 1878.

"MY LORD,—The explanatory case addressed to your Excellency by his Honor M. Letillier and accompanying the documents and details which related to my recent dismissal from office, and by you transmitted to the Senate and House of Commons, containing as it does statements of facts, the accuracy of which I respectfully deny, imposes upon me the duty of submitting for your information and consideration the following:—

"As your Excellency is doubtless aware, M. Angers laid upon the table of the Legislative Assembly on the 8th March last, copies of the correspondence and explanations by him made at my request relating to the dismissal from office of the DeBoucherville Government.

“ ‘This correspondence and explanations, with some comments of his own, are contained in the copy of the Votes and Proceedings of that House of the 9th March, and I respectfully beg to be permitted to annex them as forming part hereof, I beg however to add to these explanations of M. Angers a few words upon two subjects viz :—

“ ‘1.—In the memorandum which I had the honor to address to his Honor M. Letellier, under date 27th February, I said: ‘Later I had the honor to ask your Excellency for a general permission to submit to the House measures concerning money matters which your Excellency gave me with your ordinary courtesy. This permission, I may say, had always been granted me by your predecessor, the lamented M. Caron.’ I do not think that the meaning of these phrases is correctly rendered in the paragraph in his Honor’s letter to me, under date the first of March, wherein he says :—

“ ‘It is true that the Premier gives in his letter as one of the reasons for acting as he did, that this permission of using the name of the Representative of the Crown had always been granted him by the predecessor of the present Lieutenant-Governor the lamented M. Caron.’

“ ‘This reason cannot be one for the Lieutenant-Governor, for in so acting, he would have abdicated his position as representative of the Crown which act neither the Lieutenant-Governor or the Premier could reconcile with the obligation of the Lieutenant-Governor of the Crown.

“ ‘It is manifest that I desire to say, and that, in fact, I did say, that the late M. Caron had given me that authority for money matters only.

“ ‘My Lord, I respect too highly the memory of that virtuous and distinguished statesman to allow any such misinterpretation of my meaning to pass unchallenged, by which I am made to intimate that the deceased M. Caron had abdicated to me his position as the representative of the Crown. Every person who knew the late M. Caron and his high legal and constitutional attainments, will share with me my regretful surprise that any such imputation should be cast upon his memory.

“ ‘2nd.—That, not having kept any memorandum of such conversations as I had with the Lieutenant Governor, except those which took place since the 25th February last, I have no remarks to make upon the paragraph, wherein it is stated :—

“ ‘The Premier did not let the Governor know, then or since, that the Government was in such a state of penury as to necessitate special legislation to increase public taxation; unless it be that this statement does not seem to me to accord with a preceding paragraph wherein it is stated that the Lieutenant-Governor drew my attention to the necessity of reducing the expenses of Government and of the Legislature, instead of having recourse to new taxes in view of avoiding financial embarrassment.

“ ‘I acknowledge that I never did inform the Governor that the Province was in a state of penury, simply because I was convinced of the contrary.

“ ‘The Lieutenant-Governor expressed also, but with regret, to the Premier, that the orders passed in Council to increase the salaries of Civil Service servants seemed to him inopportune.

“ ‘Upon this matter I merely desire to remark that these orders in Council were authorized by a law passed during the Session of 1876.

“ ‘I propose now, my Lord, to deal with the specific allegations made against me by His Honor Mr. Letellier, in his explanatory case, and, for convenience sake, I take the liberty to quote from His Honor’s memorandum: ‘1st. During the Session of 1876, a Bill had been read three times in one of the two branches of the legislature, and only twice in the other.

“ ‘This Bill bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted was submitted to me by the Premier for my sanction.

“ ‘In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

“ ‘Not long afterwards I was informed of the irregularity, and I immediately spoke of it to the Premier; I made the observation that such an act would entail too serious consequences to allow of its being passed over.

“ ‘As a favor to him, however, I passed over this instance of irregular legislation, which was then irreparable.’

“ ‘In relation to this, the facts will furnish a sufficient answer. The Act in question was a Bill entitled: “An Act to authorize the formation of Societies for the improvement of country roads and for the destruction of noxious weeds in the Province of Quebec.” It was introduced in the Legislative Council duly passed that House and was sent down to the Legislative Assembly for its concurrence.

“ ‘Apparently in the hurry of the last hours of the Session, after it had been read twice, the Clerk by mistake, certified it as passed without amendment and it was thus sent back to the Legislative Council. His Honor came down on the following day to prorogue the Legislature, and his assent was given to this Bill along with others. “The error was immediately discovered by the Attorney-General who made a report for transmission to Ottawa, stating the error and suggesting that the Act should be disallowed.

“ ‘The Hon. Mr. Blake, then Minister of Justice, reported in reply that this was unnecessary, that the Act not having received all its stages, was but blank paper, and as a consequence it was not printed in the statutes.

“ ‘In view of this fact it is difficult to understand the statement of His Honor the Lieutenant Governor that ‘as a favor’ to me, he ‘passed over this instance of irregular legislation, which was then irreparable.’

“ ‘2. During the same session another Bill was submitted to me for my sanction. On examining it I perceived a blank which had not been filled up, which I pointed out to the Premier in the following letter:—

(Private.)

“ ‘QUEBEC, 20th December, 1876.

“ ‘MY DEAR PREMIER:—A Bill (E) which originated in the Council was passed by the Legislative Assembly without amendment; upon reading it, before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

“ ‘You followed the usual practice in not fixing the amount of the penalty in the Legislative Council, but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount fixed by the House, or it may have been an error in the proof-sheets.

“ ‘While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word amender is in the infinitive mood. I notice this latter inaccuracy to which I do not attach much importance, only because I discover another in an Act, in which I had to point out to you an omission which I consider fatal.

“ ‘Yours very truly,

“ ‘(Signed) L. LETELLIER.

“ ‘The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was.

“ ‘The conciliatory spirit which I showed in granting my consent seemed to please him. In relation to this I have to say that the Act in question was ‘an Act to provide for the safety and protection of the public in theatres, edifices and public halls.’ As stated it was first passed in the Legislative Council, where the blank, being the amount of the penalty, could not be inserted. By inadvertance it passed the Legislative Assembly in the same form. After its passage the omission was discovered, and a short Bill was introduced to remedy it. The Act in which the omission occurred is numbered 19, and the Act supplying the omission is numbered 20, of the statutes of 1876, and both were sanctioned by His Honor the Lieutenant-Governor at the same time.

“ ‘3. In March, 1877, (*vide* Appendix A,) my advisers caused me to make an appointment of a Municipal Councillor for the South Ward of the village of Montmagny,

under the pretext that there had been no election, or that if such election had taken place, it was illegal, &c'

"As to the third complaint of His Honor, it is difficult to understand, seeing that it had no relation to the dismissal of myself and my colleagues, why it is introduced.

"Whether wisely or not the municipal code of the Province of Quebec, provides that in a certain contingency the Lieutenant-Governor of the Province shall appoint a Councillor. In the opinion of the law adviser of His Honor, upon a petition sent in from the village of Montmagny, that contingency had arisen, and he made a report recommending an appointment. That report was approved and the appointment made by His Honor. Subsequently other information was received which induced His Honor to urge the revocation of the appointment, and out of deference to him, while seeing no reason to change its opinion, the Government yielded, and the appointment was cancelled.

"4th. On the 19th of March, 1877, being on the eve of absenting myself for a few days, I wrote to the Hon. M. Chapleau, and in a postscript I said: Please oblige me by telling the Premier that if he needs any concurrence, M. Gauthier may bring down to me the documents requiring my signature.

"M. DeBoucherville should have understood from that, that if I was ready to give him my concurrence, it was on condition of having all documents submitted to me before signing them.

"I leave you my Lord to judge in what manner my views were interpreted."

"It would seem somewhat remarkable that a statement to which His Honor appears to attach so much importance, should have appeared as a postscript to what I have reason to believe was a private letter, in no sense relating to public business. I may say, however, that a reference to dates will shew that the documents referred to had relation to the Montmagny Councillorship, which was at the time a subject of discussion and was not intended to have, and had not any such significance as that attempted now to be attached to it.

"5th. Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville the letter of which the following is a copy:—

(Private.)

"QUEBEC, 6th November, 1877.

"The Honorable C. B. DeBoucherville, Premier.

"MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published over my signature, two proclamations which I had not signed.

"One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of Thanksgiving.

"These proceedings, the nature of which I shall not characterize, are productive, apart from their impropriety, of nullities, which you will easily understand.

"Yours very truly,

"(Signed)

L. LETELLIER."

"The following are the notes which I took of the conversation which I had with M. DeBoucherville on the subject:—M. DeBoucherville came on the same day he received the letter, to tell me that he regretted that the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used when necessary for any duty of my office, unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me, which M. DeBoucherville assured me would be the course followed in future.

"(Signed)

L. L."

" It is a sufficient answer to this complaint, to say that the proclamation for the summoning of the Legislature for the despatch of business, was not published until the 24th November, and it could not, therefore, be that proclamation to which His Honor referred in the letter of the 6th November. The proclamation to which he refers was the mere formal one by which the meeting of the Legislature is further postponed from time to time, and I am informed that the Order in Council for the particular proclamation to which His Honor referred was signed by him, and is of record, so signed, with the proper officer.

" As to the proclamation fixing a day of Thanksgiving, I have to remark that this was the result of a communication from the Premier of Canada, the Honorable Alexander Mackenzie, to the Lieut.-Governor, and handed to me by His Honor with the request that I would carry out the suggestion. It will appear sufficiently strange under these circumstances that I should be accused of acting without his knowledge, even if the clerical duty of obtaining his signature had been omitted. I am informed, however, that in this case also, the Order in Council, as well as the proclamation, were signed by His Honor, and are of record, bearing his signature, in the office of the proper officer.

" 6th. But, my Lord, there is another point still more important, which I cannot any longer refrain from mentioning. From the conversations which I have held with M. De Boucherville, there results a fact, which, if it were known, would of itself have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

" On two occasions, some time after the session of 1876, I pointed out to him that millions had been voted to aid railways in general, at a time when our finances did not appear to me in a condition to warrant all at once a lavish expenditure in subsidizing these numerous undertakings, particularly as apart from that, our credit was so heavily pledged towards the building of the Quebec, Montreal, Ottawa and Occidental Railway.

" He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the members whose counties were traversed by those railways would cease to be secured to Government; that there would be no means of having a majority; that the members formed combinations—rings—to control the House.

" M. De Boucherville is not unaware that I thereupon told him that it was better to save the Province than a Government, and that if his administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well-meaning men, from both sides of the House, rather than submit to the dictation of those 'rings,' and to the control of those combinations.

" When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those 'rings'; when by his legislation he sought to favor them anew during the last session, without having previously advised with me, had I not the right, as the representative of my Sovereign, to believe and to be convinced that M. De Boucherville did not possess a constitutional majority in the Legislative Assembly?"

" I have no desire to enter into a discussion as to the precise conversations that may have taken place between His Honor and myself, in the frequent intercourse which we had together; but, I submit as my answer to this most serious imputation, that I confessed to being controlled by 'rings' in relation to the railway legislation while I was the leader of the Provincial Government, the following facts:—

" I took office in 1874. In the session following, a measure was introduced to increase the subsidies granted by previous legislation to a number of railways; several amendments were moved to the resolutions, all of them looking to an increase in the grants, and for these, the opposition, under the leadership of Mr. Joly, voted. The general elections took place subsequent to that session, and, whether the legislation was good or bad, it was sustained by a very large majority of the people, and

is, therefore, no longer a proper subject of discussion in the connection in which His Honor introduced it. At the first session after the elections, the Government, at the request of the municipalities of Montreal and Quebec, assumed the task of constructing the North Shore and Northern Colonization railways, now known as the 'Quebec, Montreal, Ottawa and Occidental Railway.' Great pressure was brought to bear upon the Government to increase the subsidies to the other roads at that time, but this pressure was resisted. As a matter of fact it is not true that 'millions have been voted to aid railways in general' at a time when 'our credit was so heavily pledged towards the building of the Quebec, Montreal, Ottawa and Occidental Railway.' On the contrary, since our credit became so pledged, not one dollar has been added to the debt or liabilities of the Province on account of those 'railways in general.'

"In the session of 1876, a measure was introduced authorizing a portion of the subsidy on some of these railways, from the unbuilt portion, to be used on that which was under construction to enable them to be carried to particular points which it was considered important in the public interests should be reached, and a lapsed subsidy of \$200,000 was divided among other roads of a similar class, the Bill passing the Legislature without division.

"In relation to this Act, His Honor M. Letellier, in proroguing the Legislature, used these words: 'I trust that the result of your labors will be to give a new impetus to the great improvements which have been undertaken in this Province.' During the last session this progress of 'doubling up' of the subsidy was again adopted, but without adding to the public liability. This Act was carried through its final stages in the Legislative Council, after the change of Government, and was assented to by His Honor the Lieutenant-Governor.

"7th. In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney-General Angers, in violation of their duty, over-stepped the authorization which I had given by my letter of the 4th March last for that purpose. They added to that communication a report of pretended conversations, the correctness of which I contest, and the impropriety of which I maintain, &c."

"As this relates to what occurred after the dismissal of the late Government, it can hardly be held to justify that dismissal. It is sufficient to refer to the correspondence, which shows that there was no stipulation on my part as to the precise form of explanations to be made to the House; and in view of the fact that we were a dismissed Ministry, I must claim that we had a duty, not only to ourselves, but to the majority of the representatives of the people whose confidence we enjoyed to make the explanations as full as possible. As to the introduction, without authorization, of the Railway and Finance Bills, I conceived myself to have been fully authorized, and the explanations which I offered to His Honor on this point, and which were accepted by him, do not require to be repeated.

"To sum up after the manner of His Honor:—

"1st. That in general the recommendations which I made to my Cabinet did not receive the consideration which is due to the representative of the Crown."

"As responsible Ministers we considered it to be our duty to advise His Honor not to be bound to act upon advice from him. At the same time, as is seen in the case of the Montmagny Councillorship, we were disposed, as far as possible, to pay proper deference to his views and wishes.

"2nd. That my name has been used by the members of the Government in the signature of documents which I had never seen."

"I have simply to say that I know of no such case, unless it refers to the Proclamations mentioned in the 'explanatory case,' and the answer on that point is sufficiently distinct.

"3rd. That a Proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto."

"No Proclamation summoning the Legislature was so published without the

knowledge and signature of His Honor, and the Legislature was in fact not summoned for the despatch of business for nearly three weeks after His Honor's letter of complaint on the subject.

"4th. That a like Proclamation fixing a day of Thanksgiving was also published under similar circumstances."

"The Thanksgiving day was fixed at the request of His Honor himself, and the Order in Council fixing it was signed by him.

"5th and 6th. That although I had intimated to the Premier by my advice and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the arbitrary decisions of the executive in matters within the jurisdiction of the courts of justice, he thought proper without my participation and without advising me, to propose to both Houses, in legislating for the Quebec, Montreal, Ottawa and Occidental Railway, to substitute the power of the executive for that of the judiciary."

"That without having advised me, and without having received authorization of any sort whatever from me, the Government of M. DeBoucherville proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, etc., while no message from me had been asked for this subject, nor signed by me to authorize its proposition to the Houses."

"In relation to these measures I considered myself authorized by the reply of His Honor to my request for an authorization for resolutions respecting finances, and my explanations, as is seen by his letter to me, were accepted, and the Government relieved from all imputation of intentional discourtesy.

"7th. That, after its dismissal, the Government of the late Mr. DeBoucherville again failed in its duty by assigning reasons for the adjournment of the House from day to day different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown."

"No reasons were assigned by me for the adjournment of the Legislative Council, neither the Speaker nor myself being present at any sitting of that House, during the crisis and the reasons assigned by M. Angers for the adjournment of the Legislative Assembly were in these words:—

"The Lieutenant-Governor signified his desire that the explanations respecting the dismissal from office of the members of the Executive Council be not given this day, but only after a new Cabinet shall have been formed"; that reason being substantially that given in the letter of His Honor, of the 4th March.

"8th. That at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney-General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature since the Premier had, by his answer to the letter of the Lieutenant-Governor of the 4th March last, limited his explanations to the communication to both Houses, of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and the 2nd and 4th March instant."

"My letter of the 4th March makes or accepts no such limitation, and, for the reason I have already stated, I considered myself fully justified in making the explanations that were made.

"9th. That therefore the additions and the comments made by the Premier before the Legislative Council, and by the Attorney-General before the Legislative Assembly were contrary to the conditions agreed upon between the Lieutenant-Governor and the Premier."

"As I have stated, there were no such conditions agreed upon between the Lieutenant Governor and myself.

"10th. That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown, and to what they had pledged themselves to observe with

regard to it, have placed, the Lieutenant-Governor under the necessity of bringing under the notice of Your Excellency all the reasons for their dismissal."

"The conversations reported by me were not 'pretended' but real, of which notes were taken immediately after they occurred, and which were necessary to explain fully the circumstances preceding my dismissal. If they have compelled His Honor to state 'all the reasons for that dismissal,' I venture the opinion that it would have been more respectful to the Legislature, whose confidence I enjoyed had 'all the reasons' been communicated to it.

"The observations I have made upon these additional reasons, will, I hope, serve to convince Your Excellency that they were not such as to strengthen the position of the Lieutenant-Governor.

"I have the honor to be, my Lord,

"Your obedient servant,

"(Signed) C. B. DEBOUCHERVILLE,

M. L.

That the Senate on the 16th April, 1878, adopted the following resolution by a vote of 37 against 20:—

Debates of the Senate, pp. 595 and 676.—"To Resolve,—That the messages of His Excellency the Governor General of the 26th March and 8th April, be now read, and that it be resolved that the course adopted by the Lieutenant-Governor of the Province of Quebec towards his late Ministry, was at variance with the constitutional principles upon which 'Responsible Government should be conducted.'

That on the 11th April, 1878, the Right Honorable Sir John A. Macdonald, moved the following resolution before the House of Commons:—

Debates of the Commons, p. 1873.—"That Mr. Speaker do not now leave the chair, but that it be Resolved that the recent dismissal by the Lieutenant-Governor of Quebec of his Ministers was, under the circumstances, unwise and subversive of the position accorded to the advisers of the Crown since the concession of the principle of Responsible Government to the British North American Colonies."

The then Government opposed the same as inopportune, seeing that the electors of the Province of Quebec within a few days would pronounce its verdict upon the events which made the subject of the above resolution.

Here is the verdict pronounced by the Province of Quebec after the general elections which followed the *coup d'état*.

The Legislative Assembly on the 11th of June, 1878, amended the last paragraph of the resolutions proposed in answer to the speech at the opening of the Session, by adding at the end thereof the following words:—

Exhibit No. 7.—"That this House, while expressing its firm determination to insist on the strictest economy in every branch of the public service, and on the closest supervision over the expenses of the administration, regrets that the present advisers of His Excellency the Lieutenant-Governor should have persisted in remaining in power without having been supported by the majority of the Legislative Assembly upon their taking office, and without yet being supported by such majority."

That, on the 14th June, 1878, the Honorable Legislative Council adopted the following resolution, by amending the ninth paragraph of the resolutions proposed in answer to the speech at the opening of the Session:—

Exhibit No. 8.—"But that this House desires to express anew its regret that His Excellency the the Lieutenant-Governor was advised to dismiss his Ministers in March last, at the time they enjoyed the confidence of both branches of the Legislature and of this Province.

"That this House is of opinion that in acting on this advice, dismissing his Ministers and appointing a new Cabinet from the ranks of the minority, His Excellency was advised contrary to the recognised principles of responsible government.

"That to complete and corroborate the answer made by the Honorable M. De-Boucherville to the 'explanatory case' addressed by the Lieutenant-Governor to His Excellency the Governor General, in which he states: 'That a Proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto; that a like Proclamation, fixing a day of Thanksgiving, was also published under similar circumstances.'

Reference may be made to—

Exhibit No. 9, pp. 3 and 4.—1st. An Order in Council, dated the 19th of November, 1877, and approved by the Lieutenant-Governor on the 20th, recommending that a Proclamation be prepared and published calling the Legislature for the despatch of business for the 19th December, 1877. 2nd. A Proclamation, dated 23rd November, 1877, registered the same day and published in the *Quebec Official Gazette*, on the 24th November, 1877.

It bears the signature of His Honor the Lieutenant-Governor, "L. Letellier."

"Copy of a report of a Committee of the Honorable the Executive Council, dated 19th November, 1877, approved by the Lieutenant-Governor on the 20th November, 1877. No. 372.

"On the calling together of the Parliament of the Province,

"The Honorable the Commissioner of Agriculture and Public Works, in a Memorandum dated 19th November, instant, 1877, recommends that a Proclamation be prepared and published, calling together the Legislature of this Province for the despatch of business, for the nineteenth of December, eighteen hundred and seventy-seven.

"The Committee concurs in this recommendation, and submits it to the approval of the Lieutenant-Governor.

"Certified.

"(Signed)

FELIX FORTIER,

"Clerk, Executive Council, Canada.

"To the Honorable

"The Provincial Secretary, &c., &c."

"CANADA,
"Province of Quebec. }
"(L.S.)

L. LETELLIER.

"VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

"To Our Beloved and Faithful the Legislative Councillors of the Province of Quebec, and the Members elected to serve in the Legislative Assembly of Our said Province, and summoned and called to a Meeting of the Legislature of Our said Province, at Our City of Quebec, on the Third day of the month of December, next, to have been commenced and held—Greeting :

PROCLAMATION.

"WHEREAS the Meeting of the Legislature of the Province of Quebec stands prorogued to the Third day of the month of December, next; Nevertheless, for certain causes and considerations, We have thought fit further to prorogue the same to Wednesday, the Nineteenth day of the Month of December, next, so that neither you, nor any of you, on the said Third day of December next, at our said City of

Quebec to appear, are to be held and constrained, for We do will that you and each of you and all others in this behalf interested, that, on Wednesday, the Nineteenth day of the month of December, next, at our said City of Quebec, personally you be and appear for the despatch of business, to treat, do, act and conclude upon those things which in our Legislature of the Province of Quebec, by the Common Council of Our said Province, may by the favor of God be ordained.

"In testimony whereof, We have caused these Our Letters to be made Patent, and the Great Seal of Our said Province of Quebec to be hereunto affixed. Witness, Our Trusty and Well Beloved, The Honorable Luc Letellier de Saint Just, Lieutenant-Governor of Our said Province of Quebec.

"At Our Government House in Our City of Quebec, in Our said Province, this twenty-third day of November, in the year of Our Lord one thousand eight hundred and seventy-seven, and in the forty-first year of Our Reign,"

"By command,

"(Signed)

L. H. HUOT,

"Clerk of the Crown in Chancery."

Exhibit No. 9, pp. 4 and 5.—Reference may also be made for the same purpose to, 1st. An Order in Council dated the 30th October, 1877, and the same day approved by the Lieutenant-Governor, recommending that a day of Thanksgiving, be fixed for the 22nd of November then next; 2nd. A Proclamation dated the 30th October, 1877, and published in the Quebec *Official Gazette* on the 3rd of November, 1877. It also bears the signature of His Honour the Lieutenant-Governor "L. Letellier."

"COPY of the Report of a Committee of the Honorable the Executive Council, dated 30th October, 1877, approved by the Lieutenant-Governor on the 30th October, 1877, "No. 348.

"The Honorable the Commissioner of Agriculture and Public Works, in a Report dated 30th October instant, 1877, sets forth that Divine Providence having protected this Province from the calamities which affect other nations, and favored this country with an abundant harvest;

"That it is the duty of the inhabitants of this Province to recognize by public Thanksgiving that all good comes from God, and the earth would be sterile without the assistance of His Divine Will;

"The Honorable Commissioner therefore recommends that a Proclamation be issued by His Excellency the Lieutenant-Governor making the twenty-second of November next, a Day of Thanksgiving to the Almighty, to thank Him for having protected our hearts from calamity, and for having blessed the labors of the people of this Province by granting to it an abundant harvest.

"The Committee concurs in the above Report, and submits it to the approval of the Lieutenant-Governor.

"Certified.

"(Signed)

FELIX FORTIER,

"Clerk Executive Council."

"To the Honorable

"The Provincial Secretary,

"&c., &c., &c."

" CANADA,
 " Province of Quebec, }
 " (L.S.)

L. LETELLIER.

" VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland,
 Queen, Defender of the Faith, &c., &c., &c.

" To all to whom these presents shall come, or to whom the same may concern
 —Greeting:

" A PROCLAMATION.

" A. R. ANGERS, } WHEREAS the Almighty has been pleased in His divine
 Attorney-General. } goodness, to avert from Our Province the calamities
 which afflict other nations, and to bless this country with an abundant harvest; and
 whereas it is the duty of the inhabitants of Our said Province to return public thanks
 to Divine Providence for such a signal favor;

" Now Know Ye, that by and with the advice and consent of the Executive
 Council of Our Province of Quebec, We have fixed and appointed, and do hereby fix
 and appoint Thursday, the twenty-second day of November next, as a day of Public
 Thanksgiving, to return thanks to the Almighty for the favors which he has been
 pleased to grant to the inhabitants of Our said Province;

" Of all which our loving subjects, and all others whom these presents may
 concern, are hereby required to take notice and to govern themselves accordingly.

" In Testimony Whereof, We have caused these Our Letters to be made Patent,
 and the Great Seal of Our said Province of Quebec to be hereunto affixed; Witness,
 Our Trusty and Well-Beloved the Honorable Luc Letellier de Saint Just, Lieutenant-
 Governor of the Province of Quebec:

" At Our Government House, in Our City of Quebec, in Our said Province of
 Quebec, this Thirtieth day of October, in the year of Our Lord, one thousand eight
 hundred and seventy-seven, in the forty-first year of Our Reign.

" By command,

" (Signed) PH. J. JOLICŒUR,
 " Assistant-Secretary."

These four documents were copied from the originals, and laid before the House
 by the present Government of Quebec.

Exhibit No. 5, p. 9.—Seeing the facts established by them, it is impossible to
 explain how His Honor the Lieutenant-Governor can have stated with accuracy, in
 an official despatch to His Excellency the Governor General, "that a Proclamation
 summoning the Legislature, and published in the *Official Gazette*, without my being
 consulted or informed of it, and before my signature had been attached thereto;
 that a like Proclamation fixing a day of Thanksgiving was also published, under
 similar circumstances."

The Order in Council approved on the 20th November, 1877, shows that the
 Lieutenant-Governor was consulted and informed concerning the calling of the
 Legislature, and the original Proclamation dated 23rd November, 1877, bears his
 signature "L. Letellier," as shown by the copy laid before the House by the present
 Government.

The Order in Council approved on the 30th October, 1877, shows also that the
 Lieutenant-Governor was consulted and informed concerning the day of Thanks-
 giving, and the original Proclamation, dated 30th October, 1877, bears his signature
 "L. Letellier," as shown by the copy laid before the House by the present
 Government.

All the documents above referred to are authentic, and are contained partly in Votes and Proceedings of the Senate and of the House of Commons of Canada, and in the Sessional Papers, and partly in the Votes and Proceedings of the Legislative Council and Legislative Assembly of Quebec, official copies thereof are hereunto annexed.

From the foregoing, it results that the dismissal from office, by His Honor the Lieutenant-Governor of Quebec, of the DeBoucherville Government was, under the circumstances, unjustifiable, unwise and subversive of the position accorded to the advisers of the Crown since the concession of the principle of responsible government to the British North American Colonies; and that in his communications with His Excellency the Governor General respecting the aforesaid dismissal, and the reasons which he alleges as having moved him to make such dismissal, he has made statements unsupported by, and contradictory of, the official documents to which they relate.

And that, in the opinion of the undersigned, such erroneous statements as appear from the foregoing details, could not have been made by mistake or failure of memory.

Wherefore, the violation of the principles of responsible government committed by the Lieutenant-Governor, and his actions as above represented, are of a nature to imperil the peace and prosperity of the Dominion of Canada, and to bring into disrespect the dignity of the Crown, and should be dealt with under the authority granted the Honorable the Privy Council of Canada by the 59th Section of the British North America Act, 1867.

And your Petitioners, as in duty bound will ever pray.

(Signed) J. A. CHAPLEAU,
 " L. RUGGLES CHURCH,
 " A. R. ANGERS.

MONTREAL, 7th November, 1878.

LIST OF EXHIBITS.

- No. 1.—Votes and Proceedings of the Legislative Assembly of the Province of Quebec, 8th March, 1878.
- No. 2.—Journals of the Legislative Council, 8th March, 1878
- No. 3.—Votes and Proceedings of the Legislative Assembly, Province of Quebec, 9th March, 1878.
- No. 4.—Votes and Proceedings of the Legislative Assembly, Province of Quebec, 7th March, 1878.
- No. 5.—Message from His Excellency the Governor General to the Senate and House of Commons, 22nd and 26th March, 1878.
- No. 6.—Message from His Excellency the Governor General to the House of Commons, 8th April, 1878.
- No. 7.—Votes and Proceedings of the Legislative Assembly of the Province of Quebec, 11th June, 1878.
- No. 8.—Journals of the Legislative Council, 14th June, 1878.
- No. 9.—Return to an Address of the Legislative Assembly.

(Translation.)

DEPARTMENT OF THE SECRETARY OF STATE,
22nd November, 1878.

SIR,—I am instructed to transmit to you the enclosed copy of a petition of the Honorable Messrs. J. A. Chapleau, L. R. Church and A. R. Angers, dated 17th November, instant, and to request you to be good enough to transmit your remarks thereupon to the Department.

I have the honor to be, Sir,

Your obedient servant,

(Signed) EDOUARD J. LANGEVIN,

Under-Secretary of State.

His Honor

The Lieutenant-Governor of the Province of Quebec,
Quebec.

REPLY OF PETITIONERS.

CANADA,
PROVINCE OF QUEBEC. }

To His Excellency the Right Honorable Sir John Douglas Sutherland Campbell, Marquis of Lorne, one of Her Majesty's most Honorable Privy Council, Knight of the most Ancient and most Noble Order of the Thistle, and Knight Grand Cross of the most distinguished Order of St. Michael and St. George, &c., &c., &c.

IN COUNCIL.

Joseph Adolphe Chapleau, Levi Ruggles Church, and Auguste Réal Angers, by this their reply to the answer of the Lieutenant-Governor of Quebec, by them received this eighteenth day of December, instant, to their petition, communicated to him by his Excellency the Administrator in Council, on the twenty-second day of November last, respectfully say:—

That the Lieutenant-Governor's plea to the jurisdiction of the Governor-General in Council on that subject-matter of the petition of the undersigned, is not well founded. It does not appear to the undersigned that there is any necessity to demonstrate that the petitioners had the right to petition the Governor-General in Council in this matter, and to conclude praying the Honorable the Privy Council to apply the provisions of the 59th Section of the British North America Act, of 1867, to the Lieutenant-Governor of Quebec:—"When it is necessary that the authority of the Crown should be exercised in public acts of Government, a Privy Council is convened from whence orders in Council and Proclamations are promulgated." Todd, Vol. 1, page 233 of 1867.

This interpretation of the British North American Act of 1867, has been universally accepted, viz.: that whenever the statute enacts that the Governor-General shall do anything, it has always been understood to mean the Governor-General in Council; the language of Section 59 is in that respect identical with that of Sections 24, 26, 32, 34 and 96, concerning the appointment of Judges and Senators; and the undersigned have yet to learn that any one has seriously contended that such powers were exercised by his Excellency individually and without the advice of his Council, and moreover the provision of Section 59, which imposes the necessity of communicating the cause assigned for the removal of a Lieutenant-Governor to the Senate and

House of Commons (to which the Governor-General is not personally responsible) shews that the act is not a personal one, and done without the advice of his Council.

Moreover, the Lieutenant-Governor, in objecting to the jurisdiction of the Governor in Council, has, at the same time, undeservedly imputed motives to the undersigned by stating that the "memorialists had wholly ignored the office and position of the Governor-General—a circumstance which he said he chiefly noticed because it was in accordance with the practice which they followed as Executive Councillors towards the Lieutenant-Governor." It will appear strange that the Lieutenant-Governor should have indulged in these comments, when in his own letter of the 1st March, 1878, to the Hon. M. deBoucherville, referring to Messrs. Angers and Church, he admits that "those gentlemen had done nothing willingly not in conformity with the duties of their office." The undersigned can only protest against such insinuations against their loyalty and devotion to the Crown and the Representative of the Sovereign, whilst they resent the unfair and untrue suggestions of the motives which it is claimed actuated them. The ability of his Honor Mr. Letellier to interpret the Constitutional Act may be judged of by the manner in which he has dealt with the question of jurisdiction.

The whole question raised by the Lieutenant-Governor to justify the dismissal of his Ministers is really reduced to this: "I have never been consulted upon two important questions of the Session, and my positive assertion upon this point has never been denied."

Not only is this pretension contested, but the explanations given by Mr. DeBoucherville to the Lieutenant-Governor, in his letter of the 27th of March, were accepted and considered by him as sufficient to establish the perfect good faith of the Prime Minister and his colleagues.

What are the facts?

On the 28th of January a general authorization respecting finances is asked from the Lieutenant-Governor; on the 29th that authorization is transmitted in blank to the Prime Minister; the resolutions concerning the collection of the municipal subscriptions to the Government Railway are introduced on the 30th; on the 31st the estimates are laid before the House, with a complete financial *exposé* by the Treasurer, explaining his ways and means for the next year, and announcing in the most distinct manner the new tax required for the public service and for which a bill was announced. A lively debate is immediately engaged both in the House and the public press on the subject of those two financial questions. On the following days the Railway Bill, affecting municipal subscriptions, is introduced and goes through its various stages. On the 19th of February a conversation takes place with respect to the Railway Bill, between the Prime Minister and the Lieutenant-Governor. The latter, as he himself admits in his letter of the 1st of March, then expressed, it is true, his regret at seeing that measure before the House, but in no way does he demand that it should be withdrawn, or even suspended. Notwithstanding the official knowledge that the Lieutenant-Governor had of the progress of these two measures in the House, a fact that he has never yet denied, the Lieutenant-Governor does not think it his duty to interfere and ask his Ministers to withdraw that legislation. Confident that he possessed the authorization of the Lieutenant-Governor, and relying upon the acquiescence implied by the conversation which took place between them, that these measures might be submitted and discussed in the House, the Prime Minister had them passed through both Houses. And in the face of all this, can the Lieutenant-Governor pretend that this legislation was never made known to him, and that he was never consulted about it?

Such a pretension was so untenable that the Lieutenant-Governor, wishing to prevent the effect of the ministerial explanations and of the solemn protest of both Houses, transmitted to the Governor General and to the Federal Parliament, thought it necessary to address to His Excellency Lord Dufferin, his explanatory case, dated the 18th of March, 1878.

Dealing with that part of the Lieutenant-Governor's answer which bears upon one of the charges contained in the petition, and in which he states in contradiction

to official and authentic documents, that he signed the proclamations referred to "after their publication," the undersigned represent that this explanation is of no value, it cannot be received to contradict authentic documents and is of no value in presence of the facts established by the proclamations bearing his signature and the dates at which they were signed, it is difficult to understand how the Lieutenant-Governor can bear evidence against his own signature and expect that his statement upon the point can be credited, and it is to be noted that such statement was omitted in the Lieutenant-Governor's despatch to the late Governor General, the Earl of Dufferin.

To disprove his expressions of confidence in Mr. DeBoucherville in sending him a blank signed in answer to a demand of authorization to introduce "Resolutions respecting Finances," the Lieutenant-Governor now states that this blank was sent to his private Secretary. This statement is inaccurate; it was sent to the honourable Mr. DeBoucherville, as admitted by the Lieutenant-Governor in his letter of the 1st day of March last.

In proof of the fact that the day of thanksgiving was appointed after consulting with the Lieutenant-Governor, as shown by the Order in Council previously approved by him, and moreover, at his special request, the undersigned refer to the letter of the Hon. Mr. Mackenzie to the Lieutenant-Governor on the subject, which may be found at Ottawa.

The charge of concealment from the Lieutenant-Governor of petitions against the Railway Bill is a new one; it is gratuitous and unsupported by any evidence they had not been laid twenty-four hours before the Executive Council when they were communicated to the Lieutenant-Governor.

The Lieutenant-Governor states again that the explanations given by Mr. Angers to the House were unauthorized. In refutation, and to make this point clear, it is only necessary to refer to Mr. DeBoucherville's statement in which he affirms he was verbally authorized to communicate to the House the correspondence exchanged between him and the Lieutenant-Governor, and to give explanations, and also to the written answer made by Mr. DeBoucherville to the Lieutenant-Governor's letter on the 4th day of March last.

Referring to what the Lieutenant-Governor calls discrepancies between the statements of the Hon. Mr. DeBoucherville and those of Mr. Angers by simply reading the latter's explanations to the Legislative Assembly, they show that he did not quote the Hon. Mr. DeBoucherville, but gave what was understood to be the extent of the authorization which Mr. DeBoucherville had from the Lieutenant-Governor.

In relation to the fact whether Mr. DeBoucherville's statement corroborates the allegation of the Lieutenant-Governor on the two Bills in which inaccuracies had occurred, reference may be had to Mr. DeBoucherville's letter of the 2nd April last, to the Governor General. It completely disproves the allegation that Mr. DeBoucherville requested the Lieutenant-Governor to give his sanction to the Bill to provide for the safety of the public in theatres, &c., in the state in which it was, "the conciliatory spirit which I showed," said the Lieutenant-Governor, "in granting my consent seemed to please him." This statement is shewn to be erroneous by the Statute Book of 1876, cap. 20, amending cap. 19, and there was no occasion for the pretended consent to pass the Bill in the state in which it was, "nor for the satisfaction of Mr. DeBoucherville at the pretended" conciliatory spirit of the Lieutenant-Governor.

The allegation that the Lieutenant Governor passed over the instance of irregular legislation in the case of a bill to authorize the formation of Societies for the improvement of country roads, &c., is also completely explained in the same letter of Mr. DeBoucherville of the 2nd April last. Reference might be made to the reports of the Attorney-General of Quebec and of the Honorable Minister of Justice on this subject, and then it will appear most strange that the Lieutenant-Governor should say: "as a favor to him (Mr. DeBoucherville I passed over this instance of irregular legislation which was then irreparable."

The constant reference made by the Lieutenant-Governor to the Montmagny case, may require once for all the remark that there never was in this case, or in any other, the intentions to substitute the action of the executive to that of the judiciary, and that the Government in this matter acted in strict accordance with the law, as shewn by the report of Mr. Angers, dated 15th March, 1877, (*vide* return to Legislative Assembly, p. 12). But in this instance the application of the law did not suit the views of the party opposing the Government, and they corresponded with the Lieutenant-Governor not as is required by constitutional practice through his Ministers, but with him personally, (*vide* same return p. 16,) thereby delivering himself over to external and irresponsible advisers and they prevailed upon him to cancel the appointment of Jules Bélanger, made by himself upon the advice of his minister to which cancellation the government seeing the persistency of the Lieutenant-Governor on the subject in opposition to the Attorney General's report, acquiesced out of deference to the Lieutenant-Governor, and so stated to him at the time such acquiescence was made.

The Lieutenant-Governor, attempting to offer a justification for neglecting to accept the protest of the majority of the House, declaring that it had not and could not have any confidence in any Government which might be formed out of the party composing the majority says that M. DeBoucherville after his dismissal had declined to advise him on the person for whom he should send. It is plain that M. DeBoucherville being dismissed could not offer any advice. It is easy to foresee of what little importance M. DeBoucherville's advice would have been, when the advice and protest of the House on the subject, expressed in its address, did not prevent the Lieutenant-Governor from seeking his advisers in the ranks of the minority, which fact entailed the necessity and expense to the Province of a dissolution.

The Lieutenant-Governor says: "I have been assured on authority on which I can rely that at a meeting of the members of the party which supported M. DeBoucherville, Mr. Chapleau, whose signature stands first to the memorial, was chosen leader of the party, so that the correctness of my judgment has been acknowledged by the members of his own party.

After the general elections it was necessary that the Conservative party should choose a leader in the Legislative Assembly, M. de Boucherville being leader and member of the Legislative Council. This was done at a private caucus of the party, but the undersigned entirely fail to see what this had to do with, or in what way it sustains, the correctness of the Lieutenant-Governor's judgment.

The Lieutenant-Governor lays great stress on the fact that at the general elections of the 1st of May last, his Ministry was sustained by a majority, and that the said majority supported him in the House. That reason might perhaps be invoked by the cabinet of Mr. Joly, and even then the English precedents ought to have convinced him that a ministry sustained by the vote of the Speaker alone, chosen and elected by ministerial influence, is not considered as having a constitutional majority in the parliamentary acceptation of the term. Only lately Her Majesty refused to give Her sanction to acts passed in a British Colony, where they had been carried by the preponderating vote of the Speaker, and in the present case the well-known facts in connection with the election of the Speaker of the House are hardly of a nature to increase the importance of his vote.

The resolution passed at the last Session censuring the formation of the new Government taken from the ranks of the minority, had a peculiar signification under the circumstances.

In decreeing a dissolution of the Legislature, the Lieutenant-Governor had himself declared that he desired to know in a more constitutional manner the sentiments of the people of this Province on the actual state of public affairs, and on the ministerial changes which had just taken place. The First Minister had also opened the electoral campaign by an appeal to the electors of the Province, in which he solicited their approbation of the course adopted on the 2nd of March.

The majority of the members of the Legislative Assembly condemned that action, but as public works of great magnitude were then in progress, they did not

consider themselves justified in refusing to concur in a general and independent manner with the measures of the Government.

It is well known that the Session had been called together chiefly to obtain a vote of supply, and no legislation of importance, with the exception of a measure of the late Government for handing over to the Minister of Public Works the construction of the Provincial Railway, was passed.

It was with this view that the supplies were voted, but not without the solemn protest contained in the direct motion of want of confidence which preceded the granting of the supplies.

At all events this majority cannot be invoked by the Lieutenant-Governor to justify his conduct—"Le succès ne fait jamais le droit." Success is not justification, and the electors would learn with consternation that a functionary of the Federal Government, (when neither the people of the Province nor their representatives can constitutionally punish nor even censure) is to be protected from all censure and all punishment from those to whom alone he is directly responsible, provided that by his violation of the Constitution he can procure a majority, all the more easily obtained, that one is less scrupulous as to the means of obtaining it by his certitude of absolute impunity. In his memorandum of the 18th March, the Lieutenant-Governor tells His Excellency that he is reluctantly compelled to make revelations concerning the conduct of his Ministers, to maintain the dignity of his office, to prove that his object has always been to protect the constitutional liberties of the people, and finally, "because the existence of the Constitution is at stake." We, on the contrary, most respectfully hold that never has the Constitution received a more severe blow. The responsibility of the Ministers for all the acts of the head of the State, and the absolute immunity of the latter, imply, necessarily, an entire reciprocal confidence, and the inviolability of the secrecy of their advice and council. No one can dispense with this rule without making Responsible Government an impossibility. If the Head of the State were allowed, after the struggle of parties has terminated in the House by the adoption of a measure, to come and accuse his Ministers of having acted through sordid motives or in any other reprehensible way, Ministerial responsibility would be no more. Such an act from a constitutional monarch would be a violation of the fundamental principles of responsible government, and would expose him to dangerous conflicts with his Parliament. How much more so does such an act, by a public officer who is responsible to a higher authority, deserve reproof and punishment?

The Lieutenant-Governor, after assuming his office, as he admits himself, gets persuaded that ministerial and administrative changes have become necessary, and determines to use the influence attached to his position to realize what he deems to be, to the best advantage of the Province. The Prime Minister, acting in accordance with the wishes of a large majority of the national representation, follows a policy which does not commend itself to the personal opinions of the Lieutenant-Governor. Immediately the Lieutenant-Governor takes for mistrust or insubordination what was simply the respect for the people's will. The most insignificant details are carefully criticised, confidential conversations are secretly noted, involuntary mistakes of the employees are charged as grave errors of administration. Lastly, taking advantage of the confidence which his Prime Minister had placed in him, and the good faith with which he interpreted his words and his acts, he knowingly allows the vote to be taken in both Houses on measures introduced by his Cabinet, and then suddenly thwarts and arrests that legislation. He respects neither the decisions of both Houses, regarding these measures, nor the confidence of the Houses in his Ministry, nor the energetic protestations of both branches of the Legislature claiming the free exercise of representative government. He dismisses his Ministers and brusquely dissolves Parliament.

Then, to explain his conduct, the Lieutenant-Governor forwards to His Excellency Lord Dufferin his memorandum, dated the 18th of March, which alone we humbly submit, would be enough to justify the dismissal of the Lieutenant-Governor. In that factum, under the pretence of defending the prerogative of the Crown, the Lieutenant-Governor divulges in misconstruing them, certain acts and confidential conversations, the secret of which is considered as sacred by the Sovereign himself.

The Honorable Mr. DeBoucherville, in his letter to His Excellency, has replied to the said factum, and the undersigned think they have completed that answer by their present rejoinder.

Among the allegations of that factum, one stands above all the others, and constitutes, in effect, an accusation of malversation.

The Lieutenant-Governor accuses the Prime Minister and his colleagues of nothing less than having yielded to dishonest combination or "rings" in the House of having granted considerable sums of money, as subsidies to railway companies, while acting under their pernicious influence, and then he adds:—"When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those rings; when by his legislation he sought to favor them anew during the last session, without having previously advised with me, had I not the right, as the representative of my Sovereign, to believe and to be convinced that M. DeBoucherville did not possess a constitutional majority in the Legislative Assembly."

In other words, the Lieutenant-Governor accuses his Ministers of having deliberately introduced legislation with the venal object of enriching private parties; of having resisted the benevolent and charitable advice that he, the Lieutenant-Governor, was giving them, and of having allowed even, "during the last Session," the continuation of the said dishonest legislation without consulting him beforehand and against his former advice.

We emphatically deny the truth of these allegations.

Since the DeBoucherville Government undertook the construction of the great Provincial Railway, they have added nothing to the aggregate of the obligations they entered into at the outset with the railway companies. On the contrary, when the opposition (which the Lieutenant-Governor called on the 2nd March last to advise him), was asking, while in opposition, that new grants be made for the Southern Railway as a compensation for the amount the public treasury was pledged to spend on the construction of the Provincial line on the North Shore of the St. Lawrence, the Government of M. DeBoucherville resisted the demands. It is a fact of public notoriety that frequent and numerous delegations besieged the Prime Minister, in view of getting some advantages by way of increased subsidies for the railway enterprises in which those delegations were interested, and that they created quite an opposition to him on account of his refusing to yield to their demands.

But a still more remarkable fact is, that the measure introduced the Session before last by the DeBoucherville Administration, concerning railway enterprises, a measure granting no new subsidies, but applying in a special way the subsidies to which the Companies were entitled, and which is the measure to which the Lieutenant-Governor alludes in the passage of his memorandum just quoted, that measure was adopted and carried through without any notification by the new Ministry, and afterwards sanctioned by the Lieutenant-Governor.

The undersigned respectfully contends that this accusation of the Lieutenant-Governor against his Ministers, is such a violation of the confidence he owes to his advisers, and such a misrepresentation of their conduct and of his own, that it renders impossible the service of the State under a chief who thus tries to destroy instead of defending the honor of his Ministers.

The charges now submitted to the consideration of Your Excellency, are but the echo of the grievances expressed in the addresses passed by the Legislature of Quebec, and forwarded to the Governor-General, the Senate and the House of Commons, in March last. They are also to be found in the correspondence between the Lieutenant-Governor and M. DeBoucherville, in the answer of M. DeBoucherville to the "explanatory case" of the Lieutenant-Governor to His Excellency Lord Dufferin, and finally in the additional documents referred to in the memorial of the undersigned.

These grievances may be summed up in the following manner:

1st. The Lieutenant-Governor, in dismissing his ministers when they enjoyed the confidence of both Houses of the Legislature, and when they had not been guilty, as

the Lieutenant-Governor admits, of any wilful want of respect for the prerogative of the Crown, has violated the principle of responsible government.

2nd. The Lieutenant-Governor in giving as his reasons for the dismissal of his ministers, the introduction without his consent of two bills having reference to the financial interests of the Province, after he had really given his authorization to these measures and after these measures had been fully discussed and voted upon in the Legislative Assembly, has been guilty of a breach of good faith towards his advisers and of want of respect to the Legislature.

3rd. The Lieutenant-Governor in his explanations laid before his Excellency Lord Dufferin has divulged the secrets of his advisers, giving an inaccurate version and a false interpretation to the words and actions, he has attacked the authenticity of public records, questioned measures and acts of administration which he had long before sanctioned, and has rendered illusory and impossible all guarantees for that mutual confidence which should ever exist between the chief of the executive and his advisers.

The undersigned have not attempted to follow and discuss all the matters referred to in the original memorial, nor in some instances to re-adduce proofs and reflections therein contained, which answers explain or contravert allegations made from time to time and in different documents by the Lieutenant-Governor. The record must be considered as a whole, and from it, and in it will be found ample grounds for all they have advanced and asserted against the Lieutenant-Governor, whilst it demonstrates the necessity which exists that the constitutional rights of the people should be vindicated.

Wherefore, your Petitioners persists in the conclusions of their petition and pray as in and by the same they have already prayed.

(Signed)

J. A. CHAPLEAU,

"

L. RUGGLES CHURCH,

"

A. R. ANGERS.

MONTREAL, 19 December, 1878.

LIEUTENANT-GOVERNOR'S ANSWER TO PETITION.

GOVERNMENT HOUSE,

QUEBEC, 9th December, 1878.

SIR,—I have had under consideration Mr. Under Secretary's letter of the 22nd ultimo, transmitting the copy of a memorial from Messrs. Chapleau, Church and Angers, representing that I had made statements to His Excellency the Governor General "unsupported by and contradictory of the official documents to which they relate; that such erroneous statements could not have been made by mistake or failure of memory, and further representing that the violation of the principles of responsible government committed by the Lieutenant Governor and his actions as above represented, should be dealt with under the authority granted the Honourable the Privy Council of Canada by the 59th section of the British North America Act 1867"

Before replying to the very serious charges preferred against me by three members of the late Executive Council of the Province of Quebec, I must call your attention to a very extraordinary error committed by the memorialists, all of whom are members of the legal profession, and one of them an ex-Attorney-General. In the 59th section of the British North America Act, there is no reference to the *Privy Council* which is not even named in that section. It declares that the Lieutenant-Governor shall hold office "during the pleasure of the Governor General," whose office and position are wholly ignored by the memorialists—a circumstance which I notice, chiefly because it is in strict accordance with the practice which they followed as Executive Councillors towards the Lieutenant-Governor of Quebec.

The charges preferred against me are, 1st, a violation of the principles of responsible government; 2nd, erroneous statements wilfully made.

With regard to the first charge, I have to state that I have always understood that responsible or Parliamentary Government, in the same sense in which it is understood in England and in the administration of the affairs of the Dominion, was also the rule in the Province of Quebec.

Notwithstanding the wide difference between the powers of the Imperial Parliament, of the Dominion Parliament and of the Provincial Legislatures, the principles on which the government of each is conducted are considered the same.

As the representative of the Crown in the Province of Quebec, I claim the right to be consulted on all matters on which it is necessary that the influence of the Crown should be used.

The right of consultation has been repeatedly acknowledged by English statesmen of all parties, as well as by the best writers on constitutional law.

Although I deem it unnecessary to refer to precedents in support of my views on the question, yet I may state that I have been assured on unquestionable authority that during the government of the Earl of Elgin, who initiated the system of responsible government in Canada, his ministers were most scrupulous in consulting him on every question that arose, whether of administration or legislation.

I shall venture to assume that in claiming for the Lieutenant-Governor of the Province of Quebec the right to be consulted by his Executive Council, which by the 63rd clause of the British North America Act is to be composed of such person as "the Lieutenant-Governor from time to time thinks fit". I am strictly claiming what the Governor General would claim in regard to Dominion affairs, and what Our Most Gracious Sovereign would claim with regard to questions of Imperial character.

I shall proceed to consider the application of the principle to the circumstances which led to the dismissal of the Hon. M. DeBoucherville.

It will not, I presume be disputed that no measures of greater importance were introduced during the first session of 1878, than the Bill imposing new taxes and the Bill relating to the Québec, Montreal, Ottawa and Occidental Railway.

It appears in the documents accompanying the memorial that I never was consulted on either of these important measures.

Has my positive assertion been denied?

The contention of the Hon. M. DeBoucherville is, "that I ought to have read the Treasurer's Budget speech, in which he announced the proposed taxes," and my reply is that "I should have been consulted" before the delivery of that speech!

In regard to the Railway Bill, the Hon. M. De Boucherville contends that a telegram addressed to me during a brief absence at Rivière Ouelle, in which he asked my authority "to put the question of finance before the House," and in accordance with which, I sent my signature to my Private Secretary for the message to accompany the Estimates, was an adequate consultation on a Railway Bill which contained provisions substituting to the judiciary the Lieutenant-Governor in Council, as a tribunal to decide as to the liability of municipalities for the payment of money which they disputed.

I reaffirm in the most unequivocal terms that I never was consulted either as to the proposed new taxes, or as to the Railway Bill; and with regard to the latter measure, the Hon. M. DeBoucherville was fully aware, from what I said to him when the Montmagny case was under deliberation that I had insuperable objections to the substitution of the Executive authority for the legal tribunals of the Province.

I may here notice a remarkable discrepancy between the statements of the Hon. M. DeBoucherville and those of Mr. Anger, which could hardly have been unintentional on the part of the latter, who desired to convey the idea that I had given the Hon. M. DeBoucherville full authority to introduce in the name of the Government all such bills as he and his colleagues might think proper. In the conversation which took place on the 19th February, about three weeks after the introduction of the Railway measure, the Hon. M. De Boucherville alleges that I gave him "authorization generally to lay money questions before the House," and adds "I considered I had a

right to inform my colleagues that I had your permission for all questions respecting money." Such a permission would have been wholly inconsistent with my repeated requests that everything should be submitted to me. But Mr. Angers, in order to cover the Railway Bill, changes the Hon. M. DeBoucherville's language from "*questions respecting money*" to "*all measures which the public service required.*"

It is contended by those who are responsible for the omission to consult me at the proper time, that I ought to have notified them that I objected to their Bill, at an earlier period.

I was placed in a position of great embarrassment, owing to the Hon. M. DeBoucherville's reticence on the subject of the Government measures, and to the concealment from me of the petitions against the Bill, which I only had cognizance of after my request for information on the 25th of February.

When, in addition to the various reasons already given, I found that there was a strong objection to the Government measure on the part of the municipalities interested, I came to the conclusion that it would be most unwise to sanction such legislation, and that the removal of the Hon. M. DeBoucherville as Premier, was rendered necessary.

It has been made a subject of complaint by the Legislative Assembly, that I did not send for a member of the party in the majority of the existing House to form a new administration; but on reference to the documents accompanying the memorial, it will appear that I requested the Hon. M. De Boucherville to name the person for whom I should send, and that he declined to advise me.

Under the circumstances, I contend that in sending for the leader of the Opposition, I followed the constitutional practice.

The Hon. M. DeBoucherville was the acknowledged leader of the party commanding the majority in the Legislature; but he had, in my judgment, failed in his duty to me as Lieutenant-Governor, and had in consequence forfeited my confidence.

To him chiefly I objected, and if proof were wanted that my judgment was in accordance with public opinion, it is only necessary for me to state that I have been assured, on authority on which I can rely, that at a meeting of the members of the party which supported the Hon. M. DeBoucherville, M. Chapeau, whose signature stands first to the memorial, was chosen leader of the party, so that the correctness of my judgment has been acknowledged by the members of his own party.

Before closing this branch of the complaint of the memorialists, I may refer to their allegation that the appeal to the country, made on the advice of my present Council, was unsuccessful.

In support of that allegation, they furnish a copy of a resolution adopted by a majority of one, when the House was not full, concealing the fact that the following resolution was immediately adopted in a full House as an amendment and an addition to the one alluded to by the memorialists: "That nevertheless under the present circumstances, this House believes it to be its duty to give a general and independent support to the Government, in such a manner that the measures which it proposes may be submitted to the judgment of this House."

They do not mention that out of the five elective members of the Hon. M. DeBoucherville's Cabinet, three failed to secure their return to the House of Assembly, and that a considerable number of their supporters shared the same fate, while the Hon. M. Joly and his five colleagues in the Assembly were returned.

I may also add that all the measures introduced by the Government were adopted by the Legislative Assembly.

Although I have thought it right to notice this branch of the complaint, yet it is obviously not one affecting me personally. The dissolution was resorted to in strict accordance with constitutional practice, and the present Cabinet can only hold office while enabled by the Legislature to carry on the public business.

With regard to the second head of the complaint of the memorialists, I may observe that my letter to the Governor General of the 18th March, 1878, has been by numbers misunderstood.

It has been assumed that my object, in that letter, was to prefer new charges against the Hon. M. DeBoucherville and his colleagues, on which to justify his dismissal. Such was far from being my intention. I conceived that in accordance with the practice followed by the Governor General, who communicates freely and fully with the Imperial authorities on all subjects of interest, it was my duty, especially after the unauthorized statement made by M. Angers, in the House of Assembly, to apprise the Governor General of all important circumstances preceding the dismissal of the Hon. M. DeBoucherville.

The statement of M. Angers is defended by M. DeBoucherville, although in my letter of the 4th March, I defined, in the most precise manner, the documents which were to be communicated to the House.

As I had never seen M. Angers' memorandum, I could not have permitted it to be communicated, and it is not denied that permission was necessary in order to justify the explanations.

I may observe that neither the Hon. M. DeBoucherville, nor the memorialists, seem to have appreciated my objections to their first communication to the House of Assembly, which, in my letter to the Governor General, I referred to as different from what was agreed on between the Hon. M. DeBoucherville and myself.

It will be found, on reference to the papers, that when the Hon. M. DeBoucherville, on the 2nd March, asked permission to give explanations, he expressly referred to "the memorandum of the Lieutenant-Governor, and his replies thereto," the same documents to which I referred in my letter of the 4th March.

On the 2nd, I requested the Hon. M. DeBoucherville, verbally, to delay the explanations, but, on the 4th, I addressed a letter to him, requesting him to communicate to the Houses that the adjournment from day to day was rendered necessary owing to the arrangements for the formation of a new Executive not having been completed.

I consider that I had just ground of complaint, that M. Angers in making that communication, announced that the Ministry had been dismissed; the consequence of which was that a prejudice was created against me, several days before the various documents could be laid before the House.

With regard to the two Bills in which irregularities had occurred, the Hon. M. DeBoucherville confirms the accuracy of my statements regarding them.

If the Montmagny case was referred to by me in my letter to the Earl of Dufferin, it was in order to establish the fact that the Hon. M. DeBoucherville was fully cognizant of my strong objection to any acts tending to substitute executive for judicial power, and that he therefore ought not to have introduced the provisions in the Railway Bill, substituting the Lieutenant-Governor in Council for the legal tribunals, without consulting me specially on the point.

The proclamations which were published in the *Official Gazette* without my signature were referred to in order to establish the fact that I had specially called the Hon. M. DeBoucherville's attention to the irregularity of such proceedings, and that he had therefore no excuse for using my name without my special sanction.

The Hon. M. DeBoucherville in alleging that the two proclamations mentioned in my memorandum were signed, *omitting at the same time to state when*, has endeavoured to create an impression that my statement is incorrect; I must re-affirm my previous statement, that both the proclamations referred to "were published with my signature in the *Official Gazette* before my signature thereto was given."

In both cases I signed the proclamations after their publication, so as to prevent any irregularity, but I remonstrated at once with the Hon. M. DeBoucherville verbally, and in a letter, dated 6th November. He expressed to me his regret at the occurrence, &c., &c.

I referred to these irregularities merely to prove that I had taken all possible means to convey to the Hon. M. DeBoucherville my desire that my name should not be used without my express permission.

While referring to these proclamations I may observe, that by introducing words never used by me, viz: "for the despatch of business," the Hon. M. DeBou-

cherville has endeavoured to convey the idea that I referred to the proclamation summoning Parliament "for the despatch of business," whereas it was what he terms "the mere formal one" on which I desired to confer with him, before the proclamation was published.

My attention having been drawn by my Private Secretary to the fact that these proclamations had been published before the original proclamations were signed, I sent my letter of the 6th November to the Hon. M. DeBoucherville, who came at once to my office, where my Private Secretary brought a copy of the *Official Gazette* (the one of the 3rd November, 1877) to compare with the original proclamations, and it was only then, after the explanations alluded to, that I signed the originals in the presence of these gentlemen, for the reasons already alluded to.

I am not aware that there is any charge brought forward by the memorialists that I have not fully met, but if it should appear that there is, I undertake, on its being pointed out, to refute it in a satisfactory manner.

I venture to assert that various documents submitted by the memorialists do not establish the case on which they rely. It is, however, possible, that charges made in their petition may not strike me as of importance, or may be viewed in a different light by others, and I therefore deem it necessary to request that I may have the opportunity of refuting any specific allegations that may seem to be warranted by the allegations of the memorialists.

I have endeavored to meet the various charges preferred against me in the memorial of Messieurs Chapleau, Church and Angers as explicitly as the nature of the case would admit.

I confess that I am not altogether clear as to the specific charges of the memorialists, some of which are of such character that I decline to qualify them, and I therefore may have omitted to notice some that may appear to others more formidable than they do to me. I will therefore simply affirm the correctness of every statement in my letter to His Excellency the Earl of Dufferin, of the 18th March last, and I will request that, if there is the least doubt as to any of them, or of any others that I may have made during the discussions consequent on the change of Ministry in March last, I may be afforded an opportunity of further explanations.

I have the honor to be, Sir,

Your obedient servant,

(Signed) L. LETELLIER.

The Hon. the Secretary of State for Canada,
Ottawa.

DEPARTMENT OF THE SECRETARY OF STATE, CANADA.

12th December, 1878.

SIR,—I am directed to acknowledge the receipt of your despatch of the 9th ultimo, in reply to the memorial of the Honorable Messrs. Chapleau, Church and Angers, a copy of which was transmitted to you in my letter of the 22nd ultimo.

I have the honor to be, Sir,

Your most obedient servant,

(Signed) EDOUARD J. LANGEVIN,

Under-Secretary of State.

To HIS HONOR

THE LIEUTENANT-GOVERNOR OF QUEBEC.

DEPARTMENT OF THE SECRETARY OF STATE, CANADA,
17th December, 1878.

SIR,—I have been instructed to transmit to you herewith, for your information, a copy of a letter from His Honor the Lieutenant-Governor of the Province of Quebec, in answer to the memorial of yourself and the Honorable Messrs. Church and Angers, a copy of which was transmitted to His Honor on the 22nd ultimo.

I have the honor to be, Sir,

Your obedient servant,

(Signed) EDOUARD J. LANGEVIN,

Under-Secretary of State.

THE HONORABLE

J. A. CHAPLEAU, MONTREAL.

Exhibit No. 1.

No. 41

VOTES AND PROCEEDINGS

OF THE

LEGISLATIVE ASSEMBLY

OF THE PROVINCE OF QUEBEC.

QUEBEC, FRIDAY, 8TH MARCH, 1878.

The following petition was received and read, namely:—

Of Benjamin Gagné, Esquire, of St. Nicholas, County of Lévis; praying amendments to the notarial tariff.

Mr. Speaker reported to the House, that he, yesterday, presented to His Excellency the Lieutenant-Governor, the Address of the Legislative Assembly, expressing their loyalty to Her Majesty, Queen Victoria, and entire submission to the constitution—that His Excellency received him graciously and gave the following reply:

L. LETELIER,

Gentlemen of the Legislative Assembly;

I thank you for the expression of loyalty and attachment to Her Majesty Queen Victoria contained in your Address, and I receive with pleasure the assurance of your entire submission to the constitution.

In the exercise of the rights and prerogatives of the Crown, I, last Saturday, entrusted Mr. Joly with the duty of forming a new Administration, and the result of his labors will be communicated to you to-morrow.

Government House,
Quebec, 7th March, 1878. }

The Honorable Mr. Laframboise, seconded by Mr. Watts, moved

That Bill [No. 90] for granting to Her Majesty certain sums of money, required for defraying certain expenses of the Civil Government for the fiscal years ending on the thirtieth day of June, one thousand eight hundred and seventy-eight, and on the thirtieth day of June, one thousand eight hundred and seventy-nine, and for other purposes connected with the Public Service, be now read a second time.

Mr. Loranger, seconded by Mr. Lynch, moved

That the following address be presented to His Excellency the Governor General of the Dominion of Canada, to the Senate and House of Commons of Canada, and to His Excellency the Lieutenant Governor of the Province of Quebec.

To His Excellency the Honorable Luc Letellier de St. Just, Lieutenant-Governor of the Province of Quebec.

"The humble Address of the Legislative Assembly of the Province of Quebec, respectfully sheweth :

That it appears from the explanations given by the Honorable Mr. Angers, and from the official correspondence communicated to this House, that His Excellency the Lieutenant-Governor acknowledges that the Members of the DeBoucherville Cabinet have acted in good faith in the discharge of their duties ;

That His Excellency has allowed the measures submitted by his Government to this House and to the Legislative Council, to be discussed and voted upon without order on his part to suspend them ;

That, whilst asserting their devotion to Our Gracious Sovereign and their respect towards His Excellency the Lieutenant-Governor of this Province, this House is of opinion :

That the dismissal from Office of the DeBoucherville Cabinet, having taken place without reason, constitutes an eminent danger to the existence of responsible Government in this Province; is an abuse of power in contempt of the majority of this House, whose confidence they possessed and still possess, and is a violation of the liberties and will of the people ;

And your petitioners will ever humbly pray."

And, objection having been taken that the said proceeding was not in order, inasmuch as the proceedings of this House and debates on questions cannot be suspended to discuss questions of privilege.

Mr. Speaker ruled :

"That the question now before the House is a question of privilege, and must consequently be now taken into consideration."

And another objection having been taken, that this motion tends to censure the conduct of the Lieutenant-Governor, and is in consequence out of order.

Mr. Speaker ruled :

It is a principle of a constitutional Government that the Crown can commit no wrong. The Lieutenant-Governor represents the Crown in our Legislature. It is, therefore, necessary that there should always be around the Sovereign and the Lieutenant-Governor, advisers, Ministers who are always to bear the responsibility which cannot be laid upon the Crown, and of this responsibility there cannot be a solution of continuity. And, although in Addresses the words "Lieutenant-Governor" are used as in measures brought before the House, by the very nature of our constitution these words are addressed only to the Ministers, who are responsible to the House. The Sovereign, in the person of Her representative, is never in question. In the present case the reproaches contained in the motion are addressed to the advisers of His Excellency the Lieutenant-Governor. I, therefore, rule it to be in order.

Mr. Speaker, under the provision of chapter 4 of the Statutes of the Province of Quebec, 31st Victoria, called upon Mr. Taillon to take the Chair during his temporary absence.

After a short time, Mr. Speaker resumed the Chair.

The House having continued to sit until twelve o'clock, midnight.

Saturday, 9th March, 1878.

The question on Mr. Loranger's motion, having been put, was agreed to on the following division :

YEAS.

MM. Alley, Angers, Baker, Champagne, Chapleau, Charlebois, Church, Deschênes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde (Nicolet), Kennedy, Lacerte, Lalonde, Larochole, Lavallée, Le Cavalier, Loranger, Lynch, Martin, Mathieu, McGauvran, Picard, Sawyer, St. Cyr, Taillon, Tarte, Turcotte and Wurtele.—31.

NAYS.

MM. De Beaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Mollieur, Pâquet, Préfontaine, Rinfret dit Malouin, Shehyn, Sylvestre and Watts.—12.

Mr. Loranger, seconded by Mr. Lynch, moved that the said Address be engrossed and signed by Mr. Speaker, and that it be transmitted to his Excellency the Lieutenant-Governor of the Province of Quebec, with prayer that he transmit the same to His Excellency the Governor General of Canada, and that the said address be also transmitted to the Senate and House of Commons of Canada.

Which motion was adopted on the same division.

And the question having been again put that Bill (No. 90) for granting to Her Majesty certain sums of money required for defraying certain expenses of the Civil Government for the fiscal year ending on the thirtieth day of June, one thousand eight hundred and seventy eight, and on the thirtieth day of June, one thousand eight hundred and seventy-nine, and for other purposes connected with the Public Service, be now read a second time.

The Honorable Mr. Angers moved, seconded by the Honorable Mr. Church, that all the words after "Public Service" be struck out and replaced by the following: "be not now read, but that the reading thereof be suspended until such time as justice shall have been rendered to the majority of this House, inasmuch as when the resolutions upon which the said bill is based were adopted, the Cabinet charged with the public business enjoyed the confidence of this House and of the country; whilst the present Administration does not possess that confidence.

Which amendment was agreed to on the following division:—

YEAS.

MM. Alley, Angers, Baker, Champagne, Chapleau, Charlebois, Church, Deschênes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde, (Nicolet), Kennedy, Lacerte, Lalonde, Larochole, Lavallée, Loranger, Lynch, Martin, McGauvran, Picard, Sawyer, St. Cyr, Taillon, Tarte, Turcotte, and Wurtele.—32.

NAYS.

MM. De Beaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Mathieu, Mollieur, Pâquet, Préfontaine, Rinfret dit Malouin, Shehyn, Sylvestre, and Watts.—13.

The main motion as amended was then carried on the same division.

Mr. Mathieu, seconded by Mr. Champagne, moved,

That the Speaker do, immediately, issue his warrant, addressed to the Clerk of the Crown in Chancery for the new writs for the election of Members to serve in the present Parliament for the Electoral Division of Lotbinière, for the Electoral Division of St. Hyacinthe, for the Electoral Division of St. John's, for the Electoral Division of Rimouski, in the place of Henri Gustave Joly, Esquire, Pierre Bachand, Esquire, Felix G. Marchand, Esquire, and Alexandre Chauveau, Esquire, who, since their respective elections as representatives of the above mentioned Electoral Divisions, have accepted an office of emolument under the Crown; by which acceptance the seats of the said Henri Gustave Joly, Pierre Bachand, Felix G. Marchand and Alexandre Chauveau have become vacant.

The Honorable Mr. Angers, seconded by the Honorable Mr. Church, moved in amendment to the said motion.

That the words "and this House, whilst ordering the issue of the said writs, deem it to be their duty to declare that the Administration whose formation created these vacancies does not possess the confidence of this House, nor that of the country" be added to the end thereof.

Which amendment was agreed to on the following division.

YEAS.

MM. Alleyn, Angers, Baker, Champagne, Chapleau, Charlebois, Church, Deschenes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde, (Maskinongé), Houde (Nicolet), Kennedy, Lalonde, Laroche, Lavallée, Loranger, Lynch, Martin, Mathieu, McGauvran, Picard, St. Cyr, Taillon, Tarte, Turcotte and Wurtele.—32.

NAYS.

MM. De Beaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Mollieur, Paquet, Préfontaine, Rinfret dit Malouin, Shehyn, Sylvestre, and Watts.—12.
The main motion as amended was then carried on the same division.

On motion of the Honorable Mr. Laframboise, seconded by Mr. Watts, it was *Resolved*,—That when this House adjourns it do stand adjourned until three o'clock P. M. this day.

A message was received from the Legislative Council agreeing to

Bill (No. 20) intituled: "An Act to amend Chapter 77 of the Consolidated Statutes for Lower Canada, respecting the Court of Queen's Bench with an amendment to which they desire the concurrence of this House.

Also, the following Bills without amendments.

Bill (No. 11) intituled: "An Act respecting the notification for and the attendance at the removal of Seals and Inventories."

Bill (No. 55) intituled: "An Act to amend certain articles of the Municipal Code of the Province of Quebec."

Bill (No. 84) intituled: "An Act to provide for the giving notice of Sheriff's sale to hypothecary creditors."

Bill (No. 96) intituled: "An Act to further amend the laws respecting Public Instruction in this Province;" and

Bill (No. 100,) intituled: "An Act to amend chapter 69 of the Consolidated Statutes for Lower Canada, respecting Building Societies in the Province of Quebec."

And the House then adjourned.

LOUIS BEAUBIEN.

Speaker.

Exhibit No. 2.

FRIDAY, 8TH MARCH, 1878.

The Honorable Legislative Councillors convened, were:

The Honorable Henry Starnes, Speaker.

The Honorable Messieurs

Archambeault,
Boucherville, de
Bryson
Dionne,
Dostaler,
Gaudet,
Gingras,
Hearn,
LaBruère, de
Laviolette,

LeMaire,
Léry, de
Panet
Proulx,
Prudhomme,
Ross,
Roy,
Webb,
Wood.

The following petitions were severally brought up and laid on the table :

By the honorable Mr. Ross, of the Sisters of Providence of the Cote-St. Louis.

By the honorable Mr. Hearn, of the Board of Trade of Quebec.

The following petitions were read and received :

Of the inhabitants of the Township of Woodbridge, County of Kamouraska, praying for the refund of the amount due by them to the Government on their lots ;

Of the Board of Trade of Quebec, opposing the Quebec, Montreal, Ottawa and Occidental Railway Act.

Hon. Mr. de LaBruère, seconded by Hon. Mr. Webb, moved :

That the following Address be presented to His Excellency the Governor General of the Dominion of Canada, to the Senate and to the House of Commons of Canada and to His Excellency the Lieutenant-Governor of the Province of Quebec.

To His Excellency the Honorable Luc Letellier de St. Just, Lieutenant-Governor of the Province of Quebec.

"The humble Address of the Honorable Legislative Council of the Province of Quebec, respectfully sheweth :

That it appears from the explanations given by the Hon. M. DeBoucherville, and from official correspondence communicated to this House, that His Excellency the Lieutenant-Governor acknowledges that the Members of the DeBoucherville Cabinet acted in good faith in the discharge of their duties ;

That His Excellency permitted the Bills submitted to this House and to the Legislative Assembly to be discussed and voted upon, without any order on his part to suspend them ;

That whilst expressing its loyalty and devotion to Our Gracious Sovereign, and its respect for the Lieutenant-Governor of this Province, this House is of opinion :

That the dismissal from office of the DeBoucherville Cabinet, having taken place without sufficient cause, constitutes an imminent danger to the maintenance of responsible government in this Province, is an abuse of power exercised in contempt of the majority of both Houses, whose confidence they possessed and still possess, and a violation of the rights and will of the people."

And, objection being taken by the Hon. Mr. Archambeault that this motion is not in order, because the notice required by the 28th Rule of this House had not been given.

The Speaker decided that the said motion is not in order ;

And the decision of the Speaker being appealed from by the Hon. Mr. de LaBruère, for the reason that this motion being a motion of privilege and of urgency, does not require the usual notice demanded by the 28th Rule of this House.

The question was put, and the House reversed the decision of the Speaker.

And the question of concurrence being put on the said motion, it was unanimously

Resolved in the affirmative.

Then, on motion of the Hon. Mr. de LaBruère, seconded by the Hon. Mr. Webb, it was

Ordered, That the Address be engrossed and signed by the Speaker of this House, and be by him transmitted to His Excellency the Lieutenant-Governor of the Province of Quebec, praying His Excellency to transmit it to His Excellency the Governor General of the Dominion of Canada, to the Senate and to the House of Commons of Canada.

The Order of the Day was read for the third reading of the Bill (No. 20) intituled : "An Act to amend chapter 77 of the Consolidated Statutes of Lower Canada, respecting the Court of Queen's Bench."

The Hon. Mr. Archambeault moved,

That the said Bill, as amended, be now read a third time.

The question was put whether this Bill, as amended, should pass? It was

Resolved in the affirmative.

Ordered, That the Clerk go down to the Legislative Assembly and acquaint that House that the Legislative Council have passed this Bill with several amendments, to which they desire the concurrence of the Legislative Assembly.

The Order of the Day was read for putting the House into Committee of the Whole for the consideration of Bill (No. 11) intituled: "An Act respecting the notification for and the attendance at the removal of seals on inventories."

The House adjourned during pleasure, and was put into Committee of the Whole.

After some time the House was resumed.

The Honorable Mr. Wood, from the said Committee, reported that they had gone through the said Bill, and had directed him to report the same without amendment.

On motion of the Honorable Mr. de Labruere, it was

Ordered, That the said Bill be read a third time presently.

The said Bill was then accordingly read a third time.

The question was put whether this Bill shall pass? It was

Resolved in the affirmative.

Ordered, That the Clerk do go down to the Legislative Assembly and acquaint that House that the Legislative Council have passed this Bill without any amendment.

The Order of the day was read for putting the House into Committee of the Whole for the consideration of Bill (No. 55) intituled; "An Act to amend certain articles of the Municipal Code of the Province of Quebec."

The House adjourned during pleasure, and was put into Committee of the Whole.

After some time the House was resumed.

The Honorable Mr. Bryson, from the said Committee, reported that they had gone through the said Bill, and directed him to report the same without amendment.

On motion of the Honorable Mr. Laviolette, it was

Ordered, That the said Bill be read a third time presently.

The Bill was then accordingly read a third time.

The question was put whether this Bill shall pass? It was

Resolved in the affirmative.

Ordered, That the Clerk do go down to the Legislative Assembly and acquaint that House that the Legislative Council have passed this Bill without any amendment.

The Order of the Day was read for putting the House into Committee of the Whole for the consideration of Bill (No. 84) intituled: "An Act to provide for the giving notice of Sheriff's sales to hypothecary creditors."

The House adjourned during pleasure, and was put into Committee of the Whole.

After some time the House was resumed.

The Honorable Mr. Hearn, from the said Committee, reported that they had gone through the said Bill, and had directed him to report the same without amendment.

On motion of the Honorable Mr. de LaBruère, it was

Ordered. That the said Bill be read a third time presently.

The said Bill was then accordingly read a third time.

The question was put whether this Bill shall pass? It was

Resolved in the affirmative.

Ordered, That the Clerk do go down to the Legislative Assembly and acquaint that House that the Legislative Council have passed this Bill without any amendment.

The Order of the Day was read for putting the House into Committee of the Whole for the consideration of Bill (No. 96) intituled: "An Act to further amend the laws respecting Public Instruction in this Province."

The House adjourned during pleasure, and was put into Committee of the Whole.

After some time the House was resumed.

The Honorable Mr. Dionne, from the said Committee, reported they had gone through the said Bill, and directed him to report the same without amendment.

On motion of the Honorable Mr. Archambeault, it was

Ordered, That the said Bill be read a third time presently.

The said Bill was then accordingly read a third time.

The question was put whether this Bill shall pass? It was

Resolved in the affirmative.

Ordered, That the Clerk do go down to the Legislative Assembly and acquaint that House that the Legislative Council have passed this Bill without any amendment.

The Order of the Day was read for putting the House into Committee of the Whole for the consideration of Bill (No. 100) intituled: "An Act to amend chapter 6th of the Consolidated Statutes for Lower Canada, respecting building societies in the Province of Quebec."

The House adjourned during pleasure, and was put into Committee of the Whole.

After some time the House was resumed.

The Honorable Mr. Archambeault, from the said Committee, reported that they had gone through the said Bill, and directed him to report the same without amendment.

On motion of the Honorable Mr. Hearn, it was

Ordered, That the said Bill be read a third time presently.

The said Bill was then accordingly read a third time.

The question was put whether this Bill shall pass? It was

Resolved in the affirmative.

Ordered, That the Clerk do go down to the Legislative Assembly and acquaint that House that the Legislative Council have passed this Bill without amendments.

The Order of the Day was read for putting the House into Committee of the Whole for the consideration of Bill (No. 109) intituled: "An Act to further amend the law respecting subsidies in money made to certain railway companies."

On motion of the Honorable Mr. DeBoucherville, it was

Ordered, That the said Order be postponed until to-morrow.

A Message was brought from the Legislative Assembly by their Clerk, with a Bill (No. 12) intituled: "An Act respecting the proof of heirship or of legateship," to which they request the concurrence of this House.

The said Bill was read for the first time.

On motion of the Honorable Mr. de LaBruère, it was

Ordered, That the said Bill be read a second time to-morrow.

A Message was brought from the Legislative Assembly by their Clerk, with a Bill (No. 83) intituled: "An Act to amend and consolidate the Quebec License Act and its amendments," to which they request the concurrence of this House.

The said Bill was read for the first time.

On motion of the Hon. Mr. Archambeault, it was

Ordered, That the said Bill be read a second time to-morrow.

A Message was brought from the Legislative Assembly by their Clerk, with a Bill (No. 108), intituled: "An Act respecting the indemnity to petty jurors, in criminal cases," to which they request the concurrence of this House.

The said Bill was read for the first time.

On motion of the Honorable Mr. Archambeault, it was

Ordered, that the said Bill be read a second time to-morrow.

A Message was brought from the Legislative Assembly by their Clerk, with a Bill (No. 112) intituled: "An Act to amend the Act 20 Vic., ch. 25, respecting the Quebec North Shore Turnpike Roads," to which they request the concurrence of this House.

The said Bill was read for the first time.

On motion of the Honorable Mr. Hearn, it was

Ordered, That the said Bill be read a second time to-morrow.

A Message was brought from the Legislative Assembly by their Clerk, with a Bill (No. 104) intituled: "An Act to impose a stamp duty on contract notes, and on certain deeds and instruments," to which they request the concurrence of this House.

The said Bill was read for the first time.

The Honorable Mr. Archambault moved,

That when this House do adjourn, it do stand adjourned until to-morrow at 11 o'clock, A.M.

And the question of concurrence being put on the said motion, it was

Resolved in the affirmative.

Then, on motion of the Honorable Mr. DeBoucherville, the House adjourned until to-morrow at 11 o'clock, A.M.

No. 42.

Exhibit No. 3.

VOTES AND PROCEEDINGS

OF THE

LEGISLATIVE ASSEMBLY

OF THE PROVINCE OF QUEBEC.

QUEBEC, SATURDAY, 9th MARCH, 1878.

Mr. Speaker informed the House that, in conformity with the orders given to him at yesterday's sitting, he issued his warrant for the election of Members in the counties of those Members who have accepted office as Ministers; and that he was informed by the Clerk of the Crown in Chancery that the answer of the Government was that the matter was under consideration.

The following letter and "copies of the correspondence and explanations relating to the dismissal from office of the DeBoucherville Government" were laid upon the table:

QUEBEC, 8th March, 1878.

To the Honorable the Speaker of the Legislative Assembly.

SIR,—I have the honour to forward you, to be laid before the House, copy of the correspondence and explanations relating to the dismissal from office of the DeBoucherville Government, which I read and communicated to the House.

I have the honour to be, Sir,

Your obedient servant,

A. R. ANGERS,

Ex-Attorney General,

Member for the County of Montmorency.

Mr. Speaker,

"Mr. DeBoucherville had received permission from the Lieutenant-Governor to give explanations respecting his dismissal from office at the sitting on Monday, the fourth March instant. Between half-past one and two o'clock of the same day, he received from His Excellency a notice not to give any explanations until the new Cabinet had been formed.

This event having been announced, the late DeBoucherville Government has the right, in virtue of the permission so obtained, to give its explanations to the House and to the country.

It is my duty to announce to the House that the DeBoucherville Government did not resign. A Government, possessing the confidence of the great majority of the Representative Assembly and of almost the whole of the Legislative Council, has no right to resign, if it has really at heart the interests of the country, and a respect for its duty. This Government was dismissed from office by the Lieutenant-Governor. The facts which preceded and followed this event are entered in a journal, kept from day to day and from hour to hour, under the dictation of the Ex-Premier, and the following is an extract and faithful recital thereof.

On the 26th February, 1878, at half-past four o'clock, p.m., the Premier received from the Lieutenant-Governor, through his Aide-de-Camp, the following letter:

GOVERNMENT HOUSE,
QUEBEC, 25th February, 1878.

To the Honorable C. B. DeBoucherville,
Premier of the Province of Quebec.

The Lieutenant-Governor desires the Executive Council to prepare for his consideration a factum, including a copy of the following documents:—

1. A copy of the Acts of the Dominion Parliament authorizing the construction of the railway now known under the name of the "Quebec, Montreal, Ottawa and Occidental Railway," as well as a copy of the Acts of the Legislature of Quebec, respecting the same railway.

2. A copy of the Acts of the Legislature of the Province of Quebec, respecting the construction of the railway between Quebec and Montreal, commonly known as the "North Shore Railway."

3. A copy of the By-laws of each of the Municipal Corporations by which they agreed to assist in the construction of the said road.

4. A statement of the amount of the grant, paid by each of those Corporations, and a copy of the correspondence exchanged between the Government, the Railway Commissioners or the Contractors of the said road and the said Municipal Corporations, with respect to their said grant or subsidy.

5. A copy of the several contracts entered into for the construction of the said road.

6. A copy of the official or *confidential* reports of the engineers to whom was entrusted the location of these lines of railway, in whole or in part.

7. A copy of the report of the Railway Commissioners, laid before both Houses during the present Session, respecting the said roads.

8. A copy of the representations made to the Government by the Municipal Corporations interested or by the rate-payers of these municipalities, respecting the conditions of their grant or subsidy.

9. A copy of the Resolutions proposed to the Provincial Legislature, during the present Session, respecting the said subsidies, and to facilitate the payment and recovery of the same.

10. A copy of the Bill, based upon the said Resolutions, which was introduced into the House during the present Session.

11. A plan showing the locations of each of the said railways, or of any portion thereof.

12. A detailed statement of the reasons which induced the Provincial Government not to content themselves with the provisions of the statute and common law, and with those of the Civil Code of this Province, for the recovery of the sums of money which might become due by the said Corporations, but, without having in any manner previously consulted with the Lieutenant-Governor, to propose an *ex post facto* legislation to compel them thereto.

Another very important measure, to provide for the imposition of new taxes, was also similarly proposed to the Legislature, without having been previously submitted to the Lieutenant-Governor.

The Lieutenant-Governor is perfectly aware that measures of secondary importance, which have previously been sufficiently explained to him, may be, as a matter of routine, proposed to both Houses, without an express order from himself, but he cannot allow the Executive to communicate to the Legislature, on his behalf, any important or new measures, without his special order, and without his having been previously fully informed and advised thereof.

LUC LETELLIER,

Lieut.-Governor.

The Premier prepared his answer during the night of the 26th and 27th February. This answer was delivered by him, in person, to the Lieutenant-Governor at Spencer Wood, about ten o'clock a.m., on the 27th. It read as follows:—

QUEBEC, 27th February, 1877.

To His Excellency

The Hon. L. LETELLIER DE ST. JUST,
Lieutenant-Governor of the Province of Quebec.

MAY IT PLEASE YOUR EXCELLENCY.

I have the honor to acknowledge the receipt of the memorandum sent me yesterday afternoon by Your Excellency, through your Aide-de-Camp, who, at the same time, informed me that you were ill in bed. I submitted this memorandum to the Executive Council, and I shall see, as Your Excellency desires, that all due diligence be used in order that all the documents required may be transmitted to you as soon as possible.

In anticipation of the factum desired by Your Excellency, which will contain a more detailed statement of the motives which induced the Provincial Government to bring in the measures to which you draw my attention, I consider it my duty to represent that the reasons, which, amongst others, caused the Government to submit to the Legislature a law obliging the municipalities to pay their subscriptions, for the construction of the Provincial railway, on the decision of the Lieutenant-Governor in Council, after a sworn report, made by a competent engineer, and after a notice of fifteen days, to give such municipalities an opportunity of being heard,—are the ill-will of certain municipalities; shown by some in their neglect to comply with the requests of the Treasurer, by others in their formal refusal to pay, and in certain cases, by resolutions adopted asking new conditions, respecting the agreements which they had made with the Government.

The Government was of opinion that without such legislation, the object of which is to avoid the delays of ordinary legal proceedings, the result of the ill-will of these municipalities would have been either to necessitate a new loan by the Province, and consequently to cause a burden to be unjustly imposed upon municipalities which had entered into no engagements and which would derive no immediate benefit from the construction of the road, or the complete stoppage of the works already begun, together with the inevitable loss of interest on the enormous capital already laid out upon this enterprise and the other damages resulting therefrom.

The Government, while undertaking, in the first place, by the said law, to fulfil the conditions which it had agreed upon with the said municipalities, considered that, in substituting for the ordinary courts, the Lieutenant-Governor with an Executive Council responsible to the Legislature and to the people, it offered to the parties interested a tribunal which afforded as many guarantees as the ordinary courts. I would also take the liberty of calling Your Excellency's attention to the fact that similar provisions are already in our Statutes. I would cite to Your Excellency chapter 83 of the Consolidated Statutes of Canada, and also chapter 47 of 36 Vict. of the Statutes of Ontario.

I humbly submit to Your Excellency that a law devised for the better securing of the execution of a contract cannot have a retroactive effect. It enacts for the future, and its objects are the respective interests of the parties.

Now, I beg Your Excellency to note that, while you were at Rivière Ouelle, I had the honor of requesting your authorization to lay the question of finances before the House, and that you were kind enough to reply that you sent me a blank form by mail, and I considered this, at the time, as a great mark of confidence on your part. I did, in effect, receive a blank form with your signature, which I handed to the Treasurer, who had it filled up by your Aide-de Camp.

Later on, I had the honour of requesting Your Excellency's authorization generally to lay money questions before the House, and this Your Excellency granted, with your usual condescension. This permission, moreover, had invariably been accorded me by your predecessor, the late lamented Mr. Caron.

I must admit that, with this authorization, and the conviction in my mind that Your Excellency had read the Treasurer's Budget Speech, in which he announced the taxes which were afterwards proposed, I considered I had a right to inform my colleagues that I had your permission for all questions respecting money.

I beg Your Excellency to believe that I never had any intention of arrogating to myself the right of having measures passed without your approval, and that, under existing circumstances, having had occasion to speak to Your Excellency in reference to the law respecting the Provincial railway, and not having received any order to suspend it, I did not think Your Excellency would discover in this measure any intention on my part to slight your prerogatives, which no one is more disposed than I am to respect and uphold.

Your, &c., &c.,

C. B. DEBOUCHERVILLE.

After some conversation, the Lieutenant-Governor, having heard Mr. deBoucherville's explanations, admitted that, if there had been any misunderstanding, it was in good faith on the part of the latter, in authorizing his colleagues to say that they were authorized to submit the legislation in reference to money matters. He afterwards told him, in reply to his question on the subject, that the only difficulty remaining was the question of the Quebec, Montreal, Ottawa and Occidental Railway, and that he would give an answer on the following day, the 28th February.

On the 28th February, at about half-past seven in the evening, Mr. DeBoucherville went to Spencer Wood to convey to the Lieutenant-Governor the documents asked for in the letter of the 25th (which documents were prepared by the Honourable the Secretary, and were accompanied by a synopsis). He asked him if he would soon give his answer. The Lieutenant-Governor told him that he would examine the documents and probably give it to him on the following day, the 1st March.

On leaving, Mr. DeBoucherville said: "If I understand you rightly, you are hesitating between giving your sanction to the Railway Bill and reserving it." He replied, "That is it."

On the 2nd of March, at five minutes to one in the afternoon, the Aide-de-Camp of the Lieutenant-Governor handed to Mr. de Boucherville the letter given hereafter. Before the Aide-de-Camp left, he was asked how His Excellency was. The Aide-de-camp replied that he was not so well, and then asked: when we intended closing the Session. Mr. DeBoucherville replied that he could not say, as many matters were in arrear.

The following is the letter in question:—

GOVERNMENT HOUSE,

QUEBEC, 1st March, 1878.

To the Hon. C. B. DeBoucherville,
Premier, Quebec.

The Lieutenant-Governor, taking into consideration the communication made to him verbally (on the 27th February) by the Premier, and also taking into considera-

tion the letter which the Premier then gave to him, is prepared to admit that there had been no intention on the part of the Premier to slight the prerogatives of the Crown, and that there was only on his part an error, committed in good faith, in the interpretation that he gave to words used by the Lieutenant-Governor, in the interview which they had on the 19th February instant—words which did not imply the authorization attributed to them by the Premier.

With this interpretation and the instructions given in consequence by the Premier to the Honorable Messrs. Angers and Church, these gentlemen did not wittingly do anything against the duties of their office.

As to the blank, which the Lieutenant-Governor addressed to him from Rivière Ouelle, the Lieutenant-Governor knew that such blank was to be used for the purpose of submitting the estimates to the House.

This act was a token of confidence on his part, as stated by the Premier in his letter of the 27th, but it was confidential.

The Lieutenant-Governor deems it his duty to observe that, in his memorandum of the 25th of February last, he in no way expressed the opinion that he thought that the Premier ever had the intention of arrogating to himself the "right" of "having measures passed without his approval, or of slighting the prerogatives of the representative of the Crown."

But the Premier must not lose sight of the fact that, although he had not so intended, the fact remains as he was told by the Lieutenant-Governor.

The fact of having submitted several new and important measures to the Legislature, without having previously, in any manner, consulted the Lieutenant-Governor, although without any intention of slighting his prerogatives, gives rise to one of those false positions which places the representative of the Crown in a difficult and critical situation, with reference to both Houses of the Legislature.

The Lieutenant-Governor cannot admit that the responsibility of this state of things rests upon him.

So far as concerns the Bill intituled, "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway," the Premier cannot apply to the measure the pretended general authorization mentioned by him in his letter, for their interview took place on the 19th February, and the Bill had then been before the House for several days, without the Lieutenant-Governor having been in any manner informed of it by his advisers.

The Lieutenant-Governor then told the Premier how much he regretted such legislation; he represented to him that he considered it to be contrary to the principles of law and justice: notwithstanding this, the measure was pushed on until it was adopted by both Houses.

It is true that the Premier gives, in his letter, as one of his reasons for so acting, "that this permission of making use of the name of the representative of the Crown had been, moreover, always allowed to him by the predecessor of the present Lieutenant-Governor, the late lamented Mr. Caron."

This reason cannot avail with the Lieutenant-Governor, for, by so doing, he would abdicate his position as representative of the Crown,—a proceeding which neither the Lieutenant-Governor nor the Premier could reconcile with the duties of the Lieutenant-Governor towards the Crown.

The Lieutenant-Governor regrets being compelled to state, as he told the Premier, that he has generally not been explicitly informed of the measures adopted by the Cabinet; although the Lieutenant-Governor often gave occasion therefor to the Premier, especially during the course of last year.

The Lieutenant-Governor, from time to time, since the last meeting of the Legislature, drew the attention of the Premier to several matters respecting the interests of the Province of Quebec, amongst others:

1. To the enormous expenditure occasioned by very large subsidies to several railways when the Province was burdened with the construction of the trunk line of railway from Quebec to Ottawa, which should prevail over all others; and that at a time when our finances compelled us to raise loans disproportioned to our revenues.

2. On the necessity of reducing the expenses of the Civil Government and those of legislation, in place of having recourse to new taxes, with a view of avoiding financial embarrassment.

The Lieutenant-Governor, although with regret, expressed to the Premier the opinion that the Orders in Council, for the increase of the salaries of Civil Service employees, seemed to him to be inopportune at a time when the Government had effected with the Bank of Montreal a loan at the rate of 7 per cent. for half a million, on condition of increasing this loan to one million; and, in fact, to-day even (1st March) the Lieutenant-Governor was obliged to allow an Order in Council to be passed to secure the last half million for the Government, without which the Government would be unable to meet its obligations, as stated to him by the Honorable the Treasurer, by order of the Premier.

The Premier did not, either then or since, inform the Lieutenant-Governor that the Government were in so impecunious a position as to require special legislation to increase the public burdens.

The Lieutenant-Governor therefore stated and repeated these facts to the Premier, and now deems it his duty to record them here, in order that they may serve as a memorandum for himself and the Premier.

It results therefore—

1. That, although the Lieutenant-Governor had made several representations, in his quality of representative of the Crown, to the Premier on those various subjects of public interest, his advisers have taken administrative and legislative steps contrary to such representations and without having previously advised him.

2. That the Lieutenant-Governor has, without evil motives, but in fact, been placed in a false position, by being exposed to a conflict with the desires of the Legislature, desires which he acknowledges to be paramount, when expressed in a constitutional manner.

The Lieutenant-Governor has attentively read and examined the memorandum and documents which the Premier was kind enough to bring him yesterday.

In the record are petitions from several Municipal Corporations and from citizens of different localities, addressed to the Lieutenant-Governor, against the resolutions and the Government Bill respecting the Quebec, Montreal, Ottawa and Occidental Railway.

The Lieutenant-Governor was only yesterday in a position to take communication of some of these petitions, inasmuch as they had not been transmitted to him before the Record.

The Lieutenant-Governor, after mature deliberation, cannot accept the advice of the Premier in reference to the sanction to be given to the Railway Bill, intitled: "An Act relating to the Quebec, Montreal, Ottawa and Occidental Railway."

For all these reasons, therefore, the Lieutenant-Governor cannot conclude this memorandum without expressing to the Premier the regret which he feels in being no longer able to retain him in his position, contrary to the rights and prerogatives of the Crown.

L. LETELLIER,

Lieutenant-Governor.

On the 2nd of March, about two o'clock p.m., Mr. DeBoucherville went to Spencer Wood. When he arrived he was admitted to the presence of the Lieutenant-Governor, and told him "that according to the memorandum received from him that day, he understood that he was dismissed from the office of Premier."

The Lieutenant-Governor told him he was to take his own interpretation from the letter. Upon this, Mr. DeBoucherville handed him the letter, which will be found further on, as being his answer.

The Lieutenant-Governor, without opening it before him, made some remarks on the difficulty in which the legislation had placed him.

Mr. DeBoucherville replied that in his present position he thought he had no opinion to express on the subject. He then bowed himself out. When he had proceeded a short distance from the house he caused the vehicle to return, having forgotten to ask permission from the Lieutenant-Governor to give explanations to the House. After having been a second time admitted to the presence of the Lieutenant-Governor, he asked permission to give explanations and to make known the memorandum of the Lieutenant-Governor and his replies thereto.

The Lieutenant-Governor told him he had no objection, and asked him as to the person he should send for. M. DeBoucherville replied that he looked upon himself—having been dismissed—as being in a different position from a Minister who, although defeated in the House, still retained the confidence of the Sovereign; that he had had a majority of twenty-five in one of the late votes; that, under these circumstances, he did not think he could advise him in the matter. He then left him, and while in the ante-room, the Lieutenant-Governor recalled him and said, “Please delay the explanations until Monday.”

The following is a copy of the letter which M. DeBoucherville handed to the Lieutenant-Governor, when the latter told him he was to take his own interpretation of his memorandum.

QUEBEC, 2nd March, 1878.

MAY IT PLEASE YOUR EXCELLENCY :

I have the honor to acknowledge the receipt of your memorandum, in which you come to the conclusion that you cannot retain me in my position as Premier.

I have, therefore, no other duty to perform beyond submitting to my dismissal from office, communicated by Your Excellency, reiterating at the same time my profound respect for the rights and prerogatives of the Crown, and my devotion to the interests of our Province.

I have the honor to be,

Your Excellency's, &c., &c.,

C. B. DEBOUCHERVILLE.

To His Excellency

The Lieutenant-Governor of the
Province of Quebec.

On the 28th January, 1878, M. DeBoucherville had sent to His Excellency the Lieutenant-Governor, who was then at Rivière Ouelle, the following telegraphic despatch:—

“Can you send me authorization resolutions respecting finances.”

The Lieutenant-Governor on the following day, the 29th, telegraphed M. DeBoucherville:—

“Blank mailed to day. If presence necessary, telegraph. Return Friday.”

The resolutions respecting the North Shore Railway were submitted to the House only on the 29th January, after the telegram had been received from the Lieutenant-Governor that a form signed in blank had been mailed to M. DeBoucherville in reply to his despatch of the previous day, saying, “Can you send me authorization resolutions respecting finances?”

On the 30th January the first resolution was reported from Committee of the Whole. On the 31st it was adopted by the House. On the 1st February the House again went into Committee of the Whole and reported the other resolutions on the same subject. But it was only on the 5th that the adoption of the report of the Committee was carried, the House throwing out the motion of non-confidence on this point by 38 to 21.

On the 5th February a Bill, based on these resolutions, was introduced; the second reading was delayed until the 18th February; the third reading took place on the 19th. During all this time, the Lieutenant-Governor, to whom the votes and proceedings were sent daily, remained silent.

On the 19th February, Mr. DeBoucherville met the Lieutenant-Governor and, in the conversation which took place on the subject of the measure, thought he had satisfied him as to its legality and the urgency of its being passed. The Lieutenant-Governor was so far from being explicit as to his intentions, that Mr. DeBoucherville left him with the impression that he was authorized.

The Lieutenant-Governor does not contend, in his memorandum of the 1st March, 1878, that he had given orders to suspend the legislation.

Sent up to the Legislative Council, this Bill had gone through its third reading before the first letter was received from the Lieutenant-Governor, dated the 25th February last, but only delivered at 4:30 P.M., on the 26th. In fact, the Lieutenant-Governor, in his letter of the 1st March, admits that he did not, in any way, in his memorandum of the 25th February, express the opinion that he considered the Premier had intended to arrogate to himself the right of getting measures passed without his approval or of slighting the prerogatives of the representative of the Crown.

Having ascertained that a misunderstanding existed as to the interpretation of the authorization asked by telegraphic despatch on the 28th January and answered on the 29th by a message stating that a form signed in blank was sent, and in view of the impressions left by the conversation of the 19th February in Mr. DeBoucherville's mind, should the Lieutenant-Governor have waited to make known, for the first time, the existence of this misunderstanding until the 26th February, at which date the whole of the legislation, of which he complains, had been discussed and voted in the affirmative by both Houses?

The confidence shewn by the Lieutenant-Governor on the 29th January in Mr. DeBoucherville by forwarding the form signed in blank, was calculated to justify him in interpreting the silence of the Lieutenant-Governor at least as not meaning dissent.

After these interviews of the 19th February, the silence observed until the 26th February was also of a nature to lead him to believe that he had a general authorization to submit to the House all measures which the public service required.

On the 31st of January, twenty-six days previous to the first memorandum of the Lieutenant-Governor, the Honorable Treasurer made his budget speech, in which he announced the new taxes which it would be necessary to levy to meet the obligations of the Province, obligations contracted during several previous years and resulting from the policy then inaugurated on railways, and which had received the concurrence of several Members belonging to the party opposing the Government..

Can this speech, published *in extenso* by the press of the whole country have escaped the notice of the Lieutenant-Governor?

On the 19th of February, the resolutions demanding those taxes, but a lower rate than the one mentioned by the Treasurer in his speech, were presented; and on the 20th were adopted by a vote of 39 against 22.

The Lieutenant-Governor in his memorandum of the 1st March, complains that Mr. DeBoucherville did not let him know that the Government was in an impecunious condition, requiring special legislation to increase the public taxes.

The Premier would have formed an erroneous idea of the situation, if he had so qualified the temporary embarrassment caused by the ill will of the municipalities which had subscribed for the construction of the Provincial railway in neglecting to faithfully fulfil their obligations. He would have formed an erroneous idea of the situation, in presence of the results obtained, so far without any burden having been imposed in order to obtain them.

On the 2nd February, notice was given of resolutions respecting railways in the Eastern Townships and on the South Shore of the St. Lawrence.

On the 23rd of the same month the resolutions were introduced and subsequently adopted by a vote of 41 to 16. These resolutions do not in any way increase the actual debt of the province.

The Lieutenant-Governor said in the same memorandum, "That the construction of the railway from Quebec to Ottawa should prevail over that of other railways." The legislation of many years past on this subject establishes no priority in favor of

the Provincial railway to the detriment of railways in the Eastern Townships and on the South Shore. The DeBoucherville Government would have contravened the law if they had adopted any other view of the matter.

In the same memorandum the Lieutenant-Governor declares, "That he cannot accept the advice of the Premier in reference to the sanction to be given to the Railway Bill, intitled: 'An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway.' This declaration is premature, the Premier never having been called upon to give his opinion as to the sanction to be given; and, if had he been called upon to do so, he would, under the circumstances, have recommended that it be reserved for the decision of the Governor General, being in doubt as to the Lieutenant-Governor having the right, of his own accord, *ex proprio motu*, to exercise the prerogative of veto, and thus to decide finally on the fate of a measure passed by both Houses, when the British North America Act of 1867 seems to leave such power to the Governor General.

The memorandum of His Excellency refers to petitions of several corporations and citizens of different places, addressed to the Lieutenant-Governor, against the resolutions and the measures of the Government concerning the Quebec, Montreal, Ottawa and Occidental Railway.

It is sufficient to consider that these petitions came from debtors, from whom the law intends to force payment, to arrive at the correct conclusion that the opinion of both Houses should prevail over that expressed in such petitions.

The Lieutenant-Governor, in the same memorandum, refers to acts of Administration which date from before the Session, and to which he has given his assent. As he alludes to matters for which the Government is responsible to both Houses, as advisers of the Crown, and as they are foreign to the question of prerogative raised by the Lieutenant-Governor, they cannot be adduced in this memorandum, as reasons for the conclusion, arrived at by His Excellency, that he cannot continue to retain M. DeBoucherville in his position against the rights and prerogatives of the Crown; therefore, to avoid being carried away by this side issue or *hors d'œuvre*, there is no reason to question them now.

The Lieutenant-Governor further expresses the opinion "that the state of our finances forced us to make loans disproportionate to our resources."

The necessity of here repeating this phrase is to be regretted; but the credit of the Province requires that it should be contradicted. The mere reading of the Budget Speech will suffice to reassure alarmists.

From all the above facts, from admissions contained in the last memorandum of the Lieutenant-Governor, from the transmission of the form signed in blank and sent by him in reply to a request from M. DeBoucherville, asking his authorization to introduce "resolutions respecting finances," and from the silence of the Lieutenant-Governor up to the 26th February last, it results that no measures have been introduced into the House in opposition to the prerogatives of the representative of the Sovereign.

Nothing more remains now for me to do but to reiterate the declaration made in commencing these explanations; the DeBoucherville Cabinet has not resigned; it has been dismissed from office by the Lieutenant-Governor.

The Conservative party is no longer in power. But it is, in this House, the power, a qualified power,—a majority in the Opposition. The majority here, the majority in the Council, the majority in the country. The Conservative party has been dismissed from office; but it stands uncompromised, without compromise, without division,—devoted to the Constitution and to the welfare of the country.

(Signed) A. R. ANGERS,

Ex-Attorney-General,

Member for the Electoral District of Montmorency.

A Message was received from the Legislative Council agreeing to the following Bills without amendment:—

Bill (No. 83) intituled: "An Act to amend and consolidate the Quebec License Act and its amendments."

Bill (No. 109) intituled: "An Act to further amend the law respecting subsidies in money made to certain Railway Companies."

Bill (No. 48) intituled: "An Act to define and regulate the limits of certain municipalities and parishes in the Counties of Nicolet, Arthabaska and Drummond, and to include, in the County of Nicolet, the portion of these municipalities and parishes not now included therein."

Bill (No. 112) intituled: "An Act to amend the Act 20 Vic., cap. 125, respecting the Quebec North Shore Turnpike Roads."

Bill (No. 108) intituled: "An Act respecting the indemnity to petty jurors in criminal cases."

Bill (No. 12) intituled: "An Act respecting the proof of Heirships or Legateeships."

Mr. Dupont, seconded by Mr. Lavallée, moved:

That the sum of one hundred dollars, deposited for the Bill (No. 45), intituled: "An Act to incorporate the Beet Sugar Company of the Province of Quebec," be refunded to the promoters of the said Bill.

Which motion was withdrawn, the mover not having obtained the consent of the House.

Mr. Loranger, seconded by Mr. Lynch, moved that the following Address, affirming the privileges and immunities of the House, be presented by Mr. Speaker to His Excellency the Lieutenant-Governor of the Province of Quebec, at the Bar of the Legislative Council, at the prorogation of this Legislature:

To His Excellency the Lieutenant-Governor of the Province of Quebec:

MAY IT PLEASE YOUR EXCELLENCY:

The Legislative Assembly of the Province of Quebec deem it their duty to humbly represent that the Cabinet of which the Honorable Henri Gustave Joly is the chief, was defeated three different times, at the sitting of the eighth of March instant, by majorities varying from twenty to twenty-two votes.

And they regret to state that the Constitution has been disregarded by the advisers of His Excellency to the extent that they persist in retaining power against the will of the majority of this House and of the country.

The Legislative Assembly believes it, moreover, their duty to express their regret that they have been put to the necessity of suspending the passage of the Supply Bill, until justice has been extended to the majority of this House.

The Legislative Assembly desires respectfully to represent to Your Excellency that there exists in the House a political party, possessing the confidence of the country, and having a large majority in the House; that this party is competent to administer the public business, and that the prorogation of the Legislature presently would be prejudicial to the legislation and to the interests of the country.

The Legislative Assembly desires to represent to Your Excellency that the fact of the minority having a control over public affairs is the cause of the embarrassment under which the Province labors through the suspension of the Supply Bill; and that a prompt solution of the difficulty may be arrived at by acting in conformity with the Constitution.

The Legislative Assembly desires also to represent to Your Excellency, that inasmuch as there exists in the House a political party strong enough to command a large majority, there is no necessity for a dissolution of the Legislature, a step which will cause considerable and useless expense to the Province, and seriously threaten the peace and tranquility of the people of this Province.

And your Petitioners will ever pray.

And objection having been taken that the said motion is contrary to the Constitution and should be considered out of order.

Mr. Speaker ruled :

“That the point of order was raised and decided yesterday.”

And appeal having been made from Mr. Speaker's decision.

The question was put and carried in the affirmative on the following division :—

In favor of Mr. Speaker's decision.

MM. Alley, Angers, Baker, Champagne, Chapleau, Charlebois, Deschenes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde (Nicolet), Kennedy, Lacerte, Lalonde, Laroche, Lavallée, LeCavalier, Lorange, Lynch, Martin, Mathieu, McGauvran, Picard, Sawyer, St. Cyr, Taillon, Tarte, Thornton and Wurtele.—33.

Against Mr. Speaker's decision.

MM. DeBeaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Molleur, Pâquet, Prefontaine, Rinfret dit Moulin, Shehyn, Sylvestre, and Watts.—1

A Message was received from His Excellency the Lieutenant-Governor, b Samuel Staunton Hatt, Esquire, Gentleman Usher of the Black Rod, desiring the attendance of the House in the Legislative Council Chamber.

Accordingly Mr. Speaker, with the Members present went to the Legislative Council Chamber, when His Excellency the Lieutenant-Governor was pleased, in Her Majesty's name, to give the Royal assent to the following Bills, namely :—

An Act to enable the Minister and Trustees of St. Andrew's Church, Montreal, to borrow money and hypothecate the property of said Church.

An Act to declare valid certain sales of moveables belonging to successions.

An Act to further amend the Act respecting Agriculture and Public Works, (32 Vict., cap 15), and the Acts amending the same.

An Act to amend the Act 40 Vict., ch. 23, amending the law respecting Public Instruction as respects the City of Sherbrooke.

An Act to amend the “Act respecting the incorporation of Joint Stock Companies,” (31 Vic., Cap. 25.)

An Act respecting the notification for and the attendance at the removal of seals and inventories.

An Act respecting the proof of Heirship.

An Act to provide for the issue of the Writ of injunction in certain cases, and to regulate the procedure in relation thereto.

An Act to amend article 997 of the Code of Civil Procedure, relating to suits against certain corporations.

An Act to authorize the Board of Notaries to admit Louis Thomas Laroche, to the practice of the Notarial Profession.

An Act to annex to the municipality of the Village of Ste. Rose, certain lands situated in the municipality of the Parish of Ste. Rose, in the County of Laval, for all municipal and school purposes.

An Act to authorize the Bar of the Province of Quebec to admit Michael J. F. Quinn to the practice of the profession of advocate.

An Act to amend the Act 32 Vic., cap. 89, intituled: “An Act to incorporate the Protestant Institution for Deaf Mutes and for the Blind.”

An Act to incorporate the St. Lawrence, Lower Laurentien and Saguenay Railway Company.

An Act to incorporate the Society of “Union St. Joseph, de Notre Dame de Beauport.”

An Act to amend chap. 51 of 37 Victoria, Province of Quebec, intituled: “An Act to revise and consolidate the charter of the City of Montreal, and the various acts which amend the same, in so far as concerns certain property adjoining the Mount Royal Park.”

- An Act to incorporate the Society called "L'Union St. Joseph de Lachine."
- An Act to incorporate the Montreal Island Railway Company.
- An Act to incorporate "l'Œuvre de Saint Joseph de la Délivrance."
- An Act to authorize the sale of immovable property substituted by the late Jean Baptiste Quesnel.
- An Act to incorporate the "Cercle Saint Louis" of Three Rivers.
- An Act to incorporate "The Quebec Young Men's Christian Association."
- An Act to amend the Act respecting the Methodist Church of Canada (38 Vic. chap. 60.)
- An Act to incorporate "Le Cercle Catholique de Quebec."
- An Act to amend the Act incorporating the City Passenger Railway Company of Montreal, and to cancel the unpaid stock thereof.
- An Act to change the name of the Montreal Infant's School Association to that of "The Boys Home of Montreal," and for other purposes.
- An Act to authorize the Ministers of the Church calling themselves "The Reformed Episcopal Church of Canada," in the Province of Quebec, to keep registers of baptisms, marriages and burials.
- An Act to authorize the Adams Tobacco Company to borrow money.
- An Act to incorporate "The Beet Sugar Company of the Province of Quebec."
- An Act to incorporate "L'Union St. Jean Baptiste du Village de Buckingham," in the Parish of St. Grégoire de Nazianze.
- An Act to amend the Act of incorporation of the City of Three Rivers. 38 Vic., chap. 76.
- An Act to define and regulate the limits of certain municipalities and parishes in the Counties of Nicolet, Arthabaska and Drummond, and to include in the County of Nicolet, the portions of these municipalities and parishes not now included therein.
- An Act to incorporate the Orford Nickle and Copper Company.
- An Act to legalize certain preliminaries in the incorporation of the "Mutual Fire Insurance Company of the Counties of Shefford and Brome," and to change the name of the said Company.
- An Act to amend article 873 of the Code of Civil Procedure.
- An Act to amend certain articles of the Municipal Code of the Province of Quebec.
- An Act to authorize the executor of the wills of the late William Petry, the elder, and William Petry, the younger, and the curator to the substitution created thereunder, to change certain investments now made.
- An Act to amend the Act 31 Vic., chap. 41, incorporating the "Montreal Building Association," by changing the name and extending the powers thereof.
- An Act to incorporate "The Chapter of the Cathedral of St. Hyacinthe."
- An Act to incorporate "The Sherbrooke Nickle and Phosphate Mining Company."
- An Act to amend "The Act incorporating the Trustees of the American Presbyterian Society of Montreal."
- An Act to incorporate the municipality of the *Village de St. Louis de Mile End.*
- An Act to amend the Acts relating to the Mutual Assurance Associations of the Fabriques of the Dioceses of Quebec and Three Rivers, and of the Dioceses of Montreal and St. Hyacinthe.
- An Act to incorporate the municipality of the Parish of Côte St. Paul.
- An Act to amend the Act respecting Commissioner's Courts for the summary trial of small causes.
- An Act to amend chapter 70 of the Consolidated Statutes for Lower Canada, intituled: "An Act respecting Joint Stock Companies for the construction of roads and certain other works."
- An Act respecting the sale of lands for the working of mines of phosphate of lime, amending the Act 32 Vic., chap. 11.

An Act to amend the Act of the late Province of Canada, 12 Vic., chap. 137, incorporating "La Communauté des Sœurs de Ste. Croix," in the Parish of St. Laurent, in the District of Montreal, for Educational purposes.

An Act to amend the Act 40 Vic., chap. 26, relating to the Profession of Medicine and Surgery, in the Province of Quebec.

An Act to amend and consolidate the Quebec Licence Act and its amendments.

An Act to provide for the giving notice of sheriff's sales to hypothecary creditors.

An Act to authorize the V. Hudon Cotton Mills Company, Hochelaga, to appoint Trustees to insure its property, for the protection of the holders of the debentures of the said Company, and for other purposes.

An Act respecting the Registers of Civil Status.

An Act to further amend the laws respecting Public Instruction in this Province.

An Act to amend the Act of this Province, 32 Vic., chap. 51, respecting railways.

An Act to amend chapter 69 of the Consolidated Statutes of Lower Canada, respecting building societies in the Province of Quebec.

An Act respecting the Consolidated Railway Fund of this Province (40 Vic., chap. 2.)

An Act to amend Sub-section 31 of Section one, of chapter 75 of the Consolidated Statutes for Lower Canada.

An Act respecting the indemnity to petty jurors in criminal cases.

An Act to further amend the law respecting subsidies in money made to certain railway companies.

An Act to amend the Act 20 Vic., chap. 125, respecting the Quebec North Shore Turnpike Roads.

After which His Excellency the Lieutenant-Governor was pleased to reserve the following Bill for the signification of His Excellency the Governor General's pleasure thereon ;

An Act respecting the Quebec, Montreal, Ottawa, and Occidental Railway.

After which His Excellency the Lieutenant-Governor was pleased to close the Third Session, the Third Parliament of the Province of Quebec, with the following speech :

Honorable Gentlemen of the Legislative Council :

Gentlemen of the Legislative Assembly :

Being desirous of ascertaining, in a constitutional manner, the feelings of the people of this Province, regarding the present state of Public Affairs, and the Ministerial changes which have just taken place, I have determined upon proroguing the Legislature of this Province, with a view to its dissolution at an early date.

I sincerely entertain the hope that the electors of this Province will, in the choice of their representatives, exhibit as much judgment as patriotism in order to assure peace, prosperity and happiness to the people of this Province.

The Provincial Legislature was then prorogued to Thursday the eleventh day of April next.

LOUIS BEAUBIEN,

Speaker.

No. 40.

Exhibit No. 4.

VOTES AND PROCEEDINGS

OF THE

LEGISLATIVE ASSEMBLY

OF THE PROVINCE OF QUEBEC.

—

 QUEBEC, THURSDAY, 7TH MARCH, 1878.

—

The Honorable Mr. Angers, seconded by Honorable Mr. Church, moved that the House do now adjourn and that it do stand adjourned until 3 o'clock to-morrow afternoon.

Mr. Lynch, seconded by Mr. Loranger, moved in amendment, that this House do not now adjourn but that it be

Resolved,—That this House desires to reiterate its expression of loyalty and attachment to Her Majesty, Queen Victoria, and its perfect submission to the Constitution.

That this House renews the declaration of its confidence in the DeBoucherville Administration, so often and decidedly expressed during the present Session.

That this House desires firmly and emphatically to declare that it has not and cannot have confidence in any Administration which may be substituted for the one dismissed,—inasmuch as such dismissal occurred whilst the DeBoucherville Administration enjoyed the entire confidence of the large majority of the representatives of the people, in Provincial Legislature assembled; unless such Administration to be appointed be a strong and efficient one, chosen from the party represented by the majority of this House.

That the foregoing resolutions be referred to a Select Committee composed of Messrs. Wurtele, Taillon, Tarte, the mover and the seconder, to prepare and report the draft of an Address to His Excellency the Lieutenant-Governor in conformity with the said resolutions.

And objection having been taken that this motion was not in order, inasmuch as allusion is made to the dismissal of the Members of the Government, and that there are no documents relating to that subject before the House;

And another objection having also been taken that the main motion was not in order, as two days' notice was not given;

Mr. Speaker ruled:

On the first objection: "That the matter is before the House; that it was brought up in the House on the fourth March instant, by the Honorable Member for Montmorency;"

And, on the second objection, "That a motion to adjourn is always in order."

And a further objection having been taken that the motion in amendment was out of order, inasmuch as no motion in amendment can be made to a motion to adjourn the House;

Mr. Speaker ruled:

"That the motion can be made, as we may find similar precedents in the journals of the House of Commons."

And further objection having been taken that the motion in amendment has no reference to the main motion;

Mr. Speaker ruled:

"That he had already given his decision on that objection."

And the motion in amendment having been put, it was agreed to on the following division:

YEAS.

MM. Alleyn, Angers, Baker, Champagne, Chapleau, Charlebois, Church, Deschenes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde (Nicolet), Kennedy, Lacerte, Lalonde, Larochelle, Lavallée, Le Cavalier, Loranger, Lynch, Martin, Mathieu, McGauvran, Peltier, Picard, Sawyer, St. Cyr, Taillon, Tarte, Turcotte and Wurtele.—35.

NAYS.

MM. Bachand, Cameron, Chauveau, DeBeaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Marchand, Mollieur, Pâquet, Prefontaine, Rinfret dit Malouin, Shehyn, Sylvestre and Watts.—16.

The question on the main motion, as amended, was then put and carried on the same division.

And objection being taken that this Committee has been named during the sitting of the House, and not having adjourned to allow the Committee to meet, the Committee cannot report;

Mr. Speaker ruled :

“ That inasmuch as Committees appointed to draft Addresses in answer to Speeches from the Throne are accustomed to report at once, without suspending the proceedings of the House by adjourning, therefore, the same proceeding can be allowed in this instance.”

And appeal having been made from Mr. Speaker's decision,

The question was put and the decision maintained on the following division.

In favor of Mr. Speaker's decision.

MM. Alleyn, Angers, Baker, Champagne, Chapleau, Charlebois, Church, Deschenes, Dulac, Dupont, Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde (Nicolet), Lacerte, Lalonde, Larochelle, Lavalée, Le Cavalier, Loranger, Lynch, Martin, Mathieu, McGauvran, Peltier, Picard, Sawyer, St. Cyr, Taillon, Tarte and Wurtele.—32.

Against Mr. Speaker's decision.

MM. Bachand, Cameron, Chauveau, DeBeaujeu, Fortin (Montmagny), Kennedy, Laberge, Lafontaine, Laframboise, Marchand, Mollieur, Pâquet, Prefontaine, Rinfret dit Malouin, Shehyn, Sylvestre, Turcotte and Watts.—18.

Mr. Lynch then reported the draft of an Address to His Excellency the Lieutenant-Governor, and the same being read a second time, on a division, was agreed to, and is as followeth :—

“ *To His Excellency the Honorable Luc Letellier de St. Just, Lieutenant-Governor of the Province of Quebec.*

“ MAY IT PLEASE YOUR EXCELLENCY :

“ We, Her Majesty's dutiful and loyal subjects, the Legislative Assembly of Quebec, in Provincial Legislature assembled, ‘ desire to reiterate the expression of our loyalty and attachment to Her Majesty Queen Victoria, ’ and our perfect submission to the Constitution.

“ We renew the declaration of our confidence in the DeBoucherville Administration, so often and decidedly expressed during the present session.

“ We desire firmly and emphatically to declare that we have not and can not have confidence in any Administration which may be substituted for the one dismissed, inasmuch as such dismissal occurred whilst the DeBoucherville Administration enjoyed the entire confidence of the large majority of the representatives of the

people, in Provincial Legislature assembled, unless such Administration to be appointed be a strong and efficient one, chosen from the party represented by the majority in this House."

On motion of Mr. Lynch, seconded by Mr. Loranger, it was, on a division *Ordered*,—That the said Address be engrossed and that it be presented to His Excellency the Lieutenant-Governor by the Honorable the Speaker of this House. And the House then adjourned.

LOUIS BEAUBIEN,

Speaker.

Exhibit No. 5.

MESSAGE

FROM

HIS EXCELLENCY THE GOVERNOR GENERAL

DUFFERIN.

The Governor General transmits to the Senate and House of Commons an Address from the Legislative Council of the Province of Quebec to the Senate and House of Commons; Also, an Address from the Legislative Assembly of the Province of Quebec to the Senate and House of Commons—on the subject of recent Ministerial changes in that Province.

GOVERNMENT HOUSE,

OTTAWA, 22nd March, 1878.

LEGISLATIVE ASSEMBLY,

Friday, 8th March, 1878.

Resolved, That the following Address be presented to His Excellency the Governor General of the Dominion of Canada, to the Senate and Commons of Canada, and to His Excellency the Lieutenant Governor of the Province of Quebec.

Attest,

E. SIMARD,

D. C. L. A.

LEGISLATIVE ASSEMBLY,
Friday, 8th March, 1878.

Resolved, That the said Address be engrossed and signed by Mr. Speaker, and that it be transmitted to His Excellency the Lieutenant-Governor of the Province of Quebec, with prayer that he transmit the same to His Excellency the Governor General of Canada, and that the said Address be also transmitted to the Senate and House of Commons of Canada.

Attest,

E. SIMARD,
D. C. L. A.

To the Honorable the Members of the Senate and of the House of Commons of the Dominion of Canada, in Parliament Assembled.

The humble Address of the Legislative Assembly of the Province of Quebec, respectfully sheweth:—

That it appears from the explanations given by the Honorable M. Angers, and from the official correspondence communicated to this House, that His Excellency the Lieutenant-Governor acknowledges that the Members of the DeBoucherville Cabinet have acted in good faith in the discharge of their duties;

That His Excellency has allowed the measures submitted by his Government to this House, and to the Legislative Council, to be discussed and voted upon without order on his part to suspend them;

That, whilst asserting their devotion to our Gracious Sovereign, and their respect towards His Excellency the Lieutenant-Governor of this Province, this House is of opinion:

That the dismissal from office of the DeBoucherville Cabinet has taken place without reason; constitutes an eminent danger to the existence of responsible government of this Province, and is an abuse of power in contempt of the majority of this House, whose confidence they possessed, and still possess, and is a violation of the liberties and will of the people.

And your petitioners will ever pray.

LOUIS BEAUBIEN,
*Speaker of the Legislative Assembly
of the Province of Quebec.*

[L.S.]

LEGISLATIVE ASSEMBLY,
QUEBEC, 8th March, 1878,

GOVERNMENT HOUSE,
QUEBEC, 18th March, 1878.

SIR,—I have the honor to forward you an Address to the Honorable the Senate and House of Commons of Canada, voted by the Legislative Council of the Province of Quebec, on the 8th instant.

I have the honor to be, Sir,
Your most obedient servant,
L. LETELLIER.

The Hon. R. W. Scott,
Secretary of State, Ottawa.

LEGISLATIVE COUNCIL,
Friday, 8th March, 1878.

Resolved, That this Address be engrossed and signed by the Speaker of this House, and transmitted by him to His Excellency the Lieutenant-Governor of the Province of Quebec, with a request that he will transmit it to His Excellency the Governor General of the Dominion of Canada, and to the Senate and House of Commons of Canada.

Attest,

BOUCHER DEBOUCHERVILLE,
Clerk, Legislative Council.

To the Honorable the Senate and House of Commons of the Dominion of Canada.

The humble Address of the Honorable the Legislative Council of the Province of Quebec respectfully sheweth :—

That it appears from explanation given by the Honorable M. DeBoucherville, and from official correspondence communicated to this House, that His Excellency the Lieutenant-Governor acknowledges that the Members of the DeBoucherville Cabinet acted in good faith in the discharge of their duties ;

That His Excellency permitted the Bills submitted to this House, and to the Legislative Assembly, to be discussed and voted upon without any order on his part to suspend them ;

That, whilst expressing its loyalty and devotion to our Gracious Sovereign, and its respect for the Lieutenant-Governor of this Province, this House is of opinion :

That the dismissal from office of the DeBoucherville Cabinet having taken place without sufficient cause, constitutes an imminent danger to the maintenance of responsible government in this Province, is an abuse of power exercised in contempt of the majority of both Houses whose confidence they possessed, and still possess, and a violation of the rights and will of the people.

HENRY STARNES,
Speaker, Legislative Council.

LEGISLATIVE COUNCIL,
Friday, 8th March, 1878.

MESSAGE

FROM

HIS EXCELLENCY THE GOVERNOR GENERAL.

DUFFERIN.

The Governor General transmits to the Senate and House of Commons a Memorandum from His Honor the Lieutenant-Governor of the Province of Quebec, with accompanying documents, containing explanations in reference to the recent Ministerial changes in that Province.

GOVERNMENT HOUSE,

OTTAWA, 26th March, 1878.

(Translation.)

GOVERNMENT HOUSE,
QUEBEC, 19th March, 1878.

To His Excellency The Right Honorable
The Earl of Dufferin, K.P., K.C.B., G.C.M.G.,
Governor General of Canada, Ottawa.

MY LORD,—The annexed explanatory case which I now address to Your Excellency, will, I am persuaded, have the effect of showing that I have always acted towards M. DeBoucherville and his colleagues with good will, and with every desire of affording to them co-operation during their tenure of office.

What might have tended to produce unfortunate conflicts between myself and my Cabinet was almost invariably smoothed over by my friendly desire to overlook the irregularities which I have noted in the present statement of facts.

I hope, my Lord, that the difficult position which I have been compelled to occupy will be justified, not only because it is constitutional, but also because the conduct of my Cabinet endangered not only the prerogatives of the Crown, but also the most important interests of the people of this Province.

I have the honor to be, my Lord,

Your most obedient servant,

(Signed) L. LETELLIER,

Lieutenant-Governor.

(Translation.)

GOVERNMENT HOUSE,
QUEBEC, 18th March, 1878.

To the Right Honorable
The Earl of Dufferin, K.P., K.C.B.; K.C.M.G.,
Governor General of Canada, Ottawa.

in c. P., 1878

MY LORD,—I have the honor now to submit, for Your Lordship's consideration, documents and details which I could not lay before the public, but from which it would have been more clearly understood that the dismissal of M. DeBoucherville's Cabinet was forced upon me by circumstances.

These details are not contained in the correspondence which I authorized M. DeBoucherville to place before the Houses, and which are hereunto annexed.

From the day that I was, by Your Excellency, raised to the position I occupy at present, all my private relations with the members of my Cabinet, up to the time of their dismissal from office, were, I must admit, generally of an agreeable nature; but in those of an official character with the Premier, I almost invariably felt that I did not enjoy that entire confidence on his part, which is the chief element of a cordial understanding between the Representative of the Crown and his advisers.

After having studied the general state of the affairs of our Province; after having become convinced that legislative and administrative changes were becoming more and more necessary, I decided upon using with moderation, and with the greatest possible discretion, the influence attached to my position, in order to obtain the realization of that which I deemed to be of the greatest advantage to the Province.

I regret to state to Your Excellency that, although M. DeBoucherville did, on most occasions, take my advice in good part, and generally approved of it, he, nevertheless, almost always acted as though he had never received it. Nevertheless,—far from using my authority to obstruct his action in any way, I invariably treated him with great indulgence, as will appear to Your Excellency by the following facts:—

1st. During the Session of 1876, a Bill had been read three times in one of the two branches of the Legislature, and only twice in the other.

This Bill, bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted, was submitted to me by the Premier for my sanction.

In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

Not long afterwards I was informed of the irregularity, and I immediately spoke of it to the Premier. I made the observation that such an act would entail too serious consequences to allow of its being passed over.

As a favor to him, however, I passed over this instance of irregular legislation, which was then irreparable.

2nd. During the same Session another Bill was submitted to me for my sanction. On examining it, I perceived a blank which had not been filled up, which I pointed out to the Premier in the following letter:—

“ (Private.)

“ QUEBEC, 27th December, 1876.

“ MY DEAR PREMIER,—A Bill (E) which originated in the Council, was passed by the Legislative Assembly without amendment; upon reading it, before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

“ You followed the usual practice in not fixing the amount of the penalty in the Legislative Council; but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount fixed by the House, or it may have been an error in the proof sheets.

“ While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word ‘*amender*’ is in the infinitive mood. I notice this latter inaccuracy, to which I do not attach much importance, only because I discovered another in an Act in which I had to point out to you an omission which I consider fatal.

“ Yours very truly,

(Signed)

“ L. LETELLIER.”

The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was. The conciliatory spirit which I showed in granting my consent seemed to please him.

3rd. In March, 1877 (*vide* Appendix A), my advisers caused me to make an appointment of an Municipal Councillor for the south ward of the Village of Montmagny, under the pretext that there had been no election, or that if such election had taken place, it was illegal.

The whole of the circumstances connected with this case, I deem it my duty to explain to Your Excellency, on account of the important principle involved therein.

After due personal examination of the petitions and other accompanying documents relating to that election, I called on the Premier, at his own office, to beg of him not to hurry the appointment which he was asked to make of a Municipal Councillor for that locality, before receiving more ample information.

I pointed out to him that it appeared that a municipal election had taken place, and, that in such case, as a principle, the Executive Council should not interfere.

I added that from the moment that a legal, or even an illegal election had taken place, the duty of deciding it rested with the Courts in accordance with the ordinary course of law, of which they are the interpreters.

I then intimated to M. DeBoucherville that I maintained on principle that all matters cognisable by the Judiciary should be invariably left to the Courts, which, from their organization, are better fitted than the Executive to enquire into matters of fact and of evidence, and that I would never allow the substitution of the powers of the Executive for those of the Courts, when the latter had jurisdiction.

The Premier admitted that that opinion and the principles on which I based it were in conformity with his ideas, and necessary for the proper Administration of Justice. He asked me if I would consent to see M. Angers, the Attorney-General, on the subject.

I at once consented, and the Attorney-General was immediately sent for: the facts connected with that election difficulty, and my views regarding them were then communicated to him. He promised that before any appointment should be made by the Lieutenant-Governor, he would make enquiry.

Shortly afterwards he reported to me that he had made an enquiry into the facts of the case, and at his suggestion, I appointed Jules Bélanger to be Councillor.

In the beginning of March, 1877, difficulties and quarrels arose at Montmagny in consequence of that election.

After that appointment those quarrels broke forth afresh in the Municipal Council itself, from which the Councillor whom I had thus been caused to appoint was expelled with violence. That appointment I was recommended to make, notwithstanding the fact that an election had taken place; that it had been held and presided over by the Mayor, that Eugene Fournier had been returned by acclamation, that he had been sworn in according to law, and that, at the very time when the appointment of Jules Bélanger was recommended to me, the person thus elected had in fact taken his seat, had been sworn, and had sat at the said Council, as appears by the Minutes of the Council.

When I afterwards learned these facts, I communicated them to the Premier, whom I requested to prepare a revocation of the appointment which I had thus been caused to make, contrary to the principles above set forth, and the justice of which he had himself admitted.

The Premier answered that the matter was of a very delicate nature, as such a proceeding would be contrary to the recommendation of M. Angers, his Attorney-General; he concluded by saying that he would get him to prepare a report on the subject.

I received that report some days later. After having read it, I again intimated to M. DeBoucherville, that in the interests of peace, and in conformity with the principle that Executive should not be substituted for Judicial power in matters within the province of the latter, I insisted upon the revocation being made.

After waiting several days for an answer, and not having received any from the Premier, I addressed a letter to him, of which the following is a copy:—

“(Private and Confidential.)

“QUEBEC, 14th March, 1877.

“MY DEAR DEBOUCHERVILLE,—I have not received any answer on the subject of the appointment of a Councillor at Montmagny.

Those who deceived the Government in order to induce me to perform an Executive act in connection with a question which they then knew to be within the Judicial power, do not, in my opinion, deserve consideration which cannot but be injurious to the Government and myself.

The remedy is very simple—rescind the appointment—allow the parties interested to fight it out before the Courts.

Yours very truly,
(Signed)

L. LETELLIER.”

If, my Lord, I insist upon this latter point, it is to show Your Excellency that the Prime Minister was then perfectly aware of my views on that point, and should not, in consequence, have introduced, during the last Session of our Legislature, any legislative measure or performed any administrative act tending to substitute Executive for Judicial power, without notifying me, and especially without advising me on the subject.

It was easy for the Premier to understand, from my remarks and the frequent conversation which I had with him, that I could not consent to see Her Majesty's subjects despoiled of the right guaranteed to them by Magna Charta, that their property should never be interfered with, except in virtue of a judgment rendered by the tribunals of the country.

4th. On the 19th March, 1877, being on the eve of absenting myself for a few days, I wrote to the Hon. M. Chapleau, and in a postscript I said: “Please oblige me by telling the Premier that if he needs my concurrence, Mr. Gauthier may bring down to me the documents requiring my signature.”

M. DeBoucherville should have understood from that, that if I was ready to give my concurrence, it was on condition of having all documents submitted to me before signing them.

I leave you, my Lord, to judge in what manner my views were interpreted.

5th. Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville the letter of which the following is a copy:—

“(Private.)

QUEBEC, 6th Nov., 1877.

“MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published under my signature, two proclamations which I had not signed.

One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of Thanksgiving.

These proceedings, the nature of which I shall not characterize, entail, apart from their impropriety, invalidities which you will easily understand.

Yours very truly,
(Signed)

L. LETELLIER.”

The Hon. C. B. DEBOUCHERVILLE, Premier

The following are the notes which I took of the conversation which I had with M. DeBoucherville on the subject.

" M. DeBoucherville came on the same day he received the letter to tell me that he regretted that the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used, when necessary for any duty of my office, unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me; which M. DeBoucherville assured me would be the course followed in future.

(Signed) L. L."

6th. But my Lord, there is another point still more important, which I cannot any longer refrain from mentioning.

From the conversation which I have held with M. DeBoucherville, there results a fact, which, if it were known, would of itself have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

On two different occasions, some time after the Session of 1877, I pointed out to him that millions had been voted to aid railways in general, at a time when our finances did not appear to me to be in a condition to warrant, all at once, a lavish expenditure in subsidizing these numerous undertakings, particularly as, apart from that, our credit was so heavily pledged towards the building of the "Quebec, Montreal, Ottawa and Occidental Railway."

He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the members whose counties were traversed by those railways would cease to be secured to Government; that there would be no means of having a majority; that those members formed combinations—"Rings"—to control the House.

M. DeBoucherville is not unaware that I thereupon told him that it was better to save the Province than a Government, and that if his Administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well meaning men, from both sides of the House, rather than submit to the dictation of those "Rings," and to the control of those combinations.

When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those "Rings," when by his legislation he sought to favor them anew during the last Session, without having previously advised with me, had I not the right, as the Representative of my Sovereign, to believe and to be convinced that M. DeBoucherville did not possess a constitutional majority in the Legislative Assembly?

7th. In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney-General Angers, in violation of their duty, overstepped the authorization which I had given by my letter of the 4th of March last for that purpose. They added to that communication a report of pretended conversations, the correctness of which I contest, and the impropriety of which I maintain.

I shall point out, my Lord, one fact alone to prove that incorrectness and that impropriety. The Hon. Messrs. DeBoucherville and Angers, in their explanations to the two Houses, lay great stress on the telegram which M. DeBoucherville dispatched to me at Rivière Ouelle, to ask my permission to introduce resolutions concerning the finances, and on the blank signature that I sent up in answer to it.

But these gentlemen themselves had that blank signature filled up by my Private Secretary, so as to give to the telegram the meaning which I attributed to it, namely, a request for permission to introduce the supplies. The following is a copy of the Message produced with that blank signature:—

" Mr. Treasurer Church presented a Message from His Excellency the Lieutenant-Governor as follows:—

"L. LETELLIER,—

"The Lieutenant-Governor of the Province of Quebec transmits to the Legislative Assembly the Supplementary Estimates for the current year and for the fiscal year ending 30th June, 1879, which, in conformity with the provisions of the 54th Section of the British North America Act, 1867, he recommends to the Legislative Assembly.

"GOVERNMENT HOUSE,

"QUEBEC, 30th January, 1878."

My Ministers never had, by their own admission, any other authorization from me for the introduction of their Railway and Taxation resolutions than the blank signature above mentioned, in which not a word is said of them. Besides which, it will be noticed that the Railway resolutions were introduced on the 29th January, whereas the Message is dated the 30th.

It is for this reason, my Lord, that I bring to your knowledge all the facts and details which are connected with the relations which I have had with M. DeBoucherville and his colleagues.

Were the controversy with me alone, as a private individual, I would abstain from any remonstrance against the injustice of their reflections upon the conduct of the Representative of the Crown, which they have made in violation of their duty; but in this matter the maintenance of the constitution is at stake.

If, without any authority from me, proclamations have been published which I never signed, is it surprising that Messages were communicated in my name to the Houses respecting which I had never been consulted?

It is because, as the Representative of my Sovereign, I have been unjustly and shamefully dragged before the public that I make known to you, my Lord, that, in the performance of my duty as Her Representative, my object has not only been to protect the dignity of my office but to afford to the people of this Province an opportunity of knowing that, under existing circumstances, the exercise of the Royal Prerogative has not been hostile to their constitutional liberties; but that, on the contrary, it has afforded them the means of freely exercising their judgment.

There results, my Lord, from what I have now stated:—

1st. That in general the recommendations which I made to my Cabinet did not receive the consideration which is due to the Representative of the Crown.

2nd. That my name has been used by the members of the Government in the signature of documents which I had never seen.

3rd. That a proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto.

4th. That a like Proclamation fixing a day of Thanksgiving was also published under similar circumstances.

5th. That, although I had intimated to the Premier by my advice, and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the arbitrary decisions of the Executive in matters within the jurisdiction of the courts of justice, he thought proper, without my participation and without advising me, to propose to both Houses, in legislating for the "Quebec, Montreal, Ottawa and Occidental Railway," to substitute the power of the Executive for that of the Judiciary.

6th. That, without having advised me, and without having received authorization of any sort whatever from me, the Government of M. DeBoucherville proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, &c., while no Message from me had been asked for this object, nor signed by me to authorize its proposition to the Houses.

7th. That, after its dismissal, the Government of M. DeBoucherville again failed in its duty by assigning reasons for the adjournment of the House from day to day, different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown.

8th. That at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney-General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature, since the Premier had, by his answer to the letter of the Lieutenant Governor of the 4th March last, limited his explanations to the communication to both Houses of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and of the 2nd and 4th March, instant.

9th. That, therefore the additions and the comments made by the Premier before the Legislative Council, and by the Attorney-General before the Legislative Assembly, were contrary to the conditions agreed upon between the Lieutenant-Governor and the Premier.

10th. That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown and to what they had pledged themselves to observe with regard to it, have placed the Lieutenant-Governor under the necessity of bringing under the notice of Your Excellency all the reasons for that dismissal.

I have the honor to be, my Lord,

Your Excellency's most obedient servant,

(Signed)

L. LETELIER,

Lieutenant-Governor.

APPENDIX A.

(Translation.)

SUMMARY OF OFFICIAL RECORD.

In January, 1877, an election had taken place for the South Ward of the Village of Montmagny. That election having been declared null and void by the Court, it ordered a fresh election, and appointed Eugène Hamond to preside thereat.

On the day fixed, Eugène Hamond refusing to preside, Naz. Bernatchez, Esq., Mayor of the Municipality, the Senior Magistrate present, presided.

The meeting elected Eugène Fournier.

Eugène Hamond wrote to the Lieutenant-Governor that he had not presided at the meeting, without adding, however that there had been no election. He recommended at the same time, that Jules Bélanger be appointed.

Eugène Fournier, elected at the meeting of the 19th February, took the oath of office and took his seat on the 23rd February.

On the 3rd of March, the Attorney-General (M. Angers) recommended the appointment of Jules Bélanger, who was accordingly appointed on the 7th of the same month.

On the 10th of March, Mr. Bernatchez, Mayor of Montmagny, addressed to the Lieutenant Governor a memorial setting forth the facts, and praying that the appointment be cancelled.

On the 15th of March, the Attorney-General made a report, recommending that the appointment of Jules Bélanger be maintained.

On the 27th of March, the Lieutenant-Governor revoked that appointment, on a report of the Government.

APPENDIX B.

(Translation.)

QUEBEC, 4th March, 1878.

The Lieutenant-Governor desires that his two memoranda (of the 25th February and 1st March), addressed to the Hon. M. DeBoucherville, and the answers made to those memoranda by the Hon. M. DeBoucherville (of the 27th February and 3rd March), be not now communicated to both Houses.

That communication, authorized by the Lieutenant-Governor at the request of the Hon. M. DeBoucherville, should be made as soon as the arrangements for the formation of a new Executive Council are completed.

The Hon. M. DeBoucherville may communicate to the Houses that the adjournment from day to day is rendered necessary by the last-mentioned cause.

(Signed) L. LETELLIER.

To the Hon. C. B. DEBOUCHERVILLE,
Quebec.*(Translation.)*

QUEBEC, 4th March, 1878.

YOUR EXCELLENCY,—In conformity with your wish expressed in a letter of to-day's date, I shall withhold, until the formation of a new Executive Council, the explanations I was authorized by Your Excellency to communicate to the Houses.

I have the honor, &c.,

(Signed) C. B. DEBOUCHERVILLE.

*(Translation.)*GOVERNMENT HOUSE,
QUEBEC, 25th February, 1878.

The Lieutenant-Governor desires the Executive Council to prepare, for his consideration, a "factum" containing a copy of the following documents, viz:—

1. A copy of the Acts of the Federal Parliament authorizing the construction of the railway now known under the name of "Quebec, Montreal, Ottawa and Occidental," as well as a copy of the Acts of the Legislature of the Province of Quebec respecting the said railway.
2. A copy of the Acts of the Legislature of the Province of Quebec, respecting the building of the railway between Quebec and Montreal, which line is commonly designated by the name of "North Shore Railway."
3. A copy of the by-laws of each of the municipal corporations by which they undertook to help in constructing the said railways.
4. A statement of the amount of the bonus paid by each of those corporations, and a copy of the correspondence between the Government, its Commissioners or the contractors for the said railways, and the aforesaid municipalities, with regard to their bonus or subsidy.
5. A copy of the various contracts entered into for the building of those several roads.
6. A copy of the official or confidential reports of the Engineers who have been ordered to locate those lines of railway in whole or in part.
7. A copy of the report of the Railway Commissioners submitted to the Houses, during the present Session, with regard to the said railways.
8. A copy of the representations made to the Government by the municipal bodies so interested, or the ratepayers of those municipalities, with regard to the conditions of their bonus or subsidy.
9. A copy of the resolutions which have been proposed to the Provincial Legislature during the present Session, with regard to the aforesaid subsidies, and to facilitate the payment and collection thereof.

10. A copy of the Bill based on those resolutions which has been introduced in the Legislature of Quebec during the present Session.

11. A plan showing the several locatings of each of the said railways or of any part of them.

12. A statement of the reasons which led the Provincial Government not to be satisfied with the provisions of the statutory and public law, and of the Civil Code of this Province for the recovery of any sums of money which may be due by those corporations, but, without previously advising in any way with the Lieutenant-Governor, to propose *ex post facto* legislation, to compel them to pay.

Another very important Bill, to make provision for levying new taxes, has also been proposed to the Legislature, without having been previously submitted for the consideration of the Lieutenant-Governor.

The Lieutenant-Governor quite understands that propositions of secondary importance, and on which he has been previously officially informed, may be, as matter of routine, proposed to the Houses, without a special order from himself; but he cannot in any way permit that the Executive should make communications in his name to the Legislature, with regard to measures which are of a new and important character, without his special authorization, and without his having been previously fully informed and advised in respect thereof.

(Signed) L. LETELLIER,
Lieutenant-Governor.

(Translation.)

QUEBEC, 27th February, 1878.

To His Excellency the Lieutenant-Governor
of the Province of Quebec.

YOUR EXCELLENCY.—I have the honor to acknowledge receipt of the memorandum which your Excellency caused to be handed me yesterday afternoon by your Aide-de-Camp, who informed me at the same time that you were ill in bed.

I have submitted that memorandum to the Executive Council, and will see, as your Excellency desires, that diligence is used to cause all the documents asked for to be transmitted to you as soon as possible.

Anticipating the factum which your Excellency wishes to have, and which will contain a more detailed statement of the motives which have induced the Provincial Government to propose the measures to which you draw my attention, I deem it my duty to represent to you:

That, amongst others, the reasons which led the Government to submit to the Legislature a law compelling the municipalities to pay their subscriptions towards building the Provincial Railway, on the decision of the Lieutenant-Governor in Council, under a sworn report of a competent engineer, and after a fifteen days' notice, to give those municipalities an opportunity of being heard, are the manifestations of bad faith of certain municipalities, shown in certain cases by their neglect to respond to the calls of the Treasurer, in others by their formal refusal to pay, and in certain cases by resolutions adopted demanding new conditions, in respect to the agreements they had entered into with the Government.

The Government believed that, without such legislation, the object of which is to avoid the slowness of ordinary judicial proceedings, the result of the bad faith of the municipalities would have been either to necessitate a new loan by the Province, and therefore an unjust charge upon municipalities who had entered into no agreement, and who are to derive no immediate advantage from the construction of the road, or to put a complete stop to the works begun, with the inevitable loss of the interest on the enormous capital already invested in the enterprise, and the other damages which would result. The Government, firstly obliging itself by that law to fulfil the conditions agreed upon with those municipalities, believed that in substituting for the ordinary Courts, the Lieutenant-Governor with an Executive

Council, responsible to the Legislature and to the people, they were offering to parties interested, a tribunal which insured them as many guarantees as the ordinary Courts.

I would further bring under your Excellency's notice that provisions of a similar nature to this legislation exist already in our Statutes. I may cite to your Excellency Cap. 83 of the Consolidated Statutes of Canada, and also Cap. 47 of 36 Vict. of the Statutes of Ontario.

I respectfully submit to your Excellency that a law framed to better assure the execution of a contract cannot produce a retroactive effect; it enacts for the future, and has for its end the respective interests of both parties.

I would now beg your Excellency to observe that while you were at Rivière Ouelle, I had the honor to ask your authority to put the question of finance before the House, and that you kindly answered, stating you were forwarding through the mail a blank, which act I took at that time as a great mark of confidence on your part. I received, in fact, a blank, with your signature, and I gave it to the Treasurer, who had it filled up by your Aide-de-Camp. Later I had the honor to ask your Excellency for a general permission to submit to the House measures concerning money matters, which your Excellency gave me with your ordinary courtesy.

That permission I may say, had always been granted me by your predecessor, the lamented Mr. Caron. I must admit that with that permission and being convinced your Excellency had read the Treasurer's speech, in which he announced the taxation subsequently proposed, I considered myself authorized to tell my colleagues that I had your permission for all money measures.

I beg your Excellency to believe that I never had the intention of assuming the right of having measures passed without your approbation, and that in this case, having had occasion to confer with you with regard to the law respecting the Provincial Railway, and not having orders to suspend it, I did not think your Excellency would see in that measure any intention on my part of disregarding your prerogatives, which nobody is more disposed to respect and uphold than myself.

I have the honor, &c., &c.,

(Signed)

C. B. DEBOUCHERVILLE.

(Translation)

GOVERNMENT HOUSE,

QUEBEC, 1ST March, 1878.

To the Hon. C. B. DEBOUCHERVILLE,
Prime Minister, Quebec.

The Lieutenant-Governor, taking into consideration what the Prime Minister communicated to him verbally (27th Feb.), and taking into consideration the letter which the Premier then handed to him, is ready to admit that there was no intention on the part of the Premier to disregard the prerogatives of the Crown, and that there has been on his part only an error committed in good faith, in interpreting as he did the words of the Lieutenant-Governor in their interview of the 19th February instant, words which did not convey the sense of authorization which the Premier attached to them.

With such an interpretation, and the instructions which were in consequence given by the Premier to the Hon. Messrs. Angers and Church, those gentlemen have done nothing, knowingly, not in conformity with the duties of their office.

As to the blank which the Lieutenant-Governor sent him from Rivière Ouelle, the Lieutenant-Governor knew that that blank would be used to lay the Estimates before the House.

That act was a mark of confidence on his part, as the Premier characterises it in his letter of the 27th; but that act was confidential.

The Lieutenant-Governor deems it right to observe that, in his memorandum of the 25th Feb. inst., he in no way expressed the opinion that he believed that the

Premier ever had the intention of taking upon himself the right "of having measures passed without his approbation, or of disregarding the prerogatives of the Representative of the Crown."

But the Prime Minister cannot lose sight of the fact that although there was no intention on his part, in fact the thing exists, as the Lieutenant-Governor told him.

The fact of having proposed to the Houses several new and important measures without having previously in any way advised the Lieutenant-Governor thereof, although the intention of disregarding his prerogatives did not exist, does not the less constitute one of those false positions which places the Representative of the Crown in a critical and difficult position with regard to the two Houses of the Legislature.

The Lieutenant-Governor cannot admit that the responsibility of this state of affairs should rest with him.

With regard to the Bill intituled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway," the Premier cannot claim for that measure the asserted general authorization which he mentions in his letter, for their interview was on the 19th February, and that Bill was before the Legislature several days before that date, without the Lieutenant-Governor having been, in any way, informed of it by his advisers.

The Lieutenant-Governor expressed, at the time, to the Premier, how much he regretted that legislation; he represented to him that he considered it contrary to the principles of law and justice; notwithstanding that, the measure was carried through both Houses until adopted.

It is true that the Premier gives in his letter, as one of the reasons for acting as he did, "that this permission of using the name of the Representative of the Crown, had, besides, always been granted him by the predecessor of the present Lieutenant-Governor, the lamented Mr. Caron."

This reason cannot be one for the Lieutenant-Governor; for in so acting he would have abdicated his position as Representative of the Crown, which act neither the Lieutenant-Governor or the Premier could reconcile with the obligations of the Lieutenant-Governor towards the Crown.

The Lieutenant-Governor regrets having to state, as he told the Premier, that he has not been informed, in general, in an explicit manner, of the measures adopted by the Cabinet, although the Lieutenant-Governor had often given the Premier an opportunity to do so, especially during last year.

From time to time, since the last Session of the Legislature, the Lieutenant-Governor has drawn the attention of the Premier to several subjects regarding the interests of the Province of Quebec, among others: 1st. The enormous expenditure occasioned by very large subsidies to several railways, while the Province was burdened with the construction of the great railway from Quebec to Ottawa, which should take precedence of the others; and this, when the state of our finances obliged us to undertake loans disproportioned to our revenue.

2nd. The necessity of reducing the expenses of the civil government, and of the Legislature, instead of having recourse to new taxes, in view of avoiding financial embarrassment.

The Lieutenant Governor expressed also, but with regret, to the Premier, that the Orders passed in Council to increase the salaries of Civil Service servants, seemed to him inopportune, at a time when the Government were negotiating with the Bank of Montreal a loan of half a million, with power to increase that loan to \$1,000,000, at a rate of interest of 7 per cent.; and indeed, even to-day (1st of March) the Lieutenant-Governor is obliged to allow that an Order in Council be passed to obtain the last half million for the Government, without which the Government would be unable to meet its obligations, as I was informed by the Hon. the Provincial Treasurer to-day, by order of the Prime Minister.

The Premier did not let the Lieutenant-Governor know, then, or since, that the Government were in such a state of penury as to necessitate special legislation to increase public taxation.

Therefore the Lieutenant-Governor said and repeated these things to the Premier, and he deems it advisable to record them here, that they may serve as memoranda for himself and for the Premier.

It therefore results: 1st. That although the Lieutenant-Governor has made many recommendations, in his position as Representative of the Crown, to the Premier, on these different subjects of public interest, his advisers have undertaken a course of administrative and legislative acts, contrary to these recommendations, and without having previously advised with him.

2nd. That the Lieutenant-Governor has been placed, without evil intention, but in fact, in a false position, by being exposed to a conflict with the will of the Legislature, which he recognises as being, in all cases, supreme, so long as that will is expressed in all constitutional ways.

The Lieutenant-Governor has read and examined carefully the memorandum and documents which the Premier was kind enough to bring him yesterday.

There are, in the record, petitions from several municipal corporations and from citizens of different places, addressed to the Lieutenant-Governor, against the resolutions and the Government Bill, with regard to the "Quebec, Montreal, Ottawa and Occidental Railway."

The Lieutenant-Governor was only yesterday able to take cognizance of some of these petitions, as they had not been communicated to him before he received them in the record.

The Lieutenant-Governor, after having maturely deliberated, cannot accept the advice of the Premier with regard to the sanctioning of the Railway Bill intituled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway."

For all these causes the Lieutenant-Governor cannot conclude this memorandum without expressing to the Premier the regret he feels at being no longer able to continue to retain him in his position, contrary to the rights and privileges of the Crown.

(Signed) L. LETELLIER.

(Translation.)

QUEBEC, 2nd March, 1878.

YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of your memorandum, in which you come to the conclusion that you can no longer continue to retain me in my position as Prime Minister. There is no other duty for me to fulfil but to submit to the dismissal from office, which your Excellency has notified me of, declaring at the same time my profound respect for the rights and privileges of the Crown, and my devotion to the interests of our Province.

I have the honor, &c.,

(Signed) C. B. DEBOUCHERVILLE.

To His Excellency the Lieutenant-Governor
of the Province of Quebec.

M E S S A G E

Exhibit No. 6.

FROM

HIS EXCELLENCY THE GOVERNOR GENERAL

DUFFERIN.

The Governor General transmits to the House of Commons a letter from the Hon. C. B. DeBoucherville, having reference to recent Ministerial changes in the Province of Quebec.

GOVERNMENT HOUSE,

OTTAWA, 8th April, 1878.

OTTAWA, 3rd April, 1878.

SIR,—I have the honor to inform, through you, His Excellency the Governor General that I have this day transmitted to the Hon. the Secretary of State of Canada a letter or memorandum with annexed document, addressed to His Excellency with request that it may be put in His Excellency's hands, and that His Excellency the Governor General may be pleased to lay that letter and annexed document before both Houses of Parliament.

My letter or memorandum being an explanation of the charges brought against me and my colleagues by the Lieutenant-Governor of Quebec, I believe that it is due to me and my colleagues that our explanations may be communicated to both Houses of Parliament in the same way that the Lieutenant-Governor's memorandum was communicated to them.

I have, therefore, to respectfully reiterate my request,

(Signed) And remain, Sir, &c.,
C. B. DEBOUCHERVILLE,

M. L. C.

Hon. COL. LITTLETON, &c.,
Ottawa.

(Copy)

OTTAWA, 3rd April, 1878.

SIR,—I have the honor to transmit herewith a letter, with annexed document, addressed to His Excellency the Governor General. I have the honor to request, through you, His Excellency to be kind enough to lay the above-mentioned letter and documents before both Houses of Parliament.

I have the honor to be, Sir,

Your most obedient and humble Servant,
(Signed) C. B. DEBOUCHERVILLE,

M. L. C.

The Honorable R. W. SCOTT,
Secretary of State, Ottawa.

To His Excellency the Right Honorable the Earl of Dufferin, K.P., K.C.B., G.C.M.G.,
Governor General of Canada, Ottawa.

OTTAWA, April 2nd, 1878.

MY LORD,—The “explanatory case” addressed to Your Excellency by His Honor M. Letellier, and accompanying the documents and details which related to my recent dismissal from office, and by you transmitted to the Senate and House of Commons, containing as it does statements of facts, the accuracy of which I respectfully deny, imposes upon me the duty of submitting for your information and consideration the following:

As Your Excellency is doubtless aware, M. Angers laid upon the table of the Legislative Assembly on the 8th of March last, copies of the correspondence and explanations by him made at my request relating to the dismissal from office of the DeBoucherville Government. This correspondence and explanations, with some comments of his own, are contained in the copy of the Votes and Proceedings of that House of the 9th March, and I respectfully beg to be permitted to annex them as forming part hereof. I beg, however, to add to these explanations of M. Angers a few words upon two subjects, viz:—

1. In the memorandum which I had the honor to address to His Honor M. Letellier, under date 27th February, I said:—“Later I had the honor to ask your Excellency for a general permission to submit to the House measures concerning money matters, which your Excellency gave me with your ordinary courtesy. This permission, I may say, had always been granted me by your predecessor, the lamented M. Caron.”

I do not think that the meaning of these phrases is correctly rendered in the paragraph in His Honor's letter to me, under date the 1st March, wherein he says:—

“It is true that the Premier gives in his letter as one of the reasons for acting as he did, that this permission of using the name of the Representative of the Crown had always been granted him by the predecessor of the present Lieutenant-Governor, the lamented M. Caron.

“This reason cannot be one for the Lieutenant-Governor; for in so acting, he would have abdicated his position as Representative of the Crown, which act neither the Lieutenant-Governor nor the Premier could reconcile with the obligation of the Lieutenant-Governor to the Crown.”

It is manifest that I desired to say, and that, in fact, I did say, that the late M. Caron had given me that authority for money matters only.

My Lord, I respect too highly the memory of that virtuous and distinguished statesman, to allow any such misinterpretation of my meaning to pass unchallenged, by which I am made to intimate that the deceased M. Caron had abdicated to me his position as the Representative of the Crown. Every person who knew the late M. Caron and his high legal and constitutional attainments, will share with me my regretful surprise, that any such imputation should be cast upon his memory.

2nd. That, not having kept any memorandum of such conversations as I had with the Lieutenant-Governor, except those which took place since the 25th February last, I have no remarks to make upon the paragraph, wherein it is stated:—

“The Premier did not let the Governor know, then or since, that the Government was in such a state of penury as to necessitate special legislation to increase public taxation,” unless it be that this statement does not seem to me to accord with a preceding paragraph, wherein it is stated that the Lieutenant-Governor drew my attention “to the necessity of reducing the expenses of Government and of the Legislature, instead of having recourse to new taxes in view of avoiding financial embarrassment.”

I acknowledge that I never did inform the Governor that the Province was in a state of penury, simply because I was convinced of the contrary.

“The Lieutenant-Governor expressed also, but with regret, to the Premier, that the Orders passed in Council to increase the salaries of Civil Service servants seemed to him inopportune.”

Upon this matter I merely desire to remark that these Orders in Council were authorized by a law passed during the Session of 1876.

I propose now, my Lord, to deal with the specific allegations made against me by His Honor M. Letellier, in his explanatory case, and, for convenience sake, I take the liberty to quote from His Honor's memorandum:—

1st. "During the Session of 1876, a Bill had been read three times in one of the two branches of the Legislature, and only twice in the other.

"This Bill, bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted, was submitted to me by the Premier for my sanction.

"In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

"Not long afterwards I was informed of the irregularity, and I immediately spoke of it to the Premier. I made the observation that such an Act would entail too serious consequences to allow of its being passed over.

"As a favor to him, however, I passed over this instance of irregular legislation, which was then irreparable."

In relation to this the facts will furnish a sufficient answer. The Act in question was a Bill entitled: "An Act to authorize the formation of Societies for the improvement of country roads, and for the destruction of noxious weeds in the Province of Quebec." It was introduced in the Legislative Council, duly passed that House, and was sent down to the Legislative Assembly for its concurrence.

Apparently in the hurry of the last hours of the Session, after it had been read twice, the Clerk, by mistake, certified it as passed without amendment, and it was thus sent back to the Legislative Council. His Honor came down on the following day to prorogue the Legislature, and his assent was given to this Bill along with others. The error was immediately discovered by the Attorney-General, who made a report for transmission to Ottawa stating the error, and suggesting that the Act should be disallowed. The Hon. Mr. Blake, then Minister of Justice, reported in reply that this was unnecessary, that the Act, not having received all its stages, was but blank paper, and as a consequence it was not printed in the Statutes. In view of this fact, it is difficult to understand the statement of His Honor the Lieutenant-Governor that, "as a favor" to me, he "passed over this instance of irregular legislation, which was then irreparable."

2nd. "During the same Session another Bill was submitted to me for my sanction. On examining it I perceived a blank which had not been filled up, which I pointed out to the Premier in the following letter:—

"(Private.)

"QUEBEC, 27th December, 1876.

"MY DEAR PREMIER,—A Bill (E) which originated in the Council, was passed by the Legislative Assembly without amendment; upon reading it before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

"You followed the usual practice in not fixing the amount of the penalty in the Legislative Council, but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount fixed by the House, or it may have been an error in the proof-sheets.

"While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word 'amender' is in the infinite mood. I notice this latter inaccuracy, to which I do not attach much importance, only because I discovered another in an Act in which I had to point out to you an omission which I consider fatal.

"Yours very truly,

"(Signed)

L. LETELLIER.

"The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was. The conciliatory spirit which I showed in granting my consent seemed to please him."

In relation to this I have to say that the Act in question was "An Act to provide for the safety and protection of the public in theatres, edifices and public halls." As stated, it was passed first in the Legislative Council, where the blank, being the amount of the penalty, could not be inserted. By inadvertence it passed the Legislative Assembly in the same form. After its passage the omission was discovered and a short Bill was introduced to remedy it. The Act in which the omission occurred is numbered 19, and the Act supplying the omission is numbered 20, of the Statutes of 1876, and both were sanctioned by His Honor the Lieutenant-Governor at the same time.

3rd. "In March, 1877 (*vide* Appendix A), my advisers caused me to make an appointment of a Municipal Councillor for the South Ward of the Village of Montmagny, under the pretext that there had been no election, or that if such election had taken place it was illegal," &c.

As to the third complaint of His Honor, it is difficult to understand, seeing that it had no relation to the dismissal of myself and my colleagues, why it is introduced. Whether wisely or not, the Municipal Code of the Province of Quebec provides that, in a certain contingency, the Lieutenant-Governor of the Province shall appoint a Councillor. In the opinion of the Law Adviser of His Honor, upon a petition sent in from the Village of Montmagny, that contingency had arisen, and he made a report recommending an appointment. That report was approved, and the appointment made by His Honor. Subsequently other information was received, which induced His Honor to urge the revocation of the appointment, and out of deference to him, while seeing no reason to change its opinion, the Government yielded, and the appointment was cancelled.

4th. "On the 19th March, 1877, being on the eve of absenting myself for a few days, I wrote to the Hon. M. Chapeau, and in a postscript I said: 'Please oblige me by telling the Premier that if he needs my concurrence, M. Gauthier may bring down to me the documents requiring my signature.'

"M. DeBoucherville should have understood from that, that if I was ready to give him my concurrence, it was on condition of having all documents submitted to me before signing them."

"I leave you, my Lord, to judge in what manner my views were interpreted." It would seem somewhat remarkable that a statement to which His Honor appears to attach so much importance should have appeared as a postscript to what I have reason to believe was a private letter, in no sense relating to public business. I may say, however, that a reference to dates will shew that the documents referred to had relation to the Montmagny Councillorship, which was at the time a subject of discussion, and was not intended to have, and had not any such significance as that attempted now to be attached to it.

5th. "Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville, the letter of which the following is a copy:—

"(Private.)

QUEBEC, 6th November, 1877.

"MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published over my signature two proclamations which I had not signed.

"One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of Thanksgiving.

"These proceedings, the nature of which I shall not characterize, are productive, apart from their impropriety, of nullities of which you will easily understand.

"Yours very truly,
(Signed)

L. LETELLIER."

"The Honorable C. B. DeBoucherville,
Premier.

The following are the notes which I took of the conversation which I had with M. DeBoucherville on the subject:—

"M. DeBoucherville came on the same day he received the letter, to tell me that he regretted that the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used, when necessary, for any duty of my office, unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me, which M. DeBoucherville assured me would be the course followed in future.

"(Signed) L. L."

It is a sufficient answer to this complaint, to say that the proclamation for the summoning of the Legislature for the despatch of business, was not published until the 24th November, and it could not, therefore, be that proclamation to which His Honor referred in his letter of the 6th November. The proclamation to which he refers was the mere formal one by which the meeting of the Legislature is further postponed from time to time; and I am informed that the Order in Council for the particular proclamation to which His Honor referred was signed by him, and is of record, so signed, with the proper officer.

As to the proclamation fixing a day of Thanksgiving, I have to remark that this was the result of a communication from the Premier of Canada, the Honorable Alexander Mackenzie, to the Lieutenant-Governor, and handed to me by His Honor with the request that I would carry out the suggestion. It will appear sufficiently strange under these circumstances, that I should be accused of acting without his knowledge, even if the clerical duty of obtaining his signature had been omitted. I am informed, however, that in this case also, the Order in Council, as well as the Proclamation, were signed by His Honor, and are of record, bearing his signature, in the office of the proper officer.

6th. "But, my Lord, there is another point still more important, which I cannot any longer refrain from mentioning.

"From the conversations which I have held with M. DeBoucherville, there results a fact, which, if it were known, would of itself have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

"On two occasions, sometime after the Session of 1876, I pointed out to him that millions had been voted to aid railways in general, at a time when our finances did not appear to me in a condition to warrant all at once a lavish expenditure in subsidizing these numerous undertakings, particularly as, apart from that, our credit was so heavily pledged towards the building of the Quebec, Montreal, Ottawa and Occidental Railway.

"He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the Members whose counties were traversed by those Railways, would cease to be secured to Government; that there would be no means of having a majority; that the Members formed combinations—'Rings'—to control the House.

"M. DeBoucherville is not unaware that I thereupon told him that it was better to save the Province than a government, and that if his Administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well-meaning men, from both sides of the House, rather than submit to the dictation of those 'Rings,' and to the control of those combinations.

"When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those 'Rings'; when by his legislation he sought to favor them anew during the last Session, without having previously advised with me, had I not the right, as the Representative of my Sovereign, to believe and to be convinced that M. DeBoucherville did not possess a constitutional majority in the Legislative Assembly?"

I have no desire to enter into a discussion as to the precise conversations that may have taken place between His Honor and myself, in the frequent intercourse

which we had together; but, I submit as my answer to this most serious imputation, "that I confessed to being controlled by 'Rings,'" in relation to the railway legislation while I was the leader of the Provincial Government, the following facts:—

I took office in 1874. In the Session following, a measure was introduced to increase the subsidies granted by previous legislation to a number of railways. Several amendments were moved to the resolutions, all of them looking to an increase in the grants, and for these, the Opposition, under the leadership of Mr. Joly, voted. The General Elections took place subsequent to that Session, and, whether the legislation was good or bad, it was sustained by a very large majority of the people, and is, therefore, no longer a proper subject of discussion in the connection in which His Honor introduced it. At the first Session after the elections, the Government, at the request of the Municipalities of Montreal and Quebec, assumed the task of constructing the North Shore and Northern Colonization Railways, now known as the "Quebec, Montreal, Ottawa and Occidental Railway." Great pressure was brought to bear upon the Government to increase the subsidies to the other roads at that time, but this pressure was resisted. As a matter of fact it is not true that "millions have been voted to aid railways in general," at a time when "our credit was so heavily pledged towards the building of the Quebec, Montreal, Ottawa and Occidental Railway." On the contrary, since our credit became so pledged, not one dollar has been added to the debt or liabilities of this Province on account of those "railways in general."

In the Session of 1876 a measure was introduced authorizing a portion of the subsidy on some of these railways, from the unbuilt portion, to be used on that which was under construction to enable them to be carried to particular points, which it was considered important to the public interests should be reached, and a lapsed subsidy of \$200,000 was divided among other roads of a similar class, the Bill passing the Legislature without division.

In relation to this Act, His Honor M. Letellier, in proroguing the Legislature, used these words:—"I trust that the result of your labors will be to give a new impetus to the great improvements which have been undertaken in this Province." During the last Session this process of "doubling up" of the subsidy was again adopted, but without adding to the public liability. This Act was carried through its final stages in the Legislative Council, after the change of Government, and was assented to by His Honor the Lieutenant-Governor.

7th. "In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney-General Angers, in violation of their duty, overstepped the authorization which I had given by my letter of the 4th of March last for that purpose. They added to that communication a report of pretended conversations, the correctness of which I contest, and the impropriety of which I maintain, &c."

As this relates to what occurred after the dismissal of the late Government, it can hardly be held to justify that dismissal. It is sufficient to refer to the correspondence, which shows that there was no stipulation on my part as to the precise form of explanations to be made to the House; and in view of the fact that we were a dismissed Ministry, I must claim that we had a duty, not only to ourselves, but to the majority of the representatives of the people whose confidence we enjoyed, to make the explanations as full as possible. As to the introduction, without authorization, of the Railway and Finance Bills, I conceived myself to have been fully authorized, and the explanations which I offered to His Honor on this point, and which were accepted by him, do not require to be repeated.

To sum up after the manner of His Honor:—

"1st. That in general the recommendations which I made to my Cabinet did not receive the consideration which is due to the Representative of the Crown."

As responsible Ministers, we considered it to be our duty to advise His Honor not to be bound to act upon advice from him. At the same time, as is seen in the case of the Montmagny Councillorship, we were disposed, as far as possible, to pay proper deference to his views and wishes.

"2nd. That my name has been used by the Members of the Government in the signature of documents which I had never seen."

I have simply to say that I know of no such case, unless it refers to the Proclamations mentioned in the "Explanatory case," and the answer on that point is sufficiently distinct.

"3rd. That a Proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto."

No Proclamation summoning the Legislature was so published, without the knowledge and signature of His Honor, and the Legislature was in fact not summoned for the dispatch of business for nearly three weeks after His Honor's letter of complaint on the subject.

"4th. That a like Proclamation fixing a day of Thanksgiving was also published under similar circumstances."

The Thanksgiving day was fixed at the request of His Honor himself, and the Order in Council fixing it was signed by him.

"5th and 6th. That, although I had intimated to the Premier by my advice, and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the arbitrary decisions of the Executive in matters within the jurisdiction of the Courts of Justice, he thought proper without my participation and without advising me, to propose to both Houses, in Legislation for the 'Quebec, Montreal, Ottawa and Occidental Railway,' to substitute the power of the Executive for that of the Judiciary."

"That, without having advised me, and without having received authorization of any sort whatever from me, the Government of M. DeBoucherville proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, etc., while no Message from me had been asked for this subject, nor signed by me to authorize its proposition to the Houses."

In relation to these measures I considered myself authorized by the reply of His Honor to my request for an authorization for resolutions respecting finances, and my explanations, as is seen by his letter to me, were accepted, and the Government relieved from all imputation of intentional discourtesy.

"7th. That, after its dismissal, the Government of the late M. DeBoucherville again failed in its duty by assigning reasons for the adjournment of the House from day to day different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown."

No reasons were assigned by me for the adjournment of the Legislative Council, neither the Speaker nor myself being present at any sitting of that House during the crisis, and the reasons assigned by M. Angers for the adjournment of the Legislative Assembly were in these words:—

"The Lieutenant-Governor signified his desire that the explanations respecting the dismissal from office of the Members of the Executive Council be not given this day, but only after a new Cabinet shall have been formed; " that reason being substantially that given in the letter of His Honor of the 4th March.

"8th. That at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney-General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature, since the Premier had, by his answer to the letter of the Lieutenant-Governor of the 4th March last, limited his explanations to the communication to both Houses of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and of the 2nd and 4th March instant."

My letter of the 4th March makes or accepts no such limitation, and, for the reason I have already stated, I considered myself fully justified in making the explanations that were made.

"9th. That therefore the additions and the comments made by the Premier before the Legislative Council, and by the Attorney-General before the Legislative Assembly, were contrary to the conditions agreed upon between the Lieutenant-Governor and the Premier."

As I have stated, there were no such conditions agreed upon between the Lieutenant-Governor and myself.

"10th. That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown and to what they had pledged themselves to observe with regard to it, have placed the Lieutenant-Governor under the necessity of bringing under the notice of Your Excellency all the reasons for their dismissal."

The conversations reported by me were not "pretended" but real, of which notes were taken immediately after they occurred, and which were necessary to explain fully the circumstances preceding my dismissal. If they have compelled His Honor to state "all the reasons for that dismissal," I venture the opinion that it would have been more respectful to the Legislature, whose confidence I enjoyed, had "all the reasons" been communicated to it.

The observations I have made upon these additional reasons will, I hope, serve to convince Your Excellency that they were not such as to strengthen the position of the Lieutenant-Governor.

I have the honor to be, my Lord,

Your obedient Servant,

(Signed) C. B. DEBOUCHERVILLE,

M. L. C.

No. 42.

EXTRACT FROM THE

VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY OF THE
PROVINCE OF QUEBEC.

The following letter and "copies of the correspondence and explanations relating to the dismissal from-office of the DeBoucherville Government" were laid upon the table:

QUEBEC, 8th March, 1878.

To the Honorable the Speaker of the Legislative Assembly.

SIR,—I have the honor to forward you, to be laid before the House, copy of the correspondence and explanations relating to the dismissal from office of the DeBoucherville Government, which I read and communicated to the House.

I have the honor to be, Sir,

Your obedient servant,

A. R. ANGERS,

Ex-Attorney-General,

Member for the County of Montmorency

MR. SPEAKER,—Mr. DeBoucherville had received permission from the Lieutenant Governor to give explanations respecting his dismissal from office at the sitting on Monday, the fourth March instant, between half-past one and two o'clock of the same day, he received from His Excellency a notice not to give any explanations until the new Cabinet had been formed.

This event having been announced, the late DeBoucherville Government has the right, in virtue of the permission so obtained, to give its explanations to the House and to the country.

It is my duty to announce to the House that the DeBoucherville Government did not resign. A Government, possessing the confidence of the great majority of the Representative Assembly, and of almost the whole of the Legislative Council, has no right to resign, if it has really at heart the interest of the country, and a respect for its duty. The Government was dismissed from office by the Lieutenant-Governor. The facts which preceded and followed this event are entered in a journal kept from day to day and from hour to hour, under the dictation of the ex-Premier, and the following is an exact and faithful recital thereof.

On the 26th February, 1878, at about-half past four o'clock p.m., the Premier received from the Lieutenant-Governor, through his Aide-de-Camp, the following letter:—

GOVERNMENT HOUSE,

QUEBEC, 25th February, 1878.

To the Honorable C. B. DeBoucherville,
Premier of the Province of Quebec.

The Lieutenant-Governor desires the Executive Council to prepare for his consideration a factum including a copy of the following documents:—

1. A copy of the Acts of the Dominion Parliament authorizing the construction of the railway now known under the name of the "Quebec, Montreal, Ottawa and Occidental Railway" as well as a copy of the Acts of the Legislature of Quebec, respecting the same railway;
2. A copy of the Acts of the Legislature of the Province of Quebec respecting the construction of the railway between Quebec and Montreal commonly known as the North Shore Railway;
3. A copy of the by-laws of each of the Municipal Corporations by which they agreed to assist in the construction of the said road;
4. A statement of the amount of the grant paid by each of those Corporations, and a copy of the correspondence exchanged between the Government, the Railway Commissioners or the contractors of the said road and the said Municipal Corporations, with respect to their said grant or subsidy.
5. A copy of the several contracts entered into for the construction of the said roads;
6. A copy of the official and confidential Reports of the engineers to whom was entrusted the location of these lines of railway, in whole or in part;
7. A copy of the Report of the Railway Commissioners, laid before both Houses during the present Session, respecting the said roads;
8. Copy of the representations made to the Government by the municipal corporations interested or by the ratepayers of these Municipalities, respecting the conditions of their grant or subsidy;
9. Copy of the Resolutions proposed to the Provincial Legislature, during the present Session, respecting the said subsidies and to facilitate the payment and recovery of the same;
10. Copy of the Bill, based upon the said Resolutions, which was introduced into the House, during the present Session;
11. A plan showing the locations of each of the said railways or of any portion thereof;
12. A detailed statement of the reasons which induced the Provincial Government not to content themselves with the provisions of the Statute and Common Law and with those of the Civil Code of this Province, for the recovery of the sums of money which might become due by the said Corporations, but, without having in any manner previously consulted with the Lieutenant-Governor, to propose an *ex post facto* legislation to compel them thereto.

Another very important measure, to provide for the imposition of new taxes, was also similarly proposed to the Legislature, without having been previously submitted to the Lieutenant-Governor.

The Lieutenant-Governor is perfectly aware that measures of secondary importance, which have previously been sufficiently explained to him, may be, as a matter of routine, proposed to both Houses, without an express order from himself, but he cannot allow the Executive to communicate to the Legislature, on his behalf, any important or new measures, without his special order and without his having been previously fully informed and advised thereof.

LUC LETELLIER,

Lieutenant-Governor.

The Premier prepared his answer during the night of the 26th-27th February. This answer was delivered by him, in person, to the Lieutenant-Governor, at Spencer Wood, about ten o'clock, A. M., on the 27th. It reads as follows:—

QUEBEC, 27th February, 1878.

To His Excellency

The Hon. L. Letellier de St. Just,

Lieutenant-Governor of the Province of Quebec.

MAY IT PLEASE YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of the memorandum sent me yesterday afternoon by Your Excellency, through your Aide-de-Camp, who, at the same time, informed me that you were ill in bed. I submitted this memorandum to the Executive Council, and I shall see, as Your Excellency desires, that all due diligence be used, in order that all the documents required may be transmitted to you as soon as possible.

In anticipation of the factum desired by Your Excellency, which will contain a more detailed statement of the motives which induced the Provincial Government to bring in the measures to which you draw my attention, I consider it my duty to represent that the reasons which, amongst others, caused the Government to submit to the Legislature a law obliging the municipalities to pay their subscriptions for the construction of the Provincial Railway, on the decision of the Lieutenant-Governor in Council, after a sworn report, made by a competent engineer, and after a notice of fifteen days, to give such Municipalities an opportunity of being heard,—are the ill will of certain Municipalities, shown by some in their neglect to comply with the requests of the Treasurer, by others in their formal refusal to pay, and, in certain cases, by resolutions adopted, asking new conditions respecting the agreements which they had made with the Government.

The Government was of opinion that, without such legislation, the object of which is to avoid the delays of ordinary legal proceedings, the result of the ill-will of these Municipalities would have been, either to necessitate a new loan by the Province and consequently to cause a burden to be unjustly imposed upon Municipalities which had entered into no engagements and which would derive no immediate benefit from the construction of the road, or the complete stoppage of the works already begun, together with the inevitable loss of interest on the enormous capital already laid out upon this enterprise, and the other damages resulting therefrom.

The Government, while undertaking in the first place, by the said law, to fulfil the conditions which it had agreed upon with the said Municipalities, considered that, in substituting for the ordinary courts, the Lieutenant-Governor with an Executive Council responsible to the Legislature and to the people, it offered to the parties interested a tribunal which afforded as many guarantees as the ordinary courts. I would also take the liberty of calling Your Excellency's attention to the fact that similar provisions are already in our Statutes. I would cite to Your Excellency Chapter 83 of the Consolidated Statutes of Canada, and also Chapter 47 of 36 Victoria of the Statutes of Ontario.

I humbly submit to Your Excellency that a law devised for the better securing of the execution of a contract cannot have a retroactive effect. It enacts for the future, and its objects are the respective interests of the parties.

Now, I beg Your Excellency to note that, while you were at Rivière Ouelle, I had the honour of requesting your authorization to lay the question of finances before the House, and that you were kind enough to reply that you sent me a blank form by mail, and I considered this, at the time, as a great mark of confidence on your part. I did, in effect, receive a blank form with your signature, which I handed to the Treasurer, who had it filled up by your Aide-de-Camp.

Later on, I had the honor of requesting Your Excellency's authorization generally to lay money questions before the House, and this Your Excellency granted, with your usual condensation. This permission, moreover, had invariably been accorded me by your predecessor, the late lamented Mr. Caron.

I must admit, that with this authorization, and the conviction in my mind that Your Excellency had read the Treasurer's Budget speech, in which he announced the taxes which were afterwards proposed, I considered I had a right to inform my colleagues that I had your permission for all questions respecting money.

I beg Your Excellency to believe that I never had any intention of arrogating to myself the right of having measures passed without your approval, and that, under existing circumstances, having had occasion to speak to Your Excellency in reference to the law respecting the Provincial Railway, and not having received any order to suspend it, I did not think Your Excellency would discover in this measure any intention on my part to slight your prerogatives, which no one is more disposed than I am to respect and uphold.

Yours, &c., &c,

C. B. DEBOUCHERVILLE.

After some conversation, the Lieutenant-Governor, having heard Mr. DeBoucherville's explanations, admitted that, if there had been any misunderstanding, it was in good faith on the part of the latter, in authorizing his colleagues to say that they were authorized to submit the legislation in reference to money matters. He afterwards told him, in reply to his question on the subject, that the only difficulty remaining was the question of the Quebec, Montreal, Ottawa and Occidental Railway and that he would give an answer on the following day, the 28th February.

On the 28th February, at about half-past seven in the evening, Mr. DeBoucherville went to Spencer Wood to convey to the Lieutenant-Governor the documents asked for in the letter of the 25th (which documents were prepared by the Honorable the Secretary, and were accompanied by a synopsis.) He asked him if he would soon give his answer. The Lieutenant-Governor told him that he would examine the documents and probably give it to him on the following day, the 1st March.

On leaving, Mr. DeBoucherville said: "If I understand you rightly, you are hesitating between giving your sanction to the Railway Bill and reserving it." He replied: "That is it."

On the 2nd of March, at five minutes to one in the afternoon, the Aide-de-Camp of the Lieutenant-Governor handed to Mr. DeBoucherville the letter given hereafter.

Before the Aide-de-Camp left, he was asked how His Excellency was. The Aide-de-Camp replied that he was not so well, and then asked, "When we intended closing the Session." Mr. DeBoucherville replied that he could not say, as many matters were in arrear. The following is the letter in question:—

GOVERNMENT HOUSE,

QUEBEC, 1st March, 1878.

To the Honorable C. B. DEBOUCHERVILLE,
Premier, Quebec.

The Lieutenant-Governor, taking into consideration the communication made to him verbally (on the 27th February) by the Premier, and also taking into consideration the letter which the Premier then gave to him, is prepared to admit

that there had been no intention on the part of the Premier to slight the prerogatives of the Crown, and that there was only on his part an error, committed in good faith, in the interpretation that he gave to words used by the Lieutenant-Governor, in the interview which they had on the 19th February instant, words which did not imply the authorization attributed to them by the Premier.

With this interpretation and the instructions given in consequence by the Premier to the Honorable Messrs. Angers and Church, these gentlemen did not, wittingly, do any thing against the duties of their office.

As to the blank, which the Lieutenant-Governor addressed to him from Rivière-Ouelle, the Lieutenant-Governor knew that such blank was to be used for the purpose of submitting the Estimates to the House.

This act was a token of confidence on his part, as stated by the Premier in his letter of the 27th, but it was confidential.

The Lieutenant-Governor deems it his duty to observe that, in his memorandum of the 25th of February last, he in no way expressed the opinion that he thought that the Premier ever had the intention of arrogating to himself the "right" of "having measures passed without his approval, or of slighting the prerogatives of "the representative of the Crown."

But the Premier must not lose sight of the fact that, although he had not so intended, the fact remains as he was told by the Lieutenant-Governor.

The fact of having submitted several new and important measures to the Legislature, without having previously, in any manner, consulted the Lieutenant-Governor, although without any intention of slighting his prerogatives, gives rise to one of those false positions which places the Representative of the Crown in a difficult and critical situation, with reference to both Houses of the Legislature.

The Lieutenant-Governor cannot admit that the responsibility of this state of things rests upon him.

So far as concerns the Bill intituled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway," the Premier cannot apply to the measure the pretended general authorization mentioned by him in his letter, for their interview took place on the 19th February and the Bill had then been before the House for several days, without the Lieutenant-Governor having been in any manner informed of it by his advisers.

The Lieutenant-Governor then told the Premier how much he regretted such legislation; he represented to him that he considered the principles of law and justice; notwithstanding this, the measure was pushed on until it was adopted by both Houses.

It is true that the Premier gives, in his letter, as one of his reasons for so acting, "that this permission of making use of the name of the representative of the Crown had been, moreover, always allowed to him by the predecessor of the present Lieutenant-Governor, the late lamented Mr. Caron."

This reason cannot avail with the Lieutenant-Governor, for, by so doing, he would abdicate his position as Representative of the Crown—a proceeding which neither the Lieutenant-Governor nor the Premier could reconcile with the duties of the Lieutenant-Governor towards the Crown.

The Lieutenant-Governor regrets being compelled to state, as he told the Premier, that he has generally not been explicitly informed of the measures adopted by the Cabinet; although the Lieutenant-Governor often gave occasion therefor to the Premier, especially during the course of last year.

The Lieutenant-Governor, from time to time, since the last meeting of the Legislature, drew the attention of the Premier to several matters respecting the interests of the Province of Quebec, amongst others,—

1. To the enormous expenditure, occasioned by very large subsidies to several railways when the Province was burdened with the construction of the trunk line of railway from Quebec to Ottawa, which should prevail over all others; and that at a time when our finances compelled us to raise loans disproportioned to our revenues.

2. On the necessity of reducing the expenses of the Civil Government, and those of legislation, in place of having recourse to new taxes, with a view of avoiding financial embarrassment.

The Lieutenant-Governor, although with regret, expressed to the Premier the opinion that the Orders in Council, for the increase of the salaries of Civil Service employees, seemed to him to be inopportune at a time when the Government had effected with the Bank of Montreal a loan at the rate of 7 per cent. for half a million, on condition of increasing this loan to one million; and, in fact, to day even (1st March), the Lieutenant-Governor was obliged to allow an Order in Council to be passed to secure the last half million for the Government, without which the Government would be unable to meet its obligations, as stated to him by the Honorable the Treasurer, by order of the Premier.

The Premier did not, either then or since, inform the Lieutenant-Governor that the Government were in so impecunious a position as to require special legislation to increase the public burdens.

The Lieutenant-Governor therefore stated and repeated these facts to the Premier, and now deems it his duty to record them here, in order that they may serve as a memorandum for himself and the Premier.

It results therefore,—

1. That although the Lieutenant Governor had made several representations, in his quality of Representative of the Crown, to the Premier on those various subjects of public interest, his advisers have taken administrative and legislative steps contrary to such representations, and without having previously advised him.

2. That the Lieutenant-Governor has, without evil motives, but in fact, been placed in a false position, by being exposed to a conflict with the desires of the Legislature; desires which he acknowledges to be paramount, when expressed in a constitutional manner.

The Lieutenant-Governor has attentively read and examined the memorandum and documents which the Premier was kind enough to bring him yesterday.

In the record are petitions from several Municipal Corporations and from citizens of different localities, addressed to the Lieutenant-Governor, against the resolutions and the Government Bill respecting the Quebec, Montreal, Ottawa and Occidental Railway.

The Lieutenant-Governor was only yesterday in a position to take communication of some of these positions, inasmuch as they had not been transmitted to him, before the Record.

The Lieutenant-Governor, after mature deliberation, cannot accept the advice of the Premier in reference to the sanction to be given to the Railway Bill, intituled: "An Act relating to the Quebec, Montreal, Ottawa and Occidental Railway."

For all those reasons therefore, the Lieutenant-Governor cannot conclude this memorandum without expressing to the Premier the regret which he feels in being no longer able to retain him in his position, contrary to the rights and prerogatives of the Crown.

L LETELLIER,

Lieutenant-Governor.

On the 2nd March, about two o'clock, p.m., Mr. DeBoucherville went to Spencer Wood. When he arrived he was admitted to the presence of the Lieutenant-Governor, and told him "that according to the memorandum received from him that day, he understood that he was dismissed from the office of Premier."

The Lieutenant-Governor told him he was to take his own interpretation from the letter. Upon this Mr. DeBoucherville handed him the letter, which will be found further on, as being his answer.

The Lieutenant-Governor, without opening before him, made some remarks on the difficulty on which the legislation had placed him.

Mr. DeBoucherville replied that in his present position he thought he had no opinion to express on the subject. He then bowed himself out. When he had proceeded a short distance from the House he caused the vehicle to return, having forgotten to ask permission from the Lieutenant-Governor to give explanations to the House. After having been a second time admitted to the presence of the Lieutenant-Governor, he asked permission to give explanations and to make known the memorandum of the Lieutenant-Governor and his replies thereto.

The Lieutenant-Governor told him he had no objection, and asked him as to the person he should send for. Mr. DeBoucherville replied that he looked upon himself—having been dismissed—as being in a different position from a Minister who, although defeated in the House, still retained the confidence of the Sovereign; that he had had a majority of twenty-five in one of the late votes; that, under these circumstances, he did not think he could advise him in the matter. He then left him, and while in the ante-room the Lieutenant Governor recalled him, and said: "Please delay the explanations until Monday."

The following is a copy of the letter which Mr. DeBoucherville handed to the Lieutenant-Governor, when the latter told him he was to take his own interpretation of his memorandum.

QUEBEC, 2nd March, 1878.

To His Excellency the Lieutenant-Governor of the Province of Quebec.

MAY IT PLEASE YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of your memorandum, in which you come to the conclusion that you cannot retain me in my position as Premier.

I have therefore no other duty to perform beyond submitting to my dismissal from office, communicated by Your Excellency, reiterating at the same time my profound respect for the rights and prerogatives of the Crown, and my devotion to the interests of our Province.

I have the honor to be,

Your Excellency's &c., &c.,

C. B. DEBOUCHERVILLE.

On the 28th January, 1878, Mr. DeBoucherville had sent to His Excellency the Lieutenant-Governor, who was then at Rivière Ouelle, the following telegraphic despatch:—

"Can you send me authorization—resolutions respecting finances."

The Lieutenant-Governor on the following day, the 20th telegraphed Mr. DeBoucherville:—

"Blank mailed to-day. If presence necessary, telegraph. Return Friday."

The resolutions respecting the North Shore Railway were submitted to the House only on the 29th January, after the telegram had been received from the Lieutenant-Governor that a form signed in blank had been mailed to Mr. DeBoucherville in reply to his despatch of the previous day, saying: "Can you send me authorization—resolutions respecting finances?"

On the 30th January, the first resolution was reported from Committee of the Whole. On the 31st it was adopted by the House. On the 1st February the House again went into Committee of the Whole and reported the other resolutions on the same subject. But it was only on the 5th that the adoption of the report of the Committee was carried, the House throwing out the motion of non-confidence on this point by 38 to 21.

On the 5th February, a Bill, based on these resolutions, was introduced; the second reading was delayed until the 18th February; the third reading took place on the 19th. During all this time, the Lieutenant Governor, to whom the Votes and Proceedings were sent daily, remained silent.

On the 19th February, Mr. DeBoucherville met the Lieutenant-Governor, and in the conversation which took place on the subject of the measure, thought he had satisfied him as to its legality and the urgency of its being passed. The Lieutenant-Governor was so far from being explicit as to his intentions, that Mr. DeBoucherville left him with the impression that he was authorized.

The Lieutenant-Governor does not contend, in his memorandum of the 1st March, 1878, that he had given orders to suspend the legislation.

Sent up to the Legislative Council, this Bill had gone through its third reading before the first letter was received from the Lieutenant-Governor, dated the 25th February last, but only delivered at 4.30 p.m., on the 26th. In fact, the Lieutenant-Governor, in his letter of the 1st March, admits that he did not, in any way, in his memorandum of the 25th February, express the opinion that he considered the Premier had intended to arrogate to himself the right of getting measures passed without his approval or of slighting the prerogatives of the Representative of the Crown.

Having ascertained that a misunderstanding existed as to the interpretation of the authorization asked by telegraphic despatch on the 28th January and answered on the 29th by a Message stating that a form signed in blank was sent, and in view of the impressions left by the conversation of the 19th February in Mr. DeBoucherville's mind, should the Lieutenant-Governor have waited to make known, for the first time, the existence of this misunderstanding until the 26th February at which date the whole of the legislation, of which he complains, had been discussed and voted in the affirmative by both Houses.

The confidence shown by the Lieutenant-Governor on the 29th January in Mr. DeBoucherville, by forwarding the form signed in blank, was calculated to justify him in interpreting the silence of the Lieutenant-Governor at least as not meaning dissent.

After these interviews of the 19th February, the silence observed until the 26th February was also of a nature to lead him to believe that he had a general authorization to submit to the House all measures which the public service required.

On the 31st of January, 26 days previous to the first memorandum of the Lieutenant-Governor, the Honorable Treasurer made his Budget Speech, in which he announced the new taxes which it would be necessary to levy to meet the obligations of the Province,—obligations contracted during several previous years, and resulting from the policy then inaugurated on railways and which have received the concurrence of several Members belonging to the party opposing the Government.

Can this speech, published *in extenso* by the press of the whole country, have escaped the notice of the Lieutenant-Governor?

On the 19th of February, the resolutions demanding those taxes, but at a lower rate than the one mentioned by the Treasurer in his speech, were presented; and on the 20th were adopted by a vote of 39 against 22.

The Lieutenant-Governor, in his memorandum of the 1st March, complains that Mr. DeBoucherville did not let him know that the Government was in an impecunious condition requiring special legislation to increase the public taxes.

The Premier would have formed an erroneous idea of the situation, if he had so qualified the temporary embarrassment, caused by the ill-will of the Municipalities which had subscribed for the construction of the Provincial Railway, in neglecting to faithfully fulfil their obligations. He would have formed an erroneous idea of the situation, in presence of the results obtained, so far without any burden having been imposed in order to obtain them.

On the 22nd February, notice was given of resolutions respecting railways in the Eastern Townships and on the South Shore of the St. Lawrence.

On the 23rd of the same month the resolutions were introduced and subsequently adopted by a vote of 41 to 16. These resolutions do not in any way increase the actual debt of the Province.

The Lieutenant-Governor said in the same memorandum, "That the construction of the railway from Quebec to Ottawa should prevail over that of other railways."

The legislation of many years past on this subject establishes no priority in favor of the Provincial Railway to the detriment of railways in the Eastern Townships and on the South Shore. The DeBoucherville Government would have contravened the law if they had adopted any other view of the matter.

In the same memorandum the Lieutenant-Governor declares: "That he cannot accept the advice of the Premier in reference to the sanction to be given to the railway Bill, intituled: 'An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway.'" This declaration is premature, the Premier never having been called upon to give his opinion as to the sanction to be given; and if he had been called upon to do so, he would, under the circumstances, have recommended that it be reserved for the decision of the Governor General, being in doubt as to the Lieutenant-Governor having the right, of his own accord *ex proprio motu*, to exercise the prerogative of veto, and thus to decide finally on the fate of a measure passed by both Houses, when the British North America Act of 1867 seems to leave such power to the Governor General.

The memorandum of His Excellency refers to petitions of several Corporations and citizens of different places, addressed to the Lieutenant-Governor against the resolutions and the measures of the Government concerning the Quebec, Montreal, Ottawa and Occidental Railway.

It is sufficient to consider that these petitions came from debtors, from whom the law intends to force payment, to arrive at the correct conclusion that the opinion of both Houses should prevail over that expressed in such petitions.

The Lieutenant-Governor, in the same memorandum, refers to acts of administration which date from before the Session and to which he has given his assent. As he alludes to matters for which the Government is responsible to both Houses, as advisers of the Crown, and as they are foreign to the question of prerogative raised by the Lieutenant-Governor, they cannot be adduced in this memorandum, as reasons for the conclusion arrived at by His Excellency, that he cannot continue to retain Mr. DeBoucherville in his position against the rights and prerogatives of the Crown; therefore, to avoid being carried away by this side issue or *hors d'œuvre*, there is no reason to question them now.

The Lieutenant-Governor further express the opinion "that the state of our finances forced us to make loans disproportionate to our resources."

The necessity of here repeating this phrase is to be regretted; but the credit of the Province requires that it should be contradicted. The mere reading of the Budget speech will suffice to reassure alarmists.

From all the above facts, from admissions contained in the last memorandum of the Lieutenant-Governor, from the transmission of the form signed in blank and sent by him in reply to a request of Mr. DeBoucherville, asking his authorization to introduce "resolutions respecting finances" and from the silence of the Lieutenant-Governor up to the 26th February last, it results that no measures have been introduced into the House in opposition to the prerogatives of the Representative of the Sovereign.

Nothing more remains now for me to do but to reiterate the declaration I made in commencing these explanations; the DeBoucherville Cabinet has not resigned. It has been dismissed from office, by the Lieutenant-Governor.

The Conservative party is no longer in power. But it is, in the House, the power—a qualified power—a majority in the opposition. The majority here, the majority in the Council, the majority in the country. The Conservative party has been dismissed from office; but it stands uncompromised, without compromise, without division—devoted to the constitution and to the welfare of the country.

A. R. ANGERS,

Ex-Attorney-General.

Member for the Electoral District of Montmorency.

Mr. Loranger, seconded by Mr. Lynch, moved that the following address, affirming the privileges and immunities of the House, be presented by Mr. Speaker to His Excellency the Lieutenant-Governor of the Province of Quebec, at the Bar of the Legislative Council, at the prorogation of the Legislature.

To His Excellency the Lieutenant-Governor of the Province of Quebec.

MAY IT PLEASE YOUR EXCELLENCY.

The Legislative Assembly of the Province of Quebec deem it their duty to humbly represent that the Cabinet of which the Honorable Henri Gustave Joly is the chief, was defeated three different times, at the sitting of the eight of March instant, by majorities varying from twenty to twenty-two votes.

And they regret to state that the constitution has been disregarded by the advisers of His Excellency to the extent that they persist in retaining power against the will of the majority of the House and of the Country.

The Legislative Assembly believes it, moreover, their duty to express their regret that they have been put to the necessity of suspending the passage of the Supply Bill until justice has been extended to the majority of this House.

The Legislative Assembly desires respectfully to represent to Your Excellency that there exists in the House a political party, possessing the confidence of the Country, and having a large majority in the House; that this party is competent to administer the public business, and that the prorogation of the Legislature presently would be prejudicial to the legislation and to the interests of the Country.

The Legislative Assembly desires to represent to Your Excellency, that the fact of the minority having a control over public affairs is the cause of the embarrassment under which the Province labors, through the suspension of the Supply Bill; and that a prompt solution of the difficulty may be arrived at by acting in conformity with the constitution.

The Legislative Assembly desires also to represent to Your Excellency, that inasmuch as there exists in the House a political party strong enough to command a large majority, there is no necessity for a dissolution of the Legislature, a step which will cause considerable and useless expense to the Province and seriously threaten the peace and tranquillity of the people of this Province.

And your Petitioners will ever pray.

And objection having been taken that the said motion is contrary to the constitution and should be considered out of order;

Mr. Speaker ruled :—"That the point of order was raised and decided yesterday."

And appeal having been made from Mr. Speaker's decision ;

The question was put and carried in the affirmative on the following division :—

In favor of Mr. Speaker's decision.

MM. Alleyn, Angers, Baker, Champagne, Chapleau, Charlebois, Deschenes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde (Nicolet), Kennedy, Lacerte, Lalonde, Larochelle, Lavallée, Le Cavalier, Loranger, Lynch, Martin, Mathieu, McGauvran, Picard, Sawyer, St. Cyr, Taillon, Tarte, Thornton, and Wurtele.—33.

Against Mr. Speaker's decision.

MM. De Beaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Mollieur, Pâquet, Préfontaine, Rinfret dit Malouin, Shehyn, Sylvestre, and Watts.—12.

Exhibit No. 7.

No. 7.

VOTES AND PROCEEDINGS

OF THE

LEGISLATIVE ASSEMBLY

OF THE PROVINCE OF QUEBEC.

QUEBEC, TUESDAY, 11th JUNE, 1878.

Mr. Bertrand, seconded by Mr. Robillard, introduced a Bill (No. 4) to amend certain articles of the Civil Code of the Province of Quebec.

Second reading to-morrow.

Mr. Desaulniers, seconded by Mr. Caron, introduced a Bill (No. 5) to amend article 775 of the Municipal Code.

Second reading to-morrow.

The order of the day for resuming the adjourned debate on the amendment moved on Thursday the 6th instant to the amendment to the motion made by Mr. Gagnon, respecting an address to His Excellency the Lieutenant-Governor, in reply to his Speech in opening the present Session, and which amendment was conceived in these terms:

"That, after the last words in the closing paragraph of the resolutions contained in the proposed motion, the following words be added."

"That this House, while expressing its firm determination to insist on the strictest economy in every branch of the public service, and on the closest supervision over the expenses of administration, regrets that the present advisers of His Excellency the Lieutenant-Governor should have persisted in remaining in power without having been supported by the majority of the Legislative Assembly upon their taking office, and without yet being supported by such majority.

Which said amendment was:

That all the words after "that" in the motion in amendment be struck out and replaced by the following words, "This House entirely approves of the policy of economy and retrenchment inaugurated by the Government and hopes that it will continue to put it energetically into practice."

And the question on the amendment to the said amendment having been put it was negatived on the following division.

YEAS.

MM. Bachand, Blais, Boutin, Brousseau, Cameron, Chauveau, Dupuis, Flynn, Fortin, Gagnon, Irvine, Joly, Laberge, Lafontaine (Shefford), Lafontaine (Napierville), Langelier (Portneuf), Langelier (Montmorency), Lovell, Marchand, McShane, Meikle, Molleur, Murphy, Nelson, Paquet, Poirier, Racicot, Rinfret dit Malouin, Ross, Shebyn, Watts.—31.

NAYS.

MM. Audet, Beaubien, Bergevin, Bertrand, Caron, Champagne, Chapleau, Charlebois, Church, Desaulniers, Daschènes, Duckett, Duhamel, Gauthier, Houde, Lalonde, Lavallée, LeCavalier, Loranger, Lynch, Magnan, Martel, Mathieu, Peltier, Picard, Robertson, Robillard, Sawyer, St. Cyr, Taillon, Tarte, Wurtele.—32.

And the question on the amendment to the main motion having been put it was carried on the following division.

YEAS.

MM. Audet, Beaubien, Bergevin, Bertrand, Caron, Champagne, Chapleau, Charlebois, Church, Church, Desaulniers, Deschênes, Duckett, Duhamel, Gauthier, Houde, Lalonde, Lavallée, LeCavalier, Loranger, Lynch, Magnan, Martel, Matnieu, Peltier, Picard, Robertson, Robillard, Sawyer, St. Cyr, Taillon, Tarte, Wurtele.—32.

NAYS.

MM. Bachand, Blais, Boutin, Brousseau, Cameron, Chauveau, Dupuis, Flynn, Fortin, Gagnon, Irvine, Joly, Laberge, Lafontaine (Shefford), Lofontaine (Napierville), Langelier (Portneuf), Langelier (Montmorency), Loveil, Marchand, McShane, Meikle, Molleur, Murphy, Nelson, Paquet, Poirier, Racicot, Rinfret dit Malouin, Ross, Shehyn, Watts.—31.

And then the main motion as amended having been put.

Mr. Watts moves in amendment seconded by Mr. Racicot.

That after the last word of the said resolutions as amended the following words be added :

That, nevertheless, under present circumstances this House believes it to be its duty to give a general independent support to the Government, in such a manner, that the measures, which it proposes, may be submitted to the judgment of this House.

Mr. Loranger, seconded by Hon. Mr. Chapleau, moved in amendment to the said amendment ;

That all the words after, " that " in the amendment be struck out, and that the following be substituted : " Moreover this house is of opinion that the principles of the constitution of responsible government require that the cabinet entrusted with the administration of public affairs be supported by the majority of the House."

And a debate arising.

Mr. Speaker, under the provisions of the Act 31 Vict. Cap. 4, of the Statutes of the Province of Quebec, called upon Mr. Rinfret dit Malouin, Member for the Electoral Division of Quebec Centre to replace him in the chair, during his temporary absence.

And the House having sat until after twelve o'clock, midnight.

Wednesday, 12th June, 1878.

After some time the Speaker resumed the Chair.

And the debate continued.

On motion of Honorable Mr. Chapleau seconded by Honorable Mr. Church, it was ordered that the debate be adjourned.

And then the House adjourned.

ARTHUR TURCOTTE,

Speaker.

Exhibit No. 8.

Friday, 14th June, 1878.

The Honorable Legislative Councillors convened were :

The Honorable *Henry Starnes*, Speaker.

The Honorable Messieurs.

Archambeault,
Beaudry,
Boucherville, de
Bryson,
Dionne,
Destaler,
Ferrier,
Gaudet,
Gingras,
Hearn,
LaBruère, de
Laviolette,

LeMaire,
Léry, de
Panet,
Proulx,
Prudhomme,
Rémillard,
Ross,
Roy,
Savage,
Webb,
Wood.

On motion of the Honorable Mr. DeBoucherville it was

Ordered, That the minutes of proceedings of the thirteenth instant, containing an error be corrected by adding to the seventh line of page 2, after the word "amendment" the following words:—

"That the seventh paragraph be struck out and replaced by the following :

"That although convinced of the serious danger to the rights and liberty of the Province of Quebec by any modification to the British North America Act, we will, however, give all our attention to the Bill which will be submitted to us to that effect.

The Order of the Day being read for the continuation of the debate on the amendment moved by the Hon. Mr. DeBoucherville, to the seventh paragraph of the resolution relative to the address in answer to the Speech of His Excellency the Lieutenant-Governor from the Throne, at the opening of the Session, the said debate was continued, and the question of concurrence being put on the said amendment, the House divided, and the names being called for were taken down as follows:—

CONTENTS :

The Honorable Messieurs

Archambeault,
Beaudry,
Boucherville, De,
Bryson,
Dionne,
Dostaler,
Ferrier,
Gaudet,
Gingras,
Hearn,
LaBruère, de

Laviolette,
LeMaire,
Léry, de
Panet,
Prudhomme,
Ross,
Roy,
Savage,
Webb,
Wood.— 21.

NON-CONTENTS :

The Honorable Messieurs

Starnes,
Proulx,

Rémillard.—3.

So it was resolved in the affirmative.

The eighth paragraph of the said resolution being again read, and the question of concurrence being put thereon, it was

Resolved, in the affirmative.

The ninth paragraph of the said resolution being again read, and the question of concurrence being put thereon,

The Hon. Mr. Beaudry, seconded by the Hon. Mr. Webb, moved

That at the end of the said ninth paragraph the following words be added :

“ But that this House desires to express anew its regret that His Excellency the Lieutenant-Governor was advised to dismiss his Ministers in March last, at the time they enjoyed the confidence of both branches of the Legislature and of the Province.

“ That this House is of opinion that in acting on this advice, dismissing his Ministers, and appointing a new Cabinet from the ranks of the minority, His Excellency, was advised to follow a course contrary to the recognized principles of responsible Government.”

After debate, the question of concurrence being put on the said amendment, the House divided, and the names being called for were taken down as follows.

CONTENTS :

The Honorables Messieurs

Beaudry,
Boucherville, de
Dostaler,
Gaudet,
Gingras,
Hearn,
La Bruère, De
Laviolette,

LeMaire,
Léry, de
Prudhomme,
Roy,
Ross,
Savage,
Webb
Wood.—16.

CONTENTS :

The Honorable Messieurs

Archambeault,
Bryson,
Proulx,

Rémillard,
Starnes.—5.

So it was, resolved in the affirmative.

The said paragraph was adopted as amended.

The tenth paragraph being again read and the question of concurrence being put thereon, it was

Resolved in the affirmative.

On motion of the Honorable Mr. Starnes, seconded by the Honorable Mr. Rémillard, it was

Ordered, That the Honorable Messrs. Proulx, Rémillard, and the mover be appointed a committee to prepare an address based on the said resolution.

The House adjourned during pleasure.

After some time the House was resumed and the Honorable Mr. Rémillard reported an address prepared by the said committee as follows:

To His Excellency the Honorable Luc Letellier de St. Just, Lieutenant-Governor of the Province of Quebec.

May it please Your Excellency, We Her Majesty's dutiful and loyal subjects the Legislative Council of Quebec, in Provincial Legislature assembled, humbly, thank your Excellency for your Gracious Speech from the Throne at the opening of this Session, and further to assure your Excellency:

“ Who sees us, with pleasure met together, for the despatch of the business of this Province, to rest assured that we will give the greatest attention to such business

"With Your Excellency, we believe our financial condition to be the most important of the subjects which we have to consider.

"With Your Excellency, we are of opinion that it behoves us to complete railways already commenced, so as to reap, with the least possible delay, the benefit of the sacrifices we have made to build them.

"To carry out these undertakings with success and to meet all our engagements, it is indispensable that expenditure should be reduced as low as is consistent with the efficient administration of the public service.

"We will carefully consider the Bill which will be submitted to us, to transfer to the Commissioner of Public Works all the powers now vested in the Railway Commissioners and to abolish the office.

"We will attentively consider the measure which will be submitted to provide for the abolition of District Magistrates' Courts.

"We although convinced of the serious danger to the rights and liberty of the Province of Quebec by any modification to the British North America Act, we will, however, give all our attention to the British North America Act which will be submitted to us to that effect.

"We look forward with interest to the communication of the judgment rendered, since last session, by Her Majesty in Her Privy Council, on the question of the arbitration between the Provinces of Quebec and Ontario.

"Your Excellency may rest assured that we will manifest, in the fulfilment of our important duties, that serious attention, that devotion to the interests confided to us, and that loyalty to our Sovereign Lady the Queen, which is to be expected from the Legislature of Quebec."

But that this House desires to express anew its regret that Your Excellency was advised to dismiss Your Ministers in March last, at the time they enjoyed the confidence of both branches of the Legislature and of the Province.

That this House is of opinion that in acting on this advice dismissing your Ministers, and appointing a new Cabinet from the ranks of the minority, your Excellency was advised to follow a course contrary to the recognized principles of responsible government.

"10. With your Excellency, we ardently pray that Heaven may bless our labours and that they may tend to the union, peace and prosperity of the inhabitants of our Province."

Which address being read by the clerk was unanimously adopted.

On motion of the Honorable Mr. Starnes, seconded by the Honorable Mr. Proulx, it was

Ordered, that the said address be engrossed and signed by the Honorable the Speaker of this House.

On motion of the Honorable Mr. Starnes, seconded by the Honorable Mr. Remillard, it was

Ordered, That the said address be presented to His Excellency the Lieutenant Governor by the Speaker of this House.

On motion of the Honorable Mr. Dionne, it was

Ordered, That when this House adjourns, it do stand adjourned to Tuesday next, at 3 o'clock in the afternoon.

Then on motion of the Honorable M. Dostaler,

The House adjourned until Tuesday next, at three o'clock in the afternoon.

Exhibit No. 9.

RETURN

To an ADDRESS from the Legislative Assembly, dated the 22nd June last, praying His Excellency the Lieutenant-Governor that he will cause to be laid before this House :

Copies of the correspondence exchanged between himself and His Excellency the Governor General of the Dominion, respecting the dismissal of the DeBoucherville Government from office.

Copies of the correspondence exchanged between His Excellency the Lieutenant-Governor and the Honorable Secretary of State or any of the members of the Privy Council of the Dominion, relating directly or indirectly to the said dismissal from office of the DeBoucherville Ministry.

A complete copy of the record in the Bernatchez, Bélanger and Fournier affair, respecting the appointment and election of a municipal councillor for the Village of Montmagny, also copy of the letter of His Excellency the Lieutenant-Governor, dated from Rivière Ouelle, ordering the cancelling of the said appointment; copies of the report of the Attorney-General on this subject, and of the cancelling of the said appointment by His Excellency; copy of the correspondence of the Honorable Provincial Secretary, on the subject, and also a copy of the letter of His Excellency, dated 19th March, 1877, addressed to the Honorable Provincial Secretary, mention whereof is made in the despatch of the Lieutenant-Governor to His Excellency the Governor-General, respecting the dismissal of the DeBoucherville Ministry; copy of the Proclamation convening this Legislature for the despatch of business, on the 19th December last; copy of the Proclamation inviting the people of this Province to observe the 22nd November last, as a Thanksgiving day; copy of all correspondence exchanged between His Excellency and the Secretary of State, the Prime Minister or any other member of the Privy Council of the Dominion concerning such Thanksgiving day.

By order,

(Signed)

F. G. MARCHAND,

Secretary.

Secretary's Office,

Quebec, 5th July 1878.

PROVINCE OF QUEBEC.

QUEBEC, 21st November, 1877.

No. 1416777.

SIR,—I have the honor to inform you that by Order in Council approved on the 20th November instant (1877) His Excellency the Lieutenant-Governor has been pleased to order that a proclamation do issue convening the Legislature of the Province of Quebec, for the nineteenth December next, for despatch of business.

I have the honor to be,

Sir,

Your obedient servant,

(Signed),

PH. J. JOLICŒUR,

Asst. Secretary.

L. H. HUOT, Esq.,

Clerk of the Crown in Chancery, Quebec.

COPY of the report of a Committee of the Honorable the Executive Council, dated 19th November, 1877, approved by the Lieutenant-Governor, on the 20th November, 1877.

No. 372.

On the calling together of the Parliament of the Province.

The Honorable the Commissioner of Agriculture and Public Works, in a memorandum dated 19th November instant, 1877, recommends that a proclamation be prepared and published, calling together the Legislature of this Province, for the despatch of business, for the nineteenth of December, eighteen hundred and seventy-seven.

The Committee concurs in this recommendation and submits to the approval of the Lieutenant-Governor.

Certified,

(Signed)

FELIX FORTIER,

Clerk Ex. Council.

To the Honorable the
Provincial Secretary, &c., &c., &c.

CANADA,
Province of Quebec. }
[L.S.]

L. LETELLIER.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland
Queen, Defender of the Faith, &c., &c., &c.

To Our Beloved and Faithful the Legislative Councillors of the Province of Quebec, and the Members elected to serve in the Legislative Assembly of Our said Province, and summoned and called to a Meeting of the Legislature of Our said Province, at Our City of Quebec, on the THIRD day of the month of DECEMBER next, to have been commenced and held—GREETING:

A PROCLAMATION.

WHEREAS the Meeting of the Legislature of the Province of Quebec, stands prorogued to the Third day of the month of December next. NEVERTHELESS for certain causes and considerations. We have thought fit to further prorogue the same to WEDNESDAY, the NINETEENTH day of the month of DECEMBER next, so that neither you nor any of you, on the said third day of December next, at Our said City of Quebec, to appear and to be held and constrained, for We do will that you and each of you and all others in this behalf interested, that on WEDNESDAY, the NINETEENTH day of the month of DECEMBER next, at our said City of Quebec, personally you be and appear for the DESPATCH OF BUSINESS, to treat, do, act and conclude upon those things which in our Legislature of the Province of Quebec, by the Common Council of Our said Province, may by the favor of God, be ordained:

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Our said Province of Quebec, to be hereunto affixed; WITNESS, Our Trusty and Well-Beloved the Honorable LUC LETELLIER DE SAINT JUST, Lieutenant-Governor of Our said Province of Quebec.

At Our Government House, in Our City of Quebec, in Our said Province, this TWENTY THIRD day of NOVEMBER, in the year of Our Lord, one thousand eight hundred and seventy-seven, and in the forty-first year of Our Reign.

By Command,

L. H. HUOT,

Clerk of the Crown in Chancery.

Copy of the Report of a Committee of the Honorable the Executive Council, dated 30th October, 1877, approved by the Lieutenant-Governor, on the 30th October, 1877.

No. 348.

The Honorable the Commissioner of Agriculture and Public Works, in a report dated 30th October instant, 1877, sets forth that Divine Providence having protected this Province from the calamities which affect other nations, and favored this country with an abundant harvest,

That it is the duty of the inhabitants of this Province to recognize by public thanksgiving that all good comes from God, and that the earth would be sterile without the assistance of His Divine Will.

The Honorable Commissioner therefore recommends that a proclamation be issued by His Excellency the Lieutenant-Governor making the twenty-second of November next a day of Thanksgiving to the Almighty to thank Him for having protected our hearths from calamity and for having blessed the labors of the people of this Province by granting to it an abundant harvest.

The Committee concurs in the above report and submits it to the approval of the Lieutenant-Governor.

Certified,

(Signed)

FELIX FORTIER,
Clerk Ex. Council.

To the Honorable the
Provincial Secretary, &c., &c., &c.

CANADA,
Province of QUEBEC. }
[L.S.] }

L. LETELLIER.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland,
QUEEN, Defender of the Faith, &c., &c., &c.

To all to whom these presents shall come or whom the same may concern—

GREETING:

A PROCLAMATION.

A. R. ANGERS, } WHEREAS the Almighty has been pleased, in His divine
Atty. Gen. } goodness, to avert from Our Province the calamities which
afflict other nations, and to bless this country with an abundant harvest; AND
WHEREAS it is the duty of the inhabitants of Our said Province to return public thanks
to Divine Providence for such a signal favor.

NOW KNOW YE, that, by and with the advice and consent of the Executive Council of Our Province of Quebec, We have fixed and appointed, and do hereby fix and appoint, THURSDAY, the TWENTY SECOND day of NOVEMBER next, as a DAY OF PUBLIC THANKSGIVING to return thanks to the Almighty for the favors which he has been pleased to grant to the inhabitants of Our said Province.

Of all which our loving subjects and all others whom these presents may concern are hereby required to take notice and to govern themselves accordingly.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent and the Great Seal of Our said Province of Quebec to be hereunto affixed: WITNESS, Our Trusty and Well Beloved the Honorable LUC LETELLIER DE SAINT-JUST, Lieutenant-Governor of the Province of Quebec.

At Our Government House, in Our City of Quebec, in Our said Province of Quebec, this THIRTIETH day of October, in the year of Our Lord, one thousand eight hundred and seventy seven, in the forty-first year of Our Reign.

By command,

PH. J. JOLICŒUR,
Assistant-Secretary.

CANADA,
Province of Quebec,
District of Montmagny. }

District Magistrate's Court for the County of Montmagny.

Ex PARTE:—Jules Belanger, guardian and proprietor of a bridge, in the village of Montmagny, in the County and District of Montmagny,

Petitioner.

Eugène Fournier, diver, of the Village of Montmagny,

Respondent.

The thirty-first day of January, eighteen hundred and seventy-seven.

Present:

JAMES OLIVA, Esquire.

The Court after having heard the parties in this cause by their respective Counsel and the declaration made in this cause by the Respondent, and filed in the record and his admissions before the Court.

Considering that on the eighth of January instant, at a meeting of the electors of the South Ward of the Village of Montmagny, held at the said place for the election of a Councillor for the said Ward, two candidates were nominated namely: Eugène Fournier and Jules Belanger.

Considering that more candidates were thus nominated than there were councillors to be elected.

Considering that the presiding officer of such meeting granted a poll on the requisition of a number of electors required by law, and commenced then and there to register the votes of the electors present in favour of two candidates.

Considering that such presiding officer, after beginning to register the votes on the said eighth day of January, without waiting that an hour should have elapsed without registering a vote, closed the said election and proclaimed the said Eugène Fournier as the councillor elected.

Considering that the closing of such election and such proclamation were illegal, premature and contrary to the express wording of the law.

The Court declares the election and proclamation of the said Eugène Fournier, illegal, annuls and cancels them, and orders that on Monday, the nineteenth day of February next, at ten of the o'clock in the forenoon, at the village of Montmagny, in the South Ward of the said Village of Montmagny, after notice given as required by law, there shall be held a meeting of the municipal electors of the South Ward of the said Municipality of Montmagny, for the purpose of then and there holding a new election to replace the said Eugène Fournier whose election is thus annulled by the present. And the Court appoints for such purpose Eugène Hamond, esquire, of the village of Montmagny, to preside over such election.

The Court considering that the said Eugène Fournier has not maintained his said election, but on the contrary has admitted and consented that it be annulled and therefore that he is not responsible for the irregularities in connection with such election, rejects that portion of the conclusions of the petition of the said petitioner in which he prays for costs against the said respondent, but without costs.

(Signed)

A. BENDER,
C. C. C. M. & C. D. M. C. M.

In the year one thousand eight hundred and seventy seven, on the nineteenth day of the month of February, at nine of the clock in the forenoon.

On the requisition of Messieurs Jules Bélanger and Magloire Langlois, both electors and ratepayers of the South Ward of the Corporation of the Village of Montmagny, and residing therein.

I, the undersigned, notary public, for the Province of Quebec, residing in the parish of St. Thomas, in the County of Montmagny.

Went for that purpose, to the residence of Captain Eugene Hamond, situate in the said Village of Montmagny, and being there and speaking to him, I did on behalf of the petitioners, say and declare as follows, to wit:—

That in virtue of a judgment rendered by James Oliva, esquire, stipendiary magistrate, in January last, and duly served on him, he had been appointed to preside over the election of a councillor, in the South Ward of the said Corporation of the Village of Montmagny, which is to take place this day, the nineteenth of February, for the purpose of electing a councillor in the place of Eugene Fournier whose election was set aside by the said judgment.

That the said election would be useless and of no effect or avail other than to give rise to lawsuits and cause considerable expense to the ratepayers of the corporation of the Village of Montmagny, for the following reasons, to wit: because no public notice was given within the delay required and provided by the Municipal Code, namely: seven clear days between the publication of the notice and the day of the election.

Wherefore we have protested and notified, as, by these presents, we do protest and notify the said Eugene Hamond, not to preside over the said election and that in default of his complying herewith, the said petitioners intend to hold him personally responsible for all costs and expenses which may be incurred and for all against which we should and may protest in such cases.

And speaking as aforesaid we left a copy of these presents with him at his domicile so that he cannot plead or pretend ignorance thereof.

Thus done and notified under number eight thousand two hundred and ten, at the domicile of the said Eugene Hamond, on the day and on the year first aforesaid, on being required so to do and after its having been read.

(Signed) F. X. GENDREAU.

ST. THOMAS, MONTMAGNY,
19th February, 1877.

SIR,—I have the honor to forward you a copy of a judgment of the Magistrate's Court for the County of Montmagny, authorizing me to preside over a public meeting which was to have been held to-day, the 19th day of February, for the purpose of electing a Councillor for the South Ward of the Municipality of Montmagny.

In accordance with the copy of the judgment which had been served on me as provided by article 361, I did not preside over such meeting because the legal notice, as required by article 362 of the Municipal Code, and in virtue of the enclosed judgment, was not given.

I also enclose herewith the protest served on me this day, the 19th of February, and I therefore recommend that Jules Bélanger, ratepayer, elector and proprietor, be appointed to fill the vacancy caused by the setting aside of the election of Mr. Eugene Fournier, as appears by the said judgment.

I have the honor to be,

Sir,

Your very humble servant,

(Signed) EUGENE HAMOND,

President

To the Honorable

LUC LETELLIER DE ST. JUST,

Lieutenant-Governor, Quebec

MONTREAL TELEGRAPH COMPANY,

QUEBEC, 7th March, 1877.

By telegraph from St. Thomas Village.

To A. R. ANGERS,

The public notice for election of councillor in question, on nineteenth February last, was posted up by the Mayor on the evening of the seventeenth February. As secretary I was not aware of it.

(Signed) J. S. VALLÉE,
Secretary-Treasurer.

PROVINCE OF QUEBEC,

QUEBEC, 9th March, 1877.

SIR,—I have the honor to inform you that His Excellency the Lieutenant-Governor has been pleased to appoint Mr. Jules Bélanger, Municipal Councillor for the South Ward of the Village of Montmagny, in the place of Mr. Eugène Fournier, whose election is set aside.

Please notify that gentleman of his appointment.

I have the honor to be, Sir,
Your obedient servant,

(Signed) PH. J. JOLICŒUR,
Assistant-Secretary.

J. S. VALLÉE, Esquire,
Secretary Treasurer.
St. Thomas Village, Co. Montmagny.

SECRETARY'S OFFICE.

QUEBEC, 27th March, 1877.

The appointment of Jules Bélanger, as Municipal Councillor for the South Ward of the village of Montmagny, is hereby revoked.

By order,

J. A. CHAPLEAU,
Secretary.

Approved 27th March 1877.

(Signed) L. LETELLIER.

PROVINCE OF QUEBEC.

QUEBEC, 27th March, 1877.

SIR,—I have the honor to inform you that His Excellency the Lieutenant Governor has thought proper, after having obtained more ample information, to revoke your appointment as Municipal Councillor for the South Ward of the Village of Montmagny.

I have the honor to be, Sir,
Your obedient servant,

(Signed) PH. J. JOLICŒUR,
Asst. Secretary.

JULES BELANGER, Esq.,
Montmagny.

CANADA, PROVINCE OF QUEBEC.

Municipality of the Village of Montmagny.

At a meeting of the municipal electors of the South Ward of the corporation of the Village of Montmagny, held on the nineteenth day of February instant, at ten o'clock in the forenoon, in accordance with a judgment rendered by the Magistrate's Court for the county of Montmagny, on the thirty-first day of January, eighteen hundred and seventy-seven, which said meeting was held in the house of the Pont Regent, situate within the limits of the aforesaid South Ward;

Eugène Hamond, esquire, the person appointed by the Court to preside over the said meeting, having refused to preside over the said meeting although called upon to do so by the electors present; The undersigned, Mayor of the said municipality of the Village of Montmagny, acting as magistrate *ex-officio*, and as such the senior magistrate present at the said meeting, presided over such meeting.

Eugène Fournier, having been proposed by Louis Dion, Hermenegilde Boulanger and other electors of the said South Ward of the Corporation of the Village of Montmagny, as councillor for the said quarter, was nominated and as no other person was proposed by the said meeting in opposition to the appointment of the said Eugène Fournier, during the space of one hour after the said motion, I proclaimed the said Eugène Fournier, as councillor duly elected for the South Ward, of the Village of Montmagny.

In faith of which I have signed these presents at Montmagny, on the 19th day of February, 1877.

(Signed) N. BERNATCHEZ,

Mayor.

Magistrate *ex-officio* presiding over the said meeting.

True copy,

(Signed) N. BERNATCHEZ,

Mayor.

MONTMAGNY, 19th March, 1877.

To the Honorable

J. A. CHAPLEAU,

Provincial Secretary, Quebec.

Sir,—I regret to learn from your letter of the 16th instant, that His Excellency the Lieutenant-Governor has been advised not to revoke the appointment of Mr. Jules Bélanger, as municipal councillor for the South Ward, in the Village of Montmagny. Article 362 of the Municipal Code says that "The omission to give this notice prevents a meeting of the municipal electors from being held," but there was no such omission since notice was given on the 17th February, as you have been informed by the ex-Secretary-Treasurer.

Article 295 says that in the case of every general election "The omission to give such public notice does not prevent the meeting of the municipal electors from being held."

The rate-payers have the same interest in either case; it was evident that it was only by inadvertence that Article 362 was not amended in the same manner as Article 295 by the 36 Vic., cap. 21, s. 7.

Article 16 says: "No objection founded upon form, or upon the omission of any formality even imperative, can be allowed to prevail in any action, suit or proceeding respecting municipal matters."

An undisputed fact exists, and that is that on the nineteenth of February, eighteen hundred and seventy-seven, a meeting of the rate-payers of the South Ward of the Village of Montmagny, was held for the purpose of electing a Municipal Councillor.

That the said meeting was held in virtue of a judgment rendered by the Magistrate's Court.

That a public notice of the said meeting was posted up at the church door, and on the house in which the poll was held for the said South Ward; and the said notice was read in a loud and intelligible voice by the undersigned, at the church door after Grand Mass, on Sunday, the eighteenth of February last, as appears by a certificate under oath filed amongst the archives of the Council.

That the presiding officer appointed by the said Court, having refused to preside over the said meeting, I was called upon to preside.

That Mr. Eugène Fournier having been nominated, and no other candidate having been proposed to oppose him, after the delay fixed by law, he was declared elected by acclamation.

That Mr. Eugène Fournier has been duly sworn in as Municipal Councillor, and has exercised and still does exercise the functions of such municipal office as appears by the copy of the *procès-verbal* of the votes and proceedings of the Municipal Council of the Village of Montmagny of the meeting held on the twenty-third February last, which I have the honor to transmit you to be laid before His Excellency with these presents.

You will observe by the copy of the said *procès-verbal* that all the members of the council were present at the said meeting, and that not one of them made any objection to Mr. Fournier taking his seat.

I am informed by distinguished lawyers that the election of Mr. Eugène Fournier, even supposing it was irregular, can only be annulled and set aside by the judgment of a competent Court; that so long as it has not been annulled by a Court of Justice, and Mr. Eugène Fournier holds his seat of Municipal Councillor, His Excellency the Lieutenant-Governor has no right to appoint another Councillor in his place.

That His Excellency the Lieutenant-Governor having appointed Mr. Bélanger to replace Mr. Eugène Fournier before the election of the latter had been set aside, the appointment made by His Excellency is altogether null.

Notwithstanding the profound respect which the Municipal Council of the village of Montmagny has for His Excellency the Lieutenant-Governor, and for all the orders issued in his name, being convinced that the appointment of Mr. Bélanger as Councillor, was made irregularly and illegally, and that to submit thereto would be to waive the rights and privileges secured to every citizen by the constitution and laws of this country, the majority of the Council opposes, and will firmly oppose, the admission of Mr. Jules Bélanger into its midst.

I have the honor to be, Sir,

Your obedient servant,

(Signed) N. BERNATCHEZ,

Mayor.

DEPARTMENT OF THE LAW OFFICERS OF THE CROWN.

QUEBEC, 15th March, 1877.

Having taken communication of the petition of N. Bernatchez, Mayor of Village of Montmagny, dated 10th of March instant, and received on the 13th of the same month, praying for the cancelling of the appointment of Jules Bélanger as Municipal Councillor for the South Ward of the said Village of Montmagny, and representing that His Excellency the Lieutenant-Governor has been deceived and led into error, and that the said appointment was made on false representations, I have the honor to report as follows:

The record on which I based my opinion when I recommended the said appointment to His Excellency, establishes that the notice required by law for the calling together of the meeting of municipal electors for the new election ordered by Court, was not given. A telegram from the secretary-treasurer of the said mu-

pality establishes that the notice of the meeting which was to be held on the nineteenth of February last, was only posted up on the evening of the seventeenth by the Mayor, N. Bernatchez.

The record also contains a protest calling upon the presiding officer appointed by the judgment not to hold the election, owing to the notice of the meeting required by law not having been given.

All these documents, with a letter from the presiding officer appointed by the judgment establishing, that he had not presided over the meeting, have been submitted to His Excellency with my report recommending the appointment of Jules Bélanger.

Article 362 of the municipal code requires that in the case of an election ordered by a judgment of the Court, a public notice be given of the holding of a meeting called together for such purpose.

By article 238 such notice must be given at least seven clear days before the day fixed for the meeting.

Article 362 says that the omission to give this notice prevents the meeting from being held.

The petitioner Mr. Bernatchez, in support of his request for the cancelling of the said appointment does not allege that the notice required by Article 362, without which the meeting could not be held, was given; he does allege only, in support of his request, the fact that, on a certain occasion (on which a meeting of electors could not even be held) he proceeded to make a pretended election.

A party cannot derive any advantage or create any presumption in his favor, from the fact that he contravened Article 362.

The pretended election held by the petitioner Bernatchez on the day on which a meeting of electors could not take place, is not only liable to be cancelled, but it is of itself completely null.

I am of opinion that the appointment made by His Excellency of Jules Bélanger, as municipal councillor for the south ward of the village of Montmagny, was legally made and should not be set aside.

(Signed) A. R. ANGERS,
Attorney-General.

PROVINCE OF QUEBEC,
Secretary's Office,
Quebec, 16th March, 1877.

SIR,—In reference to the petition forwarded by you on the 10th of this month respecting the appointment of Mr. Jules Bélanger, as Municipal Councillor for the south ward of the village of Montmagny, I have the honor to inform you that the appointment made by His Excellency the Lieutenant-Governor cannot be cancelled. It has been shewn to His Excellency that the notice required by law, for calling together the meeting of municipal electors for the purpose of holding the election ordered by the judgment of the court, was not given. A telegram from the Secretary-Treasurer of the said municipality establishes that the notice of the meeting which was fixed for the nineteenth of February last, was only posted up in the evening of the seventeenth by yourself.

There has also been produced a protest calling upon the presiding officer appointed by the judgment not to hold the election, as the notice of the meeting had not been given as required by law.

All these documents, together with a letter from the presiding officer appointed by the judgment, establishing that he had not presided over the meeting, have been submitted to His Excellency with a report recommending the appointment of Mr. Jules Bélanger.

Article 362 of the municipal code requires that in the case of an election ordered by a judgment of the Court, a public notice be given of the holding of such meeting called together for such purpose.

By Article 238 this notice must be given seven clear days before the day fixed for the meeting.

Article 362 says that the omission of such notice prevents the holding of the meeting.

In support of your demand for the cancelling of the appointment, you do not allege that the notice required by Article 362, without which the meeting could not be held, was given; but you only base your request upon the fact that (on a certain occasion when a meeting of electors could not even be held) you proceeded to hold a pretended election.

A party cannot derive any advantage or create any presumption in his favor from the fact that he has contravened Article 362.

The election held by you on the very day on which a meeting of electors could not be held is not only liable to cancellation but is of itself completely null.

Therefore His Excellency has been advised not to cancel the appointment of Mr. Bélanger.

I have the honor to be,

Sir,

Your obedient servant,

(Signed) J. A. CHAPLEAU,

Secretary.

N. BERNATCHEZ,

Mayor, Montmagny.

EXTRACT from the register of the votes and proceedings of the Municipal Council of the Village of Montmagny.

At which meeting of the twenty-third of February, one thousand eight hundred and seventy seven, were present.

Nazaire Bernatchez, mayor, Francis X. Gendreau, Joseph Michon, Godefroi Létourneau, Louis Létourneau, Albert Fiset and Engèle Fournier, esquires, forming a quorum, the mayor presiding.

Mr. Gendreau, moved, seconded by Mr. Létourneau, that a public notice be given on Sunday next, at the close of Divine Service, that tenders for placing iron on the piers of the Regent Bridge will be received from now until Monday next, according to the specification to be furnished by the Secretary-Treasurer.—Carried.

Mr. Louis Létourneau moved, seconded by Mr. Godefroi Létourneau, that it be resolved and ordered by this council, that at the first sitting of this council, Jean Stanislas Vallée, Esquire, M.P., Secretary-Treasurer of the Municipal Council of the Village of Montmagny, do give to this council a legal statement of account showing the sums received by him in his quality of Secretary-Treasurer, of the expenses, contributions and taxes still due, giving in detail the name of each ratepayer, the amount paid by him and the date of payment, and that this statement be supported by vouchers.—Carried.

Mr. Gendreau moved, seconded by Mr. Michon, that the council do adjourn until Monday next the 26th February, to receive the tenders for placing iron on the facing of the Regent Bridge.—Carried.

(Signed) N. BERNATCHEZ,

Mayor.

J. S. VALLÉE,

Secretary-Treasurer.

PROVINCE OF QUEBEC,

Municipality of the Village of Montmagny.

I, Eugène Fournier, having been duly appointed councillor for the South Ward of the Corporation of the Village of Montmagny, do swear that I shall well and faithfully fulfil the duties of my office, and that to the best of my judgment and ability. So Help me God.

(Signed) EUGÈNE FOURNIER.

Sworn to this 23rd day of the month of
February, 1877, at Montmagny, before
me the undersigned Mayor.

(Signed) NAZAIRE BERNATCHEZ,
Mayor.
J. S. VALÉE,
Secretary-Treasurer.

Certified a true and faithful copy of the register of the votes and proceedings of the Council of the Village of Montmagny.

(Signed) NAPOLÉON BELANGER,
Secretary-Treasurer.

Montmagny, 17th March, 1877.

MONTMAGNY, 10th March, 1877.

To His Excellency

The Honorable LUC LETELLIER DE ST. JUST,
Lieutenant-Governor of the Province of Quebec.

MAY IT PLEASE YOUR EXCELLENCY:

I take the liberty of respectfully informing you that on the 19th day of February last, Eugène Fournier, of the Village of Montmagny, was elected by acclamation municipal councillor for the South Ward of the said Village of Montmagny, at a meeting of the municipal electors of the said Ward, held in accordance with a judgment rendered by the Magistrate's Court for the County of Montmagny, dated the 31st January, eighteen hundred and seventy-seven, as appears by a copy of the minutes of the said meeting, which I have the honor to enclose herewith.

That the said Eugene Fournier has been duly sworn in as municipal councillor, and that he has already exercised and still exercises the duties of the said office.

The Council learns with regret that Your Excellency has been deceived and led into error, and that in consequence of false representations, Your Excellency being under the impression that the said seat was vacant, has appointed Jules Bélanger as the person to fill the place of Municipal Councillor for the said Ward.

Under the circumstances we respectfully hope, that in consideration of the facts elsewhere set forth, Your Excellency will be pleased to cancel the appointment of the said Jules Bélanger, so as to avoid the inevitable trouble to which this conflict of authority will give rise.

I have the honor to be,

Your Excellency's very humble servant,

(Signed) N. BERNATCHEZ,

Mayor.

(Translation.)

GOVERNMENT HOUSE,
QUEBEC, 19th March, 1878.

To His Excellency the Right Honorable
The Earl of DUFFERIN, K.P., K.C.B., G.C.M.G.,
Governor General of Canada,
Ottawa.

MY LORD,—The annexed explanatory case which I now address to Your Excellency, will, I am persuaded, have the effect of shewing that I have always acted towards M. DeBoucherville and his colleagues with good will, and with every desire of affording to them co-operation during their tenure of office.

What might have tended to produce unfortunate conflicts between myself and my Cabinet was almost invariably smoothed over by my friendly desire to overlook the irregularities which I have noted in the present statement of facts.

I hope, my Lord, that the difficult position which I have been compelled to occupy, will be justified, not only because it is constitutional, but also because the conduct of my Cabinet endangered not only the prerogatives of the Crown, but also the most important interests of the people of this Province.

I have the honor to be, My Lord,

Your most obedient servant,

(Signed) L. LETELLIER,
Lieut.-Governor.

(Translation.)

GOVERNMENT HOUSE,
QUEBEC, 18th March, 1878.

To the Right Honorable
The Earl of DUFFERIN, K.P., K.C.B., G.C.M.G.,
Governor General of Canada, Ottawa.

MY LORD,—I have the honor now to submit for Your Lordship's consideration documents and details which I could not lay before the public, but from which it would have been more clearly understood that the dismissal of M. DeBoucherville's Cabinet was forced upon me by circumstances.

These details are not contained in the correspondence which I authorized M. DeBoucherville to place before the Houses, and which are hereunto annexed.

From the day that I was, by Your Excellency, raised to the position I occupy at present, all my private relations with the members of my Cabinet, up to the time of their dismissal from office, were, I must admit, generally of an agreeable nature; but in those of an official character with the Premier, I almost invariably felt that I did not enjoy that entire confidence on his part, which is the chief element of a cordial understanding between the Representatives of the Crown and his advisers.

After having studied the general state of the affairs of our Province, after having become convinced that legislative and administrative changes were becoming more and more necessary, I decided upon using with moderation, and with the greatest possible discretion, the influence attached to my position, in order to obtain the realization of that which I deemed to be of the greatest advantage to the Province.

I regret to state to Your Excellency that, although M. DeBoucherville did, on most occasions, take my advice in good part and generally approved of it, he, nevertheless, almost always acted as though he had never received it. Nevertheless, far from using my authority to obstruct his action in any way, I invariably treated him with great indulgence, as will appear to Your Excellency by the following facts:—

1st. During the Session of 1876, a Bill had been read three times in one of the two branches of the Legislature, and only twice in the other.

This Bill, bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted, was submitted to me by the Premier for my sanction.

In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

Not long afterwards I was informed of the irregularity, and immediately spoke of it to the Premier; I made the observation that such an act would entail too serious consequences to allow of its being passed over.

As a favor to him, however, I passed over this instance of irregular legislation, which was then irreparable.

2nd. During the same session another Bill was submitted to me for my sanction. On examining it, I perceived a blank which had not been filled up, which I pointed out to the Premier in the following letter:—

“(Private.)

“QUEBEC, 27th Dec., 1876.

“MY DEAR PREMIER,—A Bill (E) which originated in the Council, was passed by the Legislative Assembly without amendment; upon reading it, before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

“You followed the usual practice in not fixing the amount of the penalty in the Legislative Council; but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount fixed by the House, or it may have been an error in the proof-sheets.

“While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word ‘amender’ is in the infinitive mood. I notice this latter accuracy, to which I do not attach much importance, only because I discovered another in an Act in which I had to point out to you, an omission which I consider fatal.

“Yours, very truly,

“(Signed)

L. LETELLIER.”

The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was. The conciliatory spirit which I showed in granting my consent seemed to please him.

3rd. In March, 1877, (*vide* Appendix A), my advisers caused me to make an appointment of a Municipal Councillor for the South Ward of the Village of Montmagny, under the pretext that there had been no election, or that if such election had taken place, it was illegal.

The whole of the circumstances connected with this case, I deem it my duty to explain to Your Excellency, on account of the important principle involved therein.

After due personal examination of the petitions and other accompanying documents relating to that election, I called on the Premier, at his own office, to beg of him not to hurry the appointment which he was asked to make of a Municipal Councillor for that locality, before receiving more ample information.

I pointed out to him that it appeared that a municipal election had taken place, and that in such case, as a principle, the Executive Council should not interfere.

I added that from the moment that a legal, or even an illegal election had taken place, the duty of deciding it rested with the Courts in accordance with the ordinary course of law, of which they are the interpreters.

I then intimated to Mr. DeBoucherville that I maintained, on principle that all matters cognizable by the Judiciary should be invariably left to the Courts, which from their organization, are better fitted than the Executive to inquire into matters of fact and of evidence, and that I would never allow the substitution of the powers of the Executive for those of the Courts, when the latter had jurisdiction.

The Premier admitted that this opinion and the principles on which I based it were in conformity with his ideas, and necessary for the proper administration of justice. He asked me if I would consent to see Mr. Angers, the Attorney-General, on the subject.

I at once consented, and the Attorney-General was immediately sent for; the facts connected with that election difficulty, and my views regarding them, were then communicated to him. He promised that before any appointment should be made by the Lieutenant Governor, he would make inquiry.

Shortly afterwards he reported to me that he had made an inquiry into the facts of the case, and, at his suggestion, I appointed Jules Bélanger to be Councillor.

In the beginning of March, 1877, difficulties and quarrels arose at Montmagny in consequence of that election.

After that appointment those quarrels broke forth afresh in the Municipal Council itself, from which the Councillor, whom I had thus been caused to appoint, was expelled with violence. That appointment I was recommended to make, notwithstanding the fact that an election had taken place; that it had been held and presided over by the Mayor, that Eugene Fournier had been returned by acclamation; that he had been sworn in according to law, and that, at the very time when the appointment of Jules Belanger was recommended to me, the person thus elected had in fact taken his seat, had been sworn, and had sat at the said Council as appears by the Minutes of the Council.

When I afterwards learned these facts, I communicated them to the Premier, whom I requested to prepare a revocation of the appointment which I had thus been caused to make, contrary to the principle above set forth, and the justice of which he had himself admitted.

The Premier answered that the matter was of a very delicate nature, as such a proceeding would be contrary to the recommendation of Mr. Angers, his Attorney-General; he concluded by saying that he would get him to prepare a report on the subject.

I received that report some days later. After having read it, I again intimated to M. DeBoucherville, that in the interests of peace, and in conformity with the principle that the Executive should not be substituted for Judicial power in matters within the province of the latter, I insisted upon the revocation being made.

After waiting several days for an answer, and not having received any from the Premier, I addressed a letter to him, of which the following is a copy:—

“(Private and Confidential.)

“QUEBEC, 14th March, 1877.

“MY DEAR DEBOUCHERVILLE,—I have not received any answer on the subject of the appointment of a Councillor at Montmagny.

“Those who deceived the Government in order to induce me to perform an Executive act in connection with a question which they then knew to be within the Judicial power, do not, in my opinion, deserve consideration which cannot but be injurious to the Government and myself.

“The remedy is very simple—rescind the appointment—allow the parties interested to fight it out before the Courts.

“Yours very truly,

“(Signed)

L. LETELLIER.”

If, my Lord, I insist upon this latter point, it is to show Your Excellency that the Prime Minister was then perfectly aware of my views on that point, and should not, in consequence, have introduced, during the last Session of our Legislature, any legislative measure or performed any administrative act tending to substitute Executive for Judicial power, without notifying me, and especially without advising me on the subject.

It was easy for the Premier to understand from my remarks and the frequent conversations which I had with him, that I could not consent to see Her Majesty's subjects despoiled of the right guaranteed to them by Magna Charta; that their property should never be interfered with, except in virtue of a judgment rendered by the tribunals of the country.

4th. On the 19th March, 1877, being on the eve of absenting myself for a few days, I wrote to the Honorable Mr. Chapleau, and in a postscript I said, "Please oblige me by telling the Premier that if he needs my concurrence, Mr. Gauthier may bring down to me the documents requiring my signature."

M. DeBoucherville should have understood from that, that if I was ready to give him my concurrence, it was on condition of having all documents submitted to me before signing them.

I leave you, my Lord, to judge in what manner my views were interpreted.

5th. Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville the letter of which the following is a copy:—

"(Private.)

"QUEBEC, 6th November, 1877.

"MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published under my signature, two proclamations which I had not signed.

"One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of Thanksgiving.

"These proceedings, the nature of which I shall not characterize, entail, apart from their impropriety, invalidities which you will easily understand.

"Yours very truly,

"(Signed) L. LETELLIER.

"The Hon. C. B. DEBOUCHERVILLE,
"Premier."

The following are the notes which I took of the conversation which I had with Mr. DeBoucherville on the subject.

"Mr. DeBoucherville came on the same day he received the letter, to tell me that he regretted the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used, when necessary for any duty of my office, unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me; which M. DeBoucherville assured me would be the course followed in future.

"(Signed) L. L."

6th. But, my Lord, there is another point still more important, which I cannot any longer refrain from mentioning.

From the conversations which I have held with M. DeBoucherville, there results a fact, which, if it were known, would, of itself, have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

On two different occasions, some time after the Session of 1876, I pointed out to him that millions had been voted to aid railways in general, at a time when our finances did not appear to me to be in a condition to warrant, all at once, a lavish expenditure in subsidizing these numerous undertakings, particularly as, apart from that, our credit was so heavily pledged towards the building of the "Quebec, Montreal, Ottawa and Occidental Railway."

He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the members whose counties were traversed by those railways, would cease to be secured to Government; that there would be no means of having a majority; that those members formed combinations—"Rings"—to control the House.

M. DeBoucherville is not unaware that I thereupon told him that it was better to save the Province than a Government, and that if his Administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well meaning men, from both sides of the House, rather than submit to the dictation of those "Rings," and to the control of those combinations.

When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those "Rings," when by his legislation he sought to favor them anew during the last Session, without having previously advised with me, had I not the right, as the representative of my Sovereign, to believe and to be convinced that Mr. DeBoucherville did not possess a constitutional majority in the Legislative Assembly?

7th. In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney-General Angers, in violation of their duty, overstepped the authorization which I had given by my letter of the 4th of March last for that purpose. They added to that communication a report of pretended conversations, the correctness of which I contest, and the impropriety of which I maintain.

I shall point out, my Lord, one fact alone to prove that incorrectness and that impropriety. The Hon. Messrs. DeBoucherville and Angers, in their explanations to the two Houses, lay great stress on the telegram which M. DeBoucherville dispatched to me at Rivière Ouelle, to ask my permission to introduce resolutions concerning the finances, and on the blank signature that I sent up in answer to it.

But these gentlemen themselves had that blank signature filled up by my private Secretary, so as to give to the telegram the meaning which I attributed to it, namely, a request for permission to introduce the supplies. The following is a copy of the Message produced with that blank signature:—

"Mr. Treasurer Church presented a Message from his Excellency the Lieutenant-Governor as follows:—

"L. LETELLIER—

"The Lieutenant Governor of the Province of Quebec transmits to the Legislative Assembly the Supplementary Estimates for the current year and for the fiscal year ending 30th June, 1879, which, in conformity with the provisions of the 54th Section of the British North America Act, 1867, he recommends to the Legislative Assembly.

"GOVERNMENT HOUSE,

"QUEBEC, 30th January, 1878."

My Ministers never had, by their own admission, any other authorization from me for the introduction of their railway and taxation resolutions than the blank signature above mentioned, in which not a word is said of them. Besides which, it will be noticed that the railway resolutions were introduced on the 20th January, whereas the message is dated the 30th.

It is for this reason, my Lord, that I bring to your knowledge all the facts and details which are connected with the relations which I have had with M. DeBoucherville and his colleagues.

Were the controversy with me alone, as a private individual, I would abstain from any remonstrance against the injustice of their reflections upon the conduct of the Representative of the Crown, which they have made in violation of their duty; but in this matter the maintenance of the constitution is at stake.

If, without any authority from me, proclamations have been published which I never signed, is it surprising that Messages were communicated in my name to the Houses respecting which I had never been consulted?

It is because, as the Representative of my Sovereign, I have been unjustly and shamefully dragged before the public that I make known to you, my Lord, that, in the performance of my duty as Her Representative, my object has not only been to protect the dignity of my office but to afford to the people of this Province an oppor-

tunity of knowing that, under existing circumstances, the exercise of the Royal Prerogative has not been hostile to their constitutional liberties; but, that, on the contrary, it has afforded them the means of freely exercising their judgment.

There results, my Lord, from what I have now stated:—

1st. That in general the recommendations which I made to my Cabinet did not receive the consideration which is due to the Representative of the Crown.

2nd. That my name has been used by the members of the Government in the signature of documents which I had never seen.

3rd. That a Proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto.

4th. That a like Proclamation fixing a day of Thanksgiving was also published under similar circumstances.

5th. That, although I had intimated to the Premier by my advice, and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the arbitrary decisions of the Executive in matters within the jurisdiction of the courts of Justice, he thought proper, without my participation and without advising me, to propose to both Houses, in legislating for the "Quebec, Montreal, Ottawa and Occidental Railway," to substitute the power of the Executive for that of the Judiciary.

6th. That, without having advised me, and without having received authorization of any sort whatever from me, the government of Mr. DeBoucherville proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, &c., while no Message from me had been asked for this object, nor signed by me to authorize its proposition to the Houses.

7th. That, after its dismissal, the Government of Mr. DeBoucherville again failed in its duty by assigning reasons for the adjournment of the House from day to day, different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown.

8th. That at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney-General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature, since the Premier had, by his answer to the letter of the Lieutenant-Governor of the 4th March last, limited his explanations to the communication to both Houses, of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and of the 2nd and 4th March instant.

9th. That, therefore, the additions and the comments made by the Premier before the Legislative Council, and by the Attorney-General before the Legislative Assembly, were contrary to the conditions agreed upon between the Lieutenant-Governor and the Premier.

10th. That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown and to what they had pledged themselves to observe with regard to it, have placed the Lieutenant-Governor under the necessity of bringing under the the notice of Your Excellency all the reasons for that dismissal.

I have the honor to be, my Lord,

Your Excellency's most obedient servant,

(Signed) L. LETELLIER.

Lieutenant-Governor.

APPENDIX A.

(Translation.)

SUMMARY OF OFFICIAL RECORD.

In January, 1877, an election had taken place for the South Ward of the Village of Montmagny. That election having been declared null and void by the Court, it ordered a fresh election, and appointed Eugène Hamond to preside thereat.

On the day fixed, Eugène Hamond refusing to preside, Naz. Bernatchez, Esq., Mayor of the Municipality, the Senior Magistrate present, presided.

The meeting elected Eugène Fournier.

Eugène Hamond wrote to the Lieutenant-Governor he had not presided at the meeting, without adding, however, that there had been no election. He recommended at the same time, that Jules Bélanger be appointed.

Eugène Fournier, elected at the meeting of the 19th February, took the oath of office and took his seat on the 23rd February.

On the 3rd of March, the Attorney-General (Mr. Angers) recommended the appointment of Jules Bélanger, who was accordingly appointed on the 7th of the same month.

On the 10th of March, Mr. Bernatchez, Mayor of Montmagny, addressed to the Lieutenant-Governor a memorial setting forth the facts, and praying that the appointment be cancelled.

On the 15th of March, the Attorney-General made a report, recommending that the appointment of Jules Bélanger be maintained.

On the 27th of March, the Lieutenant-Governor revoked that appointment, on a report of the Government.

APPENDIX B.

(Translation.)

QUEBEC, 4th March, 1878.

The Lieutenant-Governor desires that his two memoranda (of the 25th February and 1st March), addressed to the Hon. M. DeBoucherville, and the answers made to those memoranda by the Hon. M. DeBoucherville (of the 27th February and 3rd March), be not now communicated to both Houses.

That communication, authorized by the Lieutenant-Governor at the request of the Hon. M. DeBoucherville, should be made as soon as the arrangements for the formation of a new Executive Council are completed.

The Hon. M. DeBoucherville may communicate to the Houses that the adjournment from day to day is rendered necessary by the last mentioned cause.

(Signed)

L. LETELLIER.

To the Hon. C. B. DEBOUCHERVILLE,
Quebec.

(Translation.)

QUEBEC, 4th March, 1878.

YOUR EXCELLENCY.—In conformity with your wish expressed in a letter of today's date, I shall withhold, until the formation of a new Executive Council, the explanations I was authorized by Your Excellency to communicate to the Houses.

I have the honor, &c.,

(Signed)

C. B. DEBOUCHERVILLE.

(Translation.)

GOVERNMENT HOUSE,

QUEBEC, 25th February, 1878.

The Lieutenant-Governor desires the Executive Council to prepare, for his consideration, a "factum" containing a copy of the following documents, viz:—

1. A copy of the Acts of the Federal Parliament authorising the construction of the railway now known under the name of "Quebec, Montreal, Ottawa and Occidental Railway," as well as a copy of the Acts of the Legislature of the Province of Quebec respecting the said railway.

2. A copy of the Acts of the Legislature of the Province of Quebec, respecting the building of the railway between Quebec and Montreal, which line is commonly designated by the name of "North Shore Railway."

3. A copy of the by-laws of each of the municipal corporations by which they undertook to help in constructing the said railways.

4. A statement of the amount of the bonus paid by each of those corporations, and a copy of the correspondence between the Government, its Commissioners or the contractors for the said railways, and the aforesaid municipalities, with regard to their bonus or subsidy.

5. A copy of the various contracts entered into for the building of those several roads.

6. A copy of the official or confidential reports of the Engineers who have been ordered to locate those lines of railway in whole or in part.

7. A copy of the report of the Railway Commissioners submitted to the Houses, during the present Session, with regard to the said railways.

8. A copy of the representations made to the Government by the municipal bodies so interested, of the ratepayers of those municipalities, with regard to the conditions of their bonus or subsidy.

9. A copy of the resolutions which have been proposed to the Provincial Legislature during the present Session, with regard to the aforesaid subsidies, and to facilitate the payment and collection thereof.

10. A copy of the Bill based on those resolutions which has been introduced in the Legislature of Quebec during the present Session.

11. A plan showing the several locatings of each of the said railways or of any part of them.

12. A statement of the reasons which led the Provincial Government not to be satisfied with the provisions of the statutory and public law, and of the civil code of this Province for the recovery of any sums of money which may be due by those corporations, but, without previously advising in any way with the Lieutenant-Governor, to propose *ex post facto* legislation, to compel them to pay.

Another very important Bill, to make provision for levying new taxes, has also been proposed to the Legislature, without having been previously submitted for the consideration of the Lieutenant-Governor.

The Lieutenant-Governor quite understands that propositions of secondary importance, and on which he has been previously officially informed, may be, as matter of routine, proposed to the Houses, without a special order from himself; but he cannot in any way permit that the Executive should make communications in his name to the Legislature, with regard to measures which are of a new and important character, without his special authorization, and without his having been previously fully informed and advised in respect thereof.

(Signed)

L. LETELLIER,

Lieutenant-Governor.

(Translation).

QUEBEC, 27th February, 1878.

To His Excellency the Lieutenant-Governor
of the Province of Quebec.

YOUR EXCELLENCY,—I have the honor to acknowledge receipt of the memorandum which your Excellency caused to be handed me yesterday afternoon by your Aide-de-Camp, who informed me at the same time that you were ill in bed.

I have submitted that memorandum to the Executive Council, and will see, as your Excellency desires, that diligence is used to cause all the documents asked for to be transmitted to you as soon as possible.

Anticipating the factum which your Excellency wishes to have, and which will contain a more detailed statement of the motives which have induced the Provincial Government to propose the measures to which you draw my attention, I deem it my duty to represent to you :

That, amongst others, the reasons which led the Government to submit to the Legislature a law compelling the municipalities to pay their subscriptions towards building the Provincial Railway, on the decision of the Lieutenant-Governor in Council, under a sworn report of a competent engineer, and after a fifteen days notice, to give those municipalities an opportunity of being heard, are the manifestations of bad faith of certain municipalities, shown in certain cases by their neglect to respond to the calls of the Treasurer, in others by their formal refusal to pay, and in certain cases by resolutions adopted demanding new conditions in respect to the agreements they had entered into with the Government.

The Government believed that, without such legislation, the object of which is to avoid the slowness of ordinary judicial proceedings, the result of the bad faith of the municipalities would have been either to necessitate a new loan by the Province, and therefore an unjust charge upon municipalities who had entered into no agreement, and who are to derive no immediate advantage from the construction of the road or to put a complete stop to the works begun, with the inevitable loss of the interest on the enormous capital already invested in the enterprise, and the other damages which would result. The Government, firstly obliging itself by that law to fulfil the conditions agreed upon with those municipalities, believed that in substituting for the ordinary courts the Lieutenant-Governor with an Executive Council, responsible to the Legislature and to the people, they were offering to parties interested a tribunal which insured them as many guarantees as the ordinary courts.

I would further bring under your Excellency's notice that provisions of a similar nature to this legislation exist already in our Statutes. I may cite to your Excellency Chap. 83 of the Consolidated Statutes of Canada, and also Chap. 47 of 36 Vict. of the Statutes of Ontario.

I respectfully submit to your Excellency that a law framed to better assure the execution of a contract cannot produce a retroactive effect; it enacts for the future, and has for its end the respective interests of both parties.

I would now beg your Excellency to observe that while you were at Rivière Ouelle, I had the honor to ask your authority to put the question of finance before the House, and that you kindly answered, stating you were forwarding through the mail a blank, which act I took at that time as a great mark of confidence on your part. I received, in fact, a blank, with your signature, and I gave it to the Treasurer who had it filled up by your Aide-de-Camp. Later I had the honor to ask your Excellency for a general permission to submit to the House measures concerning money matters, which your Excellency gave me with your ordinary courtesies.

That permission, I may say, has always been granted me by your predecessor, the late lamented Mr. Caron. I must admit that with that permission, and being convinced Your Excellency had read the Treasurer's speech, in which he announced the taxation subsequently proposed, I considered myself authorized to tell my colleagues that I had your permission for all money measures.

I beg your Excellency to believe that I never had the intention of assuming the right of having measures passed without your approbation, and that in this case, having had occasion to confer with you with regard to the law respecting the Provincial Railway, and not having orders to suspend it, I did not think your Excellency would see in that measure any intention on my part of disregarding your prerogatives, which nobody is more disposed to respect and uphold than myself.

I have the honor, &c., &c.,

(Signed) C. B. DEBOUCHERVILLE,

(Translation.)

GOVERNMENT HOUSE.

QUEBEC, 1st March, 1878.

To the Hon. C. B. DEBOUCHERVILLE,
Prime Minister, Quebec.

The Lieutenant-Governor, taking into consideration what the Prime Minister communicated to him verbally (27th Feb.), and taking into consideration the letter which the Premier then handed to him, is ready to admit that there was no intention on the part of the Premier to disregard the prerogatives of the Crown, and that there has been on his part only an error committed in good faith, in interpreting, as he did, the words of the Lieutenant-Governor in their interview of the 19th February instant—words which did not convey the sense of authorization which the Premier attached to them.

With such an interpretation, and the instructions which were in consequence given by the Premier to the Hon. Messrs. Angers and Church, those gentlemen have done nothing, knowingly, not in conformity with the duties of their office.

As to the blank which the Lieutenant-Governor sent him from Rivière Ouelle, the Lieutenant-Governor knew that that blank would be used to lay the Estimates before the House.

That act was a mark of confidence on his part, as the Premier characterises it in his letter of the 27th, but that act was confidential.

The Lieutenant-Governor deems it right to observe that, in his memorandum of the 25th February inst., he in no way expressed the opinion that he believed that the Premier ever had the intention of taking upon himself the right "of having measures passed without his approbation, or of disregarding the prerogatives of the Representative of the Crown."

But the Prime Minister cannot lose sight of the fact that, although there was no intention on his part, in fact the thing exists, as the Lieutenant-Governor told him.

The fact of having proposed to the Houses several new and important measures without having previously in any way advised the Lieutenant-Governor thereof, although the intention of disregarding his prerogatives did not exist, does not the less constitute one of those false positions which place the Representative of the Crown in a critical and difficult position with regard to the two Houses of the Legislature.

The Lieutenant-Governor cannot admit that the responsibility of this state of affairs should rest with him.

With regard to the Bill intitled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway," the Premier cannot claim for that measure the asserted general authorization which he mentions in his letter, for their interview was on the 19th February, and that Bill was before the Legislature several days before that date, without the Lieutenant-Governor having been, in any way, informed of it by his advisers.

The Lieutenant-Governor expressed, at that time, to the Premier, how much he regretted that legislation; he represented to him that he considered it contrary to the principles of law and justice; notwithstanding that, the measure was carried through both Houses until adopted.

It is true that the Premier gives in his letter, as one of the reasons for acting as he did, "that this permission of using the name of the Representative of the Crown, had, besides, always been granted him by the predecessor of the present Lieutenant-Governor, the late lamented Mr. Caron."

This reason cannot be one for the Lieutenant-Governor, for, in so acting he would have abdicated his position as Representative of the Crown, which act neither the Lieutenant-Governor nor the Premier could reconcile with the obligations of the Lieutenant-Governor towards the Crown.

The Lieutenant-Governor regrets having to state, as he told the Premier, that he has not been informed, in general, in an explicit manner, of the measures adopted by the Cabinet, although the Lieutenant-Governor had often given the Premier an opportunity to do so, especially during last year.

From time to time, since the last Session of the Legislature, the Lieutenant-Governor has drawn the attention of the Premier to several subjects regarding the interests of the Province of Quebec, amongst others: 1st.—The enormous expenditure occasioned by very large subsidies to several railways, while the Province was burdened with the construction of the great railway from Quebec to Ottawa, which should take precedence of the others; and this, when the state of our finances obliged us to undertake loans disproportioned to our revenue.

2nd. The necessity of reducing the expenses of the Civil Government, and of the Legislature, instead of having recourse to new taxes, in view of avoiding financial embarrassment.

The Lieutenant-Governor expressed also, but with regret, to the Premier, that the Orders passed in Council to increase the salaries of Civil Service servants seemed to him inopportune, at a time when the Government were negotiating with the Bank of Montreal a loan of half a million, with power to increase that loan to \$1,000,000, at a rate of interest of 7 seven per cent.; and indeed, even to-day (1st of March), the Lieutenant-Governor is obliged to allow an Order in Council to be passed to obtain the last half million for the Government, without which the Government would be unable to meet its obligations, as I was informed by the Hon. the Provincial Treasurer, to-day, by order of the Prime Minister.

The Premier did not let the Lieutenant-Governor know, then or since, that the Government were in such a state of penury as to necessitate special legislation to increase public taxation.

Therefore the Lieutenant-Governor said and repeated these things to the Premier, and he deems it advisable to record them here, that they may serve as memoranda for himself and for the Premier.

It therefore results: 1st. That although the Lieutenant-Governor has made many recommendations in his position as Representative of the Crown to the Premier on these different subjects of public interest, his advisers have undertaken a course of administrative and legislative acts contrary to these recommendations, and without having previously advised him.

2nd. That the Lieutenant-Governor has been placed, without evil intention, but in fact, in a false position, by being exposed to a conflict with the will of the Legislature, which he recognises as being, in all cases, supreme, so long as that will is expressed in all constitutional ways.

The Lieutenant-Governor has read and examined carefully the memorandum and documents which the Premier was kind enough to bring him yesterday.

There are, in the record, petitions from several municipal corporations and from citizens of different places, addressed to the Lieutenant-Governor, against the resolutions and the Government Bill, with regard to the "Quebec, Montreal Ottawa and Occidental Railway."

The Lieutenant-Governor was only yesterday able to take cognizance of some of these petitions, as they had not been communicated to him before he received them in the record.

The Lieutenant-Governor, after having maturely deliberated, cannot accept advice of the Premier with regard to the sanctioning of the Railway Bill intitled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway."

For all these causes the Lieutenant-Governor cannot conclude this memorandum without expressing to the Premier the regret he feels at being no longer able to continue to retain him in his position, contrary to the rights and privileges of the Crown.

(Signed) L. LETELLIER.

(Translation.)

QUEBEC, 2nd March, 1878.

To His Excellency the Lieutenant-Governor
of the Province of Quebec.

YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of your memorandum, in which you come to the conclusion that you can no longer continue to retain me in my position as Prime Minister. There is no other duty for me to fulfil but to submit to the dismissal from office, which Your Excellency has notified me of, declaring at the same time my profound respect for the rights and privileges of the Crown, and my devotion to the interests of the Province.

I have the honor, &c.,

(Signed) C. B. DEBOUCHERVILLE.

STATUTORY RETURN

(20)

In accordance with 31st Victoria, Chapter 1, section 14, of the Distribution of the Statutes, from 1st February, 1878, to 1st February 1879, herewith laid before THE HOUSE of COMMONS.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 25th February, 1879.

RETURN

(21)

To an ORDER of the HOUSE OF COMMONS, dated 24th April, 1878;—
For Return of expenditure in detail of money on the Breakwater at Cow Bay for 1877, giving names of all persons who performed any work on that Breakwater, stating the amount of wages paid each person per day; also, the quantity of timber purchased, and the price paid for it, and to whom; also, salary, commission, or wages of Superintendent of Work and vouchers of payment.

By Command.

R. W. SCOTT,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 11th May, 1878.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

STATEMENT

(22)

OF all Allowances and Gratuities granted under the Act 33 Vic., cap. 4, intituled "An Act for better ensuring the efficiency of the Civil Service of Canada, by providing for the Superannuation of persons employed therein, in certain cases."

Dates of Orders in Council.	Names of Grantees.	Offices when Superannuated.	Annual Allowances.	Gratuities.
1878.		As per Return to Parliament dated 6th February, 1878.....	\$ cts. 116,661 95	\$ cts. 16,687 92
Feb. 22	F. F. Pole	Landing Waiter, Whitby.....	246 96	.....
Mar. 20	Capt. J. H. Kendrick	Superintendent of Lights, N.S.....	.....	950 00
May 4	Thos. Perkins.....	Tide Waiter, Quebec.....	383 28	.....
do 4	Z. Crosscup.....	Sub-Collector, Bear River, N.S.....	78 36	.....
do 16	R. H. Russell	Shipping Master and Chief River Police.....	705 60	.....
do 16	Edward Nalty	Landing Waiter, Gananoque.....	188 16	.....
do 16	Dennis Daly.....	Bridge Tender, Welland Canal.....	134 04	.....
do 23	Thomas Coad.....	Messenger, Finance Department.....	186 24	.....
do 6	John S. Clute.....	Collector Customs, Picton, Ontario.....	396 84	.....
July 4	John Langton	Auditor-General and Deputy Minister of Finance.....	2,716 44	.....
do 13	W. Gurd.....	Customs Officer, Port Sarnia.....	205 80	.....
Sept. 2	Joseph Lemonde	Messenger, House of Commons.....	544 00	.....
do 2	Charles Wylde.....	Customs Service, Victoria, B.C.....	500 00	.....
do 23	T. D. Harington.....	Deputy Receiver-General.....	2,240 00	.....
do 28	M. Ryan.....	Messenger, Department of Militia and Defence.....	205 80	.....
do 28	James Edwards.....	Lighthouse Keeper, Point Pelee.....	196 00	.....
do 28	Thomas Cruse	Clerk, Finance Department.....	882 00	.....
do 28	T. C. Bramley	do Receiver-General's Department.....	1,078 00	.....
do 28	F. Rousseau.....	Slide Master, St. Maurice River.....	282 20	.....
Oct. 2	R. K. Bullock.....	Collector Customs, Cornwall.....	560 00	.....
do 2	W. Agnew.....	Customs Officer, Hamilton.....	588 00	.....
do 5	J. Boiley.....	Messenger, Department of Agriculture.....	166 60	.....
do 7	E. A. Meredith.....	Deputy Minister of the Interior.....	2,520 00	.....
Dec. 14	F. Beazley.....	Locker, Halifax.....	.....	325 00
do 14	Octave Filiatrault.....	Letter Carrier, Montreal.....	186 60	.....
do 14	H. J. Larkin.....	Clerk, Post Office Department.....	.....	229 15
do 14	Daniel Lanigan.....	do Department of Agriculture, &c.....	171 70	.....
1879.				
Jan. 7	W. A. Bell.....	Clerk, Customs Department.....	521 36	.....
do 7	R. M. Longmaid.....	Landing Waiter, St. John, N.B.....	607 60	.....
do 9	John McGovern.....	do Clifton.....	.....	150 00
do 11	R. G. Bourget.....	Railway Mail Clerk.....	.....	319 98
do 14	W. Beauregard.....	Office of P.O. Inspector, Montreal.....	.....	250 00
		Carried forward.....	.....	.....

STATEMENT of all Allowances and Gratuities granted under the Act 33
Vic., cap. 4.—*Concluded.*

Dates of Orders in Council.	Names of Grantees.	Offices when Superannuated.	Annual Allowances.	Gratuities.
1879.			\$ cts.	\$ cts.
		Brought forward.....		
Jan. 15	B. DeRoy.....	Constable, Grosse Isle.....		76 00
do 15	E. Roy.....	Carpenter do.....		70 00
do 15	Jane Collins.....	Nurse do.....		50 00
do 15	Helen Gorman.....	do do.....		50 00
do 15	Margaret Zelins.....	do do.....		50 00
do 25	Robert Oliver.....	Clerk, Post Office Department.....	930 00	
do 31	J. Brennan.....	Collector Canal Tolls, St John, P.Q.....		136 51
do 31	G. W. Baker.....	Clerk, Post Office Department.....		129 99
do 31	Benjamin Hurst.....	Orderly, Grosse Isle.....	137 81	
do 31	Andrew Kelly.....	Constable do.....	100 11	
do 31	René Quiroult.....	Assistant Steward, Grosse Isle.....	71 28	
do 31	Auguste Langlois.....	Boatman & Carpenter do.....	109 89	
do 31	Ed. Jolicœur.....	Carpenter do.....	141 38	
Feb. 11	Joseph Lesslie.....	Postmaster, Toronto.....	2,450 00	
do 11	N. A. Baudet.....	Railway Mail Clerk.....	268 12	
			137,410 12	
		Less—Allowances lapsed by death or otherwise, as per Statement No. 3.....	12,498 60	
			124,911 52	19,474 55

STATEMENT showing the Names of Officers placed on the Retired List upon the abolition of their offices, and the Annual Salaries previously paid to such Officers.

Names.	Officers.	Annual Salaries.
		\$ cts.
Thomas Cruse.....	Clerk, Finance Department, Ottawa.....	1,800 00
T. O. Bramley.....	do Receiver-General's Department, Ottawa.....	2,200 00
T. D. Harington.....	Deputy Receiver-General.....	3,200 00
B. DeRoy.....	Constable, Grosse Isle.....	230 00
E. Roy.....	Carpenter do.....	628 00
Jane Collins.....	Nurse do.....	150 00
Helen Gorman.....	do do.....	144 00
Margaret Zelins.....	do do.....	144 00
Benjamin Hurst.....	Orderly do.....	290 00
Andrew Kelly.....	Constable do.....	316 00
René Quiroult.....	Assistant Steward do.....	240 00
Auguste Langlois.....	Boatman and Carpenter do.....	370 00
Ed. Jolicœur.....	Carpenter do.....	478 00
		10,186 00

RECAPITULATION.

	\$	cts.
Allowances as per Statement No. 1.....	124,911	52
Savings by abolition of office	10,186	00
	114,725	52
Allowances per Return of February, 1878.....	116,661	95
Difference	1,936	43

STATEMENT showing the Allowances which have lapsed by Death or otherwise since the date of last Return.

Names.	Cause of Lapse.	Allowances.	
		\$	cts.
J. Fitzgerald	Death	77	52
Thomas John.....	do	237	12
Henry Livingston	do	618	84
R. Leatch	do	188	16
Benjamin Seaton	do	452	76
Philip St. Hill.....	do	583	32
G. H. Backas	do	564	96
J. Doran	do	90	93
James Hoy	do	339	48
J. Horn	do	170	64
J. C. Davis	do	287	28
W. H. Lee	do	1,820	04
David Ryan	do	519	72
Thomas R. Robertson	do	539	40
John Stuart	do	531	76
J. W. Taylor	do	620	64
Edward Binney	do	1,820	04
William Cavers	do	144	12
Richard Collier	do	630	00
William Campbell	do	122	76
William Palen	do	281	40
A. Pearson	do	116	76
William Dunham	do	133	32
Thomas White	do	126	48
E. Mann	do	180	00
R. Stone	do	118	32
Robert Boak	do	453	24
Christopher Hartley	do	186	72
James Clarke	do	110	04
J. Costé	do	117	24
William McLean	do	325	56
		12,498	60

STATEMENT of the cases in which, since last Return, additions have been made to the actual number of years' services of persons employed in the Civil Service, who have been Superannuated.

Persons Superannuated.	Number of Years added.	Authority.
R. H. Russell.....	10	Order in Council, May 16, 1878.....
John Langton	10	do July 4 do
Thomas Cruse	2	do Sept. 28 do
T. C. Bramley	5	do do do
E. A. Meredith.....	3	do Oct. 7 do

STATEMENT of Receipts and Payments, Superannuation Fund.

	Receipts.	Payments.
	\$ cts.	\$ cts.
To 30th June, 1877, as per Return dated 6th February, 1878	308,106 84	452,944 57
During year ended 30th June, 1878	41,856 62	106,588 91
	349,963 46	559,533 48

J. M. COURTNEY,
Deputy Minister of Finance.

FINANCE DEPARTMENT,
OTTAWA, 25th February, 1879.

RETURN

(23)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1879;—For the Imports into and Exports from the Dominion of Canada during the six months ending the 1st day of January, 1879, as detailed in the Monthly Returns to the Department of Customs.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 28th February, 1879.

STATEMENT of Exports from the Dominion of Canada during the Six Months ending the 1st day of January, 1879.

Articles.		Exported, Six Months ending 1st January, 1879.		
		Quantity.	Value.	Duty.
<i>The Mine.</i>			\$	\$ cts.
Coal	Tons.	106,917	269,134	.....
Oils, Petroleum or Earth.....	Galls.	571,339	80,859	.....
Ore, Copper.....	Tons.	163½	23,683	.....
Iron.....	"	2,136	4,352	.....
Silver.....	"	459½	598,152	.....
Other.....	"	58½	2,238	.....
Phosphates.....	"	10,125½	180,054	.....
Stone and Sand.....	"	55,776	45,551	.....
Salt.....	Bush.	242,053	21,825	.....
Other Articles.....	\$		84,585	.....
Total, Mine.....			1,310,433	
<i>The Fisheries.</i>				
Fish of all descriptions.....	\$		4,082,985	.....
Fish Oil.....	Galls.	169,706	70,952	.....
Furs or Skins of creatures living in the water.....	\$		15,627	.....
Total, Fisheries.....			4,169,564	
<i>The Forest.</i>				
Ashes, Pot, and Pearl.....	Brls.	7,615	153,515	.....
Logs, Oak.....	M. Ft.	144	864	.....
Pine, at \$1 per.....	"	40	210	40 00
Spruce.....	"	1,247½	4,451	1,247 65
All other.....	"	3,200	11,969	.....
Lumber, Deals and Deal Ends.....	St. Hund.	137,174	3,651,437	.....
Planks, Boards and Joists.....	M. Ft.	279,414	2,717,065	.....
Other.....	\$		274,889	.....
Shingle Bolts, at \$1 per cord.....	Cords.	100	348	100 00
Timber, Square.....	Tons.	175,905	1,629,757	.....
Other Woods.....	\$		634,165	.....
Total, Forest.....			9,078,670	1,387 65
<i>Animals and their Produce.</i>				
Horses.....	No.	5,778	502,132	.....
Horned Cattle.....	"	24,775	885,385	.....
Swine.....	"	6,412	44,238	.....
Sheep.....	"	279,784	838,950	.....
Other Animals.....	\$		68,831	.....
Pork, Beef, Mutton, Bacon and Hams.....	Cwt.	40,020	277,155	.....
Butter, Cheese and Eggs.....	\$		4,781,922	.....
Furs, dressed and undressed.....	"		497,960	.....
Hides, Skins, Pelts, Horns and Hoofs.....	"		140,673	.....
Lard.....	Lbs.	254,473	15,812	.....
Meats, Preserved, not elsewhere specified.....	"	477,844	63,133	.....
Tallow.....	"	283,813	22,577	.....
Wool.....	"	1,034,740	246,309	.....
Other Articles.....	"		29,412	.....
Total, Animals and their Produce.....			8,424,489	

STATEMENT of Exports from the Dominion of Canada during the Six Months ending the 1st day of January, 1879.—*Concluded.*

Articles.	Exported, Six Months ending 1st January, 1879.		
	Quantity.	Value.	Duty.
<i>Agricultural Products.</i>			
		\$	\$ cts.
Fruits, Green	\$	123,666	
Grain and Products of, viz. : Barley, Rye and Oats..... Bush.	6,701,820	5,005,986	
“ “ Beans and Pease..... “	1,682,840	1,308,972	
“ “ Indian Corn..... “	19	11	
“ “ Wheat..... “	3,305,031	3,214,786	
“ “ Other Grain..... “	24,866	17,813	
“ “ Flour of Wheat and Rye.. Bris.	322,516	1,439,561	
“ “ Indian and other Meal..... “		346,663	
Seeds, other.....	\$	11,203	
Vegetables.....	“	936,208	
Other Articles.....	“	284,359	
Total, Agricultural Products.....		12,689,228	
<i>Manufactures, viz.</i>			
Books.....	\$	10,850	
Candles.....	Lbs.	37,084	4,089
Carriages.....	\$	29,036	
Cottens, Woollens, &c.....	“	27,502	
Furs.....	“	9,935	
Iron, Pig and Scrap, Castings, Hardware, &c.....	“	143,328	
Leather.....	“	141,251	
“ Manufactures of.....	“	109,526	
Liquors of all kinds.....	Galls.	95,563	62,309
Machinery.....	\$	154,224	
Ships sold to other Countries..... No. & Tons.	{ No. | T'ns. }	247,807	
	{ 30 | 9,867 }		
Tobacco, Snuff and Cigars.....	Lbs.	214,782	31,293
Wood.....	\$		146,198
Other Articles.....	“		413,783
Total, Manufactures.....		1,531,131	
Other Miscellaneous Articles.....	\$	195,261	
Total, Goods the Produce of Canada.....		37,399,778	
Coin and Bullion.....		610,327	
Goods not the Produce of Canada.....		6,491,210	
		1,878,803	
Grand Total.....		46,379,116	1,387 65

STATEMENT of the Principal Articles entered for Consumption in the Dominion of Canada during the Six Months ending on the 1st day of January, 1879.

Rate of Duty.	Articles.	Six Months ending 1st January, 1879.		
		Quantity.	Value.	Duty.
	<i>Specific.</i>		\$	\$ cts.
½-cent per lb.....	Acid, Sulphuric..... Lbs.	603,064	10,739	3,015 29
12c. per Imp. gal.....	Ale, Beer and Porter, in Casks..... Galls.	74,624	28,483	8,954 88
18c. " ".....	" " Bottles..... "	47,737	31,347	8,592 14
4c. per lb.....	Butter..... Lbs.	17,247	1,868	689 88
3c. " ".....	Cheese..... " "	31,900	5,177	957 00
3c. " ".....	Chicory, Raw or Green..... " "	5,293	355	158 79
4c. " ".....	" Roasted or Ground..... " "	64,673	3,275	2,687 02
2c. " ".....	Coffee, Green..... " "	712,230	126,205	14,244 60
3c. " ".....	" Ground and Roasted..... " "	39,572	10,389	1,187 16
1c. " ".....	Fish, Salted or Smoked..... " "	14,287	1,115	142 87
5c. " ".....	Hops..... " "	65,910	11,227	3,295 50
1c. " ".....	Lard..... " "	933,005	70,244	9,330 05
1c. " ".....	Meats, Fresh, Salted or Smoked..... " "	5,459,861	289,801	54,598 61
7½c. " Imp. gal.....	Oil, Coal, Kerosene, &c., Naphtha, Benzole and Refined Petroleum Imp. g'ls.	570,936	93,467	41,106 90
7½c. " ".....	Oil, Products of Petroleum, &c..... " "	74,771	15,184	5,383 40
7½c. " ".....	" Crude of Petroleum..... " "	13,688	3,286	986 37
1c. " ".....	Rice..... Lbs.	3,940,457	108,024	39,404 57
1c. " ".....	Soap, Common..... " "	173,756	9,555	1,737 52
2c. " ".....	Starch..... " "	300,480	20,241	6,009 70
\$1.20 per Imp. gal.....	Spirits, Alcohol..... Imp. galls	7	21	8 40
1.20 " ".....	" Brandy..... " "	137,784	244,450	165,341 40
1.80 " ".....	" Cologne Water & Perfumed Spirits, not in Flasks. " "	2,221	14,327	3,998 16
1.80 " ".....	" Cordials..... " "	803	2,707	1,446 30
1.20 " ".....	" Gin..... " "	169,643	85,367	203,571 30
1.20 " ".....	" Rum..... " "	59,115	23,167	70,938 60
1.80 " ".....	" Tinctures, Essences, Extracts, &c..... " "	122	1,123	220 00
1.20 " ".....	" Whiskey..... " "	51,273	52,836	61,527 60
1.80 " ".....	" Unenumerated..... " "	1,299	2,422	2,337 30
1c. per lb.....	Tallow..... Lbs.	38,377	2,804	383 77
6c. " ".....	Tea, Green and Japan..... " "	3,758,668	852,709	225,520 02
5c. " ".....	" Black..... " "	2,314,947	536,614	115,747 35
12c. " Imp. gal.....	Vinegar and Acetic Acid..... Imp. galls	32,721	8,171	3,926 56
36c. " ".....	Wines, containing less than 20 per cent. of Alcohol and not worth more than 48c. per gall..... " "	126,449	50,987	45,521 82
72c. " ".....	Wines, All other, except Sparkling, imported in Wood..... " "	54,411	77,903	39,175 68
\$1.50 per doz. qt. bottles	" All other, except Sparkling, imported in Bottle..... Doz.	3,461	14,859	5,192 25
3.00 " ".....	" Sparkling..... " "	4,675	49,510	14,024 50
	Total, Specific.....		2,859,959	1,161,262 26
	<i>Specific and Ad Valorem.</i>			
20 per cent. & 50c. per lb	Cigars and Cigarettes..... Lbs.	72,302	109,918	53,134 85
25 " 1c. " "	Sugar, above No. 13, Dutch Standard..... " "	50,548,150	2,624,117	1,161,510 75
25 " ½c. " "	" Equal to No. 9, and not above No. 13, Dutch Standard..... " "	8,559,663	365,270	155,514 91
25 " ¼c. " "	" Below No. 9, Dutch Standard..... " "	395,102	11,357	4,814 72
25 " ¼c. " "	" Cane Juice..... " "	1,567,771	38,308	19,374 84
	Carried forward.....			

STATEMENT of the Principal Articles entered for Consumption in the Dominion of Canada during the Six Months ending on the 1st day of January, 1879.—*Con.*

Rate of Duty.	Articles.	Six Months ending 1st January, 1879.		
		Quantity.	Value.	Duty.
	<i>Brought forward</i>		\$	\$ cts.
	<i>Specific and Ad Valorem.—Con.</i>			
25 per cent. and 1c. per lb	Sugar, Sugar Candy & Confectionery Lbs.	352,952	53,587	16,656 27
12½ " 25c. "	Tobacco, Manufactured, and Snuff. "	56,135	17,876	16,268 19
	Total, Specific and Ad Valorem...		3,220,430	1,432,274 53
	<i>25 Per cent. Ad Valorem.</i>			
	Cologne Water & Perfumed Spirits, in Flasks..... No.		4,704	1,176 00
	Mace and Nutmegs..... Lbs.		42,005	10,501 25
	Molasses, other than for Refining purposes..... "		406,281	101,570 75
	Patent Medicines and Medicinal Preparations..... \$		42,813	10,703 25
	Perfumery, not elsewhere specified.. "		15,640	3,910 00
	Perfumed and Fancy Soaps..... "		8,061	2,015 25
	Playing Cards..... "		13,127	3,281 75
	Spices, including Cassia, Cinnamon, Ginger, Pimento and Pepper, ground..... Lbs.		2,243	560 75
	Total, 25 per cent. Ad Valorem...		534,874	133,719 00
	<i>17½ Per cent. Ad Valorem.</i>			
	Dried Fruits and Nuts of all kinds.. \$		385,184	67,406 05
	Jewellery and Watches..... "		249,195	43,609 17
	Manufactures of Brass and Copper.. "		61,853	10,824 43
	" Cottons..... "		2,641,907	462,283 11
	" Fancy Goods..... "		837,407	146,546 52
	" Furs..... "		122,201	21,385 14
	" Glassware..... "		276,885	48,455 66
	" Gold, Silver and Plated Ware..... "		141,743	24,805 17
	" Hardware..... "		1,314,878	230,110 93
	" Harness & Saddlery..... "		31,081	5,439 27
	" Leather, Boots and Shoes..... "		89,336	15,633 84
	" Leather or imitation thereof..... "		165,907	29,033 81
	" Silks and Velvets.. "		815,937	142,789 05
	" Woollens..... "		3,901,522	682,767 98
	Wearing Apparel, made by hand or sewing machine..... "		526,521	92,141 40
	Other Articles..... "		6,574,092	1,150,720 31
	Total, 17½ per cent. Ad Valorem...		18,135,649	3,173,951 84
	<i>10 Per cent. Ad Valorem.</i>			
	Animals, Horned Cattle..... \$		21,578	2,157 80
	" Horses..... "		14,772	1,477 20
	<i>Carried forward</i>			

STATEMENT of the Principal Articles entered for Consumption in the Dominion of Canada during the Six Months ending on the 1st day of January, 1879.—*Con.*

Rate of Duty.	Articles.	Six Months ending 1st January, 1879.		
		Quantity.	Value.	Duty.
	<i>Brought forward.....</i>		\$	\$ cts.
	10 Per cent. <i>Ad Valorem</i> .— <i>Con.</i>			
	Animals, Sheep... .. \$		2,708	270 80
	“ Swine..... “		37,194	3,719 40
	“ Other..... “		5,337	533 70
	Bran, Hay, Plants, Seeds, other than Cereals, Shrubs, Straw, Trees and Vegetables..... “		137,523	13,752 30
	Green Fruits of all kinds..... “		339,779	33,977 90
	Leather, Sole and Upper..... “		80,987	8,098 70
	Locomotive Engine Frames, Axles, &c..... “		6,490	649 00
	Machinery for Mills & Factories, &c. “		72,178	7,217 80
	Other Articles..... “		140,089	14,008 90
	Total, 10 per cent. <i>Ad Valorem</i>		858,635	85,863 50
	5 Per cent. <i>Ad Valorem</i> .			
	Books, Periodicals, & Pamphlets, printed.....		455,029	22,751 45
	Iron.....		1,110,913	55,545 65
	Ship's Materials.....		180,411	9,020 55
	Type.....		14,248	712 40
	Total, 5 per cent. <i>Ad Valorem</i>		1,760,601	88,030 05
	Amount Dutiable Goods.....		27,370,148	6,075,101 18
	Coin and Bullion, except American Silver.....		808,909	
	Free Goods.....		16,625,341	
	Leaf Tobacco, for Excise purposes. Lbs.....		415,310	
	Malt..... “		105	
	Grand Total.....		45,219,813	6,075,101 18
	British Columbia for six months.....		1,304,483	241,916 38
			46,524,296	6,317,017 56

J. JOHNSON,
Commissioner of Customs.

CUSTOMS DEPARTMENT,
OTTAWA, 27th February, 1879.

RETURN

(24)

To an ORDER of the HOUSE OF COMMONS dated 21st February, 1879 ;—
For a Return showing the total cost of the Standard Weights and Measures purchased for the purposes of the Act relating to Weights and Measures, and also showing the date or dates of said purposes.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 27th February, 1879.

RETURN in reply to an Address of the House, "That an Order of the House do issue to the proper officer, for a Return showing the total cost of the Standard Weights and Measures purchased for the purposes of the Act relating to Weights and Measures; and also showing the date or dates of said purchases."

Date.	Name.	\$	cts.	\$	cts.
1873.					
June 11	Fairbanks & Co., Montreal.....	51	00		
do 23	do do	165	00		
1874.					
Feb'y 20	Sir Joseph Whitworth & Co., Manchester, England				216 00
April 10	Troughton & Simms, London, England.....	269	37		260 36
June 11	do do	543	73		
October 13	do do	511	98		
Nov. 18	do do	208	90		
Dec. 31	do do	1,220	00		
1875.					
April 23	do do	3,731	33		
do 30	do do	3,713	53		
1874.					
October 26	do do £160 0 0 stg.				
do 27	do do 17 5 0				
Nov. 5	do do 10 10 0				
do 9	do do 10 10 0				
do 30	do do 10 10 0				
Dec. 22	do do 25 2 0				
1875.					
March 12	do do 251 12 8			2,778 34	
do 19	do do 1 10 0				
June 15	do do 83 18 2				
Feb. 25	do do £ 2 12 6				
May 23	do do 84 14 9				
June 9	do do 50 7 0				
1877.					
Sept. 3	do do 5 10 0				
1878.					
April 10	do do 76 0 0				
Nov. 1	do do	1,066	84		
1874.					
May 9	L. Oertling, London, England.			147 70	14,191 73
June 1	do do £114 12 6				
do 8	do do 149 12 6				
		114	12 6		
Aug. 5	do do	1,843	85		
Sept. 14	do do £166 2 6			1,961 87	
do 22	do do 836 7 0				
Oct. 26	do do	4,878	71		
Dec. 4	do do £44 10 0				
		9	3 6		
do 24	do do	261	22		
1875.					
Feb. 18	do do £989 5 0			4,814,35	
do 18	do do	5,302	23		
April 8	do do	1,843	25		
May 6	do do	6,436	17		
June 11	do do	5,302	23		
do 11	do do	6,353	34		
do 24	do do	400	25		
July 29	do do	6,450	16		
Oct. 27	do do	6,315	11		
		4,652	53		

RETURN in reply to an Address to the House, "That an Order of the House do issue to the proper officer, for a Return, &c.—Concluded.

Date.	Name.	\$ cts.	\$ cts.
1876.			
Feb. 5	L. Oertling, London, England.....	5,568 33	
Nov. 3	do do	3,685 53	
1878.			
April 25	do do	1,615 73	
May 14	do do	122 27	
Nov. 11	do do	3,766 80	
1872.			
Dec. 13	do do	559 90	
1875.			71,133 82
July 2	Alex. Fleck, Ottawa.....	100 00	
Sept. 2	do	100 00	
1876.			
Jan. 22	do	284 00	
Feb. 17	do	454 40	
April 6	do	397 60	
May 23	do	454 44	
June 30	do	454 41	
Sept. 16	do	918 73	
do 30	do	681 60	
Oct. 31	do	1,192 80	
Nov. 30	do	454 40	
Dec. 31	do	421 74	
1877.			
July 25	do	200 00	
Sept. 28	do	10 00	
Jan. 30	do	119 01	
1878.			
June 29	do	568 00	
Oct. 16	do	284 00	
Dec. 17	do	284 00	
1874.			7,379 09
March 12	W. & P. Avery, Birmingham.....		52 43
1876.			
Jan. 28	Caldwell & Co., Toronto.....		77 40
1877.			
Feb. 2	Rolph, Smith & Co., Toronto.....		78 00
April 21	C. S. Kenyon, do	20 00	
June 11	do do	10 00	
Nov. 14	Henry Pace, Ottawa		30 00
1878.			10 35
May 28	Henry & Co., do		12 00
1873.			
Oct. 9	Collot Frères, Paris, France.....		1,143 67
	Total		94,584 84

(Signed) A. BRUNEL,
Commissioner.

INLAND REVENUE DEPARTMENT,
OTTAWA, 24th February, 1879.

RETURN

(24a)

To an ADDRESS of the HOUSE OF COMMONS, dated 27th February, 1879:—
For all Orders in Council made under and by virtue of the Act 36
Vict., Cap. 47 (respecting Weights and Measures) and the Act amending
the same, between 1st July, 1873, and 27th February, 1879, and all cor-
respondence in reference to the working and carrying out of the said Act.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 14th March, 1879.

RETURN

(24b)

To an ORDER of the HOUSE OF COMMONS, dated 10th March, 1879:—For copies
of all correspondence in connection with the suspension of J. J.
Spettigue, Inspector of Weights and Measures for the City of London
and East Riding of Middlesex, the District Inspector's report, and all, if
any, correspondence as to his re-instatement.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 24th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above
Returns are not printed.]

RETURN

(24c)

To an ORDER of the HOUSE OF COMMONS, dated 19th March, 1879:---For copies of all correspondence, Returns and Statements which have passed between the Inspector of Weights and Measures for the United Counties of Drummond and Arthabaska and the Government.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 24th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(25)

To an ORDER of the HOUSE OF COMMONS, dated 20th February 1879:—
For a detailed Statement of Receipts and Expenditure during the seven
months ending on the 1st day of February, 1879.

By Command.

J. C. AIKINS,

Secretary of State

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 28th February, 1879.

SEVEN MONTHS' Statement of the Receipts

RECEIPTS.	From 1st July, 1878, to 31st January, 1879.		Estimate.
	\$	cts.	\$
Customs.....	6,976,044	69	13,750,000
Excise.....	2,877,696	44	5,250,000
Post Office.....	613,187	75	1,200,000
Revenue from Public Works.....	304,745	60	1,900,000
do Minor Public Works.....	1,150	45	
do Railways.....	576,121	44	
Bill Stamp Duty.....	107,589	27	250,000
Interest on investments.....	188,561	43	800,000
Casual.....	24,415	22	703,000
Ordnance Lands.....	29,532	97	
Bank Imposts.....	1,619	95	
Fines and Forfeitures.....	22,124	91	
Premium, Discount and Exchange.....	60,356	55	
Mariners' Fund.....	18,735	54	
Harbour Police.....	11,624	40	
Emigration.....	2,872	28	
Steamboat Inspection.....	4,400	56	
Insurance do.....	6,103	70	
Gas do.....	1,479	25	
Fisheries.....	3,529	10	
Cullers' Fees.....	20,104	07	
Militia.....	9,625	09	
Penitentiaries.....	23,678	36	
Weights and Measures.....	10,385	06	
Harbour Improvements.....	1,991	90	
Canada Gazette.....	981	89	
Superannuation Fund.....	14,394	22	
Lighthouse and Coast Service.....	625	64	
Dominion Lands, Manitoba.....	13,565	71	
Dominion Steamers.....	664	82	
Military College.....	6,920	79	
Law Fees, Maritime Court, Ontario.....	344	50	
Supreme Court Reports.....	180	25	
Intercolonial Railway Receipts, Suspense account.....	448,675	34	
P.E.I. Railway Receipts, Suspense account.....	32,577	77	
Total Consolidated Fund.....	12,416,606	91	23,850,000
LOAN ACCOUNTS.			
Stocks.....	526,422	00
Dominion Notes.....	526,500	00
Savings Banks.....	3,272,938	08
Investments.....	3,913,999	99
Trust Funds :—			
Indian Fund.....	43,685	46
<i>Carried forward.....</i>			

and Payments of Canada, 1878-79.

No.	PAYMENTS.	From 1st July, 1878, to 31st January, 1879.		Estimates.
		\$	cts.	\$
1	Interest on Public Debt	3,331,414	03	6,908,842
8	Charges of Management.....	114,482	41	182,969
9	Sinking Fund.....	767,570	63	984,374
21	Premium, Discount and Exchange.....		2 37	20,000
24	Civil Government.....	455,828	26	882,674
27	Administration of Justice.....	281,087	66	614,630
28	Police.....	5,622	81	11,000
29	Legislation.....	262,964	69	688,437
30	Penitentiaries.....	163,661	89	322,315
31	Arts, Agriculture and Statistics	7,178	45	47,200
32	Paris Exhibition.....	26,095	18	.....
33	Immigration and Quarantine.....	73,358	65	230,370
34	Pensions.....	72,577	87	102,623
35	Superannuation.....	53,234	49	110,000
36	Militia and Enrolled Forces.....	524,680	46	687,200
37	Mounted Police, Manitoba.....	255,576	81	306,000
39-40	Public Works and Buildings.....	651,180	67	1,113,452
41	Ocean and River Service.....	275,384	50	409,844
42	Lighthouse and Coast Service.....	251,879	66	472,233
43	Fisheries.....	46,300	49	86,500
44	Geological Survey.....	31,266	06	46,050
.....	Observatories.....	38,557	61	50,000
45	Marine Hospitals and Sick Mariners.....	29,209	09	71,000
46	Steamboat Inspection.....	5,889	22	13,990
47	Insurance Inspection.....		15 13	10,000
48	Maintenance of Local Offices.....	3,896	58	.....
49	Sydney Exhibition.....		958 33	.....
53	Subsidies to Provinces.....	3,177,764	34	3,420,863
62	Indians.....	148,293	80	465,611
63	Miscellaneous.....	47,461	44	138,800
65	Money Order Commission	8,891	10	.....
	Charges on Revenue :—			
66	Customs.....	426,322	95	705,836
67	Excise.....	116,033	22	221,540
68	Weights and Measures.....	45,475	12	109,300
69	Dominion Lands, Manitoba.....	38,812	65	94,400
70	Culling Timber.....	32,532	31	77,755
71	Public Works.....	268,901	35	473,265
73	do Railways.....	777,645	84	1,800,000
80	Post Office.....	919,411	02	1,767,000
81	Minor Revenues.....	9,056	44	10,000
85	Inspection of Staples.....	582	68	3,000
86	Adulteration of Food.....	3,147	75	10,000
	Total Consolidated Fund.....	13,750,206	04	23,669,073
101	Redemption of Debt.....	3,909,805	33	7,588,431
135	Savings Banks.....	2,987,641	86	.....
145	Premium and Discount, Loan Account.....	6,715	01	.....
147	Investments.....	1,216,686	66	.....
159	Charges of Management, Loan Account.....	109,500	00	.....
	<i>Carried forward</i> .....	.....	.....	.....

SEVEN MONTHS' STATEMENT OF THE RECEIPTS

RECEIPTS.	From 1st July, 1878 to 31st January, 1879.	Estimate.
	\$ cts.	\$
<i>Brought forward</i>		
Province Accounts:—		
Province Ontario.....	8,080 57	
Open Accounts:—		
Miscellaneous.....	244,004 10	
Other Accounts.....	18,311,218 20	
Post Deposits.....	1,567,923 07	
Banking Accounts.....	17,572,804 51	
Cash Payments.....	58,404,182 89	
	24,361,764 87	
Total.....	82,765,947 76	23,850,000

and Payments of Canada, 1878-79.

No.	PAYMENTS.	From 1st July, 1878 to 31st January, 1879.	Estimate.
		\$ cts.	\$
	<i>Brought forward</i>		
	Trust Funds :—		
163	Indian Fund	400,010 30	
170	Widows' Pensions and Uncommuted Stipend	1,946 58	
	Province Accounts :—		
173	Province of Canada Debt Account.....	14,143 86	
175	do Quebec do	508,800 00	
176	do Nova Scotia do	304,709 05	
177	do New Brunswick Debt Account.	27,962 32	
180	do P.E. Island, Debt Account.....	8,174 00	
181	Special accounts, Ontario and Quebec.....	1,465 29	
	Public Works, Capital :—		
183	Government Buildings, Ottawa	52,614 50	53,100
184	Intercolonial Railway.....	63,934 04	140,000
185	Pacific Railway Construction.....	1,329,467 95	2,949,700
186	do Survey and Engineering.....	123,442 30	
188	Improvements of St. Lawrence.....	127,000 00	
189	Lachine Canal.....	596,594 25	2,000,000
190	St. Lawrence Canals.....	100,784 14	296,000
191	Welland Canal.....	1,133,965 09	2,500,000
192	Other Canals.....	76,500 51	154,100
193	P.E.I. Railway.....	24,521 26	49,000
194	Ottawa Canals.....	170,757 20	561,000
	Quebec Graving Dock.....	5,000 00	
	Open Accounts :—		
201	Miscellaneous.....	167,867 63	
228	Railways.....	459,886 52	
230	Other open Accounts	8,089,548 66	
	Banking Accounts :—		
281	London Cash.....	21,933,288 43	
	Unpaid Warrants.....	1,942,139 96	
	Cash Receipts.....	59,690,058 74	
	Total.....	82,765,947 76	

J. M. COURTNEY,
Deputy Minister of finance.

RETURN

(25)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1879;—
For a Statement shewing the Receipts generally during the twenty
days, from the 1st to the 20th day of February of the present year.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 28th February, 1879.

Statement of the Receipts.

RECEIPTS.	From the 1st to 20th February, 1879.		Estimate.
	\$	cts.	\$ cts.
Customs	1,518,251	57	13,750,000 00
Excise	840,796	86	5,250,000 00
Post Office	79,104	11	1,200,000 00
Revenue from Public Works	6,729	63	1,900,000 00
do Minor Public Works	137	00	
do Railways	137,173	45	
Bill Stamp Duty	11,307	60	250,000 00
Interest on Investments	49,868	60	800,000 00
Casual	472	50	
Ordnance Lands	2,118	28	
Fines and Forfeitures	381	27	
Premium, Discount and Exchange	4,488	88	
Mariners' Fund	1,066	10	
Steamboat Inspection	16	56	
Insurance do	30	68	
Gas do	144	75	
Fisheries	1,061	92	
Cullers' Fees	179	86	700,000 00
Militia	325	49	
Penitentiaries	613	74	
Weights and Measures	950	90	
Marine Hospitals	2,895	67	
Harbour Improvements	276	22	
Canada Gazette	160	00	
Superannuation Fund	75	20	
Lighthouse and Coast Service	1,042	45	
Dominion Steamers	473	58	
Military College	938	86	
Total Consolidated Fund	2,659,053	61	23,850,000 00
LOAN ACCOUNTS.			
Stocks	45,600	00	.....
Dominion Notes	140,000	00	.....
Savings Banks	435,662	00	.....
Investments	153	02	.....
Trust Funds:—			
Indian Fund	85,037	07	.....
Widows' Pensions and Uncommuted Stip	438	54	.....
	120	00	.....
Open Accounts:—			
Miscellaneous	322	55	.....
Other Accounts	720,619	07	.....
Banking Accounts	8,582,258	80	.....
Cash Payments	12,669,264	66	.....

J. M. COURTNEY.

Deputy Minister of Finance.

RETURN

(26)

To an ADDRESS of the HOUSE OF COMMONS, dated 19th February, 1879;—
For copies of all correspondence between the Lieutenant-Governor of Quebec, and the Secretary of State, in 1877, in relation to a Bill intituled
“An Act to provide for the formation of Joint Stock Companies for the maintenance of roads and the destruction of weeds.”

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 25th February, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

REPORT

OF THE

MINISTER OF JUSTICE

AS TO

PENITENTIARIES IN CANADA

FOR THE

YEAR ENDED 30TH JUNE,

—1878.—

Printed by Order of Parliament.



OTTAWA :

PRINTED BY MACLEAN, ROGER & CO., WELLINGTON STREET.

1879.

To His Excellency the Right Honourable Sir John Douglas Sutherland Campbell (commonly called the Marquis of Lorne), one of Her Majesty's Most Honourable Privy Council, Knight of the Most Ancient and Most Noble Order of the Thistle, and Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor General of Canada and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY, --

I have the honour to submit, herewith, for the information of Your Excellency, the Annual Report of the Inspector of Penitentiaries, together with copies of the annual reports of the officers of the Penitentiaries and financial and statistical tables and statements, being for the year ended 30th June, 1878.

I have the honour to be,

Your Excellency's most obedient servant,

JAMES McDONALD,

Minister of Justice.

DEPARTMENT OF JUSTICE,

OTTAWA, 5th March, 1878.

THIRD ANNUAL REPORT

OF THE

INSPECTOR OF PENITENTIARIES

OF THE

DOMINION OF CANADA

FOR THE YEAR 1878.

To the Honourable

JAMES MACDONALD,
Minister of Justice.

SIR,—In accordance with the Act respecting Penitentiaries and Inspection thereof,—38 Vict., cap. 44.—I have the honour to place in your hands my fourth report upon the penitentiaries of the Dominion, under my control and supervision. I have further to submit, the reports of the officers of the penitentiaries, together with such financial and statistical statements as the books, ordered to be kept by them, supply.

It is very gratifying to me to be able to state that, in the several penitentiaries the disciplinary and financial administration has been carried out with results as favourable as the condition and circumstances of the institutions would permit.

You will be pleased to learn that the superior officers, especially the Wardens, Chaplains and Surgeons fulfilled their varied and responsible duties efficiently, faithfully and with an earnestness which bespoke the interest felt by them in their work.

It were proper to state, for your information, that the subordinate officers employed on the staff of each penitentiary, have given satisfaction to those placed in authority over them.

Only once during the course of the year, was it found necessary to hold an enquiry into the conduct of any officer for breach of rule or dereliction of duty. In this single instance the *employé* concerned was reported for alleged neglect which led to the escape of some convicts at Halifax.

When we take into account the instances of inhumanity and brutality, *pur et simple*, towards convicts; of dishonesty, corruption and collusion with prisoners, on the part of officers, and other serious offences in connection with penal institutions elsewhere, that so frequently meet the public eye in the newspapers of the day, there is good reason to rejoice that no such reproaches can attach to the officers employed in the Dominion penitentiaries. So far as it is possible for me to judge, from the sources of information open to me, I affirm that, out of the whole number of officers

—about 180—in the six existing penitentiaries, few are to be found who are unworthy of the position which they hold, or who abuse the trust confided to them. I know none such, and I know no information from the proper officers—the Wardens—that any other than meritorious and competent men are retained in the penitentiary service.

The conduct of the convicts is reported by the Wardens to have been in general, good. It will be seen by the tables that some of the rules, particularly that which enjoins silence, have been frequently violated, but that the offences committed were not of a serious character. It is the experience of our own Wardens and other officers, as well as of those charged with the administration of penal institutions in Europe and the United States, wherein the strictest discipline is enforced, that it is almost an impossibility to exact a strict observance of the rule of silence where convicts are employed in associated labor during the day. To talk and commune among themselves whenever an opportunity offers, no matter what the penalty, is a temptation which few convicts can resist. It is human and natural. The limited number of officers on the staff of each penitentiary, precludes the possibility of that close surveillance which might diminish, but not wholly prevent, the frequent infraction of the rule of silence. On this subject the Warden of Kingston Penitentiary thus writes:—

“It is supposed that, under this system convicts work together in silence by day and occupy separate cells by night; but association without intercommunication involves a simple impossibility. The history of each criminal soon becomes as well known to his fellows under this system as when silence is never thought of.”

The R. C. Chaplain of St. Vincent de Paul Penitentiary, referring also to this point in his excellent report, says:—

“I have said before, and I repeat it here, isolation through the silent system is impossible. This law exists only on paper. As long as you mix the convicts together they will converse. To ask an absolute silence and expose them at the same time to the temptation of conversing with each other, or to set them to work side by side, I consider is asking more than we have a right to ask; it is unnatural, and seems impossible to carry into effect.”

It is not to be inferred from those remarks that the Warden and Chaplain would abrogate the rule of silence. Far from it; they know too well its value. It underlies essentially prison discipline. Abolish or even relax the rule ever so little, and it were easy to conceive the result,—a babel of noise and confusion. The object which these officers desire to attain is, to show the difficulty amounting almost to an “impossibility” there is in maintaining silence. It consequently follows that some improvement in our system is necessary. In what should this consist? The Warden of Kingston Penitentiary, whose judgment, experience and practical turn of mind, should lend weight to his opinion,—asserts his belief “in the separate and individual system of prison management,” in pursuance of the Pennsylvania separate (not *solitary*) plan. In this view I concur. But Mr. Creighton realizes the difficulty adverted to in my last report, of adapting our penitentiaries so as to render them suitable for the introduction of the separate system. The continued financial depression excludes the expectation for the present time at least, that the Government will be in a position to remedy in a permanent and effectual manner the only serious defect in our system—want of isolation. Something, however, should be done, and something can be done, without any considerable additional outlay, to produce a deterrent effect upon that class of criminals in the penitentiaries, designated by the R. C. Chaplain of St. Vincent de Paul Penitentiary, as “incorrigibles.” The pernicious influence of such characters cannot be exaggerated. Habituated themselves to a life of infamy, callous to every sentiment of morality and rectitude, they delight in relating their evil deeds and experience to others who may be mere tyros in the ways of wickedness and sin. It is not difficult to forecast the effect of such intercourse. Those who were, if possible to remove them from all contact with their bad companions, might become reformed and useful members of society, are led to have a morbid admiration for their more guilty associates, and to entertain the desire to rival if not to excel them in their

vicious exploits. It is, therefore, of paramount importance, in order to prevent the penitentiaries from being any longer nurseries of crime, and thereby to do much towards diminishing crime outside, to separate the hardened and habitual wrongdoers from the orderly and well disposed prisoners. How is this to be done? I pointed out the way in my two last reports. Let me, here, briefly refer to it again. Extensions are being built at St. Vincent de Paul. The enlargement of the new penitentiaries for the Maritime Provinces, in Manitoba and British Columbia, must be carried out immediately. In accordance with the plans of all these buildings, one wing could be set apart, having roomy and lightsome cells wherein those bad characters could be placed in separate confinement and then perform their allotted daily labour. When the convicts belonging to the Province of Quebec have been removed from Kingston Penitentiary, one of the wings of that institution could be altered for the same purpose. In this way, each penitentiary would include, as it were, a penal prison that would afford the Warden the means of checking the spread of corrupting and demoralizing influences. The very fact of there being such an adjunct to the penitentiary would have an excellent effect. The dread of separate confinement, for any length of time, in general would, no doubt, tend greatly to restrain the propensity to do wrong. By carrying into operation this proposed plan, the separate confinement, which every convict should undergo for a certain period after entering the penitentiary, can be more effectually and beneficially accomplished than at present. The advice and instructions of the Warden and Chaplains, it is certain, would produce a better and more lasting effect both on the new comers and the "hard cases," being administered at a time when thought and reflection have free and undisturbed current, rather than amid the distractions of association. Hence, fortified with the opinions of those who have given the subject prolonged and serious thought, superadded to my own convictions, I beg most earnestly to urge upon your attention the pre-eminent necessity of making some such provision for a system, limited though it be, of separate confinement as I have suggested.

Taking our penitentiaries as they are, and considering the great drawback just noticed, I reiterate the statement contained in last report, viz.:—"They continue to be administered very successfully and satisfactorily."

I would again ask leave to call attention to a great disadvantage under which the Inspector and the Wardens of the two principal penitentiaries labour. I refer to the fact of their being debarred the opportunity of visiting, from time to time, some of the penal institutions in the neighbouring States, which have attained celebrity on account of their superior management. To dwell upon the benefit that would accrue from a careful study of the systems in operation were needless. It is apparent, though we may fairly take credit that our penitentiaries are, on the whole, administered with a commendable degree of zeal and efficiency, still some improvements could, no doubt, be introduced from kindred institutions. There may be certain features in our system that could, perhaps, be adopted with advantage, in one or other of the State prisons; and, *a pari*, we might profitably copy in many respects from their plans of government. It is, I am informed, the custom of the officials appointed by the Government of each State to direct the administration of penal prisons to visit periodically other like institutions, outside the limits of their own jurisdiction, for the object above mentioned. Would it not be worth while to make the same experiment in Canada? The expense annually for this purpose would not be much when compared with the good results that may be reasonably expected to follow.

In this connection I feel called upon to express regret and surprise that the Dominion had no delegate at the great International Prison Congress, held at Stockholm early last fall. Is this the consequence of apathy or economy? In either case it does not appear creditable to Canada to have been unrepresented. The name of a certain gentleman was spoken of as having volunteered his services as Commissioner to the Congress without any expense to the country. Few, indeed, could have graced the mission so well by ability and personal character. At the same time, I hold that the object which should be had in view in sending a delegate to the

Congress would be better achieved by the appointment of an officer connected with penitentiary administration. It is evident he would bring to the accomplishment of the duty assigned to him more experience, and more practical knowledge than anyone not having had these advantages. Moreover, it may be properly inferred, that by reason of his relations with the subjects considered and discussed, on account of his position, he would be more likely to treasure up every noteworthy item of information for the benefit of the institutions which he had been commissioned to represent than any outsider. When other countries of far less importance than Canada, as to relations with the outside world, extent of territory or population, felt so deep an interest in the London and Stockholm Congresses as to send one or more Commissioners, I may be excused for having expressed surprise that we had no representative on either occasion, and for recommending the appointment of a delegate to the next International Congress.

The subject of the suppression of crime is one that engages considerable attention in every civilized country, and especially when taken in connection with the future of criminals. It must have been always a source of deep regret to all good people, that when once the sentence of a criminal is "worked out" his punishment has not been worked out at the same time. The real punishment of a criminal begins after he has been punished—an anomaly which certainly calls for reformation, and which is discreditable to a Christian country. A judge might be supposed to say to a criminal:—"The sentence of the court is that you be kept in penal servitude for ten years; that after that time you be held up to the abhorrence of all respectable members of society; that you be turned out of every employment you may obtain the moment when it is known what you have been; and because you have worked out your sentence and rendered justice to the law, and made atonement for the scandal you have given, therefore, you be hunted down as an impenitent sinner who has not made any atonement whatever." The logic of this justice is as difficult to comprehend as its heartless malignity and pride. There is the assumption that punishment once suffered entails its necessary continuance for ever. Now, in a Christian country it ought not to be accounted a *new* crime that a man has made atonement for an *old* one. To say that it ought to be is to subvert the Christian code, which makes repentance equivalent to innocence. We should hold, first, that the severe judge of a penitent can himself be no Christian at all; and we should hold, secondly, that for stupid cruelty and barbarity, such a judge ought to be accounted uncivilized. Moreover, what is the pursuit of these "just judges," and avengers, and pure angels, of the returned convict? It is this: that the returned convict is driven again into crime, because society will not give him honest work. It is of common occurrence that returned convicts, who were reformed and well-intentioned, have been compelled to commit crime so as to live. On whose shoulders lies the burden of the renewed crime? On the shoulders of those who, aping the justice of the heathen gods, eliminate charity from their justice. Such men are not Christians, and what is more, they are the enemies of the State in feeding its prisons with *their* victims.

I mention with pleasure the fact that a society has been formed at Toronto for the friendly surveillance of discharged prisoners from the common gaol and Central Prison, quite distinct from that police supervision which is often more cruel than was the prison. The idea may be a good one; for if, say, a hundred persons of known position and character in each Province, would combine to give employment to returned convicts, it is beyond question that not one convict in a thousand would be insensible to the generous aid. Then, after a lapse of a few years, let a testimonial be given from the employers, which the new-tried returned convict might keep; and let "society" discharge him from the debt to itself, and wipe out all memory of the past. This is not simply theorising, but speaking of a project which would be a boon both to society and to its offenders. As it is, I repeat, it is a miserable fact that many returned convicts are annually driven to new crimes by the extension of their punishment for all time. They cannot rid themselves of that incubus of the past, which not only weighs heavily on their peace, but which annihilates their hope of recovery. They are what they were and they will be what

they are, because society is too pure to forgive—that white virgin, society, being so distressingly immaculate, that the bare mention of past offence makes it shudder! We all know that the real philosophy of the malice is to be expressed in some such formula as this: that society, being interiorly rotten, must exteriorly wear a sensitive front; and that since sins are only vulgar when the criminal code has condemned them, propriety must show its breeding by cruelty. Apart from such sarcasm—which is not more bitter than just—we fall back on the strict merits of the condemned to say, they are entitled, religiously and naturally, to the best opportunities of recovery. There is an assumption, unhappily, and it has very good ground, that a returned convict has been spoiled by his punishment; that though his crime might have been spasmodic, and therefore pardonable, his penalty has made him a scoundrel. There may be good ground for this estimate. A prison, as a rule, is debasing and hardening, and its associations are by their very nature injurious. It is manifest that sublime charity lies at the root of all justice; and that a system of justice which excludes sublime charity is a system which is not just but unchristian.

Practically, cannot a society be started in each Province for the rescue of returned convicts? "Every man will become what you assume him to be," may not be a maxim which will stand criticism; but that the majority of returned convicts would become good men, if they were treated as willing to become so, hardly admits of a doubt. Even if one returned convict was kept straight by being presented with a *locus penitentiae*, the institution of the society referred to would be justified and fully repaid. We have only to consider that every criminal, who is imprisoned for a limited number of years, will probably be "returned upon society" so soon as his sentence is worked out, and we realize that many hundreds of such persons must be always "living somewhere and somehow" throughout the country. As men who have a quarrel with society, such a host must be exceedingly dangerous; but, as men who are propitiated by charity, they would not be a source of anxiety. For our own sakes and for theirs, we should do wisely to save them from the consequences of their own irritation. A systematised charity for the employment of returned convicts, conducted with prudence and magnanimity, would provide homes, or at least maintenance, for those who, at present, find it absolutely impossible to live. Temporary shelter and bread for a few months might precede an independent career. Many employers could take into their service—and this without publishing the facts—persons who were recommended by authorities as reliable and deserving of pity. There would be less fear of such men going wrong than of many who had never suffered for crime. Their inducements to honesty would be paramount, since they had tasted the fruits of its opposite. Nor could any higher charity be practiced by those who esteem themselves philanthropists. At some of the penal institutions on the Continent of Europe the most scrupulous care is taken to veil the names and antecedents of criminals, so that when they return into the world they may not be disgraced, and may have the best possible chance of starting afresh. This is Christian; it is also most politic. No good is done to anybody by multiplying miseries or throwing up obstacles to reform. The more we can diminish the incitements to evil the better for ourselves and for the hapless. The project suggested is worthy the consideration of good men who might, with little cost, and without any real risk, associate themselves to save convicts. It is equally feasible and quite as benevolent and Christian as our efforts in other directions. From an interested standpoint, the appeal in behalf of the returned convict should touch us more sensitively, and be responded to more liberally, than the many that are annually made in favor of the benighted idolators and heathens of Cochin-China or the islands of the South Pacific. The returned convict has a soul to save as well as those far-away objects of our charitable zeal. He is at our door; we have not to traverse the wide ocean or distant lands in search of him. He is, moreover, our fellow-subject—our fellow-Christian. Will nothing be done to save him from relapse, to encourage him to lead a new and better life, in reality to "snatch a brand from the burning?"

Crime, I regret to say, has been on the increase since my last report. This is chiefly attributed, and I think with good reason, to the financial depression that prevailed all over the Dominion, and the consequent dearth of employment.

The convict population in the several penitentiaries on the 30th June, 1877, and on the 30th June, 1878, was as follows:—

	30th June, 1877.	30th June, 1878.
Kingston.....	695	726
St. Vincent de Paul.....	225	259
St. John.....	71	76
Halifax.....	71	70
Manitoba.....	19	28
	1,081	1,159

This shows a total increase of 78 during the financial year, 1877-78.

I beg to refer, for detailed information, to the reports of the Chaplains, Surveyors, Matrons and Schoolmasters; also to the returns and tables accompanying the reports of the wardens, on the revenue and expenditure, debts, claims, general summary of labour, movement of convicts, criminal statistics, punishments, officers employed, &c., &c., in the different penitentiaries.

KINGSTON PENITENTIARY.

I visited this institution on the 1st July, 1877, to receive along with the Warden, the criminal lunatics from Rockwood Asylum, upon the transfer of that establishment to the Ontario Government. One female and twenty male patients were removed. The Warden made temporary provision for their accommodation in the lower ward of the hospital nothing was left undone by the chief officer to insure their comfort and proper care. In a short time they became more than reconciled to their new quarters, and appeared to appreciate, very much, the change. They have been constantly and skilfully attended by the Surgeon, Dr. Lovell. A large share of additional duty has been entailed upon the Surgeon, together with loss of time, from the outside practice of his profession, in consequence of his having taken charge of the insane convicts. I have much pleasure in testifying to the cheerful zeal with which Dr. Lovell has acquitted himself in regard to his increased duties in the penitentiary, which have been performed up to this date without any increase of salary.

The Penitentiary Asylum is progressing slowly towards completion, on account of the stonecutters having been nearly all employed in preparing stone for the Military College. This work should be pushed forward with all possible despatch. In case a contagious disease should break out—a contingency that may happen any day—the hospital would be required, and the difficulty of providing elsewhere in the penitentiary, with its present large population, for the insane, would be very great. Fortunately, the health of the prisoners has been so good that no inconvenience thus far, has resulted from the hospital having been used as an asylum in part, *pro tem*.

I made a semi-annual inspection in September.

The conduct of the convicts was reported to have been good, and no complaint was made against any officer.

Large gangs of men were employed in the quarries and upon the farm recently purchased, which is referred to at length in the Warden's report. The prison workshops, dining-hall, chapels, cells and other portions of the penitentiary were clean and thoroughly ventilated.

The sanitary condition was all that could be desired, no death having occurred during the year.

I made my second inspection in June last.

There were several cases of typhoid, but none of a dangerous type. Owing to the defective construction of the sewers, the opening of the main drain being to some

extent lower than the surface of the water in the bay—the frequent outbreak of zymotic diseases might be apprehended, were it not for the watchfulness of the Warden in having the drains cleared out very often. To obviate this disagreeable work and the incursion of contagion, it were advisable that something be done to improve the drainage.

The restoration of the burnt building still progresses slowly. I instructed the Warden to impress upon the clerk of works the great necessity of completing the asylum for the permanent accommodation of the insane lunatics. It will take another year to finish the work.

The improvements on the new farm have been extensive and substantial. A great deal of work was done during the winter, the winter having been favourable for out-door operations. The Warden took advantage of the mild season to cut down the timber on the land and prepare it, by means of a portable saw-mill, for fencing and other purposes. A thorough system of drainage was completed in the winter, so that all was ready for tillage when the spring opened. A substantial and well-built fence, 6 feet 6 inches high, a large quantity of lumber for penitentiary use, and about one hundred cords of wood for generating steam—all valued at about \$1,200—came from the timber that grew on the farm. At my last visit there were 112 acres under cultivation. It is expected that in the course of a few years, the farm will supply all the potatoes and other vegetables, as also the forage required for the use of the institution. On account of the large increase in the yield of farm produce a new barn will be necessary; it can be built at a trifling outlay of money, the stone lime, lumber and labour being all available.

I cannot too highly commend the untiring and successful efforts of the Warden in providing employment for so large a number of convicts, and this, too, without having any contract for prison labour outside the limited orders executed for the Government. To dwell upon the desirability of having these orders multiplied were needless. I would advert again to the fact that, in England, a large share of the work required by the Government in the vicinity of penal prisons is performed by convict labour. Were this rule followed out in Canada, the prisoners could be employed to realize a revenue which would go far towards making the penitentiaries self-sustaining. Among the industries which could be carried on at Kingston Penitentiary are those mentioned in my report for 1877, viz: the manufacture of castings for the rolling-stock of the railways under Government control; of box and flat freight cars; and of the blankets and clothing required for the use of the militia, the North-West Mounted Police and for the convicts of the Dominion. With limited renumerative labour, the revenue must be limited in a corresponding ratio; and with increased convict population penitentiary expenditure increases in porportion.

The school is well attended, and many leave the penitentiary every year who derived great benefit from the instructions which they received during their imprisonment.

The library, also, is a source of much good.

The female prison is successfully conducted by the Matron and her assistant, under the direction of the Warden.

SAINT VINCENT DE PAUL.

I made a short visit here between the 18th and 21st July, 1877, to arrange about the transfer of convicts to Kingston Penitentiary, and to have the quarries examined, representation having been made by the Department of Public Works that they were likely to become soon exhausted. I caused several test pits to be made, on the result of which experiments the Warden reported that the quarryman who has had a long practical experience, assured him the stone for building purposes would not give out for many a year at the present rate of consumption.

I made a regular inspection in November and December, 1877. During this visit I consulted with the Warden and Mr. Bowes, architect of the Public Works, about the erection of one of the wings. It was decided to commence the work in the

following spring,—cells to be provided for 132 convicts, making the total number of cells 369. The two remaining wings can be readily and expeditiously built when the convicts, for whom room is being provided, will have been removed from Kingston.

The number of convicts confined here in December was 264, or 27 in excess of the number of cells. The surplus prisoners were placed in the hospital and in the dungeon cells.

A new forge has been built, which was much needed. It affords great facilities for executing the large amount of work required in that department.

The farm has been much improved, the land near the quarries having been drained and cleared of scrub and boulders.

The tramway from the quarries to the penitentiary was under construction. The rails and ties have been bought and delivered. It was thought necessary to acquire two small parcels of land adjoining the Monté Road, through which the tramway must pass. I recommended the purchase which has since been made.

A large stone barn has been erected which is capable of containing the produce of the farm, having a root-cellar underneath, wherein the requisite supply of vegetables can be stored.

A fire occurred on the 6th August 1877, which destroyed the barn and its contents, the stables and fourteen horses, the piggery, all the farm tools, waggons, sleighs, harness and a large quantity of forage. The total loss must have reached about \$10,000. The fire was supposed to have been the work of an incendiary. An enquiry was held by order of the Government, presided over by the official Coroner. Nothing was elicited on the inquest to throw any light upon the cause or origin of the fire. The officers of the penitentiary were exonerated from all responsibility and blame.

For greater security and convenience the new stables have been placed within the boundary wall.

I paid another visit in May, 1878, when the Register showed 276 convicts.

The new wing has been commenced, and two large gangs of masons were employed on the building.

The discipline was well enforced; cleanliness and order prevailed; the prisoners were industrious, and the Warden had no case to submit for enquiry or reprimand.

The health of the convicts has been most favorable; two deaths occurred in the course of the year.

The hospital is badly situated and ill-adapted for the purpose intended, on account of the excess in number of prisoners. As a matter of precaution and necessity a new hospital, after the plan of the one at Kingston, should be built in an isolated position as soon as possible.

The number of convicts transferred to Kingston Penitentiary during the year under review was 64, viz., 39 on 24th December, 1877, and 25 on 24th June, 1878.

The Warden, in his report, suggests that a more official and substantial mode of accounting for the earnings of convicts be adopted, as he considers the actual cost of maintenance does not meet the public eye in its true light. He is of opinion that the value of convict labour employed in works carried on by the Department of Public Works ought to be credited to the Penitentiary, such works being generally executed under contract and provided for in the appropriation asked for in the annual estimates of that Department. It appears proper that the actual value of convict labour thus bestowed, having been fairly estimated by a competent officer of the Public Works, should be credited as so much revenue to the penitentiary, and taken into account when calculating the annual expenditure for maintenance. This is done in other countries. I cannot see any good reason why the Dominion Penitentiaries should be placed in a more unfavourable light, in this respect, before Parliament and the country than similar institutions elsewhere. The labour of convicts employed by the Public Works Department goes to capital account, and it seems reasonable that the Warden of the penitentiary, where it is so availed of, should receive a fair compensation for it, just as he would if stipulated for by an

outside contractor. It is true that in the returns and tables which accompany the reports of the Wardens the value of convict labour is charged; but in the Public Accounts no credit is given, unless for the cash revenue returned to the Receiver-General. This places the Warden's administration at a disadvantage before the public.

It is expected that the new wing will be ready for occupation in the course of the summer.

ST. JOHN PENITENTIARY.

The first semi-annual inspection was made in August, 1877; the second, in May, 1878.

As on all former visits for the last six years, the penitentiary was overcrowded. This was notably the case since the fire, a calamity which increased the number of short term prisoners. The number of cells in the male prison is 88, yet 163 convicts and common prisoners were registered on 15th August, 1877. Of these no less than 75 were packed away on the top of the prison block. The danger of epidemic during the very hot weather was imminent. The Surgeon has often expressed his apprehension on this head. The risk of a lower depth of demoralization than the unfortunate inmates have already reached, cannot be over-rated. This can be realized upon considering the large number of evil-disposed persons that are brought into close contact and association, under cover of night, when strict and continuous supervision cannot be exercised owing to the limited number of the staff. As it is intended to have fewer short-term prisoners in future, and it being probable that the new penitentiary at Dorchester will be completed before the expiration of another year, I shall not dwell at further length upon the exceptionable condition of this penitentiary. I hope the early removal of the convicts will obviate the necessity of referring again to a subject which demanded prominence in every report I have had the honour to lay before the Minister of Justice. It were difficult to find anywhere a common gaol, not to speak of a penitentiary or state prison that could present the objectionable features which the excessive over-crowding, and the indiscriminate co-mingling of convicts in this institution have produced. It is due to the staff to say that, despite all the disadvantages which exist, their efficiency and vigilance have been exercised with commendable success in maintaining order and discipline to as great an extent as could be reasonably expected.

The sanitary state of the prisoners and officers, considering the excess of population, has been satisfactory.

The conduct of the convicts has been reported by the Warden as unobjectionable, that of the common prisoners, for some time, as indifferent.

The sale of the manufactured articles, viz.: tubs, pails and brooms, which was very brisk for some months after the fire, has fallen off to a great extent. This is accounted for by the large supplies imported from the States. Were the duty raised the revenue of this and Halifax Penitentiary would be, doubtless, much increased.

The land belonging to the penitentiary has been still further improved and its value enhanced by the labour and manure expended in its reclamation.

The school is efficiently conducted, and with the aid of the library, exercises a good effect upon the conduct and character of the convicts.

The female prison is administered very successfully by the Matron, who has had a long experience in her department. I have always found it clean, well aired and in good order. She reported the conduct and industry of the convicts and common prisoners to be good. One insane convict was removed to Kingston Penitentiary during the year.

A common prisoner named Thomas Shevlin, escaped along with convict John Martin on the 3rd October, 1877. In attempting to recapture Shevlin some miles from the penitentiary, he was shot by one of the officers in pursuit, and died in a few hours. An inquest was held; the verdict justified the conduct of the officer.

HALIFAX PENITENTIARY.

I inspected this penitentiary in July, 1877, and in May, 1878.

The conduct of the convicts, except those who attempted to escape, was represented by the Warden to have been very good.

Some members of the staff had violated one of the important rules. Having pleaded ignorance as to the gravity of the offence, and promised that it would never be repeated, in consideration of their former good conduct, I allowed the matter to pass with a severe reprimand and the assurance that it would be brought up in judgment against them in the event of any future transgression.

The health of the prisoners was excellent. Here, also, the school and library are bearing good fruit.

Trade Instructor Halloway, employed for many years in the shoe-shop, was rendered unfit for duty from an attack of paralysis. Having resigned he received the usual gratuity.

The Protestant Chaplain, Rev. Henry Pope, died early in July, 1877, at the advanced age of 89. He officiated at the penitentiary for 22 years and attended to his duties till within a few days of his death. Mr. Pope was earnest and zealous for the reformation and welfare of those entrusted to his ministrations, and was held in high respect at the penitentiary.

Three convicts attempted to escape on the 27th July, 1877. They were recaptured within a few hours by some of the military stationed at one of the forts near the penitentiary, to each of whom a small reward was allowed by the Minister of Justice. No blame attached to any officer.

Six convicts escaped on 17th March, 1878. Through the prompt and active exertions of some members of the Halifax police force, they were all retaken and returned to the penitentiary. A reward was also given in this instance. Guard Kerr was suspended in connection with this escape.

The sale of brooms has declined very much, for the same reason as at St. John. Fairfield Nowlin, a convict, committed deliberate suicide on 20th October, 1877.

MANITOBA PENITENTIARY.

I paid my first visit to this institution in October, 1877.

The Warden had very often in his official letters represented the necessity of an inspection being made both before and subsequent to the occupation of the new penitentiary. The subject was frequently brought before the Department by the Inspector; but until a series of *ordres*, to the prejudice of the Warden, were communicated to the Deputy Minister of Justice, the importance or exigency of an official visit was not realized.

Mr. Thomas Nixon, Purveyor to the N. W. Mounted Police, was associated with me in making the enquiry I was instructed to enter upon. The investigation was as full and searching as circumstances permitted. Nothing to the prejudice of the Warden was brought to light.

I found the penitentiary properly and thoroughly organized. Discipline and order were well maintained. The officers understood their duties and performed them with alacrity and exactness. The conduct of the prisoners, one excepted, was good.

The Penitentiary is situated on a rocky ridge somewhat elevated above the surrounding prairie. The site is known as Stony Mountain.

Though encompassed by fertile land, not more than *seventy* acres of the penitentiary reserve is capable of cultivation; the remainder is stony and sterile. At least 600 acres of good prairie should have been kept for the penitentiary. Had this been done the convicts could be employed at farming, and a great saving might be effected by raising crops and cattle. I recommended about a year ago the acquisition of more land contiguous to the penitentiary, by purchase or such other means

as may be considered proper and feasible. This is all important, since farming is the only employment for the convicts outside the actual work of the penitentiary itself.

One of the serious disadvantages which has resulted from the Inspector not having received the sanction of the Department to examine the building, while in process of erection, is its shamefully defective condition. This might have been obviated had the opportunity of seeing the defects, and of pointing them out to the Department of Public Works in due season, been afforded. The Warden, under my instructions, proceeded from Stone Fort—the old penitentiary—to the new building several months before it was reported as finished, and after having carefully gone through every part of it, made a report to this Department. He mentioned the numerous and glaring defects that may be seen to this day. The attention of the Public Works Department was called to the subject, not only when the contractors had still charge of the work, and when he could be, consequently, compelled to finish it in a satisfactory manner, but repeatedly since that time to the end of the year under consideration. Notwithstanding these reports, the building, with all its faults, was delivered over to and received by the Department of Public Works, whose officer handed it over to the Warden as in good order and suitable for a penitentiary. Anything more unsuited to the purpose for which it was intended, judging by the plan, it were difficult to conceive. The mode of heating is altogether inadequate. When the thermometer ranges from 10° to 40° below zero during the winter, the idea of heating a penitentiary with a few stoves is simply preposterous. The stoves originally supplied were purchased by the Department of Public Works at a cost of \$65 each, and were worthless—except one, they were second hand and dilapidated. The stove-pipes supplied rotted completely through in a few months. The Warden has several times reported that the health of the convicts and officers had suffered severely from the intense cold of the building. The Surgeon, too, has represented more than once the injurious effects produced by the cold. In the original plan provision was made for steam or hot air. An engine or furnace-room has been constructed in the basement, but nothing has been done in the way of pipes, registers, &c., to convey the heat through the various parts of the penitentiary.

The baths, water-closets and sinks are quite useless through want of proper drainage. On the north side of the building a drain was made, at a large cost; but the incline is in the wrong direction, although there was every facility for giving it the proper fall.

The Warden was prostrated for nearly three months; two officers for a shorter period, and one of the children of the late Steward died—the disease in each case being typhoid fever. The Surgeon of the penitentiary and the Physicians who attended the Warden, from Winnipeg, agree in their reports that the malady had its origin in the defective drainage. The Surgeon fears that an epidemic may, at any time, visit the institution and spread among all its inmates, unless immediate steps be taken to improve the sewerage.

The penitentiary was delivered over by the Public Works without having attached to it an out-building worthy of the name. A wooden shanty, used by the Contractor while the penitentiary was building, represented the quarters for the married officers, workshops, stables, fuel-sheds, root-house, barn, waggon-sheds, tool-house, ice-house, &c.

There is no means of extinguishing fire, should such a calamity occur. Within a very short time after the new penitentiary became occupied, an application was made to the Department of Public Works for a certain quantity of hose to meet requirements in case of fire. This was renewed over and over again. No hose had been provided up to 30th June last.

I have observed that the directors of penal prisons in Ireland successfully agitated the disconnection of the Public Works from the institutions under their control, either as regards new buildings or repairs and improvements. If a radical change do not take place in the system which has been in operation under the Public Works since 1874, when the Joint Architects of Penitentiaries, Messrs. Painter and Adams, were dispensed with in that capacity, I apprehend the necessity will arise to advocate

the same thing in Canada. It is hardly too much to say that all such works as are now performed under the Department of Public Works in connection with penitentiaries were as well, as satisfactorily and most assuredly, more expeditiously executed when directed by the Joint Architects, or the Architect who preceded them, under control of the old Boards of Inspectors and Directors.

I recommended the appointment of a practical and experienced farmer and gardener a year since. No action was taken. I still consider such an officer indispensable. Without him the land will not be well cultivated or the convicts properly trained in farming.

It will be necessary to erect a boundary wall to enclose about twelve acres, including the penitentiary and out-buildings; convict labour can be employed in the work. Stone fit for the purpose can be, I doubt not, quarried near the penitentiary. Lime, also, may be conveniently procured. The principal outlay, therefore, will be for tools, blasting-powder, wood for lime-burning, and the salary of a mason instructor. The wall should be commenced early next spring.

BRITISH COLUMBIA PENITENTIARY.

This penitentiary has been built on precisely the same plan as the one in Manitoba.

A sad mistake was made in selecting the site. The building should have been placed on the table-land instead of on the side of the hill where it serves as a dam to oppose the progress of the water, which, in the rainy season, percolates the gravelly soil in volume. The consequence is, the walls in the foundation and in the several apartments in the basement, including a range of cells, are so saturated with moisture that the plaster has become dead and must be replaced.

The defects noticed in the Manitoba Penitentiary are still worse in this institution.

Here, likewise, an engine or furnace room is likely to be a useless appendage for some time to come, as there are no appliances leading from it for heating. All the stovepipes from the prison proper and the drying room lead into one narrow chimney, the only one provided for all the stoves required to heat the corridors surrounding the cells, the basement, dormitory and the drying room. The solitary chimney not being of sufficient capacity, there remains the alternative of discomfort from blinding smoke or piercing cold.

The brick work in the interior is of the worst description, not having been properly burned, if burned at all, for it is said they were baked in the sun, the bricks are mouldering already.

The flooring, doors, surbases and wood work, generally, are of unseasoned timber. The shrinkage is so great that it will be necessary to either replace the flooring to a large extent, or take it up and relay it anew. The tongue has so far parted from the groove as to render the use of soap and water for scrubbing purposes a process not to be attempted, unless to the irreparable damage of the ceilings beneath.

A large number of windows in parts of the building to which convicts have access have been left unprovided with iron bars to prevent escape. Those windows that have been protected are very insecure, because the bars have been inserted in wood.

A board fence of sufficient height and strength to prevent escapes, enclosing about six acres, will be required until the permanent boundary wall be built.

An appropriation has been asked from the Department of Public Works, in the next estimates for workshops, quarters for married officers, the proper heating and draining of the building, and the improvement of the grounds within the penitentiary reserve.

Mr. Arthur H. McBride was appointed Warden of this penitentiary in June last.

It is expected the convicts will be removed from Victoria and New Westminster gaols sometime next fall.

DORCHESTER PENITENTIARY.

The first wing of this penitentiary is being rapidly completed. I am informed by the Chief Architect of the Public Works that it will be ready for the convicts towards the 1st July, 1879.

When the penitentiary was commenced 120 cells were thought to be sufficient for the number of convicts that would be removed there on its being finished, from St. John, Halifax and Prince Edward Island. There were then only 36 at St. John, 38 at Halifax and about 10 on the Island, making a total of 84. A large increase has since taken place, and there is every reason to conclude that not less than 150 will require accommodation at Dorchester upon the inauguration of the penitentiary. From these figures it is manifest that all the convicts of Maritime Provinces cannot be sent to Dorchester until another wing be built. This should be commenced without delay, as along with the insufficiency of cell accommodation, neither dining hall nor chapels have been provided in the present wing.

Taking into account, then, the hybrid character of St. John penitentiary, where convicts and common prisoners are indiscriminately mixed up together, and all its objectionable surroundings, I beg leave to recommend the transfer of all the convicts from that institution to Dorchester.

Assuming what I saw at Charlottetown gaol to be a fair criterion of how convicts are treated on the Island, I would suggest the removal to the new penitentiary of any convicts that may be there, in Summerside, or elsewhere in that Province.

With reference to the convicts at Halifax, I recommend, for your decision, either that the number of convicts for whom accommodation can be had at Dorchester be sent there, or that the full number at Halifax, when the new penitentiary will have been opened by proclamation, remain undisturbed; the excess accommodation at Dorchester to be reserved for convicts that may be sentenced to the penitentiary from the several Maritime Provinces. I am of opinion the latter course will commend itself to your approval, as it will obviate the difficulty and inconvenience that may arise—Dorchester being full—in sending convicts from New Brunswick and the Island to the Halifax Penitentiary.

In consequence of the exposed situation of the penitentiary at Dorchester, and the rigorous nature of the climate in winter, permit me to press the importance of having artificial heat introduced. The great facility of procuring coal for generating steam or hot air, and for repairing the heating apparatus when required, are circumstances which ought to go far to induce the adoption of a plan that will eventually combine economy with comfort and cleanliness.

For the same reason I have to submit once more what I have urged in former reports, that is, the introduction of gas as a substitute for coal oil in such of the penitentiaries where the *material* for its manufacture can be procured at a reasonable cost.

I have labored under serious disadvantage in preparing this report in consequence of constant interruption in attending to the correspondence and other duties of this branch not having had the assistance of a clerk for several months. I, therefore, trust under these circumstances you will excuse all defects and shortcomings.

I have the honor to be, Sir,

Your most obedient servant,

J. G. MOYLAN.

Penitentiaries' Branch,

Department of Justice,

February 28th, 1879.

KINGSTON PENITENTIARY.

REPORT OF THE WARDEN FOR THE FISCAL YEAR ENDING 30th JUNE, 1878.

KINGSTON PENITENTIARY, 1st July, 1878.

SIR,—I have the honor to submit my eighth report of the management of the Kingston Penitentiary, with the usual returns for the fiscal year just closed.

There remained in this penitentiary on the 30th June, 1877, 673 males and 22 females; total, 695.

Received since from common gaols, 215 males and 9 females; from St. Vincent de Paul Penitentiary, 64 males and 2 females; total, 66. Total received during the twelve months, 279 males and 11 females; together, 290. These added to 695, as on 30th June, 1877, make a grand total of 985.

Discharged during the twelve months, by expiration of sentence, 208 males and 6 females; by pardon, 40 males and 1 female; no deaths in the prison hospital, but 1 died in the insane ward; sent to Rockwood on expiration of sentence, 2; escaped, 1; total discharges and deaths, 259; which deducted from 985, leaves remaining in the penitentiary at 12 o'clock p.m., on 30th June, 1878, 700 males and 26 females; total, 726.

The number of convicts on which our estimates for last year were based was 725. The actual average number was 695, thirty convicts less. Over \$7,000 of our appropriation for the year remains unexpended, in consequence of the prison population being less than was anticipated.

The cost per capita of each convict was, for staff, \$60.86; rations, \$44.79; clothing, \$11.18; discharge clothing and allowance, \$8.53; heating, \$9.46; light \$3.74; bedding, 54 cents; sundries, \$5.44; repairs to buildings, \$7.25; total, \$151.79 per head.

The cash and accountable warrants paid to the Receiver-General for prison labour outside the penitentiary proper, amounts to \$43.30 per capita, which reduces the whole cost to the country for supporting these convicts to \$108.50 each.

In September last I was put in possession of the one hundred acre lot of land on the west side of the penitentiary farm. This purchase by the Government will, I am confident, prove most profitable for the penitentiary. The fall and winter were unusually mild and the convicts were able to work out almost every day. The farm was almost wholly void of fences, and had been allowed to run down very much. One-third of the best part of the land was covered with water for nearly one-half the year. This I caused to be cleared and thoroughly drained. The second growth timber, chiefly pine, which had been left on a rocky ridge was cut down, and sawed on the spot for fencing stuff. Cedar pickets were put in the ground and preparations made, as far as possible, for fencing the farm on three sides early in the spring, and getting in as much crop as possible. Besides the farm fencing stuff, there was over one thousand dollars worth of other lumber and wood (see Clerk of Works' statement), which goes into prison consumption. From present appearances, the crops on the new farm, even this year, will be fairly good. When properly manured and brought under proper cultivation, I have no doubt that two years hence we will be able to raise from the penitentiary farm, all the forage and vegetables, except potatoes, which will be required for the prison. The convicts, of course, do all the work, working oftentimes a mile and a quarter away from the prison.

The contract in hand at date of my last report, to furnish dressed and undressed stone for the new Educational Block, Military College, was satisfactorily completed last autumn, and even at the low rates we charged for stone and labour, amounted to \$10,985.

The whole of the iron work and cell-door locks for Dorchester Penitentiary have also been completed. The contract price allowed us for which amounted to \$7,243.

Other Dominion Government work completed and in hand consists of about \$5,000 worth of frogs and switch gear for the Canada Pacific Railroad, clothing and boots for North-West Indians, clothing and boots for North-West Mounted Police, tramway cars for St. Vincent de Paul Penitentiary, clothing for other penitentiaries, and our principal force of quarrymen, stone cutters, and masons, have been employed by the Department of Public Works on the construction of a Criminal Lunatic Asylum, which was partially dropped for a season to enable us to furnish the stone required for Military College building.

In consequence of the non-completion of the Insane Asylum, the insane males received from Rockwood still occupy the lower ward of the Prison Hospital. Fortunately the health of the convicts generally, has been so good that little inconvenience has been felt by this occupation; but, under other circumstances, the consequences might have been very serious. I am, therefore, most anxious that this building should be completed as speedily as possible. There is an implied censure in the Protestant Chaplain's report about the non-completion of this asylum, upon which I may remark that there are only three spare cells in the insane ward, and that when any of these have been occupied, it was not by convicts afflicted with any serious illness. I think, as the surgeon's report shows, that the comparatively few hospital cases is to be attributed to the general good health of the convicts rather than to any other cause.

We have agreed to furnish, free of charge to the Department of Public Works, macadamizing stone for the roadways at Point Frederick, and screenings &c., for a parade ground for the Military College.

Mr. Spencer generally employs about 50 men in the manufacture of locks and light hardware.

The other labour of the convicts is utilized in quarrying and shipping rubble stone chiefly to Toronto, making prison uniform, clothing, boots and shoes, farm work, baking, bookbinding, cleaning &c., and on repairs to prison property, also in improving the same in various ways.

The school and prison libraries are much appreciated by the convicts whose conduct generally, I am bound to say, is all that can be expected in this or any other prison, where congregated labour exists. It is supposed, under this system, that convicts work together in silence by day, and occupy separate cells at night; but association without intercommunication involves a simple impossibility. The history of each criminal soon becomes as well known to his fellows under this system as where silence is never thought of. Even criminal classification under this system, if it were possible here, would not, in my opinion, mend matters. The prison population would simply be divided into classes of crime, each member of his class contributing his own particular experience and aptitude in his special line, and making arrangements for future operations when released. The mere novice in crime soon learns in such classes to adopt the manners and principles of his associates, and by insensible degrees loses his repugnance to their society.

I believe in the separate and individual treatment system of prison management, the principal features of which are: "Separation of the prisoners from each other at all times—moral and intellectual improvement—honest and persuasive efforts to reform and reclaim the prisoners; prevention, by this constant separation from each other, of the evil of contamination, and the prejudicial influence which must arise from the association of the more or less hardened offenders; the prevention by separation of the acquaintance and knowledge which the community of evil-minded persons obtain of each other by association in the place of punishment; the ability which is afforded by the separation of offenders, to individualize the corrective and reforma-

tory treatment best suited to their peculiar characters; the almost certain consequence which results from the separate system, of making those no worse who cannot be made better by the infliction of the punishment they undergo; the addition of all improvement which *experience* and not *mere theory* suggests in the improvement of the moral and physical condition of the prisoners. These are the principles upon which the Pennsylvania separate (not *solitary*) system is based. It is true there is nothing new in it, for more than a hundred years ago Paley, in his Moral Philosophy, chapter on 'Crimes and Punishments,' anticipates this and almost every other so-called modern improvement in the management of criminals. Paley's system may be summed in a few words:—'Separation with labour during confinement, and dispersion afterwards.'"

Taking into consideration the large sum of money which has been expended in the establishment of our present penitentiaries, it cannot be expected that any immediate change will be made. But if crime continues to increase in the future as it has done during the last three years, more prison accommodation will ere long be required; and if that time arrives, I sincerely hope the separate, individual treatment of every convict will be tried.

I am well aware that in the successful management of any prison under any system much depends on the administration. The best system of prison discipline that ever existed may fail utterly under bad administration. So also is it true of a very imperfect system—it may produce good results if it is well administered. Of the good results produced here I will not boast; but I know in my conscience that I do my best to secure them, and that I feel no reproaches of that conscience that I do not perform my whole duty in the position I occupy here, and I hope that all officers under me can truthfully say as much.

I submit with this report the usual returns, which will be found to contain detailed information on almost every matter connected with this penitentiary which can be of any interest to the public.

I have the honour to be, Sir,
Your obedient servant.

JOHN CREIGHTON,
Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Dominion of Canada.

LIST of Returns and Reports submitted with the Warden's Report:—

1. Return of revenue.
2. " expenditure.
3. Statement of debts due the penitentiary.
4. " claims against the penitentiary.
5. Return of officers employed at penitentiary.
6. " Mason Departments.
7. " Carpenter "
8. " Blacksmith "
9. " Farm "
10. " Distribution of convicts,
11. " Pardons.
12. " Deaths.
13. " Re-commitments.
14. " Remission earned.
15. General summary of labour.
16. Movement of convicts.
17. Comparative movement for 9½ years.

- 18. Criminal statistics.
- 19. Punishments male department.
- 20. " female "
- 21. List of convicts sent to Rockwood Asylum.
- 22. Surgeon's report and returns.
- 23. Matron's "
- 24. Protestant Chaplain's report.
- 25. Catholic " "
- 26. Schoolmaster's "
- 27. Return tailor department
- 28. Return shoe "

KINGSTON PENITENTIARY, 30th June, 1878.

REVENUE of the Kingston Penitentiary for Fiscal Year 1877-78.

DR.				CR.		
1877.		\$	cts.	1878.	\$	cts.
Aug. 1	To Bank draft, No. 388, sent Receiver-General			June 29	By Stone and lime.....	5,042 33
Sept. 1	do 510 do ..	1,271	30	do 29	Convict labour.....	4,879 01
do 15	do 551 do ..		316 00	do 29	Blacksmithing*	351 10
do 19	do 565 do ..		694 07	do 29	Gate money	185 95
do 29	do 598 do ..		75 67	do 29	Tailor shop	114 55
Oct. 22	do 677 do ..		157 80	do 29	Matron's workshop.....	62 00
do 22	do 678 do ..		334 31	do 29	Carpentry	38 02
Nov. 1	do 714 do ..		216 02	do 29	Farm.....	6 00
do 24	do 787 do ..		250 00	do 29	Shoe shop.....	5 50
do 30	do 304 do ..	1,266	72			
Dec. 8	do 334 do ..		370 03			
1878.						
Jan. 3	do 400 do ..	183	12			
do 24	do 458 do ..	549	94			
Feb. 2	do 485 do ..	294	35			
Mar. 7	do 569 do ..	206	90			
April 3	do 445 do ..	493	40			
do 22	do 496 do ..	250	00			
May 2	do 10 do ..	166	05			
do 4	do 18 do ..	308	80			
do 16	do 43 do ..	200	00			
June 1	do 82 do ..	299	40			
do 15	do 129 do ..	400	00			
do 27	do 173 do ..	1,300	00			
do 29	do 188 do ..	400	00			
July 2	do 183 do ..	160	12			
		10,634	46			10,634 46

* Of this \$351.10 credited to Blacksmithing is included \$150.00 received from Rockwood Asylum, for three old steam kettles not in use or required in prison.

NOTE.—In addition to above cash receipts paid Receiver-General, a sum of about \$18,727.00 was earned from the Department of Public Works for convict labor on stone-work for Educational Block, Military College, iron-work and cell-locks for Dorchester Penitentiary, and furniture for Military College, which will be carried to credit of the Penitentiary by a transfer warrant same as cash.

EXPENDITURE of the Kingston Penitentiary for Fiscal Year 1877-'78.

Dr.

Cr.

1877-'78.		\$ cts.	1877.		\$ cts.
June 29	To Salaries	41,221 49	July 19	By Accountable Warrant....	600 00
do 29	Officers' uniform.....	1,077 97	Aug. 1	Pay list, July salaries...	3,476 27
do 29	do gratuities	562 41	do 14	(Warrant, J. Noble, wood contract)	1,981 50
do 29	Rations	31,134 01	do 15	Warrant, general accounts.....	4,441 34
do 29	Convict shoe shop.....	2,387 78	do 15	(Warrant, Rathburn, for coal)	2,530 25
do 29	do tailor do	171 91	do 15	Warrant, Contingent account in July	390 20
do 29	do clothing material.....	5,191 90	Sept. 1	Pay list, August salaries	3,445 02
do 29	do ready made clothing.....	23 70	do 17	Warrant do accounts	5,576 66
do 29	do travelling allowance	3,067 00	Oct. 1	Pay list, September salaries	3,445 02
do 29	do discharge clothing.....	2,862 11	do 12	Warrant, September accounts.....	6,775 40
do 29	Chapels	118 12	Nov. 1	Pay list, October salaries	3,445 02
do 25	Library	177 59	do 15	Warrant, October accounts.....	6,016 85
do 29	School	103 41	Dec. 1	Pay list, November salaries.....	3,445 02
do 29	Hospital	470 22	do 17	Warrant, November accounts.....	5,107 68
do 29	Heating—fuel acc.....	6,520 23	1878.		
do 29	do apparatus acc.....	57 00	Jan. 2	Pay list, December salaries	3,445 02
do 29	Light—coal oil acc.....	2,447 22	do 16	Warrant, December accounts	5,603 14
do 29	do apparatus acc.....	158 08	Feb. 1	Pay list, January salaries.....	3,445 02
do 29	Bedding	381 59	do 2	(Warrant, partial payments on saw mill) ...	850 00
do 29	Armoury	52 00	do 16	(Warrant, A. Gunn & Co., coal oil account).....	523 95
do 29	Tinsmith.....	51 02	do 16	Warrant, January accounts.....	4,464 68
do 29	Stationery.....	3 44	March 1	Pay list, February salaries	3,445 02
do 29	Sundries.....	2,057 02	do 15	Warrant, February accounts	6,296 08
do 29	Contingencies.....	1,724 21	April 1	Pay list, March salaries..	3,407 52
do 29	Blacksmithing.....	1,397 38	do 12	Warrant, March accounts.....	3,487 82
do 29	Carpentry	1,125 72	May 1	Pay list, April salaries...	3,407 52
do 29	Masonry.....	210 10	do 13	Warrant, April accounts	4,605 98
do 29	Building material—repairs, etc	1,874 61	June 1	Pay list, May salaries.....	3,407 52
do 29	Maintenance of machinery	435 09	do 22	Warrant, May accounts..	4,671 84
do 29	Material, ac., new buildings	11 71	do 29	do June salaries...	3,407 52
do 29	New machinery	1,320 27	1877.		
do 29	Buildings—capital acc.....	959 02	Dec. 31	Paid at Ottawa on account of farm from Sir J. A. M.....	5,000 00
do 29	Land do	5,000 00	do 31	Warrant paid as gratuity to J. Lauder.....	562 41
do 29	Farm implements.....	485 60	1878.		
do 29	do stock.....	111 15	June 29	Warrant to pay June accounts	7,183 77
do 29	do seeds, etc.....	751 45			
do 29	Quarry, tools, etc	181 50			
do 29	Horses.....	319 00			
do 29	Forage.....	1,515 06			
do 29	Stable implements.....	17 95			
do 29	Harness and waggons	111 49			
do 29	Bank Draft No. 196, being unexpended balance of Accountable Warrant, \$600	57 51			
		117,896 04			117,896 04

Debts owing to the Penitentiary as on 29th June, 1878 :—

Good debts	\$2,380 16
Bad, old and doubtful debts.....	155 05
	<u>\$2,535 21</u>

Claims against the Kingston Penitentiary :—

As on 29th June, 1878.....	\$7,731 26
Amounts subsequently paid.....	7,731 26

KINGSTON PENITENTIARY,
29th June, 1878.

NOMINAL LIST of Officers employed in the Kingston Penitentiary, as on 29th June, 1878, giving Rate of Pay, Age and Date of Appointment.

Name.	Rank.	Salary.	Age.	Date of Appointment.	Remarks.
		\$ cts.			
John Creighton.....	Warden	2,600 00	61	1871, Jan. 1	
John Flanigan.....	Deputy Warden.....	1,400 00	63	1866, Jan. 1	
Michael Lavell	Surgeon	1,200 00	53	1872, Oct. 1	
Donald McIntosh.....	Accountant.....	1,000 00	67	1858, April.....	
Rev. C. E. Cartwright.....	Protestant Chaplain...	1,200 00	41	1875, Oct. 25.....	
Rev. P. A. Twohey.....	Roman Catholic do ..	1,200 00	29	1875, Dec. 18.....	
Henry A. Jones.....	Clerk	700 00	49	1869, May 20.....	
P. O'Donnell.....	Storekeeper.....	700 00	42	1857, June 19.....	
J. B. Mathewson.....	Schoolmaster	600 00	42		
Thomas McCarthy.....	Chief Keeper.....	800 00	42	1856, Dec. 1.....	
Wm. Sullivan.....	Steward	650 00	42	1860, February ..	
Mary Leahy.....	Matron.....	500 00	40	1861, Jan. 15.....	
Mary Rostridge.....	Deputy Matron.....	300 00	52	1870, Feb. 1.....	
Jas. Adams.....	Chief Trade Instructor	1,000 00	45	1869, March 1.....	
Wm. Gemmill.....	Tailor Instructor.....	700 00	62	1870, Jan. 19.....	
Robt. M. Stewart.....	Trade Instructor.....	700 00	54	1871, July 17.....	
Jas. Halliday.....	Hospital Overseer.....	700 00	51	1867, Jan. 29.....	
Michael Leahy.....	Master-Overseer.....	560 00	47	1859, Nov. 1.....	
John Burgess.....	Keeper.....	500 00	57	1862, June.....	
Jas. B. Mathewson.....	do	500 00	42	1859, Sept. 6.....	
Jas. Fitzsimmons.....	do	500 00	41	1859, Sept. 1.....	
Alex. Elsmere.....	do	500 00	49	1859, April 13.....	
Thos. Davidson.....	do	500 00	45	1857, November.....	
Thos. Carter.....	do	500 00	51	1854, Jan. 26.....	
Wm. Coward.....	Baker.....	560 00	64	1878, June 1.....	
John Swift.....	Messenger.....	560 00	64	1835, June 1.....	
Angus Shaw.....	Farmer and Gardner.....	560 00	43	1866, June.....	
Charles McManus.....	Guard	450 00	55	1853, July.....	
Wm. Crawford.....	do	450 00	62	1846, October.....	
Allan McDonald.....	do	450 00	51	1855, April 24.....	
Richard Holland.....	do	450 00	47	1858, May.....	
Bernard McGeein.....	do	450 00	41	1859, March.....	
John Crowley.....	do	450 00	37	1863, Jan. 15.....	
Edward Mooney.....	do	450 00	35	1864, Sept. 27.....	
Nicholas Hugo.....	do	450 00	55	1865, March.....	
George Holland.....	do	450 00	58	1856, April.....	
Michael Brennan.....	do	450 00	35	1865, Oct. 3.....	
Robt. Priestly.....	do	450 00	54	1853, June 21.....	
Wm. McConnell.....	do	450 00	40	1863, April 16.....	
James Lindsay.....	do	450 00	55	1866, February ..	
James Bryson.....	do	450 00	33	1866, June 7.....	
Jeremiah O'Driscoll.....	do	450 00	47	1866, Oct. 10.....	

NOMINAL LIST of Officers employed in the Kingston Penitentiary, &c.—*Concluded.*

Name.	Rank.	Salary.	Age.	Date of Appointment.	Remarks.
		\$ cts.			
Thos. Payne	Guard.....	450 00	55	1866, Dec. 13....	
Edward F. Burke.....	do	450 00	36	1866, Oct. 5	
Daniel Fitzgibbon.....	do	450 00	50	1868, Jan. 1	
Thos. Smith.....	do	450 00	42	1860, March 19..	
John Kegan.....	do	450 00	49	1859, Oct. 18	
Chas. McNeil.....	do	450 00	58	1859, August 18..	
James Evans.....	do	450 00	42	1868, Jan. 18	
James Doyle.....	do	450 00	39	1868, August 8..	
John Scally.....	do	450 00	41	1870, March 1....	
Alex. Miller.....	do	450 00	42	1868, July 22	
Thos. Moore.....	do	450 00	34	1870, May 9	
Jeremiah Dillon.....	do	450 00	41	1871, Jan. 1	
Callaghan McCarthy.....	do	450 00	60	1875, March 1....	
Edward Burke, sen.....	do	450 00	60	1868, June 20	
John Mills.....	do	450 00	27	1875, Oct. 17	
Robt. McAuley.....	do	450 00	36	1868, Jan. 31	
George McAuley.....	do	450 00	39	1876, Oct. 2	
Wm. Lonergan.....	do	450 00	38	1875, Nov. 1	
James Weir.....	do	450 00	29	1876, Oct. 31	
James Mills.....	do	450 00	38	1876, Oct. 2	
Laurence Walsh.....	do	450 00	35	1876, Dec. 18....	
John H. Kilpatrick.....	do	450 00	41	1877, June	
Wm. Hurat.....	do	450 00	39	1877, March.....	
Chas. McConvill.....	do	450 00	32	1877, August.....	
John Merton.....	do	450 00	35	1877, Aug:st.....	
Alex. Atkins.....	do	450 00	21	1878, June	
Harry Woodhouse.....	Teamster.....	350 00	42	1871, Sept. 1.....	
Wm. Chas. Bell.....	do	350 00	35	1877, April.....	
Michael Kennedy.....	do	350 00	22	1872, April 1.....	
John Kennedy.....	do	350 00	24	1877, January.....	

No. 1.

RETURN of Work done in Mason Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Items.	Description.	Days.	Material.	Labour.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	Custom work.....	3,379		3,620 50	3,620 50
2	Military College, Department of Public Works.....	5,505½	544 55½	3,065 79	3,610 34½
3	New Asylum do do	20,457		10,074 47½	10,074 47½
4	Dorchester Penitentiary, iron work do	23		8 05	8 05
5	St. Vincent de Paul Penitentiary, new railroad cars.....	21		7 35	7 35
6	Breaking stone.....	9,521½		3,333 29½	3,333 29½
7	Bracket ground	1,096		384 20	384 20
8	Blacksmiths' department, repairs	188		91 51	91 51
9	Boundary wall do	423	11 25	210 00	221 25
10	Bakery do	8	1 60	4 00	5 60
11	Prison, general jobbing	593½	20 20	287 52½	307 72½
12	Cells, dome and wings, repairs.....	244	30 76½	105 65	136 41½
13	North wing do	46	4 99	16 10	21 09

RETURN of Work done in Mason Department, Kingston Penitentiary, &c.—Concluded.

Item.	Description.	Days.	Material.	Labour.	Total.
			\$ cts.	\$ cts.	\$ cts.
14	Farm department, farming.....	2,310	.....	1,153 70	1,153 70
15	do fencing..... 3,328½				\$1,690 60
16	do improvements, levelling, etc.... 1,976½				972 50
17	do road-making..... 1,642½				892 45
		6,947½		3,555 55	3,555 55
18	Piggery, improvements, etc.....	2,732	106 50	1,277 00	1,383 50
19	Palace street do	1,337½		620 90	620 90
20	Wharf and Point, improvements, etc.	1,008½		501 77	501 77
21	Warden's house and vinery do	223		111 50	111 50
22	Quarrying.	15,214½	149 00	7,607 12½	7,756 12½
23	Railroad track, cars, etc., repairs.....	189		89 25	89 25
24	Stewards' department, preparing food, etc.	476		166 50	166 50
25	do storing coal.....	74		27 05	27 05
26	do repairing gutter.....	8	7 92	4 00	11 92
27	Stable, teaming, etc.....	859		311 85	311 85
28	Stock of cut stone.....	1,325½		682 75	682 75
29	Stone shed	6,542		3,276 40	3,276 40
30	Wood shed, prison yard, general jobbing.....	2,122½		776 10	776 10
31	Carpenter department, flagging.....	43		21 50	21 50
32	Fire engine	47		9 50	9 50
33	Hauling stone on railroad.....	624		312 00	312 00
34	Roman Catholic Chapel, decorating.	20½		7 18	7 18
35	North lodge.....		0 53		0 53
36	Tailor department, repairs.....	18		9 00	9 00
37	Lime kiln.....	104	165 60	52 00	217 60
38	Saw mill, cutting timber of new farm.....	781		390 50	390 50
39	Female prison.....	5		2 50	2 50
	Totals.....	84,516½	1,042 91	42,354 07	43,396 98

No. 2.

RETURN showing Work done on Permanent Improvements by Mason Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Material.	Labour.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	New Asylum.....	20,457	.....	10,074 47½	10,074 47½
2	Farm department, making land fencing, levelling, etc	9,579½	106 50	4,832 55	4,939 05
3	Wharf and Point, grading, etc	1,008½		501 77	501 77
4	Palace street.....	1,337½		620 90	620 90
5	Warden's house and vinery.....	223		111 50	111 50
	Totals.....	32,605½	106 50	16,141 19½	16,247 69½

No. 3.

ABSTRACT Work done in Mason Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Material.	Labour.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	Custom work	3,379		3,620 50	3,620 50
2	Military College, Department of Public Works	5,505½	544 55½	3,065 79	3,610 34½
3	New Asylum do do	20,457		10,074 47½	10,074 47½
4	Dorchester Penitentiary do	23		8 05	8 05
5	St. Vincent de Paul, railroad cars.....	21		7 35	7 35
6	Kingston Penitentiary.....	55,131	498 35½	25,577 90½	25,876 26
	Totals.....	84,516½	1,042 91	42,354 07	43,396 98

No. 4.

STATEMENT showing Cash Returns for Articles and Labour, Mason Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Description.	Quantity.	Rate.	Value.	Total.
		\$ cts.	\$ cts.	\$ cts.
		ft. in.		
Door sills	lin. ft.	455 0	0 40	182 00
do	do	80 10	0 35	28 30
Door steps	do	51 0	0 30	15 30
do	number	10	1 13½	11 35
do	do	1	1 00	1 00
Macadam	toise.	101 7½	2 00	203 28
do	do	5	2 50	12 50
Post sockets	number.	11	0 50	5 50
Window sills	lin. ft.	730 6	0 30	219 15
do	do	403 6	0 35	141 23
do	do	540 0	0 15	8 10
do	number.	8	1 00	8 00
do	lin. ft.	74 0	0 65	48 10
do	do	35 6	0 38	13 49
do	do	117 4	0 40	46 94
Courses.....	do	150 0	0 14	21 00
do	do	220 0	0 15	33 00
do	do	534 0	0 12	66 48
Base course.....	do	363 0	0 28	99 4
do	do	390 0	0 25	97 50
do	do	206 0	0 30	61 80
do	do	91 0	0 26	23 66
do	do	154 0	0 18	27 81
do	do	42 0	0 35	14 70
Cut blocks.....	number.	6	1 00	6 00
Water Lime	pail.	1		0 25
Window lintels.....	lin. ft.	6 0	0 50	3 00
do	do	9 0	0 35	3 15
do	do	36 6		8 26
do	do	78 0	0 40	31 20
Monuments.....	number.	1		10 00
Gravel.....	bush.	942	0 05	47 10
do	do	178	0 06	10 68
Key stones.....	number.	1		1 50
do	do	1		1 25
do	do	1		2 50
do	do	10	0 80	8 00
do	do	65	0 50	32 50
do	do	2	2 00	4 00

STATEMENT showing Cash Returns for Articles and Labour, Mason Department, Kingston Penitentiary, &c.—Continued.

Description.	Quantity.	Rate.		Value.		Total.
		ft. in.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Screenings	bush.	68	0 10		6 80	
do	do	282	0 12		33 84	
Window caps	lin. ft.	25 0	0 45		11 25	
do	number.	22	4 00		88 00	
do	do	13	2 25		29 25	
do	do	22	0 40		8 80	
do ornaments	do	2	1 50		3 00	
Pier caps	do	2	10 00		20 00	
Gate piers	do	2	12 00		24 00	
do	do	2	12 00		24 00	
Fine bases	lin. ft.	494 0	0 60		296 40	
do	do	12 0	0 40		4 80	
do	number.	1	1 87		1 87	
do	do	6	6 00		36 00	
Garden rollers	do	4	4 50		18 00	
do	do	1			2 75	
Grave posts	do	43	1 75		75 25	
do	do	20	2 50		50 00	
do	do	2	2 00		4 00	
do	do	8	2 25		18 00	
do	do	2	2 00		4 00	
Starts	lin. ft.	2 0	0 50		6 00	
Railing posts	number.	13	0 90		11 70	
do	do	23	1 00		23 00	
do	do	6	1 25		7 50	
do	do	1			0 75	
Corbels	do	40	0 15		6 00	
do	do	6	0 20		1 20	
do	do	2	3 50		7 00	
Labour loading "Sovereign"	days.	96		0 54 $\frac{2}{3}$	56 00	
do	do	81 $\frac{1}{2}$			41 00	
do	do	6	0 50		3 00	
do unloading wood	do	164 $\frac{1}{2}$	0 40		65 80	
do shifting moulds in foundry	do	15	2 00		30 00	
do loading iron ore	do	125	84 00		105 00	
do unloading coal	do	147	0 50		73 50	
do loading and unloading iron ore	do	2	1 00		2 00	
do	do	17	0 40		6 80	
do excavating foundation to house	do	105	0 40		42 00	
do headstone	do	105	0 40		42 00	
Rubble	toise.	366	4 00		1,464 00	
do	do	11 $\frac{3}{4}$	3 00		34 00	
do	do	10	1 00		10 00	
do	do	10	2 50		25 00	
do	do	113	3 26 $\frac{1}{2}$		369 90	
do	do	50	3 75		187 50	
do	do	33	3 60		118 80	
do	do	13 $\frac{1}{2}$	1 74 $\frac{1}{2}$		23 62	
do	do	22	3 37 $\frac{1}{2}$		74 21	
do	do	14	1 80		25 20	
do	do	5	4 50		22 50	
do	do	4	1 50		6 00	
do	do	19	1 80		34 20	
do	do	28	3 60		100 80	
Rough stones	number.	26			12 50	
Land marks	do	3	0 25		0 75	
Mortar	bush.	34	0 20		6 80	
do	do	3	0 25		0 75	
do	do	3	0 25		0 75	
Stove-pipe stones	loads.	6	1 25		7 50	
do	number.	2	0 10		0 20	
do	do	1			0 20	
Arch springers	do	12	1 50		13 80	
do	do	12	1 00		12 00	
do	do	4	0 85		3 40	
do	do	12	0 55		6 60	
do	do	4	0 90		3 60	
Ashlar	piece.	1			0 20	

STATEMENT showing Cash Returns for Articles and Labour, Mason Department,
Kingston Penitentiary, &c.—*Concluded.*

Description.	Quantity.	Rate.	Value.	Total.
	ft. in.	\$ cts.	\$ cts.	\$ cts.
Ashlar..... lin. ft.	3 0	0 35	1 05	
do do	22 7	0 30	6 78	
do do	8 0	0 15	1 20	
Soft wood..... cord.	1	3 00	1 50	
Buttress caps..... number.	100	1 25	125 00	
do do	40	1 60	64 00	
do do	71	1 50	106 50	
do do	4	2 00	8 00	
Coping..... lin. ft.	3 0	0 45	2 70	
do do	16 4	0 50	8 17	
Fine sockets..... do	71 4	0 60	42 80	
do do	28 9	0 50	14 38	
do number.	1		0 68	
do do	2	2 19	4 38	
do do	1		1 75	
do do	1		1 20	
Bay windows..... lin. ft.	16 0	0 18	2 88	
do do	14 10	0 30	4 45	
do do	36 0	0 10	3 60	
Flagging..... do	15 0	0 12	3 00	
do piece.	1		1 00	
Moulded string..... lin. ft.	20 6	0 60	12 30	
Corner stones..... number.	4	1 00	4 00	
Belt course..... lin. ft.	52 0	0 30	15 60	
Kerbing..... do	2,670 0	0 22½	600 75	
Common sockets..... number.	21	0 70	14 70	
do lin. ft.	63 10	0 40	25 55	
do do	99 6	0 45	44 78	
do number.	1		0 75	
do lin. ft.	5 9	0 30	1 73	
Candy stone..... do	28 8	0 45	12 90	
Chimney stone..... number.	1		1 00	
do lin. ft.	42 8	0 45	18 90	
Lime..... bush.	440	0 20	88 00	
do do	571¾	0 15	85 75	
Out-stone, Military College.....			11,090 98	
Total.....				\$17,766 22

NUMBER of Men employed 30th June, 1878, as follows:—

Stone cutters.....	103
Masons.....	27
Quarry men.....	50
Labourers.....	58
Yard gang.....	42
Total.....	280

No. 5.

RETURN showing Work done in Carpenter and Trades Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Labour.		Material.		Total.	
			\$	cts.	\$	cts.	\$	cts.
1	Custom work	149	126	78	107	29	234	07
2	Military College.....	2,354½	941	80	1,288	70½	2,230	50½
3	New Asylum, K. P.....	1,866½	933	25	107	05	1,103	30
4	Dorchester Penitentiary.....	237½	204	25	18	09	222	34
5	St. Vincent de Paul Penitentiary.....	163½	66	13	95	24	161	37
6	Tetè du Pont Barracks.....	38½	19	88	24	35	44	23
7	Post Office Department.....	40	20	00	0	40	20	40
8	Department Secretary of State.....	6½	3	25	6	45	9	70
9	Department of the Interior.....	7	3	50	14	39	17	89
10	Militia and Defence, gun cotton account.....	81½	71	63	21	69	93	32
11	Prison, "general jobbing".....	972	486	00			486	00
12	Cells, dome and wings.....	119½	59	75	71	83	131	58
13	North wing.....	131	65	50	70	38	135	88
14	Farm Department	324½	162	25	596	91	759	16
15	Farm, "gates and fencing".....	1,117½	558	75	905	98	1,464	73
16	Water-works.....	45	22	50	7	95	30	45
17	Dry room	3	1	50	3	88	5	38
18	Piggery, "improvements, &c".....	56	28	00	147	10	175	10
19	Hospital.....	42½	21	50	32	35	53	85
20	Wharf and Point.....	22	11	00	15	16	26	16
21	Warden's House.....	161½	80	87	46	63	127	50
22	Quarries	38½	19	75	11	00	30	75
23	Railroad track and cars.....	526½	263	25	94	92	358	17
24	Stewards' Department.....	57½	28	75	42	29	71	04
25	Foundry do.....	11½	5	75	12	73	18	48
26	Steam engine, "car shop".....				7	34	7	34
27	Stable Department.....	60½	30	25	27	04	57	29
28	Mason gang.....	45	22	50	12	79	35	29
29	Stone cutters, "mallets, &c".....	150½	75	25	35	13	110	38
30	Wood-shed and prison yard.....	6	3	00	3	24	6	24
31	Carpenter Department.....	1,266½	633	25	62	13	695	38
32	Wheelbarrows.....	577½	288	62	112	50	401	12
33	R. C. Chapel	9½	4	75	9	86	14	61
34	North Lodge.....	5	2	50	5	44	7	94
35	Tailor and Shoe Department.....	126½	63	25	33	22	96	47
36	Carts and waggons.....	65	32	50	9	03	41	53
37	Saw-mill and engine, cutting lumber.....	185	92	50	22	07	114	57
38	Female Prison.....	43	21	50	15	97	37	47
39	West Lodge.....	1	0	50	6	21	6	71
40	Wash house	14	7	00	17	84	24	84
41	Cooperage.....	748½	374	25	79	61	453	86
42	Patterns	205	102	50	11	33	113	83
43	Stock of tinware.....	172	86	00	212	31	298	31
44	Machine shop, alterations.....	129½	64	75	32	64	97	39
45	Protestant Chapel	5	2	50	4	38	6	88
46	Dungeon	1	0	50	1	02	1	52
47	Blacksmith Department.....	53	26	50	46	93	73	43
48	The Towers.....	2	1	00	0	23	1	23
49	Handles.....	658½	329	75			329	75
50	The Bakery.....	3	1	50	2	36	3	86
	Total	13,106½	6,472	21	4,576	38½	11,048	59½

No. 6.

RETURN showing Work done on Permanent Improvements by Carpenter and Trades Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Labour.	Material.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	New Asylum	1,866½	933 25	170 05	1,103 30
2	Machine shop.....	129½	64 75	32 64	97 39
3	Farm gates, &c.....	1,117½	558 75	905 98	1,464 73
4	Piggery	56	28 00	147 10	175 10
5	Warden's house	161¾	80 87	46 63	127 50
	Total.....	3,331¼	1,665 62	1,302 40	2,968 02

No. 7.

ABSTRACT of Work done in Carpenter's and Trades Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Labour.	Material.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	Custom work	149	126 78	107 29	234 07
2	Military College.....	2,354½	941 80	1,288 70½	2,230 50½
3	New Asylum, K. P.....	1,866½	933 25	170 05	1,103 30
4	Dorchester Penitentiary	237½	204 25	1,809 00	2,222 34
5	St. Vincent de Paul Penitentiary.	163½	66 13	95 24	161 37
6	Militia and Defence gun account.....	81½	71 63	21 69	93 22
7	Tête du Pont Barracks	38¼	19 88	24 35	44 23
8	Department of Interior	7	3 50	14 39	17 89
9	Department of Secretary of State.....	6½	3 25	6 45	9 70
10	Post Office Department.....	40	20 00	0 40	20 40
11	Kingston Penitentiary.....	8,162	4,081 74	1,038 82	4,911 47
	Total.....	13,106½	6,472 21	4,576 38½	11,048 59½

No. 8.

STATEMENT showing Cash Returns for Articles and Labour, Carpenter and Trades Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description of Work.	Quantity.	Rate.	Amount.	Total.
			cts.	\$ cts.	\$ cts.
1	Turning.....			2 00	
2	Sundries			151 87	
3	Tinware.....			5 79	
4	Cooperware			10 02	
5	Folding chairs.....	6		11 50	
6	Department of Interior, P. cases.....	8		17 89	
7	Department of Secretary of State, P. cases.....	8		9 70	
8	Military College, furniture, &c.....			4,019 72	
9	St. Vincent de Paul Penitentiary, D.P.W.....			775 56	
10	Militia and Defence, gun account.....			445 92	
11	Tête du Pont Barracks, furniture account.....			44 23	
12	Post Office Department, mail bags.....			20 40	
	Total				5,514 60

Number of Men employed, 30th June, 1878..... 52

No. 9.

RETURN of Work done in Blacksmith Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Labour.	Material.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	Custom work	96	48 00	17 65	65 65
2	Royal Military College	79 ³ / ₄	39 87	14 28	54 15
3	New Asylum, Kingston Penitentiary.....	1,848 ³ / ₄	924 38	1,542 30	2,466 68
4	Dorchester Penitentiary.....	5,602 ¹ / ₄	4,834 01	1,641 80	6,475 81
5	St. Vincent de Paul Penitentiary	302	113 45	508 25	621 70
6	Militia and Defence, gun account ..	174	153 55	199 05	352 60
7	Machine shop alterations.....	58 ¹ / ₂	29 12	14 10	43 22
8	Blacksmith department.....	741 ³ / ₄	370 88	886 83	1,257 71
9	North-west entrance	8	4 00	2 20	6 20
10	Wash house.....	17 ³ / ₄	8 87	26 51	35 38
11	Prison general jobbing	149 ³ / ₄	74 87	162 65	237 52
12	Cells, dome and wings.....	45	22 50	126 19	148 69
13	Tailor and shoe department.....	49	24 50	21 55	46 05
14	Farm department.....	234	117 00	127 66	244 66
15	Farm gates and fencing.....	50	25 00	38 98	63 98
16	Water works.....	339 ¹ / ₄	169 62	10 15	179 77
17	Dry room	2	1 00	15 62	16 62
18	Piggery	110	55 00	85 87	140 87
19	Hospital.....	15 ³ / ₄	7 88	14 97	22 85
20	Wharf and point	13 ³ / ₄	6 75	14 34	21 09
21	Warden's house	29 ¹ / ₂	14 75	9 31	24 06
22	Quarries.....	396	198 00	288 61	486 61
23	Railroad track and cars.....	347 ¹ / ₂	173 75	253 88	427 63
24	Steward's department	358 ³ / ₄	179 37	56 16	235 53
25	Foundry engine	79	39 50	13 12	52 62
26	Carpenter shop engine.....	234	117 00	43 64	160 64
27	Stable department.....	232	116 00	204 06	320 06
28	Mason gang.....	194	97 00	274 59	371 59
29	Stone-cutters.....	665 ¹ / ₄	332 62	901 41	1,234 03
30	Female prison	1 ¹ / ₂	0 75	3 50	4 25
31	Carpenter department.....	43 ¹ / ₂	21 75	47 26	69 01
32	Fire engine	1	0 50	0 91	1 41
33	Wheelbarrows.....	146	73 00	37 59	110 59
34	Sawmill and engine, cutting timber on new farm	60 ³ / ₄	30 37	6 35	36 72
35	Stable carts and waggons.....	130	65 00	67 02	132 02
	Total	12,852 ³ / ₄	8,489 61	7,678 36	16,167 97

No. 10.

RETURN showing Work done on Permanent Improvements by Blacksmith Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Labour.	Material.	Total.
			\$ cts.	\$ cts.	\$ cts.
1	New Asylum.....	1,848 ³ / ₄	924 38	1,542 30	2,466 68
2	Machine shop	58 ¹ / ₂	29 12	14 10	43 22
3	Farm gates and fencing.....	50	25 00	38 98	63 98
4	Piggery	110	55 00	85 87	140 87
5	Warden's house	29 ¹ / ₂	14 75	9 31	24 06
	Total	2,096 ¹ / ₂	1,048 25	1,690 56	2,738 81

No. 11.

ABSTRACT of Work done in Blacksmith Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Days.	Labour.		Material.		Total.
			\$	cts.	\$	cts.	
1	Custom work	96	48	00	17	65	65 65
2	Military College, Department of Public Works.	79 $\frac{3}{4}$	39	87	14	28	54 15
3	New Asylum do	1,848 $\frac{3}{4}$	924	38	1,542	30	2,466 68
4	Dorchester Penitentiary do	5,602 $\frac{1}{4}$	4,834	01	1,641	80	6,475 81
5	St. Vincent de Paul do	302	113	45	508	25	621 70
6	Militia and Defence, gun account.....	174	153	55	199	05	352 60
7	Kingston Penitentiary	4,749 $\frac{3}{4}$	2,376	35	3,755	03	6,131 38
	Total	12,852 $\frac{1}{2}$	8,489	61	7,678	36	16,167 97

No. 12.

STATEMENT showing Cash Returns for Articles and Labor in Blacksmith Department, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Quantity.	Rate.		Value.		Total.
			\$	cts.	\$	cts.	
1	Horse-shoeing.....					6 61	
2	Cast steel	15 lbs.				2 11	
3	Common iron.....	2,523 do				49 78	
4	Brass.....	2 $\frac{1}{2}$ do				0 63	
5	Sett cart tyre.....					0 65	
6	Coal tubs.....	4	2	00		8 00	
7	Sundries jobbing.....					16 35	
8	Dorchester Penitentiary.....					7,243 78	7,327 91

NOTE.—Number of men employed 30th June, 1878, 45.

No. 13.

SUMMARY showing Aggregate Value of work done on Permanent Improvements, Carpenter and Trades, Mason and Blacksmith Departments, Kingston Penitentiary, for the Year ending 30th June, 1878.

Item.	Description.	Mason.		Carpenter Trades.		Blacksmith.		Total.
		\$	cts.	\$	cts.	\$	cts.	
1	New Asylum.....	10,074	47 $\frac{1}{2}$	1,103	30	2,466	68	13,644 45 $\frac{1}{2}$
2	Farm Department, piggery, &c.....	4,939	05	1,639	83	204	85	6,783 73
3	Wharf and Point.....	501	77					501 77
4	Palace Street	620	90					620 90
5	Warden's house, &c	111	50	127	50	24	06	263 06
6	Machine shop			97	39	43	22	140 61
	Total.....	16,247	69 $\frac{1}{2}$	2,968	02	2,738	81	21,954 52 $\frac{1}{2}$

No. 14.

RECAPITULATION of work done by the Mason and Carpenter and Trades and Blacksmith Departments, Kingston Penitentiary, for the Year ending 30th June, 1878

Item.	Description.	Mason.	Carpenter and Trades.	Blacksmith.	Total.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.
1	Custom work.....	3,620 50	234 07	65 65	3,920 22
2	Department Public Works.....	13,700 22	5,717 51½	9,618 34	29,036 07½
3	Militia and Defence, gun account.....		93 32	352 60	445 92
4	do Fete Du Pont.....		44 23		44 23
5	Department of the Interior.....		17 89		17 89
6	do Secretary of State.....		9 70		9 70
7	Post Office Department.....		20 40		20 40
8	Kingston Penitentiary.....	26,076 26	4,911 47	6,131 38	37,119 11
	Total.....	43,396 98	11,048 59½	16,167 97	70,613 54½

No. 15.

RETURN showing Cash Expenditure for Tools, &c., used by Mason, Carpenter and Trades and Blacksmith Departments, for the Year ending 30th June, 1878.

Item.	Department.	Value.	
		\$	cts.
1	Blacksmith.....	965	24
2	Carpenter and Trades.....	342	64
3	Mason.....	276	43
	Total.....	1,584	31

No. 16.
DR. STATEMENT showing cutting down and sawing into lumber the timber on New Farm, and the quantities obtained. Cr.

	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
To 781 days' labour, No. 3 Quarry Gang.....	0 50	380 80				
185 do Guard Hugo's Gang,...	0 50	92 50				
604 do Blacksmith Gang,.....	0 50	30 27				
Materials, oil, wrenches, &c.....		6 35				
Balance to credit of machinery.....		924 04				
						1,443 66
						1,443 66
By Fencing account.....			42,718 sup. ft.			
Saw Mill Building.....			1,902 do	10 00	427 18	
Stock of Hardwood, viz:				10 00	19 02	
Oak.....		5,685	do	10 00	56 85	
Elm.....		12,742	do	10 00	127 42	
Maple.....		3,758	do	6 00	22 54	
Hickory.....		76	do	6 00	0 46	
Iron Wood.....		80	do	6 00	0 48	
Birch.....		45	do	6 00	0 27	
Beech.....		1,775	do	6 00	10 65	
Stock of slats.....		19,319	do	10 00	193 49	
do Scantling.....		5,908	do	10 00	59 08	
do Pine Plank.....		2,158	do	10 00	21 58	
do Basswood.....		7,025	do	10 00	42 18	
Stock Lumber for new barn.....		10,246	do	10 00	102 46	
Stock Pine cuttings.....		13,400	do	10 00	134 00	
68 cords mixed hardwood.....				2 00	136 00	
45 cords soft wood.....				2 00	90 00	
Total.....			Total.....			1,443 66

JAMES ADAMS,
Chief Trade Instructor and Clerk of Works.

Dr. RETURN of Income and Expenditure, Kingston Penitentiary Farm, from 1st July, 1877, to 30th June, 1878. Cr.

	\$	cts.	\$	cts.	\$	cts.	\$	cts.
To Seeds, implements and manure								
220 days' horse labour		3		00				
Pigs-feed from dining hall								
Pay of Farmer and Gardener								
do One Guard								
Balance								
			1,348	20				
By 400 bushels beet								
450 do carrots								240 00
300 do parsnips								262 50
1,398 do potatoes								180 00
500 do oats								699 00
300 do peas (marrowfat)								175 00
38 do beans								300 00
300 do onions and leeks								57 00
10,000 head cabbage								1 00
3,000 do celery								600 00
100 baskets lettuce								180 00
Parsley								50 00
Sage								15 00
Savory								18 00
Sweet corn								35 00
8 tons clover								36 00
11 tons hay								132 00
Pea straw								50 00
Oat straw								65 00
8,710 lbs. dead pork								609 70
600 loads manure								180 00
Total								4,134 20
By Balance								666 00

ANGUS SHAW,
Farmer and Gardener.

DISTRIBUTION of Convicts at the Kingston Penitentiary on 30th June, 1878.

How Employed.	Number of Men.
Carpenters	49
Blacksmiths	46
Stonecutters	103
Masons	25
Quarries	51
Laborers	63
Stone piles, stables and bucket ground	42
Railroad	2
Foundry	34
Wash-house	11
Tailors	80
Shoemakers	33
Dry room; infirm, convalescents, etc	29
Dining hall, kitchen and cellars	18
Wings	14
Bakery	6
Hospitals—Patients, 15; Orderlies, 4	19
Orderlies in chapels, libraries and mess room	6
North Lodge	1
Point, preparing compost	1
Farm	14
Gardens	3
Lunatics—Male, 21; female, 1	22
Females—House work, sewing, knitting, etc	24
Solitary confinement	4
Convicts just received—not yet employed	6
Number in prison on 30th June, 1878	726

RETURN of Convicts who have been pardoned out of the Kingston Penitentiary during the Year ending on 30th June, 1878, with Crime and Place where convicted.

No.	Names.	Crime.	Place.
1	John Brown	Murder	Lambton.
2	Timothy Murphy	Manslaughter	York.
3	James Lucas	Sheep stealing	Wentworth.
4	Lowell Brown	Malicious injury	Haldimand.
5	John Gribbins	Rape	Algoma.
6	William P. McLeod	Robbery	Welland.
7	Ephriam Rosevear	Forgery	North'berland & Durham.
8	James E. Orr	do	Oxford.
9	Nathan Adamson	do	do
10	Francis Roberge	Post office robbery	Carleton.
11	John Crosley	Rape	St. Francis.
12	William Lampier	Burglary	York.
13	Tillman Wiles	Robbery	Lincoln.
14	Martin Sawyer	Larceny and burglary	North'berland & Durham.
15	Samuel Caldwell	Larceny	Wentworth.
16	Jeremiah Sands	do	do
17	Alexander Lawrence	Burglary	Algoma.
18	Charles Scott	Larceny	Middlesex.
19	John Gillespie	do	Wentworth.
20	Warren Spohn	Burglary	do
21	Francis Teven	Arson	Ontario.
22	G. W. Johnson	Murder	Kent.
23	James Donohoe	Bestiality	North'berland & Durham.
24	John A. Morrisette	Post office robbery	Stormont, Dundas and Glengarry.
25	William Harlow	Larceny	North'berland & Durham.
26	Frederick F. Pole	Forgery	Perth.

RETURN of Convicts who have been pardoned out of the Kingston Penitentiary, &c.—*Concluded.*

No.	Names.	Crime.	Place.
27	Samuel Whitney	Larceny.....	North'berland & Durham.
28	James Ward	Robbery and stabbing.....	Leeds and Grenville.
29	Joseph Heaslip.....	Highway robbery.....	York.
30	James Dolan	Burglary and larceny.....	Lanark.
31	G. Zimmerman.....	Rape.....	Prince Edward.
32	Charles Mills.....	Burglary, larceny, etc.....	Halton.
33	Henry Morris.....	Cattle stealing.....	Lincoln.
34	John Simmanton.....	Forgery and uttering.....	Grey.
35	Stephen Shelley.....	Larceny and receiving.....	Huron.
36	John Fennessey.....	do.....	Carleton.
37	John Graham.....	Rape.....	York.
38	Matthew Cronin.....	Arson.....	Elgin.
39	William Bigg.....	Rape.....	Prince Edward.
40	William Hodder.....	Burglary.....	Haldimand.
41	Jane Peterson.....	Murder.....	Leeds and Grenville.

RETURN of Convicts who have died in the Kingston Penitentiary, during the Year ending 30th June, 1878, with Crime and Place of Conviction.

No.	Name.	Crime.	Place.
1	John Jones.....	Murder.....	Montreal.....

NOTE.—This man died in the insane ward, having been an inmate of the Asylum since 18th February, 1856.

LIST of Convicts who have been re-committed to the Kingston Penitentiary, during the Year ending on the 30th June, 1878.

No.	Names.	1st Re-com- mitment.	2nd Re-com- mitment.	4th Re-com- mitment.	Remarks.
1	Humphrey Ernest.....			1	
2	Phoebe Ann Harper.....	1			
3	Patrick Hart.....	1			
4	Garrison Terry.....	1			
5	Joseph Hamilton.....	1			
6	Charles Schnieder.....	1			
7	John Wade.....	1			
8	Nehemiah Ford.....	1			
9	John McQuinn.....	1			
10	David Kellar.....	1			
11	William J. Jones.....	1			
12	John Wass.....		1		
13	John C. Hughston.....	1			
14	Charles McMain.....	1			
15	Edward McDonald.....	1			
16	Martin Ninham.....	1			
17	James Johnson.....	1			
18	Charles W. Spink.....	1			
19	Cornelius Dalson.....	1			
20	James Walton.....		1		
21	Daniel Kidney.....	1			
22	Henry Basket.....	1			
23	Thomas Brady.....	1			
24	Rosa Blake.....	1			

RETURN of remission of sentence earned by Convicts discharged from the Kingston Penitentiary, during the Year ending 30th June, 1878.

No.		Days Earned.
1	Convict earned.....	0
1	do	7
1	do	14
1	do	15
1	do	17
1	do	18
1	do	29
1	do	24
1	do	33
1	do	36
1	do	39
2	do each.....	41
5	do do	44
4	do do	48
2	do do	51
2	do do	54
3	do do	62
3	do do	64
9	do do	66
11	do do	69
1	do do	70
14	do each.....	73
42	do do	77
6	do do	80
2	do do	86
5	do do	90
1	do do	93
2	do each.....	97
1	do do	103
1	do do	106
6	do each.....	111
6	do do	114
7	do do	118
5	do do	120
6	do do	123
35	do do	128
1	do do	131
1	do do	155
1	do do	172
5	do each.....	180
1	do do	197
1	do do	213
6	do each.....	231
1	do do	233
1	do do	237
1	do do	275
1	do do	280
1	do do	328
1	do do	495

NOTE.—Out of the 214 convicts discharged, exclusive of those pardoned, one earned no remission.—
 The smallest number of days earned was..... 7
 The greatest do do 495

GENERAL SUMMARY of the Value of Labour performed in the several Departments of the Kingston Penitentiary, during the Year ending 30th June, 1878.

Department.	Custom.	Officers.	Government	Other Penitentiary.	Penitentiary.	Totals.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Mason.....	3,620 50		13,148 31½	7 35	25,577 90½	42,354 07
Carpenter.....	126 78		2,263 69		4,081 74	6,472 21
Blacksmith.....	48 00		1,117 80	4,947 46	2,376 35	8,489 61
Tailor.....	216 25	224 85	984 34	118 00	4,220 30	5,763 74
Shoemaker.....	18 55	33 00	682 50	39 00	1,026 67	1,799 72
Farm.....					666 00	666 00
Females.....	66 25				1,910 40	1,976 65
	4,096 33	257 85	18,196 64½	5,111 81	39,859 36½	67,522 00

	Days.	Rate.	Totals.
		cts.	\$ cts.
Bakery.....	2,172	75	1,629 00
Steward.....	5,656	40	2,262 40
Wings.....	4,428	40	1,771 20
Wash house.....	3,178	40	1,271 20
Dry room.....	3,294	40	1,313 60
Hospital orderlies.....	1,240	40	496 00
Foundry.....	15,509½	40	6,203 80
Chapels, orderlies and mess-room.....	1,860	40	744 00
Messenger, north lodge.....	310	40	124 00
Point, making compost.....	310	40	124 00
Garden.....	930	40	372 00
Females, nursing, housework, etc.....	980	40	392 00
			16,703 20
			84,225 20

STATEMENT of Movement of Convicts at Kingston Penitentiary from midnight of the 30th June, 1877, until midnight of the 30th June, 1878.

Description.	Male.	Female.	Total.	Male.	Female.	Total.
Remaining at 12 p.m., 30th June, 1877.....				673	22	695
Received since:—						
From common gaols.....	215	9	224			
St. Vincent de Paul.....	64	2	66			
				279	11	290
Discharged since:—				952	33	985
By expiration of sentence.....	208	6	214			
Pardon.....	40	1	41			
Sent to Rockwood.....	2		2			
Death.....	1		1			
Escape.....	1		1			
				252	7	259
Remaining at 12 p.m., 30th June, 1878.....				700	26	726

CRIMINAL Statistics, Kingston Penitentiary, for Year ending 30th June, 1878.

Race				Occupations			
Description.	Males.	Females.	Total.	Description.	Males.	Females.	Total.
White	269	11	280	Labourers.....	146	.....	146
Coloured	7	.....	7	Blacksmiths	4	.....	4
Indian	3	.....	3	Carpenters	16	.....	16
	279	11	290	Bakers	3	.....	3
				Plasterer.....	1	.....	1
				Spinner.....	1	.....	1
				Masons.....	4	.....	4
				Barbers.....	4	.....	4
				Merchant	1	.....	1
				Gardeners.....	2	.....	2
				Moulders.....	6	.....	6
				Shoemakers.....	13	.....	13
				Farmers.....	10	.....	10
				Tailors.....	8	.....	8
				Machinists.....	3	.....	3
				Painters.....	5	.....	5
				Last-maker.....	1	.....	1
				Book-keepers.....	2	.....	3
				Cigar-makers.....	8	.....	8
				Cook.....	1	.....	1
				Coopers.....	4	.....	4
				Butcher.....	1	.....	1
				Cabinet-makers	2	.....	2
				Clerks	4	.....	4
				Stonecutters	5	.....	5
				Metalurgist.....	1	.....	1
				Tanner and currier.....	1	.....	1
				Engine driver.....	1	.....	1
				Brick layers.....	2	.....	2
				Teachers.....	3	.....	3
				Printers.....	2	.....	2
				Saddlers	3	.....	3
				Lawyer	1	.....	1
				Tinsmith	2	.....	2
				Harness-maker.....	1	.....	1
				Miller	1	.....	1
				Marble cutter.....	1	.....	1
				Tobacconist	1	.....	1
				Traders	3	.....	3
				Females .....	.....	11	11
					279	11	290
Marital				Crimes.....			
Description.	Males.	Females.	Total.	Description.	Males.	Females.	Total.
Single.....	195	5	200	Burglary.....	15	.....	15
Married.....	78	5	83	Horse stealing and lar-			
Widowed.....	6	1	7	ceny.....	4	1	5
	279	11	290	Throwing corrosive			
				fluid	1	.....	1
				Larceny	87	3	90
				Burglary and larceny..	44	1	45
				Felony.....	3	.....	3
				Assault to rob.....	1	.....	1
				Horse-stealing.....	14	.....	14
				Sheep-stealing.....	3	.....	3
				Wounding	9	.....	9
				Highway robbery.....	5	.....	5
				Horse-stealing and re-			
				ceiving.....	1	.....	1
				Killing cattle and lar-			
				ceny	1	.....	1
				Having stolen goods in			
				possession.....	1	.....	1
					279	11	290
Age				Country			
Description.	Males.	Females.	Total.	Description.	Males.	Females.	Total.
Under 20 years.....	56	1	57	England.....	38	3	41
From 20 to 30 years	135	5	140	Ireland	29	1	30
do 30 to 40 do	53	3	56	Scotland.....	9	.....	9
do 40 to 50 do	19	1	20	Ontario.....	109	5	114
do 50 to 60 do	11	1	12	Quebec.....	65	1	66
Over 60 years.....	5	.....	5	United States.....	22	1	23
	279	11	290	Germany	4	.....	4
				Italy	2	.....	2
				Switzerland.....	1	.....	1
					279	11	290
Education				Religion			
Description.	Males.	Females.	Total.	Description.	Males.	Females.	Total.
Read only.....	17	3	20	Catholic	135	1	136
Cannot read.....	63	2	65	Church of England.....	72	5	77
Read and write.....	199	6	205	Methodist.....	40	3	43
	279	11	290	Baptist.....	9	1	10
				Presbyterian.....	21	1	22
				Lutheran.....	2	.....	2
					279	11	290

CRIMINAL Statistics, Kingston Penitentiary, for Year, &c.—Concluded.

Crimes.....			Counties.....			Sentences ...		
Description.	Males.	Females.	Total.	Description.	Males.	Females.	Total.	
Arson	11		11	Prince Edward.....	5	1	6	
Rape	9		9	Ontario.....	7		7	
Accessory to arson.....	1		1	Middlesex.....	14		14	
Counterfeiting.....	1		1	Simcoe.....	9		9	
Embezzlement.....	2		2	Peterboro'.....	4		4	
Forgery.....	6		6	Essex.....	3	1	4	
Cattle stealing.....	10		10	Brant.....	3		3	
Aggravated assault.....	5		5	Storment, Dundas and Glengarry.....	4		4	
Abduction.....	1		1	Waterloo.....	10		10	
Aiding abduction.....		1	1	Halton.....	2		2	
Perjury.....	2	1	3	Lambton.....	11		11	
Shooting.....	4		4	Oxford.....	5		5	
Bigamy.....	1		1	Perth.....	4		4	
Post-office robbery.....	3		3	Grey.....	5		5	
Murder.....	4		4	Lincoln.....	11		11	
Attempt at burglary.....	1		1	Leeds and Grenville....	3	1	4	
Assault to murder.....	1	1	2	Wellington.....	2	1	3	
Abortion.....		1	1	Parry Sound.....	1		1	
Uttering counterfeit coin.....	1		1	Lennox and Addington	1		1	
Blackmailing.....	1		1	St. Vincent de Paul Penitentiary.....	64	2	66	
Robbery.....	7		7	Peel.....	1		1	
Larceny and receiving	2		2	Hastings.....	3		3	
Robbery, forgery and uttering.....	1		1	Bruce.....	2		2	
Receiving.....	3	1	4	Norfolk.....	3		3	
Stabbing.....	1		1	Victoria.....	3		3	
Assault with intent.....	1		1	St. John (N.B.) Peni- tentiary.....	1		1	
Attempt at burglary.....	1		1	Haldimand.....	2		2	
Forgery and uttering.....	2		2		279	11	290	
Assault to rape.....	1		1					
Manslaughter.....	2		2	Sentences ... Two years.....	78	6	84	
Forgery, embezzlement and larceny.....	1		1	do and 1 mo.....	3		3	
Inciting to arson.....	1		1	do 2 mos.....	2		2	
Child desertion.....		1	1	do 3 mos.....	2		2	
Receiving and issuing counterfeit coin.....	1		1	do 6 mos.....	5		5	
Assault and wounding	1		1	do 9 mos.....	2		2	
Robbery and indecent assault.....	1		1	Three years.....	83	2	85	
	279	11	290	do and 1 mo.....	1		1	
				do 3 mos.....	1		1	
				do 6 mos.....	2		2	
				do 9 mos.....	1		1	
				Four years.....	12		12	
				do and 10 mos.....	1		1	
				Five years.....	49	2	51	
				Six do.....	4		4	
				Seven do.....	13	1	14	
				Nine do.....	2		2	
				Ten do.....	5		5	
				Fourteen years.....	1		1	
				Fifteen do.....	1		1	
				Life.....	11		11	
					279	11	290	

SUMMARY of Punishments awarded in the Penitentiary, for the Year ending 30th June, 1878.

Month.	No. in dark cell.	No. in solitary cell.	No. flogged.	No. lashes inflicted	No. admonished.	No. who lost part of remission.	No. deprived of schooling.	No. who lost light.	No. in south wing.	Remarks.
July	10	1	2	84	19	56	6	12	17	
August	8				6	26	6	4		
September	10				4	41	1	2	1	
October	2				3	18			1	
November	2	1	1	12	14	21		8		
December	1	1			2	9				
January	29				8	40		16		
February	13				12	39		7		
March	17				6	42	1	7		
April	12	1				33	1	2		
May	9	1	1	24	6	54	1			
June	11				11	61			4	
Totals	124	5	4	120	98	430	16	58	23	

RETURN of Punishments in the Female Department for the Fiscal Year ended 30th June, 1878.

	Not acted upon.	Ad-monished.	Solitary cell.	Solitary and lost remission.	Number of reports.	Number reported.	Number of Women in prison each month.
July			2		2	2	22
August							22
September							22
October							22
November							22
December							25
January				1	1	1	25
February	1				1	1	23
March		1	1	2	4	3	24
April			1		1	1	24
May							26
June							26
Totals	1	1	4	3	9	8	283

RETURN of Convicts sent from the Kingston Penitentiary to the Rockwood Lunatic Asylum during the Year ending 30th June, 1878.

	Names.	Remarks.
1	William Holley	Insane at expiration of sentence.
2	Alexander Garrison	do

KINGSTON PENITENTIARY,

JULY 1st, 1878.

SIR.—I have the honour to present my annual report for the year ending June 30th, 1878.

The tables appended shew the nature of the diseases treated, and also the number requiring hospital care and attention.

We have been providentially exempted from malignant forms of disease and from epidemics of every kind.

I have the satisfaction of stating that not one death has occurred in hospital during the year—a fact, I believe, unprecedented in the history of the institution, at any rate for many years.

The population of the prison, though unusually large, is very healthy, which, in my opinion, is the best evidence of watchfulness and care by the authorities of the institution. To maintain this very desirable standard of health is hardly to be expected, taking into account the many difficulties there are to contend against. Nevertheless, vigilance and humane forethought will do very much towards it; and I have pleasure in stating that these qualities are not wanting in the government of this penitentiary.

The convicts, I believe, as a rule, appreciate the care and attention they receive, and I cannot resist the conviction that it has contributed largely in inducing reflection and sincere desires for reformation. Discipline, tempered as it is here with thoughtful and benevolent consideration, has its hygienic as well as its moral advantages.

In addition to those treated in hospital, a large number are daily prescribed for; the slightest ailment is reported, and many serious cases of disease averted by this timely attention. There were 1,976 such cases.

There are several cases of aged, infirm, crippled, and partially blind convicts, who are unable to work, and have to be cared for specially; they are comfortably located in what may be termed the invalid or dry room, and when discharged from prison will only be fit inmates for a home for incurables.

I have pleasure in adding that I have a most valuable hospital overseer, Mr. Halliday, whose efficiency in the department is worthy of all praise.

The Insane Ward.—On the 30th June, 1877, the criminal lunatics were transferred from Rockwood Asylum to this penitentiary, and placed under my care. A portion of the hospital building has been occupied by these lunatics and will continue to be so until the building in preparation for them is completed, which I hope will be very soon. In the event of increase of sickness, which may occur at any moment, great inconvenience, if not something worse, would result from overcrowding the hospital wards.

The Warden and myself are therefore anxious for the early completion of the asylum building.

We also receive the criminal insanes from the other Dominion penitentiaries.

The annexed tables give the necessary information as to the inmates of this ward.

Several convicts of unsound mind are not confined at present in the ward but are placed at work; they are harmless, and will be benefitted by being occupied. They are, however, kept under observation.

The health of these poor creatures is moderately fair, some of them are very aged and feeble, and barely able to help themselves; many, also, are life convicts, and have been many years imprisoned. Few of these people give promise of recovery, and most of them are hopelessly insane.

Their conduct on the whole differs in no way from cases observed in ordinary lunatic asylums. Some at times are violent and dangerous, but these cases are not numerous.

Their treatment is of the most considerate character, there being no more restraint than is absolutely necessary in an institution of this kind.

One death has occurred during the year, a life man, advanced in years, from causes referable to his mental condition; he was very low when transferred.

These added duties and responsibilities have necessarily complicated my work, and occupied more time and attention, and will continue to be increasingly exacting

in their demands. Nevertheless, I have tried to meet faithfully all the requirements of my position.

I have the honour to be, Sir,
Your obedient servant,

J. G. MOYLAN, Esq.,
Inspector, &c.

M. LOVELL, M. D.,
Surgeon K. P.

KINGSTON PENITENTIARY.

ANNUAL Return of Sick treated in Hospital during the Year, from 1st July, 1877, to 30th June, 1878.

Diseases.	Remained.	Admitted.	Died.	Discharged.	Remaining.	Remarks.
Amputation		1		1		
Asthma		4		4		
Boils		10		10		
Bronchitis	1	17		18		
Burns		8		8		
Carbuncle		2		2		
Cholera		23		23		
Colic		4		4		
Constipation		1		1		
Contusion	1	24		25		
Cutaneous		2		2		Average daily sick, 10-80.
Debility		4		4		
Dementia	1	2		3		
Diarrhoea		16		15	1	
Dyspepsia		8		8		
Epilepsy		1		1		
Epistaxis		1		1		
Erysipelas		2		2		
Fracture		1		1		
Febricula	1	49		50		
Fever, Intermittent		5		5		
Fever, Typhoid		23		14	9	
Hepatitis		1		1		
Hydrocele		3		3		
Influenza		1		1		
Lumbago		9		9		
Malingering	1	22		23		
Mania		1		1		
Neuralgia		1		1		
Ophthalmia	2	9		9	2	
Orchitis		1		1		
Otitis		1		1		
Parturition		1		1		
Phthisis		3		3		
Pneumonia		1		1		
Rheumatism		15		15		
Scrofula	1	3		4		
Senility	1			1		
Sprain		3		3		
Stricture		2		2		
Stye		1		1		
Syphilis		9		9		
Tonsillitis		1			1	
Ulcer		1		1		
Verruca		1		1		
Wen		1		1		
Whitlow		2		2		
Wounds		11		9	2	
Total	9	312		306	15	

KINGSTON PENITENTIARY,
1st July, 1878.

M. LOVELL, M. D.
Surgeon, Kingston Penitentiary.

ANNUAL Return of Deaths in Hospital, Kingston Penitentiary, for the Year ended 30th June, 1878.

None.

STATEMENT of Accidents to Convicts in the Kingston Penitentiary, during the Year ended 30th June, 1878.

Date.	Name.	Where Employed.	Nature of Accident.	Cause of Accident.	No. of days in Hospital.	Remarks.
1877.						
Aug. 4...	Andrew J. Utley.....	Carpenter's shop.....	Fracture of tibia.....	Fall over a pail.....	82	
Sept. 1...	Robert Murphy.....	Stone shed.....	Contusion of foot.....	Fall of stone off banker.....	45	
1878.						
Feb. 21...	Robert King.....	Quarry.....	Contusion of ankle.....	Fall of stone.....	30	
June 13...	Joseph E. Jacobs.....	Stone shed.....	Laceration of pupil of right eye.....	Chip of stone from one of the chisels.....	18	Still in Hospital.

M. LOVELL, M.D.,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY, 1st July, 1878.

KINGSTON PENITENTIARY.

RETURN showing movements of Patients in the Insane Ward, from 1st July 1877, to
to 30th June, 1878.

Distribution.	Males.	Females.	Total.
Received from Rockwood Criminal Lunatic Asylum, 1st July, 1877....	21	1	22
Since admitted :—			
Kingston Penitentiary.	13	.....	13
St. Vincent de Paul Penitentiary.	2	.....	2
St. John, N.B., Penitentiary.....	1	.....	1
Total number under treatment during the period	37	1	38
Discharged :—			
Cured.....	8	.....	8
Improved sufficiently to resume ordinary labor.....	6	.....	6
Transferred to Provincial Asylums on expiration of sentence.....	2	.....	2
Died.....	1	.....	1
Remaining under treatment 30th June, 1878.....	20	1	21

OBITUARY.

Number.	Registered Number.	Age.	Date of Death.	Duration of Insanity.	Proximate Cause of Death.	Remarks.
1	2386	.....	January 6, 1878.....	22 $\frac{1}{2}$ years	Paresis.....	

M. LOVELL, M.D.

Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY,
1st July, 1878.

KINGSTON PENITENTIARY, June 30, 1878.

SIR,—In submitting my report to you for the year ending June 30, 1878, it affords me great pleasure to state that everything in connection with this department is going on in the same satisfactory manner as usual.

Since the 30th of June, 1877, the date of my last report, eleven female convicts have been received, six were discharged by remission of sentence, and one was pardoned, leaving, at the expiration of the present year, 26 females.

I beg leave to furnish you herewith the return of the work done in this department, as follows:—

For Male Prison:—

	Days @ 40 cts.	\$ cts.
13 Aprons.....	at 4 days	1 60
6 Caps	1 do	0 40
353 Prs. Drawers.....	236 do	94 40
42 Eye shades.....	7 do	2 80
58 Prs. Mits.....	58 do	23 20
358 Neckties.....	49 do	19 60
93 Prs. Pants.....	93 do	37 20
954 Pocket handkerchiefs.....	95 do	38 00
292 Pillow-slips	49 do	19 60
2,079 Prs. Socks.....	2,884 do	1,153 60
574 Shirts	574 do	229 60
376 Shirts washed.....	5 do	2 00
6 Shrouds	6 do	2 40
989 Towels	99 do	39 60
Mending for Male Prison.....	312 do	124 80
Sewing for Female do	304 do	121 60
Custom work.....		66 25
Housework, cooking, nursing, &c.....	980 do	392 00
		\$2,368 65

I have the honour to be, Sir,

Your obedient servant,

MARY LEAHY,

Matron.

JAMES G. MOYLAN, Esq.,

Inspector of Penitentiaries.

THE REPORT OF THE PROTESTANT CHAPLAIN FOR THE YEAR
ENDING 30TH JUNE, 1878.

SIR,—In presenting my report for the past twelve months, the chief subject of remark in the performance of my duties is the large falling-off in the number of visits to the sick, the total number required being barely one-half of those required last year.

This is largely owing to the fact of our being obliged to accommodate the lunatics in the lower ward of the hospital, which renders the men unwilling to come in for trifling complaints.

Since the admission of the lunatics I have held a short service on Sunday in the hospital, for the benefit of such of them as were deemed fit to attend.

I have to thank the Government for the usual gift for the library, than which nothing is more beneficial to the prisoners, by giving them wholesome and innocent employment for their thoughts.

During the past year I have heard of three or four released convicts doing well, who ascribe their reformation to the prison discipline, &c. This is cheering among so much that is disappointing.

Your obedient servant,

C. E. CARTWRIGHT,
Protestant Chaplain.

To J. G. MOYLAN, Esq.,
Inspector &c.

CATHOLIC CHAPLAIN'S REPORT.

KINGSTON PENITENTIARY, July, 1878.

SIR,—I have the honour to transmit for your consideration, this, my fourth annual report as Catholic Chaplain of the Kingston Penitentiary.

Since my last annual report the criminal lunatics have been transferred from the Rockwood Asylum to the Insane Department here. The number of Catholics thus received was fourteen, viz.: thirteen males and one female; the latter has a neat and comfortable room for herself, but spends most of the day in working with the convict women. By the kindness and care of the Matron and her assistant, every consideration her unhappy condition demands is shown her. Too much cannot be said in praise of the efficient manner these two ladies perform their duties. Their good example must leave a lasting and useful impression on the minds of these poor work-women committed to their care. The men are as yet lodged in the lower wards of the hospital. Everything possible to restore their impaired intellects is done. In fine weather they spend the greater part of the day amusing themselves on the lawn near the hospital. In winter, however, they will not be quite so comfortable, as they have no day-room, save the hospital wards. This want will be supplied when the new insane department will be completed.

Many of the insane sent us from Rockwood have been placed in the ranks of the ordinary convict. Their places have been filled by others from our own and other penitentiaries.

As usual, the number of convicts has been greatly increased from the St. Vincent de Paul Penitentiary. This year we received two batches from there, one on the 23rd of December, 1877, and the other on the 24th of June, 1878. The number of Catholics received in those batches was fifty-six.

The health of the convicts has been generally good. We had a few cases of fever, but kind care and good treatment prevented anything serious. We had not one death among the Catholics this year.

The school, libraries, etc., are patronized as in the past, and are doing a large amount of good.

The following tabular statement will show the movement of Catholic prisoners during the year ending 1st July, 1878:—

In prison 1st July, 1877,.....	279
Received from Rockwood Asylum,.....	14
“ “ St. Vincent de Paul Penitentiary.....	56
“ “ the Province of Ontario.....	66

Total in prison during the year..... 415

Removed by expiration of sentence.....	99
“ “ “ pardon.....	11
Escaped.....	1

Total number of removals..... 111

Number of Catholic prisoners 1st July, 1878..... 304
This number includes the criminal lunatics.

All of which is respectfully submitted by

P. A. TWOHEY, Pt.,

Catholic Chaplain.

J. G. MOYLAN, Esq.,

Inspector of Penitentiaries, Ottawa.

SCHOOL-MASTER'S REPORT.

KINGSTON PENITENTIARY, 7th October, 1878.

SIR,—I have the honour to submit my annual report on the state of the school for the fiscal year ending 30th June, 1878.

Branches Taught.

Reading, Writing and Arithmetic.

The average daily attendance..... 139

Classed as follows:—

In the first and primer class.....	26
In the first book of lessons, reading only	34
In the second book, reading and learning to write.....	28
In the third book, reading writing and tables.....	25
In the fourth and fifth books, writing and ciphering good.....	26

And, as in my past reports, I beg leave to state that all, with few exceptions, are progressing favourably; and to those deserving ones who practice in their cells, copy-books, slates and arithmetics are supplied them, at your request, and, being supplied with lights till 9 p. m., improve themselves wonderfully. Many a poor fellow who did not know his alphabet when he entered the prison school, if he was industriously inclined, could and did write letters to his friends in 18 or 20 months after. This they thought a great accomplishment, and to them no doubt it was. Many thanks are due the Chaplains for their frequent visits; also, my assistant-teachers for the zeal they manifested in the tuition of those under their charge.

Your most obedient servant,

J. B. P. MATHEWSON,

School-Master.

JOHN CREIGHTON, Esq.,

Warden.

RETURN of Work done in Tailor Department, from 1st July, 1877, to 30th June, 1878.

Description.	Quantity.	Rate.	Value of Labour.	Total Value of Labour.
<i>Officers' Clothing.</i>				
		\$ cts.	\$ cts.	\$ cts.
Winter overcoats	11	2 00	22 00	
Uniform blue coats	16	2 50	40 00	
do pants	16	0 70	11 20	
do vests	16	0 70	11 20	
do caps	16	0 50	8 00	
Summer serge coats	51	1 25	63 75	
do pants	51	0 60	30 60	
do vests	51	0 60	30 60	
do caps	2	0 50	1 00	
Overall coats	4	1 00	4 00	
do pants	5	0 50	2 50	
				224 85
<i>Prisoners' Discharge Clothing.</i>				
Coats	239	1 50	358 50	
Pants	224	0 70	156 80	
Vests	196	0 70	137 20	
Caps	11	0 50	5 50	
				658 00
<i>Prison Clothing.</i>				
Woolen coats	96	1 25	118 75	
do pants	426	0 60	255 60	
do vests	26	0 60	15 60	
do caps	210	0 25	52 50	
Linen jackets	412	0 60	247 20	
do pants	652	0 50	326 00	
do vests	162	0 40	64 80	
Hospital coats	21	1 25	26 25	
do pants	25	0 70	17 50	
do vests	20	0 60	12 00	
do caps	20	0 25	5 00	
Strait jacket	1		1 00	
Making and mending bedding, 939 days		0 40	375 60	
Shirts	410	0 26	106 60	
Belts, canvass	29	0 25	7 25	
Aprons	52	0 10	5 20	
Braces, linen	276	0 05	13 80	
Mitts	379	0 15	56 85	
Repairing clothing, 4,736 days		0 40	1,854 80	
				3,562 30
<i>Civilian Clothing.</i>				
			216 25	216 25
<i>Contract, North-West Indians.</i>				
Coats	76	2 00	152 00	
Pants	100	0 70	70 00	
Shirts	40	0 26	10 40	
				232 40

RETURN of Work done in Tailor Department, &c.—*Concluded.*

Description.	Quantity.	Rate.	Value of Labour.	Total Value of Labour.
<i>Contract, North-West Mounted Police.</i>		\$ cts.	\$ cts.	\$ cts.
Scarlet blouse, serge.....	177	0 75	132 75	
Breeches, blue cloth.....	406	0 65	263 90	
Suits, tan duck.....	141	1 00	141 00	
Jackets do.....	259	0 60	155 40	
Breeches, serge.....	55	0 65	35 75	
Shirts, grey flannel.....	89	0 26	23 14	751 94
<i>Contract, Winnipeg Penitentiary.</i>				
Winter prison uniform coats.....	25	1 25	31 25	
do pants.....	50	0 60	30 00	
do caps.....	25	0 25	6 25	
Summer linen coats.....	25	0 60	15 00	
do pants.....	25	0 50	12 50	
Flannel shirts.....	50	0 26	13 00	
do drawers.....	25	0 40	10 00	118 00
Total.....				5,763 74

RECAPITULATION.

	\$ cts.
Officers' clothing.....	224 85
Prison discharge clothing.....	658 00
Prison clothing.....	3,562 30
Civilian clothing.....	216 25
Contract, North-West Indians.....	232 40
do do Mounted Police.....	751 94
do Winnipeg Penitentiary.....	118 00
Total.....	5,763 74

RETURN of Work done in Shoe Department, from 1st July, 1877, to 30th June, 1878.

Description.	Quantity.	Rate.	Value of Labour.	Total Value of Labour.
		\$ cts.	\$ cts.	\$ cts.
<i>Officers' Work.</i>				
Boots.....	27	.....	27 00	
Gaiters.....	4	.....	4 00	
Cobourgs.....	1	.....	0 75	
Shoes.....	1	.....	0 75	
Slippers.....	1	.....	0 50	
				33 00
<i>Prison Work.</i>				
Boots.....	367	.....	367 00	
Cobourgs.....	184	.....	138 00	
do cloth.....	24	.....	18 00	
Shoes, leather.....	99	.....	74 25	
do canvass.....	57	.....	42 75	
do cloth.....	6	.....	4 50	
do female.....	9	.....	6 75	
Slippers, leather, male.....	22	.....	11 00	
do female.....	24	.....	12 00	
Slippers, canvass, male.....	295	.....	118 00	
Balmorals.....	24	.....	18 00	
Gaiters.....	16	.....	16 00	
Waist belts.....	25	.....	2 00	
Finger stalls.....	755	.....	10 50	
Braces, linen, leather trimmings.....	518	.....	37 00	
Hose, 415 feet.....		.....	62 25	
				938 00
<i>Civilians' Work.</i>				
Boots.....	6	.....	6 00	
Shoes, leather.....	7	.....	5 25	
do canvass.....	1	.....	0 75	
Balmorals.....	7	.....	5 25	
Gaiters.....	1	.....	1 00	
Slippers, canvass.....	1	.....	0 30	
				18 55
<i>Saddlery Department.</i>				
Double harness.....	2	.....	12 00	
Single do.....	2	.....	14 00	
Pad saddles.....	2	.....	4 00	
Bridles.....	3	.....	3 00	
Double lines.....	2	.....	1 00	
Collars.....	22	.....	33 00	
Breeching, cart.....	1	.....	1 50	
do straps.....	6	.....	1 80	
Hame.....	75	.....	9 37	
Valise.....	1	.....	2 00	
Satchels.....	2	.....	2 00	
Riding whips.....	2	.....	0 50	
Pipes for chain traces.....	6	.....	1 50	
Martingales.....	6	.....	1 50	
Breast straps.....	6	.....	1 50	
				88 67
<i>Contract North-West Indians.</i>				
Boots.....	53	.....	
	100	.....		100 00

RETURN of Work done in Shoe Department, &c.—*Concluded.*

Description.	Quantity.	Rate.	Value of Labour.	Total Value of Labour.
<i>Contract North-West Mounted Police.</i>				
Boots.....	500	\$ cts.	\$ cts.	\$ cts. 500 00
<i>Winnipeg Penitentiary.</i>				
Canvass shoes.....	52			39 00
<i>Post Office.</i>				
Mail bags.....	110			82 50
Total				1,799 72

RECAPITULATION.

	\$ cts.
Officers' work.....	33 00
Prison work.....	938 00
Civilian work.....	18 55
Saddlery Department.....	88 67
Contract North-West Indians.....	100 00
do Mounted Police.....	500 00
Winnipeg Penitentiary.....	39 00
Post Office.....	82 50
Total.....	1,799 72

ST. VINCENT DE PAUL PENITENTIARY.

SEPTEMBER, 1878.

JAS. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

SIR,—I have to submit you the report of the management of the St. Vincent de Paul Penitentiary for the fiscal year ending 30th June, 1878, with statistical returns.

The steady progression of crime observed for many years past has received no abatement during the last period, in spite of the severity displayed by the judicial authorities in sentencing criminals.

The total number of prisoners received in this penitentiary for the year 1877-78 is 185, showing an increase of 21 over the number received for the preceding year.

On the 30th of June, 1877, there remained in the penitentiary 225 convicts. From that number, in the course of last year, 64 were discharged by expiration of sentence, 20 were pardoned by His Excellency the Governor General, 2 died and 64 were transferred to the Kingston Penitentiary, making a total of 150 discharged. On the 30th of June, 1878, 259 convicts were yet confined in the penitentiary.

The District of Montreal has supplied the largest number, 139, the District of Quebec 16, and the other Districts of the Province the remainder, in nearly equal proportions. 163 were Roman Catholics and 22 of several Protestant denominations.

In referring to the table showing the nature of crimes committed, it will be seen that the crimes most commonly recorded are—larcenies 66, stealing in dwelling-house 35, stealing from the person 12, robbery 8, horse-stealing 7, stealing with intent to do bodily harm 5; all the other crimes being less in number, but some of them of a more aggravated character. Of the number received for the year ending 30th June, 1878, 19 were committed for the second time and 1 for the third time. Twelve of the number of convicts re-committed have served part of their sentence in both the Kingston and St. Vincent de Paul Penitentiaries. This fact of frequent re-committals is certainly to be regretted, inasmuch as it tends to show the inefficacy of our penal system in its actual organization. There is no doubt that as long as the authorities will not have provided the penitentiaries of the Dominion with cell accommodations which will permit to classify the convicts according to the weight of their sentence, the number of convictions and their previous habits or occupations, the reformation expected will be far from being satisfactory. What good can be expected from the congregation of those hardened criminals, steeped in the corruption of vice since their boyhood, with convicts who have committed crime for the first time in their life, more through weakness than depravity; the simple-minded convict sent from the country districts for a crime of a light nature has surely nothing to gain by his close connection during labour time with the professional and corrupted criminal, who concocts, during his confinement in the penitentiary, all his plans for a new attack upon society after his liberation. Good results have been obtained even with the present system, in some cases; but in the presence of the steady increase of crime, and the number of re-committals of men who have served even long terms in our penitentiaries, I believe some more effectual system should be adopted. More severe means should be devised to deter the habitual and professional criminals from committing crime, and when confined in the penitentiary, men of the most opposite antecedents, habits and character should not be any longer treated in the same manner.

In my report for 1877 I called the attention of the proper authorities on the necessity of providing, in the buildings to be erected accordingly with the plans of the Public Works Department, for a certain number of cells where prisoners could

be kept, if necessary, in a complete state of isolation. I am aware, Sir, that this pressing necessity has received already your most diligent attention, and that anything that will tend to reform and improve our penal system will receive from you the greatest impulse possible.

I desire, then, to suggest that the next wing to be erected according to the plans of the Public Works Department be entirely devoted to the construction of large cells, where the isolated system would be carried. The present wing in construction will be ready for occupation next summer, and if the necessary plans for this new system were laid out in the course of the winter, the work would be commenced early next spring.

CONDUCT OF CONVICTS.

With the accumulated number we have kept through the past year, in spite of our limited accommodations, I may say that the general conduct of prisoners has been good. Of course transgression of the prison rules has been recorded, specially talking when at work, and punishments had to be inflicted in many cases. But, I have the satisfaction to say that I have had recourse to the severest form of punishment, *Tlogging*, in only two cases. When every other means have been exhausted, the fear of the physical pain produced by the lashes is the only means to bring the hardened and mutinous convict to a better observation of the rules and regulations of the prison.

THE REMISSION

earned by convicts during the past year is a fair evidence of their general conduct and industry. Thirty-eight have earned an average of $76\frac{1}{2}$, eight $123\frac{1}{4}$ —thirteen 128 days, and few others a little less. The remission system gives a fair impulse to the satisfactory conduct and labour of the convicts. The important works carried on this year, as the building of the barn, the construction of the Tramway, and the erection of the new Wing, have furnished to the convicts ample occasions to earn their remission time by their good conduct and satisfactory labour, and to learn in the same time the most useful of trades, such as stone-cutting, masonry and carpentry.

INSTRUCTION.

The school has been well attended to in the course of the past year. There has been a good deal of emulation amongst the prisoners to learn to read and write. The Chaplains devote much of their attention and time to the success of the school. I regret having to say that school instructor, Mr. Maher, had to retire on account of the bad state of his health. His resignation was accepted in January last. It was with much regret that I had to part with this excellent and trust worthy officer. Since his retirement, the management of the school by his successor, Mr. Harnett, has given me also entire satisfaction.

The library is well attended to; but I regret having to say that many of the books have been spoiled by convicts writing or ciphering over them. Repressive measures will have to be taken in order to stop that abuse.

THE SANITARY CONDITION

is excellent. No fever, no epidemic of any sort is to be reported. The number of sick in hospital has been rather small. The convicts look healthy and cheerful. No better proof of their healthy condition can be offered than the way they set themselves at work when required. The hospital is better ventilated, but too small and badly situated, being on the third roof. It is really fortunate that the sanitary state of convicts has been so good, as in the case of epidemical diseases we would have been entirely devoid of any proper accommodation. Two convicts died in the past year; one suddenly from pulmonary apoplexy, and the other, after a long illness, from cancer of the stomach.

ESCAPE.

I have the satisfaction to state that there was no escape, and no attempt to escape, during the year 1877-78. One convict who had escaped in 1875, before my assuming office, was recaptured.

FIRE OF THE BARN AND STABLES.

On the 6th of August, last year, the barn and stables of the penitentiary, which were placed outside of the prison walls on the north-west side of the prison, were burned to the ground. The loss was considerable: 14 horses, all the agricultural implements, and a large quantity of forage were destroyed. Upon my request the Minister of Justice ordered an investigation to be held by the Coroner of the District of Montreal; and the evidence was sufficient to establish that the fire was the work of an incendiary. An ex-convict was arrested upon the warrant of the Coroner, on suspicion, and incarcerated in the Montreal Jail; but he was subsequently released on bail.

HOLIDAYS.

It has been the habit here, as in Kingston Penitentiary, to grant half holidays to convicts on the Queen's Birthday and Dominion Day. The convicts recreate themselves in the yard, in having comical performances or playing and singing, and I have not been able yet to see any good to result from this *allowed* violation of the rules of the prison. It affords, in my opinion, occasions to convicts to plot and coalesce themselves for the better breaking of the rules afterwards. I have always observed after those demonstrations more reports for violation of the rules, and it would be time, in my opinion, to abolish this practice.

OPERATIONS FOR THE YEAR.

The works ordered have been carried on in a very satisfactory way.

1. The new barn, a building in rubble masonry, 115 feet long by 40 feet, has been completed in time in the fall to secure the harvest and all the vegetables raised from the farm. In the basement is a root cellar, 10 feet high, with cemented floor, which afford to the institution the means of keeping in excellent condition the returns from the garden.

2. The tramway has been completed, and is now in working order for a distance of one mile and a half. Switches have been made at the quarry in order to facilitate the loading of the stone extracted from the quarry. The construction had to be suspended at the point where the bridge is to pass over the river or creek crossing the farm of the penitentiary, on account of the bridge not being completed.

3. The bridge itself is, however, in a fair way of construction, nearly half of the trestle work being erected. Its length, with the abutment on each side, is nearly 480 feet, with a height of over 30 feet above the water. The plans of the bridge have been prepared by the Public Works Department.

4. The brick-yard shed has been extended considerably, in order to shelter conveniently the brick manufactured last year, which remain unsold, and the new brick to be manufactured and burned this summer. The Institution will have on hand in the fall nearly one million of bricks. It is to be hoped that the sale of the brick manufactured will be more easy next year, with the facilities to be had from the line of railway passing through the penitentiary grounds, at a distance of one acre from the brick yard.

5. A reel house has been built outside of the prison walls, quite in front of the main building, for the keeping of part of the fire hose, accordingly with the request of the Public Works Department.

6. A new shop has been erected for the Blacksmith Department, and extensive changes have been made in the other shops in order to receive the engine and new machinery authorized to be purchased. There is now in operation a lathe, drilling-machine, planer, sticker, circular saw, and some other machinery of smaller importance, which are of a great service for the works performed in the carpenter and blacksmith shops.

7. The operations at the quarry have been conducted on a much larger scale. After close examination it was found that much better stone could be had quite close to the limits of the quarry farm, and all the plants, derricks, &c., were consequently transferred at that point. New guard-houses were erected for the officers, and the number of labourers and quarrymen increased. Two new derricks have been put up, in order to supply in time all the stone required for the wing in construction. The stone is now brought down on the tram-cars as far as the new barn of the penitentiary, from whence it is carted in the prison yard by teamsters.

8. The foundations of the new wing have been laid down on the 5th April last, and the masonry works have been carried since without interruption. The building, which is facing the south, is built in the same architectural style as the east wing, excepting some decided improvement in the cornice and chimneys. The length will be 124 x 46 ft., and, when completed, it will afford accommodation cells for 132 convicts. With the construction of two other wings, north and west, and of a central tower, our prison buildings will be pretty much assimilated in their appearance to the Kingston Penitentiary buildings. The masonry of the building will be terminated in time in the fall to receive the roofing, and the intention is to proceed to the construction of the cells in the course of next winter. It is expected that this new wing will be ready for occupation about the 1st of August.

9. After the fire of the 6th August last the stable and cart shed had to be erected under the shortest time possible. For reason of prudence and safety, it was found convenient to build them inside of the prison walls. A proper spot was selected in the yard, and I may say that the change of site has been for the better.

10. The operations on the farm have been continued, and carried with the same vigour as for the preceding year. A large quantity of manure has been manufactured, and some more has been purchased, in order to improve the soil and secure more returns. The draining of the quarry farm is being now pretty well advanced and large quantities of stones were removed from the field. It is not expected, of course, that the improvement made on the farm will increase much the returns before a regular course of manure has been applied. However, the vegetables, potatoes, &c., have been supplied for the prison use in sufficient quantity for the year.

REVENUE.

The total amount of the revenue for the year ended June, 1878, deposited in the hands of the Receiver-General, is \$3,408.72. For the preceding year, ended June, 1876, the amount deposited was \$3,762.25, showing a decrease for the past year of \$353.53. I assign two reasons to this result: 1st, the difficulty, on account of bad times, to sell as large a quantity of the goods manufactured, such as, for instance, lime and brick; 2nd, the employment of a greater number of convicts to the construction of buildings, and to the preparation of the material required. The earnings of convicts amount, for the past year, to \$29,903.12½, or \$10,075.50 more than for the year preceding. If the earnings of convicts for 1877-78 were added to the revenue in cash, the whole amount earned by convicts would be \$33,301.84½.

EXPENDITURE.

The total amount of the expenditure for the year 1877-78 is \$89,797.92, showing an increase of \$26,273.57 over the expenditure for the preceding year. But in deducting from the amount the revenue, cash, deposited in the hands of the Receiver-General in the course of the year, and the sums paid for items which ought not to be placed to the account of ordinary expenditure, such as the expenses

incurred to repair the loss by the fire of August last, gratuity to officers, new machinery and tools, manufactures, transfer of convicts, capital fund, &c., the real expenditure for maintenance of convicts would be \$61,619.10.

The average number of convicts for the year having been 251, the average cost per convict for their maintenance proper, is \$245.50. If the earnings of convicts, which amount to \$29,903.12½, are taken now into account, the expenditure for maintenance will be reduced to \$31,655.97½, and the yearly cost of each convict to \$126.12. The cost per capita for the year 1876-77, value of labour deducted, was \$155.90, or \$29.78 more per capita than for the year 1877-78.

CONCLUSION.

I desire now, Mr. Inspector, to suggest the advisability and importance of having the earnings of convicts of penitentiaries accounted for in a more official and substantial manner.

There is no doubt that much anxiety is felt in the public mind about the growing expenditure called forth for the maintenance of penitentiaries. The real cost of their maintenance does not, however, appear before the public in its true light.

Important and costly buildings are erected every year by convict labour, under the direction and control of the Public Works Department. Why not place the value of that labor to the credit of the penitentiary, as the thing is done in individual cases?

All public works are generally given under contracts. If the buildings or other works ordered by the Public Works Department, for the enlargement of the prison, or any other purpose, were not carried by convict labour, they would have to be executed under contracts by outsiders, and paid from the appropriation voted by Parliament for that end. Why not apply the same principle with Penitentiaries? in giving contracts to the Warden and placing the price of the construction to the credit of penitentiaries. In this way the expenditure would be reduced to its proper limits and the public better satisfied as to the net amount of the cost of penitentiaries in the Dominion.

Trusting that my suggestions will meet with your approval.

I remain, dear Sir,

Your obedient Servant,

J. M. DUCHESNEAU,

Warden.

ST. VINCENT DE PAUL PENITENTIARY.

List of returns and reports for the year ending 30th June, 1878.

- No. 1. Return of Convicts on 30th June, 1878.
2. Table showing the number of Convicts received from each District.
3. Return of Prisoners set at liberty by expiration of sentence.
4. Return of Pardons.
5. Movement of Convicts for the above-named year.
6. Monthly Movement of Convicts for the above named year.
7. Comparative Movement of Convicts for the past five years.
8. Summary of Statistical Tables.
9. Return of Re-committments.
10. Return of Deaths.
11. Punishments.
12. Return of Remission of sentence earned by Convicts.
13. Distribution of Convicts.
14. Return of Convicts who have become insane, and were sent to Kingston Penitentiary.
15. Return of Officers.
16. Annual Report of the Warden.

No. 1.

List of Convicts, with Age, Native Place and Trade, in the St. Vincent de Paul Penitentiary, P.Q., on 30th June, 1878.

Name.	Age.	Trade.	Where Born.
Henry Agnew	49	Shoemaker	Ireland.
Jacques Aymond	26	Labourer	Cap Chat.
Jean Baptiste Alinotte	36	Shoemaker	Lachenaie.
Dosithé Allard	30	Carpenter	Pointe Claire.
Jean Antoine Alterac	50	Cook	France.
Auguste Arcand	15	Carter	Montreal.
Joseph Audibert	24	Labourer	Quebec.
Frederic Allard	16	do	St. Guillaume.
Julien Audette	18	do	St. Jérôme.
Christophe Bertrand	57	Tinsmith	St. Laurent.
Jean Damas Beyries	23	Coachman	France.
Joseph Boutin	30	Stonecutter	St. Hélène.
Guillaume Boisvert	24	Clerk	Baie du Febvre.
James Buck	22	Farmer	Canada.
Leonard Bélanger	21	Labourer	Compton.
Edmond Bussiere	18	Tailor	Sorel.
William Brown	18	Labourer	London, Eng.
Robert Brownley	23	do	Windsor, Canada.
François Biron	19	Carpenter	Montreal.
Cyrille Brunet	21	Labourer	Beauharnois.
Michael Brennan	22	Saddler	Montreal.
John Barry	22	Labourer	Rivière du Loup, (en bas.)
Albert Boulet	21	Shoemaker	St. Thomas.
William Blaney	51	Labourer	Montreal.
Treffle Boissey	18	do	St. Bruneau.
Damas Blouin	30	Tailor	St. Jean Isle d'Orleans.
Patrick Burke	22	Labourer	Montreal.
William Blon	25	Waiter	London, England.
Joseph Bois	30	Labourer	Percy Malbaie.
Joseph Brochu	17	do	St. Julie.
Napoleon Barbeau	22	Shoemaker	St. Sophie.
Marcellin Berthiaume	25	Carter	St. Geneviève.
Louis Berthiaume	23	Labourer	do
Jean Bte. Bission	26	do	Côteau St. Louis, near Montreal
Joseph Baroli	32	Cook	Verona, Italy.
Isaac Bastien	19	Labourer	Montreal.
William Bergan	18	do	do
Jacques Birster	46	Painter	France.
Narcisse Blondin	20	Labourer	Quebec.
Richard Craig	27	Carpenter	North Gore.
Onézime Chaput	16	Labourer	Montreal.
Alexander Camaron	39	Machinist	Toronto.
Raphael Cherrie	21	Labourer	Ely
Pierre Collin	23	Painter	Matane.
Dominique Chatigny	25	Sailor	Beauharnois.
Etienne Crépeau	19	Stonecutter	Montreal.
Octave Choquette	20	Carpenater	do
Joseph Carras	21	Gardener	France.
Jean Cardinali	36	Labourer	Italy.
Joseph Chalifoux	34	do	St. Michel Archange.
Hylaire Coté	24	do	Montreal.
Napoleon Charbonneau	22	do	St. Haycinthe.
Christopher Costigan	19	do	Montreal.
Victor Carbon	40	Butcher	France.
William Cammus	19	Labourer	Quebec.
Ovide Coutu	37	Schoolmaster	Berthier.
Michael Cooney	19	Plasterer	Montreal.
Joseph Chartrand	19	Shoemaker	St. Janvier.
Auguste Christin	39	Joiner	St. Hugues.

List of Convicts in the St. Vincent de Paul Penitentiary, &c.—Continued.

Name.	Age.	Trade.	Where Born.
Narcisse Drolette.....	58	Carter.....	Quebec.
Alexis Dépati.....	20	do.....	Montreal.
William Dawson.....	22	Labourer.....	Quebec.
Noé Décoteau.....	17	do.....	United States, A.
François Delinelle.....	28	Stonecutter.....	Montreal.
Edouard Demers.....	33	Clerk.....	Canada.
Anatole Desvaux.....	30	Labourer.....	France.
Henry Delage <i>alias</i> Ernest Millville	31	Cook.....	do
Thomas Ducharme.....	20	Tailor.....	St. Ours.
Jean Baptiste Deragon.....	18	Labourer.....	Laprairie.
James Dunn.....	28	do.....	Montreal.
Alfred Deshameaux.....	23	Jeweller.....	France.
Alfred Depatie.....	33	Labourer.....	Montreal.
Edmond Flavier Duval.....	30	Clerk.....	Three Rivers.
Pierre Depatie.....	20	Shoemaker.....	Montreal.
George W. Douglass.....	21	Labourer.....	London, Eng.
Phileas Dallaire.....	19	Stonecutter.....	Quebec.
Felix Dery.....	19	Mason.....	do
Alfred Dallaire.....	22	Labourer.....	do
Rugène Ergole.....	26	do.....	France.
John Ellenburg.....	45	Shoemaker.....	Sorel.
Eusèbe Fontaine.....	26	Labourer.....	Canada.
Louis Albert Fitzpatrick.....	18	Book-keeper.....	Montreal.
George C. Fletcher.....	39	Barber.....	Barnston.
Bazile French.....	24	Labourer.....	St. Placide.
François Noona.....	26	do.....	Réserves Désert.
Damas Gauthier.....	20	do.....	Montreal.
Napoleon Gagnon.....	28	Barber.....	Canada.
Michel Guimond.....	20	Labourer.....	Montreal.
George Gendron.....	41	Cooper.....	Ste. Anne de la Pocatière.
André Griffard.....	35	Caulker.....	Quebec.
John Yates.....	30	Joiner.....	Liverpool, Eng.
Ferdinand Giroux.....	19	Labourer.....	Quebec.
Alexis Gosselin.....	22	do.....	Kamouraska.
Napoleon Gravel.....	24	Tinsmith.....	St. Thérèse.
Jules Gingras.....	19	Shoemaker.....	Quebec.
William Guillemette.....	21	Blacksmith.....	Ange Gardien.
Athanase Gendron.....	32	Labourer.....	Montreal.
Joseph Gaudreau.....	28	do.....	Kamouraska.
Treffé Groulx.....	47	Tailor.....	St. Laurent, Berthier.
Guillaume Gravelle.....	22	Labourer.....	Deschambault.
Joseph Goderre.....	42	Polisher.....	Montreal.
Zanaphide Galipeau.....	18	Joiner.....	do
Arthur Blenkarn Glass.....	27	Clerk.....	do
Louis Goulet.....	19	Shoemaker.....	do
Louis Hétu.....	22	Labourer.....	Ste. Julienne.
Anselme Hardy.....	20	Clerk.....	Quebec.
John Harvey.....	19	Carpenter.....	Montreal.
Michael Hoolahan.....	18	Tailor.....	do
Henry Hayve.....	18	Shoemaker.....	do
Louis Heffner.....	33	Physician.....	Frankfort, Germany.
James Irwin.....	24	Brass-polisher.....	Liverpool, England.
Pierre Paul Jugé.....	27	Ship-carpenter.....	Quebec.
Onézime Joly.....	21	Labourer.....	Montreal.
Joseph Joly <i>alias</i> Thibault.....	28	Carpenter.....	do
Levi Joyal.....	22	Labourer.....	Brome.
Auguste Jean.....	22	do.....	St. Philippe.
Jean Bte. Joannette.....	24	do.....	Montreal.
Arthur Joannetôt.....	22	do.....	St. Mathias.
Alphonse Joannette.....	28	do.....	Montreal.
Elzéar Jobin.....	24	Ship-carpenter.....	Quebec.
Maximin Joly.....	22	Joiner.....	Montreal.
James Kerr.....	25	Tinsmith.....	Quebec.

List of Convicts in the St. Vincent de Paul Penitentiary, &c. — *Continued.*

Name.	Age.	Trade.	Where Born.
Thomas Kelly.....	27	Stonecutter.....	Montreal
Edmond Lamoureux.....	19	Printer.....	Canada.
Oliver Ledoux.....	40	Labourer.....	do
Narcisse Laliberté.....	50	do.....	Montreal.
Louis Lafrance.....	29	do.....	Quebec.
Napoleon Lessard.....	19	do.....	Huntingdon.
Diédonné Labour.....	25	do.....	St. Polycarpe.
John Lavualette.....	22	Carpenter.....	St Athanase.
Moses Lemaire.....	19	Labourer.....	Coaticook.
Louis Lavoyant.....	30	do.....	France.
Charles Loiseau.....	24	do.....	Boucherville.
Johnny Lamontagne.....	24	Painter.....	Sorel.
Thomas Lilly.....	20	Barber.....	London, Ont.
Charles Lymas.....	24	Cook.....	Columbia, U.S. A.
François Laplante.....	33	Bookkeeper.....	Ste. Anne du Bout de l'Isle.
Joseph Lauzon.....	46	Brickmaker.....	Ste. Anne des Plaines.
Louis Levesque.....	55	Painter.....	Rivière Ouelle.
Narcisse Laguette.....	19	Labourer.....	Terrebonne.
Charles Leamy.....	25	do.....	Deschambault.
Julien Longtin.....	49	do.....	Laprairie.
Auguste Languedoc.....	31	do.....	Quebec.
David Lemire.....	22	do.....	Wisconsin, U.S. A.
Ferdinand Levesque.....	21	do.....	Mount Carmel.
Felix Laroche.....	22	do.....	Quebec.
Michel Larose.....	23	Stonecutter.....	do
André Lauderman.....	21	Labourer.....	St. Martin.
Emile Malherbe.....	26	Joiner.....	Spa Belgique.
Alexander Mainville.....	24	Stonecutter.....	Montreal.
Charles Morin.....	22	do.....	Rutland, Vermont.
Théophile Marin.....	30	Labourer.....	Sandy Bay.
Bénonié Mousseau.....	26	do.....	St. Felix de Valois.
Charles Marasse.....	21	do.....	Montpelier, Vermont.
Isidor Marechal.....	46	Mechanic.....	Isle.
Joseph Mathwin.....	19	Plumber.....	Montreal.
Louis Morier.....	23	Labourer.....	do
Joseph Meilleur.....	20	Baker.....	St. Eustache.
David Moore.....	20	Tailor.....	England.
Louis Mainville.....	25	Stonecutter.....	Montreal.
Cyrille Massée.....	25	Labourer.....	do
George Marchand.....	25	Stonecutter.....	do
Augustin Moreau.....	33	do.....	do
Pierre Marquette.....	34	Joiner.....	St. Dominique.
Narcisse Moreau.....	25	Shoemaker.....	Quebec.
James Mooney.....	17	Labourer.....	do
William Martin.....	23	Tinsmith.....	Montreal.
Edmond Massey.....	21	Plasterer.....	do
Eduard Morin.....	18	Labourer.....	Baie St. Paul.
Edward Mulrooney.....	20	Stonecutter.....	Quebec.
Hugh McKeown.....	16	Labourer.....	United States.
Archibald McNeil.....	45	do.....	Montreal.
John McDermott.....	26	Blacksmith.....	Ireland.
George McCarthy.....	19	Tailor.....	Montreal.
Bernard McEvenue.....	21	Carter.....	do
James McOormick.....	23	Waiter.....	State of New York.
Edward McMeheon.....	24	Quarryman.....	Montreal.
George McDonald.....	16	Clerk.....	Quebec.
Robert McIntosh.....	23	Blacksmith.....	Montreal.
John McElroy.....	19	Labourer.....	do
Michael Norman.....	19	do.....	do
Joseph Normand.....	23	do.....	do
Napoleon Nolet.....	39	Bank Messenger.....	Quebec.
Narcisse Niquette.....	17	Labourer.....	St. David.
Stephen Noveau.....	17	do.....	St. Jean Chrysostome.

LIST of Convicts in the St. Vincent de Paul Penitentiary, &c.—Continued.

Name.	Age.	Trade.	Where Born.
Joseph Néron.....	33	Labourer.....	St. Marc.
George Quелlette.....	27	Stonecutter.....	Montreal.
John Chas. O'Leary.....	18	Labourer.....	do
Philippe Piquette.....	16	Cabinet-maker.....	St. Jacques Achigan.
Raphael Prevost.....	19	Carpenter.....	Canada.
Ulric Plouff.....	19	do.....	Montreal.
Napoleon Piercy.....	19	Labourer.....	Quebec.
George John Perry.....	23	Letter-carrier.....	Montreal.
Edward Paquet.....	24	Labourer.....	St. Sauveur.
Philippe Pinsonneau.....	18	Carpenter.....	St. Philippe.
Nathan Philbrick.....	28	do and painter.....	New Hampshire, U.S. A.
Vital Lavallée-Paquette.....	57	Labourer.....	St. Damase.
Alphonse Parent.....	38	do.....	Côte St. Pierre.
Joseph Pesant.....	19	Trunk-maker.....	L'Assomption.
Onézime Perrault.....	18	Labourer.....	Rutland, Vt.
John Robinson.....	40	Cabinet-maker.....	Montreal.
Charles Richer <i>alias</i> Saplôche.....	19	Labourer.....	Yamachiche.
Rezene Richard.....	19	Baker.....	St. Charles d'Arthabaska.
Leonard Ruiton.....	23	Labourer.....	Cowanville.
John Richardson.....	21	Bookbinder.....	Scotland.
William Rowe.....	26	Carter.....	do
Joseph Rattiez.....	21	Labourer.....	St. Athanase.
Pierre Rochon.....	29	Plasterer.....	St. Martine.
Alphonse Raymond.....	40	Carpenter.....	Kamouraska.
Napoleon Robidoux.....	20	Labourer.....	Montreal.
James Ray.....	27	Tailor.....	Toronto.
Charles Renaud.....	18	Bookkeeper.....	Montreal.
F. X. Roy.....	61	Liquorist.....	Quebec.
Joseph Roussin.....	27	Labourer.....	Montreal
Alexander Rochon.....	19	do.....	do
John Rafferty.....	21	Butcher.....	do
Joseph Sittver.....	20	Farmer.....	Franklin.
James Seymour.....	19	Tailor.....	England.
Louis Sanfaçon.....	24	Labourer.....	Quebec.
James Smith.....	31,	Leather-finisher.....	Ontario.
Thomas Sullivan.....	37	Cooper.....	Ireland.
François Xavier Simard.....	23	Labourer.....	Montreal.
François St. Onge.....	31	do.....	do
Antoine Souchereau.....	28	Sailor.....	Canada.
Hilaire St. Jean.....	24	Tobacconist.....	Montreal.
Frederick Seymour.....	23	Sailor.....	London, Eng.
Jean Saucisse.....	33	Labourer.....	Vermont, U.S. A.
Jean Baptiste St. Germain.....	31	do.....	St. Simon.
Daniel Sullivan.....	23	do.....	Montreal.
Télesphore Saunier.....	20	Shoemaker.....	Belœil.
Elie Sauvé.....	33	Farmer.....	St. Polycarpe.
James David Spence.....	18	Moulder.....	Montreal.
Honoré Trudel.....	22	Labourer.....	Quebec.
Thomas Tardif.....	38	do.....	Rimouski.
Charles Tierney.....	25	do.....	Quebec.
Joseph Terrien.....	26	Carter.....	Lachenaie.
Joseph Tourangeau.....	19	Carpenter.....	Portneuf.
Raphael Veillette.....	53	Labourer.....	Quebec.
François Vaillancourt.....	22	Stonecutter.....	Montreal.
Ferdinand Vallières.....	41	Labourer.....	Ste. Marie de la Beauce.
Jérôme Valin.....	23	Stonecutter.....	St. Jérôme.
Paul Vien.....	23	Labourer.....	St. Césaire.
Victor Venne.....	21	Carpenter.....	Montreal.
Hormidas Viger.....	22	Labourer.....	do
Théophile Valin.....	21	Bricklayer.....	do
David Villemaire.....	23	Tinsmith.....	do
Eugène Venne.....	20	do.....	Quebec.
Octave Villeneuve.....	17	Cigar-maker.....	Montreal.

List of Convicts in the St. Vincent de Paul Penitentiary, &c.—*Concluded.*

Name.	Age.	Trade.	Where Born.
Albert Vandrey	27	Gardener.....	France.
Thomas West	20	Shoemaker.....	Quebec.
Michael Brennen.....	25	Labourer.....	Vermont, U.S. A.
Edward Bellemare.....	23	Stonecutter.....	St. François de Salle.
Thomas Blackburn.....	32	Book-keeper.....	England.
Simon Bourdeau.....	22	Baker.....	St. Rémi
Joseph Baril.....	19	Labourer.....	St. Narcisse.
Narcisse Drolette.....	58	Carter.....	Quebec
Alphonse Lesperance.....	17	Labourer.....	Montreal.
Jean Baptiste Labonte.....	25	Bricklayer.....	St. Timothée.
Louis Landry.....	19	Labourer.....	Maskinongé.
Total	259		

No. 2.

TABLE showing the number of Prisoners received from each District during the Year ending 30th June, 1878.

District.	Men.	Women.	Total.
Montreal	138	1	139
Quebec	16		16
Terrebonne	4		4
Richelieu	3		3
St. Hyacinthe.....	3		3
Iberville.....	3		3
Bedford.....	3		3
Beaubarnois.....	2		2
Three Rivers.....	2		2
Joliette.....	1	1	2
Montmagny.....	2		2
St. Francis.....	2		2
Chicoutimi.....	1		1
Gaspé.....	1		1
Arthabaska.....	1		1
Saguenay.....	1		1
Total	183	2	185

No. 3.

NOMINAL List of Prisoners discharged by expiration of sentence during the Year ending 30th June, 1878, and mention of their crime and place of conviction.

Name.	Crime.	Place of Conviction.
Pierre Trudel.....	Larceny.....	Montreal.
William Shea.....	Feloniously wounding with intent to main.....	do
Curtis Wilson.....	Larceny.....	Bedford.
Thomas Piercy.....	Forgery.....	Montreal.
Moise Lafontaine.....	Stealing a cow.....	do
Thomas Brancy.....	Larceny.....	Terrebonne.
William Bryaa.....	do.....	Montreal.
Augustin Devaux.....	Feloniously breaking and entering a shop and steal- ing therein.....	do
Robert Kinglock.....	Larceny.....	do
Edouard Lafond.....	Horse stealing.....	do
Horatio Bolster.....	Larceny.....	do
William Curtis.....	do.....	do
Olivier Gagner.....	Stealing a bull.....	Terrebonne.
Joseph Lajeunesse.....	Larceny.....	Quebec.
Adolphe Brunet.....	Stealing a gelding.....	Montreal.
John Atkinson.....	Larceny upon an indictment of burglary.....	Quebec.
J. Duncan Corrigan.....	Obtaining goods by false pretences.....	Montreal.
Charles Levesque.....	Stealing from the person.....	do
Fénélon Petit.....	Larceny.....	do
Pierre Hilaire Chapleau.....	Stealing ewes.....	do
Jos. Octave Mathieu.....	Larceny.....	Quebec.
John Swallow.....	Perjury.....	Bedford.
Felix Verdon.....	Larceny.....	Vermont.
Cléophas Beauvais.....	Feloniously breaking in a shop and stealing.....	Montreal.
Wilbrod Maurice.....	Stealing money.....	do
Toussaint Brouillet.....	Larceny.....	do
Roger McNeil.....	Breaking in a store and stealing therein.....	Bedford.
Frs. Cyrille Pottier.....	Manslaughter.....	Montreal.
Edward Malrooney.....	Larceny.....	Quebec.
Daniel Brown.....	Sheep stealing.....	St. Francis.
Mederic Racette.....	Breaking into a shop and stealing therein.....	Montreal.
Alexis Lamoureux.....	Feloniously receiving stolen goods.....	do
Remy Dequoy.....	Breaking into a shop and stealing therein.....	do
Alfred Bertrand.....	Feloniously receiving stolen goods.....	do
Joseph Desautels.....	do do.....	do
François Desautels.....	Larceny.....	do
William Phillips.....	Feloniously receiving stolen goods.....	do
John Phillips.....	do do.....	do
James St. John.....	do do.....	do
Elzear Racette.....	Feloniously breaking into a shop with intent to steal therein.....	do
John Robertson.....	Larceny.....	do
Alf. Bert Chalifoux.....	Feloniously receiving stolen goods.....	do
François Nav. Beauvais.....	Larceny.....	do
Hypolite Laroche.....	Receiving stolen goods.....	do
Etienne Terrien.....	Larceny.....	Montmagny.
Moise Petrin.....	do.....	Richelieu.
Michael Lynch.....	Assault with intent to rob.....	Montreal.
Thaddeus McCarthy.....	Feloniously breaking into a building and stealing therein.....	do
Adolphe Lavigne.....	Larceny.....	Richelieu.
James Hobin.....	do.....	Montreal.
Moise Grandmont.....	Stealing a bull.....	Three Rivers.
John Payne.....	Larceny.....	Montreal.
Oscar C. M. Ebel.....	Going on board a vessel without permission.....	Quebec.
Alphonse Chenneville.....	Larceny.....	Montreal.
Richard McCollock.....	Breaking into a shop and stealing therein.....	do
Philias St. Germain.....	Larceny.....	St. Hyacinthe.

NOMINAL List of Prisoners discharged by expiration of sentence, &c.—*Concluded.*

Name.	Crime.	Place of Conviction.
John C. Carlson.....	Going on board a vessel without permission.....	Quebec.
George Leclair.....	Breaking into a shop and stealing therein.....	Montreal.
Pierre Vilbon Calin.....	Burglary.....	Quebec.
David Gamache.....	Larceny.....	Montreal.
François Poitevin.....	do.....	do
William McEwenae.....	Stealing in a dwelling-house.....	do
Cyprien Courtois.....	Larceny.....	do
LeRos Villémaire.....	do.....	do

No. 4.

RETURN of Convicts who have been pardoned out of the St. Vincent de Paul Penitentiary during the year ending 30th June, 1878, with crime and place of conviction.

No.	Name.	Place.	Crime.
1	Jean B. Lefebore.....	Montreal.....	Sodomy.
2	Barnabus Lanktru.....	Beauharnois.....	Robbery.
3	Charles Wilson.....	Quebec.....	Going on board a vessel without permission.
4	Joseph Anastas Mathieu.....	Iberville.....	Larceny as a Clerk.
5	Joseph Laporte.....	Montreal.....	Feloniously stabbing with intent to do grievous bodily harm.
6	Michel Ayotte.....	Joliette.....	Horse stealing.
7	Francis P. Brill.....	Bedford.....	Arson.
8	John Henry Goodwin.....	Montreal.....	Forgery.
9	Aug. Jul. Rydberg.....	Quebec.....	Going on board a vessel without permission.
10	Arcade Hetu.....	Montreal.....	Stealing a mare.
11	Napoleon Dufresne.....	do.....	Assault.
12	Isidore Bastien.....	do.....	Breaking into shop and stealing therein.
13	Leon Lamontagne.....	do.....	Attempt to break into shop and steal therein.
14	Oscar Lafortune.....	do.....	Breaking into a shop and stealing therein.
15	Patrick Hart.....	do.....	Rape.
16	Henry Chabeau.....	do.....	Feloniously receiving stolen goods.
17	François X. Desrosiers.....	Richelieu.....	Larceny.
18	Francis Atkin.....	Montreal.....	Larceny as a Clerk.
19	James Colligan.....	do.....	Larceny.
20	Clement Bissan.....	Richelieu.....	do

No. 5.

TABLE of the Movement of Prisoners in the St. Vincent de Paul Penitentiary during the Year ending 30th June, 1878. 12 p.m.

Descriptive Remarks.	1877		1878		Total.
	Men.	Women.	Men.	Women.	
Remaining at 12 p.m., 30th June, 1877.....			225		225
Received since			183	2	185
Recaptured			1		1
			409	2	411
Discharged since by expiration of sentence.....	64				
do Pardon.....	20				
do Death.....	2				
Transferred to Kingston Penitentiary.....	64	2	150	2	152
Total.....			259		259

No

MOVEMENT of Convicts in the St. Vincent de Paul

MONTHS.	RECEIVED FROM											Expiration or remission of Sentence.		Pardon.	
	Common Jails.		Lunatic Asylum.		Reformatory.		Other Penitentiaries.		Total.			Males.	Females.	Males.	Females.
	Males.	Females.	Males.	Females.	Males.	Females.	Males.	Females.	Males.	Females.	Total.	Males.	Females.	Males.	Females.
June															
July	*7									7	7	2		2	
August	9									9	7			1	
September	7									7	7			6	
October	33									33	33	2		3	
November	17									17	17	4			
December	27	2								27	29	8		1	
January	17									17	17	9		1	
February	11									11	11	7		1	
March	2									2	2	5		1	
April	28									28	28			2	
May	15									15	15	5		2	
June	11									11	11	8			
Total	184	2								184	2	186	65	20	

No.

COMPARATIVE STATEMENT of movement of Convicts in the St. Vincent

YEAR.	ADMISSION.											Expiration of Sentence.	
	Common Jails.		Reformatory.		Other Penitentiaries.		Recaptured.		Total.			Males.	Females.
	Males.	Females.	Males.	Females.	Males.	Females.	Males.	Females.	Males.	Females.	Total.	Males.	Females.
1873-74													
1874-75	126	1								126	1	127	31
1875-76	168	1								168	1	169	58
1876-77	163						2			165		165	22
1877-78	184	2								184	2	186	64
Total	641	4					2			643	4	647	175

* Including one recaptured.

TABLE No. 8.

SUMMARY of Statistical Tables for the Year ending 30th June, 1878.

	Men.	Women.	Total.		Men.	Women.	Total.
<i>Race.</i>				<i>Crime—Concluded.</i>			
Whites	184	2	186	Arson	2		2
<i>Country.</i>				Forgery	2		2
Canada	151	2	153	Perjury	1	1	2
United States	9		9	Attempting to commit an infamous crime	1		1
England	8		8	Attempt to commit bestiality	2		2
France	7		7	Obtaining money by false pretence	2		2
Ireland	4		4	Going on board a vessel without permission	1		1
Sweden	1		1	Assault with intent to rape	1		1
Scotland	1		1	Stealing money out of a post letter	1		1
Italy	1		1	Feloniously writing letters demanding money	1		1
Germany	1		1	Sodomy	1		1
Switzerland	1		1	Bigamy	1		1
	184	2	186	Assault with intent to rob	1		1
<i>Age.</i>				Unlawfully having in his possession materials for counterfeiting	1		1
From 15 to 20	61		61	Stealing in a dwelling house	1		1
29 to 25	58		58		184	2	186
25 to 30	21	1	22	<i>Education.</i>			
30 to 40	31	1	32	Not knowing how to read or write	69	1	70
40 to 50	7		7	Reading	13		13
50 to 60	4		4	Reading and writing	102	1	103
60 and above	2		2		184	2	186
	184	2	186	<i>Civil State.</i>			
<i>Religion.</i>				Unmarried	126		126
Roman Catholic	162	1	163	Married	54	2	56
Church of England	8		8	Widowers	4		4
Presbyterian	6		6		184	2	186
Protestant	3	1	4	<i>Moral Habits.</i>			
Methodist	3		3	Temperate	117	2	119
Episcopalian	2		2	Intemperate	63		63
	184	2	186	Sober	4		4
<i>Crime.</i>					184	2	186
Larceny	66		66	<i>Duration of Punishment.</i>			
Feloniously breaking and entering severally, shops, houses and dwellings	35		35	2 years	97	1	98
Stealing from the person	12		12	2 do and 2 months	1		1
Robbery	8		8	2 do and 6 do	2		2
Aggravated assault	8		8	3 do	46		46
Horse stealing	7		7	4 do	8		8
Feloniously shooting with intent to do bodily harm	5		5	4 do and 10 months	1		1
Feloniously wounding	4		4	5 do	23	1	24
Feloniously receiving stolen goods	4		4	6 do	1		1
Stealing cattle	3		3	7 do	3		3
Wounding with intent to murder	2	1	3	15 do	1		1
Burglary	3		3	Natural life	1		1
Embezzlement	2		2		184	2	186
Feloniously uttering forged papers	2		2				
Rape	2		2				
Sheep stealing	2		2				

SUMMARY of Statistical Tables, &c.—*Concluded.*

<i>Occupation.</i>	Men.	Women.	Total.	<i>Occupation—Concluded.</i>	Men.	Women.	Total.
Labourer	74	2	76	Baker.....	1		1
Shoemaker	15		15	Infirmary.....	1		1
Tailor	12		12	Saddler.....	1		1
Stonecutter	10		10	Cooper.....	1		1
Tinsmith.....	6		6	Quarryman.....	1		1
Joiner.....	5		5	Engine driver.....	1		1
Sailor.....	3		3	Machinist.....	1		1
Cook.....	3		3	Bank clerk.....	1		1
Carte.....	3		3	Liquorist.....	1		1
Blacksmith.....	3		3	Bank messenger.....	1		1
Brick maker.....	3		3	Jeweller.....	1		1
Painter.....	3		3	Peddler.....	1		1
Clerk.....	3		3	Moulder.....	1		1
Barber.....	2		2	Schoolmaster.....	1		1
Book-keeper.....	2		2	Physician.....	1		1
Waiter.....	2		2	Cigar maker.....	1		1
Farmer.....	2		2	Mason.....	1		1
Currier.....	1		1	Gardener.....	1		1
Butcher.....	2		2	Carpenter.....	6		6
Polisher.....	2		2				
Plasterer.....	2		2				
Trader.....	2		2				
					184	2	186

LIST of Convicts who have been re-committed in the St. Vincent de Paul Penitentiary, and the Number of times, for the Year ending 30th June, 1878.

Name.	1st Re-commitment.	2nd Re-commitment.	Remarks.
George Thibault.....	1	.....
Pierre Blois.....	1	.....
Jos. Audebert <i>alias</i> Lymusse.....	1	.....
Pierre Fournier.....	1	.....
Jean Saucisse.....	1	.....
Joseph Richard.....	1	.....
George Marchand.....	1	.....
Julien Longtin.....	1	.....
Auguste Lacoste.....	1	.....
Henry Holden.....	1	.....
Alphonse Parent.....	1	.....
Thomas Kelly.....	1	.....
Edward Malrooney.....	1	.....
Jos. Isai Payette.....	1	.....	Served here 2 months 20 days, and the remainder of his 1st sentence in the Kingston Penitentiary.
Louis Mainville.....	1	.....	Served the full term of his first sentence in the Kingston Penitentiary.
Edward McMahon.....	1	.....	Served here 10 months, and the remainder of his first sentence in the Kingston Penitentiary.
Napoléon Barbeau.....	1	.....	Served here 4 months 3 days, and the remainder of his first sentence in the Kingston Penitentiary.
Treffé Groulx.....	1	.....	Served here 20 months, and the remainder of his first sentence in the Kingston Penitentiary.
John Rafferty.....	1	.....	Served here 2 months 19 days, and the remainder of his first sentence in the Kingston Penitentiary.
Célestin Gareau.....	.....	1	Served here 3 months 16 days, and the remainder of his 2nd sentence as well as the full term of his 1st sentence in the Kingston Penitentiary.
Total.....	19	1	

RETURN of Convicts who have died in the St. Vincent de Paul Penitentiary, during the Year ending 30th June, 1878, with crime and place of conviction.

No.	Name.	Crime.	Place.
1	Joseph Tenier.....	Larceny.....	District of Gaspé.
2	Hubert Lafleur.....	Stealing a Horse and Buggy ...	do Bedford.

SUMMARY OF PUNISHMENTS awarded to Convicts in the St. Vincent de Paul Penitentiary, for the Year ending 30th June, 1878.

Months.	No. without bed.	No. in dark cell.	No. in solitary cell.	No. Flogged.	No. Lashes.	No. chained.	No. admonished.	No. who lost part of remission.	No. deprived of school.	No. deprived of light.	No. deprived of tobacco.	No. on bread and water.
1877.												
July.....	18	30	10	1	36	.....	45	3	1	1	3	25
August.....	29	19	8	.....	.....	.....	39	3	2	2	10	26
September.....	19	20	7	.....	.....	.....	35	.....	1	.....	1	29
October.....	23	31	14	.....	.....	.....	30	2	2	1	2	45
November.....	27	24	9	.....	.....	.....	27	1	2	.....	1	33
December.....	28	23	6	.....	.....	.....	25	.....	.....	.....	1	36
1878.												
January.....	22	27	9	.....	.....	.....	28	1	2	.....	2	32
February.....	31	22	7	.....	.....	.....	46	.....	.....	1	6	40
March.....	26	28	5	1	24	.....	32	.....	2	.....	2	31
April.....	23	24	10	.....	.....	.....	39	.....	.....	.....	13	30
May.....	37	35	11	.....	.....	.....	33	2	.....	.....	11	27
June.....	40	33	12	.....	.....	.....	37	3	1	1	19	37
Total.....	323	316	108	2	60	.....	416	15	13	6	71	391

TABLE No. 12.

RETURN of "Remission of Sentence" earned by Convicts discharged from the St. Vincent de Paul Penitentiary during the Year ended 30th June, 1878.

No.		Days earned.
1	Convict earned.....	15
1	do.....	47
1	do.....	72
38	do.....	76½
8	do.....	123½
13	Convicts averaged.....	128

TABLE No. 13.

DISTRIBUTION of Convicts at the St. Vincent de Paul Penitentiary on the 30th June, 1878.

Departments.	No. of Men.
Shoe shop.....	7
Tailor do.....	7
Bakery.....	3
Blacksmiths.....	13
Carpenters.....	21
Plumbers.....	3
Wing.....	9
Quarry.....	19
Lime kiln.....	3
Masons.....	24
Piling stone.....	13
Tramway.....	8
Brick.....	14
Stonecutters.....	46
Farm.....	27
Piling wood.....	6
Carting water.....	1
Garden.....	3
Hospital: Patients, 5; orderlies, 2.....	7
Accountant's Office.....	1
Storekeeper.....	1
Dining hall.....	4
Kitchen.....	3
Wash-house.....	7
Dry-room.....	2
Keeper's hall.....	1
Cellars.....	2
On punishment.....	4
	259

TABLE No. 14.

RETURN of Convicts who have become insane in the St. Vincent de Paul Penitentiary, during the Year ended 30th June, 1878.

No.	Names.	Remarks.
1	George Mastine.....	Sent to Kingston Penitentiary 24th December, 1877.
2	Wm. Murphy.....	do do 24th June, 1878.

No. 15.

NOMINAL List of Officers employed in the St. Vincent de Paul Penitentiary, as on the 30th June, 1878, giving Rate of Pay, Age and Dates of Appointment.

Names.	Rank.	Salary.	Age.	Date of Appointment.	Remarks.
J. A. Duchesneau.....	Warden ..	\$2,600	46	December 15, 1875	
J. W. Leclerc.....	Roman Catholic Chaplain.	1,200	40	May 20, 1873	
John Allen.....	Protestant Chaplain.....	1,200	65	do 20, 1873	
H. B. Mackay.....	Deputy Warden ..	1,400	56	November 30, 1875	
Elséar Dagnault.....	Accountant.....	1,000	43	January 7, 1876	
Joseph Pratt.....	Surgeon ..	600	69	May 20, 1873	
J. T. Pominville.....	do ..	600	53	do 20, 1873	
Hypolite Lanctôt.....	Clerk ..	700	62	December 15, 1875	
John Cooper.....	Chief Keeper.....	800	63	May 20, 1873	
Albert Valois.....	Storekeeper.....	700	33	January 14, 1876	
Leandré Mazuret.....	Steward ..	650	50	May 20, 1873	
John McDermott.....	Hospital Keeper.....	560	40	do 20, 1873	
Luc Levesque.....	Chief Trade Instructor and Clerk of Works.	1,000	60	December 1, 1877	
James Devlin.....	Engineer.....	780	28	do 1, 1874	
Edward Kenny.....	Farmer and Gardener ..	550	28	January 1, 1876	
Procopé Dumas.....	Trade Instructor.....	560	40	May 20, 1873	
Jean Vaudry.....	do ..	700	51	do 20, 1873	
Auguste Leduc.....	do ..	560	40	do 20, 187	
Guillaume Murcotte.....	do ..	600	42	June 12, 1877	
Joseph Desautels.....	do ..	700	29	do 9, 1876	
Noel Beauparlant.....	do ..	500	45	April 15, 1877	
David Leonard.....	Messenger ..	450	47	December 1, 1877	
John Lynch.....	Keeper.....	500	40	May 20, 1873	
Onésime Sigouin.....	do ..	500	43	do 19, 1874	
F. P. McIlwain.....	do ..	500	38	do 20, 1873	
Jean Bte. Desormeau.....	do ..	500	41	July 1, 1873	
Michael Kerrigan.....	do ..	500	49	May 20, 1873	
James Blain.....	do ..	500	45	do 20, 1873	
Joseph Demers.....	do ..	500	32	do 20, 1873	
Romuald Gadbois.....	do ..	500	31	do 19, 1873	
Alphonse Dequoy.....	1st Class Guard.....	450	40	do 19, 1873	
John Brière.....	do ..	450	37	do 19, 1873	
Zéphirin Lacasse.....	do ..	450	49	July 14, 1873	
Jean Bte. Gauthier.....	do ..	450	36	do 1, 1873	
Napoléon Charbonneau.....	do ..	450	29	do 1, 1873	
Adolphe Lefebvre.....	do ..	450	38	do 13, 1874	
Magloire Bélanger.....	do ..	450	51	May 15, 1876	
Louis Isai Gibeau.....	do ..	450	36	June 1, 1876	
Napoléon Malette.....	do ..	450	35	do 1, 1876	
Gilbert Chartrand.....	do ..	450	37	July 1, 1876	
James Carty.....	do ..	450	51	December 7, 1876	
Alfred Pudney.....	do ..	450	40	do 19, 1876	
Napoléon St. Germain.....	do ..	450	32	February 1, 1877	
Alphonse Reid.....	do ..	450	32	March 1, 1877	
Antoine Malette.....	do ..	450	24	April 19, 1877	
Joseph Lauzon.....	do ..	450	39	do 23, 1877	
Napoléon Trepanier.....	do ..	450	33	do 25, 1877	
Dolphus O'Burn.....	do ..	450	35	June 1, 1877	
Henry Harnett.....	do ..	450	33	October 10, 1877	
John Euard.....	do ..	450	40	November 12, 1877	
Ubald Chartrand.....	do ..	450	34	January 1, 1878	
Samuel Hill.....	do ..	450	52	February 1, 1878	
Camille Désormeau.....	Probationary.....	450	21	July 1, 1878	Tinsmith.
Rennald Lacasse.....	do ..	350	33	do 1, 1878	
Ferdinand Chartrand.....	Teamster.....	250	43	December 9, 1876	
Edouard Prévost.....	do ..	250	28	do 15, 1876	

(Translation).

REPORT OF THE ROMAN CATHOLIC CHAPLAIN OF ST. VINCENT DE
PAUL PENITENTIARY TO THE INSPECTOR, &c., &c., &c.

SIR,—In my report for last year I took the liberty of drawing your attention to certain defects which appeared to me to stand in the way of the successful carrying on of our Penitentiary. You, without doubt, found the remarks which I ventured to make to be correct, since you directed the attention of the Honorable Minister of Justice to the suggestions offered in my own report.

The defects which I pointed out in my report for 1877 I could still indicate to-day, inasmuch as nothing, or almost nothing, has been done to remedy them. However, the sooner they are looked after the better; for, in time, the evil diffuses its venom, and becomes more difficult to eradicate. There are a few points upon which I shall venture to offer an opinion in the present report, and they are these:—

TREATMENT OF INCURABLES.

• There is a class of criminals upon whose reformation it is impossible to reckon. It is the class embracing those who have made crime a profession, and who, through a habit of evil doing, have ended by extinguishing their moral sense. These are incurables, whom it is necessary to bring under a special course of life, the first object of which ought to be to prevent them from injuring society and from spreading around them in our prisons the plague of crime.

Before, then, commencing any attempt to create a moral feeling among the prisoners, it is necessary, as a step of the first importance, to isolate this class of criminals of whom I am speaking from the others.

But these hardened criminals are not very numerous, and it would be sufficient to employ a small degree of intelligence and good will to prevent them from spreading round them the corruption with which they are tainted. However, so long as the law and the regulations remain unamended, and if the making use of buildings constructed after a plan as faulty as those now under construction is persisted in, it will be impossible to do anything for the class of criminals I am speaking of.

I have already said, and I repeat it, isolation, by means of silence, is an impossibility; that law exists only on paper. So long as the prisoners are thrown pell-mell together they will speak. Besides, to ask from them a total silence when they are exposed to a temptation to speak, when they are placed in compulsory contact one with another, is to require more than one has a right to exact; it is a demand which appears to me beyond the forces of nature to comply with. And, moreover, the facts exist, and every officer of the penitentiary wishing to speak the truth will be compelled to acknowledge that I state what is true, and there is not a single one of them, although he may have used a considerable amount of severity, who has been able to obtain from the prisoners working in common anything like silence.

What then remains to be done to prevent the incorrigibles about whom I am speaking from corrupting the others? There is only one way in my opinion—complete isolation—the cell by day and night.

Doubtless, those whom we are compelled thus to isolate should not be treated with cruelty. They ought to have suitable cells of sufficient size, clean, well lighted, well ventilated; they ought to be able to work in order to render their solitude less tedious and less painful; the Warden, the Chaplains, and the other officers, should visit them frequently in order to bring them to a state of better feeling if there is any means of doing so. Under these conditions they will be placed not only in a position which will render it impossible to injure others, but besides the reflection which will necessarily be brought about by the solitude in which they will be placed will furnish them with the means of returning to a better state of feeling.

Consequently, equally for the welfare of the incurables themselves, and for the protection of those who are still comparatively good, the isolation of the first class appears to me to be a necessity.

There is another reflection which appears to me to find here its proper place, and it is this: The law which has the right and whose duty it is to punish the criminal, has not the right to expose him by contact with others to lose the little of virtue and honorable feeling which still remains in him. All power comes from the Deity and should be employed not for the ruin but for the moral improvement of the guilty. Now, to throw a man who has committed a fault, his first one perhaps, to throw him into the society of those who will be eventually the cause of his complete moral ruin, * * * to expose him to be a witness by compulsion of their immorality, of their blasphemics; to be the victim of their insolent raillery, this appears to me to go beyond the power of the law.

In the course of the past year, I often questioned the prisoners, the good as well as the bad. From what they admitted I was able to convince myself that the great delight of those old in crime is to relate to the new comers the brilliant exploits of which they were the heroes; the greater the amount of immorality their stories revealed the higher the position they occupied in the esteem of a certain number of their companions.

I do not press the point any further; I believe I have said enough to shew that the rule of silence imposed on the prisoners working in common does not attain the end sought for by the Legislator, which is to prevent the intercourse of the prisoners with one another, and to prevent a spread of crime.

Up to the present time it has been possible to secure results which might appear contradictory to what I have stated. The moral conduct of the prisoners in general has been exceptionally good. But this arises not from the efficiency of the law and the regulations, but from the fact that we have been able from time to time to get rid of several of our prisoners by sending them to another penitentiary. In this way we have gone on with a prison population comparatively small in numbers and easy to manage. But these emigrations from one penitentiary to another must cease so soon as we shall have buildings capable of lodging all our prisoners. Then, in particular, we shall have need of the changes which I propose, if we do not wish to be overwhelmed by evil influences, and to be incapable of controlling it.

COMMON GAOLS.

The Penitentiary is only one portion of a system which should embrace all kinds of means for the repression of vice. If the law destroys with one hand what it builds up with the other, it will be impossible to arrive at any result of importance. If the guilty person has every opportunity of becoming completely demoralized before his reform is attempted, the course is, to say the least, absurd, not to say criminal. Such, however, is the case at the present moment. The common gaols of our large cities are nothing else but schools of vice and immorality. The mingling of criminals of all kinds, the want of separation between those of different ages, the idleness in which, for months at a time, hundreds of our criminals rot, all this makes of the common gaol, but a school of vice. In order that I may be believed not to have overdrawn the picture, I may state that the reality is worse than I can represent it. I cannot understand how the people of our large cities can allow such a state of affairs to remain without protest. How many poor young men proceed every day to these horrible dens to bury whatever remnants of virtue, they may still possess? How many fathers of families, go to forget in prison, what they owe to their wives and children? It may be said that after two or three condemnations to the prisons of our large cities, the return to virtue becomes very difficult, not to say impossible.

And it is the people who pay their money for their own demoralization.

It is time to bring forward a remedy for such a deplorable state of affairs. So long as our common gaols remain what they are at the present moment, the efforts put forward to place our Penitentiaries on a footing of true efficiency will be useless.

Every building ought to have a foundation. Now, the foundation of every true system of repression is the common gaol. It is the first halting-place, where every criminal stops.

It often happens that a young man, honest, laborious, moral, finds himself by chance engaged in a brawl. It is his first offence. He is condemned to three months confinement in one of our large prisons. It is the first time that he has crossed the threshold of one of these buildings. He is thrown into an apartment, in the company of all the most degraded beings the city contains. Willing or unwilling he must remain in their company day and night; he must listen to their immoral conversation, their blasphemy, their impiety. Not only must he listen to it, but he must also take part in it. Unhappy is his case if he does not place himself on a level with the others. They will make him pay dearly for his scruples. He will become the object of the hate, and often of the ill-treatment of his companions. And this is a true history. After three months, passed with such surroundings, the poor young man will not be far from being as corrupt as his pitiable companions. And to say that all this is done in the name of the law, and to reform the guilty! What can we say about the accused person awaiting his trial, and compelled to live in this polluted company? In a few days, perhaps, he will be declared innocent and set at liberty. But, before being declared innocent, he will have been compelled to live in a society, contact with which will be more than sufficient to make a criminal of him.

In fact, so long as the common gaols of our large cities continue to be schools of vice instead of schools of morality, one can hardly expect anything else than to see the criminal class increase.

INSTRUCTION OF PRISONERS.

There is one department that appears to me to be too much neglected in our Penitentiaries, and that is the school. The school hours should be the first to be set apart in the employment of time in the prison, and should be sufficient in number. Up to the present day very little time has been set apart for the instruction of the prisoners. The great object seems to be to keep the prisoners employed on work which will return some profit to the State. There are scruples about losing one hour of manual labor in order to devote it to instruction. Up to the present time only one short half hour, each day, has been devoted to the instruction of the prisoners. It is much too little every one will admit. Doubtless those in charge of the school do all that is possible to do; the prisoners themselves show their willingness to receive instruction.

But what can one teach to a hundred men during one half hour each day? We must say then, with Dr. Wines, that financial interest carries far too much weight in our penitentiaries. Material prosperity ought not to be considered as superior to the moral welfare of the prisoners. Nevertheless it must be admitted that the success of a penitentiary is estimated by the condition of its finances or the revenue side of its balance sheet. This is the idea which will strike anyone who will take the trouble to read the reports furnished by certain head men in our penal institutions. Their first object appears to be to lessen the expenditure and to increase the revenue. Everything else seems to possess quite a secondary importance. In my opinion there is no more hurtful an error than this, nor one more calculated to hinder the true advancement of our penal institutions. Above all awaken the intelligence of the prisoners, strengthen their desire to do right, purify their hearts. The rest will come of itself.

Ignorance is the source of many crimes, and it is sufficient to look over the statistics furnished by our various penitentiaries, in order to see what an enormous crowd of criminals is furnished from the class of ignorant people. If you reproach these men with their crimes, their brutal instincts, they will quite simply reply: "How could I act in any other way? I was never taught anything else."

If then, as is admitted by all the world, the penitentiary ought to be above all things a school of reformation, give it that without which there can be no reform, namely, instruction.

Moreover, it would be easy without greatly deranging the existing order of things, to give to the prisoners much more efficacious means for obtaining instruction. This is what I would propose:—That the instructor should keep school for four or five hours each day; that is to say, that he should divide up the prisoners who should attend school into four or five different classes. That he should take each class separately at different hours of the day.

By proceeding in this way there would be only one hour each day taken out of the work of each prisoner—one half hour more than at the present time. Nevertheless, looking at the result, it would be really giving four or five hours each day to the instruction of the same number of prisoners, to which at present is only devoted one half hour or twenty-five minutes.

The result could not fail to be more advantageous than the system which is now carried on; and if I may be allowed to speak of money matters, I will add that, with the existing arrangements, the change which I suggest might be carried out without making any alteration in the pay-sheets.

SUPERINTENDENTS.

With the system of working in common, if it is not desired that the penitentiary should become a focus of corruption, the most active and the most intelligent superintendence on the part of the officers is necessary.

In all my previous reports I have insisted upon this leading point. It is useless to repeat each year the same thing. Nevertheless, the longer I see close at hand what goes on, the greater the experience I acquire, and also the more clearly I see the impossibility of having a truly efficient superintendence with our system of carrying on the work in common. Without taking into account the want of intelligence or of will on the part of certain employees, it is certain that each officer has to undertake more work than he can accomplish. The rule of silence requires from the guardians such a continuous exercise of their attention upon each of the prisoners entrusted to their charge, that their senses, always on the stretch, cannot be drawn aside by any external object, which is impossible in the nature of things. A single officer has sometimes thirty or forty men under his charge. How can it be expected that this officer can prevent these forty men, employed in different works, out of his sight, from conversing among themselves? It is simply impossible. Now, if the rule of silence, which is the essential foundation upon which all our system rests, is not put in force, everything else falls in ruin.

The amount of work, then, required from each officer is, in general, far too great. To expect that a man should be on the watch and strictly attentive for twelve hours each day, is to expect more than any man can do. And when, after these twelve hours of unremitting watchfulness, the same man is obliged, once or twice a week, to pass the whole night without having a single moment of respite to refresh himself after the fatigues of the day—which means twenty-four hours of uninterrupted watchfulness—it can be easily understood that it is more than nature can bear. The conclusion which must be arrived at from what I have just stated, is that some changes must be introduced into our present system if it is desired to make it really effectual.

WORK.

This is a point on which I have given my opinion in my previous reports; if I return to the same subject again it is because labour seems to me to be a point of the utmost importance, if it be desired that imprisonment should conduce to the moral improvement of the convict.

At the Prison Congress held in London in 1872, the question of labour was fully discussed, both in its relation to the moral improvement of the convict and to the reduction of the expense to the State resulting from the detention of the convict.

Howard has said: "Render men industrious and you will render them better." The great philanthropist was right. Steady, dilligent, honourable labour is one of the most powerful helps to honesty, at the same time that it becomes a means of support.

Labour may be imposed as an element of punishment, or as a means of reforming the convict. In the first case it is penal labour, in the second it is industrial labour. Purely penal labour is now out of the question. If some traces of it are still retained in England, it is that the system had so taken root in the habits and legislation of the country as to render it difficult to break off all at once from so old an institution. But the tendency is to do away with it completely.

Industrial labour is alone in conformity with the true principles of penitentiary science. It is useful to the convict by furnishing him with the means of living after his discharge; it is beneficial to the State by indemnifying it for the expenditure incurred for prison maintenance.

But how is the two-fold object to be attained? That is the difficulty. There should be, in the first place, at the head of each department, men thoroughly qualified, able to direct the work skilfully, men of high capacity, and imbued with the principles of penitentiary science, men capable of seeing that the first and chief object of labour and industry should be to promote the moral reformation of the convict.

Labour combined with moral and religious instruction, is what reforms and regenerates the habits of the convict; without this there is no hope, says M. Marquet Wasselot.

With labour, order enters a prison, it reigns supreme and without the use of any repressive and violent means—(Birenger).

Work, according to Duc Decazes, is a means of attaining economy and order in these institutions; it makes the convicts learn habits of application; it is for most of them a consolation, inasmuch as it banishes the gloomy thoughts inspired by confinement in a prison.

Convicts must be taught a trade which will support them honestly after their discharge, says M. Le Marquis de Laroche foncauld Liancourt. It is for the interest of society.

It is, in truth, evident that if you wish to prevent relapse, you must, as far as possible, give the convict the means of honestly earning his livelihood after his exit from prison. You must overcome his laziness and render him active and industrious. It is, I admit, a difficult task; success does not always follow even the most intelligent efforts; there are criminals who will always be criminals, but for a good many the good seed will bear its fruit, and labour wisely organized, assisted by other means of reformation which must be combined with it, will restore to society a large proportion of men thoroughly reformed.

In order to attain that result it would, as I have said, be necessary to have at the head of each department men penetrated with a sense of the importance of the duty devoting upon them. Great tact, perfect patience, irreproachable conduct are indispensable for every official of a prison. He must understand that his task is not merely to set a certain number of machines in motion, but also and chiefly to raise up and reclaim the intellect and the heart of those over whom he is placed. To that end his life must be an example to them. He must strive in every way to inspire them with a love of labour, and to render it both profitable and pleasant to them. How much good might be done if the officials of a prison understood all their duties?

For my part I conceive that but little has been done towards the proper organization of labour. The convict is compelled to labour, because the law declares that he shall be made to labour—a routine is laid down and is followed—but as to studying the character of the convict, his antecedents, his tastes, his capacity, his chances of future success and what would be most profitable to him after his release; the vices to be overcome in his character, the faults to be corrected, the good inclinations to be cultivated and, if possible, developed so as at length to render him an honest member of the community; all these are things which are not sufficiently looked to. Besides, that study would demand a degree of capacity which but few of our employees possess.

Hence the impossibility of securing any satisfactory result. Hence the routine manner in which everything is done, and the absence of any distinct idea of the object to be attained.

RELAPSING CRIMINALS.

This class of criminals has notably increased during the past year. I have already mentioned some of the causes calculated in my opinion to bring about relapses. I shall point out a few more.

In the first place it is clear that, by a certain class of criminals a second imprisonment is less dreaded than the first. Relapsing criminals on returning to prison are brought under a rule with which they are already familiar; they are acquainted with the manoeuvres necessary to enable them to lead an easy life; they are once more amongst old friends; in short, their past experience affords them every chance of being better off the second time than the first. In this point the law appears to me to fail in one of its essential aims, namely, to divert the criminal from his evil ways through fear of punishment. So long as the law makes no distinction whatever between relapsing criminals and those who are sentenced for a first offence, we may expect to see the former class steadily increasing. They should be submitted to an entirely different rule from that enforced as regards persons confined for a first offence. Kind treatment having been found insufficient to deter them from a life of crime, it would be well to try whether a dread of severe chastisement would not produce a more salutary effect.

As I have said above, the present law, regulations and buildings do not admit of any distinction being made. This is a defect which should be remedied with the least possible delay.

Another cause of relapse is the smallness of the sum given to convicts on their leaving the penitentiary. From five to twenty dollars and a suit of clothing, is all the convict possesses when he goes forth from prison. Work, we know, is not easily found in these days of general distress. A recommendation from the prison authorities is calculated to impede rather than to assist the convict in finding employment. If he remains in this condition a few weeks without being able to get work, the little money he has received on leaving will soon be spent, and in order to live he must steal or beg. As a general thing the choice is soon made. Hence it is not uncommon to see it stated in the public papers that discharged convicts have been arrested only a few weeks after they have been set free; simply, as they themselves declare, because they must do something for a living.

What is the use of labouring for several years at the reformation of a criminal if you refuse him afterwards the means of persevering in his good resolutions? Why not do here what is done with success in many other countries? The convict receives a certain percentage on the price of his labour. That percentage might be graduated according to the conduct and sum of work performed daily by the convict. In this way you would encourage industry and good conduct, and you would be in a position to provide the discharged convict with the means of making some provision for the trying period of his discharge. Lastly, a third cause of relapse is the want of protection or of prisoners aid societies for discharged convicts.

From the report of the London Congress of 1872, it appears that the system of *Patronages* for the aiding of discharged convicts is likely to be adopted everywhere. It is the necessary complement of every penitentiary system.

At that Congress the Home Secretary, stated that he attributed in part the falling-off in the number of prisoners in England to the action of the Aid Societies.

Official documents show that nearly forty Aid Societies were in operation in England in 1872, and assisted on an average 5,500 discharged prisoners each year. These societies offer their protection to all prisoners, but they do not force it on any one. They are generally private undertakings, established through a charitable motive, but when they are recognized by the state they receive aid from the Government and are entrusted with the monies allowed the prisoner by the State. Their work consists chiefly in efforts to find employment for discharged prisoners

so soon as they leave the prison; until such time as work is found for them they are provided with temporary lodging, and with clothing and food. Some societies have founded refuges where the prisoner is employed until a situation is found for him.

In France there are but a few Aid Societies, but those in operation have already done a great work. Before the founding of "La Societe de patronages desjeunes detenus de la Seine," a police report shewed that out of one hundred youths from the correctional prison, seventy-five returned to prison after having undergone their first term. At present the proportion of relapses among the juvenile prisoners patronized is only from six to seven per cent. In view of these facts, and of many others which need not be mentioned here, it seems evident that the aiding of discharged prisoners tends greatly to diminish relapses, if it does not prevent them completely.

Crime is increasing amongst us in an alarming manner. The fact is evident. There are to-day in our large cities societies organized for the purpose of robbery and pillage. Within the past ten or fifteen years, especially, crimes of every kind have multiplied with astounding rapidity. What has been done hitherto to check the evil? Nothing, or next to nothing. Are we waiting until the evil gets beyond control, before attempting to provide a remedy? One would fancy so, from the apathy evinced by those whose duty it is to protect society. Let Governments consult one another; let them give us laws suited to the wants of the day, and then, but only then, may we look for a diminution in the numbers of a class who are a constant menace and danger to society.

LIBRARY.

I have recommended a change which I considered necessary, as regards the library. The present system does not give satisfaction. The number of books now in use is

CHAPEL.

It is too small and cannot accommodate properly the number of convicts we now have. It must of necessity be enlarged.

CONCLUSION.

I have pointed out what I deemed to be defective in the government of the penitentiary. Some of the defects pointed out can only be done away with by a change in the law. So long as the law shall not have been amended, nothing remains for those whose duty it is to carry it out but to make the most of it. This has been done. All our officers, in general, from the highest to the lowest, have labored with zeal and perseverance. Hence the success attained has been greater than was to be expected, bearing in mind the numberless difficulties which have to be constantly encountered.

The moral state of the prisoners is very good. In that respect our success has surpassed my hopes. I know it is dangerous to take too favorable a view of things. I believe it to be more dangerous still to fall into the opposite extreme. Many things must be taken into account, and an uncommon degree of experience is needed in order to judge of the criminal classes. Men of deep thought, after years of study and experience, hardly dare pronounce an opinion on questions which persons devoid of experience boldly undertake to dispose of with a stroke of the pen. If it be dangerous to be too slow in judging, it is still more dangerous to judge hastily and without the requisite knowledge. I submit these remarks to those who would make a clean sweep of everything under the pretext that defects exist.

Let the defects be remedied, but allow whatever is good to remain.

Radicalism is dangerous even in penitentiary matters.

Trusting that the remarks embodied in this report may meet your views, and praying that the Government may at last carry out the improvements you yourself have so long and so uneasingly recommended.

I remain, Sir,

Yours, &c.,

JOS. U. LECLERC, PRIEST.

The Catholic Chaplain.

ST. VINCENT DE PAUL, December, 1878.

ST. VINCENT DE PAUL,

NOVEMBER 22nd, 1878.

To J. G. MOYLAN, Esq.,

Inspector of Penitentiaries.

SIR,—During the absence of Rev. J. Allan in England, I performed the duties of Acting Protestant Chaplain from July 4th to October 12th, 1877. In these duties, having had at the same time the duties of my own parish to attend to, I received most willing and efficient assistance from Mr. W. D. Mercer, Theological Student, of Montreal. I have, therefore, the honor to submit to you a Report covering the period in question.

After careful preparation of a class for confirmation, which preparation had extended over some time, his Lordship the Bishop of Montreal, accompanied by the Very Reverend the Dean, paid a visit to the Penitentiary, on July 30th, for the purpose of holding the Confirmation. The Bishop and the Dean were received on their arrival by the Warden and Deputy-Warden with every mark of respect and honour. The chapel had been decorated for the occasion, and its appearance was noticed with approval by his Lordship. Before the service the Bishop had a conversation with some of the convicts who had desired to see him. Five of the convicts were confirmed after an appropriate address from the Dean. The Bishop preached an affectionate and telling sermon, expressing his great pleasure at the good behaviour and excellent singing of the men and the appearance of the chapel, and urging them to make a right use of their opportunities. The rite was a most interesting and impressive one, and the thanks of Mr. Mercer and myself are due, and were given to the Warden, who by his obliging kindness, as well as by his presence in the chapel during the service, had assisted and encouraged us in every possible way.

On August 1st, through the kindness of the Warden, I was enabled to have a special service, assisted by Mr. Mercer, at which there was a celebration of the Holy Communion for the benefit of those who had just been confirmed. The five convicts who had been confirmed and four of the other convicts were amongst the communicants.

About 12 o'clock on Sunday night, August 5th, I noticed signs of fire at the penitentiary, and I immediately hurried to the spot, accompanied by Mr. Mercer and my brother, Mr. James Allan. On arriving we found that the stables were on fire. After going inside the building to see if any assistance could be rendered there in looking after the convicts, and finding that all was quiet and no need for assistance, I again went out. We then went to the stables where we did what we could to assist in controlling the fire, and where the efforts of Mr. Mercer were especially noticeable. The officers worked well and willingly, but it was impossible to do much towards saving anything. I am glad here to be able to speak in the highest terms in praise of the behaviour of all the convicts at this trying time. Though kept locked up in their cells, they were perfectly quiet and orderly, trusting in the assurance that they would be released in case of any real danger. I was continually about the penitentiary until about 5 o'clock in the morning, and during the whole of that time I heard scarcely a sound to indicate that there was any one besides the officers in the peni-

tentiary building. The next morning after prayers I made a short address to the Protestant convicts, congratulating them on their conduct. I mentioned to the Warden that I had done this, and he expressed his approval of my action in the matter.

The behaviour of the convicts in chapel and at other times has been, with a few exceptions, generally good. They seem willing and anxious to do all that they possibly can to make the chapel services warm and attractive.

I must also express my thanks for the kindness and assistance that I have received from the Warden and officers of the institution.

I have the honour to be,

Your most obedient servant,

GEORGE ALLAN, M. A.,

Incumbent of Mascouche and Terrebonne.

ST. VINCENT DE PAUL PENITENTIARY,

4th December, 1878.

To J. G. MOYLAN, Esq.,

Inspector of Penitentiaries.

SIR,—I have the honor to forward this my Report for the year ending 30th June last past, with the exception of the interval between 4th July and 12th October, for which I forward herewith a Report from my son, who, together with Mr. Mercer, officiated during my absence in Great Britain.

Number remaining on 1st July, 1877.....	39
Admitted during the year.....	22
	61
Discharged by expiration of sentence.....	17
Pardoned.....	4
Transferred to Kingston.....	8
“ “ R. C. Chaplain.....	1
	30
Number remaining on Books.....	31
<i>Religious Professions of those Admitted.</i>	
Church of England.....	8
Presbyterian.....	7
Methodist.....	5
Lutheran.....	1
Deist.....	1
	22

During the year, after very careful preparation, three were baptized; nor did they alone partake of the benefits of private religious instruction, as others much needing it were associated with them, and many difficulties and things hard to be understood were rendered plain to their understandings, and it is to be hoped, have reached their hearts.

As to the conduct of the convicts, whether during morning prayer, with a short exposition, Bible class, or Divine service, I have been exceedingly satisfied, as also with their responses, and with their singing, with or without the accompaniment of the organ.

Convicts, whether undergoing punishment or during sickness, confined to their cells, or in the hospital, have been duly visited. Of the former class there have been very few, and of the latter, during the last three months, none.

It has been in one sense a pleasure to see so many of the convicts engaged in the construction of a new wing to the buildings. They seemed to work with alacrity and precision, and the result thereof is most creditable. Indeed the industry displayed in the several departments is very creditable to the instructors and other officers.

The school progresses much under the superintendence of Mr. Harnett, who is indefatigable in his efforts to make the most of little time. He is well supported by energetic teachers and monitors, to the latter of whom the self-denying service seems a labour of love. These are certainly worthy of praise, if not of something more tangible. The school room is too small to admit of very extensive operations. I have been able to give a little help to such as require higher branches of knowledge than can be taught in the school proper.

It is much to be regretted that some are sent here from the courts who are merely the victims of perjury, or of the ignorance of jurors incapable of understanding right from wrong. A few also follow the counsels of some legal practitioners, in pleading guilty to charges of which they assert themselves innocent, in order to ensure a lighter sentence than they would receive if tried by such incompetent men, or found guilty on false evidence. If some expeditious remedy could be provided to apply to such cases it would be a great boon.

So long as the present terrible amount of drunkenness exists, recommitments will abound and penitentiaries will be filled. Licensed and unlicensed taverns and groggeries supply their customers with burning poisoned fluids which madden those who use them, and these are frequented by discharged convicts who waylay and entrap their former companions; and these pest-houses are the cause of almost all the deeds of violence and robbery. I do not find that it is so much for want of work that causes crime as intemperance and its concomitant evils.

I have the honour to be, Sir,

Your most obedient servant,

JOHN ALLAN.

(Translation.)

PENITENTIARY OF THE PROVINCE OF QUEBEC,

1st July, 1878.

Sir,—In submitting our Report on the sanitary condition of the penitentiary for the year 1878, we have the honor to inform you that the health of the convicts has been, generally speaking, good during the year just ended.

Among the convicts sent to us a certain number are sick and worn out by a previous disorderly and dissipated life. The regular life they are forced to lead here, the good food, the clean and suitable clothing they get, have the effect of restoring them to perfect health and enabling them to perform work they could not have done when first admitted.

Notwithstanding the increase in the number of convicts, we are happy to state that the number of sick has not been greater than in previous years. The need of a larger and better ventilated hospital is more and more evident. If, unhappily, the small-pox, which prevailed quite extensively during part of last winter in this parish, and in fact in the vicinity of the prison, had found its way into the institution, the position would have been a most difficult one, with our infirmary located as it is at present. We have this year to record two deaths—one, almost a sudden death, caused by congestion of the lungs, and the second by cancer of the stomach. In the latter case, the patient had been suffering for over a year from the disease. He died two months after reaching this institution.

On the 8th June last we came near having an accident. Two convicts who were engaged in painting in the head keeper's quarters found in a closet a bottle containing tincture of stramonium. Thinking it was brandy, they drank some of the contents and soon after exhibited symptoms of poisoning. They suffered much during the remainder of the day, but were better and out of all danger by evening. A few days afterwards they were able to begin work again.

The statistics, carefully prepared by the Hospital Steward, will enable you to judge of all that has been done in the medical department during the year ending 30th June ultimo. The number of officials who have been sick and visited in their quarters was 29, and the number of days they lost by sickness was 329. As in the past the Hospital Steward (Mr. McDermot) has been most faithful to his duties. He pays close attention to the condition of the sick and affords all the care their position requires.

In concluding this report, we feel it our duty to offer thanks to all the officers in general for their courtesy and their prompt coöperation with us in the duties devolving upon us.

We have the honor to be, Sir,

Your obedient servants,

J. PRATT,

J. T. POMINVILLE,

Joint Surgeons.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

ST. VINCENT DE PAUL, June 30th, 1878.

The Inspector Penitentiaries,
Canada.

SIR,—I submit to you the Report of the School under my charge for the year ending June 30th, 1878.

Having only obtained my appointment as schoolmaster on 1st January of this year, through the resignation of schoolmaster Martin, this report shall be somewhat similar to my semi-annual report.

For want of an adopted system for teaching in schools of penal institutions, it devolves upon the school masters personally, to submit for approval, rules and regulations that they shall consider most suitable to enable them to carry out with credit the duties imposed on them to the satisfaction of their superiors.

On my appointment as schoolmaster, I took the liberty of framing a code of rules and regulations and submitted them to chaplains, and I am happy to say they met with the approval of the Warden, (Dr. Duchesneau). Taking into consideration the time allowed for school, half an hour, exclusive of the other many obstacles that are to be met with in a school like this, I am happy to say the progress made during the past six months exceeded expectations.

In order that every well conducted prisoner may have an opportunity of attending school, and at the same time not place more in each class than would be possible for the assistant teachers to instruct, I adopted the system of employing one intelligent prisoner to each class to assist the instructor; and such prisoners on recommendation and as a remuneration the Warden (Dr. Duchesneau) appoints to positions of trust in the institution.

I have also adopted the system of giving work to be done by those who wish it, in their cells, to be brought to the school when completed, for inspection; such system I find is very much appreciated, and I am happy to say the progress made has given great satisfaction.

Having read some of your valuable reports, Sir, upon penal institutions, I have noticed particularly that you plead most earnestly to the Government to remember that they are places of reform and not of gain; therefore, having such valuable

authority as yourself, Sir, I, from my humble position, shall venture to plead a little on behalf of those confined in this institution. It must be ever borne in mind that it is an acknowledged fact that ignorance is one of the chief causes why so many unfortunates fill our penitentiaries; therefore, the education of those men must be one of the first considerations of the authorities, if they wish to strike at the root of the evil. How many times, Sir, may I ask, has it been acknowledged in open court by prisoners that their greatest and most daring robberies were the results of careful though silent plans formed inside their prison cells, for want of knowing better how to occupy their minds. The mind of man must be constantly employed; if unable to do so by literature, it will devise some other means, and to what means may I ask, will the mind of a wayward youth fly in a place so adapted for meditation as a prison cell? The remembrance of a kind father or a fond mother he has not; the love of a sister he never knew; but perchance, by fate, in early childhood days he was cast out upon the cold world to seek his bread by gathering on the streets. Such have I seen, such are amongst our number here to day.

It is no idle fancy; a great deal has to be accomplished in a school like this before it is anything like perfection, but for time, alas! it is short indeed, and for the obtaining of more, I shall leave for abler and better pens than mine.

I beg to tender to the Warden (Dr. Duchesneau), my warmest gratitude for his personal kindness and ever readiness to assist me in the discharge of my duties; his approval of my suggestions, no matter how trifling, when he considered they would tend to the welfare of the school.

Before closing this my first annual report, I also beg to return my sincere thanks to the chaplains for their uniform kindness and valuable suggestions, their kindly words of encouragement to those under my charge, and I am sure the benefit that the school shall derive from the system of quarterly examinations proposed and held by the Roman Catholic Chaplain will in some way compensate him for the trouble he has taken. I must say my assistant teachers evince the greatest zeal for the improvement of those under their tuition.

Attached is a statement of the school for the half year, commencing 1st January and ending June 30th, 1878.

I am Sir,

Your most obedient and humble servant,

HENRY HARNETT,

Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector Penitentiaries,
Canada.

STATEMENT SCHOOL ST. VINCENT DE PAUL.

Branches taught:—Reading, writing and arithmetic.		
Total number on school register during half year		132
“ “ remaining		92
Learning to read, write and cipher		74
“ Read and write		24
“ Read and spell		20
“ Alphabet		12
Advanced arithmetic } done at evening in cells and brought		
“ writing ... } to school for inspection		12
Studying French language		50
“ English language		42

HENRY HARNETT,

Schoolmaster.

Tr. FARM in Account with St. Vincent de Paul Penitentiary for the Fiscal Year ending 30th June, 1878. Cr.

Description.	Rate.	Total.	Description.	Rate.	Total.
To 3,803 days' Convicts' labour.....	\$ 0 50	1,901 50	By 18,082 lbs. pork, dead and alive.....	\$ 0 10	1,808 20
Keep of pigs.....	.....	418 17	182 galls. milk.....	0 20	36 40
Horse labour, 951 days.....	1 50	1,426 50	1 heifer.....	.....	30 00
Farmer's salary.....	.....	560 00	1 calf.....	.....	5 00
Two Guards' salary.....	4 50	900 00	3,500 bush. potatoes.....	0 50	1,750 00
Seed, implements and manure.....	.....	893 63	3,000 heads cabbage.....	0 10	300 00
Forge for horses, &c.....	.....	2,247 21	12,000 do.....	0 05	600 00
905 days Convicts' labour, attending 14 horses.....	0 50	452 50	7,000 bush. mangold wurtzels.....	0 40	280 00
			450 do parsnips.....	0 50	225 00
			250 do Swede turnips.....	0 50	125 00
			800 do beets.....	0 60	480 00
			600 do carrots.....	0 45	270 00
			250 do peas.....	1 00	250 00
			250 do onions.....	1 00	250 00
			60 do barley.....	0 70	42 00
			25 do beans.....	3 00	75 00
			530 do oats.....	0 50	265 00
			30 do buckwheat.....	0 60	18 00
			2,000 bunches lettuce.....	0 03	60 00
			700 do radish.....	0 04	28 00
			500 do leeks.....	0 03	15 00
			300 do parsley.....	0 03	9 00
			300 do sage and savory.....	0 05	15 00
			300 doz. sweet corn.....	0 10	30 00
			3,000 heads celery.....	0 06	180 00
			150 bundles hay.....	0 15	22 50
			2,000 do straw.....	0 10	200 00
			500 do pea straw.....	0 02	10 00
			500 loads of manure.....	0 25	125 00
			4,004 days' horse labour for Institution.....	1 50	6,006 00
Balance.....		4,710 59			
		\$13,510 10			\$13,510 10

EDWARD KENNY,
Farmer.

REVENUE.

The Dominion of Canada in account with the St. Vincent de Paul Penitentiary, for the Fiscal Year ending 30th June, 1878.

1877.	D.P.	1878.	Cr.	\$ cts.
August 10...	To Bank Draft in favor of the Hon. the Receiver-General	June 30...	By	
Sept. 1...	do do		Bakery.....	289 51
Oct. 1...	do do		Blacksmith.....	284 52
Nov. 1...	do do		Brick-yard.....	284 25
Dec. 1...	do do		Carpenters.....	332 42
			Convicts' labour.....	182 32
			Farm.....	
			Library.....	1 80
1878.			Lime-kin.....	142 21
Jan. 2...	do do		Rent.....	386 56
Feb. 1...	do do		Shoe-shop.....	798 27
March 1...	do do		Store.....	34 40
April 1...	do do		Steward's department.....	29 86
May 1...	do do		Tailors.....	92 49
June 1...	do do		Tinsmiths.....	174 92
July 2...	do do		Rations.....	0 63
			Visitors' fund.....	72 75
			Stonecutters.....	291 63
			Fines.....	23 00
				3,408 72

ELIZEAR DAGNEAULT,
Accountant.

EXPENDITURE.

The Dominion of Canada in account with the St. Vincent de Paul Penitentiary, for Fiscal Year ending 30th June, 1878.

1877.	Dr.	\$ cts.	1877.	Cr.	\$ cts.
July 23...	To Bank Draft in favour of the Honourable the Receiver General	39 55	July 4...	By Pay-list	2,661 81
	Armoury	219 50	do 19...	Warrant	4,605 14
	Blacksmiths	1,050 13	do 27...	do	4,342 45
	Chapels	321 63	do 31...	do	1,243 28
	Clothing	7,966 18	do 21...	do	400 00
	Convict travelling allowance	940 00	Aug. 2...	do	39 55
	Contingencies	454 50	do 17...	Pay-list	2,828 67
	Capital Fund	5,763 66	do 18...	Warrant	8,291 36
	Escaped convicts	50 00	Sept. 1...	do	154 83
	Farm	3,399 60	do 7...	Pay-list	2,816 19
	Freight and cartage	24 75	do 12...	Warrant	252 14
	Fuel	6,613 82	Oct. 1...	do	1,825 83
	Library	233 96	do 8...	Pay-list	2,816 19
	Leather for manufactures	470 33	do 11...	Warrant	307 09
	Light	618 05	Nov. 1...	do	3,447 36
	Medicine and medical comfort	401 21	do 17...	Pay-list	2,778 69
	Maintenance of machinery	65 69	do 21...	do	1,700 00
	Masonry	276 08	do 1...	do	2,738 16
	Officer's uniform	264 30	Dec. 1...	Pay-list	7,365 00
	Prison buildings	432 42	do 4...	Warrant	2,786 60
	Postage and telegrams	11 43	do 11...	do	150 00
	Printing and advertising	28 60	do 15...	do	280 00
	Quarry	540 81	do 24...	do	3,110 31
	Rations	12,247 25	1878.	do	235 26
	Retiring gratuity	447 72	Jan. 1...	Pay-list	2,807 85
	Salary	33,971 82	do 12...	Warrant	2,537 68
	Shoe shop	1,241 33	do 12...	do	229 88
	School	35 74	do 16...	do	400 00
	Sundries	1,176 46	do 9...	Pay-list	2,807 85
	Stable	5,379 43	Feb. 1...	Warrant	447 72
	Tailors	326 99	do 11...	do	2,621 68
	Travelling expenses	169 65	do 11...	do	179 50
	Tobacco	418 81	do 11...	Pay-list	2,807 85
	Tools	396 72	March 2...	Warrant	3,604 11
	Tinsmiths	278 53	do 9...	do	133 66
	Transfer of convicts	66 66			
	Valuation				

1878.							
June 30....	To Balance in bank on a tramway account	39 55	April 1....	Pay-list.....	2,807 65		
	do cash.....	1,601 34	do 12....	Warrant.....	3,508 68		
		400 00	May 1....	Pay-list.....	2,816 19		
			do 11....	Warrant.....	2,070 77		
			do 23....	do.....	150 00		
			June 1....	Pay-list.....	2,824 53		
			do 11....	Warrant.....	1,967 30		
	Total.....	2,040 89		Total.....	91,838 81		
		91,838 81					

By Balance in Bank.....	\$1,601 34
do Cash.....	400 00
Total.....	2,001 34

Correct,

ELZEAR DAGNEAULT,
Accountant.

St. VINCENT DE PAUL PENITENTIARY,
24th July, 1878.

STATEMENT of Material used and Work done in Shoe Department during the Fiscal Year ending 30th June, 1878.

Quantity.	Description of Work.	Material.	Labour.	Total.
<i>Institution Account.</i>				
		\$ cts.	\$ cts.	\$ cts.
40	Pairs discharge gaiters.....	61 09	53 91	115 00
40	do do balmorals.....	58 46	58 54	117 00
11	do do shoes.....	10 68	16 57	27 25
2	do do boots.....	4 00	3 00	7 00
263½	do men's brogans.....	293 08	171 30	464 38
85	do long boots.....	163 40	85 60	249 00
146	do men's shoes.....	151 49	102 76	254 25
51	do leather slippers.....	31 82	20 93	52 75
117	do canvas do.....	55 64	32 61	88 25
290	do leather mitts.....	56 30	22 05	78 35
11	do females' gaiters.....	12 99	13 61	26 60
35	do uniform boots.....	119 45	53 05	172 50
1,359½	do boots and shoes repaired.....	319 65	516 74	836 39
70	New belts.....	19 20	17 15	36 35
15	Belts repaired.....	2 59	2 44	5 03
28	Leather straps.....	8 85	4 85	13 70
6	do repaired.....	45	42	87
2,389	Ozs. leather.....	10 73		10 73
311	Pairs mitts repaired.....	18 70	2 90	21 60
12	Gross shoe-laces.....	11 67	3 58	15 25
	New saddlery.....	26 15	11 58	37 73
	Harness repaired.....	1 18	1 72	2 90
	Sundries.....	12 10	8 10	20 20
<i>Officers' Account.</i>				
34	Pairs men's gaiters.....	58 68	27 57	86 25
20	do do boots.....	40 56	21 59	62 15
37	do do shoes.....	60 05	22 70	82 75
10	do do balmorals.....	18 67	7 58	26 25
29	do do slippers.....	14 82	7 23	22 05
55	do women's boots and shoes.....	39 96	24 59	64 55
64	do do slippers.....	23 16	13 34	36 50
87	do boys' boots and shoes.....	67 94	35 66	103 60
49	do girls' do.....	29 93	19 92	49 85
78	do children's shoes and slippers.....	35 59	22 61	58 20
322	do boots and shoes repaired.....	51 79	70 09	121 88
4	Sets new harness.....	28 06	17 94	46 00
	Harness repaired.....	9 05	4 10	13 15
	New saddlery.....	4 97	3 83	8 80
	Sundries.....	1 23	1 80	3 03
<i>Farm Account.</i>				
59	New straps.....	8 92	4 58	13 50
61	Straps repaired.....	9 09	6 97	16 06
8	Pairs reins.....	1 35	1 82	3 17
19	Harness pads.....	5 83	3 00	8 83
6	New halters.....	3 20	1 50	4 70
	Saddlery repaired.....	18 19	11 91	30 10
	New saddlery.....	13 84	16 28	30 12
	Sundries.....	3 80	1 62	5 42
<i>Contract Account.</i>				
4	Pairs men's boots and shoes.....	2 99	1 51	4 50
17	do do congress.....	20 19	7 76	27 95
22	do do brogans.....	18 54	4 26	22 80
2	do do slippers.....	1 00	50	1 50
8	do boys' balmorals.....	5 61	2 39	8 00
4	do girls' do.....	2 54	1 06	3 60
15	do children's slippers.....	8 59	4 41	13 00
		\$2,057 81	1,573 53	3,631 34

RECAPITULATION.

Description.	Material.	Labour.	Total.
	\$ cts.	\$ cts.	\$ cts.
Institution	1,449 67	1,203 41	2,653 08
Officers' Work	484 46	300 55	785 01
Farm	62 22	47 68	111 90
Contract	59 46	21 89	81 35
	2,057 81	1,573 53	3,631 34

STATEMENT of Number of Men and Day's Work done in the Shoe Department, during the Fiscal Year ending 30th June, 1878.

Month.	No. of Men.	Days.	Rate per day.	Amount.
				\$ cts.
1877—July	13	300	50	150 00
August	13	308	50	154 00
September	15	261	50	130 50
October	17	330	50	165 00
November	16	390½	50	195 25
December	16	377½	50	188 75
1878—January	14	342½	50	171 25
February	13	292	50	146 00
March	15	333	50	166 50
April	14	349½	50	174 75
May	14	346½	50	173 25
June	14	300½	50	150 25
Total	174	3,931		\$1,965 50

Average number of men, 14½.

NOEL BEAUPARLANT,

Instructor.

STATEMENT of Work done in Tailoring Department for the Fiscal Year ending
30th June, 1878.

Description.	Quantity.	Value of Labour.	Value of Material.	Total.
<i>Officers' Clothing.</i>				
		\$ cts.	\$ cts.	\$ cts.
Blue cloth dress coats.....	34	61 00	272 00	333 00
do vests.....	34	27 00	136 00	163 00
Black doeskin pants.....	34	27 00	170 00	197 00
Winter beaver coats.....	35	72 50	253 00	325 50
do vests.....	32	20 00	141 09	161 09
Winter tweed pants.....	38	23 00	148 35	171 35
Summer tweed coats.....	28	50 00	140 29	190 29
do vests.....	28	25 00	60 07	85 07
do pants.....	28	25 00	98 50	123 50
<i>Discharge Clothing.</i>				
Beaver overcoats.....	25	75 00	206 62	281 62
do pea coats.....	21	38 50	165 08	203 58
Tweed coats.....	27	39 50	143 30	182 80
do vests.....	73	45 25	156 93	202 18
do pants.....	69	40 65	220 61	261 26
Beaver caps.....	14	5 50	13 94	19 44
Flannel shirts.....	21	8 95	39 19	48 14
<i>Clothing for Penitentiary.</i>				
Woolen coats.....	90	36 00	189 72	225 72
do pants.....	318	92 25	698 93	791 18
do vests.....	146	36 65	74 99	111 64
do caps.....	139	26 65	50 66	77 31
do mitts, with leather.....	273	20 47	98 41	118 88
do do without leather.....	2	0 10	0 60	0 70
do slippers, old cloth.....	6	1 65	4 73	6 38
Linen coats.....	62	18 90	68 29	87 19
do pants.....	386	110 65	417 85	528 50
do caps.....	5	0 50	1 50	2 00
do braces.....	230	20 00	29 22	49 22
do sheets.....	158	13 30	80 67	93 97
do towels (officers').....	208	13 40	27 45	40 85
do do (convicts').....	427	25 05	65 16	90 2
Gingham handkerchiefs.....	376	18 80	46 87	65 67
Aprons.....	84	6 60	15 07	21 67
Belts.....	8	0 45	2 96	3 41
Sleeves.....	1	0 25	0 41	0 66
Bed-ticks.....	30	3 00	12 70	15 70
Pillow-cases.....	83	8 30	8 76	17 06
Pillow-slips.....	85	5 50	14 98	20 48
Ear laps.....	57	5 70	8 69	14 39
Coffee bags.....	6	2 10	2 12	4 22
Repairing clothes and sundries.....		1,038 27	1,848 25	2,886 52
Custom work.....		38 52	25 21	63 73
Total.....		\$2,126 91	6,159 17	8,286 08

R E C A P I T U L A T I O N .

Officers' clothing.....	330 50	1,419 30	1,749 80
Discharge clothing.....	253 35	945 67	1,199 02
Clothing for Penitentiary.....	466 27	1,920 74	2,387 07
Repairs and sundries.....	1,038 27	1,848 25	2,886 52
Custom work.....	38 52	25 21	63 73
Total.....	\$2,126 91	6,159 17	8,286 08

STATEMENT of Number of Men and Days' Work done in the Tailors' Department during the Fiscal Year ending 30th June, 1878.

Months.	No. of Men.	Days.	Rate per day.	Total.
			cts.	\$ cts.
1877—July	19	368	50	184 00
August	17	371	50	185 50
September	17	372½	50	186 25
October	20	473	50	236 50
November	20	440	50	220 00
December	21	448	50	224 00
1878—January	20	463	50	231 50
February	19	403	50	201 50
March	19	421	50	210 50
April	20	420½	50	210 25
May	18	405	50	202 50
June	16	312	50	156 00
Total	226	4,897	.....	2,448 50

Average number of convicts, 19½.

G. MARCOTTE.

STATEMENT of Work done and Material used in the Carpenters' Shop during the Fiscal Year ending 30th June, 1878.

Description of Work.	Labour.	Material.	Total.
	\$ cts.	\$ cts.	\$ cts.
<i>Institution Account.</i>			
Stonecutters and masons	273 05	418 19	691 24
Yard and woodyard	10 40	23 76	34 16
Tailors' shop	12 50	15 12	27 62
Blacksmith shop	15 15	30 31	45 46
Shoe shop	2 65	6 90	9 55
Quarry	29 99	107 64	137 63
Schoolroom	7 00	10 45	17 45
Brickyard	96 82	360 72	457 54
Lime kiln	0 50	1 81	2 31
Farm	267 79	401 86	669 65
Tinsmith shop	16 65	32 64	49 29
Carpenters' shop	45 25	102 34	147 59
Convicts' trunks	20 50	15 08	35 58
Engine-house No 1	16 10	42 56	58 66
Warden's office	20 15	10 33	30 48
Catholic chapel	166 22	139 68	305 90
Chief Keeper's office	3 00	0 75	3 75
Protestant chapel	17 50	29 66	47 16
Hospital	3 70	8 11	11 81
Bakery	10 25	9 43	19 68
Store	7 15	21 05	28 20
Stonebreakers	47 00	129 06	176 06

STATEMENT of Work done and Material used in the Carpenters' Shop, &c.—Continued.

Description of Work.	Labour.	Material.	Total.
<i>Institution Account—Concluded.</i>			
	\$ cts.	\$ cts.	\$ cts.
Tramway	0 20	5 00	5 20
Catholic library	3 00	2 93	5 93
Engine-house No. 2.....	1 80	5 89	7 69
Hose-house.....	0 25	1 00	1 25
Accountant's office	0 05	5 45	5 50
Stables	22 25	9 25	31 50
Bookbinding department	1 00	2 48	3 48
Sundries.....	30 35	130 66	442 01
<i>Public Works Account.</i>			
New wing.....	164 82	336 62	501 44
Warden's house.....	127 40	200 17	327 57
Deputy Warden's house.....	59 21	6 48	65 69
Guard houses.....	8 80	23 63	32 43
Rev. J. Allen's house.....	7 00	28 31	35 31
Chief Keeper's house.....	33 00	51 02	84 02
Sundries.....	668 00	1,202 12	1,870 12
Custom	141 65	200 21	341 86
<i>Steward's Department Account.</i>			
Dormitory	20 00	10 50	30 50
Dining hall.....	190 75	196 25	387 00
Kitchen.....	160 50	120 45	280 95
Wash-house.....	55 60	50 70	106 30
Bucket-ground.....	40 50	28 85	69 35
Clothing store.....	15 65	19 25	34 90
Keeper's hall.....	9 00	12 00	21 00
Sundries.....	24 57	4 70	29 27
Total	3,155 67	4,571 37	7,727 04

RECAPITULATION.

Account.	Labour.	Material.	Total.
	\$ cts.	\$ cts.	\$ cts.
Institution	1,429 22	2,080 11	3,509 33
Public Works	1,068 23	1,848 35	2,916 58
Custom	141 65	200 21	341 86
Steward's Department	516 57	442 70	959 27
Total	3,155 67	4,571 37	7,727 04

STATEMENT of Number of Men and Days' Work in the Carpenter Shop, during the Fiscal Year ending 30th June, 1878.

Months.	No. of Men.	Days.	Rate.	Total.
			cts.	\$ cts.
1877—July.....	22	530	50	265 00
August.....	25	618	50	309 00
September.....	34	591	50	295 50
October.....	31	711½	50	355 75
November.....	32	666	50	333 00
December.....	27	624	50	312 00
1878—January.....	27	630	50	315 00
February.....	25	563½	50	281 75
March.....	26	587	50	293 50
April.....	28	611	50	305 50
May.....	28	625½	50	312 75
June.....	27	541½	50	270 75
Total.....	332	7,299	.....	3,649 50

Average number of men, 27¾.

PROCOPE DUMAS,

Trade Instructor.

STATEMENT of Work done and Material used in the Blacksmith Shop during the
Fiscal Year ending 30th June, 1878.

Description.	Labour.	Material.	Total.
	\$ cts.	\$ cts.	\$ cts.
Stonecutters.....	1,800 44	241 57	2,042 01
New wing.....	1,061 51	121 40	1,182 91
Quarry.....	393 51	154 91	548 42
Shoeing horses.....	121 60	7 80	129 40
Brick yard.....	112 68	64 53	177 21
Implements of labor.....	182 94	63 44	246 38
Public works.....	191 81	91 72	283 53
Blacksmith shop.....	125 20	38 17	163 37
Farm.....	142 99	56 23	199 22
New engine house.....	83 52	25 26	108 78
Stone breaking gang.....	12 35	2 04	14 39
Tramway to quarry.....	15 35	10 58	25 91
Wing.....	12 87	1 40	14 27
Stables and barn.....	69 59	32 81	102 40
Wardens' quarters.....	16 06	1 84	17 90
Tinsmith shop.....	13 05	13 37	26 42
Institution.....	79 30	7 24	86 54
Store.....	19 85	0 33	20 18
Carpenters' shop.....	96 77	55 24	152 01
Kitchen.....	26 25	2 38	28 63
Dormitory.....	80 75	.....	80 75
Engine house.....	10 06	12 91	22 97
Custom work.....	60 97	8 79	69 76
Lime kiln.....	5 87	3 15	9 02
R. C. Chapel.....	9 13	0 39	9 52
Protestant Chapel.....	1 50	.....	1 50
Wash house.....	3 00	1 05	4 05
Deputy Wardens' quarters.....	2 45	0 80	3 27
Shoe shop.....	7 89	0 59	8 48
Tailor shop.....	6 77	0 81	7 58
Temporary cells.....	2 00	.....	2 00
Hospital.....	5 55	1 05	6 60
Bakery.....	1 06	0 24	1 30
Yard.....	1 75	0 45	2 20
Keepers' hall.....	2 00	0 24	2 24
Stewards' Department.....	3 55	0 09	3 64
Hose house.....	3 38	0 89	4 27
Harness room.....	1 25	1 39	2 64
Ice house.....	8 55	3 60	12 15
New stables.....	1 05	0 03	1 08
New barn.....	0 55	0 15	0 70
Cart shed.....	0 40	0 06	0 46
Store keeper's office.....	0 10	.....	0 10
Wood shed.....	0 75	0 40	1 15
Deputy Warden's office.....	0 50	.....	0 50
Masons.....	0 40	0 08	0 48
Total.....	4,798 87	1,029 40	5,828 27

RECAPITULATION.

Description.	Labour.	Material.	Total.
	\$ cts.	\$ cts.	\$ cts.
Custom work.....	60 97	8 79	69 76
Institution.....	1,115 80	333 41	1,449 21
Buildings.....	3,622 14	687 16	4,309 30
	4,798 91	1,029 36	5,828 27

A. LEDUC,
Instructor.

STATEMENT of Number of Men and days work in the Blacksmith Shop for the Fiscal Year ending 30th June, 1878.

Month.	Men.	Days.	Rate.	Total.
			cts.	\$ cts.
1877.				
July.....	11	229	50	114 50
August.....	12	244	50	122 00
September.....	11	281	50	140 50
October.....	13	292	50	146 00
November.....	16	347½	50	173 75
December.....	15	336	50	168 00
1878.				
January.....	16	358½	50	179 25
February.....	19	420	50	210 00
March.....	18	449	50	224 50
April.....	16	381½	50	190 75
May.....	13	323½	50	161 75
June.....	10	235	50	117 50
	170	3,897	.....	1,948 50

Average number of men 14½.

A LEDUC,
Instructor.

STATEMENT of Material used and Work done in the Tinsmith Department, during
the Year ending 30th June, 1878.

Description.	Material.	Labour.	Total.
<i>Institution.</i>	\$ cts.	\$ cts.	\$ cts.
The Store.....	68 63	46 57	115 20
Carpenter shop.....	11 69	6 02	17 71
Stonecutters and masons.....	50 85	15 88	66 73
Farm.....	14 03	12 06	26 09
Engine house, No. 1.....	0 05	0 20	0 25
do No. 2.....	1 43	28 00	29 43
Lime kiln.....	1 40		1 40
Brickyard.....	7 05	1 55	8 60
School room.....	1 18	1 23	2 41
Bakery.....	1 56	1 20	2 76
Stables.....	9 10	1 10	10 20
Tinsmith shop.....	0 25	0 40	0 65
Hospital.....	4 07	4 53	8 60
Shoe shop.....	1 74	1 05	2 79
Surgery.....	8 07	3 25	11 32
Hose house.....		4 00	4 00
Chief keepers' office.....	0 50		0 50
Tailor shop.....	4 54	1 20	5 74
Yard.....	6 79	4 00	10 79
Blacksmith shop.....	21 02	4 44	25 46
Quarry.....	5 36	1 55	6 91
Protestant Chapel.....	7 10	3 75	10 85
Catholic do.....	33 58	15 80	49 38
Tramway.....	0 40	0 20	0 60
Deputy Warden's office.....	3 65	1 10	4 75
Sundries.....	115 44	100 06	215 50
<i>Public Works.</i>			
Wardens' house.....	64 47	39 12	103 59
Deputy Wardens' house.....	19 43	20 02	39 45
Guard houses.....	4 00	2 50	6 50
Sundries.....	87 39	143 95	231 34
<i>Customs.</i>	109 46	58 93	168 39
<i>Stewards Department.</i>			
Dining hall and kitchen.....	123 14	110 30	233 44
Dormitory.....	35 50	40 20	75 70
Keepers' hall.....	14 50	9 80	24 30
Wash house.....	15 00	17 50	32 50
Sundries.....	35 00	32 50	67 50
Total.....	887 37	733 96	1,621 33

RECAPITULATION.

Description.	Material.	Labour.	Total.
	\$ cts.	\$ cts.	\$ cts.
Institution.....	379 48	259 14	638 32
Public Works.....	175 29	205 59	380 88
Custom.....	109 46	58 93	168 39
Stewards Department.....	223 14	210 30	433 44
Total.....	887 37	733 96	1,621 33

STATEMENT of Number of Men and Work done in the Tinsmith Department, during the Fiscal Year ending 30th June, 1878.

Months.	No. of Men.	No. of Days.	Rate.	Total.
			Cts.	\$ cts.
1877.				
July.....	5	120½	50	60 25
August ..	5	102	50	51 00
September.....	5	85½	50	42 75
October.....	5	135	50	67 50
November.....	5	124½	50	62 25
December.....	5	120	50	60 00
1878.				
January.....	5	130	50	65 00
February.....	5	120	50	60 00
March.....	5	122	50	61 00
April.....	5	116½	50	58 25
May.....	5	99	50	49 50
June.....	4	91	50	45 50
Total.....	59	1,386		683 00

Average number of men, 4 $\frac{1}{2}$.C. DESORMEAUX,
Guard.

BRICK YARD in Account with St. Vincent de Paul Penitentiary for the Fiscal Year ending 30th June, 1878.

Dr.	Rate.	Account.	Ca.	Rate.	Account.
	\$ cts.	\$ cts.		\$ cts.	\$ cts.
To					
4 gallons of machine oil.....	0 60	2 40	By 226,100 green bricks.....	2 50	565 25
37 iron bolts.	0 10 ³ / ₄	4 05	521,093 hard bricks.....	5 50	2,866 02
16 lbs of powder.....	0 20	3 20	122,907 do sold.....	.....	636 06
110 feet of fuse.....	0 01	1 10			
300 tamarac posts.....	0 01	3 00			
200 lbs. cut nails.....	0 03	6 00			
150 days' horses labor to prison work	1 00	150 00			
349 do do brick yard.....	1 00	349 00			
160 ¹ / ₄ days' convicts labor to prison work.....	0 50	80 12 ¹ / ₂			
3323 do do brick yard.....	0 50	1,661 50			
180 cords of tamarac.....	4 75	855 00			
25 do hagd wood.....	6 00	150 00			
Burning brick.....	.....	36 00			
To balance.....	.....	765 95 ¹ / ₄			
Total.....	.....	4,067 33	Total.....	.....	4,067 33

J. VAUDREY,
Instructor.

STATEMENT of Men and Number of Days' work in the Brick Department during the Fiscal Year ending 30th June, 1878.

Month.	Men.	Days.	Rate.	Total.
1877.				
July.....	No. 16	No. 345½	cts. 50	\$ 172 75
August.....	17	382½	50	191 12½
September.....	21	336½	50	168 37½
October.....	15	290½	50	145 12½
November.....	11	242½	50	121 25
December..	12	221	50	110 50
1878.				
January.....	10	244½	50	122 25
February.....	10	228	50	114 00
March.....	10	231½	50	115 75
April.....	20	318	50	169 00
May.....	18	292	50	146 00
June.....	17	351	50	175 50
	177	3,133½		1,741 62½

NOTE.—Average number of men 14½.

J. VAUDRY,
Instructor.

STATEMENT of work done in the Masons' Department during the Fiscal Year ending June 30th, 1878.

Description.	Labour.	Rate.	Total.
<i>New Building Cutting Stones.</i>			
		cts.	\$ cts
4,170 ft. 6 in. ashler, 15 in. high.....	}	8,154	4,077 00
14 ft. caps and sills, 1 ft. 9 in. high.....			
66 ft caps and sills, 5 ft. 6 in., 15 in. high.....			
894 ft. ashler, 21 in. high.....			
3,439 ft. rockface, 15 in. high.....			
1,046 ft. rockface, 21 in. high.....			
17 ft. droved sills, 19 ft. high.....			
10 ft. crochettes, 1 ft. 9 in. high.....			
66 ft. droved conigs.....			
26 ft. inside sills.....			
3 ft. inside sills and caps.....			
21 ft. circular jambs, inside.....			
4 ft. do outside.....			
44 ft. 1st row cornich.....			
2 ft. 5 in. 2nd row cornich.....			
Trimming and unpling stone.....			
8 ft. 5 in. arch stone for cells.....			
1,344 superficial feet, block.....			
<i>Recut.</i>			
2,665 ft. ashler, 15 in.....	}	1,686½	843 25
642 ft. do 21 do.....			
1,890 ft. rockface, 15 ft.....			
800 ft. do 21 do.....			
89 ts. masonry.....			
7,191 superficial feet laying cut stone.....			

STATEMENT of work done in the Masons' Department, &c.—Continued.

Description.	Labour.	Rate.	Total.			
<i>New Cells in Dormitory.</i>						
Making a cement floor.....	29	50	14 50			
Setting two iron beams.....						
Cutting and setting 3 stones for stairs.....						
Laying brick.....						
<i>Blacksmith Shop.</i>						
Building two chimneys and filling furnace with brick.....	94	50	47 00			
Foundation stones, 5½ toise.....						
<i>Stable.</i>						
Laying brick.....	24	50	12 00			
<i>Fire Hose Building.</i>						
Digging foundation and masonry work.....	12	50	6 00			
<i>New Barn.</i>						
86 door jambs.	1,710	50	855 00			
71 conigs.....						
179 toise masonry.....						
144 coping for wall.....						
4 door sills. 10½ ft. long.....						
Wheeling clay.....						
4,104 ft. concrete.....						
Whitewashing cellar.....						
Helping carpenters.....				106	50	53 00
Painting roof and door.....				36	50	18 00
<i>Institution.</i>						
Re-building a bake oven.....	12	50	6 00			
Building boilers and chimneys.....	12	50	6 00			
Piling and drawing stone at the derrick.....	398½	50	199 25			
Curb stone.....	30	50	15 00			
Mending doors and windows.....	6	50	3 00			
Cutting 30 feet coping for the wall.....	20	50	10 00			
Setting coping on wall.....	20	50	10 00			
Mending lime kiln.....	26	50	13 00			
Helping carpenters.....	40	50	20 00			
Work at the forge.....	3	50	1 50			
Building shed for stonecutters.....	30	50	15 00			
Drilling holes in prison building.....	27½	50	13 75			
One fountain and post.....	37	50	18 50			
Work on the Wardens' building.....	125	50	62 50			
Setting bars in the prison.....	30	50	15 00			
Whitewashing and plastering.....	96	50	48 00			
Repairing stone shed for winter.....	11	50	5 50			
Making a derrick.....	26	50	13 00			
Making a railroad.....	505	50	252 50			
Work for the quarry.....	38	50	19 00			
Building a shed for cutters.....	8	50	4 00			
Making cement floor in hospital kitchen.....	12	50	6 00			
Carting lumber.....	3	50	1 50			
Making a macadam road to new quarry.....	42	50	21 00			
Mending cement floor in cellar.....	8	50	4 00			

STATEMENT of work done in the Masons' Department, &c.—*Concluded.*

Description.	Labour.	Rate.	Total.
<i>Institution—Concluded.</i>			cts. \$ cts.
Cutting ice.....	54	50	27 00
Several different jobs.....	126	50	63 00
Cutting stone for the engine.....	15	50	7 50
Building brick wall and chimney.....	38	50	19 00
Cutting a chimney cap.....	3	50	1 50
Building an office for stone department.....	4	50	2 00
Making a blessing fountain for Catholic church.....	25	50	12 50
Making a brick floor in engine house.....	22	50	11 00
Surrounding a well with bricks.....	8	50	4 00
Cutting two gate posts (outside work).....	4	50	2 00
Cutting three tomb stones (outside work).....	33	50	17 50
726 bar. lime burned.....	245	50	122 50
Levelling the yard.....	764	50	382 25
Work at excavation for new wing.....	1,010	50	505 25
Work at stone breaking.....	4,224	50	2,112 00
Work at stone quarry.....	4,237	50	2,118 50
Making mortar.....	62	50	31 00
Total.....	24,294		12,147 25

RECAPITULATION.

Description.	Number of Days.	Value of Work.	Value of Water.	Total.
		\$ cts.	\$ cts.	\$ cts.
Public Department.....	11,851	5,295 75	762 87	6,058 72
Institution.....	11,937	5,969 50	758 43	6,728 93
Outside Work.....	506	253 00	180 84	433 84
Total.....	24,294	12,147 25	1 702 14	13,849 39

STATEMENT of Material received in Masons' Department during the Fiscal Year ended 30th June, 1878.

Description.	Quantity.	Rate.	Total.	
		\$ cts.	\$ cts.	
Mortar.....	Barriques..	40	1 00	40 00
do.....	do.....	857	0 80	685 60
Cement.....	Barrels.....	26	3 38	88 00
Sand.....	Loads.....	8	0 25	2 00
Old bricks.....		12,000	3 00	36 00
New bricks.....		29,000	6 00	174 00
Fire bricks.....		470	0 03	14 10
Lead.....				12 00
Oil.....	Gallons.....	2	0 80	1 60
Wood.....	Cords.....	117	4 00	468 00
Total.....				1,521 30

STATEMENT of Tools received in the Masons' Department during the Fiscal Year ended 30th June, 1878.

Description.	Quantity.	Total.
		\$ cts.
New picks	112	135 20
New drills	55	46 75
Mason hammers	33	51 05
Sculping do	7	30 00
Spike do	2	5 00
Small do	7	11 75
Mash do	22	47 00
Cast steel do	9	44 00
Hammer heads.....	103	25 75
Chisels and points.....	214	44 10
Wedg s	403	36 91
Gauges	23	4 60
Squares	18	5 01
Steel squares	12	30 00
Tools	24	2 00
Wrenches	2	0 75
Brasses	2	1 00
Crowbars	39	34 55
Pitchery tool	1	0 15
Iron spikes.....	6	0 18
Ferrule	3	0 95
Scratch awls.....	30	2 82
Spolding	1	4 00
Derrick stag	5	7 25
Cast-steel picks	32	64 00
Jumper	8	4 50
Securing clips	2	2 00
Bavil square.....	1	1 25
Dogs	1	2 50
Harness chains	4	1 00
Plugs and feathers	776	56 58
Timbles	12	2 00
Grates	4	4 00
Shackles	11	5 00
Clamps	1	2 00
Large sledges.....	4	20 00
Small do	2	4 00
Pocker	1	0 30
Fire-shovel	2	1 00
Surveying pin	6	0 30
Tongues	8	17 50
Tamping bars	5	2 90
Drill groons	2	0 45
Levera	5	4 00
Files	2	1 50
Hoes	2	1 50
Pointing trowels.....	12	6 00
Pinch bar	1	1 00
New hose	2	1 30
Spoons	1	0 30
Grindstone	329	4 12
Boucharis	236	118 25
Total.....		900 02

STATEMENT of Articles sold in the Mason Department during the Fiscal Year ended 30th June, 1878.

Description.	Rate.	Total.
	\$ cts.	\$ cts.
2 Chimney caps.....	2 00	4 00
1 Tombstone.....	8 00	8 00
2 do	5 00	10 00
1 do	12 00	12 00
2 Stones for a tannery	6 00	12 00
2 Gate posts.....	1 50	3 00
4 Posts for burying ground.....	0 60	2 40
9½ Barrels lime		142 21
60 Toise of macadame stone.....		240 23
Total.....		433 84

STATEMENT of Number of Men and Days' Work in the Masons' Department for the Fiscal Year ended 30th June, 1878.

Description.	No. of Men.	No. of Days.	Rate.	Total.
			cts.	\$ cts.
Stonecutters.....	569	11,563½	50	5,781 75
Stonemasons.....		1,686½	50	843 25
Quarry	206	4,237	50	2,118 50
Stone-breakers.....	557	4,224	50	2,112 00
Excavation gang.....	316	1,010½	50	505 25
Levelling gang.....		767½	50	382 25
Lime-kiln.....	50	245	50	122 25
Different jobs.....		563½	50	281 75
Total.....	1,698	24,291½		12,147 25

Average number of men, 141½.

STATEMENT of Officers in charge of the different Gangs in the Masons' Department and Number of Convicts under their charge during the Fiscal Year ended 30th June, 1878.

Names.	Rank.	Name of Gang.	Number of Convicts.
Ovesime Sigoin.....	Keeper.....	Stonecutters.....	46
Dolphus Oburn.....	Guard.....	asons.....	23
Samuel Hill.....	do.....	do.....	
Jean Baptiste Desormeau.....	Keeper.....	Quarry	24
F. P. Mellwain.....	do.....	do.....	
John Brières.....	Guard.....	do.....	
Magloire Belanger.....	do.....	do.....	
James Blain.....	Keeper.....	Levelling yard...	16

JOS. DESAUTELS,
Instructor.

BAKERY SHOP in Account with St. Vincent de Paul Penitentiary, for the Fiscal Year ending 30th June, 1878.

Dr.	Rate.	Account.	Cr.	Rate.	Account.
To 627 barrels of flour					
17 do Graham flour	\$ 6 50	4,075 50	By 168,269½ lbs. of bread	\$ 0 02½	5,819 43½
233 galls of yeast	7 50	127 50	9,023 do	0 04	360 92
177 bush. of potatoes	0 25	58 25	245 empty flour barrels		27 80
21 do do	0 50	88 50	¼ gall. of yeast		0 13
21 do salt	0 50	10 50			
20 cords of wood	4 75	95 00			
935½ days' of labour	0 50	467 87½			
To Balance		1,285 15½			
Total		\$6,208 28½	Total		\$6,208 28½

J. VAUDRY,
Instructor.

STATEMENT of Men and Number of Days' Work in Bakery Department, for the Fiscal Year ending 30th June, 1878.

Month.	Number of Men.	Days.	Rate.	Total.
				cts. \$ cts.
1877.				
July	3	63	50	31 50
August	3	72	50	36 00
September	4	59½	50	29 62½
October	4	83	50	41 50
November	3	75	50	37 50
December	4	91½	50	45 75
1878.				
January	4	100	50	50 00
February	4	94	50	47 00
March	4	78	50	39 00
April	3	75	50	37 50
May	4	75	50	37 50
June	3	70	50	35 00
Total	43	935½		467 87½

Average number of men 3½

J. VAUDRY,
Instructor.

SUMMARY of the Real Estate of the St. Vincent de Paul Penitentiary on the 30th June, 1878.

Warden's house and premises.....	\$ 10,700 00
Quarry and 96 acres of land.....	19,500 00
Brick house and premises.....	2,500 00
Waterworks, sewers and appurtenances.....	10,000 00
Wharf.....	1,000 00
62½ acres of land, at \$30.00 per acre.....	1,875 00
<i>Buildings on the land last mentioned :—</i>	
Stone house and premises.....	1,250 00
Three stone-cutters' sheds.....	150 00
Blacksmith shop and coal shed.....	500 00
Carpenters, tin shop and engine house.....	2,000 00
Penitentiary Buildings.....	180,000 00
Stable.....	700 00
Waggon shed.....	300 00
Harness and grain house.....	100 00
Shoemaker and tailor shop.....	1,100 00
Bakery.....	450 00
Privies.....	40 00
Smoking house.....	35 00
Ice house.....	100 00
Barn and roots house.....	3,000 00
Prison walls and towers.....	7,500 00
Farm walls and fences.....	1,200 00
Bridge.....	200 00
One terrace of 8 houses with stables and sheds.....	16,000 00
Two engine sheds at quarry.....	25 00
Five watchmen boxes.....	50 00
Two tool stores.....	35 00
Brick sheds and apparatus.....	4,000 00
Two lime kilns and sheds.....	600 00
Pigs' house.....	75 00
Fire hose house.....	50 00
Total.....	265,035 00

ELZEAR DAGNEAULT, } Valuators.
ALBERT VALOIS, }
109

SUMMARY of Department Stock in the St. Vincent de Paul Penitentiary, on the 30th
June, 1878.

Page		\$	cts.
1	Accountant's office.....	48	25
3	Armoury.....	2,838	34
5	Bakery.....	241	67
7	Blacksmith shop.....	3,607	71
16	Brickyard.....	3,478	12
18	Catholic Chapel and Library..	2,002	73
23	Carpenters' shop.....	1,205	65
30	Clerk of Works' office.....	48	05
31	Chief Keeper's office.....	145	37
32	Deputy Warden's quarters.....	92	30
33	do office.....	39	53
34	Engine houses.....	2,593	86
36	Farm and stable.....	6,518	60
40	Hospital.....	768	34
47	Protestant Chapel and Library..	418	97
49	Quarry.....	801	20
52	Real estate.....	265,035	00
54	Stonecutters and masons.....	15,206	58
58	School room.....	131	88
60	Shoe shop.....	556	81
65	Steward's department.....	12,379	20
85	Store.....	1,931	64
90	Tailor shop.....	1,871	25
94	Tinsmith shop.....	710	06
98	Warden's office.....	231	85
99	Warden's quarters.....	122	40
	Total.....	323,015	36

ELZEAR DAGNEAULT, } Valuators.
ALBERT VALOIS, }

STATEMENT of Debts owing the St. Vincent de Paul Penitentiary as on the 30th
June, 1878.

	\$	cts.
Good debts.....	828	50
Bad debts.....	129	41
	699	91

CLAIMS against the St. Vincent de Paul Penitentiary as on the 30th June, 1878.

	\$ cts.
30th June, 1878.....	9,985 66
Paid since	9,977 16
Balance due	8 50

ELZEAR DAGNEAULT,

Accountant.

ST. VINCENT DE PAUL,

9th August, 1878.

COMPARATIVE Statement of the Revenue of the St. Vincent de Paul Penitentiary, for the Fiscal Years ending 30th June, 1877 and 1878.

	1877.	1878.
	\$ cts.	\$ cts.
Bakery.....	7 65	28 01
Blacksmith shop.....	461 16	72 03
Brickyard.....	702 86	457 87
Carpenter shop.....	184 24	311 38
Convicts' labour.....	173 34	133 78
Farm.....	238 46	357 34
Fines.....	18 00	23 00
Rations.....	21 84	0 63
Rent.....	338 72	386 56
Shoe shop.....	754 95	798 27
Steward department.....	26 36	29 85
Stonecutters and masons.....	133 07	291 63
Store.....	22 90	34 40
Salary refunded.....	24 89	.....
Tailor shop.....	168 50	92 49
Tinsmith shop.....	114 68	174 92
Library.....	4 70	1 80
Visitors' fund.....	149 00	72 75
Printing and advertising.....	43 00	.....
Lime kiln.....	173 93	142 21
Total.....	3,762 25	3,408 72

COMPARATIVE Statement of the Expenditure of the St. Vincent de Paul Penitentiary,
for the Fiscal Years ending 30th June, 1877 and 1878.

	1877.	1878
	\$ cts.	\$ cts.
Armoury.....	59 45	219 50
Blacksmiths.....	788 73	1,050 13
Bakery.....	0 80	.....
Brickyard.....	174 50	.....
Chapel, Roman Catholic.....	144 18	221 63
Clothing.....	5,153 44	7,966 18
Carpenters.....	915 75	1,137 63
Chapel, Protestant.....	72 63	100 00
Convicts' travelling allowance.....	450 00	940 00
Conveyance of convicts.....	402 85	278 53
Escaped convicts.....	121 34	50 00
Furniture.....	250 54	.....
Farm.....	3,068 13	3,399 60
Freight and cartage.....	175 29	24 75
Fuel.....	5,715 77	6,613 82
Laundry.....	50 95	.....
Light.....	968 27	618 05
Library.....	212 99	233 96
Leather.....	1,672 01	470 33
Lime kiln.....	30 18	.....
Medicines and medical comforts.....	222 59	401 21
Maintenance.....	668 01	.....
Prison buildings.....	165 96	432 42
Postage and telegrams.....	38 31	11 43
Printing and advertising.....	365 02	28 60
Quarry.....	88 57	540 81
Rent.....	37 48	.....
Rations.....	8,850 32	12,247 25
Salary.....	29,949 87	33,971 82
Shoe shop.....	313 14	1,241 33
Stationery.....	10 13	.....
School and school books.....	44 39	35 74
Stewards' department.....	181 50	.....
Tailor shop.....	71 99	326 99
Travelling expenses.....	120 58	84 48
Tobacco.....	144 48	169 65
Tools.....	1,051 59	413 81
Tinsmiths.....	705 96	396 72
Valuation.....	66 66	66 66
Contingencies.....	.....	454 50
Capital fund.....	.....	5,763 66
Maintenance, machinery.....	.....	65 69
Masonry.....	.....	276 08
Officers' uniforms.....	.....	264 30
Retiring gratuity.....	.....	447 72
Sundries.....	.....	1,176 46
Stable.....	.....	5,379 43
Bedding.....	.....	429 50
Clothing, ready-made.....	.....	147 55
New machinery.....	.....	1,700 00
Total.....	63,524 35	89,797 92

COMPARATIVE STATEMENT of Earnings of Convicts in the St. Vincent de Paul Penitentiary for the Fiscal Years 1877 and 1878.

Description.	1877.			1878.		
	Days.	Rate.	Amount.	Days.	Rate.	Amount.
	No.	cts.	\$ cts.	No.	cts.	\$ cts.
Accountant office.....	576	50	288 00	312	50	156 00
Blacksmiths.....	2,491	50	1,245 50	3,897	50	1,948 50
Bakery.....	827½	50	413 62½	335½	50	167 87½
Brickyard.....	2,359	50	1,179 50	3,483½	50	1,741 62½
Carpenters.....	6,335	50	3,167 50	7,299	50	3,649 50
Catholic Church and Library.....	365½	50	182 62½	365½	50	182 62½
Excavation and levelling.....				1,778	50	889 00
Farm and stable.....	3,370	50	1,685 00	4,708	50	2,354 00
Hospital orderlies.....	730	50	365 00	365½	50	182 62½
Lime kiln and jobbing gang.....	495	50	247 50	808½	50	404 25
Protestant Church and Library.....	365½	50	182 62½	365½	50	182 62½
Quarry.....	1,667	50	833 50	4,237	50	2,118 50
Stone-cutters and masons.....	5,921	50	2,960 50	13,250	50	6,625 00
Stone-breaking, wood yard and bucket ground.....	3,474	50	1,737 00	4,224	50	2,112 00
Shoe shop.....	3,217½	50	1,608 75	3,931	50	1,965 50
Store.....	300	50	150 00	315	50	157 50
Stewards' department.....	2,520	50	1,260 00	3,989	50	1,994 50
Tailor shop.....	4,570½	50	2,285 25	4,897	50	2,448 50
Tinsmith.....	391½	50	195 75	1,366	50	683 00
Total.....	39,975½		19,987 62½	59,926½	50	\$29,963 12½

GENERAL SUMMARY of the Value of Labour performed in the St. Vincent de Paul Penitentiary during the Year ending 30th June, 1878.

Departments.	Days.	Rate.	Amount.
	No.	cts.	\$ cts.
Quarry.....	4,237	50	2,118 50
Stone-cutters and masons.....	13,250	50	6,625 00
Stone-breakers, wood yard and bucket grounds.....	4,224	50	2 112 00
Excavation and levelling yard gang.....	1,778	50	889 00
Lime kiln and jobbing.....	808½	50	404 25
Carpenters.....	7,299	50	3,649 50
Blacksmith.....	3,897	50	1,948 50
Bakery.....	335½	50	167 87½
Brickyard.....	3,483½	50	1,741 62½
Shoe shop.....	3,931	50	1,965 50
Tailors.....	4,897	50	2,448 50
Tinsmith.....	1,366	50	683 00
Farm and stable.....	4,708	50	2,354 00
Accountant office.....	312	50	156 00
Store.....	315	50	157 50
Catholic Chapel and Library.....	365½	50	182 62½
Protestant do.....	365½	50	182 62½
Hospital orderlies.....	365½	50	182 62½
Stewards' department.....	3,989	50	1,994 50
Total.....	59,926½	50	\$29,963 12½

GENERAL SUMMARY of the Value of Labour performed in, and Material furnished by the several Departments of the St. Vincent de Paul Penitentiary, during the Fiscal Year ending 30th June, 1878.

Description.	Custom.		Public Work.		Penitentiary.		Total.
	Material.	Labour.	Material.	Labour.	Material.	Labour.	
Masonry.....	180 84	253 00	762 87	5,925 75	758 43	5,968 50	13,849 39
Carpentry.....	200 21	141 65	1,848 35	1,068 23	2,523 51	1,945 79	7,727 74
Tinsmiths.....	109 46	68 93	175 29	205 59	602 62	469 44	1,621 33
Shoe shop.....	543 92	322 44	.....	.....	1,511 89	1,251 09	3,429 34
Tailors.....	25 21	38 52	.....	.....	6,133 96	2,088 39	8,286 08
Farm.....	.....	.....	.....	.....	3,559 00	2,354 00	5,913 00
Bakery.....	.....	.....	.....	.....	4,455 25	467 87½	4,923 12½
Brickyard.....	8 79	60 97	687 16	3,622 14	1,024 75	2,276 62½	3,301 37½
Blacksmith.....	.....	.....	.....	.....	333 41	1,115 80	5,828 27
Total.....	1,068 43	875 51	3,473 67	10,821 71	20,902 82	17,937 51	55,079 66

RETURN of Unproductive Labour performed in the St. Vincent de Paul Penitentiary, showing the average Number of Convicts employed in each Department, and the Number of Days' Work, during the Fiscal Year ending 30th June, 1878.

Department.	Average No. of Men.	Days.
Accountants office.....	1	312
Blacksmith shop.....	14½	3,897
Brickyard.....	14½	3,483½
Bakery.....	37½	335½
Carpenter shop.....	27½	7,299
Roman Catholic chapel and library.....	1	365½
Excavation and levelling gang.....	26½	1,778
Farm and stable.....	13	4,708
Hospital orderlies.....	1	365½
Lime kiln and jobbing gang.....	4½	808½
Protestant Chapel and library.....	1	365½
Quarry.....	17½	4,237
Stone-cutters and masons.....	47½	13,250
Stone-breakers, wood-yard and bucket ground.....	26	4,224
Store.....	1	315
Shoe shop.....	14½	3,931
Stewards' department.....	12½	3,889
Tailor shop.....	19½	4,897
Tinsmith shop.....	4½	1,366
Total.....	251	59,926½

STATEMENT showing the cost of Maintenance of the St. Vincent de Paul Penitentiary, for the Fiscal Year ending 30th June, 1878.

	\$	cts.	\$	cts.
Expenditure as per year ending 30th June, 1878.....			89,797	92
<i>CR. Revenue for Fiscal Year, viz:—</i>				
By Bakery.....	28	01		
Blacksmiths.....	72	03		
Brickyard.....	457	67		
Carpenters.....	311	38		
Convicts' labour.....	133	78		
Farm.....	357	34		
Fines.....	23	00		
Rations.....	0	63		
Rent.....	386	66		
Shoe shop.....	798	27		
Stewards' department.....	29	85		
Stonecutters and masons.....	291	63		
Store.....	34	40		
Tailors.....	92	49		
Tinsmiths.....	174	92		
Library.....	1	80		
Visitors' fund.....	72	75		
Lime kiln.....	142	21		
			3,408	72
Carried forward.....			\$86,389	20

STATEMENT showing the cost of Maintenance of the St. Vincent de Paul Penitentiary,
&c.—*Concluded.*

			\$ cts.	\$ cts.
Brought forward.....				86,389 20
By Blacksmithing.....			1,650 13	
Convicts' travelling allowance.....			940 00	
Capital fund.....			5,379 43	
Farm.....			3,399 60	
Brickyard (fuel).....			1,300 00	
Maintenance of machinery.....			65 69	
Masonry.....			276 08	
Repairs, maintenance of buildings.....			432 42	
Postage and telegrams.....			11 43	
Printing and advertising.....			28 60	
Quarry.....			540 81	
Retiring gratuity.....			447 72	
Stable.....			5,379 43	
Travelling expenses.....			84 48	
Tools.....			413 81	
Transfer of convicts.....			278 50	
Valuation.....			66 66	
Carpenters' manufactures.....			1,458 26	
New machinery.....			1,700 00	
Leather manufactures.....			470 33	
Tinsmiths.....			396 72	
Reward to recapture convicts.....			50 00	
Lime kiln (fuel).....			600 00	
				24,770 10
Expenditure for maintenance.....				\$61,619 10
<i>By Earnings of Convicts, viz:—</i>	Days.	Rate.		
Quarry.....	4,237	50 cts.	2,118 50	
Stonecutters.....	13,250	"	6,625 00	
Stone-breakers, etc.....	4,224	"	2,112 00	
Excavation and levelling gang.....	1,778	"	889 00	
Lime kiln and jobbing.....	808½	"	404 25	
Carpenters.....	7,299	"	3,649 50	
Blacksmiths.....	3,897	"	1,948 50	
Bakery.....	335½	"	167 87½	
Brickyard.....	3,483½	"	1,741 62½	
Shoe shop.....	3,931	"	1,965 50	
Tailor shop.....	4,897	"	2,448 50	
Tinsmiths.....	1,366	"	683 00	
Farm and stable.....	4,708	"	2,354 00	
Accountant's office.....	312	"	156 00	
Store.....	315	"	157 50	
Catholic Chapel and library.....	365½	"	182 62½	
Protestant do do.....	365½	"	182 62½	
Hospital orderlies.....	365½	"	182 62½	
Stewards' department.....	3,989	"	1,994 50	
				29,963 12½
Expenditure over earnings.....				\$31,655 97½

Average number of Convicts, 251.

Average cost per capita for maintenance, \$245 50.

Yearly cost of each Convict, after deducting value of labour, \$126 12.

SAINT JOHN PENITENTIARY,

July 10th, 1878.

SIR,—I beg leave to present my annual report of the affairs of this penitentiary for the fiscal year ending June 30th, 1878.

The daily average number of prisoners for the year has been $160\frac{22}{365}$, classified as follows: Convicts, $69\frac{61}{365}$ males and $51\frac{82}{365}$ females—total, $741\frac{86}{365}$. Short term prisoners, $68\frac{11}{365}$ males and $16\frac{76}{365}$ females—total, $22\frac{16}{365}$. While the number of short term prisoners is somewhat less than that of the previous year, there appears to be a constant increase in the number of convicts, which may possibly be attributed to the depression of trade both here and in the neighbouring States, leaving many persons unemployed. Considering the crowded state of the prison, the order and discipline maintained have been even better than might be expected under the circumstances, a fact that speaks favourably of the vigilance and efficiency of the officers in charge.

There have been four attempts to escape during the year. On the 3rd of October, 1877, convict John Martin, and short term prisoner Thomas Shovelin made their escape over the fence; Martin got off, but in the attempt to recapture Shovelin he was fatally wounded. On the 1st November, 1877, convict Archibald Downey, who was at work outside the fence, ran away from the officer in charge. He came into the yard again on the night of the 9th November and stole some tools, &c., from the shops with which he again made good his escape over the fence. He was, however, captured on the following night with the stolen articles. At the expiration of his sentence, I had him arrested on the double charge of prison-breach and larceny, for which crimes he was tried at the Supreme Court, was found guilty and sentenced to a term of three years' imprisonment, which term he is now serving. On the 30th of June, a short term prisoner, Henry Crutfield, made his escape over the fence, and has not been retaken.

On the 3rd of June, convict Patrick O'Regan, who had become insane, was removed under warrant of the Hon. the Secretary of State, to Kingston Penitentiary. On the evening of the same date the night watchman gave the alarm of fire, which was found to proceed from one of the drying-houses. The efforts of all the officers in the yard were unable to prevent the complete destruction of this building with its contents, valued at \$300. Another dry-house is in course of erection which will be finished in a short time.

I am pleased to report most favourably of the sanitary condition of the prison. There have been no deaths nor epidemics, nor indeed any serious disease among the prisoners during the past year. A ventilator placed on the roof of the prison in September last, has been found efficacious in removing the vitiated air; while the untiring vigilance of Chief Keeper Kieffe, in preserving the cleanliness as well as the general discipline of the prison is justly worthy of commendation.

The benefits of the school and library have been made more available to convicts during the past year than formerly. A night school under my personal supervision has been in operation since last September, the privilege of attending which is made the reward of good conduct, and is therefore highly prized.

Articles manufactured in the penitentiary have been sold during the past year to the value of \$16,184.41, and cash received therefor amounting to \$15,660.65, which amount has been deposited to the credit of the Receiver-General. This work must be considered as the result of the labour of about 65 convicts, since the labour of the short term prisoners (most of them being sent for two months) cannot be profitably employed in any of the manufacturing departments. In fact the number of convicts now employed in the shops is as large as the capacity of the shops will admit of, or the amount of machinery requires; so that nearly the whole of the labour of the short-term prisoners is chiefly occupied in farm and garden work, breaking stone, and labour in the yard, cleaning, whitewashing and general prison employment; and yet there were many days during the winter months when a large portion of these prisoners were idle.

The female department of the prison is ably presided over by the Matron, Mrs. Koeffe, who finds ample employment for all the prisoners under her charge in doing the cooking, mending, and a part of the washing for the whole prison, which in other penitentiaries is principally done by the male prisoners.

A female convict admitted on the 28th September, 1877, gave birth to a female child on the 12th February, 1878, which child is still an inmate of the female department of the prison.

I furnish herewith the usual statistics in tabular form, including, in addition to the financial statements for the year, the movement of prisoners during the year, together with the nationality, age, religion, occupation, crime, sentence, education, moral habits and civil state of those remaining in prison on the 30th June, 1878, and the nationality, education and religion of all those admitted during the past year.

All of which is respectfully presented in the hope that the information thus tabulated may be found as full and satisfactory as is desirable.

I have the honour to be, Sir,

Your obedient servant,

CHARLES KETCHUM,

Warden.

JAS. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

STATEMENT of Movement of Convicts and Common Prisoners at St. John Penitentiary from midnight of the 30th June, 1877, until midnight of the 30th June, 1878.

Description.	Male.	Female.	Total.	Male.	Female.	Total.
	Remaining at midnight, 30th June, 1877—Convicts.....	67	4
do do do Common prisoners.....	.....	.....	.....	75	14	160
Admitted since up to midnight, 30th June, 1878—Convicts....	29	3	.....	.....	.....	.....
do do do Common prisoners.....	.....	.....	.....	338	91	461
<i>Discharged.</i>						
By expiration of sentence—Convicts.....	21	2	.....	.....	.....	.....
do do Common prisoners.....	.....	.....	.....	249	72	.....
Executive clemency—Convicts	2	.....	.....	.....	.....	.....
Removal to Kingston Penitentiary—Convicts	1	.....	.....	.....	.....	.....
Escaped Convicts	1	.....	.....	.....	.....	.....
do Common Prisoners .....	.....	.....	.....	1	.....	.....
Death do .....	.....	.....	.....	1	.....	.....
Order—St. John Police Magistrate—Common prisoners....	.....	.....	.....	106	14	470
Remaining at midnight, 30th June, 1878—Convicts.....	71	5	.....	.....	.....	.....
do do do Common prisoners.....	.....	.....	.....	58	19	151

CHARLES KETCHUM,

Warden.

OFFICIAL STAFF of St. John Penitentiary, 30th June, 1878.

Name.	Office.	Salary.		Age.	Date of Appointment.
		\$	cts.	Years.	
Charles Ketchum	Warden	1,400	00	56	31st October, 1874.
George L. Foster	Accountant	900	00	38	11th August, 1874.
John Baxter	Surgeon	600	00	42	4th September, 1872.
Rev. G. Schofield	Protestant Chaplain	400	00	65	1st August, 1865.
Rev. A. Ouillette.....	Roman Catholic Chaplain.....	400	00	.....	.....
George Keffe.....	Chief Keeper	500	00	55	1st December, 1861.
Denis Burke	Storekeeper, &c	700	00	31	19th October, 1874.
John R. Perrie.....	Keeper and Engineer.. ..	500	00	59	1st do 1869.
Wm Hogan.....	Keeper.....	500	00	38	1st January, 1869.
Henry Godsoe.....	do	500	00	45	1st August, 1869.
George Campbell.....	do (Acting)	450	00	61	18th January, 1867.
John Keefe.....	Warehouse	450	00	23	25th March, 1876.
John Johnson	Guard	450	00	37	20th do 1877.
Robert Earle	do	450	00	38	3rd October, 1872.
John Duff.....	do	450	00	32	1st April, 1873.
Samuel Barnes.....	do	450	00	41	1st Jan., 1874.
John C. Beateay.....	do	400	00	37	1st April, 1875.
James Cunningham	Night Watchman.....	360	00	44	1st December, 1877.
Catherine Keffe.....	Matron	250	00	48	1st Jan., 1865.
Mary McCarthy.....	Deputy Matron.....	180	00	34	1st Jan., 1865.

N.B.—Guards Ferguson and Wilson resigned on 30th June, 1878.

RETURN of Manufactured Goods, showing Quantity on Hand, 30th June, 1877; Quantity made and sold during the past Year, &c.; Quantity remaining on Hand 30th June, 1878.

Description of Goods.	On Hand June 30, '77.	Made during the Year.	Sold during the Year.	On Hand June 30, '77.
Brooms (assorted qualities)..... doz.	.....	4,470	3,940 $\frac{1}{2}$	529 $\frac{1}{2}$
Pails (do sizes)..... " "	467	3,390	3,788 $\frac{1}{2}$	68 $\frac{1}{2}$
Tubs do do..... No.	2,660	3,098	3,618	2,140
Wash-boards..... doz.	.....	113 $\frac{1}{2}$	97 $\frac{1}{2}$	16 $\frac{5}{12}$
Clothes-pins..... B. 5 g.	.....	202	202	.....
Wheel-barrows..... No.	.....	38	33	5

RETURN of Produce received from Farm Department, St. John Penitentiary, during the Year ending 30th June, 1878.

Description of Produce.		Quantity.	Value.
			\$ cts.
Potatoes.....	Bush.	250	125 00
Oats.....	"	280	140 00
Carrots.....	"	100	40 00
Turnips.....	"	133	53 20
Hay.....	Tons.	5	60 00
Straw.....	"	7	70 00
Pork (dead weight).....	Lbs.	5,066	405 23

D. BURKE,
Store-keeper.

EMPLOYMENT of Prisoners in St. John Penitentiary, during the Fiscal Year ending 30th June, 1878.

Kind of Labor.	No. of Days.	Kind of Labor.	No. of Days.
		Brought forward.....	19,855
Pail making.....	4,822	Breaking stone.....	993
Broom do.....	5,066	Piling coal.....	14
Shoe do.....	764	Piling logs.....	370
Clothes-pin making.....	270	Labor in wash-house.....	555
Wash-board do.....	202	do warehouse.....	270
Brush do.....	159	do store-room.....	281
Mat do.....	32	do yard.....	2,451
Painting.....	1,678	do dining hall.....	1,788
Carpentering.....	894	do stables.....	365
Blacksmithing.....	689	do piggery.....	501
Tailoring.....	593	do library.....	313
Farming.....	1,816	do on prison.....	363
Gardening.....	438	do Domestic.....	509
Manufactures, not classified.....	238	do at the gate.....	365
Maintenance do.....	2,164		
Carried forward.....	19,855	Total.....	28,992

D. BURKE,
Store-keeper.

TABLE showing the Nationality, Religion and Education of all Prisoners received at St. John Penitentiary, during the Year ending 30th June, 1878.

Nationality.	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe- males.	Males.	Fe- males.	Males.	Fe- males.
New Brunswick.....	20	3	167	32	187	35
Nova Scotia.....	1		21	14	22	14
Prince Edward Island.....				2		2
England.....	1		16	10	17	10
Ireland.....	1		84	31	85	31
Scotland.....	1		11		12	
United States.....	3		34	2	37	2
France.....			1		1	
Sweden.....			1		1	
Russia.....			1		1	
Holland.....			1		1	
Denmark.....	1				1	
Belgium.....			1		1	
West Indies.....	1				1	
Totals.....	29	3	378	91	367	94
<i>Religion.</i>						
Roman Catholic.....	11	2	226	51	237	53
Episcopal.....	10		69	26	79	26
Presbyterian.....	2		13	2	15	2
Methodist.....	1		14		15	
Baptist.....	5	1	16	12	21	3
<i>Education.</i>						
Number who can read and write.....	18	1	215	11	233	12
do read only.....	2	1	39	38	41	39
do neither read nor write.....	9	1	84	42	93	43

Total number received, 461.

SENTENCES of Prisoners in St. John Penitentiary, June 30th, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe- males.	Males.	Fe- males.	Males.	Fe- males.
For Life.....	3	1			3	1
24 years.....	1				1	
20 do.....	3				3	
15 do.....	1				1	
12 do.....	1				1	
9 do.....	1				1	
8 do.....			2		2	
7 do.....	1				1	
5 do and 6 days.....	1	1			1	1
5 do.....	9				9	
4 do.....	7				7	
3 do.....	23	1			23	1
2 do.....	20	2	1		21	2
18 months.....			2		2	
16 do.....			2		2	
12 do.....			6		6	
6 do.....			15	2	15	2
5 do.....			1	1	1	1
4 do.....			2		2	
3 do.....			7	3	7	3
2 do.....			18	13	18	13
Totals.....	71	5	56	19	127	24

MORAL HABITS of Prisoners in St. John Penitentiary, June 30th, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe- males.	Males.	Fe- males.	Males.	Fe- males.
Total abstainers.....	6				6	
Temperate.....	38	4	15		53	4
Intemperate.....	27	1	41	19	68	20
Totals.....	71	5	56	19	127	24

CIVIL STATE of Prisoners in St. John Penitentiary, June 30th, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe- males.	Males.	Fe- males.	Males.	Fe- males.
Married.....	10	1	9	6	19	7
Single.....	55	2	45	11	100	13
Widowed.....	6	2	2	2	8	4
Totals.....	71	5	56	19	127	24

NATIONALITY or Birth-Place of Prisoners in St. John Penitentiary, 30th June, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe-males.	Males.	Fe-males.	Males.	Fe-males.
New Brunswick	45	5	36	2	81	7
Nova Scotia.....	6		4	3	10	3
Prince Edward Island.....				2		2
Ontario.....	2				2	
England.....	1		2	3	3	3
Ireland.....	6		8	8	14	8
Scotland.....	1		1		2	
United States.....	9		5	1	14	1
West Indies.....	1				1	
Totals.....	71	5	56	19	127	24

CRIMES of Prisoners in St. John Penitentiary, 30th June, 1878.

	Convicts.		Common Prisoners.		Total.	
	Males.	Fe-males.	Males.	Fe-males.	Males.	Fe-males.
Rape.....	1				1	
Murder.....	3	1			3	1
Manslaughter.....	2				2	
Larceny.....	24	2	3		27	2
Forgery.....	2		1		3	
Stealing.....	4		19		23	
Robbery.....	3				3	
Burglary.....	1				1	
Arson.....	2				2	
Uttering forged paper.....	2				2	
Riot and assault.....	1				1	
Prison-breach and Larceny.....	1				1	
Breaking, entering and stealing.....	23	2	3		25	2
Breaking grave-stones.....			2		2	
Receiving stolen goods.....	1				1	
Keeping house of ill-fame.....			1		1	
Drunkenness.....			14	13	14	13
Vagrancy.....			8	4	8	4
Assault and robbery.....	1				1	
Assault.....				2		2
Aggravated assault.....	1		1		2	
Drunk and resisting police.....			4		4	
Totals.....	71	5	56	19	127	24

EDUCATION of Prisoners in St. John Penitentiary, 30th June, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe-males.	Males.	Fe-males.	Males.	Fe-males.
Number who can read and write.....	48	2	32	3	80	5
do read only.....	9	1	4	9	13	10
do neither read nor write.....	14	2	20	7	34	9
Totals.....	71	5	56	19	127	24

RELIGIOUS PROFESSION of Prisoners in St. John Penitentiary, 30th June, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe-males.	Males.	Fe-males.	Males.	Fe-males.
Roman Catholic.....	29	4	35	13	64	17
Episcopal.....	24	.....	9	3	33	3
Baptist.....	10	1	5	3	15	4
Methodist.....	4	.....	6	.....	10	.....
Presbyterian.....	4	.....	1	.....	5	.....
Totals.....	71	5	56	19	127	24

TRADE OR OCCUPATION of Prisoners in St. John Penitentiary, 30th June, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Fe-males.	Males.	Fe-males.	Males.	Fe-males.
Labourers.....	42	.....	29	.....	81	.....
Engine drivers.....	.....	.....	1	.....	1	.....
Blacksmiths.....	4	.....	1	.....	5	.....
Painters.....	3	.....	2	.....	5	.....
Coopers.....	.....	.....	1	.....	1	.....
Carpenters.....	3	.....	1	.....	4	.....
Cabinet-makers.....	.....	.....	1	.....	1	.....
Shoemakers.....	2	.....	1	.....	3	.....
Masons.....	1	.....	5	.....	6	.....
Stone-cutters.....	.....	.....	2	.....	2	.....
Spring-makers.....	.....	.....	1	.....	1	.....
Clerks.....	1	.....	1	.....	2	.....
Farmers.....	4	.....	.....	.....	4	.....
Livery-stable keepers.....	1	.....	.....	.....	1	.....
Seamen.....	3	.....	.....	.....	3	.....
Veterinary surgeon.....	1	.....	.....	.....	1	.....
Gardeners.....	1	.....	.....	.....	1	.....
Watch-maker.....	1	.....	.....	.....	1	.....
Writers.....	1	.....	.....	.....	1	.....
Butchers.....	1	.....	.....	.....	1	.....
Bricklayers.....	1	.....	.....	.....	1	.....
Brush-makers.....	1	.....	.....	.....	1	.....
Total.....	71	5	56	19	127	24

SUMMARY of Punishments inflicted on Prisoners in St. John Penitentiary, during the Year ending 30th June, 1878.

Months.	Reprimanded.		On bread and water from 1 to 3 days.		Deprived of bed and light		Confined in solitary cell.		Confined in dark cell.		Chained.	Received stripes with birch rod.		Lost some re-mission.	Totals.		
	con.	c. p.	con.	c. p.	con.	c. p.	con.	c. p.	con.	c. p.		con.	con.		c. p.	con.	con.	c. p.
1877.																	
July	1	9	1	5	2	1	3	15	1	1	1	2	11	41	6	31	
August	2	2	12	1	8	1	3	21	1	1	1	2	11	41	2	11	41
September	1	1	6	1	6	1	4	12	1	1	1	6	16	32	5	11	28
October	1	4	4	4	4	1	1	4	1	1	1	1	2	16	1	2	16
November	1	1	9	1	9	1	3	7	11	1	1	7	17	33	7	17	33
December																	
1878.																	
January															4	4	3
February	3	1	2	7				4	10						1	10	18
March			1	1	1	2	5	7				2			4	13	10
April	1	1	1			5	6	4	9						5	15	17
May	1	1					2	4	1						1	5	7
June	1	2						2	5	1					1	5	7
Totals	11	21	5	54	6	36	9	22	42	110	3	2	37	115	213		

QUANTITY and Value of Goods in Store-keeper's Department of St. John, N.B., Penitentiary on hand 30th June, 1878.

FOR MANUFACTURES.			FOR MAINTENANCE.		
Quantity and Description.	Rate.	Value.	Quantity and Description.	Rate.	Value.
	\$ cts.	\$ cts.		\$ cts.	\$ cts.
38,000 feet pine logs..... M.	18 80	703 00	5 brls. corn meal	3 70	18 50
9,000 do spruce lumber.. M.	7 00	63 00	14 $\frac{1}{2}$ bush pease.	1 45	21 39
1 car-load birch logs.....		39 00	1 $\frac{1}{2}$ do beans.....	2 50	3 75
1,850 tubs (staves sawn for).		185 00	28 do oats	0 50	14 00
500 doz. pails do		300 00	1 $\frac{1}{2}$ qtls. pollock.....	2 50	3 75
700 do broom handles		81 00	689 lbs. pork	0 08	55 12
18,600 lbs. hoop iron, assorted	0 04	744 00	51 do oatmeal	0 03 $\frac{1}{2}$	1 78
936 do do galvanized	0 13	121 68	50 do tobacco	0 38	19 00
15 tons coal	5 00	75 00	41 do tea	0 30	12 30
96,000 lbs. broom corn	0 10 $\frac{1}{2}$	9,840 00	53 do soap	0 05	2 65
546 do broom twine	0 44	240 24	15 galls. molasses.....	0 40	6 00
228 do brimstone	0 06	13 68	32 do vinegar.....	0 20	6 40
336 do white lead	0 08	26 88	40 do coal oil.....	C 26	10 40
250 do paint dryers	0 11	27 50	232 yds. yellow uniform		
300 do washing soda.....	0 02	6 00	cloth	0 85	197 20
195 do whiting	0 01	1 95	87 do flannel, white	0 72 $\frac{1}{2}$	63 07
48 galls. turpentine.....	0 45	21 60	98 do ticking.....	0 16	15 68
123 do black varnish.....	0 85	104 55	3 $\frac{3}{4}$ gross matches	0 10	0 37
208 do pail varnish.....	0 75	156 00	7 clothes lines	0 20	1 40
67 do paint oil.....	0 65	43 55			
3 doz. paint brushes.....	7 50	22 50			
1 $\frac{1}{2}$ do varnish do	7 50	11 25			
Total Manufactures.....		12,830 38	Total Maintenance.....		452 76
			Total Manufactures.....		12,830 38
			Total Value.....		13,283 14

D. BURKE, Store-keeper.

AGES of Prisoners in St. John Penitentiary, 30th June, 1878.

	Convicts.		Common Prisoners.		Totals.	
	Males.	Females	Males.	Females	Males.	Females
Under 20 years	10	.....	16	.....	26	.....
Between 20 and 30 years.....	36	3	26	6	62	9
do 30 and 40 do	13	1	4	6	17	7
do 40 and 50 do	8	1	4	3	12	4
do 50 and 60 do	3	.....	5	3	8	3
Over 60 years.....	1	.....	1	1	2	1
Totals.....	71	5	56	19	127	24

DAILY AVERAGE Number of Prisoners in St. John Penitentiary, for the Year ending 30th June, 1878.

Convicts.		Common Prisoners.		Totals.	
Males	69 ³¹ ₈₈	Males.....	68 ¹¹ ₇₇	Males.....	138 ⁴² ₆₅
Females.....	5 ³ ₈₈	Females.....	16 ⁷ ₇₇	Females.....	22 ⁴⁰ ₆₅
Total	74 ³⁴ ₈₈	Total	85 ¹⁸ ₇₇	Grand Total.....	160 ⁶⁰ ₆₅

PROTESTANT CHAPLAIN'S REPORT.

St. JOHN, N.B., July 1st 1878.

MY DEAR SIR,—During the year which ended yesterday, I have without intermission discharged the duties of my office. My labours have been the more pleasant to myself by the interest the men have evidently taken in the services. New life has been thrown into the worship by the improvement in our singing. We have no organ to aid us—I wish we had—but many of the men are now able to join, and do heartily join in the responses, in the chants and in the hymns. I have tried to make the services as interesting to them as possible, assured that unless they are interested they will derive little profit. Occasionally we are able to add some easy anthem, which they quickly learn, though unable to read music. A trained musician would be able to detect many faults in this, but I overlook these at present for the sake of the hearty earnestness with which some of the men unite in this service of song.

I have been pleased to see the care which the men take of the library books, to which, under proper regulations, they have access. It is rare, indeed, that a book is intentionally injured, whilst in a prisoner's cell; and by the attention of the librarian, all the books are kept neatly bound and in good condition.

The average attendance at the day school is 22, and the improvement of the pupils in the elements of education is satisfactory, in some cases it is remarkable; the importance of this to the future welfare of these men is very evident, for otherwise they can earn their living only by labour which requires no mental training.

The number of Protestant convicts now in the penitentiary is 43, and the number of other Protestant prisoners is 27, making a total of 70. It is my duty to care for these men, and if possible to train them to become good citizens and good Christians, to many clergymen this would be an irksome task, it is not so to me, if I may

but succeed in imbuing them with christian principles and in training them up in christian habits, so that when they go out again to the duties and perils of freedom, they shall go forth strong in the grace of God and watchful against temptation, their daily lives under the control of conscience, regulated by divine truth, and so become useful members of society, I shall have good cause to rejoice that I have not laboured in vain.

And in the hope that this will be so, I magnify my office.

I am,

Very sincerely yours,

GEO. SCHOFIELD,

Protestant Chaplain.

J. G. MOYLAN, Esq.

CATHOLIC CHAPLAIN'S REPORT.

ST. JOHN, N.B., 1st July, 1878.

SIR,—I beg to submit my Annual Report for the year ended 30th June, 1878.

The number of Catholic prisoners in the penitentiary at present is as follows: Male convicts, 29; female convicts, 4; common prisoners, 35 men and 13 women; total, 81. The daily average from 30th June, 1877, to 30th June, 1878, has been about 32 convicts and 53 common prisoners; total, 85. One man, Thomas Shoolin, died on the 4th October, 1877.

During the past year, I have endeavoured to discharge faithfully the various duties incumbent on me as Chaplain of the Provincial Penitentiary; and it gives me great pleasure to be able to state that all the prisoners under my pastoral care have invariably attended, with promptness and regularity, the devotional exercises held every Sunday for their spiritual benefit. Several among the men—but not as many as one would wish—really desire and apply themselves to profit by the means of reformation afforded to them.

No one unless he be closely connected with prison discipline, can form an adequate idea of the wonderful influence which religion commands, even over the most uncultivated and biassed minds. It is not unusual, indeed, to see criminals, in amending whom corporal punishments are utterly ineffectual, yield at length to the empire of Divine grace. Solicited, compelled as it were, to have recourse with confidence to the infinite mercy of a bountiful God, they cannot fail to obtain the necessary strength to break off, sooner or later, with evil habits, and return to more christian pursuits.

In vain shall the managers of penitentiaries enact stringent laws and regulations, and impose severe penalties upon the violator thereof, if the latter is not convinced that his obedience and submission ought to be based on nobler motives than the mere dread of the master's rod. The offender, labouring under the impression that he has been wrongfully dealt with, regards the officer over him as a declared enemy, whose vigilance he is bound to elude by all possible means. Hence, instead of reforming whilst in prison, he adds hypocrisy and deceit to his already numerous vices, and, once restored to liberty, he will most likely give himself up to all sorts of guilty excesses until he falls again under the arm of human justice.

On the contrary, let those poor victims of ignorance and pernicious associations be properly instructed in their duties towards God, their neighbour and themselves, they must come out of the penitentiary better men and prepared to resist the same temptations which had previously caused their misfortune.

The reading of good books, in which the principles of religion and morality are plainly laid down, also tends greatly, it is well established, to improve the intellectual faculties and the manners of those shut up in a house of correction. I may here

mention that since my last "yearly report" I have purchased, for the sum of \$50, prayer-books and other works of general and useful information. These books, which the men read with pleasure, and, I hope, with advantage also, are, owing to the careful attention of the librarian, preserved in excellent condition.

High credit is due to Mr. Burke, the school-teacher, for the intelligent and successful manner in which he conducts the classes placed under his charge. More than once, in my visits to the school, have I been agreeably surprised at the rapid proficiency of some of Mr. Burke's pupils.

In conclusion, let me tender my sincere thanks to the Warden and the other officers of the penitentiary for the extreme kindness I have always experienced at their hands.

I have the honor to be, Sir,

Yours very respectfully,

ANTOINE OUELLET, Priest,
Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

ST. JOHN PENITENTIARY, 30th June, 1878.

SIR,—I have much pleasure in reporting that the health record for the year just closed has been good. No epidemic or contagious disease has visited us, and although several cases of diphtheria occurred among the children of the officers, there were no deaths, and no spreading of the contagion to any of the prisoners. There has been one birth—a female child—and one death.

Thomas Shovlin, a short-term prisoner, escaped from the penitentiary and was shot by one of the officers at Torryburn, seven miles from the city, on the 4th October last. I saw him half an hour before he died. The ball passed diagonally through his body. His remains were brought to the prison and buried outside the walls.

Patrick O'Regan became insane, and it was found necessary to remove him to Rockwood Asylum. Through you, Sir, every provision was made for his comfortable transfer, and he was safely conveyed by the officers appointed by you.

The ventilation of the prison has been greatly improved by means of the ventilator placed in the roof on the south end. The improvement has been so marked that I would strongly recommend one to be placed in the north end.

The diet is good, and every attention is paid to cleanliness.

The female department, under Mrs Keefe, is always a model of order and neatness.

The annexed table gives the number of cases treated during the year with the results of treatment.

I have the honor to be, Sir,

Your obedient servant,

JOHN BAXTER, M.D.,

Surgeon, St. John Penitentiary.

TO JAMES G. MOYLAN, Esq.

Inspector of Penitentiaries for the Dominion of Canada.

ANNUAL Return of cases treated in the Hospital of St. John Penitentiary for the Year ended 30th June, 1878.

Disease.	Remained.	Admitted.	Discharged.	Died.	Remaining.
Abscess.....		6	6		
Alcoholismus.....		12	12		
Anemia.....		8	8		
Bronchitis.....		16	16		
Constipation.....		10	10		
Colica.....		15	15		
Debility.....		18	18		
Diarrhoea.....		10	10		
Delirium Tremens.....		4	4		
Dyspepsia.....	3	7	10		
Eczema.....		6	4		2
Hemorrhoids.....		4	3		1
Gonorrhoea.....		10	9		1
Influenza.....		18	18		
Mania.....		1	1		
Orchitis.....		2	2		
Rheumatism.....		24	23		1
Sprain.....		7	7		
Syphilis.....		14	13		1
Tonsillitis.....		2	2		
Urticaria.....		3	3		
Ulcers.....	1	4	4		1
Whooping cough.....		2			2
Wounds.....	2	10	9		1
do gun-shot.....		1		1	
	6	214	207	1	10

MATRONS REPORT.

ST. JOHN PENITENTIARY,

July 1st, 1878.

SIR,—I have the honor to present my Annual Report on the female department of the St. John Penitentiary, for the year ending 30th June, 1878. On 1st July, 1877, the number of female prisoners was 18; 4 convicts and 14 common prisoners. Admitted within the year, 3 convicts and 91 common prisoners. Discharged during the year, 2 convicts and 86 common prisoners, leaving on the 30th of June, 1878, 24 in all; 5 convicts and 19 common prisoners. The daily average has been a little over 22. Conduct and industry of convicts very good; conduct and industry of common prisoners, generally good; of the present number, 5 are cooking for themselves and male prisoners, 6 washing for male and female prisoners, 2 doing prison housework, 1 to attend the gate, 5 sewing, 1 knitting, 2 darning, and 2 sick. Clothing made for male prisoners, 145 pairs of pants, 31 jackets, 23 vests, 81 B. & G. shirts, 211 white flannel shirts, 106 pairs of white flannel drawers, 4 B. & G. caps, knitt 35 pairs of socks, put loops on 300 pairs of blankets, conduct stripes on 26 jackets, made 14 bed ticks, 36 pillow cases, and 208 towels for male prison. Clothing made for female prisoners: 50 home-spun inside waists, 50 home-spun under skirts, 61 blue cotton skirts, 56 blue cotton jackets, 71 chemises, knitt 31 pairs of stockings, 2 dresses for

2 convicts discharged, made 20 bed ticks, 26 pillow cases and 25 towels for female prison, 8 rollers for work shops, 2 towels for guard-room, 8 pairs of sheets for Guard and Keeper's beds, 133 sheets for male prison. There has been one birth and no deaths. Hoping this report will meet your approval,

I have the honor to be, Sir,

Your obedient servant,

CATHARINE KEEFFE

Matron.

JAMES G. MOYLAN, Esq.,

Inspector of Penitentiaries, etc., etc.

St. JOHN PENITENTIARY, July 2nd, 1878.

SIR—In presenting this, my fourth Annual Report of the school in connection with this penitentiary, for the fiscal year ending June 30th, 1878, I am pleased to be able to make the same favourable statements as were embodied in my last Annual Report. The school continues to be as largely attended as our facilities for accommodation will permit, and it is gratifying to witness that the time and labor expended in teaching have been rewarded with encouraging success. Some who were wholly illiterate have, during the past year, learned to read and write fairly, and with the increase of knowledge there is apparent in every instance, a corresponding increase of self-respect in the individual. The night school begun last October, and continued still under the superintendence of the Warden, is considered a most desirable privilege by those permitted to attend, as is fully evinced by their diligence and invariably good conduct. The Protestant and Roman Catholic Chaplains have paid occasional visits to the school, and have stimulated the zeal of the pupils by showing a kindly interest in their progress

From the library there have been issued during the year, 1,638 volumes to the convicts, among whom there are undoubtedly many who have thereby acquired a desire for knowledge, and a studious habit that must operate beneficially on their future lives. In fact, if we regard the penitentiary as an institution for the reformation, rather than for the punishment alone of criminals, it will be evident that no department thereof should enlist the support and encouragement of the Government more liberally than that which is engaged in the moral and intellectual culture of this unfortunate class. I furnish herewith a tabular statement of the attendance at school, the division of classes, &c.:

Total number of pupils on register.....	33
Average daily attendance.....	22
Number reading in first book.....	3
“ “ second book.....	6
“ “ third “	5
“ “ fourth “	8
“ “ fifth “	11
“ writing.....	24
“ ciphering.....	28

All of which is respectfully submitted.

I have the honor to be, Sir,

Your obedient servant,

D. BURK,

Teacher.

J. G. MOYLAN, Esq., Inspector.

HALIFAX PENITENTIARY, 1st July, 1878.

SIR,—In submitting to you my report for fiscal year ending 30th June, 1878, I beg to say that the general conduct of the officers has been satisfactory.

The prisoners as a whole have conducted themselves in an orderly manner; the annoyance caused by disobedience of orders and other infringements of the prison rules, being confined chiefly to a few malcontents who are frequently getting themselves into difficulties.

The chief trouble occurred on Sunday, 17th March last, when six of the convicts made their escape through the guard room. As it was chiefly owing to Guard Kerr leaving his post in the corridor that the escape was effected, I thought it my duty to suspend him.

Subsequently all the runaways were recaptured by the aid of the City Police, and brought back to prison; the details of the escape and recapture were communicated at the time and during your last official visit.

The operations of the broom department during the past year have been very insignificant indeed; and those of the shoe shop are confined entirely to transient work, which keeps but few men employed. The quantity of imported brooms may largely account for the depression in the former department.

In consequence, a large gang has been employed profitably on the farm, clearing the land and preparing it for crop. Another gang has been employed in the prison yard at stone breaking. I have, so far, succeeded in disposing of the broken stone to the Halifax Board of Works.

The sanitary condition of the prison will be shown by the Surgeon's Report, and the moral and educational status, by those of the Protestant Chaplain and Schoolmaster.

Owing to the removal of Father Daly, I have no report from the Catholic Chaplain for the last fiscal year.

Hoping that the foregoing, together with the accompanying sub-reports and statistics, will be satisfactory.

I have the honor to be, Sir,

Your obedient servant,

JOHN FLINN,

Warden.

OPERATIONS of the Halifax Penitentiary for Year ending 30th June, 1878.

EXPENDITURE.

DR. Dominion of Canada, in account with Halifax Penitentiary. CR.

	\$	cts.	1877.		\$	cts.
To Outlay for salaries.....	9,642	71	July 20	By Warrant	200	00
Freight and duty.....	4	53	do 31	Salaries, pay-list	801	78
Convict travelling expenses...	101	00	Aug. 31	do do	728	79
Telegrams.....	11	42	Sept. 1	Warrant, refund.....	55	90
Gratuities.....	397	46	do 1	do July accounts.....	562	42
Peas.....	54	64	do 13	do refund.....	53	91
Barley.....	50	68	do 13	do August accounts.....	390	34
Tobacco.....	128	80	do 18	Salaries, special cheque	39	99
Soap.....	130	50	do 24	do do	16	66
Tea.....	23	12	do 30	do pay-list.....	761	79
Herrings.....	36	00	Oct. 13	Warrant, September accounts.	542	47
Provisions.....	83	59	do 13	do retiring gratuity.....	100	00
Broom Department.....	109	55	do 31	Salaries, pay-list	768	45
Carpenter do	137	47	Nov. 28	Warrant, October accounts....	1,409	49
Stable and Farm Department.	420	75	do 30	Salaries, pay-list	768	45
Miscellaneous.....	255	94	Dec. 18	Warrant, November accounts.	693	81
Clothing.....	627	22	do 31	Salaries, pay-list.....	768	45
Ox-heads	493	53	1878.			
Beef and mutton.....	141	09	Jan. 18	Warrant, December accounts.	920	36
Stationery.....	2	50	do 31	Salaries, pay-list.....	768	45
Tin and zinc ware.. ..	49	70	Feb. 14	Warrant, paid in Montreal....	408	00
Light.....	152	57	do 14	do January accounts....	325	02
Postage.....	12	14	do 28	Salaries, pay-list.....	768	45
Truckage and labor	19	50	Mar. 10	Warrant, February accounts..	590	13
Fuel.....	699	00	do 30	Salaries, pay-list.....	752	33
Mason's Department.....	36	75	April 12	Warrant, March accounts....	595	37
Bread.....	1,566	27	do 30	Salaries, pay-list	730	95
Shoe Department.....	742	31	May 14	Warrant, April accounts.....	749	17
Codfish.....	66	50	do 31	Salaries, pay-list	730	95
Roman Catholic Chapel.....	1	10	June 11	Warrant, May accounts	754	29
Blacksmith Department.....	9	69	do 30	Salaries, pay-list.....	730	95
Oatmeal.....	71	76	July 15	Warrant, June accounts.....	1,044	67
Molasses.....	319	89				
Uniforms.....	516	48				
Potatoes.....	160	89				
Bedding.....	450	00				
Advertising.....	23	00				
General library.....	71	04				
Stove and fittings.....	64	10				
Brushes and scrubs	16	70				
School.....	24	22				
Protestant Chapel.....	14	63				
Officers' retiring gratuity.....	100	00				
Hospital.....	209	05				
	18,249	79				
Refunds.....	\$143	32				
do	56	68				
	200	00				
	\$18,449	79				
					\$18,449	79

NETT DAILY COST PER MAN PER DAY.

Gross Expenditure for 1877-'78.....	\$18,249 79
Earnings.....	\$4,105 94
Less cost of Material.....	851 86
	3,254 08
	14,995 71

Daily average $75 \times 365 = 27,375 \div \$14,995 71 = 55c$, nearly.

JOHN F. COTTON, Accountant.

OPERATIONS of Halifax Penitentiary for Year ending 30th June, 1878.

REVENUE.

DR.		Receiver-General in account with Halifax Penitentiary.		CR.	
1877.		\$ cts.	1877.		\$ cts.
Aug. 4	To Deposit.....	455 80	July 1	By Balances.....	1,555 82
Sept. 8	do	599 47	do 31	Sundries.....	231 43
Oct. 4	do	292 65	Aug. 31	do	138 30
Nov. 5	do	355 66	Sept. 30	do	556 87
Dec. 5	do	397 56	Oct. 31	do	417 65
			Nov. 30	do	434 36
1878.			Dec. 31	do	542 71
Jan. 3	do	650 66	1878.		
do 3	Overcharged Broom De- partment	10 00	Jan. 31	do	219 87
Feb. 5	Deposit.....	182 50	Feb. 28	do	176 89
Mar. 8	do	283 49	Mar. 31	do	206 82
do 8	Overcharged Shoe De- partment.....	1 20	April 30	do	508 00
April 4	Deposit.....	169 97	May 31	do	164 04
do 4	Overcharged Shoe De- partment.....	1 25	June 30	do	509 00
May 2	Deposit.....	436 64			
June 5	do	100 09			
July 4	do	369 60			
do 4	Bankrupt losses.....	234 50			
do 4	Balances.....	1,120 72			
		5,661 76			5,661 76
			July.....	By Balances:	
				Broom Department 716 42	
				Shoe do 64 10	
				Convict labor 340 20	
					1,120 72

JOHN F. COTTON,
Accountant.

STATEMENT of Revenue from Manufactures for Year ending 30th June, 1878.

DR.		BROOM DEPARTMENT.		CR.	
1877.		\$ cts.	1877.		\$ cts.
July 1	To Balance	1,265 27	Aug. 4	By deposits to Receiver- General.....	294 05
do 31	Receiver-General	154 75	Sept. 7	do	454 90
August 31	do	65 10	Oct. 4	do	159 20
Sept. 30	do	157 80	Nov. 5	do	273 60
Oct. 31	do	310 65	Dec. 5	do	100 45
Nov. 30	do	139 50	do 5	Overcharged	10 00
Dec. 31	do	411 75			
1878.			1878.		
Jan. 31	do	68 00	Jan. 3	Deposit	278 35
Feb. 28	do	20 10	Feb. 5	do	123 70
March 31	do	99 25	March 8	do	194 95
April 30	do	212 50	April 4	do	18 35
May 31	do	112 70	May 2	do	230 10
June 30	do	215 10	June 5	do	67 25
			July 4	do	119 85
			do 4	Bankrupt losses	131 30
			do 4	By Balance.....	716 42
		3,232 47			
July 1	To Balance.....	716 42			3,232 47

SHOE DEPARTMENT.

1877.		\$ cts.	1877.		\$ cts.
July 1	To Balance.....	284 85	Aug. 4	By deposits to Receiver-General.....	148 50
do 31	Receiver-General.....	41 95	Sept. 7	do	120 00
August 31	do	63 95	Oct. 4	do	60 77
Sept. 30	do	60 97	Nov. 5	do	39 00
Oct. 31	do	70 10	Dec. 5	do	98 30
Nov. 30	do	96 05	1878.		
Dec. 31	do	48 25	Jan. 3	do	47 85
1878.			Feb. 3	do	43 83
Jan. 31	do	46 63	March 8	do	52 04
Feb. 28	do	89 94	April 4	do	73 85
March 31	do	29 80	May 2	do	43 30
April 30	do	65 30	June 5	do	29 84
May 31	do	48 34	July 4	do	45 74
June 30	do	20 94	do 4	Bankrupt losses, \$97.50; overcharged, \$2.45....	99 95
			do 4	By Balance.....	64 10
			967 07		
July 1	To Balance.....	64 10			

JOHN F. COTTON,
Accountant.

ABSTRACT of Revenue from all sources for Year ending 30th June, 1878.

DR.

CR.

		\$	cts.	\$	cts.			\$	cts.	\$	cts.
1877.	<i>Broom Department.</i>					1878.					
July 1	To Balance.....	1265	25			June 30	By deposits to date....	2374	75		
1878.						do 30	Losses and over-charges.....	141	30		
June 30	Earnings to date...	1967	22			do 30	Balance	716	42	3,232	47
				3,232	47						
1877.	<i>Shoe Department.</i>										
July 1	To Balance	284	85			do 30	By deposits to date....	803	02		
1878.						do 30	Losses and over-charges	99	95		
June 30	Earnings to date...	682	22			do 30	Balance	64	10	967	07
				967	07						
1878.	<i>Carpenter Department.</i>										
June 30	To earnings to date....	2	25			do 30	By deposits to date....			2	25
				2	25						
1878.	<i>Farm Department.</i>										
June 30	To earnings to date...	69	00			do 30	By deposits to date....			69	00
				69	00						
1877.	<i>Blacksmith Department.</i>										
July 1	To Balance.....	5	70			do 30	By deposits to date....	79	65		
1878.						do 30	Losses	5	70		
June 30	Earnings to date...	79	65							85	35
				85	35						
1878.	<i>Masons' Department.</i>										
June 30	To earnings to date...	17	00			do 30	By deposits to date....			17	00
				17	00						
1878.	<i>Convict Labour.</i>										
June 30	To broken stone.....	911	12			do 30	By deposits to date....	614	77		
	Oakum.	43	85				Balance	340	20	964	97
				954	97						
1878.	<i>Military Prisoners.</i>										
June 30	To Maintenance to date	333	65			do 30	By deposits to date....			333	65
				333	65						
				5,661	76					5,661	76
	Less old balances.....			1,555	82						
	Earnings for 1877-78.			4,105	94						

JOHN F. COTTON,
Accountant.

APPROXIMATE Statement of relative nett cost of Maintenance of Convicts and Common (Military) Prisoners respectively.

<i>Convicts.</i>		\$	cts.	\$	cts.
Total amount of outlay for the year.....		18,249	79		
Off—Proportion for common prisoners.....		2,027	69		
				16,222	10
Convicts' proportion of total revenue (\$4,015.94).....		3,569	72		
Less—Maintenance of military prisoners.....			333 65		
		3,231	07		
Off—Convicts' proportion, cost of material.....			757 21		
				2,478	86
Nett cost of 66½ convicts.....				13,743	24
$66\frac{1}{2} \times 365 = 23,333\frac{1}{2} \div \$13,743.24 = 59c.$ daily, nearly. Per day, 59c.; monthly, \$17.94; yearly, \$215.30.					
<i>Common (Military) Prisoners.</i>					
Common prisoners' proportion of total expenditure.....				2,027	69
do do revenue.....		446	22		
Paid for maintenance.....			333 65		
		779	87		
Less—Proportion of cost of material.....			94 65		
				685	22
Nett cost of 8½ common prisoners.....				1,342	47
$8\frac{1}{2} \times 365 = 3,042 \div \$1,342.47 = 44\frac{1}{2}c.$ nearly, per day. Per day, 44½; per month, \$13.43; yearly, \$161.20 nearly.					

RESUME.

	Per Day.	Monthly.	Yearly.
Convicts.....	cts. 59	\$ cts. 17 94	\$ cts. 215 30
.....	44½	13 43	161 20

Showing a difference of 14½c. per day, owing, first, to 12c. daily being paid for soldiers maintenance, and about 2½c. per day from no discharged clothing or travelling allowance being given to this class of prisoners.

List of Officers of the Halifax Penitentiary, together with Age, Official Rank, Date and Length of Service, &c., 30th June, 1878.

Name.	Age.	Rank.	Date of Service.	Under Local Government.	Under Dominion.	Total Service.	Present Salary.
John Flynn	44	Warden	July, 1875	.....	3 years.	3 years	\$ 1,400
Eileen Flynn	37	Matron	July, 1875	.....	3 years	3 years	250
Alex. Riman	.....	Protestant Chaplain	.....	.....	.....	.....	400
Thos. J. Daly	39	Catholic Chaplain	May, 1869	.....	9 years and 1 month	9 years and 1 month	400
R. S. Black	57	Surgeon	June, 1844	23 years and 1 month	11 years	34 years and 1 month	500
John F. Cotton	64	Accountant, Clerk and Schoolmaster	Sept., 1862	4 years and 10 m'nths	11 years	15 years and 10 m'nths	800
Chas. Ross	43	Chief Keeper and Storekeeper	Nov., 1867	.....	10 years and 8 m'nths	10 years and 8 m'nths	600
Chas. Miller	31	Trade Instructor	March, 1868	.....	10 years and 2 m'nths	10 years and 2 m'nths	500
John Downey	39	do	May, 1868	.....	6 years and 7 months	6 years and 7 months	700
H. N. Wright	39	do	Dec., 1871	.....	2 years and 2 months	2 years and 2 months	500
Wm. Fegan	44	do	May, 1876	.....	9 months	9 months	500
Nathan Jattrie	.....	do (acting)	Sept. 17, 1877	.....	.....	.....	.....
Martin Kennedy	45	Guard	Feb., 1869	.....	9 years and 6 months	9 years and 6 months	450
Saml. Corrigan	40	do	Sept., 1869	.....	8 years and 10 m'nths	8 years and 10 m'nths	450
Richard Umiah	61	do	May, 1872	.....	5 years and 2 months	5 years and 2 months	450
Hezekiah Nauft	25	do (acting)	April 1, 1878	.....	3 months	3 months	450
John Curley	35	Messenger	May, 1871	.....	7 years and 2 months	7 years and 2 months	450

STATEMENT of Prisoners received at the Halifax Penitentiary, for the Year ended 30th June, 1878.

	Male.	Female.	Total.		Male.	Female.	Total.
<i>Race.</i>				<i>Crime.</i>			
White	27			Insubordination and disgrace- ful conduct.....	8		
Coloured.....	6		33	Arson	1		
<i>Country.</i>				Larceny and arson.....	2		
Canada.....	21			Larceny	13		
England	8			False pretences.....	1		
Ireland.....	3		33	Assault.....	1		
Scotland.....	1			Burglary	1		
<i>Religion.</i>				Burglary and larceny.....	1		
Church of England.....	12			Stabbing.....	1		
Roman Catholic.....	6			Breaking and larceny.....	1		
Methodist.....	6			Breaking and entering.....	3		33
Presbyterian	6			<i>Length of Sentence.</i>			
Baptist.....	2			42 days.....	1		
Campbellite.....	1		33	336 ".....	1		
<i>Education.</i>				672 ".....	4		
Could read and write.....	17			730 ".....	1		
Could read only.....	3			1344 ".....	1		
Could not read or write.....	13		33	2 years.....	13		
<i>Social Condition.</i>				2 1/2 ".....	1		
Married.....	5			3 ".....	3		
Single.....	28		33	3 1/2 ".....	1		
<i>Age.</i>				4 ".....	3		
From 15 to 20.....	5			5 ".....	1		
" 20 " 30.....	20			7 ".....	2		
" 30 " 40.....	5			14 ".....	1		33
" 40 " 50.....	1						
" 50 " 60.....	2		33				

NUMBER of Prisoners employed in each Department, 30th June, 1877.

Broom-making department.....	10	Orderlies in dining-room, kitchen, prison and wash-house.....	8
Shoe do	10	Farm, stone-breaking, wood-cutting, etc....	35
Carpenter do	2	Matron's department.....	5
Blacksmith do	1	In cells.....	4
Tailor do	3		
Mason do		Total	78

RETURN showing Number of Days' Work in each Department for the Six Months ending 37th June, 1877.

Broom-making department.....	1,082	Orderlies in dining-room, kitchen, wash- house, etc.....	1,248
Shoe do	913	Matron's department.....	780
Carpenter do	284	Farm, stable, stone-breaking, wood-cutting, etc.....	3,451
Blacksmith do	87		
Mason do	131	Total	8,643
Tailor do	667		

NUMBER and Description of Punishments inflicted in the Halifax Penitentiary during the Year ended 30th July, 1878.

Description.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.	Total.
Admonished.....	1	1	1	2						1	1	1	8
Privileges suspended.....		3				1			4			3	11
Confined to cell.....	1	1	1	1		1			3	8	2	1	19
Confined to cell with loss of privileges	4	2	1	3	2	2	7	3	2	3	1	9	39
Loss of remission.....						2							2
Loss of earnings remission	3												3
Dark cell, on bread and water and loss of earnings and remission.....		2		1					6	4		1	14
Total.....	9	9	3	7	2	6	7	3	15	16	4	16	96

REMISSION.

NUMBER of Days of Remission earned by Convicts discharged during the Year ended 30th June, 1878.

MONTHS.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.	Total.
Number of days earned.....	149	228	414	.....	.....	101	361	461	.....	.....	1,714

DAILY Average of Prisoners in Halifax Penitentiary, from 1st January, 1872, till 30th June, 1878.

		Convicts.	Military.	Total.
1872.....	Daily average of 1872.....	311	5	361
1873.....	do 1873.....	314	6	380
1874.....	do 1874.....	33	4	37
1875.....	do 1875.....	41	2	44
1876.....	do 1876.....	54	5	59
1877.....	do half-year ending 30th June, 1877.....	70	4	74
1877-8....	do year ending 30th June, 1878.....	66	8	74

NUMBER of Prisoners employed in the Several Departments on 30th June, 1878.

Broom department.....	11	Prison orderlies and wash-house.....	8
Shoe do	7	Farm, stone-breaking, wood-cutting, &c.	44
Carpenter do	2	In cell.....	3
Blacksmith do	0	Matron's department.....	0
Tailor do	3	Total.....	78

RETURN showing the Number of Days' Work done in each Department during the Year ended 30th June, 1878.

Broom department.....	3,166	Prison orderlies and wash-house.....	3,092
Shoe do	1,801	Stone-breaking and oakum picking.....	2,387
Carpenter do	288	Farm, stable, wood-cutting, &c.....	6,267
Blacksmith do	170	Tailors' shop.....	961
Masons' do	110	Matrons' department.....	1,014
		Total	19,256

STATEMENT showing Money Value of Unpaid Labor for Year ending 30th June, 1878.

Departments.	Days.	Rate.	Amount.	
	No.	cts.	\$	cts.
Carpenter department.....	281	35	98	35
Blacksmith do	56	70	39	20
Tailor do	961	45	432	45
Mason do (prison work).....	68	40	25	20
Shoe do do	830	50	415	00
Farm, stable and wood-cutting.....	6,267	40	2,506	80
Prison orderlies and wash-house.....	3,092	30	927	60
Matrons' department.....	1,014	30	304	20
Total.....			4,748	80

MOVEMENT of Convicts in Halifax Penitentiary

MONTHS.	RECEIVED FROM											Expiration or Remission of Sentence.		Pardon.		Sent to Lunatic Asylum.	
	Common Jails.		Lunatic Asylum.		Court Martial.		Other Penitentiaries.		Total.			Male.	Female.	Male.	Female.	Male.	Female.
	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Total.	Male.	Female.	Male.	Female.	Male.	Female.
1877.																	
July	4				1						5	3					
August	3				2						5	1					
September												2					
October	6								6		6		1				
November					1				1		1	2		1			
December	3				1				4		4						
1878.																	
January																	
February					1				1		1	1					
March					1						1	5					
April					1						1	5	4	1			
May	1								1		1		1				
June	8								8		8			1			
Totals.....	25				8				33		33						

for the Year ended 30th June, 1878.

DISCHARGED BY													Remaining at Midnight on last day of Month.				
Suicide.		Death.		Escape.		Removal order of Com. Officer.		Sent to other Peniten- tiaries.		Total.							
Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Total.	Male.	Female.	Total.		
												3		3	73	5	78
						1						2		2	78	5	83
						1						3		3	75	5	80
1						1						2	1	3	79	4	83
												3		3	77	4	81
															81	4	85
															81	4	85
												1		1	81	4	85
												5		5	77	4	81
												6	4	10	72		72
												2		2	71		71
												1		1	78		78
												28	5	33			

ABSTRACT of Inventory of the Halifax Penitentiary, 30th June, 1878.

In Warden's Apartments.....	\$	64	15
Office, including General Library.....		448	75
Hospital		187	00
Guard-room, including Armoury.....		366	12
Cookhouse		52	79
Dining-room and School-room.....		91	50
Wash-house		8	50
Male Prison		2,044	75
Female do		5	00
Mason Department.....		64	50
Blacksmith do		123	05
Broom do		4,947	62
Shoe do		256	33
Stable and Farm do		1,107	50
Carpenter do		186	64
Protestant Chapel and Library.....		60	00
Catholic do		150	00
Store		1,509	63
Miscellaneous		12	50
			<hr/>
		11,686	33
Building, Offices and Grounds, per appraisalment.....		77,725	00
			<hr/>
		\$89,411	33

CHARLES ROSS,
Chief Keeper and Storekeeper.

ABSTRACT of Appraisalment of Halifax Penitentiary, 30th June, 1878.

Main building, with enclosing walls		\$65,325	00
Land, 13 acres { Cultivated, 6½ acres, at \$1,000.....	\$6,500	00	}
{ Pasture, &c., 6½ acres, at \$500.....	3,250	00	
Wharf and boat-house.		700	00
Bath-house.....		400	00
Cesspool.....		220	00
Stables, piggeries, barns and carriage-houses		800	00
Carpenter shop, wash-house and blacksmith shop.....		400	00
Boundary fences		130	00
			<hr/>
		\$77,725	00

JNO. F. COTTON,
Accountant.

CHARLES ROSS,
Chief Keeper and Storekeeper.

HALIFAX PENITENTIARY,

30th June, 1878.

SIR,—I have the honour to inform you that since the date of last annual report, 30th June, 1877, the convicts for the most part have enjoyed good health; owing to the exceptional mildness of the winter there was a great diminution in the number of cases of catarrh, bronchitis, and other chest affections, which in winters of ordinary severity are so prevalent. No well marked case of diphtheria occurred, although in the neighbouring city it prevailed as an epidemic, and was more than usually fatal; the exemption from this fatal malady, as well as from other zymotic diseases, may, I think, be fairly attributable to our excellent hygienic surroundings.

There was also an exemption from accidents of a serious nature; this is a matter for congratulation, when it is considered that a large number of the convicts are employed in improving the grounds, where blasting with dynamite was resorted to extensively; no doubt this is due in a great measure to the careful supervision exercised by Chief Keeper Ross, who generally superintends the use of this somewhat dangerous explosive.

A case of suicide occurred on the 20th October last; a special report of this case was made by the Warden at the time.

The whole number prescribed for was one hundred and sixty-eight; with the exception of the case of suicide above referred to, no case of death occurred.

The following table exhibits the diseases treated.

Abcess.....	2	Lepra.....	2
Acne.....	2	Lumbago.....	6
Bronchitis.....	6	Neuralgia.....	4
Catarrh.....	15	Ophthalmia.....	10
Cholera Morbus.....	4	Otitis.....	2
Colic.....	1	Pleurodynia.....	11
Constipation.....	10	Prurigo.....	2
Contusion.....	6	Phthisis.....	2
Diarrhœa.....	14	Rheumatism.....	6
Dyspepsia.....	8	Sprain.....	1
Dysuria.....	2	Syphilis (Secondary).....	2
Eczema.....	4	Suicide.....	1
Extraction of Teeth.....	5	Tonsillitis.....	9
Gastrodynia.....	6	Tumor.....	1
Heart Disease.....	2	Ulcer.....	5
Hemicrania.....	2	Urethritis.....	2
Hernia.....	2	Wound.....	1
Hæmorrhoids.....	10		

I have the honour to be,

Your obedient servant,

R. S. BLACK, M.D., L.R.C.S.E.,

Surgeon, Halifax Penitentiary.

JAS. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

HALIFAX PENITENTIARY, 30th June, 1878.

SIR,—I have the honour to inform you that since my appointment as chaplain on the 12th August, 1877, I have discharged without intermission the duties pertaining to this office. It affords me pleasure in this my first yearly report in bearing testimony to the uniform good behaviour and marked attention of the convicts during divine service.

The means for improvements in moral and religious knowledge afforded by the excellent library attached to the prison seems to be prized by the inmates, and their anxiety to obtain information must be considered an omen for good.

Since my report in May last, the number of convicts under my charge has, I regret to say, increased slightly, there being now 45 white and 15 coloured.

I cannot close this brief report without tendering my thanks to the Warden and officials of the prison, for their uniform kindness, and I may add that the vigilance and discipline exercised by them in the discharge of the various duties of their office have had no small share in promoting the order so apparent in the conduct of the convicts.

I have the honour to remain,

Respectfully yours,

ALEX. ROMANS, A.M.

Protestant Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa,

HALIFAX PENITENTIARY,
30th June, 1878.

SIR,—I beg to inform you that during the past year the pupils under my charge have in general been well behaved and attentive to their studies, and consequently have made very fair progress.

There are on the School Register:—

White.....	19
Colored.....	12
Total.....	31

Of these:

Can read, write and cipher, more or less.....	23
Can read and write a little.....	4
Can neither read or write.....	4
Total.....	31

Having charge of the General Library, I have attended to 1,275 issues of books in the past twelve months.

I have been sustained in the performance of my school-room duties by the countenance and support of the Warden and Chaplains.

With grateful remembrance of many acts of kindness,

I have the honour to be, Sir,

Your obedient Servant,

JNO. F. COTTON,

Schoolmaster, &c.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

HALIFAX PENITENTIARY,

1st, July, 1878.

SIR,—I beg to inform you since my last report the affairs of my department have gone on more comfortably than at first. The five prisoners under my care on 1st July, 1877, have all been discharged, and I hope that three of them at least, are doing well, two having voluntarily gone to the home of the Good Shepherd at Ottawa, and another I heard of being at service in the country. While they were here they were always employed more or less usefully in the work of the prison.

I am Sir,

Your obedient servant,

ELLEN FLINN,

Matron.

JAS. G. MOYLAN, Esq.,

Inspector, Ottawa.

MANITOBA PENITENTIARY.

STONY MOUNTAIN,

28th December, 1878.

SIR,—I have the honour herewith to submit my report for the fiscal year ending 30th June, 1878.

It affords me pleasure to be able to state that during the twelve months which have elapsed since the rendering of my last annual report, that the general good-behaviour of the convicts in this institution has in no way been interrupted by any unusual breach of discipline. The conduct of the prisoners in this regard, with one or two exceptions, I deem worthy of favourable comment, as the statements appended will serve to show.

The beneficial effects of the prison school, and to which I had the honour to refer at considerable length last year, still is most apparent, and continues to operate largely to the well being and discipline of the convicts.

Where nothing of any grave importance has occurred to mar the usual routine that obtains in this institution, I deem it a subject of congratulation that I can recapitulate the past annual record of events in very brief form.

On the 15th August last, the Manitoba Penitentiary was honoured by a visit from their Excellencies the Earl and Countess of Dufferin and their suite, who, after being waited upon by various deputations from the Municipality of Rockwood, &c., and being made the recipients of addresses of welcome and loyalty, were entertained under this roof, together with members of the Local Government and other prominent dignitaries of the Province. Remaining over night, they visited the prison the following day, previous to their departure for the Stone Fort, and have pleasure in stating that His Excellency expressed himself as highly pleased with the marked efficiency of the officers of the prison as was permitted by such a cursory inspection. A special instance I would mention, which afforded me considerable satisfaction, being brought to my notice by Colonel Littleton, of the Grenadier Guards, and Military Secretary, in the case of a gratuity which was offered to an official, but which was declined as being contrary to prison regulations.

On September 5th, Doctor McDonald took over the duties of Surgeon to this penitentiary, Doctor Codd, who was temporarily acting, having officially handed over books and other articles pertaining to the office.

Your first visit to this institution, which took place on the 1st November, afforded me much satisfaction. I looked upon your visit of inspection with peculiar interest, it having been my oft-repeated and strongly—expressed wish that the working of the Manitoba Penitentiary should be subjected to the close scrutiny of an expert, that I might have the satisfaction of the system adopted by myself being endorsed, and further that I might be in the possession of the many suggestions that a personal visit from yourself could not fail to afford me.

Your visit, though affording me the utmost gratification in that it met a want which, as I have stated, I had so strenuously urged upon the Department as a necessity, still I could not look upon your visit with the unmixed pleasure I should otherwise have done on account of certain enquiries made by you, and which had emanated from an unknown source and altogether unanticipated by myself, which prevented me from taking any previous action on my own account, and surprised me not a little.

Your thorough inspection of all the offices and various branches of the institution, and their several workings, in company with Mr. Thomas Nixon, and the highly satisfactory expression of yourselves in regard thereto, abundantly reconciled me, however, to the particular nature of your mission.

The prairie fires which were raging at the time of your visit, subsequently reached to within 35 yards of the building, in dangerous proximity to the wood piles, and destroyed some sixteen tons of hay stacked in the vicinity.

I have to refer to the accident sustained by the chief keeper and myself in the month of May, when we were scalded by the upsetting of a boiler of water in the

wash-room, the chief keeper escaped less fortunately than myself, he being laid up with his wounds and on the sick list for nine weeks. His duties during which period being efficiently performed by Accountant Adslead.

A lad named Wagner, temporarily employed in hauling grain to the mill, by the accidental discharge of a gun lost his life; his funeral expenses were defrayed by the institution.

On the 20th June, steward Mann committed suicide. Full particulars relating to the sad circumstance are already in your hands. I would take this opportunity to place upon record my testimony to his efficiency, and my sorrow at his untimely end.

Looking forward to the prosecution of the building of the guards' cottages, &c., understanding from you that an amount had been recommended to be placed in the estimates of the Public Works Department to meet this expenditure, I caused to be manufactured in the clay pits adjacent to the prison, 15,000 bricks, hand made by the convicts; owing to the unusually heavy rains, and they being unprotected from the weather, they were totally destroyed.

Had the appropriation in the hands of the Public Works Department been available to the institution for the purposes designed, this would not have occurred, as the lumber necessary for the works previously mentioned could have been temporarily utilized to meet the emergency. I can only regret that when an appropriation for the purchase of material for this institution, solely, is placed in the hands of the Public Works Department, and the labour of utilizing such is supplied by the convicts, that there should be any difficulty in obtaining the material necessary; and would respectfully suggest that as there is an architect and other officers of the Public Works Department resident in the Province, that they should be deputed by their Department to act in conjunction with myself in any matter relating to the Penitentiary in which they are interested, there being such system at present in operation.

I feel it my duty to again call your attention to the continued necessity that exists for the early completion of the drain on the east side of the building, as referred to in my last annual report, which for sanitary reasons really demands prompt action.

Referring to my remarks in my last annual report in which I made reference to the means at present in use for the heating of the building, I would state that my opinion as then formed as to the system alluded to remains unchanged, and that I am still more strongly of opinion than before, that the only effectual method by which the same can be compassed efficiently is by means of a furnace, and hot air or steam, and would request that the attention of the Public Works Department be drawn to what I consider a very urgent want.

Further, I would remind you of the necessity which I at that time brought under your notice that I considered existed, and still does, for a prison wall. I estimate this as a matter of grave importance.

I would draw your attention to a system recently adopted under my instructions, by means of which convicts, when confined to their cells, are able to communicate their wants without disturbing the general quiet of the prison. Each occupied cell is provided with a *signal stick* consisting of a four foot wand painted white, with either end coloured red and black respectively—the black end signifying an ordinary want, the red end an urgent one. By displaying the end through the iron grating of the cell door, the attention of the officer on duty is drawn to the signal. This means of communication I find works most satisfactorily.

It is again my pleasing duty to bring under your notice the efficient and commendable manner in which the various officers of the institution have discharged their several duties during the past year, and in conclusion would express the strong hope that now that direct railway communication is about to be established with the lower provinces, that for the future the visits of the inspector of penitentiaries to this prison, in common with the visits paid by him to the penal institutions in the east, may be made semi-annually.

I herewith enclose the usual returns :—

1. Statistical return of prisoners committed during the year.
2. Return showing the movements of prisoners.
3. Return of offences committed.
4. Return of punishments inflicted.
5. Return of remission earned.
6. Return of convicts who have served terms in other penitentiaries.
7. Return of value of unproductive labour.
8. Return of officers who have died.
9. Return of cases treated in hospital.
10. Return of farm and garden.
11. Return of shoemaking department.
12. Statement of revenue.
13. Account for year ended 30th June, 1878.
14. Return of staff.
15. Protestant Chaplain's report.
16. R. C. Chaplain's report.

I have the honour to be, Sir,

Your obedient servant,

S. L. BEDSON.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

No. 1.

MANITOBA PENITENTIARY.

CRIMINAL Statistical Return of Prisoners in above Penitentiary during the Year ending 30th June, 1878.

Description.	Male.	Female.	Total.	Description.	Male.	Female.	Total.
<i>Race.</i>				<i>Employment.</i>			
White	9		9	Clerks	1		1
Half breed				Engineers	1		1
Indian				Shoemakers	1		1
	9		9	Carpenters	1		1
<i>Country.</i>				Blacksmiths	1		1
Canada	7		7	Painters	1		1
Ireland	1		1	Wood Finishers	1		1
United States	1		1	Labourers	2		2
	9		9	<i>Crimes.</i>			
<i>Religion.</i>				Larceny	5		5
Episcopalian	4		4	Forgery	1		1
Roman Catholic	4		4	Receiving stolen goods	1		1
Presbyterian	1		1	Burglary	1		1
	9		9	Horse stealing	1		1
<i>Civil Condition.</i>				<i>Sentences.</i>			
Single	9		9	5 years	6		6
Married				2 years	3		3
	9		9		9		9
<i>Education.</i>							
Read and write	7		7				
Read only	1		1				
Neither read nor write	1		1				
	9		9				

S. L. BEDSON,
Warden.

No. 2.

RETURN showing the Movements of Prisoners in the Manitoba Penitentiary from 1st July, 1877, to 30th June, 1878.

Distribution.	Prisoners.			Remarks.
	Male.	Female.	Total.	
Remaining 30th June, 1877.....	16	3	19	
Admissions during the year.....	15	2	17	
Total.....	31	*5	36	*Lunatics.
Discharged by expiration of sentence.....	5	2	7	
Remaining 30th June, 1878.....	26	2	28	

No. 3.

RETURN showing different Offences committed by Convicts in the Manitoba Penitentiary, from July 1st, 1877, to June 30th, 1878.

Months.	Insubordinate conduct.	Speaking to other convicts.	Attempting to escape.	Assaulting officers.	Disrespect to officers.	Making signs to other convicts.	Inattention at work.	Damaging property.	Pilfering.	Threatening officers.	Assaulting other convicts.	Petty offences.	Hesitating to obey an order.	Escaping.	Total of offences for each month.	Remarks.
1877.																
July.....	3				1			1				1	1		7	
August.....	3				4	3	2		1			6			19	
September.....	6	4			6	1	1	1	3		1	5			27	
October.....	3	1			5	1	1		1						12	
November.....	1	1			1				3			3			9	
December.....	5	5			6			1	4			3			24	
1878.																
January.....	2	1			9		1	1	4		1	7			26	
February.....	1	1			1		3	1	2		1	2			11	
March.....	2	2			2		3		1			1			10	
April.....	2	1			3		1								7	
May.....	1	2		1	1		1			1	1				8	
June.....	2	1			1		2	1							7	
Total.....	31	18		1	40	4	14	6	19	1	4	28	1		167	

S. L. BEDSON,

Warden.

No. 4.

RETURN showing summary of Punishments inflicted upon Convicts in the Manitoba Penitentiary, from July 1st, 1877, to June 30th, 1878.

Admonished.	Reprimanded.	Deprived of supper.	Bread and water.	Confined in penal cells.	Loss of remission.	Reduction of class.	Ball and chain.	Deprived of bed.	Corporal punishment.		Remarks.
									Lashes awarded.	Lashes inflicted.	
116	3	5	7	.....	3	1	.....	1	49	12	

No. 5.

RETURN showing the number of days' remission of sentence earned by Convicts in the Manitoba Penitentiary, from July 1st, 1877, to June 30th, 1878.

Year.	Number of days earned.	Remarks.
July 1st, 1877 to June 30th 1878..	540	

No. 6.

RETURN of Convicts committed during the year to the Manitoba Penitentiary, who have served terms in other Penitentiaries.

Name.	Penitentiary in which previous sentence was carried out.	Remarks.
	Nil.	

S. L. BEDSON,
Warden.

No. 7.

RETURN showing Value of Unproductive Labour performed by Convicts in Manitoba Penitentiary, from 1st July, 1877, to 30th June, 1878.

Description of Labour.	Number of Days.	Rate per Day.	Total Amount.	Remarks.
		\$ cts.	\$ cts.	
Repairing clothes.....	102	0 50	51 00	
Repairing shoes.....	124	0 50	62 00	
Washing clothes and bedding.....	124	0 50	62 00	
Cooking.....	365	0 50	182 50	
Baking.....	280	0 50	140 00	
Cutting wood.....	373	0 50	186 50	
Hauling water.....	64	0 50	32 00	
Pumping water.....	313	0 50	156 50	
Removing slopes.....	313	0 50	156 50	
Cleaning grounds.....	52	0 50	26 00	
Cleaning officers' quarters.....	64	0 50	32 00	
Repairing married officers' quarters.....	84	0 50	42 00	
Steward's Assistant.....	365	0 50	182 50	
Carpentering.....	172	0 50	86 00	
Brick-making.....	73	0 50	36 50	
Mat-making.....	70	0 50	35 00	
Farm.....	211	0 50	105 50	
Farm, 4 oxen.....	52	0 50	26 00	
Garden and grounds.....	383	0 50	191 50	
Ice house.....	354	0 50	177 00	
Cutting ice.....	45	0 50	22 50	
Cutting ice, 1 ox.....	12	0 50	6 00	
Removing old stables and rebuilding.....	136	0 50	68 00	
Cleaning out latrines, drain and cesspool.....	8	0 50	4 00	
Cleaning chimneys and stove pipes.....	20	0 50	10 00	
Protestant Chapel.....	26	0 50	13 00	
Catholic Chapel.....	26	0 50	13 00	
Attending dining-room.....	90	0 50	45 00	
Tailor shop.....	110	0 50	55 00	
Improving grounds.....	219	0 50	109 50	
Slaughtering.....	22	0 50	11 00	
			2,326 00	

No. 8.

RETURN of Officers who died in Manitoba Penitentiary during the Year ending 30th June, 1878.

Rank.	Name.	Cause of Death.	Remarks.
Steward.....	Montague Mann.....	Suicide.....	

S. L. BEDSON,
Warden.

No. 9.

RETURN of Cases Treated in Hospital in Manitoba Penitentiary, from 1st July, 1877,
to 30th June, 1878.

Disease.	Remained.	Admitted.	Discharged.	Died.	Remaining.
Contusion		1	1		
Influenza		1	1		
Lumbago		1	1		
Mania	5	8	4		9
Neuralgia		1	1		
Rheumatism		1	1		
Vomiting		1	1		
Whitlow		1	1		
Total.	5	15	11		

RODERICK MACDONALD, M.D.,

Surgeon.

No. 10.

BALANCE SHEET showing Expenditure and Produce from Farm and Garden of Manitoba Penitentiary, for the Year ending 30th June, 1878.

Expenditure.	Amount.	Produce.	Quantities.	Price.	Amount.
	\$ cts.			\$ cts.	\$ cts.
375 days' labour at 50c.....	187 50	Wheat	81 bush.....	0 60	48 60
Reaping and threshing.....	22 00	Oats	163 do	0 30	49 90
Hay.....	99 00	Hay.....	17 tons.....	8 50	144 00
Feed	3 55	Calves.....	2	5 00	10 00
Oats.....	22 50	Lambs.....	6	4 00	24 00
Balance, 30th June, 1877...	536 60	Milk.....	3,213 $\frac{1}{2}$ quarts.....	0 08	257 08
		Beets.....	11 bunches.....	0 05	0 55
		do	8 $\frac{1}{2}$ bush.....	0 30	2 50
		Cabbages.....	734 heads.....	0 03	22 02
		Cucumbers.....	122	0 03 $\frac{1}{2}$	4 27
		Carrots.....	67 bunches.....	0 05	3 35
		do	39 $\frac{1}{2}$ bush.....	0 30	9 20
		Celery.....	352 heads.....	0 05	17 60
		Cauliflowers.....	3 do	0 15	0 45
		Herbs	5 bunches.....	0 05	0 25
		Horse radish.....	1 bunch.....		0 10
		Kidney beans.....	86 $\frac{1}{2}$ quarts.....	0 05	4 32
		Kale	3 heads.. ..	0 05	0 15
		Lettuce.....	210 bunches.....	0 05	10 50
		Mustard and cress.....	55 do	0 01	0 55
		Mint	9 do	0 05	0 45
		Onions	359 do	0 05	17 95
		Parsley	82 lbs., at p. bush	2 50	3 40
		Peas.....	68 quarts.....	0 05	3 40
		Potatoes.....	160 lbs.....	0 02	3 30
		do	53 $\frac{1}{2}$ bush	0 50	26 75
		Parsnips.....	95 lbs	0 01	0 95
		Radishes.....	150 bunches.....	0 05	7 50
		Rhubarb.....	1 bunch.....		0 10
		Spinach.....	49 bunches.....	0 05	2 45
		Salsify.....	1 bunch.....		0 10
		Turnips.....	60 bunches.....	0 05	3 00
		do	11 bush	0 30	3 30
		Vegetable marrow.....	67	0 03	2 01
		do	3 bush.....	0 30	0 90
		Windsor beans.....	4 quarts.....	0 05	0 20
		Balance			180 10
	\$871 15				\$871 15

S. L. BEDSON,

Warden.

No. 11.

SHOEMAKING Department, Manitoba Penitentiary, in account with the Dominion of Canada from 1st July, 1877, to 30th June, 1878.

Dr.	Amount.	Cr.	Amount.
	\$ cts.		\$ cts.
To cost of materials.....	30 60	By Prison work	136 47
Balance to Cr.	178 02	Private do	30 05
	\$208 62	Materials and tools on hand	41 50
			\$208 62

BOOTS AND SHOES REMAINING ON HAND, 30TH JUNE, 1878.

	\$ cts.
23 pairs Wellington boots, at \$3.00.....	69 00
19 do Oxford shoes, at \$3 50	68 50
10 do Ankle boots, at \$2.50	25 00
	<u>\$160 50</u>

GEO. R. ADSHEAD,
Accountant.
S. L. BEDSON,
Warden.

No. 12.

STATEMENT showing Revenue of Manitoba Penitentiary for the Year ending 30th June, 1878.

Dr.	\$ cts.	Cr.	\$ cts.
To deposit in Ontario Bank to credit of the Hon. the Receiver-General...	95 95	By Shoe shop	95 02
	95 95	Militia Department.....	0 93
			95 95

GEO. R. ADSHEAD,
Accountant.
S. L. BEDSON,
Warden.

No. 13.

ACCOUNT of Manitoba Penitentiary for the Year ending 30th June, 1878.

Dr.	\$ cts.	Cr.	Amount.
To Warrants issued for the year 1877-8	19,388 11	By Expenditure, viz. :—	
Cheque from Finance Department for Surveyor Pearce	211 25	Accountant's office	45 95
		Bedding and clothing	854 33
		Buildings	59 36
		Carpenter's shop	11 50
		Convicts' traveling allowances and clothing	46 06
		Contingencies	186 00
		Furniture and utensils	738 43
		Freight and teaming	431 48
		Fuel and light	3,912 91
		Forage	122 00
		Farm and garden	667 39
		Grounds	304 16
		Medical attendance	133 30
		Medical comforts and surgery	160 65
		Miscellaneous	563 58½
		Mat shop	7 10
		Officers' uniforms	568 67½
		Printing and stationery	91 15
		Protestant chapel	0 96
		Paint and oil	55 71
		Petty payments	345 78
		Rations	3,007 02
		Rent	9 00
		Salaries	6,563 22
		Stables	81 43
		Shoe shop	30 60
		Tailor's shop	4 09
		Warden's office	106 75
		Washing and cleaning	198 52
		Surgery	67 63
		Funeral expenses	5 17
		Blacksmith's shop	1 29
		Survey of Reserve	211 25
			19,592 35
		Lapsed balance	7 01
			\$19,599 36
			\$19,599 36

S. L. BEDSON,

Warden.

No. 14.
RETURN of Officers of Manitoba Penitentiary, Stony Mountain, Rockwood, 30th June, 1878.

Rank.	Name	Age	Where Born.		Religion.	Date of Appointment.	Salary per Annum.	Conduct and Efficiency.
			Town.	Country.				
Warden	Samuel L. Bedson.....	36	Betley.....	England.....	Church of England.....	23rd May, 1871.....	1,400 00	
Surgeon	Roderick Macdonald.....	26	Cornwall.....	Canada.....	Roman Catholic.....	1st Sept., 1877.....	600 00	
Chief Keeper	Edward Armstrong.....	55	Westport.....	Ireland.....	Presbyterian.....	17th July, 1877.....	600 00	
Accountant and Storekeeper	George Ed. Adshead.....	40	Macclesfield.....	England.....	Church of England.....	14th May, 1874.....	540 00	
Protestant Chaplain	Samuel P. Matheson.....	24	.....	.....	do	.....	200 00	
Roman Catholic Chaplain	Father Lacombe.....	50	.....	.....	Roman Catholic.....	.....	200 00	
Steward	Davis Little.....	38	Marshfield.....	England.....	do	8th June, 1875.....	480 00	
Guard	Alexander Garvin.....	39	Wellington.....	Canada.....	Presbyterian.....	1st April, 1878.....	480 00	
do	Kneass D. McDonell.....	31	Pine Fortune.....	do	Roman Catholic.....	21st Sept., 1876.....	480 00	
do	William Abbott.....	28	Montreal.....	do	Church of England.....	14th July, 1877.....	480 00	
do	William Mulvaney.....	28	Dublin.....	Ireland.....	Roman Catholic.....	2nd Dec, 1877.....	480 00	
do	David Taylor.....	25	Fallsworth.....	England.....	Wesleyan.....	1st July, 1878.....	480 00	
Messenger	Samuel McCormick.....	25	London.....	Canada.....	do	26th Sept., 1876.....	240 00	

S. L. BEDSON,
Warden.

 REPORT OF THE PROTESTANT CHAPLAIN.

ST. JOHN'S COLLEGE,

WINNIPEG, July 24th, 1878.

SIR,—I have the honour herewith to present my report as Protestant Chaplain for the year ending June 30th 1878.

Since forwarding my last, matters have gone on in the same satisfactory manner as in the past. The Warden has made several pleasing additions to the accommodations of the chapel. Regular services have been held, and regular visits paid to the convicts in their cells. The convicts have evinced an increasing interest in the services, and many of them have expressed to me a decided desire for spiritual improvement. They are always most happy to see me, and often I have had great cause to rejoice over conversations held with some of them. I trust that many of them may, on their release, go forth into the world happier and better men in the highest sense of all, with a firm resolve to cast in their lot with the Lord's people. During the past year I baptised one convict.

I am, dear Sir,

Your obedient servant,

SAMUEL P. MATHESON,

Protestant Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

 REPORT OF THE CATHOLIC CHAPLAIN.

WINNIPEG, August 8th, 1878.

SIR,—Regarding my annual report this year, as Catholic Chaplain of the Provincial Penitentiary of Manitoba, I have nothing to mention particularly further than I stated in my last report. I am happy to say that I feel very well satisfied with the management of Mr. Bedson, the Warden. I have always considered him "The right man in the right place," and every time I visit the institution this impression is more confirmed. I cannot in justice do otherwise than acknowledge the kind hospitality extended to us by Mr. Bedson whenever we go to perform our spiritual duties.

Allow me to further remark that at the request of Mr. Bedson, I advanced the money for the purchase of some books for the library for the use of the Catholic convicts, as also for vestments and furniture necessary for Catholic service in the chapel, hoping that the Government will reimburse me at its earliest convenience.

In conclusion I must say that the Catholic chapel is very convenient and kept in remarkably good order.

I have the honour, Sir,

To remain yours,

A. LACOMBE,

Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries
Ottawa.

RETURN

(28)

To an ORDER of the HOUSE OF COMMONS, dated 18th February, 1879 :—For a Statement giving a complete list of all the permanent, supernumerary and temporary employés appointed to the Custom House at Montreal since the 1st July, 1877, shewing: 1st. The name and age of each; 2nd. The date of his appointment; 3rd. The salary of each employé; 4th. The nature of his duties; 5th. The changes which have occurred, whether by death, superannuation or dismissal, with the cause of such superannuation, &c., and the new appointments made during the period, from that date to the 14th February.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE

OTTAWA, 28th February, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(29)

To an ORDER of the HOUSE OF COMMONS dated 28th February, 1879 ;—
For a copy of the Prospectus of the Loan recently effected in London ;
and also a statement of the Commission paid thereon and to whom
paid ; together with the amounts of the said Loan subscribed for by
the Bank of Montreal, or by the Financial Agents of the Dominion,
with the dates of said subscriptions.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 7th March, 1879.

LOAN OF 1878.

At three o'clock in the afternoon of Friday, the 6th December, when the tenders were opened, it was found that the sum of £1,621,000 was subscribed for in all, at and above the minimum price. It was then determined to keep the lists open until the following Monday, the 9th, at three o'clock in the afternoon, when the Financial Agents informed the Honorable the Finance Minister that the Balance was taken at 96½. A full statement of the amounts tendered for, and the prices realized, is herewith annexed. (*Statement A.*)

On the 19th December the Financial Agents addressed a letter to the Honorable the Minister of Finance stating :—“ We have the honor to inform you that we have placed to the credit of the Dominion of Canada 4 per cent. Loan of 1878, in our respective books, on the 13th instant, £678,344 8s. 11d., for receipts on account of the Loan of £3,000,000, as per particulars annexed.” (*Statement B.*)

The commission on the transaction, as shown by the preceding account, is one per cent. on £1,500,000.

The Finance Department has no knowledge of the amounts subscribed by the Bank of Montreal or the Financial Agents of the Dominion, either on the 6th or on the 9th December.

J. M. COURTNEY,

Deputy Minister of Finance.

FINANCE DEPARTMENT,

OTTAWA, 7th March, 1879.

STATEMENT A.

RECAPITULATION.

	£		£	s.	d.	
List No. 1.	144,200	...	£139,927	2	6	
2.	423,800	...	410,007	10	0	
3.	463,200	...	447,633	11	0	
4.	558,800	...	539,434	13	0	
5.	31,000	...	29,915	0	0	
	<u>£1,621,000</u>	...	<u>£1,566,917</u>	<u>16</u>	<u>6</u>	Average price £96 13s. 3d.
Balance—	1,379,000	at 96½ p. c.	1,330,735	0	0	
	<u>£3,000,000</u>	...	<u>£2,897,652</u>	<u>16</u>	<u>6</u>	Average price £96 11s. 9d.

STATEMENT B.

13th December, 1878.

DOMINION OF CANADA 4 PER CENT. LOAN OF 1878, FOR £3,000,000.

Receipts 13th December, 1878.

£		£	s.	d.
71,400	Payment in full at prices tendered.....	69,075	5	0
2,928,600	1st instalment being the difference between 75 per cent. and the prices tendered.....	632,127	2	6
<u>£3,000,000</u>		<u>£701,202</u>	<u>7</u>	<u>6</u>
	Less discount allowed at 4 per cent. on £71,400, paid in full	£ 357	18s.	7d.
	Less Brokerage, ¼ p. c. on	£3,000,000—	7,500	0 0
	Less our Commission 1 p. c. on 1,500,000—	15,000	0	0
		<u>£ 22,857</u>	<u>18</u>	<u>7</u>
	To the Credit of the Dominion of Canada account 4 per cent. Loan 1878	<u>£678,344</u>	<u>8s.</u>	<u>11d.</u>

LONDON, 19th December, 1878.

(Signed)

BARING BROTHERS & Co.
GLYN, MILLS, CURRIE & Co.

Issue of £1,500,000 Canada Bonds, bearing 4 per cent. interest, and guaranteed by the Imperial Government of the United Kingdom, under the authority of Act 37 Vic., cap. 45.

And of £1,500,000 Dominion of Canada 4 per cent. Bonds, authorized by the Act of Parliament of Canada, passed on the 10th May, 1878.

Messrs. Baring Brothers & Co., and Messrs. Glyn, Mills, Currie & Co., are authorized by the Minister of Finance of the Dominion of Canada, to receive at the office of the former Firm, No. 8, Bishopsgate street, within, on or before Friday, the 6th instant, at 3 p.m., Tenders for—

£1,500,000, Canada 4 per cent. Bonds, guaranteed by the Imperial Government of the United Kingdom, and to be repaid on the 1st October, 1913, as per form of Bond annexed.

And £1,500,000, Dominion of Canada 4 per cent. Bonds, of the form and tenor annexed, to be repaid on 1st November, 1908.

The 4 per cent. guaranteed Bonds will bear interest from the 1st October, 1878, and the 4 per cent. Dominion Bonds, from the 1st November, 1878, payable half-yearly, on the 1st April and October, and the 1st May and November, respectively.

Tenders must be for the whole or part of £3,000,000 in the proportion of one-half of Guaranteed Bonds, and one-half of ordinary Dominion of Canada 4 per cent. Bonds; and no Tender will be admitted which does not comply with this condition by bidding one price for the two stocks united.

No Tender will be accepted at less than 96½ per cent., and the Bonds will be allotted to the highest bidder or bidders, *pro rata*, according to the price offered. Tenders at a price including a fraction of a shilling other than sixpence, will not thereby get any preference.

The guaranteed portion of the Loan will be in Bonds to bearer, but the Dominion 4 per cent. Bonds can, at the option of the subscribers, be either in Bonds to bearer or Stock registered in their names; and, by virtue of an arrangement entered into by the Imperial and Canadian Governments, the Registered Stock will be transferable free of Stamp Duty to the Proprietors. Bonds to bearer may, at any future time, be converted into Registered Stock on payment of ½ per cent. Stamp Duty.

For the £1,500,000 4 per cent. loan, a cumulative Sinking Fund of not less than ½ per cent. will be employed in the purchase of Dominion 4 per cent. Bonds at or below par; the Government reserving the right to invest the Sinking Fund in other securities should the price be above par.

Holders of any portion of the £1,547,000 Canada 6 per cent. Bonds, maturing on 1st January next, who desire to re-invest in Canadian securities, may pay for any Bonds allotted to them in such maturing Bonds in lieu of Cash.

Messrs. Baring Brothers & Co., and Messrs. Glyn, Mills, Currie & Co., reserve to themselves the right to reject any Tenders which are not satisfactory, although they may be above the price fixed.

Payment will be required as follows:—

5 per cent. on application, and the remaining difference between 75 per cent. and the price tendered on allotment. The subsequent instalments must be paid at the office of Messrs. Glyn, Mills, Currie & Co. as follows:—

25 per cent. on 13th January, 1879.

25 per cent. on 13th February, 1879.

25 per cent. on 13th March, 1879.

Payments of these instalments may be made in full under discount, at the rate of 4 per cent. per annum, on any day when an instalment falls due, or on any Tuesday or Friday. The failure to pay any instalment when due forfeits all previous payments.

Scrip receipts will be issued without delay, and Bonds of £1,000, £500 or £100 will be delivered in exchange as soon as practicable.

LONDON, 2nd December 1878.

Form of Guaranteed 4 per cent. Bond, Canada.

Under the authority of an Act of Parliament of Canada, passed on the 26th May, 1874, intituled: "An Act to authorize the raising of a Loan for the construction of certain Public Works, with the benefit of the Imperial Guarantee, for a portion

“thereof,” this Debenture entitles the bearer, on the 1st October, 1913, to the sum of

of lawful money of Great Britain, being part of the sum of £3,600,000 raised under the authority of the said Act, the said principal sum to be repaid in London, at the Banking Houses of Messrs. Baring Brothers & Co. and Messrs. Glyn, Mills, Currie & Co., in the City of London, on presentation of the proper coupon for the same as hereunto annexed, namely, 2 per cent. on the 1st April and 2 per cent. on the 1st October in each year, the said principal sum and interest thereon being charged on the Consolidated Revenue Fund of Canada, as set forth in the said Act; and whereas, under the authority of an Act of the Imperial Parliament of the United Kingdom of Great Britain and Ireland, passed in the 37th year of Her Majesty's reign, cap. 45, the Commissioners of Her Majesty's Treasury are authorized to guarantee in such manner and form, and on such conditions as they think fit, payment of the principal and of interest, at a rate not exceeding 4 per cent. per annum, on all or any part of any Loan raised by the Government of Canada, for the purpose of the construction of the Pacific Railway and the improvement and enlargement of the Canadian Canals, so that the total amount so guaranteed from time to time do not exceed £3,600,000, and are further authorized to cause to be issued from time to time, out of the growing produce of the Consolidated Fund of the United Kingdom, such sums of money as may at any time be required to be paid to fulfil the guarantee under the said Act, in respect either of principal or interest; and the said Commissioners of Her Majesty's Treasury having accordingly guaranteed the due payment of such principal and interest, such guarantee is testified so far as relates to the amount of this Debenture, by the signature thereto of the undersigned, duly appointed by the warrant of the said Commissioners for such purpose.

Form of Dominion of Canada 4 per cent. Bond.

The Government of Canada hereby acknowledges to be indebted to the bearer in the sum of

pounds sterling, being part of the sum authorized to be raised in virtue of an Act of the Parliament of Canada, passed on the 10th May, 1878, which sum the said Government undertakes to pay on the 1st November, 1908, at the offices of Messrs. Baring Brothers & Co., and Messrs. Glyn, Mills, Currie & Co., in the City of London, in England, with interest in the meantime from 1st November, 1878, at the rate of 4 per cent. per annum, such interest being payable half-yearly on the first days of May and November of each year, at the same place, on presentation of the proper coupons hereunto annexed.

The principal and interest of the above sum are chargeable upon the Consolidated Revenue Fund of Canada, under authority of the above Act, and a sum equal to one-half per cent. per annum of the principal sum of such portion of the aforesaid Loan as may be issued will be set apart and invested for the redemption thereof in 4 per cent. Bonds or Stock of the Dominion of Canada if the price is at or below par, the Government of Canada reserving the right to invest the amount in other securities when the price of the Bonds is above par.

This bond may be exchanged for a certificate of inscription transferable in London at the office of Messrs. Glyn, Mills, Currie & Co.

Form of Tender for £1,500,000 Canada 4 per cent. Bonds, Guaranteed by the Imperial Government of the United Kingdom, and £1,500,000 Ordinary Dominion of Canada 4 per cent. Bonds.

hereby tender for a sum of £
 nominal capital, one-half in Canada 4 per cent. Guaranteed Bonds, and one-half in
 Ordinary Dominion of Canada 4 per cent, bonds, at the price of £ per cent.,
 and engage to accept the above sum, or any portion thereof which may be
 allotted to , and to pay the subsequent instalments as they become due, in
 conformity with the terms of your circular of 2nd instant.
 enclose the deposit of £ being 5 per cent. thereon.

London, _____

Name _____

Address _____

To Messrs. BARING BROTHERS & Co. }
 To Messrs. GLYN, MILLS, CURRIE, & Co. } London.

RETURN

(30)

To an ORDER of the HOUSE OF COMMONS, dated 19th February, 1879:—
For Return of total amount expended to 1st January, 1879, on
Welland Canal, Pacific Railway, Lachine Canal, &c., and further
amount required.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 7th March, 1879.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 7th March, 1879.

SIR,—I beg herewith to enclose the Return called for by the Order of the House of Commons, dated 19th February, 1879, for return of total amount expended to 1st January, 1879, on Welland Canal, Pacific Railway, Lachine Canal &c., &c., and further amount required.

I have the honor to be, Sir,

Your obedient servant,

F. BRAUN,

Secretary.

EDOUARD J. LANGEVIN, Esq.,

Under-Secretary of State, &c.,

Ottawa.

RETURN No. 1.

In answer to an Order from the House of Commons, dated 19th February, 1879, calling for a statement showing the total amount expended, up to the first day of January, 1879, on the enlargement of the Welland Canal; on the Lachine Canal; on the Pacific Railway and the survey thereof; on the section of the Pacific Railway extending from Thunder Bay to Selkirk; and also a statement of the sums further required from the first of January, 1879, to be expended to complete the Welland Canal; the Lachine Canal, and the section of the Pacific Railway extending from Thunder Bay to Selkirk, as estimated by the Department of Public Works.

STATEMENT showing total amount expended up to the 1st January, 1879, on the enlargement of the Welland Canal, on the Lachine Canal, and on the Canadian Pacific Railway and the survey thereof, on the section extending from Thunder Bay to Selkirk.

Expenditure to 1st January, 1879.

Welland Canal.....	\$ 8,907,754
Lachine do	4,010,341
Canadian Pacific Railway and Survey.....	11,538,866
On the section of the Canadian Pacific Railway extending from Thunder Bay to Selkirk.....	\$5,713,570

ESTIMATES of the sums further required, from the 1st January, 1879, to be expended to complete the Welland Canal, the Lachine Canal, and the section of the Pacific Railway extending from Thunder Bay to Selkirk.

Estimates to complete from 1st January, 1879.

Welland Canal.....	\$3,592,246
Lachine do	1,904,659

CANADIAN PACIFIC RAILWAY.

(Memorandum.)

STATEMENT of the sum further required from 1st January, 1879, to be expended to complete the Canadian Pacific Railway extending from Thunder Bay to Selkirk.

Grading, Bridging, Rails and Station accommodation...	\$10,000,000
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RETURN

(31)

To an ORDER of the HOUSE OF COMMONS, dated 24th February, 1879;—For copies of the last contract made between the late Government and Nazaire Bernatchez, Esq., of the Village of Montmagny, in the matter of the transport from Quebec to Grosse Isle, and from Grosse Isle to Quebec, of emigrants, mails, provisions, &c.; and also, for correspondence respecting the said contract and its continuation, in September last, between the then existing Government and the said Nazaire Bernatchez, Esq.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 4th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(32)

To an ORDER of the HOUSE OF COMMONS, dated 21st February, 1879;—For a return of the number of days during which one James McMahon, a Clerk in the Paymaster's Office of the Welland Canal, was absent from duty during the years 1877 and 1878, the number of days for which he received pay from the Department of Public Works; also, a copy of the letter or letters by which he was authorized to absent himself from duty during those years, either for the purpose of electioneering or for promoting contracts in the interest of certain Government contractors.

By Command

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 8th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(32A)

To an ORDER of the HOUSE OF COMMONS, dated 19th February, 1879:—
For all correspondence and papers in connection with the dismissal of John B. Smith from the office of Deputy Superintendent of the Welland Canal; as also the Report of the Superintendent of the Welland Canal in reference to such dismissal.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 10th March, 1879.

RETURN

(32B)

To an ORDER of the HOUSE OF COMMONS, dated 6th March, 1879;—
For a Statement giving the amount of damage caused by the break in the lower level of the Welland Canal in September, 1878; 1st. The amount required to make good and repair the damage to the Public Works; 2nd. The amount of damages to private property and claims made for such damages, giving the name of each claimant, amount of such claim paid, and number and amount yet unsettled.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 1st April, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(32c)

To an ORDER of the HOUSE OF COMMONS, dated 6th March, 1879;—
For a Return shewing the names of all persons from whom supplies for the old Welland Canal have been purchased from the 4th of November, 1873, to the 10th January, 1879; and also, shewing the Tenders, if any, on which such supplies have been furnished.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 1st April, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(32D)

To an ORDER of the HOUSE OF COMMONS, dated 28th February, 1879 :—
For a Return giving the names of all the permanent Employés engaged in the working and management of the old Welland Canal ; their ages, and dates of appointment ; the salary paid each, and allowances for house rent and travelling expenses, if any ; and positions in which they are employed.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 18th March, 1879.

STATEMENT shewing names, capacity, age, date of appointment, salary, allowance, &c., of all Employés engaged in the working and management of the old Welland Canal.

Name.	Capacity.	Date of Birth.	Date of Appointment.	Length of Service during year.	Salary.		Allowances.		Remarks.
					Rate.	Amount per year.	House Rent.	Value of House.	
					\$	\$ cts.	\$ cts.	\$	
E. V. Bodwell.....	Superintendent.....	April 30, 1827.....	April 16, 1874.....	1 year...	2,900 per ann..	2,900 00	300 00	\$	For trav. exp.
R. D. Dunn.....	Paymaster.....	July 12, 1822.....	December 2, 1874.....	1 do ...	1,400 do ...	1,400 00	.....	.....	Actual trav.
Jas. A. McMahon.....	Clerk in office.....	January 21, 1851.....	March 24, 1878.....	1 do ...	900 do ...	900 00	.....	.....	expenses.
Wm. Cooke.....	Harbour Master, Port Dalhousie.....	June 7, 1824.....	January, 1873.....	9 mos...	93.75 per m.	1,031 25	.....	120	
M. A. Charles.....	Charwoman.....	July 27, 1833.....	March 29, 1875.....	12 mos...	750 per ann..	144 00	.....	.....
J. I. Demare.....	Master, bridge.....	August 29, 1849.....	April, 1871.....	8 do ...	42 do ...	488 00	.....	60	
John M. Woodall.....	Lock No. 1.....	September, 1850.....	July 1, 1871.....	4 do ...	38 do ...	315 00	.....	50	
John Howe.....	Assistant, Lock No. 1.....	1813.....	1853.....	7 1/2 do ...	42 do ...	315 00	50 00	.....
C. D. Doane.....	do do.....	1839.....	March 25, 1875.....	7 1/2 do ...	42 do ...	315 00	50 00	.....
George Howe, jun.....	do do.....	1856.....	do 25, 1875.....	7 1/2 do ...	42 do ...	315 00	50 00	.....
R. Edgraft.....	do do.....	1826.....	do 25, 1875.....	7 1/2 do ...	42 do ...	315 00	50 00	.....
S. Duffin.....	do do.....	1829.....	do 25, 1875.....	7 1/2 do ...	42 do ...	315 00	50 00	.....
J. Paxton.....	do do.....	1837.....	do 25, 1875.....	7 1/2 do ...	42 do ...	315 00	50 00	.....
Wm. Hare.....	Master, Lock No. 2.....	August 31, 1826.....	April 15, 1850.....	12 do ...	38 do ...	456 00	.....	60	\$30 checking passes.
Walter Weaver.....	Assistant do.....	June 24, 1822.....	1852.....	7 1/2 do ...	38 do ...	285 00	50 00	.....	\$20 do
James Howe.....	do do.....	1817.....	1853.....	7 1/2 do ...	33 do ...	285 00	50 00	.....
C. Gorman.....	do do.....	March, 1811.....	March 25, 1875.....	7 1/2 do ...	38 do ...	285 00	50 00	.....
T. Johnson.....	do do.....	1835.....	do 25, 1875.....	7 1/2 do ...	38 do ...	285 00	50 00	.....
C. B. Hare.....	do do.....	June 2, 1852.....	October 19, 1874.....	7 1/2 do ...	38 do ...	285 00	50 00	.....
Henry Charles.....	do do.....	February 17, 1831.....	March 25, 1875.....	7 1/2 do ...	38 do ...	285 00	50 00	50	
R. Freeman.....	do do.....	1830.....	do 25, 1875.....	7 1/2 do ...	38 do ...	285 00	50 00	.....
Chas. Kearns.....	Bridge do.....	1813.....	1818.....	7 1/2 do ...	38 do ...	285 00	50 00	.....
George Howe.....	Assistant do.....	1812.....	1855.....	7 1/2 do ...	38 do ...	285 00	50 00	.....
Henry McCann.....	Bridge, St. Catharines.....	May 28, 1816.....	1867.....	7 1/2 do ...	38 do ...	240 79	.....	50	Superannuat'd and replaced by Timothy Sullivan.
Dennis Day.....	Assistant do.....	.....	.....	.....	38 do ...	258 40	47 08	.....	\$50 checking passes.
Arthur Carroll.....	Master, Lock No. 3.....	March 3, 1821.....	March 25, 1853.....	7 1/2 do ...	38 do ...	285 00	60 00	.....

Assistant, Lock No. 2.	do 3, 1837.	1870.	do	38	do	285 00	50	\$20 checking passes.
Alex. Walker.....	do 4	1870.	do	38	do	285 00	50	\$20 checking passes.
James Malpass.....	do 12, 1810.	June, 1840	do	42	do	315 00	60	
Henry Hare.....	do August, 1836	do 1867	do	42	do	315 00	50	
Frank Meighan.....	do 5	July, 1853	do	42	do	315 00	60	
Michael White.....	do October, 1850.	August 23, 1875	do	42	do	315 00	50 00	
Michael Driscoll.....	do 6	September, 1830.	do	38	do	285 00	60	
Fred. Shearer.....	do 6	April, 1854	do	38	do	285 00	50 00	
James Bradley.....	do 7	January 31, 1845	do	42	do	315 00	60 00	
Robt. Boyle.....	do 7	March, 1865.	do	42	do	315 00	60 00	
Horton Plumsted.....	do 8	September 1, 1836.	do	42	do	315 00	60 00	
James McCarty.....	do 8	May 2, 1867.	do	33	do	466 00	60 00	
Edward Boyle.....	do 9	August, 1875	do	38	do	285 00	60 00	
A. W. Bradley.....	do 9	do 1822	do	38	do	273 60	50 00	
Bartholomew Clark.....	do 9	September, 1853	do	38	do	285 00	50 00	
Master	do 10	August, 1863.	do	38	do	285 00	50 00	
Alex. Willson.....	do 10	July, 1834.	do	38	do	285 00	60 00	
John Reilly.....	do 11	October 22, 1856.	do	38	do	285 00	60 00	
Casper W. Bradley.....	do 11	February 20, 1855.	do	38	do	285 00	50 00	
James Logan.....	do 12	August, 1857.	do	38	do	285 00	60	
Martin Nestor.....	do 12	March, 1860	do	38	do	285 00	50 00	
John Flynn.....	do 13	May, 1870	do	38	do	285 00	60	
Alex. Winslow.....	do 13	1826.	do	38	do	285 00	50 00	
Barnet Darby.....	do 14	1834.	do	38	do	285 00	60	
James Ward.....	do 14	1864.	do	38	do	285 00	50 00	
Michael Moran.....	do 15	1813	do	42	do	315 00	60	
Thomas Flynn.....	do 15	1849	do	42	do	315 00	50 00	
Robert Veitch.....	do 16	April, 1817.	do	38	do	285 00	60 00	
Robert Gibson.....	do 16	July, 1871	do	38	do	285 00	50 00	
John Corbitt.....	do 17	March, 1865	do	38	do	285 00	60 00	
Frank Weaver.....	do 17	do 1836	do	38	do	285 00	50 00	
Wm. Strong.....	do 17	June, 1817.	do	38	do	285 00	60	
John Upper.....	do 18	December, 1862.	do	38	do	285 00	50 00	
James McCabe.....	do 18	April, 1873.	do	38	do	285 00	60	
James Madill.....	do 19	November, 1870.	do	38	do	285 00	50 00	
John Paterson.....	do 19	February, 1820	do	38	do	285 00	60	
Wm. Smith.....	do 20	1820.	do	38	do	285 00	50 00	
Robert Bradley.....	do 20	1852	do	75	do	900 00	60	
James McAuley.....	do 21	November 18, 1832.	do	38	do	285 00	50 00	
W. J. Taggart.....	do 21	February 12, 1827.	do	38	do	285 00	60 00	
Chas. H. Collier.....	do 22	June 25, 1835.	do	38	do	285 00	50 00	
P. McNamara.....	do 22	July 1, 1857.	do	38	do	285 00	60 00	
Samuel Booth.....	do 22	August 14, 1851	do	38	do	285 60	50	
John McNamara.....	do 23	November 27, 1842	do	38	do	285 00	60	
Thos. Turner.....	do 23	October 19, 1874.	do	38	do	285 00	50 00	
Stephen Cane.....	do 24	1838.	do	38	do	285 00	60 00	
Wm. Fegan.....	do 24	1815.	do	38	do	285 00	50 00	
Austin Moran.....	do 24	March 25, 1875	do	38	do	285 00	60 00	
James Flewallen.....	do 25	1825.	do	38	do	456 00	50 00	
Thomas Freel.....	do 25	February 3, 1815	do	38	do	285 00	60	
Benjamin McMann.....	do 25	April, 1854	do	38	do	285 00	50 00	
	do 25	May, 1849.	do	38	do	285 00	60	
	do 25	April, 1862.	do	42	do	273 00	50	
	do 25	do 1, 1851.	do	42	do	315 00	50	
	do 25	June, 1846.	do	38	do	456 00	60 00	
	do 25	November 6, 1875.	do	38	do	285 00	50 00	
	do 25	1853.	do	38	do	285 00	60 00	
	do 25	1853.	do	38	do	285 00	50 00	
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	do 25	1853.	do	38	do	285 00	60 00	
	do 25	1853.	do	38	do	285 00	50 00	

STATEMENT shewing names, capacity, age, date of appointment, salary, allowances, &c.—Old Welland Canal—Continued.

Name.	Capacity.	Date of Birth.	Date of Appointment.	Length of Service during year.	Salary.		Allowances.		Remarks.
					Rate.	Amount per year.	House Rent.	Value of House.	
					\$	\$ cts.	\$ cts.	\$	
Rufus Svaeze.....	Ast., Guard Lock, Th'd.	November, 1831.....	April, 1861.....	7 1/2 mos.....	38 per mo.....	285 87	50 00	.....
Michael McCarthy.....	do do	May, 1842.....	May 17, 1875.....	7 1/2 do	38 do	285 00	50 00	.....
John Collins.....	do do	1837.....	do 17, 1875.....	7 1/2 do	38 do	285 00	50 00	.....
John Gearon.....	Foreman at Allanburg.....	November, 1831.....	February, 1864.....	12 do	38 do	456 00	50 00	.....
Jacob Reuter, jun.....	Hurst's Bridge.....	do 22, 1829.....	August, 1871.....	7 1/2 do	38 do	285 00	50 00	.....
Thomas Commerford.....	Assistant, Hurst's Bridge	do 1843.....	November 2, 1876.....	7 1/2 do	38 do	285 00	50 00	.....
Nelson Higgins.....	Assistant's Bridge.....	June, 1840.....	August, 1865.....	7 1/2 do	38 do	285 00	50 00	.....
Richard Higgins.....	Assistant do	March, 1844.....	June 24, 1873.....	7 1/2 do	38 do	285 00	50 00	.....
Joseph Higgins.....	Assistant do	May, 1810.....	do 1869.....	7 1/2 do	38 do	285 00	50 00	.....
Joseph Upper.....	Allanburg Bridge.....	August, 1840.....	November 2, 1876.....	7 1/2 do	38 do	285 00	50 00	.....
P. O'Leary.....	Assistant do	December, 1857.....	May 17, 1875.....	12 do	38 do	456 00	50 00	.....	\$50 checking passes.
D. R. Bruce.....	Allanburg Lock.....	October, 1834.....	April, 1860.....	7 1/2 do	38 do	285 00	50 00	.....	\$20 do
Wm. Higgins.....	Assistant do	November, 1838.....	May 17, 1875.....	7 1/2 do	38 do	285 00	50 00	.....
Lewis Mosier.....	do do	March, 1835.....	August 7, 1877.....	7 1/2 mos.....	38 do	231 07	44 07	.....
Fred Lay.....	Allanburg Guard Lock.....	October, 1830.....	April, 1850.....	7 1/2 do	38 do	285 00	60 00	.....
Aaron Higgins.....	Assistant do	1833.....	May, 1860.....	7 1/2 do	38 do	285 00	50 00	.....
Daniel O'Leary.....	do do	February, 1822.....	November 13, 1874.....	7 1/2 do	38 do	285 00	50 00	.....
Joseph Newman.....	do do	December, 1814.....	April, 1864.....	7 1/2 do	38 do	285 00	50 00	.....
James Waters.....	do do	May, 1833.....	do 1860.....	8 do	38 do	304 00	60 00	.....
James McCoppen.....	Port Robinson Lock.....	December, 1825.....	July, 1859.....	7 1/2 do	38 do	285 00	50 00	.....
George Thompson.....	do do	2821.....	August, 1861.....	7 1/2 do	38 do	285 00	50 00	.....
James Walsh.....	Assistant do	March, 1841.....	March 26, 1875.....	7 1/2 do	38 do	285 00	50 00	.....
John Kveringham.....	Quaker do	June, 1831.....	June 3, 1874.....	7 1/2 do	38 do	285 00	50 00	.....
Samuel Terryberry.....	Assistant do	1821.....	November 12, 1876.....	7 1/2 do	42 do	293 00	50 00	.....
Wm. Carl.....	Burgar do	November, 1822.....	April, 1866.....	7 1/2 do	38 do	285 00	50 00	.....
James Edmonds.....	Assistant do	December, 1835.....	May, 1856.....	12 do	38 do	456 00	60 00	.....
Robert Morduck.....	Aqueduct Lock.....	do do	September, 1868.....	7 1/2 do	38 do	285 00	50 00	.....
James Foster.....	Welland Bridge.....	August, 1839.....	July 17, 1876.....	7 1/2 do	38 do	285 00	50 00	.....
Michael Sullivan.....	Assistant do	1835.....	August 1, 1871.....	7 1/2 do	38 do	285 00	50 00	.....
Alex. Hanna.....	Junction do	May, 1833.....	February, 1865.....	7 1/2 do	38 do	285 00	50 00	.....
Chas. Hanna.....	Assistant do	March, 1825.....	April, 1856.....	7 1/2 do	38 do	285 00	50 00	.....
George Hanna.....	Feeder Lock and Bridge.....	August 17, 1833.....	*August 24, 1864.....	9 do	38 do	342 00	60 00	.....
Andrew Hamilton.....	Overseer, Div. No. 3.....	1823.....	July 1, 1871.....	1 year.....	.....	600 00	.....	.....
Michael Madden.....	Stone Bridge.....	.....	July, 1871.....	7 1/2 mos.....	38 per mo.....	285 00	50 00	.....

Jeremiah Daly.....	Assistant, Stone Bridge.....	June 1, 1854.....	7½ do ...	38 do ...	285 00	50 00	84 \$30 checking passes, &c.
John McGillivray.....	Master, Bridge and Lock	April 17, 1849.....	8 do ...	42 do ...	488 00	.....	40 \$20 do
Patrick Fahey.....	Port Colborne.....	May 26, 1851.....	7½ do ...	42 do ...	315 00	.....	30 \$20 do
John Henshaw.....	Assistant, Port Colborne	May 13, 1856.....	7½ do ...	42 do ...	315 00	.....	50
Joseph Murray.....	do do	June, 1863.....	7½ do ...	42 do ...	315 00	50 00	.....
John Stevens.....	do do	January 5, 1844.....	7½ do ...	42 do ...	315 00	50 00	.....
John Cooke.....	do do	October 28, 1849.....	7½ do ...	42 do ...	315 00	50 00	.....
Wm. Aikens.....	do do	March 12, 1849.....	7½ do ...	42 do ...	315 00	50 00	.....
Edward Hanley.....	do do	May 16, 1844.....	7½ do ...	42 do ...	315 00	50 00	.....
Charles H. Carter.....	Attending Ferry.....	1838.....	11 do ...	38 do ...	418 00	50 00	.....
	Harbor Master, Port Colborne.....	June 1, 1866.....	3 year. ...	600 per ann. ...	637 50	150 00	.....
	Foreman at Dannville.....	March 9, 1837.....	1 do ...	800 do ...	800 00	.....	100
Chas. Thrush.....	Register of Water.....	November 4, 1815.....	12 mos. ...	38 per mo. ...	456 00	60 00	.....
L. J. Weatherby.....	Lock and Bridge.....	August 29, 1825.....	7½ do ...	38 do ...	285 00	60 00	.....
George Harris.....	Bridge, Stromness.....	May 21, 1875.....	7½ do ...	38 do ...	285 00	50 00	.....
Michael Corcoran.....	Port Maitland Lock.....	do 1866.....	7½ do ...	38 do ...	285 00	.....	60
John Hundley.....	Assistant Lock.....	do 1875.....	7½ do ...	38 do ...	285 00	.....	50
Timothy Sullivan.....	Assistant, St. Catharines Bridge.....	May 8, 1843.....	7½ do ...	38 do ...	285 00	.....	.....
	do do	June 11, 1878.....	3 do ...	38 do ...	25 33	2 77	.....
	Total.....				\$44,221 31	\$4,393 92	\$2,124
							\$280 00

* Appointed as Lock-Master, 24th August, 1864; and as Harbour Master and Carpenter, 1st July, 1871.
 † As Lock-Master.
 ‡ As Overseer.

RETURN

(32E)

To an ORDER of the HOUSE OF COMMONS, dated 28th February, 1879 ;—For copies of instructions furnished land valuers before entering on their duties in valuing land damages in the Counties of Haldimand and Monck, on the upper level of the Welland Canal ; also copies of all reports made by said valuers to the Government ; and copies of all claims made on the Government and unsettled up to this date, whether for flooded lands or the washing of the banks, caused by the raising of the water for canal purposes.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 8th April, 1879.

[*In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.*]

RETURN

(32 F)

To an ORDER of the HOUSE OF COMMONS, dated 31st March, 1879;—
 For copies of all Reports, letters or correspondence by the Superintendent, Welland Canal, as to the damage to Lock No. 21 on the Welland Canal, in the year 1874, by the Schooner "Louise;" also copy of bond given by Matthew and John Battle, to secure the payment of said damages; also statement giving the date of payment of said bond, if paid, and copies of all letters by Mr. John Battle to the Government or any of the Departments about the payment of bond given for said damages.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 15th April, 1879.

(By telegraph from St. Catherines to F. Braun.)

OTTAWA, 7th July, 1874.

Gates of Lock twenty-one carried away at half-past three to-day.

(Signed)

E. V. BODWELL,
Superintendent, Welland Canal.

(By telegraph from St. Catherines to F. Braun, Secretary Public Works.)

OTTAWA, 10th July, 1874.

Mr. Battle, owner of the schooner "Louise," which carried away gates of Lock twenty-one, wishes to give an endorsed bond for payment of damages; shall I take bond or insist upon cash payment? Answer.

(Signed)

E. V. BODWELL.

(By telegraph from Ottawa to E. V. Bodwell, St. Catherines.)

DEPARTMENT PUBLIC WORKS,
27th August, 1874.

Take Battle's bond if sufficient; part payment besides would be preferable.

(Signed) F. BRAUN,
Secretary.

SUPERINTENDENT'S OFFICE,
WELLAND CANAL,
ST. CATHERINES, October 16th, 1874.

SIR,—I have the honor to report that on the 7th July last, as per my telegram of that date the schooner "Louise" of St. Catherines, carried away all the gates of, Lock No. 21, on the Welland Canal; that in forty-eight hours thereafter they had been repaired and navigation re-opened. It was not then, and has not since been disputed that the accident occurred through the carelessness of those in charge of the vessel. I allowed the vessel to proceed on receipt of the enclosed bond, taken by Mr. Currie, the solicitor to the Welland Canal, and signed by Mr. Mathew Battle, the owner of the schooner, and his brother John Battle, of Thorold. I have assessed the damage at eleven hundred dollars.

It was contended by Mr. Battle that the gates were rotten and nearly worthless. I admit that the timber in one or two of the gates was somewhat decayed, but not so badly as to prevent their use for some years yet, while one of the gates was nearly new—the others had been in use eight years. Estimating a new set of gates as worth at the present time, say \$2,000, I thought an allowance of a difference between new gates and the old ones of nine hundred dollars, a reasonable allowance. I am still of that opinion. I have informed Mr. Battle of my decision and have asked him for payment.

I have the honor to be, Sir,

Your obedient servant,

(Signed) E. V. BODWELL,
Superintendent, Welland Canal.

F. BRAUN, Esq.,
Secretary of Public Works, Ottawa.

DEPARTMENT OF PUBLIC WORKS,
October 24th, 1874.

SIR,—I am directed to transmit to you the enclosed bonds of M. and J. Battle, securing amount assessed for damages by carrying away the gates of Lock No. 21, Welland Canal, by the schooner "Louise," and I am to request you will be pleased to cause \$1,100 (eleven hundred dollars), amount of such assessment, to be collected.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN.

Honorable the Minister
Department of Inland Revenue, Ottawa.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 2nd December, 1874.

SIR,—Referring to the letter of Mr. James Seymour, your Collector at St. Catherines, addressed to you on the 11th ult., respecting the collection of \$1,100 he was directed to make from Messrs. Matthew and John Battle, for damages done by their schooner "Louise" to the gates of Lock No. 21 of the Welland Canal, the Minister requests me to state that the Collector must do his duty and carry out the instructions he has received from your Department to collect the \$1,100 from Messrs. Battle. Mr. Seymour's letter is herewith returned.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,

Secretary.

A. BRUNEL, Esq.,
Commissioner, Inland Revenue, Ottawa.

INLAND REVENUE DEPARTMENT,
OTTAWA, 2nd December, 1874.

SIR,—I have the honor to acknowledge the receipt of your letter, No. 28,041, respecting the collection of eleven hundred dollars (\$1,100) from Messrs. Matthew and John Battle, and beg to inform you that I have again forwarded the papers to Collector Seymour, of St. Catherines, directing him to insist upon immediate payment. Should this demand not be complied with, my only alternative will be to refer the case to the Department of Justice, in order that the necessary legal steps may be taken for the recovery of the amount.

I have the honor to be, Sir,

Your obedient servant,

(Signed) A. BRUNEL,

Commissioner.

F. BRAUN, Esq.,
Secretary, Public Works Department, Ottawa.

OTTAWA, 29th August, 1876.

Regina vs. Battle Bros.—Damage to locks.

SIR,—Will you be so good as to state whether you wish this matter pressed, and if so, to enclose me a statement of the amount yet outstanding.

I am, Sir,

Your obedient servant,

(Signed) Z. A. LASH,

For Deputy-Minister of Justice.

F. BRAUN, Esq.,
Secretary, Public Works Department.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 26th September, 1876.

SIR,—I am instructed to enquire whether the bond for \$1,100, given by Battle Bros. as indemnity for the damage done by their schooner "Louise," on the 7th July last, to the gates of Lock 21, Welland Canal, and which was remitted to the Inland Revenue Department for collection, has been paid.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,

Secretary.

The Honorable
The Minister of Inland Revenue.

INLAND REVENUE DEPARTMENT,
OTTAWA, October 13th, 1876.

SIR,—Your letter of the 26th September ultimo, addressed to the Honorable the Minister of Inland Revenue, only came to my hands last evening.

In reply to your enquiry as to whether the bond given by Messrs. Battle Bros. for eleven hundred dollars (\$1,100) has been liquidated, I beg to inform you that the said bond was referred to the Department of Justice on the 12th December, 1874, in order that proceedings might be taken for the recovery of the amount. Since then this Department has not been advised as to the progress of the suit, nor has any portion of the money been received.

I have the honor to be, Sir,

Your obedient servant,

(Signed) A. BRUNEL,

Commissioner

F. BRAUN, Esq., Secretary
To the Department of Public Works, Ottawa.

DEPARTMENT OF PUBLIC WORKS,
October 18th, 1876.

SIR,—With reference to your letter of the 29th of August last, relative to the claim of the Government against Mr. Battle, for damages done to the Gates of Lock No. 21, Welland Canal, in August, 1874. The Department of Inland Revenue reports that no portion of the money has been received since Mr. Battle's bond of \$1,100 was transmitted to your Department, December 12th, 1874.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN.

Secretary.

Z. A. LASH, Esq.,
Deputy-Minister of Justice, Ottawa.

OTTAWA, October 19th, 1876.

Reg. vs. Battle.

SIR,—I have the honor to acknowledge the receipt of your letter of yesterday, in which you state that the Department of Inland Revenue reports that no portion of the money has been received since Mr. Battle's bond of \$1,100 was transmitted to this Department.

In reply I would call your attention to the fact the Hon. the Minister of Public Works, on the 31st December last, requested the Department of Inland Revenue to have the proceedings stayed, as Mr. Battle was then in Europe. This request was referred by the Commissioner of Inland Revenue to this Department with instruction to act as suggested by the Minister, if this might be done without impairing the interests of the Crown.

Our agent accordingly has stayed proceedings since December 2, 1875.

In my letter of 29th August ultimo, to which yours of yesterday is a reply, I asked you to supply a statement of Battle's ability, and to say whether the Minister of Public Works desired to have the matter pressed; your letter does not contain the information asked for; will you be kind enough to furnish it at your earliest convenience?

I have the honor to be, Sir,

Your obedient servant,

(Signed) Z. A. LASH.

F. BRAUN, Esq.,
Public Works Department.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 18th Oct., 1876.

SIR,—With reference to your letter of the 29th of August last, relative to the claim of the Government against Mr. Battle for damages done to the gates of Lock No. 21, Welland Canal, in August, 1874, the Department of Inland Revenue reports that no portion of the money has been received since Mr. Battle's bond of \$1,100 was transmitted to your Department, Dec. 12th, 1874.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy-Minister of Justice,
Ottawa.

OTTAWA, 20th Dec., 1876.

Regina vs. Battle.

SIR,—I beg to call your attention to my letter of the 18th October last, in which I reminded you that proceedings had been stayed in this matter at the request of the Minister of Public Works, and asked whether it was the desire of the Minister of Public Works the matter should now be pressed.

I have as yet received no answer to that letter, and am to request that you will inform me of the Minister's intentions as soon as possible.

Your obedient servant,

(Signed) Z. A. LASH,
Deputy Minister of Justice.

F. BRAUN, Esq.,
Secretary, Public Works Department.

PUBLIC WORKS DEPARTMENT,
OTTAWA, 17th January, 1877.

Regina vs. Battle.

SIR,—In reply to your letter of the 20th ultimo relative to this case, I beg to state that the reason why it was allowed to stand over was owing to Mr. Battle's absence in Europe, but that it should now be proceeded with.

I have the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy-Minister of Justice, Ottawa.

THOROLD, 1st February, 1877.

In the matter of the Queen vs. Battle for Lock Damages.

SIR,—I herewith enclose you, certified, a check for \$600, being the sum agreed upon between you and Mr. Thomson, M.P. I regret not having sent it sooner, but times have been very hard on shipping and money very scarce.

I have the honor to be, Sir,
Your obedient servant,

(Signed,) JOHN BATTLE,
per Son.

HON. ALEX. MACKENZIE,
Minister of Public Works, Ottawa.

PUBLIC WORKS DEPARTMENT,
OTTAWA, February 3rd, 1877.

Regina vs. Battle.

SIR,—With reference to your letter of the 20th December last, in the above matter, I am to state that Mr. Battle has paid \$600.

You will be pleased to state whether any costs have been incurred with which Mr. Battle should be charged.

I have the honor to be, Sir,
Your obedient servant,

(Signed) J. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy-Minister of Justice, Ottawa.

OTTAWA, 6th February, 1877.

Regina vs. Battle.

SIR,—In answer to your letter of the 3rd inst., asking whether there are any costs in this matter with which Mr. Battle should be charged, I have the honor to inform you that, pursuant to a letter of mine to you of the 18th September last, Mr. Bethune's costs in the matter, amounting to \$36.13, were paid by your Department. I think those should be paid by Mr. Battle.

Your obedient servant,
(Signed)

Z. A. LASH,
D. M. J.

F. BRAUN, Esq.

DEPARTMENT PUBLIC WORKS,
OTTAWA, March 8th, 1877.

Welland Canal.

SIR,—I beg to transfer the enclosed receipt in triplicate of the Bank of Montreal for \$600 (six hundred dollars) deposited by John Battle to credit of the Receiver-General, being for fine imposed for carrying away of the gates of Lock No. 21, by his schooner the "Louise."

I am, Sir,
Your obedient servant,
(Signed) F. BRAUN
Secretary.

Hon. the Minister,
Department of Inland Revenue, Ottawa.

No. 1,113.—DUPLICATE FOR DEPARTMENT.

\$636.30.—BANK OF MONTREAL.

OTTAWA, 3rd March, 1877.

Received from John Battle, on account of fine for breaking gates of Lock 21, Welland Canal, the sum of six hundred and thirty-six dollars and thirty cents, which amount will appear at the Receiver-General's credit with this Bank.

Signed in triplicate,
(Signed) G. S. ROBERTSON, for Manager.

Entered, (Signed) A. BRUNEL.

DEPARTMENT OF PUBLIC WORKS,
27th April, 1877.

Reg. vs. Battle.

SIR,—In compliance with your request, I beg to state that the sum of six hundred dollars (\$600), with costs amounting to 36¹⁰/₁₀₀, has been paid by Mr. Battle, and accepted by the Minister in full of all claims in connection with this case.

I have the honor to be, Sir,
Your obedient servant,
(Signed) F. BRAUN,
Secretary.

W. A. THOMSON, Esq., M.P.
House of Commons.

OTTAWA, 21st February, 1879.

DEAR SIR,—I would like to see the correspondence and report, as reported by the Superintendent of the Welland Canal, as to the damages to Lock No. 21 on the said canal, by schooner "Louise," in the year 1874; also correspondence between the Superintendent and the Government on the damages sustained by schooner "Upper" in said lock; if you will instruct one of your officers to let me look up such correspondence as reported, and get list of same, you will oblige.

Yours very truly,
(Signed) L. McCALLUM.

Hon. CHARLES TUPPER, C.B.,
Minister of Public Works.

INLAND REVENUE DEPARTMENT,
OTTAWA, 15th March, 1879.

SIR,—Referring to your memorandum of the 12th inst., asking that the bond given by J. Battle, for damage done to the Welland Canal Lock Gates, may be returned, I have to inform you that the bond is in the hands of James Bethune, Esq., Q.C., Toronto. It has, however, been written for, and will probably come to hand in a few days, of which I have advised Mr. McCallum.

I remain, Sir,
Your obedient servant,
(Signed) A. BRUNEL,
Commissioner.

F. BRAUN, Esq.,
Secretary Public Works Department, Ottawa.

INLAND REVENUE DEPARTMENT,
OTTAWA, 22nd March, 1879.

SIR,—In compliance with the request contained in your memorandum of the 28th ult., I beg to enclose the bond given by Messrs. Battle, in 1874, for damage done to the Welland Canal Locks.

I have the honor to be, Sir,
Your obedient servant,
(Signed) A. BRUNEL,
Commissioner.

F. BRAUN, Esq.,
Secretary, Public Works Department, Ottawa.

KNOW all men by these Presents that we, Mathew Battle, of the Town of St. Catherines, in the County of Lincoln and Province of Ontario, ship-owner; and John Battle, of the Village of Thorold, in the County of Welland and Province aforesaid, ship-owner, are held and firmly bound unto Her Majesty Queen Victoria, Her Heirs and Successors, in the sum of three thousand dollars of lawful money of Canada, to be paid to Her said Majesty the Queen, Her Heirs or Successors, for which payment well and truly to be made we bind ourselves, one and each, of our heirs, executors and administrators, firmly by these Presents.

Sealed with our seals and dated this tenth day of July, A.D., 1874.

Whereas, the schooner "Louise," owned by the said Mathew Battle, did, on the seventh day of July, A.D., 1874, whilst passing through the Welland Canal in said Province, through accident, carry away the Lock Gates at Lock No. 21, on said canal;

And whereas the said vessel or schooner and her owner is liable to pay to the Government of the Dominion of Canada the damages caused by the said Gates and Lock:

Now the condition of this obligation is such that if the above bounder, Mathew Battle and John Battle, or either of them, or either of their heirs, executors or administrators, shall well and truly pay unto Her said Majesty the Queen, Her Heirs or Successors, or any person duly authorized to receive the same, the damages assessed against the said schooner for the said damages at said lock, then the above obligation to be void, otherwise to remain in full force and virtue.

(Signed) MATHEW BATTLE,
" JOHN BATTLE.

Signed, sealed and delivered }
in the presence of }

(Signed) JOHN M. CURRIE.

RETURN

(32G)

To an ADDRESS of the HOUSE OF COMMONS, dated 24th March, 1879;—For copies of all correspondence between the Government and the County Council of Welland, about the claims of the Government against the said County for marsh lands; also, copies of all reports and letters made by the Superintendent of the Welland Canal, to any Member of the Government on the said claims; also, statement shewing basis of settlement on which reduction was made on said claims.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 26th April, 1879.

RETURN

(33)

To an ORDER of the HOUSE OF COMMONS, dated 24th February, 1879;—For copies of all Tenders received for the construction of the Railway Extension and of the Wharf at Souris; and copies of all papers and correspondence relating thereto.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 10th March, 1879.

RETURN

(33A)

To an ORDER of the HOUSE OF COMMONS, dated 24th February, 1879;—For copies of all Tenders received in connection with the construction of the Breakwater at Souris, Prince Edward Island, together with copies of all correspondence between the Contractors of that work and the Engineer in charge of the same.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 18th March, 1879.

[*In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.*]

DETAILED STATEMENT

OF ALL

BONDS OR SECURITIES

REGISTERED IN THE

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA.

DATED 10TH MARCH, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Statement is not printed.]

(Printed in Condensed Form.)

RETURN

(35)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th February, 1879 :
 —For copies of all Orders in Council relating to the transfer by the Dominion to the Ontario Government of the River Trent and Newcastle District Navigation and Canal Works ; also of all correspondence upon the subject of such transfer ; also a statement of all sales and leases of Lands, Hydraulic Power, and other property connected with the said works, and of the covenants, &c., binding on the Government entered into with the purchasers, &c. ; also for number of acres of land overflowed and for which compensation was paid, and of the lands acquired for purposes of such works, &c ; also a statement of the total cost up to date of latest returns.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 11th March, 1879.

LIST of public works connected with the navigation and descent of timber on the River Trent and in the Newcastle District :—

- At Trenton, a bridge.
- Widow Harris, a dam.
- Chislom's Rapids, a canal, dam and slide.
- Ranney's Falls, a dam, boom and two slides.
- Campbellford, guide booms.
- Fiddler's Island, two dams.
- Middle Falls, four dams and two slides.
- Crow Bay, a single stick boom.
- Heeley's Falls, four dams and two slides.
- Crook's Rapids, a swing bridge and canal slide.
- Whitla's Rapids, a canal wing and cross dam.
- Little Lake, three piers and a single stick boom.
- Peterborough, a bridge.
- Buckhorn Rapids, a dam, slide and two booms.
- Lindsay, a dam, slide and two booms.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council on the 8th October, 1878.

On a report dated 8th October, 1878, from the Honorable the Minister of Public Works, stating that on the 15th March, 1870, an Order in Council was passed authorizing the Minister of Public Works to enter into negotiations with the Government of Ontario with a view of effecting a transference to the latter of the public works connected with the navigation and the descent of timber on the River Trent and in the Newcastle District.

That negotiations have accordingly taken place between the two Governments which resulted in the acceptance by the Lieutenant-Governor in Council on behalf of the Province of Ontario, on the 4th instant, of the transference of said works, with the conditions "that such transfer be made free from all conditions and stipulations as to any future maintenance of or expenditure on account of said works on the part of the Province beyond what, if any, the Legislative Assembly may from time to time sanction and approve of."

The Minister recommends that the works in question be transferred to the Ontario Government upon the terms of their Order in Council of the 4th instant.

The Committee submit the foregoing recommendation for Your Excellency's approval.

Certified.

(Signed) W. A. HIMSWORTH,
Clerk Privy Council.

To the Honorable
The Minister of Public Works.

TORONTO, 5th October, 1878.

SIR,—With reference to the correspondence that has taken place respecting the transference to the Government of this Province of the public works connected with the navigation of the River Trent in the Newcastle District, I am now directed to transmit a copy of an Order in Council, approved of the 4th instant, together with a copy of the report of the Commissioner of Public Works therein referred to, having reference to such transference.

I have the honor to be, Sir,
Your obedient servant,

(Signed) R. S. BRODIE,
Acting Assistant Secretary.

The Honorable
The Secretary of State of Canada,
Ottawa.

COPY of an Order in Council approved by His Honor the Lieutenant-Governor the 4th day of October, A.D. 1878.

4th October, 1878.

The Committee of Council advise that the annexed report of the Honorable the Commissioner of Public Works having reference to the proposed transference to the Ontario Government of the public works connected with the navigation and the descent of timber on the River Trent in the Newcastle District, be approved of by your Honor and acted upon.

Certified.

(Signed) J. G. SCOTT,
Clerk, Executive Council, Ontario.

TORONTO, 3rd October, 1878.

The undersigned, having reference to the correspondence already had between the Dominion Government and the Government of Ontario respecting the proposed transference to the latter of the public works connected with navigation and the descent of timber on the River Trent in the Newcastle District (and having in view the fact that certain of the said works are alleged to be no longer useful for the purposes either of navigation or the descent of timber, but as at present maintained are only overflowing and damaging large quantities of valuable land, portions of which belong to this Province), begs respectfully to recommend that with a view to future action an immediate transference of the said works from the Dominion Government to the Province of Ontario be accepted, provided that such transfer is made free from all conditions and stipulations as to any future maintenance or expenditure on account of said works on the part of this Province beyond what, if any, the Legislative Assembly may from time to time sanction and approve of.

(Signed) C. F. FRASER,
Commissioner.

To His Honor
The Lieutenant-Governor in Council.

27th February, 1879.

SIR,—I have the honor to refer to you the enclosed papers relative to the Trent works, and to request that the Department may be instructed whether any more process beyond the passing of an Order in Council is necessary for the transference of these works to the control of the Ontario Government.

I have the honor to be, Sir,
Your obedient servant,
(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy Minister of Justice.

COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor-General in Council on the 6th August, 1862.

On a memorandum dated 24th July, 1862, from the Honorable the Commissioner of Public Works, submitting a statement shewing the lots and parts of lots conveyed to and now under the care of his Department, in the Townships of Seymour and Brighton, in the County of Northumberland, which are not required for public purposes; and recommending that the same may be transferred to the Department of Crown Lands, with the necessary titles thereto, to be disposed of by sale or otherwise as may be deemed expedient.

The Committee recommend that the Report of the Hon. the Commissioner of Public Works be submitted to His Excellency for approval.

Certified.

(Signed) WM. H. LEE,
Clerk, Privy Council.

To the Honorable
The Commissioner of Public Works.

COMPARATIVE Statement of Drowned Lands conveyed to the Department of Public Works, in the County of Northumberland.

Vendors.	Township.	Lot.	Con- cession.	Mr. Benjamin's Return.		Mr. Rubidge's Return.		Mr. Ranney's Return.			Remarks.
				A.cres.	Roods.	Perches.	A.cres.	Roods.	Perches.	A.cres.		Roods.	Perches.
Geo. S. Boulton,	Seymour	5	Gore.	15	2	15	2	15	0	0	Plan does not show quantity of land. On plan, 8 acres, 2 roods, 11 perches. do 24 do 1 do 20 do do 4 do 0 do 4 do do 41 do 3 do 28 do do 14 do 3 do 6 do do 23 do 2 do 28 do do 6 do 1 do 24 ¹⁰⁰ Mr. Lyons, P.L.S., in his notes of Survey, states that he did not think it necessary to stake out the 30 acres, "as the lot is owned by the Government." On plan, 103 acres, 2 roods, 14 ¹⁰⁰ perches.
do	do	6	do	8	1	8	1	10	0	0	
do	do	10	do	24	1	24	1	7	0	0	
do	do	11	do	4	0	4	0	10	0	0	
do	do	12	do	41	3	28	3	20	0	0	
do	do	13	do	13	3	6	3	50	0	0	
do	do	13	do	23	2	28	2	15	0	0	
do	do	14	do	6	1	24	1	30	0	0	
do	do	14	do	30	3	9	3	100	0	0	
Wm. H. Meyers	do	6	1	104	1	29	1	104	1	29	
Chas. Bigger.	do	5 ¹ , 22	1	9	9	9	9	Whole lot.	do	do	
Thos. Haig	do	Part of 20	2	203	2	7	2	45	0	0	
Donald Campbell	do	25	2	4 ¹	2	45	2	30	0	0	
Roderick Hoard.	do	Part of	3	10	10	10	10	200	0	0	
Capt. John Landon	do	25	7	200	0	0	0	0	0	0	
Archibald Ponton	do	14	13	200	0	0	0	0	0	0	
do	Murray	25	7	200	0	0	0	0	0	0	
do	do	N. part of 20	8	175	0	0	0	0	0	0	
Donald Campbell	do	22	8	208	2	6	2	Whole lot.	do	do	
do	do	23	8	207	1	22	1	do	do	do	
do	do	25	8	166	1	8	1	do	do	do	
do	do	26	8	200	0	0	0	do	do	do	
do	do	27	8	200	0	0	0	do	do	do	
do	do	27	8	200	0	0	0	do	do	do	
do	do	27	8	41	1	2	0	30	0	0	
James Blakely	do	2	9	23	23	23	23	do	do	do	
Wm. Bamber	do	5	9	100	0	0	0	do	do	do	
do	do	N. half of 15	-9	175	0	0	0	do	do	do	
Donald Campbell	do	N. part of 16	9	199	1	24	1	Whole lot.	do	do	
do	do	24	9	200	0	0	0	do	do	do	
do	do	25	9	40	0	0	0	do	do	do	
do	do	27	9	200	0	0	0	do	do	do	
do	do	31	9	200	0	0	0	do	do	do	
G. S. Boulton	do	Part of 1	10	91	0	28 ¹⁰⁰	0	Whole lot.	do	do	

STATEMENT of Crown, Clergy and Board of Works land sold to W. R. Parker.

Townships.	Lot.	Concession.	Quantity.			Description of Land.
			Acres.	Rods.	Perches.	
Seymour.....	5	Gore	15	.....	.....	George S. Bolton, deeded.
do	6	do	8	2	11	do do
do	10	do	24	1	20	do do
do	11	do	4	0	4	do do
do	12	do	41	3	28	do do
do	13	do	14	3	6	do do
do	13	do	23	2	28	do do
do	14	do	6	1	24	do do
do	6	1	30	.....	.....	Wm. H. Meyers.
do	S. 22	1	104	1	29	Charles Biggar, deeded.
do	Part of 20	2	9	.....	.....	Thomas Haig do
do	25	2	203	2	7	Donald Campbell.
do	Part of 26	2	45	.....	.....	Roderick Hoard, deeded.
do	25	3	10	.....	.....	Captain John Landon, deeded.
do	14	13	200	.....	.....	Archibald Ponton do
Murray.....	25	7	200	.....	.....	Clergy Swamp.
do	N. pt. of 20	8	175	.....	.....	do
do	22	8	208	2	6	Donald Campbell.
do	23	8	207	1	22	do
do	25	8	166	1	8	do
do	28	8	200	.....	.....	Crown.
do	27	8	200	.....	.....	Clergy.
do	2	9	41	1	2	James Blakely.
do	5	9	23	.....	.....	William Bamber.
do	N. 1/4 15	9	100	.....	.....	Clergy.
do	N. pt. of 16	9	175	.....	.....	Crown.
do	24	9	199	1	24	Donald Campbell.
do	25	9	200	.....	.....	Clergy.
do	27	9	40	.....	.....	G. S. Boulton, deeded.
do	31	9	200	.....	.....	Clergy.
do	Part of 1	10	91	.....	28	Geo. S. Boulton.
do	do 2	10	91	.....	28	do
do	do 3	10	99	2	2	do
do	do 4	10	91	.....	28	do
do	do 5	10	91	.....	28	do
do	N. pt. of 6	10	100	.....	.....	Clergy.
do	12	10	100	.....	.....	do
do	20	10	100	.....	.....	do
do	21	10	100	.....	.....	Crown.
do	22	10	100	.....	.....	do
do	20	10	100	.....	.....	do
do	27	10	100	.....	.....	Clergy.
do	28	10	100	.....	.....	Crown.
do	29	10	100	.....	.....	do

STATEMENT OF THE TOTAL COST OF THE RIVER TRENT AND
NEWCASTLE DISTRICT NAVIGATION AND CANAL WORKS.

The total cost of construction on these works since their commencement, up to the 30th June, 1867, as shewn by Appendix No. 70, amounts to \$670,078.31, subdivided as follows, viz :

On Canals, &c., prior to the Union.....	\$ 92,449 33	
Slides, &c do 	85,142 67	
	\$177,592 00	
On Canals, &c., since the Union.....	216,921 98	
Slides, &c., do 	228,347 05	
Roads, do 	30,454 40	
Bridges, do 	16,762 88	
	492,486 31	
Total.....		\$670,078 31

No expenditure on construction since 30th June, 1867.

N. B.—Some water privileges appear to be held by private parties, without lease from Government—possibly by virtue of Crown grants issued previous to the construction of any public works on the Rivers in the Newcastle District. The Department have no data from which precise information can be given in this matter.

STATEMENT of Hy... Lots leased to

Date of Lease.	Term of Lease.	Lessees.	Property Leased.
Nov. 11, 1853	21 years.....	James Cumming.....	Upper Canada College or University Lot No. 9 in 8th Concession, Sydney, Chisholm Rapids and Lock.
Feb. 22, 1855	Pleasure of Government.	do	Lock-house and premises on do do ...
April 29, 1868	21 years.....	Owen Roblin	Near Village of Frankford, at Nine Mile Rapids, Township of Sydney, County of Hastings.
Nov. 11, 1867	Pleasure	Needler & Sadler.....	Half of an acre of land on Lot No. 21, 6th Con. Ops, County of Victoria (near Lindsay Slide).
Dec. 9, 1869	For ever	Hen. Jas. Cockburn, Nesbitt, Kirchoffer & Robt. Cockburn.	License authorizing them to maintain a Dam across River Trent, at the Lot No. 10 in 6th Con., Seymour, Village of Campbellford.
Sept. 20, 1871	14 years from Dec. 11, 1868...	James Foley.....	License to cut and remove the stalks or stems of Wild Rice Plant from lakes, rivers, streams, &c., in the Province of Ontario, under jurisdiction of Government of Canada.
.....	do ...	do to { J.S. Sturges and Thos. Keech }	Transfer to them of above license
Dec. 8, 1843	.....	W. Purdy, H. W. Purdy <i>et al.</i>	Release to Government of part of Lots 20 and 21, others conveyed to Government part of Lots (\$1,600), reserving to themselves the use of and remodelled.
Nov. 7, 1873	.....	Mossom Boyd.....	On the 7th November, 1873 (No. 4,447), Mossom of Victoria; also land for Bobcaygeon Canal
Sept. 10-12, '74	.....	Order in Council.....	Transferring dam at Lindsay and leases of water-
Sept. 1, 1874	.....	Mossom Boyd.....	Crown grant to him of those parts of Lots 12 and land, one chain wide, both sides, being part channel and take water for his saw-mill.
June 25, 1869	.....	.....	The Municipal Council of the Town of Lindsay Scugog, above and below the Government in 1866; on Order in Council, dated the 25th Municipality shall erect and maintain them
July 6, 1869	.....	.....	On the 6th July, 1869, the Municipal Council of above mentioned.
June 25, 1869	.....	.....	Upon the petition of the Municipal Authorities of 5th and 6th Concessions, an Order in Council, build, maintain and operate the bridge at its the Government.
July 10, 1869	.....	.....	On the 10th July, 1869, a resolution was passed Council above mentioned.

various parties on the Trent River.

Area of Lots.	Amount of Water Power Leased.	Date from which the Lease is reckoned, or of auction sale.	Annual Rental.		Terms of Payment.		Remarks.
			\$ cts.	\$ cts.	When payable each year.	When first Instalment became payable.	
Between canal & river.	All the surplus water or span	Jan. 1, 1854	20 00	20 00	January 1...	Jan. 1, 1855	
1½ acre..	Feb. 22, 1855	20 00	20 00	do ...	Jan. 1, 1856	For a lock-house.
.....	Jan. 1, 1868	1 00	1 00	do ...	Jan. 1, 1869	Mills and manufactories. With a mortgage. Mortgage discharged April 15, 1871. Letter No. 15,619.
½ acre	Jan. 1, 1867	36 00	18 00	Jan. 1 and July 1.	At delivery of lease.	For piling lumber. Cancelled. He paid only \$15 for first instalment from 1st January to 1st July, 1867, as per lease.
.....	Dec. 9, 1869	No rent mentioned.		.....	.....
.....	Dec. 11, 1868	do	.....	.....	.....	For manufacture of paper.
.....	do	.....	.....	.....

in 6th Con. Ops, County of Peterborough. On the 8th December, 1843 (No 1,968), William Purdy and Nos. 20 and 21 in the 6th Concession of Ops. in the County of Peterborough, for a sum of £400 currency the water for their mills, above the Town of Lindsay, free from rent. These mills were to be removed

Boyd conveyed to Government part of Lot No. 15, in 10th Concession, Township of Verulam, County and roads both sides, reserving to himself the use of surplus water of canal for his grist-mill. power thereat to Ontario Government.

13, in the 19th Concession, Harvey, covered by the waters of the Little Bob Channel, and the strip of the land and water-power connected with the Bobeaygeon Canal, with power to dam up this

having petitioned the Government for the reconstruction of two bridges once erected over the River bridge on St. Lawrence and Wellington Streets, and removed by order of Department of Public Works June, 1869, granted the Council the permission to re-erect these two bridges on condition that the at its own cost, and remove them whenever required by the Department of Public Works.

the Town of Lindsay passed a resolution accepting the conditions contained in the Order in Council

the Township of Ops, praying for the construction of a swing-bridge over the River Scugog between dated the 25th June, 1869, was passed, granting the petition on condition that the Municipality shall own cost, and that the general care of the same, as well as its location and dimensions, shall rest with

by the Municipal Council of the Township of Ops accepting the conditions contained in the Order in

MEMORANDUM.

(35)

OTTAWA, 4th February, 1870.

The undersigned has the honor to submit that by the British North America Act, 1867, certain public works became the property of the Dominion of Canada, and by 31 Vic., Cap. 12, "An Act respecting the Public Works of Canada," the same were placed under the control and management of the Minister of Public Works.

That among the works in question were comprised the dams, slides, booms, &c., which had been constructed on a proposed line of navigation following the River Trent, Rice Lake, Otonabee River, Clear Lake, Buckhorn Lake, Chemong Lake, Pigeon Lake, Sturgeon Lake and Scugog River.

That these works were commenced in 1833 by the Government of the Province of Upper Canada, and were continued by the Government of the Province of Canada.

That they were at first undertaken with a view of opening a continuous line of navigation for the accommodation of the local traffic, and also to open a line of communication between Lakes Ontario and Huron by way of Talbot River, Lake Simcoe and the River Severn. That after the union of the Provinces of Upper and Lower Canada, in 1841, the Engineers of the Department represented that the lockage between Lakes Ontario and Huron on this line would be so great that it could never compete for the through traffic with the Welland Canal route, and that its usefulness, if ever completed, would be confined to the local trade. The idea therefore of completing these works, the cost of which was estimated at \$2,500,000, was for the time abandoned.

Railways were shortly afterwards introduced into this district, and for some time it was expected that these new highways would accommodate the whole of the local traffic; but in the last few years the movement of heavy goods within the interior of this district has increased to such an extent that certain locks which had been allowed to remain idle have had to be repaired and brought into use.

In 1855 the Commissioner of Public Works reported that the cost of maintaining the slides, booms and other works connected with the descent of timber on the Trent was greater than the revenue derived from them, and recommended that the works should be placed in charge of a Committee of persons interested in the Trent lumber trade who had offered to assume their management. It was therefore arranged that the locks, lock-houses, &c., should remain under the control of the Public Works Department, and that the works connected with the descent of timber at Ranney's Falls, Cambellford, Fiddler's Island, Middle Falls, Crowbay and Heeley's Falls should be handed over to the care of the Committee, and that they (the Committee) should have the right of levying tolls on timber passing down the river for the purpose of keeping the works in repair.

The expenditure charged to the construction account on these works since their commencement up to the 30th of June, 1869, is as follows, viz. :—

Previous to the Union in 1841 :		
On canals.....	\$92,449	53
On slides.....	85,142	67
		<u>\$177,592 00</u>
From the Union in 1841 to Confederation in 1867 :		
On canals.....	\$216,921	98
On slides.....	228,347	05
On roads.....	30,454	40
On bridges.....	16,762	88
		<u>492,486 31</u>
From Confederation in 1867 to end of Fiscal Year ending 30th June, 1869 :		
On canals (not including repairs).....		324 85
		<u>\$670,403 16</u>

That the Government of Ontario have already advertised in the public journals for tenders for rebuilding the lock and swing-bridge at Lindsay, also for dredging the river, &c., thus recognizing these improvements as local works.

The undersigned would recommend that, as these works are so entirely local in their objects, negotiations be now entered into between the Dominion Government and the Ontario Government with a view to effecting a transference to the latter of the Public Works that are connected with navigation and the descent of timber on the River Trent and in the Newcastle District.

Respectfully submitted.

(Signed) HECTOR L. LANGEVIN,
Minister of Public Works.

Copy of a Report of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council on the 15th March, 1870.

The Committee have had under consideration the Memorandum, dated February 4th, 1870, from the Honorable the Minister of Public Works, and for the reasons therein given they advise that the Minister be authorized to enter into negotiations on behalf of the Dominion Government with the Government of Ontario with a view of effecting a transference to the latter of the Public Works connected with the navigation and the descent of timber on the River Trent and in the Newcastle District.

Certified.

(Signed) WM. H. LEE,
Clerk, Privy Council.

To the Honorable,

The Minister of Public Works, etc.

RETURN

(36)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1879 ;--For a statement shewing : 1. The number of Engineers and employés engaged in making, in August and September last, an exploration and survey of the Basin of Montmagny and of the River St. Lawrence opposite St. Thomas, L'Islet and St. Jean Port Joli, with a view to deepening the Basin of Montmagny ; 2. The number of days the said survey lasted ; 3. The total cost of the said survey.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 10th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(37)

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1879:—
For a copy of the Order in Council under and by which the late Postmaster of the City of Toronto was superannuated, and all correspondence in connection therewith, and which led up to the superannuation of the said Postmaster; and also, all correspondence and Orders in Council respecting the appointment of Mr. Patteson to the said office.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 11th March, 1879.

[Copy.]

OTTAWA, 5th Feb., 1879.

SIR,—I beg in view of my long, and I believe I may say, faithful services in the Post Office Department, and also of the fact that I have already attained the age of sixty-five years, to ask you to recommend that I may be placed upon the superannuation list.

I am Sir,

Your obedient servant,

(Signed) JOSEPH LESSLIE,

Postmaster.

Hon. H. L. LANGEVIN,

Postmaster General, Ottawa.

[Copy.]

EXTRACT from the *Minutes of a Meeting of the Treasury Board, held on the 8th February, 1879, approved by His Excellency the Governor General in Council, on the 11th February, 1879.*

The Board have had under consideration a Report from the Honorable the Postmaster General which accompanies a letter of resignation from Mr. Joseph Lesslie the Postmaster at Toronto.

Mr. Lesslie who is now sixty-five years of age, has been thirty years in the public service, and for the past three years has been in receipt of a salary of \$3,500. In consideration however of Mr. Lesslie's faithful services, the Board upon the report of the Honorable the Postmaster General, recommend that a period of five years be added to his actual term of service, and that he be allowed to retire upon the thirteenth day of February instant, with an annuity based upon a period of thirty-five years' service and an average salary of \$3,500, and amounting to \$2,450.

Certified.

(Signed)

W. A. HIMSWORTH,

Clerk, Privy Council.

To the Honorable
The Postmaster General.

[Copy.]

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 12th February, 1879.

On the recommendation of the Honorable the Postmaster General, the Committee advise that under the provisions of the Civil Service Act, 1868, Thomas Charles Patteson, of the City of Toronto, Esquire, be appointed Postmaster of that city, in the room and stead of Joseph Lesslie, Esquire, superannuated.

Mr. Patteson's salary to be at the rate of \$3,000 per annum.

Certified.

(Signed)

W. A. HIMSWORTH,

Clerk, Privy Council.

To the Honorable
The Postmaster General.

RETURN

(38.)

To an ORDER of the HOUSE OF COMMONS, dated 28th February, 1879;—
For copies of all correspondence, reports and petitions in possession of
the Government in relation to the Hillsbury Post Office.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 11th March, 1879.

*[In accordance with the recommendation of the Joint Committee on Printing, the above
Return is not printed.]*

RETURN

(39)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1879 ;—
For a Statement showing the revenue collected on the sale of
Canadian Tobacco, and the cost of collecting the duty thereon, from
1873 to 1st January, 1879.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 12th March, 1879.

RETURN to an Order of the House of Commons, for a Statement of the Revenue collected on sale of Canadian Tobacco, and the cost of collecting the Duty thereon, from 1873 to 1st January, 1879.

Years.	Canadian Leaf, used in the manufacture of Tobacco, subject to the maximum ratio of Duty.		Canadian Leaf and Canada Twist, paid Duty.	Rate of Duty.	Duty Collected.
	Lbs.		Lbs.	Cts.	\$ cts.
1872-73.....	201,782	This tobacco was partly used in the manufacture of plug and cut tobacco and partly in the manufacture of cigars, in combination with imported leaf, but the Department has no means of determining how much for cigars and how much for other grades.	66,966	7	4,687 62
1873-74.....	66,624		129,842½	7 & 10	10,451 65
1874-75.....	8,214		67,430	10	6,743 00
1875-76.....	7,732		17,682½	10	1,768 25
1876-77.....	17,253		17,389½	10	1,739 05
1877-78.....	13,412		8,244½	10	824 45
6 months ending 31st December, 1878.....	2,072		4,874	10	487 40
Total.....	317,089		312,429	.....	26,701 42

It is impossible to state specifically the cost of collecting the duty on Canadian tobacco, inasmuch as it is collected in common with the duties on malt, spirits and foreign tobacco, and no separate account is or can be kept.

A. BRUNEL,
Commissioner.

INLAND REVENUE DEPARTMENT,
OTTAWA, 5th March, 1879.

RETURN

(39A)

To an ORDER of the HOUSE OF COMMONS, dated 17th March, 1879;—
For a Statement shewing in detail the quantity of Canadian Tobacco seized by the officers of the Inland Revenue Department, Montreal, during the years 1874, 1875, 1876, 1877 and 1878; by whom such seizure was made; the number of pounds seized in each case; the number of pounds on which duty was subsequently paid, and what became of the Tobacco seized.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 20th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(40)

To an ADDRESS of the HOUSE OF COMMONS, dated 6th March, 1879; for copy of the Petition of Messrs. Ross and others, of Quebec and Lévis, proprietors and builders of ships and steamboats, in relation to the registration in Canada of American vessels.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 11th March, 1879.

To His Excellency the Right Honorable the Marquis of Lorne, Governor General of the Dominion of Canada, Vice Admiral of the same, &c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY:

The petition of the undersigned ship-owners, ship-builders, steamboat owners and other citizens of Quebec and Lévis, humbly sheweth:

That the British Navigation Laws which admit American built vessels to British registry in Canada, has long been an intolerable injustice to your petitioners and all who are interested in the welfare and prosperity of the Dominion.

There are now a great number of steamers and other vessels of United States build which have been admitted to registry in Canada, which have not contributed one cent to the Revenue of the country, while Canadian-built vessels, more particularly steamers, have been obliged to pay duties on nearly every thing entering into their construction, as iron, brass, copper, boiler plate, rivets, tools, cutlery, crockery, lamps and a hundred other things required in their construction and equipment.

Your Petitioners would also further represent to Your Excellency that the admission of such vessels free of duty is a great discouragement and loss to our merchants, mechanics and population generally, and is, in fact, giving the foreigner a large premium to enable him to shut up our shipyards and machine shops; depriving our working population of their legitimate employment; begging their families or sending them out of the country to find a living denied them at home.

That several hundred of those American-built vessels now owned in Canada are, by the laws of the United States, forever excluded from returning thence or of being employed in any of their waters, and have now to a great extent, by recent improvements in machinery, become a dead loss to their owners and the country.

Wherefore your Petitioners would humbly pray that Your Excellency will adopt such measures as will effectually prevent all American vessels from being admitted to registry in Canada, or of being navigated on any of its waters, until such times as Canadian vessels are accorded the same privileges as have been hitherto extended to vessels built in the United States.

And, as in duty bound, we will ever pray.

(Signed)

ROSS & Co.

And 119 others.

RETURN

(41.)

To an ORDER of the HOUSE OF COMMONS, dated 28th February, 1879;—
For copies of all correspondence since May, 1877, relative to establishing a Salmon Hatchery on Fraser River, British Columbia.

By Command.

J. C. AIKINS,

Secretary of State

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 12th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(No. 42.)

To an ORDER of the HOUSE OF COMMONS, dated 27th February, 1879:—For a statement of moneys due by certain persons, residents of the County of Rimouski, since 1st August, 1878, for the carriage during the last General Elections, on the Intercolonial Railway, of supporters and agents of the candidate in favor of the Administration of the day, together with all correspondence on the subject, and all orders, receipts, and documents relating thereto.

By Command,

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 11th March, 1879.

DEPARTMENT OF PUBLIC WORKS,

OTTAWA, 11th March, 1879.

SIR,—I beg herewith to enclose the Return called for by Order of the House of Commons, dated 27th February, 1879, for statement of moneys due by certain persons in Rimouski for carriage on Intercolonial Railway, &c., &c.

I have the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,

Secretary.

EDOUARD J. LANGEVIN, Esq.,
Under Secretary of State, &c.,
Ottawa.

DEPARTMENT OF PUBLIC WORKS,

OTTAWA, January 7th, 1879.

SIR,—I am directed to request you will transmit to the Department a statement of the indebtedness of Dr. Fiset, M.P., to the Intercolonial Railway for tickets, &c.

I am, Sir,

Your obedient servant,

(Signed)

F. BRAUN,

Secretary.

C. J. BRYDGES, Esq.,

General Superintendent Government Railways,
Montreal.

RAILWAY DEPARTMENT,

MONTREAL, January 13th, 1879.

SIR,—In reply to your letter of the 7th instant, I now transmit copy of an account and order upon which the tickets were issued in connection with the election in the County of Rimouski in September last. I also enclose a letter which was addressed by Mr. Busby, under instructions from me, to the parties demanding payment for this amount, and stating that if it is not paid within a reasonable time the matter would be placed in the hands of the Minister of Justice for collection.

The facts are as follows:—During the elections we issued tickets at a single fare at all places at which application was made for them, and a considerable number of tickets were issued in this way.

It appears that Mr. Luttrell was at Rimouski in the early part of September, when he was waited upon by the following members of Dr. Fiset's Committee, viz. : Messrs. J. N. Pouliot, F. J. Rouleau, and A. P. Letendre, Rouleau being Dr. Fiset's authorised agent for his election.

An arrangement was then made that return tickets should be issued from all stations between St. Simon and St. Octave to Rimouski, upon production of a requisition similar to the one copy of which I have enclosed, and signed by J. N. Pouliot. This was for the nomination day on the 10th September, and it was arranged that after that date the account was to be sent to Mr. Pouliot for settlement. This was agreed to by the three members of the Committee I have named.

On the 12th September the account was made up as per enclosed copy and sent to Mr. Pouliot with a request for payment.

Since that date, both personally and by letter, attempts have been made to get the question settled. The last written communication being on the 21st December, as per copy enclosed. One to the same effect was also sent to Mr. Rouleau.

Within the last one or two days, Mr. Busby, who has been pressing this matter by my directions, saw Mr. Pouliot, who plainly told him that he never intended to pay the account; that it would disqualify him if he did so, and that it would be as illegal for him to pay it as it would be for the Government to attempt its collection.

Mr. Rouleau has also informed Mr. Busby that, as Dr. Fiset's agent, he could not recognize the account.

These are the facts in connection with the matter.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

C. J. BRYDGES,

General Superintendent of Government Railways.

F. BRAUN, Esq.,

Secretary, Department Public Works,
Ottawa.

Good for returned tickets to Rimouski and back on the tenth September, instant.

(Signed) J. N. POULIOT.

Rimouski, 7th September, 1878.

(Copy.)

INTERCOLONIAL RAILWAY,
ASSISTANT SUPERINTENDENT'S OFFICE,
RIMOUSKI, P.Q., 12th Sept., 1878.

J. N. POULIOT, Esq.,
To Intercolonial Railway, Dr.

For conveyance of supporters of Dr. Fiset to and from Rimouski on nomination day, 10th, 1878, as per agreement:—

34	Return Tickets, Bic to Rimouski, at 20 cents.....	\$6 80
160	do St. Fabien to Rimouski, at 38 cents...	60 80
191	do St. Simon do 58 do ...	110 78
100	do St. Luce do 20 do ...	20 00
208	do St. Flavie do 36 do ...	74 88
100	do Metis Rd. do 46 do ...	46 00
76	do St. Octave do 54 do ...	41 04
		\$360 30

INTERCOLONIAL RAILWAY,
ASSISTANT SUPERINTENDENT'S OFFICE.

DEAR SIR.—Herewith I enclose copy of the account previously sent you, for conveyance of supporters of Dr. Fiset to attend nomination at Rimouski on 10th Sept. last. I beg to inform you that I have been directed by Mr. Brydges, General Superintendent of Government Railways, to inform you that unless an immediate settlement of this account be made, he will have to place it in the hands of the Minister of Justice for collection.

I have sent a copy of this account to Y. J. Rouleau, Esq., Dr. Fiset's, authorized agent for his election, who, with yourself, became responsible for its payment.

Yours truly,

(Signed) A. BUSBY,

J. N. POULIOT, Esq.

DEPARTMENT OF PUBLIC WORKS,
February 14th, 1879.

SIR,—I am directed to refer to you for your opinion on report sent in by Mr Brydges setting forth facts, and giving copies of correspondence relative to the issue of tickets over the line of the Intercolonial Railway, in connection with the election in the County of Rimouski in September last.

I have the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy Minister of Justice.

OTTAWA, 19th February, 1879.

SIR,—In reply to your communication of the 14th instant asking for an opinion upon the report sent in by Mr. Brydges relating to the issue of tickets over the line of the Intercolonial Railway, in connection with the election in the County of Rimouski in September last, I have the honor to say, that upon the facts stated by Mr. Brydges, I am of opinion that Messrs. J. N. Pouliot, F. J. Rouleau and A. P. Letendre are liable to the Government for the price of the tickets issued pursuant to the arrangements come to by those gentlemen with Mr. Luttrell, and that an action may be instituted against them for the recovery of the amount.

Whether or not, Dr. Fiset is liable would depend upon whether the gentlemen named were authorized by him to make the arrangements referred to, and whether in making such arrangements they acted as his agents.

The facts relating to this do not appear.

I return the papers. If you desire proceedings taken for the recovery of the amount against the three gentlemen whose names are given, please instruct me and send back the papers.

I am, Sir,
Your obedient servant,

Z. A. LASH,
Deputy Minister of Justice.

F. BRAUN, Esq.,
Secretary, Public Works Department.

RETURN

(42a)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1879 :—For a return shewing the monthly receipts from that portion of the Intercolonial Railway between Rivière du Loup and Halifax, for the two years ending 31st December, 1878, and actual working expenses of that portion of the line for the same period.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 21st March, 1879.

RETURN

(42b)

To an ORDER of the HOUSE OF COMMONS, dated 27th February, 1879 :—For copies of all papers and vouchers in connection with the purchase of Deal ends and other refuse lumber, in the County of Northumberland, N.B., from 1st January, 1873, to 1st January, 1879, for the use of the Intercolonial Railway; shewing from whom purchased, price paid, to whom paid and for what purpose used, where delivered and used, and when used.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 8th April, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(42C.)

On an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1879:—For a statement shewing the names of the parties who tendered for the last contract for sleepers on the Intercolonial Railway; whether such tenders were for the whole contract or only for a portion; the price or prices named by each party tendering; the names of those who were awarded a contract or contracts, and the price for fulfilment thereof.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 19th April, 1879.

RETURN

(42D)

To an ADDRESS of the HOUSE OF COMMONS, dated 31st March, 1879:—For all papers, correspondence and Orders in Council in reference to the sale of certain buildings and outbuildings on the bank of the Metapedia River, on the Intercolonial Railway line, built for the purposes of the Railway, occupied as dwellings by officers of the road, and disposed of by private sale; also, the cost of such dwellings and land attached thereto; the amount sold for, and estimated cost of new dwellings to replace the same.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 25th April, 1879.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]*

RETURN

(42E)

To an ORDER of the HOUSE OF COMMONS, dated 24th March, 1879;—For a statement shewing: 1. The names and number of persons who tendered, in the County of Rimouski, for the furnishing of 1,000 cords and over of wood for the Intercolonial Railway, during last General Election. 2. The amount of each tender. 3. The date of each tender. 4. The date fixed for opening the tenders. 5. The names of the contractors. 6. The prices at which the contracts were awarded. 7. Whether the contractors themselves or through other persons furnished wood before the opening of the tenders, and what quantity, where, to whom and by whom. 8. All correspondence and documents relating to the subject.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 29th April, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(42F)

To an ORDER of the HOUSE OF COMMONS, dated 28th February, 1879 ;-- For a statement shewing : 1. The number of men employed on the Intercolonial Railway, in the County of Rimouski, on the 1st of August last. 2. The number of men employed on the Intercolonial Railway, in the County of Rimouski, from the 1st August to the 25th September last. 3. The kind of work at which such men were employed. 4. The amount paid to each of them as wages.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 29th April, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(42G)

To an ORDER of the HOUSE OF COMMONS, dated 2nd April, 1879;—For copies of all papers and correspondence in respect to the dismissal or resignation of Mr. E. O. Stark, Station Master at Spring Hill Station, on the Intercolonial Railway.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 5th May, 1879.

RETURN

(42H)

To an ORDER of the HOUSE OF COMMONS, dated 6th March, 1879;—For a statement shewing the names, occupation and salaries of all persons employed in the service of the Intercolonial Railway, except day laborers, on the 13th December, 1878.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 5th May, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN TO ADDRESS.

PAPERS RELATING TO THE CLAIMS OF

MURRAY & CO.,

CONTRACTORS,

INTERCOLONIAL RAILWAY,

AND THE DECISION OF MR. SAMUEL KEEFER, THE SOLE
ARBITRATOR THEREON.

Printed by Order of Parliament.



OTTAWA :

PRINTED BY MACLEAN ROGER & CO., WELLINGTON STREET.
1879.

RETURN

(42i)

To an ADDRESS of the HOUSE OF COMMONS dated 2nd April, 1879;—For copies of all papers relating to the disputed claims of Messrs. Murray & Co., contractors on the Intercolonial Railway, embracing a statement of such claims; the estimates of material removed or placed and work performed, as made by the Government Engineer, and shewing the amount of contract and the payments thereon; also copies of all papers and Orders in Council relating to or authorizing the submission of such claims to arbitration, and the decision of Mr. Samuel Keefer, the sole arbitrator thereon.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 6th May, 1879.

IN THE EXCHEQUER COURT OF CANADA.

TO THE QUEEN'S MOST EXCELLENT MAJESTY.

COUNTY OF CARLETON, }
To Wit: }

The humble petition of John R. Murray, of the City of Halifax, in the Province of Nova Scotia, Merchant (surviving partner of the firm of Thomas Baggs and Company, of the same place, Merchants), by his Attorney, George J. O'Doherty, of the City of Ottawa, in the County of Carleton, in the Province of Ontario, Esquire,

Sheweth that, on or about the fifteenth day of June, in the year of our Lord one thousand eight hundred and seventy, and by an indenture of that date, one Samuel Parker Tuck, of the City of St. John, in the Province of New Brunswick, Civil Engineer, entered into a contract with Her Majesty Queen Victoria, represented

therein by Aquila Walsh, Esq., M.P., the Honorable Edward Barron Chandler, Charles John Brydges, Esquire, and the Honorable Archibald Woodbury McLelan, Commissioners appointed under and by virtue of an Act of the Parliament of Canada, passed in the Session held in the thirty-first year of Her Majesty's reign, intituled, "An Act respecting the construction of the Intercolonial Railway,"—therein designated the Commissioners—which said contract, together with the schedule therein referred to and thereto attached, is in the words and figures, or to the effect following, that is to say :

This Indenture, made this fifteenth day of June, in the year of our Lord one thousand eight hundred and seventy, between Samuel Parker Tuck, of the City of St. John, in the Province of New Brunswick, in the Dominion of Canada, Civil Engineer, (hereinafter designated as the contractor), of the first part, and Her Majesty Queen Victoria, represented herein by Aquila Walsh, Esq., M.P., the Honorable Edward Barron Chandler, Charles John Brydges, Esquire, and the Honorable Archibald Woodbury McLelan, Commissioners appointed under and by virtue of an Act of the Parliament of Canada, passed in the Session held in the thirty-first year of Her Majesty's reign, intituled, "An Act respecting the construction of the Intercolonial Railway,"—hereinafter designated as the Commissioners—of the second part.

Whereas, it was and is in and by the said cited Act, amongst other things, enacted and provided that there shall be a railway constructed, connecting the Port of Rivière du Loup, in the Province of Quebec, with the line of railway leading from the City of Halifax, in the Province of Nova Scotia, at or near the Town of Truro, and that such railway shall be styled and known as "The Intercolonial Railway." That such railway shall be public work, belonging to the Dominion of Canada; and shall be made with a gauge of five feet six inches, and on such grades and in such places, in such manner, with such materials, and on such specifications as the Governor in Council shall determine and appoint, as best adapted to the general interests of the Dominion. And further, that the construction of the said railway and its management, until completed, shall be under the charge of four Commissioners with the powers and duties provided by the said Act. And whereas, the said Aquila Walsh, Edward Barron Chandler, Charles John Brydges, and Archibald Woodbury McLelan, have been duly appointed such Commissioners, and in the discharge of the duties imposed on them by the said Act, have duly advertised for tenders for the construction of certain portions of the said railway, including the portion hereinafter described, and designated as "Section No. 19," and the tender of the contractors for the construction of such Section No. 19, in the manner hereinafter set forth, has been accepted, and the contractors have, in consequence, agreed (by and with the sanction of the Governor in Council, as provided by the said Act) with the Commissioners to construct and complete the said Section No. 19 of the said railway, and to supply all proper and requisite materials therefor, upon the terms and subject to the conditions, stipulations and agreements hereinafter contained.

Now this Indenture witnesseth, that, in consideration of the sum of three hundred and ninety-five thousand seven hundred and thirty-three dollars (\$395,733) of lawful money of Canada, to be paid to the contractor, his heirs, executors, administrators and assigns, by Her Majesty, her heirs or successors, in manner hereinafter mentioned, the contractor doth hereby, himself, and for his heirs, executors and administrators, covenant, promise and agree to and with Her Majesty, her heirs and successors, in manner following, that is to say :

1. He, the contractor, shall and will, well and truly and faithfully, make, build, construct and complete that portion of the railway known as Section No. 19, and more particular described as follows, to wit:—Commencing at the easterly end of Section No. 18 (section numbered eighteen) of the said Railway, and extending thence down the Metapedia Valley to its mouth, and thence across the River Restigouche to Station No. 370 (station numbered three hundred and seventy), on the said railway, the same being at the westerly end of Section No. 3 (section numbered three), of the said railway (the easterly end of the said Section No. 18 being in the Province of Quebec, and the westerly end of Section No. 3 being in the Province of

New Brunswick), including the bridge over the said River Restigouche, the said Section No. 19 being nine miles and one-third of a mile, more or less, in length, and all the bridges, culverts and other works appurtenant thereto, to the entire satisfaction of the Commissioners, and according to the plans and specifications thereof, signed by the Commissioners and the contractor, the plans whereof so signed are deposited in the office of the Commissioners in the City of Ottawa, and the specification whereof so signed is hereto annexed, and marked "Schedule A," which specification is to be considered and read as part hereof, and as if embodied and forming part of this contract. But nothing herein contained shall be construed to require the contractor to provide the right of way for the construction of the railway.

2. The contractor shall be bound to provide all proper tools, plant and materials for the execution of the works, and shall be responsible for the sufficiency of the same; he shall take upon himself the entire responsibility of the centering, scaffolding, and all other means used for the fulfillment of the contract, whether such means may or may not be approved or recommended by the Engineer, and the contractor shall alone suffer loss, and shall indemnify and hold harmless Her Majesty and the Commissioners from loss arising from, and shall run all risk of accidents or damages, from whatever cause they may arise, until the completion of the contract. The contractor shall also be responsible for all damages claimable by the owners or occupants of lands, arising from loss of crops or cattle, or injury thereto, respectively, sustained by any cause or thing connected with the construction of the work, or through any of his agents or workmen, and he shall be responsible for all damage which may be done to property or persons through the blasting of rocks, or other operations carried on by them; and he shall assume all risks and contingencies that may arise during the progress of the works, and shall make good all defects and failures, whether from negligence on the part of themselves or their agents or workmen, or from bad workmanship or the use of improper materials; and they shall hold harmless, and indemnify Her Majesty from all claims, losses or damages in respect thereof. The contractor shall, subject to the approval of the Engineer as to the same, make all necessary temporary provision during the progress of the works for the owners or occupants of lands crossing the line of railway, and shall provide the necessary accommodation for the passage of the public at the intersection of roads or highways, and shall also make such provision, until fences be erected, as may be necessary to prevent the straying of cattle upon the line of railway. In the event of any bad materials being delivered or worked up, or any bad work being executed at any time, the same shall be immediately removed, on notice being given by the Engineer, and the work shall be re-constructed at the expense of the contractor, in strict conformity with this contract and the said specification, and to the entire satisfaction of the Engineer. The contractor shall employ as many competent agents and foremen on the whole works as may be considered requisite by the Engineer, and the said agents and foremen shall be regularly and constantly present on the works, for the purpose of effectually overseeing the same and receiving instructions from the Engineer. The contractor shall respect and preserve in their true and original position all bench marks, hubs, all centre, slope, reference and other stakes and marks, placed or made by the Engineer, on or near the line of work, and shall adopt every means in their power to prevent the same being burned in the clearing, or altered, removed, or destroyed at any time; and, whenever required by the Engineer, they shall furnish the necessary assistance to correct or replace any stakes or marks which, through any cause, may have been removed or destroyed. The contractor shall not encourage, but shall take all lawful means in his power to prevent, the sale of spirituous liquors on or in the vicinity of the line of railway. The contractor shall perform and execute all the works required to be performed by the contract and the said specification, in a good, faithful, substantial and workmanlike manner, and in strict accordance with the plans and specifications thereof, and with such instructions as may be from time to time given by the Engineer and shall be under the direction and constant supervision of such District, Division and Assistant Engineers and Inspectors as may be appointed. Should any work, material, or thing of any description whatever, be

omitted from the said specification or the contract, which, in the opinion of the Engineer, is necessary or expedient to be executed or furnished, the contractor shall, notwithstanding such omission, upon receiving written directions to that effect from the Engineer, perform and furnish the same. All the works are to be executed and materials supplied to the entire satisfaction of the Commissioners and Engineer, and the Commissioners shall be the sole judges of the work and material, and their decision on all questions in dispute, with regard to the works or materials, or as to the meaning or interpretation of the specification or the plans, or upon points not provided for, or not sufficiently explained in the plans or specifications, is to be final and binding on all parties.

3. The contractor shall commence the works embraced in this contract within thirty days from and after the date hereof, and shall diligently and continuously prosecute and continue the same; and the same, respectively, and every part thereof shall be fully and entirely completed in every particular, and given up, under final certificate, and to the satisfaction of the Commissioners and Engineer, on or before the first day of July, in the year of Our Lord one thousand eight hundred and seventy-two (time being declared to be material and of the essence of this contract), and in default of such completion as aforesaid, on or before the last mentioned day, the contractor shall forfeit all right, claim or demand to the sum of money or percentage hereinafter agreed to be retained by the Commissioners, and any and every part thereof, as also any moneys whatsoever which may be, at the time of the failure of the completion as aforesaid, due or owing to the contractor, and the contractor shall also pay to Her Majesty, as liquidated damages, and not by way of fine or penalty, the sum of two thousand dollars (\$2,000), for each and every week, and the proportionate fractional part of such sum for each and every part of a week during which the works embraced within this contract, or any portion thereof, shall remain incomplete, or for which the certificate of the Engineer, approved by the Commissioners, shall be withheld, and the Commissioners may deduct and retain in their hands such sums as may become due as liquidated damages, from any sum of money then due or payable, or to become due or payable thereafter to the contractor.

4. The Engineer shall be at liberty, at any time before the commencement or during the construction of any portion of the work, to make any changes or alterations which he may deem expedient in the grades, the lines of location of the railway, the width of cuttings or fillings, the dimensions or character of structures, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done or the expense of doing the same, and the contractor shall not be entitled to any allowance by reason of such changes, unless such changes consist in alterations in the grades or the line of location, in which case the contractor shall be subject to such deductions for any diminution of work, or entitled to such allowance for increased work (as the case may be), as the Commissioners may deem reasonable, their decision being final in the matter. The Engineer shall have full power to dismiss any foreman, workman, or other person employed, whom he may deem unfit for the duties assigned to him, or who may, in the opinion of the Engineer, be guilty of slighting the work, or of wilful disobedience of orders, or improper, intemperate or disorderly conduct, and the contractor shall forthwith supply the places of all such men so dismissed, and shall not employ them again on the works.

5. The contractor shall, by himself, his agents and workmen, faithfully carry out the works until completion, and shall not sell, assign or transfer this contract to any persons whomsoever without the consent of the Commissioners first had and obtained.

6. The Commissioners shall have the right to suspend operations at any particular point or points, or upon the whole of the works, and in the event of such right being exercised so as to cause any delay to the contractor, then an extension of time, equal to such delay or detention, shall be allowed him to complete the contract, but any such delay shall not vitiate or avoid this contract, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond or security for the performance of this contract, nor shall the same entitle the contractor to any claim for

damages, unless the Commissioners shall otherwise determine, and then only for such sum as they may think fit and equitable. If at any time during the progress of the works it should appear that the force employed, or the rate of progress then being made, or the general character of the work being performed, or the material supplied or furnished, are not such as to ensure the completion of the said works within the time stipulated, or in accordance with this contract, the Commissioners shall be at liberty to take any part of or the whole works out of the hands of the contractor, and employ such means as they may see fit to complete the works, at the expense of the contractor, and he shall be liable for all extra expenditure incurred thereby; or the Commissioners shall have power, at their discretion, to annul this contract. Whenever it may become necessary to take any portion or the whole work out of the hands of the contractor, or to annul this contract, the Commissioners shall give the contractor seven clear days' notice in writing of their intention to do so, such notice being signed by the Chairman of the Board of Commissioners, or by any other person authorized by the Commissioners, and the contractor shall thereupon give up quiet and peaceable possession of all works and materials as they then exist, and without any other further notice, or process or suit at law, or other legal proceedings of any kind whatsoever, or without its being necessary to place the contractor *en demeure*. The Commissioners, in the event of their annulling the contract, may forthwith, or at their discretion, proceed to re-let the same, or any part thereof, or employ additional workmen, tools and materials, as the case may be, and complete the works at the expense of the contractor, who shall be liable for all extra expenditure which may be incurred thereby; and the contractor and his assigns or creditors shall forfeit all right to the percentage retained, and to all money which may be due on the works; and he shall not molest or hinder the men, agents or officers of the Commissioners from entering upon and completing the said works, as the Commissioners may deem expedient. If at any time it shall appear to the Commissioners that the security of the work is endangered, or the peace of the neighborhood is likely to be disturbed, or any other difficulty likely to arise by reason of the men being left unpaid, the Commissioners may pay any arrears of wages, so far as they can ascertain the same to be due, on the best information they can obtain, and charge the same as a payment on account of this contract.

7. Any notice or other paper connected with this contract may be served on the contractor by being left at his or their usual domicile, or by being directed to them, or either of them, through the post office, at their or his last known place of business, and any notice or other paper so left or directed, shall to all intents and purposes be considered legally served.

8. It shall be in the power of the Commissioners to make payments or advances on materials, tools, or plant of any description, procured for the works, or used or intended to be used about the same, in such cases and upon such terms and conditions as to the Commissioners may seem proper, and whenever any advance or payment shall be made to the contractors as aforesaid, the materials, tools or plant upon which such advance or payment shall be made, shall thenceforth be vested in and held as collateral security by Her Majesty for the due fulfilment by the contractor of the present contract, it being, however, well understood that all such materials, tools or plant shall remain and be at the risk of the contractor, who shall be responsible for the same until finally used, and accepted or given up by the Commissioners; but the contractor shall not exercise any act or ownership or control whatever over any materials, tools or plant upon which any advance or payment has been so made, without the permission, in writing, of the Commissioners, and the Commissioners may retain and deduct any such payment from the amount payable to the contractor upon the next or any succeeding certificate thereafter.

9. It is distinctly understood, intended and agreed that the said price or consideration of three hundred and ninety-five thousand seven hundred and thirty-three dollars (\$395,733), shall be the price of and held to be full compensation for all the works embraced in or contemplated by this contract, or which may be required in virtue of any of its provisions or by-law; and that the contractor shall not, upon

any pretext whatever, be entitled, by reason of any change, alteration or addition made in or to such works, or in the said plans and specification, or by reason of the exercise of any of the powers vested in the Governor in Council by the said Act, intituled "An Act respecting the construction of the Intercolonial Railway," or in the Commissioners or Engineer by this contract, or by-law, to claim or demand any further or additional sum for extra work, or as damages or otherwise, the contractors hereby expressly waiving and abandoning all and any such claim or pretension to all intents and purposes whatsoever, except as provided in the fourth section of this contract.

10. In this contract and in the said specification, the words "Her Majesty" shall mean Her Majesty Queen Victoria, her heirs and successors; the words "The Commissioners" shall mean the Commissioners for the time being, appointed under the heron first cited Act, intituled "An Act respecting the construction of the Intercolonial Railway;" the words "The Contractor" shall mean the hereinbefore mentioned Samuel Parker Tuck, and the heirs, executors and administrators of them, and each and every of them, jointly and severally; the words "The Work," or "The Works," shall, unless the context requires a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed by the contractor under this contract; the words "The Engineer" shall mean the Chief Engineer for the time being, appointed under the said Act, intituled "An Act respecting the construction of the Intercolonial Railway," and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions given by those acting for the Chief Engineer will be subject to his approval. The word "Railway" shall mean the said Intercolonial Railway. The construction of the words given in this clause shall not control any more extended signification or construction which may be given to any such words in this contract or this specification.

11. And it is further mutually agreed upon by the parties hereto, that cash payments equal to eighty-five per cent. of the value of the work done approximately, made up from returns of progress measurements, will be made monthly, on the certificate of the Engineer that the work for or on account of which the sum certified has been duly executed, and upon approval of such certificate by the Commissioners. On the completion of the whole work to the satisfaction of the Engineer, a certificate to that effect will be given, but the final and closing certificate, including the fifteen per cent. retained, will not be granted for a period of two months thereafter. The progress certificates shall not in any respect be taken as an acceptance of the work or release of the contractor from his responsibility in respect thereof, but he shall, at the conclusion of the work, deliver over the same in good order, according to the true intent and meaning of this contract and the said specification.

12. This contract and the said specification shall be in all respects subject to the provisions of the hereinfirst cited Act, intituled, "An Act respecting the Construction of the Intercolonial Railway," and also in so far as they may be applicable to the provisions of the "Railway Act, 1868." Provided always, that if the Commissioners shall at any time hereafter think fit to substitute the erection of iron bridges for the bridges or wooden superstructures specified in the general specification forming Schedule "A" of this contract, then and in every such case the Commissioners shall be at liberty to make such substitution at any time before the contractors shall have commenced the actual laying of the foundation of masonry for receiving the superstructure, and in every such case the Commissioners, upon giving notice to the contractor of the intended substitution, may proceed to the procuring of the necessary materials for and to the erection of and completion of the superstructure of such iron bridges, at the cost respectively of Her Majesty, and the contractor shall then be relieved from the necessity of erecting at such place or places the bridge or wooden superstructure, as specified in the general specification forming Schedule "A" of this contract, but in every such case the value of the wooden superstructures, and the reduction in quantity and value of masonry (if any), consequent on such substitution, shall be deducted, at the prices named for such description of work

in the schedule hereunto annexed, from the full amount herein mentioned as payable and to be paid for the performance of the work under this contract.

In witness whereof, the contractor has hereunto set his hand and affixed his seal, and the Commissioners, acting herein on behalf of Her Majesty, have hereunto respectively set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered by the }
 hereinbefore named Samuel Parker } (Sd.) S. PARKER TUCK.
 Tuck, in the presence of }
 (Sd.) JOHN A. McDONNELL. }

Signed, sealed and delivered by the } (Sd.) A. WALSH,
 four Commissioners hereinbefore } ED. B. CHANDLER,
 named, in the presence of } " C. J. BRYDGES,
 " A. W. McLELAN,
 Commissioners.

SCHEDULE "A."

INTERCOLONIAL RAILWAY.

General Specification for the Construction of the Work.

1. This specification refers to all works of construction and materials required in making and building the railway up to the formation level, and preparing it for the permanent way. It comprises clearing, close cutting, grubbing, fencing, excavation, draining, ditching, foundation works, bridge and culvert masonry, the superstructure of the bridges, together with all other works connected with the construction and completion of the line of railway: the intention being that the contractor shall complete the road-bed of the railway, and provide all materials of every kind except the ties or sleepers, iron rails and their fastenings, the ballasting and the laying of the track.

CLEARING.

2. Where the railway passes through wooded sections, the land must be cleared to the width of fifty feet on each side of the centre line, of such greater or lesser width as the engineer may direct.

3. The clearing is to be done so that all the brush, logs and other loose material within its limits will be burned. A sufficient quantity of fencing stuff only may be reserved, cut into equal lengths and piled. In no case shall any of the brush or logs be cast back upon the adjacent lands,—they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods must be dragged out and burned. The land when cleared must be left in a clean condition.

4. Where embankments are to be formed less than four feet and more than two feet in height, all standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

5. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible, burnt. Those that will not burn must be carried beyond the limits of the cuttings and embankments, where directed, and there piled. Directions will be given at the proper time as to the extent of ground required to be cleared, close cut, and grubbed.

FENCING.

6. The fencing through cleared and settled sections of the country will be straight panel fence. Each panel will be ten feet long and four feet six inches high.

It will be formed by placing posts in pairs, and kept about four inches apart by the insertion of a horizontal rail at top. The top rail will lap between the posts not less than fourteen inches, and will be secured in its position by a half-inch screw-bolt passing through both posts. The top rail may either be a spruce board, 2 x 6, or a cedar pole of corresponding strength, and reduced at the ends to two inches, so as to form a proper lap between the posts. The posts will be sunk in the ground half their length; they will be of cedar, nine feet long, and not less than five inches diameter at the smallest end; they will be flattened at the top, to allow the proper lapping of the top rail and the insertion of the iron bolts, to secure the whole finally. The bolt will be 11 inches long, half-inch diameter, with suitable head screw, nut and washer. At the option of the contractor the posts may be made from a single cedar stick, not less than six inches diameter at the small end, sawn through the middle, with the sawn faces placed on the lap of the top rail.

7. Each panel will be filled in from the ground to the under side of the top rail with good, strong, common split fence rails or fence poles, of the most suitable description of timber found in or near the locality. Each rail will rest on the top of its fellow in each alternate panel. All holes or depressions under the lower rail that would admit small animals must be stopped up with earth, stones, or blocks of wood.

8. The farm gates will be light and strong, of an approved design, similar to those on the Grand Trunk Railway east of Quebec, on the Nova Scotia Railway east of Truro: they will be furnished complete, with proper fastenings; they will receive two coats of white paint, or one coat of coal tar.

9. The fencing to be thoroughly complete through all the cleared lands, and wherever else it may be required by the Engineer.

GRADING.

10. In woodland the grading will not be commenced until the clearing, close cutting and grubbing required to completion to the satisfaction of the Engineer be done, and the contractor will be held responsible for all damage to crops.

11. The width of embankments to sub-grade or formation level is intended to be eighteen feet. The width through cuttings will, as a general thing, be twenty-two feet, and of side cuttings, twenty feet, but they may vary, according to the section of the country and other circumstances, as the Engineer may direct. The slopes of earthworks will be made one and a half horizontal to one perpendicular. The rock cuttings slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of six feet shall be left on the surface of the rock. The widths, slopes, and other dimensions above defined may be varied by the Engineer at any time to suit circumstances.

12. The materials to be placed in the embankments must be approved by the Engineer, and in places where the natural surface of the ground, upon which the embankment is to rest, is covered with vegetable matter which cannot be burned off in clearing, and which would, in the opinion of the Engineer, impair the work, the same must be removed to his entire satisfaction. All sloping ground covered with pasture shall be deeply ploughed over the base of the embankments before the latter are commenced.

13. All side-hill ground to be covered by embankments shall first be thoroughly underdrained, as the Engineer may see expedient; and all cuttings after being formed, and all slopes likely to be affected by wet, must be similarly underdrained, longitudinally or transversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made. A trench will first be dug to a depth of four feet on an average, and barely wide enough for a man to stand. In the bottom of this trench, three or four cedar or spruce poles, from two to three inches diameter, will first be laid by hand, breaking joint; over the poles will then be placed two feet of coarse gravel or broken stone, not larger than ordinary road metal, over which will be placed a coating of brush, and then the trench will be filled up to the surface of the

ground with such material convenient to the place as the Engineer may approve of. The contractor must find all the material required in these drains, do all the work described, and remove the surplus earth. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water, and therefore they may in level cuttings be deeper at one end than at the other, but the average depth will in all cases be considered four feet.

14. On the completion of the cuttings and the underdrains provided for in the last clause, ditches for the removal of surface water shall be formed along each side, at the bottom of the slopes, according to directions to be given. Catch-water ditches shall also be formed some distance back from the top of the slopes, to exclude from the excavation any water flowing from the adjoining lands. The contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the railway and works.

15. All open ditches in cuttings and elsewhere, and all excavations required for turning, making or changing water courses, other than the under drains above mentioned, the formation of public roads, grading depot grounds, branches or turn-outs, and foundation pits for masonry, and the material deposited as the Engineer may direct, must be executed as may from time to time be directed.

16. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left at the completion of the contract at such heights, levels, widths and forms as directed by the Engineer.

17. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded, and left from six to eight inches lower at the sides than in the centre line. In rock cuttings it will be sufficient to form a water channel, about two feet wide and eight inches deep, along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water channels, road crossings, borrowing pits, or elsewhere, must be deposited in such places as the Engineer may direct. In cases where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, or from the sides of the road, or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express directions. All borrowing pits shall be required by the Engineer to be dressed to a good shape, and properly drained. Where material to make up embankments is taken from the side, a berm of at least ten feet from bottom of slope of embankment shall remain untouched.

18. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the Engineer may direct that the embankments be increased in width with the surplus material, and when this is done to his satisfaction, the remainder (if any) may be wasted; but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

19. In cases where pitching or riprapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations, may, with the approval of the Engineer, be preserved and used in masonry.

20. Riprap work, wherever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed.

21. Roads constructed to and from any point on the line of railway for the convenience of the contractor, for the conveyance of material, or otherwise, must be at his own risk, cost and charges, but the contractor will not be required to purchase land for the railway track, for branches, or for borrowing pits.

22. Wherever the line is intersected by public or private roads, the contractor must keep open, at his own cost, convenient passing places, and he shall be held responsible for keeping all crossings during the progress of the works in such condi-

tion as will enable the public to use them with perfect safety, and such as will give rise to no just ground of complaint. Contractors will be held liable for any damage resulting from negligence on their part or that of their men. At all public roads, crossed on the level, the contractor will be required to put in two substantial cattle-guards of wood, of such dimensions as may be directed by the Engineer, and also provide the notice boards required by law.

23. Whenever any material is met with in the excavations which the Engineer shall consider suitable and required for ballast, the same shall, at his direction, be reserved for that purpose.

24. When slips occur in cuttings after they are properly formed, the material must be immediately removed by the contractor, the slopes re-formed, and such precautions adopted as the Engineer may deem necessary, the whole being done at the expense of the contractor.

25. In forming embankments, great care must be taken to place against the backs of all walls exposed to the action of frost three feet in thickness, or any greater thickness that the Engineer may direct, or rip-rap backing, consisting of small stones, blinded with spalls or coarse gravel, to prevent the retention of moisture and the action of frost thereon. And in forming embankments between wing-walls, against abutments of bridges, viaducts or culverts, and over arches, the earth-filling must be carefully packed and pruned in thin layers, and a proper quantity of material must be carefully placed equally against each side of and over all bridges, culverts, or other work, before the embankment approaches it, and in forming embankments, the greatest care must be observed, and every precaution must be taken to load the masonry and structures evenly.

26. In the event of earth excavation being proceeded with in winter, no snow or ice must be placed in embankments, or allowed to be covered up in them, and all frozen earth must be excluded from the heart of the embankments.

27. The contractor shall, at his own cost, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing-pits when required, dress slopes to the required angles, repair all damages by frost or other causes, complete everything connected with the grading of the road-bed, bridges, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

FOUNDATIONS.

28. Foundation pits must be sunk to such depth as the Engineer may deem proper for safety and permanency of the structure to be erected. They will in all cases be sunk to such depths as will prevent the masonry being acted on by the frost. The material excavated therefrom will be deposited in embankments, unless the Engineer direct otherwise. Wherever timber or other artificial foundations may be found expedient, the pits will be made of sufficient dimensions to admit them without difficulty.

29. No masonry shall be commenced in any foundation pits before they have been inspected and approved by the Engineer, and they must be kept free from water during the progress of the work, until the masonry is brought above the level of the surface.

30. Foundation timbers, when required, will be of such dimensions and of such kinds as the Engineer may direct. The timber employed will be tamarac, hachmatac, hemlock, black spruce, or pine in plank, from 3 to 6 inches thick, or timbers flatted on two sides only, and ranging from 6 inches to 12 inches thick. The faces of the flatted timber will at least measure as much as its thickness, and the bark will be removed from the sides not flatted.

31. All spikes, bolts, straps, or other iron-work found necessary to be used in timber foundations must be of the best quality of iron usually employed for similar purposes.

32. Whenever the Engineer may direct piling to be done, the timber shall be in every respect sound, and of such description as he may approve. Where he may think it necessary, trial piles shall first be driven.

33. The piles shall be carefully and truly pointed, shod and hooped with iron, as may be directed. They shall be driven to any depth the Engineer may deem expedient, and the weight of ram as well as the fall shall be such as he may consider necessary.

The greatest care must be taken to drive the piles plumb or battered in such positions and distances apart as he may direct. Any pile that may be damaged, or too short, or out of proper line when driven, shall be taken up and replaced by another. The heads of piles must not be injured in driving.

34. Wherever concrete is employed, it will be composed of hydraulic lime, clean, sharp sand, and good gravel of approved quality and proportions. The proportion of sand and lime will be about the same as in mortar, and in making the concrete a sufficient quantity will be used with the gravel to fill up every interstice, and render the masonry, when set, perfectly solid and compact.

MASONRY.

35. All the masonry must be of a substantial and permanent character, made of durable and suitable materials, and in every respect equal to the best description of masonry in railway works.

36. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined and approved by the Engineer, nor until the contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

37. Hydraulic lime mortar will be used, unless otherwise directed, in building all masonry from the foundation up to a line two feet above the ordinary level of the stream. It will be used also in turning arches, in laying girder beds, coping covering of walls generally, in lipping and in pointing. The hydraulic lime or cement must be fresh ground, of the best brand, and it must be delivered on the ground and kept till used in good order. Before being used, satisfactory proof must be afforded the Engineer of its hydraulic properties, as no inferior cement will be allowed.

38. Lime mortar must be made of the best common lime, and will be employed in all masonry (except dry) where cement is not directed to be used.

39. Both cement and lime must be thoroughly incorporated with approved proportions of clean, large-grained, sharp sand. The general proportions may be one part of lime to two parts of sand; but this may be varied according to the quality of the lime or cement. Mortar will only be made as required, and it must be prepared and used under the immediate direction, and to the satisfaction of an Inspector, by the contractors' men, failing which the Inspector may employ other men to prepare the mortar, and any expense incurred thereby shall be borne by the contractor. Grout shall be formed by adding a sufficient quantity of water to well-tempered and well-proportioned mortar.

40. The stone used in all masonry on the line of railway must be of a durable character, large, well proportioned, and well adapted for the construction of substantial and permanent structures. Parties tendering must satisfy themselves as to where fitting material for the masonry can be most conveniently procured.

41. The masonry will be classified as follows:

First-class masonry	in cement.
“	“ in common lime.
Second-class	“ in cement.
“	“ in common lime.
“	“ dry.

42. First-class masonry shall be in regular courses, of large and well-shaped stone, laid in mortar, on their natural beds. The beds and vertical joints will be

hammer dressed, so as to form quarter-inch joints. The vertical joints will be dressed back square nine inches, the beds will be dressed perfectly parallel throughout. The work will be left with the "quarry face," except the outside arrises, strings and coping, which will be chisel dressed.

43. The courses of first-class masonry will not be less than twelve inches, and they will be arranged in preparing the plans to suit the nature of the quarry—courses may range up to 24 inches, and the thinnest courses invariably be placed towards the top of the work.

44. Headers will be built in every course, not further apart than six feet; they will have a length in line of wall of not less than twenty-four inches, and they must run back at least two-and-a-half times their height, unless when the wall will not allow this proportion, in which case they will pass through from back to back. Stretchers will have a minimum length in line of wall of thirty inches, and their breadth of bed will at least be one-and-a-half times their length. The vertical joints in each course must be arranged so as to overlap those in the course below, ten inches at least.

45. The quoins of abutments, piers, &c., shall be of the best and largest stones, and have chisel drafts properly tooled on the upright arris from $\frac{1}{2}$ to 6 inches wide, according to the size and character of the structure.

46. Coping stones, string courses, and cut waters, shall be neatly dressed in accordance with plans and directions to be furnished during the progress of the work.

47. The bed stones for girders shall be the best description of sound stone, free from dries or flaws of any kind. They must be not less than 12 inches in depth for the smaller bridges, and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight. These stones shall be solidly and carefully placed in position, so that the bridge will sit fair on the middle of each stone.

48. The backing will consist of flat bedded stone, well shaped, having an area of bed equal to four superficial feet or more. Except in high piers or abutments two thicknesses of backing stone must be allowed, but not more, in each course; and their joints must not exceed that of the face work. In special cases, where deemed necessary by the Engineer to insure stability, the backing shall be in the one thickness. The beds must, if necessary, be scabbed off so as to give a solid bearing. No pinning will be admitted. Between the backing and face stones there must be a good square joint not exceeding one inch in width, and the face stones must be scabbed off to allow this. In walls over three feet in thickness, headers will be built in front and back alternately, and great care must be taken in the arrangement of the joints so as to give perfect bond.

49. Every stone must be set in a full bed of mortar, and beaten solid. The vertical joints must be flushed up solid, and every course must be perfectly level, and thoroughly grouted.

50. Second-class masonry shall be built of good, sound, large, flat-headed stones, laid in horizontal beds. It may be known as random work, or broken coursed rubble. The stones employed in this class of masonry will be generally not less in area of bed than three superficial feet, nor less in thickness than eight inches; and they must be hammer-dressed so as to give good beds with half-inch joints. In smaller structures, and in cases where stones of good size and thickness cannot be had, they may, if in other respects suitable, be admitted as thin as five inches. All stones must be laid on their natural beds.

51. Headers will be built in the wall from front to back alternately, at least one in every five feet in line of wall, and frequently in the rise of wall. In the smallest structures headers shall not be less than 24 inches in length, and the minimum bed allowed for stretchers shall be twelve inches. In the larger structures all stones must be heavier in proper proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, workmanlike finish.

52. Wing walls will generally be finished with steps formed of sound, durable stone, and not less than from ten to twelve inches thick, and six feet superficial area.

Other walls will be covered with coping of a similar thickness, and of seven feet or upwards superficial area. These coverings will be neatly dressed when required, and as may be directed. The walls of the box culverts will be finished with stones the full thickness of wall, and the covers will be from 10 to 15 inches thick according to the span. They must have a bearing of at least twelve inches on each wall, and they must be fitted sufficiently close together to prevent the earth from falling through.

53. In second-class masonry, each stone, except when dry work is intended, will be laid in full mortar, all joints flushed solid, and each course regularly and thoroughly grouted.

54. In all walls built in common lime, the exposed faces will have a four-inch lipping of cement.

ARCHES.

55. A distinction will be made between arches of ten feet span and upwards and those of eight feet span and under. The former will be of first-class masonry, although they may be constructed on walls of second-class work. Arches of eight feet span and under will be second-class masonry. Arches of each class will be semi-circular.

56. First-class arches will be constructed of stones, cut so as when laid their beds will radiate truly from the centre of the circle. The depth of stones will, of course, vary with the span, but will never exceed thirty inches; they may not be less in length than twenty-seven inches, and they must break joint ten inches; their thickness on the soffit must be at least nine inches, and it will be dressed to the circle. All the stones must be dressed to the full depth of bed, so as to give truly radiated joints from $\frac{3}{16}$ ths to $\frac{1}{4}$ -inch; they must be set without pinning of any kind, and the joints at the ends must be properly squared. Each stone to be fully bedded in cement, and each course afterwards thoroughly grouted. The outer ring stones to be neatly worked with a chisel draft around their edges.

57. Second-class arches shall be constructed of suitable flat-bedded stones, ranging, according to the span, from sixteen to twenty-four inches, and five to six inches in thickness on the soffit. They must invariably extend through the entire thickness of the arch. Each stone to be well and closely fitted, so as to give half-inch joints, and to break joint with its fellow seven to nine inches. The whole must be laid in thin mortar, and each course must be well grouted immediately after being laid. The outer arch stones to be as nearly uniform in thickness as possible, of large size, and neatly incorporated with the perpendicular face of the masonry. The key-stones to be ten or twelve inches on the soffit, to have a chisel draft around their edges, and to project beyond the face of the wall two or three inches.

58. Arches of each class shall be built in cement, and before being covered with earth or the centering removed they must be thoroughly flushed on the back, levelled up and rounded to a moderately even and smooth surface with the same material.

59. Centres of arches must in all cases be well formed, of ample strength, securely placed in position, and in every respect to the satisfaction of the Engineer. The ribs must not be placed further apart than three feet in any case. The laggings shall be cut to a scantling of three inches square. The supports of centres shall be substantial and well supported and constructed; and they must be provided with proper wedges for raising centres when required.

60. Structures having more than one arch shall be provided with as many centres as the Engineer may deem proper, and in no case shall the centres be struck without his sanction.

61. Centering and scaffolding of all kinds shall be provided by the contractor.

62. All masonry must be neatly and skilfully pointed, but, if done out of season, or if from any other cause it may require re-pointing before the expiration of the contract, the contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the contractor at his own risk and cost.

MISCELLANEOUS WORK.

63. After the masonry of a structure has been completed for a period of four or five weeks, it may be proceeded with. The earth must be carefully punned in thin layers around the walls, and in this manner the filling must be carried up substantially on both sides. The contractor must be extremely careful in forming the embankments around culverts and bridges, as he will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses from the bottom to the top of the embankment, without loading one side of the masonry more than another.

64. The bottoms of culverts will be paved with stones set on edge to a moderately even face, packed solid, and the interstices filled with grout formed of hydraulic cement. The paving will be from 12 to 16 inches deep.

65. All the works shall be executed in a thoroughly good, substantial, workman-like manner, to the satisfaction of the Engineer, and upon their completion the contractor shall clear away all rubbish and unnecessary material.

BRIDGES.

66. To be of the most approved Howe-Truss pattern, built of pine, with white oak keys, cast iron prisms and wrought iron rods, the whole to be of first-class material and workmanship painted three coats. Detailed drawings and specifications will be prepared during the progress of the works by the Engineer to suit such span or bridge, and to which the contractor must work.

The foregoing "Schedule A" is the specification of the work referred to as "Schedule A" in the contract for the construction of Section No. 19 (Section numbered nineteen) of the Intercolonial Railway, made and executed by me as the contractor (under named) of the one part, and Her Majesty, represented by the Commissioners for the construction of the said Railway, of the other part, bearing date on the fifteenth day of June, in the year of our Lord one thousand eight hundred and seventy, to which said contract this schedule is annexed, as forming a part thereof.

<i>Witness—</i>		
As to the execution by the Contractor :	} (Sd.) S. PARKER TUCK.	
(Sd.) JOHN A. MACDONNELL.		
And as to the execution by the Com-	} (Sd.) A. WALSH,	
missioners :		" ED. B. CHANDLER.
		" C. J. BRYDGES,
	" A. W. McLELAN,	

Commissioners.

In about one year after the date of the foregoing Indenture, and in or about the year of our Lord one thousand eight hundred and seventy-one, the said Samuel Parker Tuck having failed to proceed with the work to have been performed by him under the said contract, was relieved thereof, and discharged therefrom by Her Majesty, represented by the said Commissioners, and the contract for executing the said work was thereupon let to and undertaken by Thomas Boggs, of the City of Halifax, aforesaid, merchant, now deceased, and the above-named John R. Murray, your Majesty's now suppliant, then doing business as co-partners in the name, style and firm of Thomas Boggs and Company, and acting in their co-partnership capacity as such firm; and thereupon the said firm Thomas Boggs and John R. Murray entered into a contract with Her Majesty Queen Victoria represented by the Commissioners aforesaid, appointed as aforesaid, under and by virtue of the Act of Parliament of Canada aforesaid, which said contract was witnessed by and contained in an Inden-

ture bearing date of that time, and made by the said Thomas Boggs and John R. Murray of the first part, and Her Majesty Queen Victoria represented therein by the Commissioners aforesaid, under* and by virtue of the Act of Parliament aforesaid of the second part, and to which last-mentioned Indenture was also annexed a Schedule marked "A" therein referred to, and the last-mentioned Indenture and Schedule were and are, save and except as to the date of the said Indenture and the date therein mentioned for the completion of the works therein specified, in form, substance and effect the same as the Indenture and Schedule hereinbefore first mentioned and set forth. The said Indenture last made was retained by the said Commissioners in their own possession and control, and the same is now in the Department of Public Works of Canada at Ottawa; and the said Thomas Boggs and John R. Murray have not had nor has either of them ever had, nor has any person for them or either of them ever had a duplicate or copy thereof, nor have they or either of them had reference thereto or inspection thereof and your suppliant is unable to set forth the said last-mentioned Indenture and Schedule, or to state the exact date thereof, or to state the contents thereof more precisely or with more certainty than he has above done or endeavored to do; but your suppliant craves leave to refer to the said Indenture and Schedule for greater certainty, when the same are produced.

The said Thomas Boggs and John R. Murray commenced the works by them to be performed under the said contract with her Majesty, and embraced therein, and continued to perform the same according to the said contract until the month of March, in the year of our Lord one thousand eight hundred and seventy-three, when the said Thomas Boggs died, leaving the said John R. Murray him surviving, and thereafter the said John R. Murray continued as and being the sole surviving partner of the firm aforesaid, to perform the said works, and without avoidable delay on his part he performed and fully and finally completed the same in the month of October, in the year of our Lord one thousand eight hundred and seventy-four, and save and except that portion of the works embraced in the said contract, which consisted in the erection and construction of the bridge over the River Restigouche.

With reference to the erection and construction of the same bridge over the River Restigouche, your suppliant says that the same was taken out of the said last-mentioned contract, and the said Thomas Boggs and John R. Murray, by their consent, were relieved from performing that portion of the work embraced in the said contract by the said Commissioners, and in consideration thereof, the contract price or sum mentioned in the said contract was reduced by the sum of one hundred and sixteen thousand dollars, which sum of one hundred and sixteen thousand dollars was deducted from the sum of three hundred and ninety-five thousand seven hundred and thirty-three dollars, which last-mentioned sum was the amount mentioned in the said contract as the price or consideration money to be paid to the said Thomas Boggs and John R. Murray, for the execution of all the works contained in the said contract.

In following the directions and instructions of the said Commissioners and the Engineers employed by them and placed in charge of the said works given from time to time as provided by the said contract, and which directions and instructions the said contractors were by the terms and provisions of the said contract bound to follow, and which they did follow, the said contractors, Thomas Boggs and John R. Murray, performed a large amount of extra work which was not comprised in the Schedule and specifications referred to in the said contract, and connected therewith, and not intended to be covered by the gross or lump sum of three hundred and ninety-five thousand, seven hundred and thirty-three dollars, the consideration money aforesaid, nor by the balance or sum of two hundred and seventy-nine thousand seven hundred and thirty-three dollars which remained after deducting from the whole contract price the sum aforesaid of one hundred and sixteen thousand dollars, as the equivalent for withdrawing the construction of the bridge aforesaid over the River Restigouche from the works to be performed under the said contract.

A large portion of the said extra work arose from and was caused by alterations in the grades and the line of location or portions of the line of the said railway, which alterations were made from time to time by the Engineer in charge as aforesaid, under the power given to him by the fourth paragraph or section of the said contract, and for which work your suppliant submits that he is entitled under the said contract to be paid at reasonable rates, or at the same rates as were calculated by Engineers as reasonable for other works of a like kind performed under the said contract.

Another, but much smaller portion, of the said extra work so performed, consisted of work resulting from changes made by the said Engineer other than alterations in the grades or the line of location, but it was work which was not comprised in or contemplated by the Schedule of works and quantities prepared and published by the Chief Engineer of the said railway prior to the letting of contracts for the construction of the said railway, and which contained the only information and data of that kind whereupon intending contractors or persons intending to tender for contracts for the construction of portions of the said railway, as by public advertisement published by the Commissioners they were invited to do, could make calculations whereupon to base their tenders; and one of the said Schedules of works and quantities relating to Section No. 19 aforesaid formed, and was the only data upon which the said Thomas Boggs and John R. Murray made their calculations, and took the said contract.

But the information and data furnished by the said schedule were extremely defective, insufficient and erroneous, and the said Thomas Boggs and John R. Murray were deceived and misled thereby in making their calculations and estimates respecting the said works and in entering into the said contract, and they would not have accepted the said contract, or entered into the same for the price or consideration therein mentioned, had the information and data furnished by said schedule been so full, sufficient, correct and accurate as to enable them to see the full extent, nature, quality and quantity of the works required, as the same was afterwards directed and required by the Engineers in charge to be done and performed, and as the same was done and performed.

As regards over work of the kind last mentioned, your suppliant submits that it was not the intention of the parties to the said contract, nor has it been the usage in such cases, to hold such contractors to the strict letter of such contracts, in so far as to compel such contractors to execute and perform a large quantity of work of which the schedule such as aforesaid gave defective, insufficient and erroneous information, and which not being in the contemplation of the parties thereto, was not intended to be performed under the said contract, and which could be performed by such contractors, and which was in fact performed by them only with ruinous consequences to themselves and others. And your suppliant submits and claims that he is entitled to and should be paid for the said extra work of the kind last mentioned.

During the construction of the said works the said Thomas Boggs and Company were, and after the death of the said Thomas Boggs your Suppliant was frequently and unnecessarily put to great expense in the construction of the said works, by want of and delay in preparations by the said Commissioners and their Engineers, in acquiring right of way, locating line, laying out work, and furnishing specifications necessary to enable the contractors to proceed with and execute the said works, thus causing to the said Thomas Boggs and Company, and to your suppliant afterwards, great inconvenience, delay and loss of labor, and other consequent loss and damage.

The reports of Engineers, and of the Commissioners aforesaid, and of others, respecting the said works made from time to time during the progress of the said works, and since the same were completed, are in the Department of Public Works of Canada, at Ottawa, but access thereto and inspection thereof have been refused to your suppliant by the Officers of the said Department in charge thereof, and by the Minister of Public Works; and your suppliant is therefore unable to give an accurate statement respecting the said works, extra works, changes of grade and of location, and of the works and extra works and expenses consequent thereon.

Your suppliant claims in the premises one hundred and fifty thousand dollars.

Your suppliant therefore humbly prays that his claim and the nature and grounds thereof may be enquired of, and that he may have such relief and compensation in the premises as may be deemed just, together with his reasonable costs; and your suppliant, as in duty bound, will ever pray.

GEORGE J. O'DOHERTY,

Attorney for JOHN R. MURRAY.

Dated this twenty-sixth day of January, A.D. 1876.

IN THE EXCHEQUER COURT OF CANADA.

The Nineteenth day of October, A.D. 1876.

In the matter of the Petition of Right of JOHN R. MURRAY.

The answer of the Honorable EDWARD BLAKE, Her Majesty's Attorney-General for the Dominion of Canada, on behalf of Her Majesty.

In answer to the said petition I, the Honorable Edward Blake, Her Majesty's Attorney-General for the Dominion of Canada, on behalf of Her Majesty, say as follows:

1. On behalf of Her Majesty I admit that Samuel Parker Tuck, mentioned in the suppliant's petition, entered into a contract for the construction of section number nineteen of the Intercolonial Railway with Her Majesty, for the sum of \$395,733.00, and in accordance with the other specifications and conditions of the said contract as set forth in said petition.

2. With respect to the second paragraph of the said petition I say that in the month of August, in the year of our Lord 1871, and when the said Samuel Parker Tuck had proceeded with the construction of a portion of the said section, and had received from Her Majesty various sums of money for the work done and materials furnished in and towards the performance of his said contract, amounting in the whole to the sum of \$51,000.00, the same being a portion and on account of the said sum of \$395,733.00, the original contract price, by an Indenture bearing date the second day of August in the said year, made between one Thomas Boggs and the suppliant of the 1st part; Her Majesty—represented therein by Aquila Walsh, Esq., M.P., the Honorable Edward Barron Chandler, Charles John Brydges, Esq., and the Honorable Archibald Woodbury McLellan, the Commissioners appointed under and by virtue of the Act of Parliament of Canada passed in the thirty-first year of Her Majesty's Reign, and intitled an Act respecting the construction of the Intercolonial Railway, of the 2nd part; and the said Samuel Parker Tuck of the 3rd part; it was agreed between the said parties that the said Samuel Parker Tuck should be released from the said contract for the construction of section 19 of the said railway, and that the said Thomas Boggs and the suppliant should complete the construction of all that and those portions of the said railway known as section 19 as might not have been already completed, and all the bridges, culverts and the works appurtenant thereto as described, more particularly in and by the contract between Her Majesty and the said Tuck, (which said contract with the schedule and tender for the construction of section number 19 with the schedule thereon endorsed or thereto annexed, was annexed to the said agreement of the second day of August, A.D. 1871, made between Her Majesty, the said Tuck and the said Boggs, and the suppliant as aforesaid, and was in the said agreement declared to be marked

as Letter A, and to be read and treated as part and parcel thereof as if the same had been embodied therein) at and for the price or consideration of the same, of the sum of \$344,733.00, the same being the residue of the said sum of \$395,733.00, the original contract price agreed to be paid to the said Tuck, after deducting therefrom the sum of \$51,000.00 paid to him for work done and performed by him on the said section, prior to the contract for the same being transferred to the said Boggs and the suppliant, to the entire satisfaction of the Commissioners, and according to the plans and specifications thereof, signed by the Commissioners and the said Samuel Parker Tuck, which said plans so signed as aforesaid were (as they were declared to be in the said contract) deposited in the office of the Commissioners in the City of Ottawa, and according to the specifications thereof also signed and marked as Schedule A which were (as they were declared to be) annexed to and made part and parcel of the said contract between Her said Majesty and the said Tuck.

And it was by the said contract between Her Majesty and the said Boggs and the suppliant agreed that the said Boggs and the said suppliant should forthwith proceed to and with the construction and completion of the works embraced in the said contract, and should diligently and continuously prosecute and continue the same, observing, keeping and performing at all times during the prosecution of the said work, all and every the provisoes, conditions, stipulations and agreements, and becoming and being liable to all the penalties in the event of default made by them as expressed and contained in the said contract made between Her Majesty and the said Samuel Parker Tuck, and which were to have been observed, kept, performed, incurred or suffered by the said Samuel Parker Tuck, in the same manner in every respect as if all and every such provisoes, conditions, stipulations and agreements had been literally embodied in the said contract between Her Majesty and the said Boggs and the suppliant, and that the said works respectively and every of them should be fully and entirely complete in every particular in accordance with the said contract between Her Majesty and the said Samuel Parker Tuck, and given up under final certificate and to the satisfaction of the Commissioners and Engineer of the said railway, on or before the first day of July, A.D. 1872, time being declared to be of the essence of the contract, to which contract and to the Acts of Parliament relating to the Intercolonial Railway for greater certainty I crave leave to refer.

3. I deny as alleged in the second paragraph of the said petition that the contract entered into between Her Majesty and the said Thomas Boggs and the said suppliant for the completion of the said section 19 was, or is, save and except as to the date thereof and the date therein mentioned for the completion of the works therein specified in form, substance and effect the same as the contract made and entered into between Her Majesty and the said Samuel Parker Tuck with respect to the said section, but on the contrary I say that the sum mentioned as the consideration to be paid by Her Majesty for the completion to the said Boggs and the suppliant was less by \$51,000.00 than the sum agreed to be paid by Her Majesty to the said Tuck, inasmuch as the said Tuck had performed work in connection with the said section to the value of the said sum of \$51,000.00 previous to the transfer of the works to the said Boggs and the suppliant as hereinbefore mentioned and had been paid and satisfied the said sum of \$51,000, and I say that the date for the completion of the said works by the said Boggs and the suppliant as required by their said contract was the same date at and upon which the said Tuck was to have completed the same under his contract with Her Majesty.

4. In and by the tender of the said Samuel Parker Tuck referred to in the contract between Her Majesty and the said Thomas Boggs and the suppliant as annexed thereto, and which, as declared therein, was to be read and treated as part and parcel of the said last-mentioned contract; it was set forth that the said Samuel Parker Tuck having seen the plans and profiles of said section 19 thereby tendered to construct said section in accordance with the plans and profiles and all other detailed plans and profiles which might be supplied and in accordance with the general specifications signed by the Commissioners, and dated Ottawa, 26th January,

1870 (and to execute a contract, a form of which was printed as thereby stated, and as the fact was at the end of the specifications), binding himself *not* to demand any extras of any kind whatever, for the sum of \$395,733, and the said Samuel Parker Tuck bound himself to complete said section for the above-named sum to the satisfaction of the Chief Engineer and Commissioners for the above-named sum, such sum to be full payment, without extras of any kind, for the entire completion of the said section.

5. In preparing the said plans and specifications and in inviting tenders for the construction of the works of the said railway it was contemplated by the said Commissioners that the plans or specifications might have to be altered or varied, and that other works might be required for the due and proper construction of the line of railway, and I say that before they entered into the said contract the said contractors were well aware that the contract price was intended to cover the cost of any such alterations or variations in the plans or specifications, and of any other or additional works which might be required, unless such alterations or variations should arise from changes of grade or of the line location.

6. In the Bill of Works referred to in the suppliant's petition, and which was known to the contractors and to the suppliant before they tendered for the said work or entered into the said contracts respectively, it is expressly stipulated among other things that if circumstances should require any change in the estimated number, position, water-way or dimensions of the structures proposed for the passage of streams and general surface drainage across the line of railway; the contract should provide that all such changes should be made by the contractors without any extra charge, and I crave leave for greater certainty to refer to the said Bill of Works when the same shall be produced to this Honorable Court.

7. The contractors and the suppliant entered into the said respective contracts with a full knowledge of the contents of the said Bill of Works, and that the estimates contained and referred to therein, and the said plans and specifications were merely approximate, and were subject to be altered, varied and added to as aforesaid, as circumstances might require.

8. I deny that there were any misrepresentations in the said plan or Bill of Works; but if there were any inaccuracies therein the contractors were distinctly warned not to rely thereon, but to make such allowance therefor in their tender as they thought fit.

9. I deny the suppliant's right to any relief by reason of any matter or thing antecedent to the said contract, or not arising strictly out of the terms thereof, and on behalf of Her Majesty I demur to so much of the suppliant's claim and grounds of relief as is based upon matters outside of the express terms of the said contract.

10. I am not aware of the fact of the death of the said Thomas Boggs, alleged in the third paragraph of the suppliant's petition, and I put the suppliant to the proof thereof, and in default of such proof I submit, and on behalf of Her Majesty insist, that the said Thomas Boggs is a necessary party to the said petition, and that in the absence of the said Thomas Boggs no relief can be granted to the suppliant.

11. I deny that the said Thomas Boggs and the said suppliant performed the works by them to be performed under the said contract according to the same, or that the same were completed without unavoidable delay on their part, or on the part of either of them, but I charge the fact to be that by the actual default of the said contractors the said works were not finished until long after the time agreed upon in and by the said contract, namely, the 1st day of July, A.D. 1872, and I claim on behalf of Her Majesty the benefit of the stipulations contained in the third paragraph of the said contract, and that by the said default the said contractors forfeited all money then or now due and owing to them under the terms of the said contract, and also the further sum of \$2,000 per week for all the time during which the said works remained incomplete after the said 1st day of July, A.D. 1872, by way of liquidated damages for such default, and I crave leave, on behalf of Her Majesty, to deduct, retain and set off the said sum of \$2,000 per week, amounting in the whole to upwards of \$150,000, from out of and against the claims of the suppliant in his said petition.

12. I admit, as is alleged in the said petition, that the said Thomas Boggs and the suppliant were released at their own request, by Her Majesty, from performing that portion of the work embraced in their said contract which consisted in the construction of a bridge over the River Restigouche, and that in consideration of such release, the contract price or sum mentioned in their said contract was reduced by the sum of \$116,000, which sum, however, was deducted from the sum of \$344,733, and not from the sum of \$395,733 as stated in the said petition.

13. During the progress of the work it was agreed by and between the said Thomas Boggs and the suppliant, and Her Majesty, represented by the said Commissioners, that a further sum of \$1,200 should be deducted from the said contract price of \$344,733 in consequence of the contractors being, as the fact was, relieved from the construction of certain wooden bridges embraced in their contract, and Her Majesty is entitled under the terms of the contract to a deduction of the sum of \$2,440 for other work which the said contractors did not perform, as also the sum of \$5,185.40 in consequence of diminution of work by change of grade and location of the said railway.

14. I admit that the said Thomas Boggs and the suppliant performed some extra work which was not comprised in the schedule and specifications of their contract and connected therewith, and not intended to be covered by the sum of \$344,733, their contract price, nor by the balance of \$238,733 which remained after deducting the sum of \$116,000 as aforesaid.

15. The Commissioners took account of all work performed by the said Boggs and the suppliant, and for which they claimed to be entitled to be paid over and above their contract price, and recommended payment for so much thereof as was not within the contract at fair and reasonable and proper prices.

16. The allowance recommended and fixed by the said Commissioners to be made to the contractors, in respect of the said extra work so performed by them as aforesaid, was the sum of \$7,682, and I say that save the work allowed for by the said Commissioners, there were not any other works done by the contractors for which, by the terms of the said contract or otherwise, they were, or are, entitled to make or maintain, in and by their said petition, any claim against Her Majesty for payment, over and above the price or sum mentioned in the said contract, and I say that the said sum or allowance of \$7,682 was, and is, a fair, reasonable and proper sum or allowance for the said works, regard being had to the nature and character thereof, and to the terms of the said contract, and to all the circumstances of the case.

17. I deny paragraphs 7, 8 and 9 of the said petition, and I say that the contractors performed no extra work, for which they were entitled to be paid, in consequence, as alleged in the said paragraphs, of the information and data furnished them by the schedule of works and quantities, prepared and published by the Chief Engineer of the said railway, prior to the letting of contracts for the construction of the said railway, and upon which the said contractors made their calculations and estimates when they entered into the said contract—having been defective, insufficient and erroneous—but were it otherwise I deny the suppliant's right to relief on that ground.

18. I deny that during the construction of the said works the said Thomas Boggs and the suppliant, or that either of them were, or was frequently and unnecessarily put to great expense in the construction of the said works by want of and delay in preparations by the said Commissioners and their Engineers in acquiring right of way, locating line, laying out work and furnishing specifications necessary to enable the said contractors to proceed with and execute the said work, thus causing the said Thomas Boggs and the suppliant, or either of them inconvenience, delay and loss of labor, and other consequent loss and damage, but were the facts as alleged in paragraph 10 of said petition I deny the suppliants right to any relief in consequence.

19. The said Thomas Boggs and the suppliant were paid from time to time various sums of money, amounting in the whole to the sum of \$293,344.81, including

the sum of \$51,600, the amount due to the said Samuel Parker Tuck at the time of the transfer of his said contract on section number 19, as aforesaid, and the said sum of \$7,682, and also including a large sum paid on behalf of Her Majesty to the employees and labourers of the contractors, which the contractors had neglected to pay, and regard being had to the sums mentioned in paragraph 13 of this defence, which the Commissioners were, by the terms of the contract, entitled to deduct from their contract price—the said contractors received a sum largely in excess of their said contract price.

20. The suppliant and the said Thomas Boggs are not, nor is either of them, entitled to any payment, except on the certificate of the Engineer, and they have been paid all that they have received the Engineer's certificate for, and I submit and charge that all the just claims of the suppliant against Her Majesty were satisfied and discharged, by payment, long before the filing of the said petition.

21. The matters complained of by the suppliant, and all the claims set up in the said petition, and all matters in difference between the suppliant and the Government, have been considered and decided by the Commissioners from time to time, against the suppliant, and such decision, according to the terms of the said contract, are final and conclusive.

22. On behalf of Her Majesty I pray that the said petition may be dismissed with costs.

A. F. McINTYRE,
For the Attorney-General.

IN THE EXCHEQUER COURT OF CANADA.

The 11th day of January, A.D. 1877.

In the matter of the Petition of Right of JOHN R. MURRAY.

The Suppliant, for reply to the statement of defence of the Honorable Edward Blake, Her Majesty's Attorney-General for the Dominion of Canada, takes issue upon the said statement of defence.

And for a further reply to the 11th paragraph of the said statement of defence, the Suppliant says, that Her Majesty, through and by the Commissioners aforesaid, exonerated and discharged the Suppliant from the said penalty, and waived and rescinded the same.

And for a further reply to the said 11th paragraph of the said statement of defence, the Suppliant says, that Her Majesty, through and by the negligence, misconduct, delays and laches of the said Commissioners, and of the Engineers and other officers employed by the said Commissioners, caused the delay and default in the said 11th paragraph alleged, and therefore the said contractors did not forfeit all or any money then or now due or owing to them, or to the Suppliant, under the terms of the said contract; and the said Attorney-General should not have leave, on behalf of Her Majesty, to deduct, retain, and set off the sum of \$2,000 per week from out of and against the claim of the said Suppliant, as prayed in the said 11th paragraph.

G. J. O'DOHERTY,
Attorney for the Suppliant.

JOHN O'CONNOR,
Counsel for the Suppliant.

 IN THE EXCHEQUER COURT OF CANADA.

 The twenty-ninth day of January, A.D. 1877.

JOHN R. MURRAY,

Suppliant.

vs.

THE QUEEN

Defendant.

The Honorable Edward Blake, Her Majesty's Attorney-General for the Dominion of Canada, joins issue on the Suppliant's replication.

A. F. McINTYRE,

For the Attorney-General.

 IN THE EXCHEQUER COURT.

In the matter of the Petition of Right of

JOHN R. MURRAY,

Petitioner.

vs.

THE QUEEN,

Defendant.

Upon reading the summons granted herein, and the affidavit of service thereof and upon hearing counsel for all parties, I do order that the trial or hearing of this matter do take place before a Judge of this Court, at the Court House in the City of Ottawa, or at such other place in the said City as the said Judge shall direct, on Thursday, the tenth day of May, A.D. 1877, at eleven o'clock in the forenoon, or so soon thereafter as the said Judge shall attend; and I do further order, that notice of trial at the time and place aforesaid, together with a copy of this order, be, within three days from the date hereof, served on Her Majesty's Attorney General for the Dominion of Canada, by leaving such notice and copy of said order at the office of the said Attorney-General, in the City of Ottawa; and also served within the time aforesaid on Alexander F. McIntyre, Esquire, the Solicitor for the said Attorney-General, by leaving such notice and copy of said order at the office of the said Alexander F. McIntyre. This order to be without prejudice to any application that may be made to the presiding Judge at the trial of this matter, by any of the parties hereto, to have part of the evidence taken, or the matter determined at some place other than that hereinbefore appointed, under the provisions of the Statute in that behalf.

Dated at Chambers, this 20th day of April, A.D. 1877.

WM. B. RICHARDS,

C. J.

DEPARTMENT OF JUSTICE,
OTTAWA, May 15th, 1876.

Petitions of Right of Starr and De Wolf, O'Brien, Jones, Murray, Berlinquet, Bertrand.

SIR,—I understand that petitions of right in all these cases are in the hands of Mr. Brydges, for the preparation of the papers necessary for the defence; and I have placed Mr. McIntyre, Barrister, of this city, in communication with Mr. Brydges, in order to facilitate the work.

I shall be glad to receive the memorandum, as soon as convenient, unless they have been handed to Mr. McIntyre.

I am, Sir,
Your obedient servant,

(Signed) EDWARD BLAKE, *M.D.J.*

The Honorable
The Minister of Public Works.

OTTAWA, 19th May, 1876.

SIR,—I am directed to inform you that in the matter of the petition of right of John R. Murray, His Excellency the Governor-General, has been pleased to grant his fiat, that right be done to the party, and that the petition with His Excellency's fiat endorsed thereon has been transmitted to Mr. George J. O'Doherty, of Ottawa, Ont., his Attorney.

I have the honor to be,
Your obedient servant,

(Signed) EDOUARD LANGEVIN,
Under-Secretary of State.

The Honorable
The Minister of Public Works.

DEPARTMENT OF PUBLIC WORKS,
IN THE EXCHEQUER COURT.

JOHN R. MURRAY

vs.

THE QUEEN.

Take notice that I, the undersigned James G. Foster, of Halifax, Nova Scotia, and the duly appointed assignee under the Insolvent Act of 1875, of the estate of the above-named plaintiff, and that as such assignee I am entitled on behalf of plaintiff's creditors to receive the proceeds, if any, which may be adjudged due to the plaintiff in the above suit, and I hereby on behalf of the plaintiff's creditors, caution the Government of the Dominion of Canada, the officers of the said Court, and all and every other person or persons whom it may concern, against paying over the amount or any part thereof which may be awarded to the plaintiff by the Court in the above cause to any person or persons whomsoever, except to myself, or upon my authority and order in writing.

Dated at Ottawa, this 24th day of September, A.D., 1877.

Yours, &c.,

JAMES G. FOSTER,
Assignee of the Plaintiff.

In the Exchequer Court, the Queen vs. John R. Murray.

HALIFAX, N. S., September 6th, 1878.

SIR,—Referring to a notice in the above matter filed by me in your office September 24th, 1877, I now beg to enclose herewith a certified copy of the,—or copies of the records forming my appointment as Assignee of the estate of said John R. Murray an insolvent, and under which I claim payment of the proceeds of any judgment in his favor in said cause.

I have the honor to be, Sir,
Your obedient servant,

(Signed) JAMES G. FOSTER,
Assignee of

JOHN R. MURRAY.

Honorable the Premier.

DOMINION OF CANADA.

PROVINCE OF NOVA SCOTIA.

I, Martin J. Wilkins, of Halifax, Clerk of the County Court of District No. 1, in the Province of Nova Scotia, in the Dominion of Canada, do certify to all persons whom it may concern that the annexed are true copies of the appointment of William W. Groom as assignee of the estate of John R. Murray, an insolvent under the Insolvent Act of the Dominion of Canada, and also of the minutes of a meeting of the creditors of the said insolvent and the appointment thereof of James G. Foster, Esq., assignee of the said estate, which original record of the said appointments are duly filed in my office.

In witness whereof I have hereunto affixed the seal of the County Court at Halifax, in the Province of Nova Scotia, this seventh day of September, in the year of Our Lord one thousand eight hundred and seventy-eight.

(Signed) M. J. WILKINS,

Clerk.

OFFICE OF OFFICIAL ASSIGNEE,
HALIFAX, N. S.

I the undersigned Official Assignee for the County and City of Halifax hereby certify: That at a meeting of creditors of John R. Murray, insolvent, duly called and held at Halifax on the third day of February, 1876, it was moved and seconded, that Mr. William W. Groom be assignee to said estate, which, being put to the meeting, duly passed.

Given under my hand at Halifax, this thirty-first day of August, 1878.

(Signed) W. H. CREIGHTON,

Official Assignee,
County and City of Halifax.

(Signed) M. J. WILKINS.

Clerk.

B.

Meeting of creditors John R. Murray at office of the assignee, W. W. Groom, Thursday, May, 1876, for the purpose of appointing an assignee in place of Mr. Groom, receiving statement of affairs, &c., &c.

E. D. Adams was appointed Secretary. Present: Messrs. W. J. Lewis, J. S. D. Thompson, J. Penfold, George Laing, Meagher, W. F. Worrall, John Woodill, Foster, Adams, R. Taylor, C. Graham, J. T. Wood, Thomas Bayne, and the Insolvent.

Minutes of last meeting were read and approved.

Assignee read statement of affairs shewing cash and notes on hand amounting to \$4,802.23 less disbursements to date \$

The bank-book was produced shewing a balance of \$1704.33 to credit of the estate.

Mr. Lewis moved that Mr. Groom receive the sum of \$200 for his services as assignee to date. Mr. Foster seconded the motion; passed unanimously.

Mr. W. F. Worrall moved a resolution that Mr. Groom be removed from the office of assignee. Mr. Foster seconded the resolution, which passed unanimously.

Mr. Thompson representing William Nesbet, and Mr. Meagher representing Bank of Montreal, moved and seconded that Mr. James G. Foster be appointed assignee; motion passed unanimously.

Mr. Foster then took the chair. Mr. Meagher (Bank of Montreal) moved that the assignee be required to give security to the amount of one thousand dollars; seconded by Mr. Worrall (J. J. Fraser & Co.'s Estate), and passed unanimously.

Mr. Meagher read a statement relative to a search into the records concerning Mr. Murray's property.

Mr. Thompson moved the following resolution: that upon the Inspectors reporting that the accounts of said W. W. Groom, the retiring assignee of said estate, are correct, and upon his paying over and delivering to the new assignee all books, goods, moneys, and other property of said estate, the said retiring assignee shall be permitted to obtain his discharge from the Court or a Judge. Resolution was seconded by Robert Taylor, and passed unanimously.

On motion of Mr. Taylor, seconded by Mr. Groom, a bill of Messrs. James & Foster for services to the estate amounting to \$39 was ordered to be paid.

(Signed)	M. J. WILKINS,	(Signed)	JAMES G. FOSTER,
	<i>Clerk.</i>		<i>Assignee Appointed.</i>
		(Signed)	W. W. GROOM,
			<i>Estate Assignee.</i>
		(Signed)	E. D. ADAMS,
			<i>Secretary.</i>

OTTAWA, 9th December, 1878.

Re Section 19 Intercolonial Railway.

DEAR SIR,—This section was finished in the fall of 1874. We (the contractors) then made application for a settlement with the Government, but could not get it. After repeated endeavors to obtain a settlement we, on the 26th January, 1876, commenced a suit (Murray vs. The Queen) by Petition of Right. The trial took place before the Hon. M. Justice Fournier in June, 1877, and after waiting for a year Judge Fournier delivered his judgment in June, 1878, in our favor, on all the legal points raised by the defence, and leaving only the accounts to be taken by the Registrar of

the Court (Exchequer). About the 1st August last, I called on the Hon. Mr. Mackenzie in reference to the matter when he told me that if it could be arranged in any way speedier than by the tedious process of taking on account before the Registrar he would be happy to do so, and he requested me to have the Hon. John O'Connor, one of my counsel, come and see him on the subject. Mr. O'Connor and I went before him, when after some consultation together, Mr. Mackenzie said he would procure a copy of the judgment, and would let us hear from him in a few days.

Nothing has since been heard from Mr. Mackenzie on the subject, nor has anything further been done.

This is the seventh trip I have made to Ottawa on this matter since the completion of said work, and we have been put to very great expense and loss in consequence of the delay in obtaining a settlement of our claim.

I have the honor to be, Sir,
Your obedient servant,

(Signed) S. D. OAKES.

The Hon. Dr. TUPPER,
Minister of Public Works,
Ottawa.

HALIFAX, December 9th, 1879.

SIR,—I beg to call your attention to the enclosed copy of a caveat filed in your office previously to the change of Ministry, viz: September 29th, 1877, as it may on that account have escaped your notice. As soon as the Government are prepared to pay or adjust the suit, I shall attend at Ottawa to receive the proceeds; I trust that settlement will not long be delayed as many of the creditors (notably Mr. Charles Graham, of this city) have been put to great straits owing to Murray's estate being so long unsettled, pending the termination of the suit referred to; I also trust that no money will be paid over by the Government on account thereof without giving me ample notice to attend at Ottawa.

Your obedient servant,

(Signed) JAMES G. FOSTER,
Assignee John R. Murray.

Hon. Dr. TUPPER, C.B.,
Minister of Public Works.

In the Exchequer Court—John R. Murray, vs. the Queen.

Take notice that I, the undersigned James G. Foster, of Halifax, Nova Scotia, am the duly appointed assignee under the Insolvent Act of 1875, of the estate of the above-named plaintiff, and that as such assignee I am entitled on behalf of plaintiff's creditors to receive the proceeds, if any, which may be adjudged due to the plaintiff in the above suit, and I hereby on behalf of the plaintiff's creditors caution the Government of the Dominion of Canada, the officers of the said Court and all and every other person or persons whom it may concern, against paying over the amount or any part thereof, which may be awarded to the plaintiff by the Court in the above cause, to any person or persons whosoever, except to myself or upon my authority and order in writing.

Dated at Ottawa, this 24th day of September, A.D., 1877.

Yours,

(Signed) JAMES G. FOSTER,
Assignee of plaintiff.

In the Exchequer Court—Murray vs. the Queen.

22nd June, 1878.

(Translation.)

JUDGMENT OF JUDGE FOURNIER.

On the 15th June, 1870, Samuel Parker Tuck, entered into a contract with the Commissioners of the Intercolonial Railway acting on behalf of Her Majesty, for the construction of Section No. 19, of the said railway.

After having commenced operations under his contract and performed certain works, Tuck declared himself unable to continue the works, with the consent of the Government was relieved and discharged from his obligations.

Thereupon Thomas Boggs, of the City of Halifax, deceased, and the suppliant, when doing business as co-partners, were substituted as contractors for that section and undertook by indenture bearing date 2nd August, 1871, in consideration of the sum of three hundred and ninety five thousand seven hundred and thirty-three dollars (\$395,733) to construct and complete the said Section No. 19 of the said railway as more particularly described in the first paragraph of the contract, and to supply all proper and requisite materials therefor, upon the terms and subject to the conditions enumerated at length in the contract and in the specifications thereunto annexed, which are declared to form part of the said contract.

By their contract the supliants were bound to complete the works for the 1st July 1872; but they were only finished in the autumn of 1874. At that time an important correspondence took place between the Government and the contractors, by which the latter claimed a considerable sum, as being the balance due them on the contract price, as well as on certain extras. The amount prayed for by this petition is \$490,007.38, (of which a detailed statement is given in the bill of particulars annexed to the petition) is far in excess of the amount which they originally claimed. This increase is accounted for, not only by the fact, that they have added several items; but also, because they have not credited the Government with a sum of \$293,344.80, which was paid to them in settlement of all their claims.

As the judgment I am about to deliver is an interlocutory judgment, I will only refer to such proceedings, and to such facts of the case as are in my opinion necessary to support the conclusion to which I have thought proper to arrive at in this case.

The only paragraphs of the contract which are important for the decision of the question under consideration are the following: "4." The Engineer shall be at liberty at any time before the commencement or during the construction of any portion of the works, to make any changes or alterations which he may deem expedient in the grades, the lines of location of the railway, the width of cuttings or fillings, the dimensions or character of structure, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done or the expense of doing the same, and the contractor shall not be entitled to any allowance by reason of such changes, unless such changes consist in alterations in the grades or in the time of location, in which case the contractor shall be subject to such deductions for any diminution of works, or entitled to such allowance for increased works (as the case may be) as the Commissioners may deem reasonable, their decision being final in the matter.

The Engineer shall have full power to dismiss any foreman, workman, or other person employed, whom he may deem unfit for the duties assigned to him, or who may, in the opinion of the Engineer, be guilty of slighting the work, or of wilful disobedience of orders, or improper, intemperate, or disorderly conduct; and the contractor shall forthwith supply the places of all such men so dismissed, and shall not employ them again on the works.

"9." It is distinctly understood, intended and agreed, that the said price, on consideration of three hundred and ninety-five thousand seven hundred and thirty-three dollars (\$395,733) shall be the price of, and be held to be the full compensation for all the works embraced in or contemplated by this contract, or which may be

required in virtue of any of its provisions or by-law, and that the contractor shall not upon any pretext whatever, be entitled by reason of any change, alteration, or addition made in or to such works, or in the said plans and specification, or by reason of the exercise of any of the powers vested in the Governor in Council by the said Act, intituled, "An Act respecting the construction of the Intercolonial Railway," or in the Commissioners or Engineer by this contract, or by law to claim or demand any further or additional sum for extra work, or as damages or otherwise, the contractors hereby expressly waiving and abandoning all and any such claim or pretention to all intents and purposes, whatsoever, except as provided in the fourth section of this contract.

"11." And it is further mutually agreed upon by the parties hereto, that cash payments equal to eighty-five per cent. of the value of the works done, approximately made up from returns of progress measurements; will be made monthly on the certificate of the Engineer what the works for, or on account of which the sum certified has been duly executed, and upon approval of such certificate by the Commissioners.

On the completion of the whole work to the satisfaction of the Engineer, a certificate to that effect will be given, but the final or closing certificate, including the 15 per cent. retained, will not be granted for a period of two months thereafter.

The progress estimates shall not in any respect be taken as an acceptance of the work or release of the contractor from his responsibility in respect thereof; but he shall, at the conclusion of the work, deliver over the same in good order according to the true intent and meaning of this contract and the said specification.

The contract, and the specification thereunto annexed, are also declared to be subject to the provisions of the Act respecting the construction of the Intercolonial Railway.

By the 4th and 11th sections of the above contract the contractor had no right to lay claims for extras, except in cases of changes consisting in alterations in the grades or line of location, "in which case the contractor shall be subject to such deductions for any diminution of work, or entitled to such allowance for increased work (as the case may be) as the Commissioners may deem reasonable, their decision being final in the matter."

The Crown's defence to the part of the petition alleging alterations in the grades or the line of location, may be summed up as follows:—

The 14th paragraph, without giving any details or value, admits what certain extra works were performed;

The 15th paragraph says the Commissioners took account of all these extra works, and that they recommended the payment of the sum of \$7,682 to the suppliant, being the amount at which they valued these extras; that the suppliants were paid from time to time the sum of \$293,344.81 (including the sum of \$7,682, and regard being had to the sum which the Commissioners were entitled to deduct from their contract price, in consequence of certain alterations ordered, that the sum of \$293,344.83 exceeded even the amount which the suppliant was entitled to receive.

In the 20th paragraph of the defence the Crown invokes the conditions inserted in the contract that no payment can be made except on the certificate of the Engineer, and that they have paid all that they have received the Engineer's certificate for.

Finally, the 21st paragraph of the defence of the Crown states that all the claims set up in the petition, and all matters in difference between the suppliant and the Government, were considered and decided by the Commissioners from time to time against the suppliant, and such decision, according to the terms of the contract, is final and conclusive.

The parties heard, respectively, several witnesses in support of their pretensions.

At present I shall refer only to that part of the evidence which relates to the alteration in the grades or line of location, in order to ascertain, 1st. If there have been such changes, of what they consist? These changes have been taken into account according to the terms of the contract. 2nd. If the decision or rather

the order for payment made by the Commissioners on the certificates granted under such circumstances as established by the evidence in this case, can be considered as having the effect of a final and binding decision.

As to the extras, there can be no doubt that there were many extras of the class described in the fourth paragraph of the contract, viz.: "for alterations in the grades and line of location." Peter Grant, Division Engineer in charge of the works on Section No. 19, speaks thus of them:—

"There was a good deal of change of grade and change of location upon this section. There was so much side hill ground after it was cleared of brush and trees, it was seen it could be improved—could be seen better than before when going through the thick brush. There was not much change of grade, but there was a good deal of change of location. The country was side hill; one and a-half to one was the general average of the country, consequently when we went into any slope of the railway it went clear to the top, no matter if it was a couple of hundred feet."

That there were alterations in the grades, and especially in the location of the lines, is a fact established beyond a doubt. These changes being the only changes under which the contractors could, under the fourth paragraph of the contract, claim any extra payment, it was not unreasonable to expect that the Engineer would have correct measurements made showing exactly the place where the changes took place, the quantity of work executed and its value, in order that the Commissioners might allow for any increase of works or deduct for any diminution of work, according to the terms of the contract.

It seems all the contrary, as admitted by the Engineer himself, that the monthly estimates were made to cover, indiscriminately, all the work done; and when they were made a few days before the end of the month, a certain allowance was made up to the last day of the month.

Questioned as to how these measurements were made, he answers as follows:—

"Q. I want to know whether you measured the actual work yourself and distinguished carefully between the original work and the extra? Now you say you did not do a quarter of it, and not sure of that?—I do not think I had time to do more than a quarter.

"Q. And, as a matter of fact, you did not do that?—Well, yes; I would swear that I did a quarter of it. I worked many a hard day at it, at any rate.

"Q. During that time, you never made any calculations respecting the diminution or extra charges?—No; it was the actual work executed."

It is evident he did not take into account the increase or diminution of the work; he was satisfied with reporting the work executed without any distinction between the quantity of original work and the extras. He even declares that during three years he was under the impression that the contractors were not to suffer any diminution of price when there would be a diminution of work.

Grant, moreover, who had two sections to superintend, could only give part of his time to Section No. 19. He had, as an assistant, one, John Jellet, a rod-man, who studied under him to become an engineer, and whom Grant appointed afterwards as Assistant Engineer.

The mode of Jellet's working, as described by himself, shows that he had a desire rather than the ability of doing the work well. His calculations were not always verified, or, if they were sometimes, it would be by parties who are not responsible. Sometimes, instead of measuring the work, he is satisfied by guessing at the amount from the number of men the contractors told him they employed. I will cite an extract from the testimony:—

"Q. How much was done that month in the place where the heavy work was? —There was an estimate given on it every time.

"Q. How did you make that?—From the men's time that were working at it.

"Q. You guessed at the amount from the number of men working at it and the time?—Yes; that is all.

"Q. And not from actual measurement?—No."

In reference to the "New Brunswick Cut," when he is asked how he measured the heights, he answers: "I averaged it."

"Q. What do you mean by averaged?—Some places it was rough; some places it would go eight feet, some places ten; and I took the measures.

"Q. You measured it with a tape?—In some places, and in some places with the eyes, where I could not get at it."

He admits that he often did this. The balance of his testimony proves that the grades were not regularly measured. His books could not even show what he had measured with tape; and he declared that he did not think it was his duty to keep a record of his operations, which he reported to Grant.

It may be said such reports possibly were sufficient to enable him to prepare the monthly estimates, which were based on an approximate quantity of the work done; but they cannot evidently, without injustice to the contractor, be said to contain all the information necessary to enable the Engineer-in-Chief, later on, to grant the final certificate which was to settle and satisfy all claims arising out of the contract. These reports are, however, relied upon by the defence as the basis of the alleged final settlement.

Now, these incomplete measurements made by Jellett served as a basis to Grant to make his reports to the Commissioners and to the Engineer-in-Chief, as well as to make his entries on the plans and profiles of the road and to ascertain the progress of the works. Later on these measurements and these entries which he has been unable to verify, as he admits it himself, were the means of making the reports filed in this case and having document marked A Z: "Report on item of claims of Boggs & Co., contractors for Section 19;" and document marked B F: "Detailed statement of additions to and diminution from contract."

Speaking of the first report, he first says that the measurement was complete and correct to the best of his knowledge; but on being closely examined by the learned counsel of the suppliant, he admits that it is neither complete nor final.

"Q. Why did you presume to send a report like this to the Government before you could ascertain whether it was accurate or not?—I knew it was accurate, but it would not be binding on the Government; I say it is accurate as far as the details that you see there, but I do not say it is a complete report."

The second report, piece marked B.F.: "Detailed statement of additions to and diminutions from contract," being partly based on the above measurement, is not of a character to give confidence as to accuracy.

Moreover, the Engineer having wrongfully made measurements in winter, at a time when there was in certain places over ten feet of snow over the works he was measuring, it is evident he could not make an accurate and complete measurement.

Nevertheless, it was on this report addressed to Mr. Trudeau, the Deputy Minister of the Public Works, and referred to Mr. Collingwood Schreiber; this last named gentleman makes his report to Mr. C. J. Brydges, Superintendent of the Intercolonial Railway. In his turn, Mr. Brydges, relying entirely on Mr. Schreiber's report, reports to the Minister of Public Works on the 2nd September, 1875, that the suppliants owe a balance of \$12,815.21. All these reports, it is seen, are based upon the inaccurate and incomplete measurements of Grant and of his assistant, Jellett. On the receipt of this last report, that of Mr. Brydges, the Minister of Public Works did not come to a final decision.

The suppliants having protested against these reports prayed for by these letters of the 1st and 7th of December, 1875, and obtained from the Minister of Public Works having then all the powers of the Commissioners by virtue of the Statute 37 Vic., c. 15, that an important portion of their claim should be referred to another Engineer, viz.: that portion having reference to the extras above mentioned.

The Minister of Public Works' answer, sent through the Secretary of the Department of Public Works, is thus worded:—

“ OTTAWA, 14th December, 1875.

“ GENTLEMEN,—Referring to your letter of the 7th instant respecting your contract for the construction of Section 19, Intercolonial Railway, I am to state that Mr. Sandford Fleming has been instructed to have a re-measurement made of the work done on the portions of the railway where lines or gradients originally contracted for have been deviated from.”

This decision is certainly in accord with justice and in conformity with the meaning of the contract, which, by giving to the contractor the right of being paid for these extras, necessarily implies the obligation of keeping an accurate account by measurement of the increase and of the diminution of the work.

The Minister of Public Works being then clothed with all the powers of the Commissioners to execute the contract, was certainly acting within the scope of his authority, and his decision did not in anywise contravene any of the provisions of the Statute relating to the Intercolonial Railway.

The distinction between work done under the contract and work done as extra not having been made in the monthly estimates forwarded to the Commissioners, it cannot be said that the matters in difference between the contractors and Commissioners were settled.

The fourth paragraph of the contract, it is true, gives them the right of deciding such matters in the following terms :—“ The contractor shall be subject to such deduction for any diminution of work, or entitled to such allowance for increased work (as the case may be), as the Commissioners may deem reasonable.”

Now, if the contractors had a right in such a case to the value of the extra work, and if the Government had a right to a diminution of price, it seems perfectly clear that there exists the obligation of measuring accurately the amount of increased work and the amount of diminution in order to get at the proper amount to be allowed to each party.

Without this information the Commissioners could not give their decision on this point, which, moreover, does not seem to have been settled by them. They ordered payments to be made on the monthly estimates of Grant, made, as I have already stated, without distinguishing the extra work from that done under the contract, but they never gave a decision as to the amount due for extra. I consider, therefore, that the 15th paragraph of the defence has not been proved.

Moreover, their powers having ceased on the 26th May, 1874, by the Statute above cited, and the works not being completed till the autumn of the same year, they cannot have been called upon to give a final decision on the matters in difference which took place after they had ceased to exercise their powers. By the same Statute, their powers having been transferred to the Minister of Public Works, it is for him to decide that which he was unable to do for want of sufficient information, as shown by his letter of the 14th December, 1875.

Although this letter contains a formal order, it is not in evidence that it was carried out.

The correspondence between the parties seems to have rested there when the present petition was brought before this Court.

It is true that by refusing the petition the Crown does not lose or gain any mode of defence which it previously had; but on the other hand the petitioners must also remain in the same position they retain whatever rights they had acquired in their relation with the Government in the execution of their contract.

The letter of the 14th December, 1875, admitting that sufficient measurements had not been made to establish the quantity of increased work or diminution of work, proves necessarily that without the fulfilment of this condition it is impossible to arrive at a final settlement.

The contention of the Crown, based on the want of a final certificate as alleged in their defence cannot be maintained, for the letter of the 14th December, 1875 is a formal waiver of this mode of defence, of which the Crown cannot now avail itself, except with the consent of the petitioners who acquired the benefit of this waiver the moment it was made.

I am therefore of opinion that there is no evidence to show that the Commissioners or the Minister of Public Works ever gave their decision on this part of the defence which relates to the extra work in question.

On the contrary, there is evidence that the Honorable the Minister of Public Works, before deciding the matter in difference, ordered a new measurement of these extra works. (Being persuaded, after a careful perusal of the evidence, that it is impossible to render justice to the parties without this measurement, I consider it my duty, reserving to myself the right of adjudging afterwards on the merits of the case, to order that this case be referred to the Registrar of this Court, to obtain such legal evidence as can be adduced by the parties for the purpose of getting the number and quantity of alterations of the location, and of the grade which either increased or diminished, as the case may be, the work under contract, and of ascertaining the value of such increase or diminution, and the balance which may be due to either party after these operations.)

Costs reserved.

OTTAWA, 19th December, 1878.

SIR,—I have the honor to refer to you herewith papers relative to the claim of Mr. S. D. Oakes, in connection with his contract, Section No. 19, Intercolonial Railway, comprising a copy of the judgment upon the case delivered by Judge Fournier, in the Exchequer Court. I have to request that the Department may be advised as to its competency to take this matter out of the hands of the court as requested by Mr. Oakes.

I have the honor to be, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy Minister of Justice.

DEPARTMENT OF PUBLIC WORKS.
19th December, 1878.

SIR,—I have to acknowledge receipt of your letter of the 9th instant, enclosing copy of caveat *in re* the petition of right of Mr. John R. Murray.

I am, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

JAMES G. FOSTER, Esq.,
Halifax, N. S.

OTTAWA, 26th December, 1878.

Upon the reference from the Department of Public Works with the papers relative to the claim of Mr. S. D. Oakes, in connection with the contract for section 19, Intercolonial Railway, I beg to report:—

The proceedings in the Exchequer Court, under the petition of right relating to the section referred to, were taken in the name of John R. Murray.

Mr. Oakes' name does not appear in the case, and his letter of the 9th instant to the Minister of Public Works is the only official intimation I have received that he has any interest in the suit.

I presume, before any money is paid to him, his right to receive the same will be duly ascertained.

The position of the matter at present is as follows:—

In the petition of right Mr. Murray claims a large sum as due under the contract and for extras.

The Crown's defence in effect was that under the terms of the contract the contractor was entitled to nothing except upon the certificate of the Intercolonial Railway Commissioners (now represented by the Minister of Public Works), and that he had been paid everything for which the Commissioners or the Minister had certified and that the balance payable to him had been ascertained by the Commissioners or Minister and paid.

The case was tried before Mr. Justice Fournier.

One of the terms of the contract was that the Engineer should be at liberty at any time to make any changes or alterations which he might deem expedient in the grades, lines of location of the railway, the width of cuttings or fillings, the dimensions or character of structures, or in any other thing connected with the works, whether or not such changes should increase or diminish the work to be done or the expense of doing the same, and that the contractor should not be entitled to any allowance by reason of such changes unless such changes consist in alterations in the grades or in the line of location, in which case the contractor should be subject to such deductions for any diminution of or entitled to such allowance for increase of work (as the case might be) as the Commissioners might deem reasonable, their decision being final in the matter.

The contract further provided that the price named therein (which was a lump sum of \$395,733) should be the full compensation for all the works embraced or contemplated in the contract; and that the contractor should not, upon any pretext whatever, be entitled by reason of any change to an any further sums for extra work or as damages or otherwise, except as provided by the clause referred to respecting the *change in the grade or line of location*.

Mr. Justice Fournier held that, as a matter of fact, changes had taken place in the grades and lines of location, which entitled the contractor to a decision by the Commissioners (or the Ministers as representing them) as to whether such changes subjected the contractor to a deduction for diminution of work, or entitled him to an allowance for increased work. He held further that, as a matter of fact, such decision had never been come to by the Commissioners or by the Minister.

That, therefore, it was impossible to say what amount (if any) the contractor was entitled to on account of these changes, and he referred it to the Registrar of the Court "to obtain such legal evidence as could be adduced by the parties for the purpose of getting the number and quantity of alterations of the location and of the grades which either increased or diminished (as the case might be) the work under contract, and of ascertaining the value of such increase or diminution and the balance which might be due to either party after these calculations were made."

The Registrar has not yet taken any proceedings under this order, and Mr. Oakes now asks that the Department of Public Works should do what the learned Judge has referred to be done by the Registrar of the Court.

I see no legal objection to the Department undertaking to settle the matter and to make the necessary measurements and calculations, &c.; but it should be done by the Department only upon the parties entering into an agreement to abide by the decision which may be come to, leaving nothing for the Court to do in the case except to make the necessary order or decree to carry out such agreement, and to decide upon the question of the costs of the legal proceedings.

Should the Minister of Public Works conclude to undertake the decision of the questions now referred to the Registrar, I recommend that this Department be so informed, in order that the necessary agreement may be prepared before anything further is done.

Papers returned.

I may mention here, although it has no direct connection with the particular question involved in the above report, that Mr. James G. Foster, of Halifax, in September, 1877, gave a notice to the Department of Public Works, to this Department, and, I believe, also to the Registrar of the Exchequer Court, stating that he was the duly appointed assignee, under the Insolvent Act of 1875, of the estate of Mr. John R. Murray, and that as such assignee, he was entitled to claim the proceeds (if any) which might be adjudged to Mr. Murray in "the suit;" and he cautioned the Government against paying over the amount, or any part thereof, to any person other than himself, as such assignee.

In case that it should be decided that anything is due to Mr. Murray in the suit, I recommend that no payment be made until the claim made by Mr. Foster is investigated and decided upon.

(Signed) Z. A. LASH,
Deputy Minister Justice.

OTTAWA, 30th December, 1878.

MURRAY vs. THE QUEEN.

As you are aware, all the legal points in this case, which has been in Court for over two years, have been decided in favor of the plaintiff, and it only remains now to take an account of what is due to the plaintiff.

The delay consequent on taking the accounts in the usual manner before the Registrar of the Exchequer Court would be disastrous to Mitchell and Oakes, the beneficial plaintiff, and others interested in receiving the moneys.

I have to request that the amount be ascertained by an arbitrator, to whom the accounts should be referred with instructions to make an award with the least possible delay. I beg leave to submit the name of either Hiram Duncan, Civil Engineer, New Glasgow, who has charge of the eastern extension, or of Henry Gray, Civil Engineer, Halifax, who have both been in the employ of the Dominion Government on the Intercolonial Railway.

I have the honor to be, Sir,
Your obedient servant,

(Signed) G. J. O'DOHERTY,
Solicitor for Plaintiff.

The Honorable Dr. TUPPER,
Minister of Public Works, Ottawa.

OTTAWA, 3rd January, 1878.

MURRAY vs. THE QUEEN.

DEAR SIR,—The witnesses for the plaintiff will be here in a couple of days when we intend to proceed with this case before the registrar.

In order to prevent delay, which may arise by reason of the absence of Engineers or others whom you may require as witnesses for the defence, I beg leave to request that you will not allow any of your intended witnesses over whom you have control to leave town till after their evidence is taken.

I have the honor to be, Sir,
Your most obedient servant,

(Signed) G. J. O'DOHERTY.

The Hon. C. TUPPER, M.D.,
Minister of Public Works.

OTTAWA, 8th January, 1879.

MURRAY vs. THE QUEEN.

SIR,—I beg leave to withdraw my letter of the 3rd instant, asking a reference to the Registrar, and to say that I agree to your proposal to substitute the name of Mr. Walter Shanly, C.E., for that of Mr. Stark, to whom my client objects.

I have the honor to be, Sir,
Your most obedient servant,

(Signed) G. J. O'DOHERTY.

The Hon. C. TUPPER, C.B., M.D.,
Minister of Public Works, Ottawa.

DEPARTMENT OF PUBLIC WORKS,
9th January, 1879.

If you consent, the Government will appoint you to examine accounts in Inter-colonial Railway case of Murray vs. The Queen, before the Exchequer Court.

(Signed) F. BRAUN,

Secretary.

WALTER SHANLY, Montreal.

OTTAWA, 10th January, 1878.

SIR,—Murray vs. The Queen.—Mr. Shanly having declined to act as referee in the matter, I beg to say the plaintiffs will accept your nomination of Mr. Samuel Keefer, C.E., instead of the Registrar.

I have the honor to be, Sir,
Your most obedient servant,

(Signed) G. J. O'DOHERTY,

Council for Plaintiffs.

The Hon. C. TUPPER, C.B., M.D., M.P.,
Minister of Public Works,
Ottawa.

In the Exchequer Court of Canada. Between John R. Murray and the Queen.

Whereas, by the interim judgment delivered by the Honorable Mr. Justice Fournier in this cause on the 22nd day of June, A.D. 1878, he directed a reference to the Registrar of the Exchequer Court for certain purposes.

And whereas, such reference has not been proceeded with, and the parties have agreed, instead of proceeding with such reference, to refer to Mr. Samuel Keefer, Civil Engineer, the whole claim made by the petitioners in this cause, in order that he may, as an arbitrator, investigate the same, and make his award thereon, declaring how much (if any) the petitioner is entitled to receive from Her Majesty in connection with the claim brought forward in the petition of right, or how much (if any) Her Majesty may be entitled to receive from the petitioner; the costs of the proceedings in the Exchequer Court to be taxed by the proper officer of that Court to the successful party, and the costs under this reference to be decided by the said arbitrator, who shall have power to allow to the successful party such sum for said last-mentioned costs as he shall deem proper.

And whereas, Her Majesty abandons all claim to the penalties mentioned in the contracts forming the subject of this action, and in Her Majesty's statement of defence for the non-completion of the works mentioned in said contract within the time therein mentioned for the same.

Now, it is agreed that petitioner's said claim in this cause be and is hereby referred to the said Samuel Keefer for the purpose and upon the terms aforesaid; the said Samuel Keefer, to commence proceedings under this reference within ten days from the date hereof, and to complete the reference with all due despatch, and make his award within two months from this date; it being agreed, that any one of the Judges of the said Exchequer Court may, on the application of either party, either before or after the expiration of said two months, or of any extended time, from time to time, extend the time for making such award, the award of the said arbitrator to be final; and that judgment may be entered into this cause for such amount (if any) as the said arbitrator shall find in favor of either party in like manner as if the parties had proceeded with said reference before said Registrar, and he had reported in favor of either of said parties.

Dated at Ottawa, this 23rd day of January, 1879.

(Signed) G. J. O'DOHERTY,
Counsel for Petitioner.

“ A. F. McINTYRE,
Counsel for the Crown.

(*Memorandum.*)

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 10th January, 1879.

Referring to Order in Council of the 9th inst., nominating Mr. Walter Shanly, C. E., to make an examination of accounts *in re* Murray vs. the Queen, being a claim in connection with the building of the Intercolonial Railway,—Mr. Shanly having declined to act, the undersigned recommends that the Order in Council as above be cancelled, and that he be authorized to nominate Mr. Samuel Keefer, C. E., for said service.

Respectfully submitted,
(Signed) CHARLES TUPPER,
Minister of Public Works.

DEPARTMENT OF PUBLIC WORKS,
11th January, 1879.

With your consent, the Government will appoint you to examine accounts in Intercolonial Railway case of Murray vs. the Queen before the Exchequer Court.

(Signed) F. BRAUN,
Secretary.

S. KEEFER,
Brockville.

No. 21.—Time 10.35 a.m.

(By Telegraph from Brockville, to F. Braun, Secretary Public Works.)

OTTAWA, January 13th, 1879.

I consent to serve the Government in the case of Murray and the Queen, before the Exchequer Court. Let me know when it comes up.

(Signed) SAMUEL KEEFER,
Collect.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 11th January, 1879.

On a memorandum dated 10th January 1879, from [the Hon. the Minister of Public Works, having reference to Order in Council of the 9th inst., nominating Mr. Walter Shanly, C.E., to make an examination of accounts *in re* Murray vs. the Queen, being a claim in connection with the building of the Intercolonial Railway.

The Minister states that Mr. Shanly having declined to act, recommends that the Order in Council as above be cancelled, and that he be authorized to nominate Mr. Samuel Keefer, C.E., for said service.

The Committee submit the above recommendation for Your Excellency's approval.

Certified.

(Signed) W. A. HIMSWORTH,
C. P. C.

DEPARTMENT OF PUBLIC WORKS,
14th January, 1879.

Please come soon as practicable.

(Signed) F. BRAUN,
Secretary.

SAMUEL KEEFER,
Brockville.

DEPARTMENT OF PUBLIC WORKS,
15th January, 1879.

SIR,—An Order in Council having issued, under date the 11th instant, appointing Mr. S. Keefer, C.E., to make an examination of accounts *in re* Murray vs. The Queen, Exchequer Court, I am to request you will be good enough to furnish me with instructions as to any further proceedings to be taken in connection with that appointment.

I am, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy-Minister of Justice,
Ottawa.

DEPARTMENT OF PUBLIC WORKS,
17th January, 1879.

SIR,—I have to inform you that an Order in Council has issued, under date 11th instant, appointin Mr. S. Keefer to make an examination of accounts *in re* Murray *vs.* The Queen.

I am, Sir,
Your obedient servant,

(Signed) F. BRAUN
Secretary.

S. FLEMING, Esq.,
Ottawa.

DEPARTMENT OF PUBLIC WORKS,
17th January, 1879.

SIR,—I have to inform you that an Order in Council has issued, under date the 11th instant, appointing Mr. S. Keefer to make an examination of accounts *in re* Murray *vs.* The Queen.

I am, Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

S. SCHREIBER, Esq.,
Engineer, Intercolonial Railway,
Ottawa.

DEPARTMENT OF JUSTICE,
OTTAWA, 18th January, 1879.

MURRAY *vs.* THE QUEEN.

MY DEAR SIR,—The enclosed agreement, referring to the award of Mr. S. Keefer the claim in this case is correct in form. The effect is as follows:—

1. The petitioner's whole claim is referred.
2. The Crown abandons any claim for penalties on account of delay in prosecuting the work.
3. The costs of the proceedings in Court are to abide the event; that is, the successful party gets them, and the costs of the reference are to be fixed by the arbitrator. If Council approves of the agreement an Order should be passed in the form of report enclosed.

Yours truly,

(Signed) Z. A. LASH.

The Hon. C. TUPPER.

(Memorandum.)

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 18th January, 1879.

I have the honor to report that after negotiation with the representatives of the petitioner in the petition of right case of John R. Murray vs. the Queen, the appended agreement referring the case to the award of Mr. S. Keefer, C.E., has been come to. I recommend that authority be given to the solicitors for Her Majesty in the case to make such agreement on Her behalf.

(Signed) CHARLES TUPPER,
Minister of Public Works.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 18th January, 1879.

On a report dated 18th January, 1879, from the Honorable the Minister of Public Works, stating that after negotiations with the representatives of the petitioner in the petition of right case of John R. Murray vs. the Queen, the appended agreement referring the case to the award of Mr. S. Keefer, C.E., has been come to, and recommending that authority be given to the solicitors for Her Majesty in the case to make such arrangement in Her behalf.

The Committee advise that authority be granted as recommended.

Certified.

(Signed) W. A. HIMSWORTH,
C. P. C.

To the Honorable
The Minister of Public Works.

DEPARTMENT OF PUBLIC WORKS,
21st January, 1879.

MURRAY vs. THE QUEEN.

SIR,—I beg to refer to you for advice and opinion, the enclosed letter of Messrs. O'Connor & O'Doherty, asking that an advance of five hundred dollars be made Messrs. Mitchell and Oakes, the beneficial plaintiffs in the above case, out of the amount to be paid them.

I am Sir,
Your obedient servant,

(Signed) F. BRAUN,
Secretary.

Z. A. LASH, Esq.,
Deputy Minister of Justice, Ottawa.

DEPARTMENT OF JUSTICE,
OTTAWA, 22nd January, 1879.

SIR,—Referring to your letter of yesterday, asking for opinion and advice upon the application made on behalf of Messrs. Mitchell & Oakes, for an advance of \$500 on account of moneys which they claim to be due in the petition of right case, *Murray vs. The Queen*, I am directed by the Minister of Justice to say that he does not know what opinion or advice can be given by this Department upon the application other than that if the Minister of Public Works is of the opinion that the parties will ultimately be entitled to the sum asked for or more, it would seem fair, under the circumstances, to advance it to them now.

The Minister desires me to say that, although the names of Messrs. Mitchell & Oakes do not appear in the case, yet he is aware that they have authority to receive the money, to the amount asked for at least.

I am, Sir,
Your obedient servant,

(Signed) Z. A. LASH,
Deputy Minister of Justice.

F. BRAUN, Esq.,
Secretary, Public Works.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th January, 1879.

On the recommendation of the Honorable the Minister of Public Works, the Committee advise that the sum of \$650 be paid to John R. Murray, plaintiff in the case of *Murray vs. The Queen*, a Petition of Right, on account of moneys he claims to be due to him by the Government, the same to be deducted from the amount that may be awarded him by the Referee, Mr. Samuel Keefer, C.E.

Certified.

(Signed) W. A. HIMSWORTH,
Clerk, Privy Council.

The Honorable
The Minister of Public Works.

PUBLIC WORKS DEPARTMENT,
6th March, 1879.

SIR,—Will you please instruct the proper officer to furnish me with a detailed statement of all the moneys paid to the contractors, Messrs. Boggs & Murray, or to their men, on account of their contract for Section 19 of the Intercolonial Railway.

Your obedient servant,

(Signed) SAMUEL KEEFER,
Arbitrator.

F. BRAUN, Esq.,
Secretary, Public Works

 IN THE EXCHEQUER COURT OF CANADA.

 IN THE MATTER OF THE PETITION OF RIGHT OF JOHN R. MURRAY.

Particulars of Extras of Suppliant's Claim.

No. 4.—15,194 cubic yards of earth, at 30c. per yard	\$4,558 20
No. 5.—13,335 " " rock, at \$1.25 "	16,668 75
No. 5.—11,061 " " " 2.00 "	22,122 00
No. 7.—916 " " " between Stations 509 and 520, at \$4 per yard.....	3,664 00
No. 8.—1,528 cubic yards of rock between Stations 453 and 465, at \$4 per yard	6,112 00
The two last-mentioned items were taken up, bottoms, no face and very wet.	
No. 14.—2,779 yards of crib-wharfing, at \$2.50 per yard	6,947 50
No. 12.—5,178 " rip-rap, at \$1.50 per yard	7,767 00
No. 15.—3,200 " first-class masonry, changed from second to first-class, at \$7 per yard.....	22,400 00
No. 18.—4,715 yards of excavation and foundation, at \$1 per yard.....	4,715 00
No. 23.—To blasting and removing rock from Stations 453 to to 465, 12,018 cubic yards, at \$1.25	15,022 50
This work was ordered by the Engineer in consequence of the cut filling up with snow; afterwards the order was countermanded by Mr. Fleming or by Mr. Schreiber. This was partly paid for as the work progressed, but afterwards deducted from our warrant.	
No. 24.—Damage sustained and cost of work in taking and hauling and afterwards disposing of stone at and from Diorite Quarry, in 1872, which stone was afterwards con- demned by Government Inspector, and could not be used, as follows:—	
Paid Chessie's land damage	75 00
Scowing stone; labor, 18 days at \$1.40; for 6 days, at \$2.50; team and scow, 6 days, at \$7.....	82 20
Hauling stone from scow landing	20 00
Hauling stone by teams from quarry, 9 teams for 5 weeks—270 days, at \$4.....	1,080 00
Loading stone for teams, 120 days, at \$1.50.....	180 00
Removing stone from culverts.....	200 00
No. 25.—To cash paid D. Fraser for burrow pit at Mitchell's house	200 00
To labor on station grounds opposite Station 506, as per Engineer's orders.....	92 00
No. 27.—To over-haul from Station 516 to 495, earth, cubic yards, 14,996; add 30 per cent, for soft bottom, 4,498; add ten per cent for sub-siding, 1,499; cubic yards 20,993, at 28c.....	4,198 60
We are entitled to borrow pit according to contract when the maximum haul exceeds 1,600 feet; and as no such borrow pit was provided for this portion of the bank, we had to haul as above stated.	

No. 28.—To piling protection to Fraser's Flat, and embankment, Station 485 : 6,000 feet piling, at 40c., \$2,400 ; 600 feet King piles, at 50c., \$300 ; 1,200 feet waling, at 40c., \$480 ; 900 feet cross-bracing, at 40c., \$360 ; 840 lbs. wrought-iron bolts, at 10c., \$84 ; 506 cubic yards earth excavation per plan, at 30c., \$151.80 ; 2,700 cubic yards rock put on as rip-rap, at \$1.50, \$4,050	7,825 00
No. 29.—To road (highway) division at Station 114, 812 cubic yards rock, at 150.....	1,218 00
No. 32.—To building crib-wharfing between Stations 248 and 253, 500 cubic yards, at \$2.50, which work was made necessary by change of location of line at this place, and which was afterwards washed away (not included in 1st page)	1,250 00
The crib-wharfing in above item was lost in consequence of a point of rock on the opposite side of the Metapediac River (opposite Station 254 ; ice)	
We often applied to the Engineer to have it removed, and told him it was impossible for our crib wharfing to stand the ice which comes down in fall and spring ; he said he applied to get it done, but could not ; but as soon as the section was completed, the Government put on men and had it removed for the protection of the crib-wharfing.	
No. 34.—To fencing station ground with a better class of fence, and also removing fence up the line after being built by Mr. Schreiber's orders ; he said it was too close to the line, but, owing to the river, there was no other place to put it. We had to pay Fraser a higher price because of the superior fence around station ground.....	60 00
No. 35.—To extra expense in sloping rock-cut between Stations 453 and 465 on 5,000 cubic yards, at \$1.00.....	5,000 00
These slopes were taken out at $\frac{1}{4}$ to 1 slope, and when the cut was nearly completed we were compelled to take four feet more slope off at great disadvantage. We had to use scaling ladders, and suspend staging by ropes, &c.	
No. 36.—To loss sustained in not getting a borrow pit between Stations 480 and 506 ; the work was kept back for over twelve months for the want of it. We could not get Mr. Bell or Mr. Grant to agree with Mr. Daniel Fraser, the owner of the land. When Mr. Bridges came on the section he gave orders that we should have the borrow pit, but even then we had to make a private bargain with Fraser for the land. Our loss at the lowest was.....	2,000 00
No. 37.—To soft bottom, not included in cross-section because of change of location. Earth borrowed from Metapediac River of which engineers took no account ; Station 410 to 420 ; Station 495 to 502 ; 148 to 170,—19,500 cubic yards, at 30c.	5,850 00
No. 38.—To loss sustained in not receiving payments on warrants promptly in the years 1873 and 1874. At one time Mr. Murray, of our firm, had to travel from Metapediac to St. Andrews, N.B., thence to Halifax, and thence to Ottawa, where he received a supplementary warrant. Owing to non-payment the men would not work, and did as they pleased ; a great many left altogether. This matter was brought to the notice of the Engineer at the time. Our loss was about five thousand dollars.....	5,000 00

 \$144,308 55

3,428 cubic yards crib wharfing from Station 247 to 252, at \$2.50 per yard, (omitted in original statement.).....	8,570 00
	<hr/> \$152,878 55
Road diversion 1,200 feet, Station 460 omitted in above bill....	1,500 00
	<hr/> \$154,378 55

DEPARTMENT OF JUSTICE,
OTTAWA, March 19th, 1879.

SIR,—As requested, I have prepared a draft form of award in blank in the case of Murray vs. the Queen, and now send the same to you.

The time for making the award, as you no doubt know, will expire on the 22nd inst., and if your award is not made on or before that date, an application should be made to extend the time for making the award.

I am, Sir,
Your obedient servant,

(Signed) Z. A. LASH, D. M. J.

SAMUEL KEEFER, Esq.,
Department of Public Works

In the Exchequer Court of Canada, between John R. Murray and the Queen.

To all to whom these presents shall come.

I, SAMUEL KEEFER, Civil Engineer, send greeting:—

Whereas, on the twenty-third day of January, A. D. 1879, the whole claim made by the petitioner in this cause was referred to me as arbitrator to investigate the same and make my award thereon, declaring how much (if any) the petitioner is entitled to receive from Her Majesty in connection with the claim brought forward in the petition of Right, or how much (if any) Her Majesty may be entitled to receive from the petitioner, the costs in the proceedings in the Exchequer Court to be taxed by the proper officer of that Court to the successful party, and the costs under this reference to be decided by me, who was given power to allow to the successful party such sum for said last-mentioned costs as I should deem proper;

And whereas, by the agreement of reference, Her Majesty abandoned all claim to the penalties mentioned in the contracts forming the subject of this action and in Her Majesty's statement of defence for the non-completion of the works mentioned in the contract within the time therein mentioned for the same;

And whereas, I, as such arbitrator, was to commence proceedings under the reference within ten days from the date thereof, and to complete the reference with all due despatch and make my award within two months from the date of such reference, power being given to any one of the Judges of the said Exchequer Court to extend the time for making such award: And whereas, having taken upon myself the burden of said reference and duly proceeded therewith, and having investigated the whole claim made by the petitioner in their cause, I do hereby make my award thereon, and I declare:—

1. That there was rightly due to Messrs. Boggs & Murray for work performed by them under their contract for Section 19 of the Intercolonial Railway, dated 2nd August, 1871, and executed under the orders and superintendence of the Government Engineers in charge thereof, the sum of

at the time the work under their contract was accepted and taken off their hands in the spring of 1875.

2. In my opinion the petitioner is entitled to interest on the above named sum at the rate of six per cent per annum, and I think it should be paid by Her Majesty from the month of _____ A.D. 1875, until such sum be paid, and in so far as I may have power to award payment of interest against Her Majesty, I award the same.

3. I award the said sum of _____

(together with interest thereon, in so far as I have power to award the same) to be paid to the petitioner in this cause.

4. I decide that the costs of the said reference and this award are to be paid to the petitioner by Her Majesty, and I allow to the said petitioner for said costs the sum of _____

In witness thereof, I have hereunto set my hand this _____ day of _____, A.D. 1879, at the said City of Ottawa.
Signed, published and declared in the presence of _____

In the Exchequer Court of Canada, between John R. Murray and the Queen.

To all to whom these presents shall come.

I, SAMUEL KEEFER, Civil Engineer of Brockville, Ontario, send greeting:

Whereas, on the twenty-third day of January, A.D., 1879, the whole claim made by the petitioner in this cause was referred to me as an arbitrator, to investigate the same and make my award thereon, declaring how much (if any) the petitioner is entitled to receive from Her Majesty, in connection with the claim brought forward in the petition of Right, or how much (if any) Her Majesty may be entitled to receive from the petitioner, the costs in the proceedings in the Exchequer Court to be taxed by the proper officer of that court to the successful party, and the costs under this reference to be decided by me, who was given power to allow to the successful party such sum for said last-mentioned costs as I should deem proper.

And whereas, by the agreement of reference, Her Majesty abandoned all claim to the penalties mentioned in the contracts forming the subject of this action and in Her Majesty's statement of defence for the non-completion of the works mentioned in the contracts within the time therein mentioned for the the same;

And whereas, I, as such arbitrator, was to commence proceedings under the reference within ten days from the date thereof, and to complete the reference with all due despatch, and make my award within two months from the date of such reference, power being given to any one of the judges of the said Exchequer Court to extend the time for making such award;

And whereas, having taken upon myself the burden of said reference, and duly proceeded therewith, and having investigated the whole claim made by the petitioner in this cause, I do hereby make my award thereon, and I declare:

1. That there was rightly due to Messrs. Boggs & Murray, for works performed by them under their contract for Section 19 of the Intercolonial Railway, dated 2nd August, 1871, and executed under the orders and superintendence of the Government Engineers in charge thereof, the sum of seventy-nine thousand and nine hundred dollars (\$79,900) at the time the work under their contract was accepted and taken off their hands in the spring of 1875.

2. In my opinion, the petitioner is entitled to interest on the above-named sum, at the rate of six per cent. per annum, and I think it should be paid by Her Majesty from the month of April, A.D. 1875, until such sum be paid, and in so far as I may have power to award payment of interest against Her Majesty, I award the same.

3. I award the said sum of seventy-nine thousand and nine hundred dollars together with interest thereon, in so far as I have power to award the same, to be paid to the petitioner in this cause.

4. I decide that the costs of the said reference and this award are to be paid to the petitioner by Her Majesty, and I allow to the said petitioner, for said costs, the sum of eight hundred and seventy-seven dollars (\$877).

In witness whereof, I have hereunto set my hand, this twenty-first day of March, A.D. 1879, at the said City of Ottawa.

Signed, published, and declared, in presence of (Signed) GEORGE A. KEEFER.	}	(Signed) SAMUEL KEEFER, <i>Arbitrator.</i>
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MURRAY vs. QUEEN.

DEPARTMENT OF JUSTICE,
OTTAWA, March 20th, 1879.

SIR,—The Minister of Justice directs me to say that he thinks \$500 would be a very liberal sum to allow for the suppliant's costs in connection with the arbitration proceedings—Murray vs. The Queen.

I have the honor to be, Sir,
Your obedient servant,

(Signed) Z. A. LASH,
D. M. J.

S. KEEFER, Esq., M.J., C.E.,
Ottawa.

A.

MURRAY vs. THE QUEEN.

EVIDENCE BEFORE THE ARBITRATOR.

OTTAWA, Friday, January 31st, 1879.

James Odell, C.E.—Relating to statements 1, 2, 3, Counsel for both parties being present at the examination.

S. KEEFER.

Reported by A. & Geo. C. Holland, Ottawa.

JAMES ODELL called and sworn was examined as follows :—

Q. You are the James O'dell who was examined on the trial of the cause of Murray against the Queen before Judge Fournier some time ago, in reference to section nineteen of the Intercolonial Railway?—I am.

Q. You have been a Civil Engineer for a great many years, I believe?—I have.

Q. You made the measurements of the work done on section nineteen of the Intercolonial Railway; did you not?—I did.

Q. In addition to the evidence you have already given, will you please state what you did from station to station, and give the quantities as you found them, showing the increase in the work and diminution, as compared with the bill of works and your works?—That is all contained in the statement which I now produce as plaintiff's Exhibit No. 1, filed before the arbitrator.

Q. Will you please tell us what you mean by this paper?—The items there are just taken from the return that I made at the time of the trial, and it shows where the line has been altered. Those alterations I ascertained from a section which I was shown in Mr. Bell's office, I believe. He was the person who showed it to me there, and from that I took all those items in my own return.

Q. From the bill of works?—From the bill of works and my own measurement, also.

Q. Who was Mr. Bell?—An Engineer, I believe; I do not know anything about him, except that he was in charge of the office where I saw that section.

Q. Then you made measurements from station to station where there was a change of grade or change of location?—I did not make any second measurements; those are the same measurements that I made when I measured the whole of the work.

Q. This is a statement of the work you then did?—Yes.

Q. This is intended to show more particularly what you did?—Yes; I do not think there was any return handed in before of the measurements from station to station.

Q. This is intended to show in detail your work; is it not?—Yes.

Q. Will you tell us what you find by that paper to be the increase of each kind of work, striking a balance after, allowing for any diminution there may be?—After deducting diminutions from the increase, it shows rock, 26,812 cubic yards; earth, 1,390. Those are both excavation. I made an estimate also of the embankment; the total embankment is 297,106; the excavation is 283,202; leaving the excess 13,804 yards of embankment beyond the bill of works. This is merely the excavation and embankment. Rip-rap, 6,800 by the bill of works, I make it 11,987, leaving a balance of 5,187; crib wharfing I make an increase of 6,207.

By the Arbitrator:—

Q. Give us the comparative quantities?—The bill of works shows 40,000; my measurement shows 46,207.

Q. On looking over your former evidence, do you find that there is anything you have omitted? Will you explain your evidence on page 9,152?—There will be found a discrepancy between the return I made in my evidence for the earthwork. In deducting the quantity by the bill of works from my measurement. I had taken on the bill of works what is called the abstract. The abstract shows 57,500 as the total rock excavation, and that is what I took, whereas the total quantity by the cross sections is 55,300. Then, these two items of 1,200 yards and 1,000 are added; I had deducted this from my cross-sections, so I had charged the contractors with 1,000 yards here that I should have given them credit for. I did not measure the excavations for foundations, but in my return I had 81,014 for the excavation by cross-sections, and 367 for drains.

Q. Then you took 57,500 instead of 55,300 for the rock excavation?—Yes.

Q. Which made the amount which you should have allowed as the increased rock work—how much?—Twenty-three thousand three hundred and eighty-one (23,381); in that I made a mistake in subtraction. The figures there should have been 23,881, I made a mistake of 500 yards there in the subtraction. I am speaking of the mistake I made in my evidence before. The correct amount of rock is 24,881.

Q. Is that increase?—Yes, that is in the cross-sections of the whole line; now the difference as shown by this last sheet is greater than that 24,000, because there were some portions where there were no alterations where the bill of work was reduced more than my measurements. My measurements had been less than theirs, and some places there was rock where there was no alteration.

Q. I think there is another discrepancy in your evidence with regard to the crib-wharfing?—Yes; to explain that I must state I had measured the crib-wharfing the autumn previous to my measuring the whole work for the contractors. That work was done to settle a question between the contractors and sub-contractors; I measured the whole of the crib-wharfing, but there was one piece of it which the sub-contractor

told me had not been done by himself, therefore I made no return to him for it. When I came to measure for Mr. Mitchell, he told me that he was satisfied with that measurement and I need not remeasure it. Instead of taking my notebook for the figures I just took my return to the contractor wherein I had omitted 530 feet of crib-wharfing. It was simply an omission on my part.

Q. How much should the amount have been?—It should have been 3,428 cubic yards, making the total 46,207, instead of 42,779.

By the Arbitrator :—

Q. Are the dimensions of that 3,428 yards given in your returns?—I think not ; that is the result of my calculations.

Q. What is the difference on the whole line ; not alluding specially to the changes of grade or location ? What excess of earthwork did you find on the whole line that was built by Mitchell and Oakes, over and above what is laid down in the bill of works ?

(Objected to on the ground that the contractors would be only entitled to receive the excess occasioned by the change of grade and location..)

Objection resumed.

A. On the whole of the line there was an excess of earth excavation amounting to 28,728 yards. I found on the change of location an increase of 1,390 yards of excavation, and the excess of embankment 13,804.

Q. Would you know where it was on the profile?—I do not think I should.

Q. Look at Station 253 on your paper, or in that vicinity?—There is an increase from 245 to 277.

Q. How long were you engaged first on the ground measuring this work ; I suppose part of it was done on the ground and part in the office?—Yes.

Q. How long were you actually at work in the field making this measurement?—I cannot positively remember that now ; I have stated it in my evidence already. I think it was somewhere about six or eight days, but I could not be positive.

Q. That was the last time you were there?—Yes.

Q. How many days were you occupied when you measured the first part of the work, the crib-wharfing and rip-rap?—As well as I can speak from memory, I think it was five days.

Q. Tell us how many days you worked making up your papers afterwards so as to complete your measurements?—During the time I was measuring the earthwork, I simply measured the excavation ; I measured no embankments at all.

Q. How did you get at the quantities in the embankments?—I calculated them from the cross-sections.

Q. How many days were you engaged altogether in doing the whole of this work—how many days afterwards?—To the best of my recollection I was seventy-six days altogether at the earthwork, but I cannot speak from recollection how long it took me to make the calculation for the crib-wharfing and rip-rap.

Q. Will you explain how many hours a day you worked at it?—I generally went out at seven o'clock in the morning and worked as late as I could see,

Q. I believe you pushed through very fast?—Yes ; because the contractors told me they wished to have the matter brought up that summer, and I pushed it through as fast as I could.

Q. So you did about two days work in one?—Pretty nearly ; in the calculations I worked from eight in the morning till eleven at night.

Q. How much were you paid for that work by Mitchell & Oakes?—They paid me six dollars a day.

Q. What was your total bill in connection with that work?—That I cannot state from memory, because in addition to that, there was crib-wharfing and rip-rap, and I have no memorandum of that.

Q. In what employ are you at present?—None at all.

Q. Lately, in what employ?—Just before I left home I was engaged in some work for the Local Government.

Cross-examined :—

Q. With the exception of having seen this plan of Mr. Bell's, you had no further opportunity of discovering the changes?—No; I never was on the work at all until I went there to measure it.

Q. You never have been on the line since giving your testimony in this case?—Never; except passing over it on the train.

Q. But never with a view to measuring it?—No.

Q. The measurements which you produce to-day have been made up upon the basis on which you made your former measurement, which you gave in evidence at the trial?—Yes; the statement is made from the same measurement.

Q. Do you think it would have been possible for you to have cross-sectioned the cuttings after the earth was taken out, and arrived at any satisfactory conclusion?—Yes; the cuttings were in a condition that they could be measured, with the exception of the centre heights, and those I had from the original cross-sections of the work furnished by Mr. Grant; that enabled me to obtain the centre heights, and then I measured the sides of the slopes.

Q. Do you assume that Mr. Grant's cross-sections are correct?—I have no reason to doubt that at all.

Q. So it was on that assumption you made your measurements?—Yes; I plotted my cross-sections on the original levels where there was any difference between them.

Q. In making your estimate of the crib-wharfing, a large amount of it must have been done by guess work?—No; I measured it all; I could not, of course, measure the rear side of it; I assumed it was as on the tracing; I excavated where it was necessary and measured the width on top and the depth.

Q. Will you just give us the way in which you arrived at an estimate of the crib-wharfing?—I measured the width on top with a tape-line, and then the distance from the edge of the top down to the foot of the slope of the crib-wharfing with the tape-line, and measured the height with the level.

By the Arbitrator :—

Q. You excavated to get the width of that crib-wharfing on top?—Yes.

Q. How did you get to the rear part of it?—I assumed from the tracing furnished me by the Arbitrator that it was perpendicular.

Q. Then, of course, you were obliged to assume the plan with reference to that?—Yes; I was furnished with a tracing of it.

Q. All that you could measure was what you could see?—Yes; I was governed by exhibit "O" as to the rest of it.

Examined by the Arbitrator :—

Q. You have the notes of the figures in Exhibit No. 1 at home, I suppose?—Yes.

Q. What means did you take of verifying your calculations?—I had the assistance of some one to check my calculations.

Q. I see the total quantity of excavation here; does that include the sinkage of embankments?—Yes; I have allowed twelve and a-half per cent. on the whole in the embankments.

Q. Is it included in this 297,106 feet?—Yes; I calculated the cross-sections according to drawings furnished to me, and to that amount I added twelve and a-half per cent. to make up shrinkage.

Q. What was the nature of this material generally on which you allowed twelve and a-half per cent. for shrinkage?—The material was good ordinary earth. There was some gravelly soil among it.

Q. Was it earth that you could shovel without picking it?—I should think most of it could be shovelled.

Q. That would sink more than 12½ per cent., would it not?—In some places the bottom appeared to me to be soft, so I concluded to give 12½ per cent.

Q. Then you allowed sinkage and shrinkage?—Yes; I allowed twelve and a-half per cent. for sinkage and shrinkage on the whole work.

Re-examined:—

Q. Do you know anything about the soft bottoms, one of which was opposite Mr. Mitchell's house?—No; I had never seen the work when it was in progress at all.

Re-cross examined:—

Q. Add the time you were making the measurements on the work; did you take any account of the difference that was occasioned by the change of line or location?—No; I just measured the work as I found it.

Q. And you did not take any account of the excess or diminution which was occasioned by the change of line?—There were two places Mr. Mitchell pointed out to me where the line had been changed, but of my own knowledge I did not know anything of it. I just took the work as I found it.

Q. You estimated the total work that had been done in connection with that particular section? Yes; with the exception of the masonry or foundations because I could not get at the foundations to measure them.

Examined by the Arbitrator:—

Q. Here is a particular account of the difference where changes were made, but you have not given the gross amount of the whole?—In my evidence before the court I did. I now produce a summary of the whole cross-sections of the work marked "No. 2."

Q. Do I understand this to be the whole line including the places where the alterations are?—Yes; including everything contained in the cross-sections.

Q. Does it correspond with the evidence you formerly gave?—I believe it does. I intended that it should when I read off the items. That is the statement I read them from. I also hand in another statement marked "No. 3." This paper shows the details of calculations of miscellaneous work.

Q. Which end of the work does Statement No. 2 begin at?—The New Brunswick end coming down the Metapediac.

Q. Those omissions you speak of are not in those statements?—No; I have given you all the information I possess, except the calculations of cross-sections.

Q. Do you consider that you could have done that work at all without the cross-sections that were furnished you by the Engineer of the Department?—No.

Q. Nobody could have done it?—No; because I could not have got the centre heights. I said at once, when they proposed that I should measure it, it was impossible for me to do it without the original cross-sections.

Q. Did you find them quite correct as far as you examined them?—Yes; I believe they were quite correct. Mr. Grant told me that they were not the original cross-sections as taken when the work was let.

Q. Don't you think in that case, that Mr. Grant, as the Engineer of the Department ought to have been in a position to make those measurements more correctly than anyone else?—Certainly.

Re-examined:---

Q. Could he measure them any more correctly when you had the cross-sections to go by, than you did?—He could, because he was more familiar with the work, and knew the ground before the cross-sections had been excavated—at least, if it were my own case I should consider it so.

And further deponent saith not.

(Signed) GEORGE C. HOLLAND,

Stenographer.

OTTAWA, 19th February, 1879.

Murray vs. The Queen—Before Arbitrator Mr. S. Keefer.

PETER GRANT, called and sworn, was examined as follows :—

By the Arbitrator :—

Q. I learn from the evidence as given by you at the trial that you were the Engineer in charge of Section 19, from the beginning to the end, and that you are responsible for all the measurements for the progress and final estimate. Now, I want to ask you if the levels that were taken, that I see here in the minutes, and on the plans and profiles, are they your levels or your predecessor's?—First of all the levels were from the bench marks of Robert Shanly, and after the change of the assignment, I established bench marks on telegraph posts or stumps, or anything that would not be shifted by the working on the road.

Q. Did you verify those levels?—I did, and I sent an assistant as soon as I could get one. I think it was Mr. Cadman to verify them.

Q. Then you satisfied yourself that they were correct?—I did.

Q. Did you do the same thing with regard to the rock excavation when it was stripped?—We took an extra cross-section where it did not exactly agree with the test-pits, but as a rule, with one exception, we found the test-pits correct.

Q. Did you make up your quantity of rock and earth excavation from these subsequent levels?—Yes.

Q. Where are those detailed measurements?—They ought to be in the box you have; I could not find them at the time this trial was going on; the papers got mixed up in the room upstairs when Mr. Schreiber's clerks opened the box.

Q. Would it be possible for you now, from the sections of either side, without the middle levels to come at the approximate quantity of rock?—Certainly; we could not get these new sections at the time the trial was going on; they were mislaid at the time, but I found them when the Court was over.

Q. You have returned the quantity of rock and earth excavation in that final report of yours?—Yes.

Q. Can you give me any of the details from which that was taken?—They ought to be here.

Q. Have you any private memorandum of it yourself?—I have not; the original ones occupied a book of about an inch and a half thick of folio paper, and when a change of location took place I interleaved and pasted in a piece of white paper among the blue showing the station where the diversion started from.

Q. Can you show me amongst the papers that are here the original plan of Section 19?—Yes; Exhibit No. 4 is the original; and plan No. 5 is the finished work. Exhibit No. 6 is the original plan showing all the changes that were made.

Q. It does not show where the crib-wharfing is?—No.

Q. Will you undertake to say that the tracing Exhibit No. 7 is a true copy of the original?—Yes.

Q. Between Stations 256 and 269 I see there is a discrepancy between your measurements and the measurements of Mr. Odell; I want you to show in what that difference consists?—About 1,100 feet.

Q. You have made it in your return 1,020 feet; Mr. Odell makes it 1,030 feet; whereas by that plan it appears to be 1,300 feet?—It is 1,100 feet.

Q. Take Stations 305 and 317; what is the difference then?—It shows 1,350 feet, and three culverts come in and create a blank in the crib-wharfing.

Q. You have returned only 1,050 for that?—There would be the rip-rap in each end, and the blank for the three culverts.

Q. That difference ought to be accounted for in the rip-rap?—Yes.

Q. I want to know now if you measured the length of all that yourself on the ground?—I did; it was almost the last thing I did.

Q. I observe in your evidence before you have stated that every piece of crib-wharfing that was put down was measured by you when it was put down?—Yes.

Q. Where are the measurements of that?—I could not say; I don't think they were preserved, not that I remember of; the ones that were made before the work was completed were preserved.

Q. There is no possibility of measuring it now that it is covered up?—None, whatever.

Q. It is partly covered by the embankment; is it not?—Yes.

Q. Would any person going on there after it was finished be able to find it all?—No.

Q. I mean to say as regards the length?—With one exception, it would be as easy to measure it to-day as then except where the water covers it.

Q. You could get the length and height?—Yes.

Q. But not the average breadth?—No.

Q. You could get the breadth at the top, but not at the bottom?—No; the area of the different sections of the crib-work varies very much—from 100 to 300 square feet.

Q. Did you assume that area, or did you take the actual quantities?—We added the various areas together, and divided the amount by the number to arrive in the usual manner at the average area.

Q. Was the total quantity made up from that average area, or was it made up from the actual measurement of each piece in detail?—It was from each piece in detail.

Q. I understand you to say that the total quantity was made up from the separate pieces being measured, and not from the average of the whole?—Mr. Marcus Smith and myself struck an average area of 134 feet before the work was let, and it turns out to be 140 feet now. If I remember aright, 134 feet was the estimate on which the work was let.

Q. Which is most to be relied upon, the traced plan, or the section upon which you have marked the length of the crib-wharfing at the two places mentioned, as they do not agree; which should I take?—I think the traced plan should be taken as correct, for these were for my own information; then the statement I put in figures was from my own actual measurements.

Q. From whence came the stone that that crib wharfing and rip-rap were filled with?—Mostly from rock cuttings, with the exception, in which case the principal part of it was taken from the bottom of the river. It was very difficult to get out of the gravel anywhere within a mile.

Q. Could you arrive at the proportion of it that came from the rock cuttings?—One-third of the aggregate of the rip-rap and crib-wharfing did not come from the rock cuttings; it came from the bed of the river and elsewhere.

Q. Did all the earth and all the rock that were in the cuttings go into the embankment, or was there a part of the rock that did not go into the crib wharfing and rip-rap?—Every available piece was put into the rip-rap and taken care of.

Q. I want to know if any of the earth was wasted or spoiled?—Yes; in one or two cases there was a large quantity spoiled.

Q. Where?—There was one at Carris Brook, where a large quantity was spoiled.

Q. There was some quicksand spoiled; was there not?—Yes; that was the other place.

Q. You did not put the quicksand into the embankment?—No, there was considerable of spoiled bank there.

Q. Could you give me the quantity that was spoiled in those two places?—I think it is in the return, Exhibit B, F. After examining the return, I find it is not in it.

Q. In making out the quantity of excavation you paid for, you should take into account what was wasted?—We had to waste that, because it was beyond the regulation haul of 1,600 feet, and we could not ask the contractors to take that and use it for the purpose of embankment; the upper cut was always intended to be wasted.

Q. What do you call "the upper cut"?—Carris Brook.

Q. But the quicksand was not intended to be wasted?—No.

Q. I want to know if, in making up the quantities, you made allowance for that? Yes; in the sand cut at Station 144 there was spoiled 6,090 yards.

Q. Was there any other place where earth was spoiled?—No; just two places.

Q. What is the other place?—Carres Brook.

Q. Could you not tell the quantity spoiled then?—There must have been over 5,000 yards—just as much as there was in the other one.

Q. Was there any rock spoiled?—No; it was all put into the bank. There was one place at the bridge it was taken across the river in the winter on the ice.

Q. In the original bills of works there is a certain percentage allowed for shrinkage; did you allow the same percentage in the revised bill?—Yes; and made it up on the same form in the balance total sheet. It was the only way we could arrive at the amount spoiled.

Q. You have not got that balance-sheet; have you?—It should be amongst the returns.

Q. Your Exhibit "B F" only gives the results; it does not give the calculations?—No; they were taken good care of and sent here, whatever has become of them. I tried hard to get them at the former trial, but failed to do so.

Q. Could you, from that section of the completed work, show the gross quantities of cuts and fills in each place?—Yes; they are all marked.

Q. Exhibit eight is the calculations corresponding with the finished section?—These sections correspond with the original levels and were made after the alterations were made.

Q. These also show the places where there was crib-wharfing; do they not?—Yes.

Q. Have you got the areas of the embankments and cuttings as they are marked here?—They ought to be in detail in the office. The pencil line on Exhibit eight is not my own work; it was drawn by Mr. Bell or Schreiber as the assumed boundary of crib-work. The test-pit at Station 515 is erroneous; instead of all being earth, about halfway down was rock.

Q. Can you tell me if your calculations were made on the assumption of those sections?—Only the first one; the revised quantities were made on actual measurements.

Q. What proportion of the stone that went to form the rip-rap and crib-wharfing was taken out of the bed of the river?—About one-third was taken out of the bed of the river and two-thirds of it came from the rock excavation.

Q. Do you know anything about Mr. Odell's miscellaneous works that he returns; I have the statement here?—I do; from hearsay only.

Q. I see, from his return, excavations on the river bank, 148 yards; excavation, road crossing inlets to culverts, 560 yards; back for road crossing, 560 yards. Look at those quantities. I want to know what was done with that material; did it go into the embankments?—I think the most of it was used in making farm crossings.

Q. They did not go to form embankments, then?—No; not in that case.

Q. Then, there is a borrow-pit (ditch-right) 900 yards; there is no occasion to deduct that from the embankment?—No.

Q. Then, here is another, 1,390 yards, at the hill opposite Station 356?—That was made a borrow-pit of and put into the embankment.

Q. At Station 371, I see there are 1,219 yards; what became of that?—The two quantities at Stations 356 and 371 went into the embankment. The first was 1,390 yards, and the second was 1,219 yards.

Q. "Twelve hundred feet alongside ditch-right;" what became of the material that came out of that?—That is the catch-water drain.

Q. "Widening bank from Stations 269 to 278;" it gives two quantities of 1,204 and 1,200 yards. He says that is widening the bank. If the bank is made so much wider you ought to know it?—That was done before the change of location was made, and then the embankment was not in the proper place, and it was just the same as wasted.

Q. Is it change of line or change of grade?—It was change of line; there was no change of grade. The material borrowed at Stations 219 and 228, 130 yards of rock and 792 yards of earth, all went into the embankment.

Q. Here is another borrow-ditch to the right at Stations 240 and 247?—That went into the embankment also; 20 of rock and 919 of earth.

Q. In the claimants bill, item number six, he claims between Stations 76 and 125 to be paid two dollars a yard for the rock there; is there any reason why he should be paid anything extra there?—Yes; I would think so, because there was no rock at all before, and to avoid the river we drove into a very hard, zig-zag kind of rock, and Mr. Fleming intended to give him something more for it.

Q. Do you think the price he puts in here a fair one?—I think it is; I would not like to do it for the money.

Q. We come, next, to item number seven, from Station 509 to 520; there are 960 yards of rock cutting at four dollars a yard; was that change of grade?—I am not prepared to say that rock was taken out; the change was so trifling that it was not taken out, to the best of my knowledge; it was so trifling that it did not alter the level of the cattle-guard, to the best of my recollection.

Q. It is distinctly testified to by the contractors, that it was first finished upon one line and then it was sunk deeper on another; there evidently was a change of grade there?—Yes; but it did not affect the cutting; it was not considered by me necessary to take out that level.

By Mr. Mitchell.

Q. You remember the cattle-guard?—Yes.

Q. Do you remember we had timber left after the building of that cattle-guard that was not required, and that cattle-guard is not as deep as the rest by eighteen inches or two feet?—I cannot say it is; I remember the cattle-guard is not as deep as the others, because it is in rock; I do not know when that bottom could have been taken out unless it was when I went to Scotland for a couple of months.

Q. If the bottom was not taken out there, there would be only eighteen inches of gravel in the cut?—We put in extra gravel in all the cuts; Mr. Fleming wanted it done.

Q. That would be how much?—One foot; and the same over in the other cut.

Q. You do not remember their going over it again to grade it to the new line?—I do not.

Q. If you remember, you were engaged at McGreevy's a great deal of the time, and you were not there only once in a great while?—It is possible, but it is not probable; I never made any return for that, I am sure.

By the Arbitrator:—

Q. Then, with regard to that item (number seven), you think the contractor has no claim?—No; not that I am aware of.

Q. See item eight, from Station 453 to Station 455?—That is the New Brunswick rock cut.

Q. There is a change of grade there?—Yes; there was a slight change there.

Q. Was it finished to the first grade and then altered to the second?—Yes.

Q. That was taking up the bottom?—Yes; we lowered the bridge a foot, but it was a great saving to the bridge and on the embankment on the other shore.

Q. They charge four dollars a yard for that: what do you think of the price?—It is very expensive taking up bottom, but I suppose that is rather stiff; it would be as easy taking out three feet as one foot.

Q. Have you any way of getting at the quantity; they charge for 1,528 yards: how many yards do you suppose it to be?—It would not be over 350 yards that we affected by that change. It was only one foot at the bridge, and we got clear of it as soon as possible. We rose about three inches to the foot, and four hundred feet would run it out.

Q. I observe, with regard to your revised bill of works for the final estimate, that you returned 35 acres of clearing and close cutting; the contractors claim only 23 and $1\frac{1}{2}$ acre for grubbing: can you explain that item?—We got special orders from Mr. Fleming, to avoid the trouble of charging for grubbing, to average each acre for grubbing as equal to eight acres for clearing.

Q. Then the original bill of works agrees with the contractors' claim?—Yes; the contractors were only really paid for whatever their clearing was; they got eight times the price for grubbing.

Q. So that the actual quantities agree with the bill of works?—Yes.

And the further examination of the said witness is postponed till to-morrow at 11 a.m.

OTTAWA, 20th February, 1879.

Evidence of Mr. PETER GRANT continued.

Counsel for both parties being present at the examination.

S. KEEFER.

On this 20th day of February, 1879, reappeared the said witness, whose examination was continued, as follows:—

Q. For that place at Marru's Hotel, I see you have returned 129,000 yards in the revised bill, and there were only, 65,300 yards in the original—that is of earth, whereas the rock is 2,170 yards in the revised bill, and 4,690 in the original. Was that increase due to the change of line?—Yes.

Q. And that comprehended all the work done by the washing operation by the sluice?—It did not comprehend exactly all that was done; they did too much, but I could not give any return for it.

Q. Did they excavate beyond your line?—Yes; but I did not change my figures at all; I did not see that I was justified in changing them.

Q. But the contractors did more work than was allowed to them?—Yes.

Q. I want to know how you made up that 29,000 yards?—We made new cross sections.

Q. Where are your calculations?—I cannot account for them, but they are interleaved with the others.

Q. Did you make a bill of the alterations to correspond with the original bill of works?—Yes; upon the same principle exactly, and in the same form.

Q. And these quantities are the results?—They were not correct, as I did not think I was justified in shifting it.

Q. The point I want to get at is this: The line was changed there, you all admit, and it increased the quantity of excavation, and you had made a measurement, comprehending the alterations as well as everything. Is that calculation, as given here in the revised bill of works, correct?—No; it is not correct; I did not shift it because the poor fellow suffered enough without it, and I did not think I was justified in shifting it.

Q. Did you give them all they did?—Yes; I left the original calculation; I never touched the revised calculation.

Q. But the revised plan is your own?—Yes; but it was not carried out according to that; it washed down so much that I had to shift the line further out; it would have ruined the whole grade if I had insisted upon the projected alteration being carried out. Where there was 20 feet of embankment, I found 20 feet of cutting. It was such magnificent proportions that came down from the mountain above that I could not say that I would be justified in exacting my original idea, so I put in a compound curve nearer to the river, and the contractor was never called upon to carry it out on the original plan.

Q. You considered it right, then, that those quantities should stand, although the work done was less than that?—I never altered the quantities; I never touched a figure from the original quantities of the projected line.

Q. Although you shifted the line, you did not change the quantities?—No; any one who would put an instrument on the line would find that out. The water washed the stuff down in such extraordinary quantities that where we had 20 feet of filling, we afterwards found 20 feet of cutting.

Q. From this material that was washed down you made the embankments as far as the haul would allow you to make it on either end?—Yes.

Q. And the balance was wasted?—You could hardly call it wasted in that case, for it went where it liked.

Q. It did not enter into the construction of the embankment at any rate?—No.

Q. Only that part of it which would make the 800 feet over-haul?—We did not take anything beyond the 1,600 feet, extreme haul.

Q. The next item is number nine, "under drains." I see that the contractors charge for 1,346 lineal feet of under-drains. The original bill of works contemplated 2,000 feet, and you had returned 1,100 feet, as actually done. Will you tell me what is the nature of those under-drains; are they drains in line of the railway, or under slopes?—They are under embankment; we have no other under-drains there.

Q. Instead of putting in a culvert you put in an under-drain?—They were constructed of stones and sticks.

Q. What you would call a trench-drain formed of stones on top?—Yes; they were formed of three poles filled in with loose stone.

Q. Can you account for the difference of 340 feet between yourself and the bill of works?—I can. I could not put in a drain, except when it was needed. It was a gravelly country, and all the drains were not required. It was my mistake at first, as I put them in at a guess only.

Q. There was not more than 1,100 feet done altogether?—No; not a yard—not a foot more. They were all measured one by one. It did not necessarily follow, because they were in the printed form that they were constructed, because I only put them in where they were necessary.

Q. I do not see in this bill of quantities any return for catch-water drains. Were there no catch-water drains made?—Yes, a great many; I think they are entered at the bottom of the earth quantities of item No. 10.

Q. I see you have returned the catch-water drains in cubic yards?—Yes; that was Mr. Fleming's instruction. Those catch-water drains were done according to specification. There was about a cubic yard to the running yard; but we never made any such calculations as they were very troublesome.

Q. Mr. Odell returns 12,115 feet of lineal drains?—We let the contractors off easy on that, as they did their work well, and we left them the original quantity.

Q. I see, also, the sum of 5,450 yards of excavation, road diversion; where is that diversion?—It is near the crib-wharfing from Station 300 to 320.

Q. It is put in as special work, and it is not in the original?—It is in the special work in the original; but we saved on that.

Q. Now we come to this question of rip-rap. I find a great deal of difference between the rip-rap you have returned and the rip-rap returned by Mr. Odell; items Nos. 11 and 12. Altogether, Mr. Odell finds 11,978 yards, and you have only returned 3,400 yards; but I observe that you have stated in your evidence before the Court that you omitted some portions. You state that the rip-rap at Station 374, Clark's Brook, and at Station 191, Gilmor's Bridge, were never returned?—No; it was a mistake.

Q. Can you give any idea of the quantity?—It would not be much trouble to give the quantity, but I think the greatest difference between what Mr. Odell gave and what I guess, arises from the fact that he must have measured on Frazer's lower flat, and entered it in the printed plan, that it had to be carried across in the winter.

Q. The extra width in the base of the embankment across Frazer's lower flat was not measured as rip-rap?—No.

Q. Was it measured as embankment?—Yes; we put the fence upon this three feet of "firm" on both sides to be out of the way of the flood.

Q. And it is accounted for in the excavation?—Yes.

Q. Could you tell me at your leisure, to-morrow, what is the quantity you have omitted?—It was omitted in copying the papers out; that's all. It was a heavy piece of trip-rap, too; it was one of the heaviest places we had. †

Q. Next comes "first class masonry," item No. 15. I find in your evidence that you admit that all the culverts and bridges that you did were done by the contractors in first-class masonry, with the exception of four culverts that were built dry?—I am quite prepared to admit that.

Q. Could you give the quantity that was in those four culverts that were built dry, second-class masonry?—I am afraid I could not, unless I have it amongst the papers.

Q. Could you mark on the plan where those four dry culverts were?—Yes; at Station 507 x 40 there is 68 yards of dry masonry; at Station 307 there is 49 yards; at Station 310 there is 45 yards, and at Station 367 there is 41 yards of dry masonry.

Q. That comprises all the dry masonry?—Yes.

Q. The next item, No. 16, "paving" 500 yards in the original bill of works, and you have returned only 300 yards as having been done. This paving is the paving of the water course under the culverts?—It includes a little more; a piece of dry masonry at either end.

Q. What is the nature of it; is it stone set on edge or laid flat?—It is both ways. Where there was necessity for it, we made it very good, and where there was not we did not pay much attention to it.

Q. I see you have returned it at five dollars a yard, whereas the contractor charged only two dollars a yard for it?—It was worth it; we had to put in the paving well because the streams came down from the mountains with such a rush that unless they were put in solidly they would not stand, and we made the contractors to the mark and put in good work.

Q. The next item, No. 17, "concrete." In the original bill of works there were 400 yards of concrete at four dollars, and in the revised bill there are only 50 yards at seven dollars. I suppose that difference is due to the fact that the Restigouche Bridge was taken out of it?—The foundations, as a rule, were remarkably good, and the contract was entirely unnecessary except in one case where it had to be used, and it cost all of seven dollars; that was my own figure.

Q. Was fifty yards all that was required?—Certainly.

Q. Do you consider seven dollars a fair price?—I put that in from the actual cost.

Q. Leaving no profit whatever to the contractor?—Not a cent.

Q. The next item is No. 18, "earth excavations in foundations 4,715 yards at one dollar a yard." What foundation can that be for?—Culverts and bridges; mostly culverts, I think.

Q. Does that include the Restigouche Bridge?—No.

Q. You have returned no quantity, but have allowed one thousand dollars for it, whereas the contractors claim 4,715 yards?—That is all for culverts and little bridges; everything is there except the Restigouche Bridge.

Q. Have you any measurement of the earth in the foundations in any of those culverts?—Yes; with the exception of the western abutment, we have them all, item after item, whatever became of them. I took a week to try and find them.

Q. Could you possibly make out for me the total excavation for those culverts?—Not unless you have the papers for me.

Q. The next item is No. 19, "rock excavation of the same 300 yards?"—That is for the three culverts at Macdonald's, crib-wharfing from Station 300 to 320. They were all stepped up to receive the masonry.

Q. Do you know that the \$750 charged would have done that work, or is it too much or too little?—There were six culverts altogether founded on sliding rock that had to be stepped for the masonry.

Q. That would be at the rate of \$120 for each culvert?—I do not think the claim is extravagant, because they had to pump at those culverts, in consequence of water; I know the one at Clark's Brook cost one-half of it.

Q. The next is item 20, "pine timber, in beam culverts, 400 feet." The contractors charge \$200 for that. You have allowed 224 feet at four dollars, \$896. Is that claim additional to the contract?—It is our schedule of prices; my return is single-handed; that means two dollars a foot, for it includes the two beams.

Q. How does it come then instead of there being only 20 feet of culverts, as charged in the bill of works, there are 224 feet?—It is a special contract for a bridge beyond the range of culverts, and it was afterwards built of iron.

Q. In the original bill of works there were 80 lineal feet of open culverts?—Yes.

Q. But in lieu of that, you have 224 feet?—I think that takes in the two beams. It is measured in the line of the railway actual measurement.

Q. Can it be verified now?—Certainly; any day.

Q. Does it include the cattle-guards?—It does.

Q. You have returned those at four dollars for a double beam?—Yes; they cost about that at any rate.

Q. In your estimate here, in the abstract form, I see you have returned, besides farm crossings, five crossings at \$25 each, \$125?—That was an arbitrary price. It was marked for me to do, and I do not know whether it was right or not. In the original bill of works there were ten farm crossings and we only built five.

Q. What do you mean by an arbitrary price?—It was laid down to me by Mr. Fleming. In the case of the farm crossings they range from \$25 to \$125 each; perhaps the charge is not right.

Q. We now come to the 21st item, "broad diversion at Station 460"?—I think that has already been allowed and paid for by the Government.

QUEBEC, MONTREAL, OTTAWA AND OCCIDENTAL RAILWAY,

WESTERN DIVISION, ENGINEERING DEPARTMENT,

HULL, 5th February, 1878.

DEAR SIR,—I find that from 479×50 to 486×50 (Fraser's lower flat) that about 21,000 cubic yards of the embankment was filled with the soft and inferior material from the lower borrow pit near the west abutment of Restigouche bridge.

From 489 to 494×50 , the 3 feet beam to carry fence over freshet level amounts to 1,000 cubic yards, and from 497 to 500, for the same reason and to protect embankment 300 cubic yards (I think this was allowed). At Gilmor's brook, probably 200 cubic yards was allowed; I do not recollect. At Clark's brook, upper end of contract, 500 cubic yards was intended to be allowed, but I fear it was omitted in my final statement. Of course, had I known that the contract was to be dealt with as a schedule contract, my detail notes would have been more carefully kept and recorded, but as it is they are wonderfully full, notwithstanding the amount of them that have got mixed up with the papers of other contracts. I rescued any amount from the papers of Section No. 3 one day I chanced to notice them in the wrong box.

Very respectfully yours,

(Signed) PETER GRANT, C.E.

P.S.—Living in another Province, as I do, I have been at some expense for luncheon, driving, &c.; I should get five days' allowance.—P.G.
S. KEEFER, Esq., C.E.

Q. In what way?—They first took our quantities and figures, and they were paid for the work.

Q. Is it an extra?—It was extra, and was allowed for.

Q. There is another one at from Station 320 to 299; is that also of the same nature?—No; that was in the original contract. The preliminary quantities in the original bill of works were entirely erroneous and we had to give them the proper quantities after.

Q. In the original bill of works I find 2,400 feet for the spans of two bridges—40 feet spans: were they built?—No; they were built by the English company.

Q. Would it appear to you in view of the extra work on the masonry in preparing it to receive the iron superstructure that it would be reasonable to deduct \$1,200 from the contract instead of \$2,400 as inserted in the original bill of works, and as Mr. Schreiber and Mr. Brydges have assumed. The contractors state that in consequence of the extra work thrown upon the masonry to prepare it for receiving the plate girders the work was made more expensive than it would otherwise have been?—Certainly the abutments were of wider dimensions, and I must confess that under the circumstances they would have made a certain amount of profit out of the wooden bridges, because they were in a lumber country.

Q. That is not exactly the point. Do you think it would be reasonable to deduct \$1,200 from the contract because of those two bridges being made of iron instead of wood?—I think it would be too much. There was a large extra on Gilmor's Brook for cutting down the masonry from hammer-dressed to chisel-dressed masonry.

Q. How much would be reasonable to deduct in consequence of the change?—About one-half of that would be enough. I know they spent three or four hundred dollars at Gilmor's Brook before they got it so that the iron would go in at all. But they were all changing for loss of profit, and I don't know whether that would enter into your considerations at all.

Q. The question simply arises whether in doing that work it is an equivalent to the work they put upon the masonry?—No.

Q. Then the work that they had done would not entitle us to deduct more than half of the \$1,200?—No; not more than half that would cover it on both bridges—at Clark's Brook and Gilmor's Brook.

Q. You mean to say that should be deducted in each case?—Yes, to the best of my knowledge.

By Mr. Mitchell:—

Q. Do you think that \$150 on each of those abutments would pay me for the difference in the work required by the old plan and the change to the iron superstructure?—It would be more than enough at Clark's Brook, and less than enough at Gilmor's Brook. One was a through bridge and the other was an over bridge.

Q. At Gilmor's Brook you think \$200 would be enough on each of the abutments?—I think \$300 would be enough for the pair.

Q. Then at Clark's Brook how far would \$150 go just for hauling the stone from Bathurst up?—I can't say.

By the Arbitrator:—

Q. Did they have to procure special stone for this work?—Yes; the stone in that neighborhood was of such a nature that to cut it down in that shape was impossible, and they had to go an extraordinary distance for freestone so that it could be cut down.

Q. That was an additional expense in the masonry in consequence of the change?—Yes.

Q. What would be the difference in the cost?—It would be difficult to estimate; the cost was frightful.

By Mr. Mitchell:—

Q. How far would \$150 go towards hauling this stone fourteen miles, without the cost of freight being added?—I did not enter into that question at all; I only calculated the cost of dressing them down.

By the Plaintiffs Counsel:—

Q. In consideration of those facts, would you not think it reasonable to make a greater reduction?—No; I don't think so.

Q. If one-half was taken into your calculation for dressing the stone, how much more should be allowed, inasmuch as the contractors have shown they had to draw the stone so far?—I would not alter the figures, because the contractors brought the stone for their own particular advantage as it was easier dressed.

Q. You have shown that it was almost impossible to dress the stone in the vicinity?—It could have been done, but it would have cost a great deal.

Q. When it was worth one-half for the dressing of it, how much more must it have been worth to bring the stone such a distance. Item No. 23—"Blasting and removing rock from Stations 453 to 465, 12,118 yards"—Was that the tusk of rock referred to in some of the evidence?—I was anxious that it should be started in that way, because it was a very heavy cutting, and it allowed the work to be commenced in the centre of the cut as well as at both ends. They had to do a great deal in that way before they got into the excavation proper; they were paid for the rock by myself without any order from anybody, and they were paid as well by the cubic yard, with the idea that it would afterwards be deducted from the contractors.

Q. Was not this work outside of the contract, and outside of the line of railway?—Yes; they worked thirty or forty feet before they got into the cut at all; the result was that the contractors got no estimate at all that month.

Q. You estimated the railway to the required dimensions?—We commenced outside of the railway.

Q. Why did you commence outside of the railway?—Because it was in the middle of the cut.

Q. How much did you take out; did you take out 6,900 yards outside of the line of railway?—Yes; it was ordered to be all taken out, but it was found cheaper to put in snow-sheds than to take out the rock.

Q. Was the snow-shed built?—No; not at that time; it was not thought of.

Q. How did you make out this 6,900 yards; was it from actual measurement?—Yes.

Q. Do you consider one dollar a cubic yard a fair price for it?—It was about the easiest rock I saw the contractors handle.

Q. What kind of rock was it?—Loose slate.

Q. Had it to be removed by blasting or by a pick—First by pick and afterwards by blasting; I think one dollar per yard would be fair for it, because I think it allowed them to carry on their work in a better manner than they otherwise would have done.

By Mr. O'Doherty:—

Q. Would you not think \$1.25 per yard would be reasonable enough, bearing in mind the high prices at those times?—I know that prices were high then; the men were paid seven shillings a day, and it was a most extraordinary time to do work.

Q. Under those circumstances, would you not think \$1.25 would be a reasonable price?—I think it would cost that, because flour was \$11 a barrel, hay \$25 per ton, and oats 80 cents per bushel; it was a frightful time to do work.

Q. Everything else was in proportion, I suppose?—No; these were the most exaggerated things.

Q. But powder, steel, and other railway supplies were higher then than they are now?—Yes; they were more than double what they are to-day.

By the Arbitrator:—

Q. I observe that you have returned some work done in this Diorite quarry, and that you have made an estimate of the amount of work done by the contractors under the direction of the Engineers in that quarry; do you suppose that comprehended all the work that was done in the Diorite quarry?—Yes; but I did not have the actual figures. I had the check time of the contractors' men, and the blacksmiths, and I made it up from this.

Q. The contractors have added on four years' interest; I would ask the counsel for the Crown if the Crown pays interest in such cases?

(Mr. McIntyre.—If the moneys were due, and all the conditions were performed to entitle the parties to receive the money, I think the Crown would have been responsible.)

Q. I suppose, Mr. Grant, that bill was made up just as accurate as it possibly could be; did it comprehend all that you considered the contractors entitled to for the work at the Diorite quarry?—It did not include any hindrance; it was the actual cost.

Q. That did not include the second item for drawing it away?—No.

Q. Is the allegation correct that after the stone was quarried and condemned, it was drawn away to be used and then condemned again?—I think not; it was condemned because it was desperately hard to dress.

Q. Why was it drawn away if it was condemned?—The best of it was drawn away and built.

Q. But it is stated here that it was all wasted?—No; there was some of it built.

By Mr. Mitchell:—

Q. I suppose you will admit that the stone was cut at the quarry?—Yes.

Q. And we hauled this stone on to the work the following winter, did we not?—Yes.

Q. Do you know of more than one stone from that Diorite quarry having been put into the work?—I think mostly all that were taken down were put in.

Q. No; there was only one stone?—What was that stone put into?

Q. I put it in, and got three or four courses built on the top of it before it was detected. It was ordered out but I did not take it out, and it is there yet.

By the Arbitrator:—

Q. Do you think any of the stone was used in the works?—I would not go as far as Mr. Mitchell goes, for I think all the stones that were cut were used in the culverts.

Q. You are not sure, though?—No; I am not sure, but I think they were all built that were cut, though there were a great many brought down at considerable cost that were not built.

Q. Have you any means of checking the account sent in by the contractors for drawing those stones down?—I have no means now, but most of the figures could be checked by the contractor's man, Charles Archibald. He was kind enough to show me his books, and we did not disagree to the extent of fifty dollars.

Q. That is for the work in the quarry?—Yes.

Q. As to the work of hauling it away; you have no trace of it?—No; I never took any account of it at all.

Q. The next item is No. 25: "Paid Fraser for borrow-pit at Mitchell's house, \$200"?—I was cognizant of that bargain; I was present when it was agreed to.

Q. Was it not part of their bargain to furnish right of way?—It was not right of way; it was a borrow-pit outside of the line.

Q. Was not the Government obliged to supply borrow-pits?—They thought not, although I always thought they were.

Q. They did get a borrow-pit at last?—They did.

Q. The next item is No. 26: "Labor on station ground opposite No. 506, \$32"?—That is allowed; it was work actually performed.

Q. The next item is No. 27: The contractor claims 20,993 yards, at 20cts, \$4,198.60. You have allowed 15,000 of overhaul, at 7cts., \$1050.; is that correct?—Yes.

Q. Was that quantity overhauled measured in embankment or measured in the borrow-pit? Was it the actual measurement of the stuff that was transported or was it the measurement of the bank after it was taken there?—It was measured in the borrow-pit.

Q. If measured in the borrow-pit, there was no necessity for adding any percentage for subsidence?—No.

Q. Now, as to price. The price they charge is 20cts. a cubic yard; what was the distance that was overhauled?—It was, I suppose, overhauled over one-half more than the contract allowed.

Q. You would have a right to call on them to haul it 1,600 feet?—Yes; for all beyond 1,600 I gave them seven cents.

Q. Would seven cents pay for carting that 1,600 feet?—I could not say that it would, but it was the usual allowance, and I could not go beyond it. I thought Mr. Fleming would change the figures after he came to Ottawa. I did not consider that any figure I would make in that way would have been binding on Mr. Fleming or anyone else.

Q. What would be the fair value of that overhauling?—I would not say that seven cents would be enough under the circumstances.

Q. How much would be enough; he charges twenty cents; should he be allowed half that?—I know that it could be done, under ordinary circumstances, for that, but I suppose it would cost twelve, at least, under the circumstances at that time. Still I consider seven cents was a large allowance to make. I always thought we would get that borrow-pit earlier than we did. The minute we got the borrow-pit the overhaul was stopped altogether, because we got it within three hundred feet of the spot. It was getting to such an extent that they would have had to stop work, as it would cost fifty cents a yard to haul.

By Mr. Mitchell:—

Q. I made up my embankment by hauling 1,600 feet?—Yes.

Q. After that I was entitled to a borrow-pit, and I applied to you and your superior officer and the Commissioners, but could get none?—No; you did not get it at the time you wanted it.

Q. When I went to work and hauled that stuff to make the embankment when you refused to give me the borrow-pit, you said you would not gratify Mr. Frazer to give him such an exorbitant price, and I started an overhaul and hauled that stuff nineteen hundred or two thousand feet. Then you say all that you are liable for that two thousand feet is seven cents a yard?—You might easily have got that borrow-pit at an earlier date. The contract says you should go beyond the 1,600 feet, and I don't think it was fair that you should have been kept out of a borrow-pit for over twelve months when there was one within 300 feet of the line.

By Mr. O'Doherty:—

Q. Since you have been allowing a cent a yard per hundred feet where prices are as they are at present, how much more should you allow when prices were what they were then?—It is a very ordinary price—a cent a yard.

Q. But you have told us that prices were double and treble what they are now, and should you not allow us double or treble for the work done at that time?—I think a half more—say 12 or 12½ cents—would be sufficient. Seven cents would not be a binding price upon Mr. Fleming or anyone else when I made it.

Q. But you are now allowing a cent when everything is cheap; should you not allow two or three when prices were so much higher?—No.

By Mr. Mitchell:—

Q. If you had been able to procure me a borrow-pit at that point at that time, don't you think I would be in a better position than getting twenty cents a yard for the overhaul?—Certainly; I think if you had got the borrow-pit you would have saved ten cents a yard. My opinion is, you ought to have twelve cents instead of seven.

By the Arbitrator:—

Q. Item 28: "To piling protection to Fraser's Flat and embankment, Station 485"?—That has all been settled and admitted in detail.

Q. The claimant claims \$7,25.85 for that and you have allowed \$6,472?—I would not allow a cent on that, because I have given it most minute attention.

Q. Calculate how much 6,000 yards would be at 30 cents a yard?—It must be a mistake. It is evidently a clerical error, as it should have been 600 yards instead of 6,000. The proper money figure is there—\$180. I think the prices in item 28 are

inadequate, and I never expected that they would be carried out. I should say that the timber was worth \$49 a thousand in the work when you could buy it for \$30. The cost price of square timber there is \$15 a thousand, board measure, no matter what kind of a stick you can buy; the small stick you can buy at ten to twenty cents a running foot.

By Mr. Mitchell:—

Q. You have had considerable experience in piling?—Yes.

Q. Do you remember what price you paid Martin Murphy for his piling in the Restigouche River?—Seventy-five cents.

Q. That was in the same locality where my piling was done?—Yes; only it was a different kind of piling.

Q. What is the general price for piling in your practice; what have you paid for piling in any works you have done?—Thirty cents a foot.

Q. Is that in the old country or here?—In both. I think Martin Murphy's price was simply ridiculous, but we could not help it; it was his own contract price.

Q. Was it not a private bargain with Mr. Fleming?—I have no idea how it happened; but it was a ridiculous price to pay.

By the Arbitrator:—

Q. Was it not a more difficult work to do than Mr. Mitchell's?—Mitchell's was much less difficult.

By Mr. O'Doherty:—

Q. That would be about the price you would pay now if you were doing the work at present?—I think so; most of the offers I see going in now are something about that.

Q. That is at the present time, you mean?—Yes.

Q. Then you must take into consideration the difference of time and the difference of prices?—These prices are not binding; I think the work could be done for twenty-five per cent. less now than it could have been done then.

Q. Do you not know that tenders are going in at 50 per cent. less now than they were then?—I know there is an enormous reduction.

Q. Therefore, much more should be allowed down there at those times than should be allowed now?—Every one would have made money if it had not been for the enormous price of labor.

Q. The contractors could not keep it therefore; it cost them more than it would now: ten cents a foot more would not be too much?—I do not know; it would depend upon how many feet they could drive in a day. Ten cents would make a great difference.

Q. What is worth 20 cents to-day would not be over charged at 40 cents at the time this work was done?—I don't know; it would make a terrible difference.

By Mr Mitchell:—

Q. Do you not consider Mr. Fleming a very honorable and straightforward man?—I do.

Q. Do you not think Mr. Fleming would have allowed me 50 cents for that piling?—It would have depended upon whether you were a good boy or not.

By the Arbitrator:—

Q. Item 29: "Road diversion at 114, &c."—Exhibit A Z. I gave my estimate of the value of that road: excavation, 900 yards at \$1.25, \$1,125; earth excavation, 100 yards at 30 cents, \$30.

Q. You think that the price (\$1.50 a yard) the claimant demands is not exorbitant for the rock excavation in that road diversion?—No; it is not.

By the Arbitrator:—

Q. The next is item 30; one set of "cattle-guards at Station, \$529; excavated out of the solid rock, \$300." You have allowed nothing for that?—No; because the contract price was \$150 for each cattle guard, if I remember right, and it was not my business to shift the price. Now, when I think of it, the three cattle-guards that were built last appear in Mitchell & Oakes' account, because they were built after the account was put in; I remember the cedars for that cattle-guard cost \$50 without the work at all.

Q. Item 31. The cattle-guard at \$520, was excavated out of the solid rock; that would not require any cedar?—It did not require so much, because we were at the trouble to burn off the rock and do with less cedar, but it was just as costly as if it was cedar from the bottom.

Q. How much would be a proper price for that cattle-guard?—About \$120 or \$130.

Q. How much would answer for the next one at Station 509?—At Station 509 there was no rock, and from \$90 to \$100, I think, put in all that were not rock. The sign-boards cost a good deal for making and fitting.

By Mr. Mitchell:—

Q. We charge here \$300 from that difficult one; would that be too much?—Yes

By Mr. O'Doherty:—

Q. I suppose they have to excavate the hole down into the solid rock?—Yes.

Q. Considering that fact, and taking the sign-board into consideration, is \$300 too much for the work?—Yes; it is too much.

Q. Would you not allow pretty near that much now?—No.

Q. Supposing we told you it had cost us that, would it surprise you?—Yes; it would, because they could do their work as well as anybody else.

Q. There was a third one?—Yes; it cost \$100.

Q. Then, the amount you make for the first would be how much?—\$120.

Q. And the second one?—From \$90 to \$100.

Q. And the third one?—It cost \$100.

Q. Then you have the amount for the three, \$320?—Yes; I would build twenty miles of them at that, and be glad to get the chance.

Q. The next items we remember, 32 and 33; "Building crib-wharfing between Stations 248 and 253, 500 yards, at \$2.50, \$1,250." This is changed, because it was made necessary by change of location at these places; is that a fact. It seems that a piece of crib-wharfing, according to their allegations, was built there under your supervision and accepted; then it was carried away and rebuilt under your instructions; What are the circumstances of the matter?—There was none of the crib-wharfing carried away; the top logs may have been unloaded, but it was not carried away.

Q. What was the reason for removing the point of rock on the other side?—It was intended to be removed from the very first, because the current of the river in the spring would come against the embankment and carry it away, but Mitchell & Oakes did not care to do the work, and it was done after they left.

Q. Then, it is not a fact to your knowledge that that piece of crib-wharfing was destroyed?—It was not destroyed. It is as good a piece of crib-wharfing as there is in the world to-day, and most of it is covered with gravel now.

Q. You are satisfied of that?—I am more than satisfied; I am sure of it. The top logs were destroyed on a freshet, and the one below it, as they had not time to load the work with stone before the freshet came. That is the place that Odell had not seen when he was down, as it was covered with gravel.

By Mr. Mitchell:—

Q. You remember the crib-wharfing being built there the second year that we were there, and I wanted you to move that piece of rock, and you told me to go on and do it?—Yes.

Q. And I asked you about the pay. Do you remember what you said to me?—
I do not.

Q. I do; you told me to go to a nice place. We finished that piece of crib-wharfing that fall, and the floating ice came on, and the spring freshet, and between the two they ripped it very nearly all out?—It did not do it much harm.

Q. Will you undertake to swear that it was never moved at all by the ice?—The top logs were moved a little—two or three feet back.

Q. But you will admit that it got a pretty good thumping at any rate?—Yes.

Q. That is all you can remember?—It was moved back—the top logs—because they were not loaded with stone. The same thing happened at Station 114.

Q. Did that knock any dollars out of my pocket—the smash up?—I have not the slightest doubt but it did. Some of the logs would be carried away and broken.

Q. How much?—I could not put any value upon it.

By the Arbitrator:—

Q. Item 34: “Fencing the station ground with better class of fencing, and also removing fence off the line, after being built by Schreiber’s orders, \$160;” You never allowed anything for that?—It was admitted that it should have been allowed.

Q. To what extent; do you know?—I really forget it is so long ago—nine years ago, now. That fence is all of cedar, with side-bars, and it was whitewashed, and made handsome. It was first of all allowed, then forgotten again, and neglected being carried forward; I remember it was double price for a quarter of a mile.

Q. Do you not think that \$160 would be a reasonable price for that fence?—I think it was understood that it would be paid for at double price. It was well done, and I think \$160 would be a fair price.

And the further examination of this witness is continued until 2 o’clock p.m., to-morrow.

FRIDAY, February 21, 1879.

On the 21st day of February re-appeared the said witness, whose examination was continued as follows:—

Q. The next item is 35. Quote extra expenses in slope-rock cutting between Stations 453 and 405; the claims there, five thousand yards of excavation at one dollar, for this reason. (See item.) To that time that the work was first finished to one slope, and then charged to another?—No; I think not. We never exacted such a strict berm in that case, for the reason that the country was so steep that a six feet berm would only be a slope berm after all.

Q. Was this rock that was taken off or clay?—It was clay; we did not take any rock off. I do not think we would be justified in taking any rock off.

Q. The specification of the slope was one-quarter to one?—Yes.

Q. Was it finished according to that specification?—Everything except the six feet berm was finished.

Q. That six feet berm has nothing to do with what I refer to. I refer to the slope on the face of the rock-cutting itself. I want to know if the slope on the upper side was finished according to the specification and general instructions one-quarter to one?—To the best of my knowledge there was only one foot taken off, and that is not more than the specified work.

Q. Then, there has been no part of it made of an easier slope?—Not to my knowledge.

Q. If it were made so, it would be shown on these cross sections?—Certainly.

Q. And these sections show the work as completed?—Yes; you will find if you send down an engineer to-day to measure it that it is made one quarter to one.

Q. Was there any object in making an easier slope?—No; not a bit.

Q. You stated distinctly the slope has not exceeded the general slope in the specification?—No; it can be seen to-day by any man who wishes to examine it.

By Mr. Mitchell :—

Q. You say that those slopes have not been taken off anything beyond one-quarter to one?—I say so, most distinctly; not by any orders given by me or by my assistant either. But, if it was any more than that, it would only be a land-slide.

Q. Would you be astonished that even after I got through with my work Mr. Schreiber spent thousands of dollars there?—I tried to make you expend the money there before, but I could not succeed in making you do so. The clearance of the rock was such that it was necessary afterwards to slope it, because when the first train would come along it would be in danger of sliding down.

Q. But it was not done by the contractors?—No; they refused to do it; they took it down to the specification figure, but it looked so dreadfully dangerous afterwards that it had to be taken down further.

Q. I understood you to say that it did not need that because the rock looked sound enough?—We thought so at the time, but a year afterwards we saw that it had slipped and was dangerous.

Q. But you are satisfied that the additional slope was not done by the contractor?—I am not aware that they took a yard out of it.

Q. You are satisfied, then, that Mr. Schreiber has taken some out of the slope?—I am; what I could not get you to do.

Q. You do not remember of any portion of the work being at a greater slope than a quarter to one when I left?—I really do think there was some, but I am not prepared to state the stations. I think you took some out where Mr. Gordon worked, at Stations 456 and 457.

Q. And also at the mouth of the cut; we had to go to work at the bottom there, and when we tackled the rock there we tripped it and you made us take off more of the slope?—Yes; the rock was undermined there, and had no footing at all, and if it had not been taken out there would have been a slide, and you had to pay the sub-contractor, Robert Gordon, for taking out that rock.

By the Arbitrator :—

Q. You will not undertake to swear that the contractors did not do the work?—I am very sure that Robert Gordon took out that rock, because the foot was taken from it and it was in a sliding condition, so that it was my duty to order it to be taken down. They were never paid for it because it was a lump-sum contract that work was done, though, for sure, there is one thing I should not have said the other day about Station 520; I remember now, distinctly, how it occurred: the grade went into that cut about three hundred feet, and I denied that there was any rock taken out; I was perfectly right in saying so, but I should have added that there were two deep catch-water drains taken out there also. I denied that there was anything done there, but I remember it now distinctly; I was perfectly right in saying that the bottom was not taken out, but those deep catch-water drains were taken out on each side.

Q. I understand from what you say now that there was really no change of grade in that cut?—No; but the catch-water drains on each side had to be made as the quantity of water was so very great.

Q. Could you give the quantity of excavation in those drains?—It would be three hundred feet on each side. That would be six hundred feet, and would be equal to about half a yard to the running yard.

Q. That would be about one hundred cubic yards in each ditch; do you know what that is worth?—I do not know what price should be awarded for that, but that was the amount of work, and it had to be done as we could not get along without it.

By Mr. McIntyre :—

Q. Are you sure that was not done in some other section?—No; it was done within one hundred yards of my own house, but it did not occur to me the other day.

Q. The contractors charge for 916 yards at four dollars a yard?—That is all nonsense. There was no more than I have said taken out of there, but we insisted upon the ditches being excavated out of the solid rock, and it was done at an enormous cost.

By Mr. Mitchell:—

Q. How with regard to the slope of the New Brunswick cut; do you remember the rock being tripped?—Yes.

Q. Do you remember as the cause of it the grade being changed in the cut, and when we went down the extra two feet that we took up last, it undermined the slope?—I do not remember that.

By the Arbitrator:—

Q. You mean to say that although you altered the grade there you did not change the slope?—No.

Q. Did you ever see any of my men working there with scaling ladders, taking off any of the slope, or seeing them suspended there on platforms working on the slope?—I do.

Q. Would it not be the practice to take off the slopes as we proceeded with our excavations?—You would have to take down the slope according to the specification to make it safe.

By the Arbitrator:—

Q. What could they have been doing with scaling-ladders if they were not taking off more slope?—One quarter to one was not sufficiently safe there, and more than that had to be taken off.

Q. You then admit that more than one quarter to one was taken off the slope?—Yes; we had to get it done as it was not safe, and we never would have allowed it to remain there. If the contractors had not done it we would have had to get it done at his expense.

Q. The rock, then, instead of being a firm rock, as you said before, is an infirm rock?—Certainly; what I mean by its being a firm rock is when we took it out at one quarter to one; in most cases it was firm enough, but in some places it was not safe.

Q. Then he really did take off the slope in some places for which he has charged 9,000 yards?—He did, but I cannot give you any particular idea about the number of yards.

Q. Altogether in that cutting there were some forty-five thousands yards?—I never measured these cuts because I thought it was a lump sum contract, and they would never be paid extra for it, so I did not keep run of the quantities; *I am perfectly at sea as to the quantities.*

Q. The next item is No. 36: "Loss sustained in not getting a borrow-pit between Stations 480 and 506." Is it a fact that operations were delayed for want of the borrow-pit?—Yes; it is a fact that they were delayed.

Q. Why was not that borrow-pit procured in time to prevent that delay?—Government red tape, I suppose; I could see no other reason.

Q. Did you endeavour to procure one?—I did. I saw the contractors were suffering under the difficulty, and I did all I could to get it done, and so also did Mr. Brydges, but there was about a year's delay before it was procured.

Q. What was the nature of the damage sustained by the contractors for this delay; in what way did they suffer?—Yesterday, in order to partially make up for that loss we were allowing them seven cents for overhaul. After that they got into the borrow-pit, and there was no more allowance given them for overhaul.

Q. Then they were paid for that delay by being paid for the overhaul?—Certainly; but they would have finished the embankment a year sooner if they had had the borrow-pit. It was the heaviest embankment on the section, and the want of the borrow-pit retarded the work fully a year.

Q. They could have finished the work so much sooner by getting the borrow-pit at first?—Yes; and the work being finished sooner, the expenses of management would have been lessened.

Q. You could not give any idea of what the amount of damages should be. They claim \$2,000. Would that be a reasonable amount?—I should say it would be a reasonable amount. Some of the other items are far more reasonable than that.

Q. Do you think it was not your own fault that a borrow-pit was not obtained sooner than it was?—I do not think it was. I did all in my power to get it by writing to Mr. Brydges, and to the department, but Fraser wanted such an extravagant figure that we would not pay it. He asked, in some cases, \$2,000 an acre.

Q. The next is No. 37: "To soft bottom not inclosed in cross-sections, Stations 410 to 420, 495 to 502, 148 to 170, 19,500 cubic yards at 20 cents a yard \$5,850."—Now this is an item that I would suppose naturally to be provided for in the shrinkage of the embankment by the average struck over the whole. What was the nature of the bottom?—It was very soft. There were lay-flats formed of inundations. In years gone by they had been the bottom of the river.

Q. How far could you put a pole into them?—You could run a pole down 80 feet.

Q. What are the dimensions of that 19,500 yards?—At Stations 410 to 420, there was a good deal of shrinkage which might be provided for by fifteen per cent. allowance. Then from Station 495 to 502 the water took it away sometimes, and I am not prepared to say what percentage of shrinkage there would be there.

Q. More than the usual allowance of ten per cent. would be required there?—Certainly; it would require more than that. We tried to prevent it by putting in as much rock there as we could at great cost to prevent it from being carried away.

Q. Then, with regard to the third place from Station 138 to 170?—There was not any unusual shrinkage there.

By Mr. Mitchell :—

Q. You do not remember whether it was swampy or not?—I know the brook was swampy.

Q. Do you remember ever having any trouble there in burning the stump and roots on that place?—No; I do not remember that.

Q. Don't you think that where the line runs there it was swamped?—It is very near the level of the river, except at the double beamed culvert, I do not remember any swamp; it was clay I think.

Q. Do you remember when we were taking out that culvert, the quality of the first three or four feet in it?—It had to be wooded I know.

Q. If it had been a good sound bottom, would a good foundation have been required?—Certainly not.

Q. Would you not suppose that an embankment put on there would sink in that soft ground?—My idea was that it was so near the river it was well drained, and did not give way in any case. There was no weight of embankment there to make it sink. That is my opinion; I am positive you would not get any allowance more than ten per cent. on that for subsidence.

By W. O' Doherty :—

Q. Is it not engineering practice to allow ten per cent. for subsidence in an embankment, where the natural surface is solid?—Yes; but when the contractor is two years in building his work, he does not make much out of that.

Q. Do you not think that forty per cent. would be nearer correct than ten per cent. in this case?—It was a bad flat, but that is too much; twenty per cent would be about a fair allowance. If we had known sooner it would have been marked on the paper 25 per cent.

Q. Would you not suppose where it washed away by the river that it would require twenty-five per cent. for shrinkage also?—No; I do not think so.

By the Arbitrator :—

Q. The next item is No. 38: "Loss sustained in not receiving payments on warrants promptly in the years 1873 and 1874;" they claim \$5,000. I want to know if there was that delay on which they base their claim?—There was a delay in paying the estimates.

Q. How long did it usually take for the estimates to be paid?—For the first two years they were very promptly paid, but towards the end it was something frightful

down there. When we lived amongst the men they have been round my house by the hundreds, thinking I had something to do with the delay when they were not paid. All I could say to them was that I did not think the contractors had got their money.

Q. It was towards the end of the work that these troubles began?—Towards the last few months.

Q. And the Commissioner had to send down the paymaster to pay the men?—It was before that; when Mr. Stephenson came down, the work had been all finished.

Q. What was the length of time the men were out of their pay?—Two months. They got exceedingly uproarious about it.

Q. There was a good deal of trouble in getting the work done under those circumstances?—Yes; that spoiled everything, because the men got to be the managers of the road. I never found out why the delay occurred; it was some misunderstanding in up at Ottawa.

By Mr. Mitchell:—

Q. Do you think five thousand dollars would pay us for the damages we sustained in carrying on our work, in consequence of this delay in payments?—It would be very difficult to tell when you had such a lot of men who were under wages and would not work.

Q. Would you have been in my place for five thousand dollars, if you were the contractor?—No; I would not have been in your place for any consideration whatever; it was a bad state of affairs.

Q. Then, you do not think that \$5,000 would be too much?—I would not like to give an opinion upon it.

Q. But you think the damage must have been very great?—I am positive that the damage was very great.

By the Arbitrator:—

Q. I want to ask you with regard to the prices you allowed for progress estimates. You have not allowed the full contract prices in any of your progress estimates at all. I want to know how you arrive at those prices, and why you adopted them?—Those prices were arrived at by Mr. Marcus Smith and Mr. Fleming, in order to make the bulk sum under the contract price.

Q. You mean to say that, if you calculate the total quantities of the bill of works at contract schedule prices, it would overrun the bulk sum of the contract?—Yes.

Q. Then, you had to reduce all those items *pro rata*?—Yes; in order that we should not overrun the bulk contract.

Q. Did you determine that yourself, or was it done at the head office?—I did it, under instructions from Mr. Fleming over his own signature.

Q. Have you got the original calculation of the original bill of works?—No; I have not; it was burned in the Pacific Railway office here with other papers.

By Mr. Mitchell:—

Q. In making up the progress estimates, do you remember yourself and your superior officers taking out a sum of money—from forty to sixty thousand dollars—from the lump sum, in the first place, and setting that by for what you called contingencies or unforeseen difficulties?—Yes; that is done in every contract, but I do not remember the amount; I think it was twenty thousand dollars, but I am not prepared to contradict you. After extending every little item out at so much per cubic yard, there was a balance left, and that was called contingencies.

By Mr. O'Doherty:—

Q. What right had you, under the contract, to treat the contractors in that way?—It is done in every contract.

By the Arbitrator :—

Q. I want to know if the paper now produced as Exhibit No. 9 is Mr. L. G. Bell's figures and calculations?—Yes; I recognize it as his calculations.

Q. I see here that he is giving the figures for every portion of the crib-wharfing at the particular stations, the areas, mean areas and length; is not that what you ought to have given me?—Yes.

Q. I find he has returned here a sum of 53,041 yards against the 40,000 yards in the original belt of works?—Yes; that is making out more than I did; I can give no explanations about it.

By Mr. O'Doherty :—

Q. Was that crib-wharfing done according to the plans?—No.

Q. Wherein did it differ from the plan?—It would be an impossibility to make it according to the plan; each section was different.

Q. Were they made according to the plan?—In no case that I am aware of.

Q. Then, why did you not require them to be made according to the plan?—The country would not allow it.

By Mr. Mitchell :—

Q. You remember the Metapedia River, I suppose?—Yes.

Q. What is the shape of the bottom of that river as a general thing?—Flat, and from two to three feet deep, I suppose.

Q. Was not a great deal of our crib-wharfing in the river?—Yes.

Q. Mostly all of it?—Yes; especially where Alexander MacDonald worked.

Q. And at the "Devil's Hole" also?—That is an exceptional place.

Q. Up where McCaul built: was that also in the river?—Yes.

Q. Only it was side-hill ground?—It could not be side-hill ground when it was in the river and the river was flat.

Q. You must not forget that the crib-wharfing was two to one; and it only goes back on the tail of the slope?—But then if the ground is flat I don't see that it can raise on the tail of the slope.

Q. Which was built first: the crib-wharfing or the embankment?—In many cases they were built both together.

Q. Is it a fact that the crib-wharfing was built before the embankments were made in many cases?—In some cases he did, and at other times they went both together.

And the further examination of this witness is continued until to-morrow at ten o'clock.

SATURDAY, 22nd February, 1879.

On the 22nd day of February, 1879, re-appeared the said witness, whose examination was continued as follows:—

By Mr. O'Doherty :—

Q. Can you state from memory that the plans show all the changes?—I think so.

Q. Would you undertake to swear it?—I ought to be able to swear it, but I would not be justified in doing so after a lapse of nine years. My memory serves me this far: I thought when I sent the plans here that every change was shown on them.

Q. But would you not undertake to swear it absolutely?—I might have made an omission, but I do not think so.

Q. At Stations 520 to 509, where the gravel is, you will not for the same reason, I suppose, swear that the contractors did not grade down to that new line?—I admitted yesterday that they made the catch-water drains.

Q. But we stated positively that we did not take out that bottom?—I will not undertake to swear that they did not do it; but if it was done it was entirely without my consent. I went to Scotland for two months, and it might have been done then; I will not swear that it was not done.

Q. At the time this work was done, I believe you have told us that supplies of all kinds were extremely high—somewhere about two or three times the ordinary price?—I did.

Q. And labor and everything in proportion was from two to three times the ordinary price?—Yes; the contractors themselves were to blame principally for the price of labor, because they stole the men from each other, and Mitchell here is as good at it as anybody else.

Q. At all events labor was very high?—Yes; it was just about one-half more than it should be; it was double what it is to-day.

Q. It would cost two or three times as much to do work then as now?—It would cost double what it would to-day. Skilled labor was at an exaggerated price altogether; stonecutters were getting from \$2.50 to \$3 a day. The men were not in the country, and they had to be run after.

Q. Then, you would not think that when they were taking out the bottoms—some of them wet bottoms—a grading down to the new grade, that \$4 a cubic yard would be too much for it, considering the extravagant price and the nature of the work?—It is impossible to arrive at any particular price; I know it is a very costly proceeding altogether. I would as soon take out three feet under ordinary circumstances as one.

Q. Do you think you could make any money out of it at \$4 a yard for it, then?—No; I do not think the contractors could make any money at any reasonable price taking up such bottoms, and I am 28 years at such labor.

Q. I asked you the other day to make up the quantities of rip-rap at Fraser's Flat; have you done so?—No; I have not, but I will do so on the first opportunity.

Q. Were you present when that work was finished at Man's Hill, where the water works were brought into play?—Yes; I was there afterwards, and the water works were applied higher up. As I had to go to Mr. McGreevy's contract I had to pass over this road every day.

Q. Would you not call the work that was done there finished in a workmanlike manner?—Yes; but we never asked the contractors to dress the slope.

By the Arbitrator :—

Q. What was that mentioned?—It was a strong gravel.

Q. Did it require the use of the pick?—Yes; and sometimes it would remain like little monuments.

Q. In what way did the water remove it?—Where it was not conglomerated it would wash the clay away. Generally, it was a loose gravel with streaks of hard pan through it.

By Mr. Mitchell :—

Q. Will you admit of any change of location between the Restigouche Bridge and my house?—Yes; between Station 461 down to 607 + 66, or thereabouts.

Q. Where did the material come from to make up this embankment between the Restigouche Bridge and my house?—It came from the cutting and three borrow-pits—the one at the church, the one at your house, and the one at the bridge.

Q. That is three borrow-pits and the cut?—Yes.

Q. That is all that you measured there—the three borrow-pits and the main line cut?—Yes; between 480 and 510, that was all that I measured.

Q. Did you measure any work there?—Yes; I did.

Q. Where did we get it?—You went away to an island in the middle of the river and took some stuff from there.

Q. Was that measured?—Yes

Q. Are you sure it was an island?—Yes; you took some sand or something from there.

Q. Can you produce any measurements of that work, or how did you come at it?—I think I did not trust it to anybody; I measured it myself, as it was rather difficult to measure. I did not care about the difficulty. It would not exercise my mind

at any rate, as we would have had to pay you for it if it was in that embankment, but we had to give you the progress estimate, and I would not trust anybody else with it.

Q. Then, all that you allowed there was whatever the cross-sections would give you?—Yes; that is all that you would get, and all that you will ever get.

Q. Do you remember how long we were working there?—I remember Mr. Fleming giving me a wiggling for allowing you to put it into the bank at all, but I don't think it was bad stuff.

Q. Would you think there were thirty men at work there, and from fifteen to twenty horses?—There were all that of horses, and I cannot remember about the men.

Q. Would you think they were there at work for a month?—Yes; three weeks, at any rate.

Q. If the bottom was soft there in that hole at my house, it would take some six thousand yards to bring it up to the level of the cross sections; I would not have been paid for it admitting that the bottom was soft?—Not beyond the ten per cent. I do not think your claim would amount to much in that case as you were at the great trouble to get stone for it.

Q. We put several thousand yards down there that went out of sight and were never seen?—Yes.

Q. Have you not often made me put in rip-rap there until you thought you had enough, and a week after you would make us go to work and put in more, and there was not enough then?—I did not anticipate it would take as much as it did.

By the Arbitrator:—

Q. Speaking of that embankment between the Restigouche Bridge and Station 510, how did you ascertain that quantity of embankment; was it by the borrow-pits or by the measurement of the bank itself?—It was by the measurement of the bank itself, and, so far as the test-pits went, the measurement there was only for progress estimates.

Q. In determining the quantity of embankment there, did you allow anything for the shrinkage of the bank?—We allowed only ten per cent.

Q. Can you tell me how much you allowed for that altogether?—There would not have been more than 7,000 yards allowed there, but this haul was in rather an awkward place, and it took more than that.

Q. Which quantity am I to take as your estimate of it?—63,600 yards.

Q. Does that allow the ten per cent. for shrinkage?—Yes.

Q. Is that less than the original quantity?—We allowed it one foot.

Q. What was the original quantity there?—78,560 cubic yards, I think.

Q. You have given it as 72,000 yards in your statement?—They were so often changed, it was impossible to remember them.

By Mr. Mitchell:—

Q. Do you remember getting down a foot on the same embankment between Stations 480, 509 and 510?—Yes.

Q. Do you remember putting it back again?—No; I never put it back again.

Q. Will you swear it was not put up a foot again?—I think so; I am sure it was never done by my orders or by the orders of my assistants.

Q. Would you be surprised now if you found out that the red line on the plan is the grade that is now used?—I say it is higher than that now. The Philadelphia Bridge Company sent one iron that we had to make it two feet higher for.

Q. Do you remember how it was that that borrow-pit, on Fraser's Flat, that you said sent out for me did not give near the quantity of stuff that was required for that embankment. You remember that the limits that you gave me in the first place were all taken out, and you to put one in again to take out more; do you remember that?—I do. It was very bad stuff. That was not our doing. It was the stuff you made embankments of. It shrunk.

Q. Did not I have to go back and take at least half as much more out?—I do not remember, but you went back twice.

Q. When you were laying that out in the first place, it was then you lowered the grade, and it did not require so much stuff, but when you raised the grade then, would it not require more stuff?—The grade was not raised by you, but it was raised by the ballast contractor.

Q. Will you swear that there is not four feet of gravel to day on that embankment?—I think there are four feet on it; there are two feet that were put on by the Philadelphia Bridge Company, or the Phoenixville Bridge Company, and there were two feet originally.

Q. This only shows a difference of one foot?—It was under a different contractor; it was John J. Macdonald that raised it.

Q. Could the other foot have been put on there unknown to you?—I think not.

Q. Your memory is good, and you could not have forgotten it?—I think not. It must have been done under my order, if it were done, and I never gave any orders to raise the grade there. If you were just as cute as you think you are, you would have put on two feet there.

Q. Have you got any of your own private pocket books that you used to have there?—No; Mr. Schreiber has them all.

Q. Do you ever remember drawing a sketch, something like this (sketch produced) and remarking that you had put it an inch to the foot too high, and after all, it was found in the following year to be two feet too low, and we had the ten per cent. to go upon; do you remember you and I standing on the bank below my own house, when I spoke of this stuff and said I did not see where it was all going to, when you drew the sketch for me and showed me the old line where it was, and also showed me a new line where I wanted it filled up to?—Yes; I remember that conversation, and I made you put on the two feet that the road required, but that was not raising the grade.

Q. Do you remember the conversation between you and me when I considered that we would put on this extra foot in a few days and get through with it, and you told me that there was more than that; you drew the slopes and showed me where the stuff was, and that was the first time I knew where the stuff was going to?—I remember all of that; that was when they were coming up the steep road with the French ponies drawing the stuff.

By Mr. O'Doherty:—

Q. They made the embankment up to the requirements of the grade the first year?—Yes; but they were so long about it that they had to make it up on two different occasions. They made it up to the levels we gave them first.

Q. Subsequently, you made them put on two feet more?—Yes; the next year we made them put on two feet more.

Q. And the next year two feet more?—Yes; towards the Restigouche Bridge it was done twice.

Q. So that you made them put on four feet extra?—Yes, the stuff was of a very bad description to make embankment of.

By the Arbitrator:—

Q. It appears, according to your statement, that after they got your levels they put on four feet more than you have given them credit for?—Yes.

Q. When they had put on four feet more, did it absolutely raise the embankment four feet above the grade?—No; it required that much to bring it up to the proposed grade.

Q. That was the natural shrinkage of the bank that he had to make up?—Yes; it was on account of the extraordinary quality of the stuff of which the bank was made, sand and clay and twigs.

Q. You say there that you allowed ten per cent for the shrinkage; do you think that you allowed enough?—Certainly not.

Q. How much do you think ought to have been allowed?—It would take twenty-five per cent to make up for that one borrow-pit at the bridge.

Q. I am speaking over the whole length of the embankment?—No; we allowed enough for that.

Q. What quantity come out of that borrow-pit?—I do not remember now; I think there were about ten to twelve hundred feet of embankment made out of that borrow-pit from Station 480 to Station 490, or thereabout.

By Mr. O'Doherty :—

Q. For the four feet added to that bank, taking into consideration the ten per cent. which you allow any way, would not fifteen per cent extra be much less than the four feet put on?—The shrinkage was very great.

Q. Inasmuch as you allowed only fifteen per cent extra for that, though you made them put on four feet extra, is there not an inconsistency?—No; it is what is customary.

Q. Did not the amount of material comprised in four feet extra, make more than the twenty-five per cent. extra which you speak of?—I think so.

Q. Do you not think it would come nearer to forty per cent?—No; I do not think it was so bad as that.

And the further examination of the said witness is postponed until Tuesday, the 25th instant.

OTTAWA, Thursday, 27th February, 1879.

LEONARD G. BELL, called and sworn, was examined by the Arbitrator as follows :—

Q. I learn from looking over this case that you were the District Engineer upon Section 19?—Yes.

Q. How much did your district comprise?—It comprised from the beginning of Section 17 to the end of Section 15, seven sections.

Q. During what time were you in charge of that district?—From about April, 1872, or May, until I was officially disconnected from it in October, 1873, but I did some little business with the district afterwards, until Mr. Schreiber came, I think.

Q. When was that?—I left it finally in May, 1874.

Q. During the time you were there, how frequently did you visit Section 19?—I suppose I must have seen it twice a month, and sometimes more frequently.

Q. Generally, about twice a month, winter and summer?—Perhaps not quite so often in winter; it was in the middle of my district, and going up to Section 17, I would pass through it.

Q. To see that the work was being done according to contract?—Yes.

Q. And also to be a check upon the Engineer in his measurements for progress estimates?—Of course it was part of my business to see that the progress estimates were correct, but I can hardly say that I made an official check of it.

Q. You satisfied yourself from your visits from time to time that he was making correct progress estimates?—I was, to the best of my judgment.

Q. In order that he might make those progress estimates, he would certainly want to know what the total quantities were, it being a bulk sum contract?—Yes.

Q. The total quantities had been estimated in the original bill of works?—Yes.

Q. And there had been alterations from time to time?—Yes.

Q. And those alterations affected the total quantities in one way or the other?—

Yes.
Q. It was necessary, therefore, I suppose, for you, in your position as District Engineer, to have a knowledge also of those total quantities?—Yes.

Q. I find amongst the documents here, one in your own hand-writing, I believe, in which you give an estimate of the cost of the work, giving the value of each item in detail. It is now filed as Exhibit No. 12, "Return estimate Contract 19, exclusive of the Restigouche Bridge, total quantities and rates revised schedule, 24th November, 1873." Is that your hand writing?—It is.

Q. Did you submit that to the Chief Engineer for his approval?—I must have done so for it is my writing.

Q. Did you ever get his approval on it?—I cannot say; I do not remember; it is dated 26th November, 1873, and I suppose I was in official connection with the work there, but I got notice from the Commissioners about the end of October, and my services ended 31st December, so that I was in official connection with it then. This exhibit is in my hand-writing, and I must have made it at the time it is dated.

Q. I see the prices in this exhibit, at which the quantities are returned, do not correspond with the prices in contractor's schedule. Where did you make the difference?—I do not know where I made the difference.

Q. If you had made the calculation at the contractor's schedule of prices would it not have over run the bulk sum; it has been stated in evidence, and it appears on the face of things here, that if the whole of the work in the original bill of works had been calculated at the contractors prices, it would have over-run the bulk sum?—I am not exactly aware of it in the present instance, but I believe it was a usual thing for them to over run nearly all the tenders.

Q. What is the bulk sum?—\$279,733.

Q. What is the bulk sum of the contract inclusive of the Restigouche Bridge?—Yes.

Q. You cannot just now tell me on what basis you established those prices for the progress estimates?—I merely established the price taking those quantities, and regulating the price as we considered fair to make up the bulk sum—relatively fair.

Q. I think I have a letter here from you with reference to that; instructions to Mr. Grant?—Yes; that is mine, (letter fyled as Exhibit No. 15).

Q. What was your object in writing that letter; was it to instruct Mr. Grant to take that as his guide in making his estimates?—Certainly; to use these prices unless I telegraphed him to the contrary.

Q. Do you ever have occasion to revoke them or change them that you remember of?—No; I do not think so.

Q. Where did you get those quantities from which this estimate was made?—They were furnished me by Mr. Grant.

Q. Do you know where he got them from; do you recognize any of the documents before you as having been before you previously. Take for instance this profile, Exhibit No. 4?—Yes; I think it is the working profile of Mr. Grant.

Q. Do you recognize any of Mr. Robert Shanly's work there?—No; I do not.

Q. Do you recognize tracing, Exhibit No. 5?—I also recognize that as Mr. Grant's.

Q. Do you find the quantities of excavation and embankment marked on those lands?—Yes; I see pencil figures.

Q. Would you accept that as a finished piece of work?—No; the figures are not in ink.

Q. The quantities of excavation and embankment are not marked in ink?—No; there is nothing that you could depend upon.

Q. You do not find the quantities set down as they ought to have been?—No; they are not.

Q. If you got from him any statement giving the details of those quantities upon which your estimates are founded?—I must have got his statement of those quantities.

Q. You got his figures from him?—Yes; I must have got them from him.

Q. Only what you supposed would be the quantities?—Yes.

Q. There is nothing here to show how these quantities had been obtained?—Not that I am aware of. I do not believe I have ever had in my possession the details of those quantities or a memoranda from which they were made.

Q. You take them as furnished by Mr. Grant?—Yes.

Q. And you hold him responsible for their correctness?—Yes.

Q. Now, we will come to a later period. I find a measurement of the crib-wharfing that seems to have been made by you. Is that your writing fyled as

Exhibit No. 9 ; do you recognize the slips accompanying Exhibit No. 9 ?—Yes ; they are my calculations and my writing.

Q. Can you tell when you made those calculations ?—One is dated from 4th June, 1877.

Q. That was made after the action was commenced against the Government ?—Yes ; I think I made the calculation here in the office.

Q. What from ?—From the cross-sections (Exhibit No. 8).

Q. From your knowledge of Section 19 (the plans and returns of Mr. Grant), you endeavored to find out the quantity of crib-wharfing ?—Yes.

Q. What is the quantity according to that return (Exhibit No. 9) ; I observe that you have taken exact portion of crib-wharfing there ; giving the area, average area, length and cubic contents ?—Yes.

Q. And they specify the stations where they occur ?—Yes.

Q. And you have given the total quantity at something like 53,000 cubic yards ?—Yes, 53,047 cubic yards.

Q. If you will follow it on, you will find that you compared it with Mr. Odell's measurements ?—Yes ; I see Mr. Odell's total quantity is 46,407 cubic yards.

Q. And you make it 53,047 cubic yards. How did you make that out ? Was it from the cross-section, Exhibit No. 8, that you found these quantities ?—Yes.

Q. Then you must have taken it station by station ?—Yes.

By Mr. Mitchell :—

There is a plan in the Department showing the different pieces of crib-wharfing.

By the Arbitrator :—

Q. Did you make your calculations from such a plan as Mr. Mitchell describes ?—No ; these calculations were made from the cross-sections. The plans that Mr. Mitchell describes may have been in the Department, but I do not remember it. In the original profile offered to tenderers, the crib-wharfing and rip-rap as shown by lines (plan produced).

Q. You could not make up the quantities of that plan ?—I got the length, but not the area.

Q. What is your impression about the result of that measurement. Do you think that is about the quantity that is there, or is it an excess. You have been over the work a good deal, and seen its progress, and must be better able to give a judgment than any one I know of, not excepting the Resident Engineer ?—In going over the work in that way, I did not attend very much to the details ; if I saw the crib-wharfing was of a proper size, I would at once pass it over.

Q. But in some places it was very broad, for instance, at the Devil's Hole ?—I must have believed that these measurement that are here, were fair measurements, but I cannot remember any particular of noticing during the construction, whether the work was broad or narrow. It was not from any data of that kind I made this calculation ; I assumed those dimensions as being fair.

Q. It was not simply an assumption ; you took them as actually measured on the cross-sections, Exhibit No. 8 ?—I believe in measuring the crib-wharfing, I assumed the back of it to be perpendicular ; I have tested one here, and I find that I calculated the back of the crib-wharfing as plumb.

Q. Would you infer from that the whole of them were calculated in the same way ?—Yes.

Q. Do you not know for a fact that they were not all built plumb as you passed over the work, or would you not know that instead of the bank being always plumb for the crib-work to be filled against it, the crib had to be fitted according to the natural slope of the banks ?—I believe so, but I cannot tax my memory with any particular instance.

Q. Of course, then, if the rear of that crib-work was not always plumb your measurement would be in excess ?—Yes.

Q. You know nothing about Odell's measurement ?—No.

Q. Do you know anything about the particulars of Grant's measurement?—I do not, except generally, perhaps.

Q. I found this document, Exhibit No. 9, amongst the other papers here; do you know how it came here; did you send it officially?—I did not; I made the calculations here in the office, and I suppose the document remained with the papers. Mr. Schreiber was here at the time I was making those notes, and it may have been handed to him.

Q. Then, you never made the return to the Department here as an official document?—No? except in that way.

Q. Not formally; it is not even signed by you?—No; Mr. Schreiber was here, and he knew what I was doing.

Q. Did you, in the same manner, calculate the rip-rap?—I cannot remember.

Q. Did you about the same time, undertake to verify or check the measurement of Mr. Grant as returned for a final estimate?—I remember spending a long time in considering it, and analyzing and preparing it.

Q. Were you able to make anything out of it?—I do not know that I was.

Q. Were you ever called upon to give an opinion upon the subject?—Not publicly.

Q. That return professes to give a final measurement, and it is the only final measurement we have of the section; it professes to give the final result of the contractor's operations, and I have failed to get from the maker of it, the details upon which it is founded; have they ever been given to you?—No; it was done after I left.

Q. But you have not gone over the calculations to see whether they are right or wrong since?—No.

By Mr. O'Doherty:—

Q. It was while you were an employee in the office of Public Works that you made this calculation that the Arbitrator has been examining you on?—Yes.

Q. You were directed by your superior officer, Mr. Schreiber, I suppose, to ascertain if the contractor's claim was correct or not?—Yes; it was with reference to that.

Q. Made under the direction of your superior officer?—Yes.

Q. And that is the result of your examination?—Yes; it remained in the office as part of my work done under official instructions.

By Mr. Mitchell:—

Q. We built the crib-wharfing before we built the embankment, did we not?—I daresay you began it.

Q. Did not we finish it in that way; did not we always keep the crib-wharfing ahead of the embankment 150 or 200 feet before we came on with our embankment?—I do not know.

Q. Had we any of it finished?—I cannot say.

Q. Do you know any case where we ran ahead with the embankment first and built a crib-wharfing afterwards?—I cannot.

Q. Then you consider that by giving me the crib-wharfing plumb down to the level of the cross-sections it would be all I would be entitled to; did you ever read the specification of the crib-wharfing?—I have.

Q. Was not all that crib-wharfing built out in the river?—Yes; I suppose the greater part of it was; the "toe" went out into river.

Q. Was the bed of the Matapedia river level all through; was it not a level bottom?—Yes.

Q. If I carried on the crib-wharfing ahead of the embankment, would not the slope from the back part of the top be out the other way instead of into the bank? In many cases, do you remember, I carried the crib-wharfing, clean back to the high ground?—I do not. With regard to the crib-wharfing, although I could not state distinctly any particular point, my impression and strong belief is that, although the embankment was not made first, still the crib-wharfing was not completed first, but

that it was begun, and perhaps not at the width necessary for the height, before the embankment. That is if it were a ten feet crib, it would be begun so that it would not have the width at the bottom.

By the Arbitrator :—

Q. You mean to say if the bank was to be ten feet high, it would have been built at the base in proportion to the ten feet; but it was not so built?—I cannot distinctly state the fact, but my strong impression and belief is that it was not.

Q. You mean to say the crib-work was not up to the specification?—It was not; that is my impression. From the memoranda of the 3rd measurement "calculations of crib-work from cross-sections estimated, according to Mr. Grant's sketch, the back of the crib to batter one to one." Mr. Grant gave me the information that it was so.

Q. According to that, what would be the quantity from the memorandum, Exhibit 9?—39,392 cubic yards.

By Mr. Mitchell :—

Q. I suppose you have seen the crib-work since it has been completed?—I have seen portions of it.

Q. Was that crib-wharfing finished in a workmanlike manner?—I don't remember having made any objection to it.

By the Arbitrator :—

Q. You never condemned any of it?—I don't remember.

By Mr Mitchell :—

Q. Do you remember whether it was built to a batter of two to one or not in front?—I do not remember.

Q. Did you ever get any complaint in regard to that crib-wharfing that I was carrying out according to specification, and to the Engineer's stakes?—I do not remember.

Q. There was no complaint on that point that you remember of?—Not that I remember of; it was five years ago.

Q. Did you ever know of one during all that time deviating from the Engineer's stakes in any portion of the work?—I cannot remember.

Q. If there had been complaints of that kind, do you think you would have remembered them?—If there had been any particular case I suppose I would have remembered it, but at the present time I do not remember of any.

Q. Will you swear whether that work was finished in a workmanlike manner all through or not when it was taken off my hands?—I will not.

Q. Were you with Mr. Schreiber the day he took it off my hands?—I do not remember.

Q. Did you meet them in Dalhousie in the fall of 1874?—I was not there then.

By the Arbitrator :—

Q. I would like to ask you about piling with regard to prices. Mr. Schreiber has not allowed as much for this work as the contractors claim. You remember at some stations piling was substituted for crib-wharfing, and it was recognized by the Department that the contractors should be paid for it, and they allowed \$6,472. The contractor's claim was \$7,825.80. The difference is chiefly founded on the price allowed; for instance, for the piling they charged 40 cents a lineal foot while the Department allows only 30 cents. What would you think of such prices as that down there at that time?—I should think 30 cents a lineal foot ought to be a good price for it, but I don't know.

Mr O'Doherty :—

Q. Had you been asked that question without any statement being made as to what the Government were paying and what the contractors claim, would you have known what to say?—I cannot honestly say that I would have known what to say about it; I have never done any work of the kind nor kept any account, except to see it done.

And further deponent sayeth not.

OTTAWA, Wednesday, 5th May, 1879.

ROBERT P. MITCHELL, called and sworn, was examined as follows:—

By Mr. O'Doherty:—

Q. You are one of the beneficiary plaintiffs?—Yes.

Q. And the Mr. Mitchell who was examined before the Exchequer Court?—Yes.

Q. Tell us, as far as you can, about that rip-rap which Mr. Grant has not given in his evidence; tell us, as near as you can, how much there was in it?—Neither Mr. Odell nor Mr. Grant has returned our measurement of rip-rap for the portion between Stations 480 and 494.

Q. Did not Mr. Grant give it in his original return to the Department?—No; at least he did not the other day.

By the Arbitrator:—

Q. Does that embankment run above the water?—Yes.

Q. And is the rip-rap along the whole of that distance?—Yes.

Q. How thick is it on the slope?—It holds the fence, and the fence sills are four feet six inches.

Q. Is that above the water?—Yes.

Q. How much above high-water mark?—The high water comes up to the sill.

Q. Is it overflowed with high water?—Yes; but it never came to the fence but once; it was the highest flood they ever had.

Q. You say the width would be about four feet six inches on top?—Yes.

Q. Does it run down with the slope of the bank?—No; it runs clean back into the bank, and that in the bank we had to do according to contract.

Q. How high is it?—About three feet at my house, and at the bridge about nine feet.

By Mr. O'Doherty:—

Q. Can you tell us how many yards is in that?—There should be between 4,000 and 5,000 yards; I do not swear to the exact quantity, as I never put a pencil on it; I have just taken a rough guess at it.

Q. What is that worth a yard?—It is worth a dollar and a-half a yard.

By the Arbitrator:—

Q. Where did the stone come from of which you made that rip-rap?—From the other side of the river; we brought it across on the ice; we could not bring it in the summer time.

Q. Across what river did you bring it?—Across the Restigouche.

Q. Is not that rip-rap a portion of the embankment itself; it was taken from the New Brunswick cut?—No; it is not; we widened the embankment on each side with rip-rap in order to secure the fence; I was with Mr. Odell all the time while he was measuring all the work, only on that place.

Q. Will you explain about this crib-wharfing?—I contend that I ought to be paid for all the timber projecting under the embankment beyond the back of the crib-wharfing, and which was not measured as a portion of the crib-wharfing; I also claim that I ought to be paid for all the gravel on which that projecting timber rests say of 70,000 yards in all.

Q. Please give me the dimensions by which you make 70,000 yards?—The average width of the first section is 16 by 12 feet, and the slope is two to one, making the bottom 24 feet, and the mean area of that 12 by 12 feet=144 feet; this is the first part of it; the next part of the calculation is: it is 56.50 feet in length, making a superficial area of 336 feet.

Q. You mean the area of the cross-sections?—Yes.

Q. In doing that you estimate, first, that the crib-wharfing is six feet wide on top?—Sixteen feet wide on top.

Q. That includes the gravel combined?—Yes.

Q. And the height?—Twelve feet.

Q. And the base—how much?—Twenty-four feet at the bottom and nothing at the top, making the mean 12 feet by 12 feet high.

Q. I want to ask you, did you always keep this crib-wharfing in advance of the embankment as you were building it?—Invariably; I would not be allowed to do it in any other way, I had a crib-wharfing Inspector, whose name was Innis.

Q. And as you furnished a section up, he would approve of it before you were allowed to cover it?—Certainly; I was not allowed to get my embankment within a hundred feet of it.

Q. Then it was perfectly possible for the engineering staff or anybody to measure up that crib-wharfing before the embankment was placed on it?—Yes.

Q. Did you always build it according to the plan?—Always; only the last piece that was built—I think some 500 feet, that they took off the longitudinal.

Q. You say the crib-wharfing was always made in advance of the embankment, but where there was no embankment, and you had to fit it against the rock on the natural bank, how was it?—There was none of that; there is not a bit of crib-wharfing there, except where the embankment is built upon it.

Mr. O'Doherty asks leave to amend the particulars of the crib-wharfing so as to increase the quantities to 75,000 yards.

Application noted.

By the Arbitrator:—

Q. What was that crib-wharfing worth?—Two dollars and fifty cents a yard; that is Mr. Fleming's estimate and it is a fair price.

By Mr. O'Doherty:—

Q. Then, this item of first-class masonry, 4,740 yards; what was that worth?—It was worth \$20 a yard.

Q. Did it cost you that to do it?—Yes; every cent of it; I paid my sub-contractors \$17.50 a yard for second-class to build it into first, and they burst up at that, and I had to take the work from them and finish it myself.

Q. This item of 400 yards of concrete at \$4 a yard; was that done?—There was some concrete put down for the bridge.

Q. Did you claim this apart from the bridge?—Yes; it was put down in different places at culverts and bridges.

Q. Then, there are 7,415 yards of earth excavation in foundations; was that work done?—Yes; it had to be done to get the masonry in.

Q. What was that worth?—I think the contract price was 50 cents a yard, but it is worth a dollar.

Q. Did it cost you that?—Yes; it cost us that; in some places it cost more, and in some places it cost less.

Q. Why should it cost so much as that?—In some cases we had to put in steam pumps to keep the water out.

By the Arbitrator:—

Q. And that item includes the pumping?—Yes.

By Mr. O'Doherty:—

Q. Then, there are 300 yards of rock excavation in the foundation charged for?—I know that work was done, for I was at the blasting of it myself.

Q. Was it worth the price charged for it, \$2.50?—It was; and if we had gone any depth with it we would have had to charge a larger price than that.

Q. You charge here for 400 feet of fine timber in beam culverts. Is that lineal feet, or double track, or what is it?—As far as that item is concerned, I do not remember. The Court took all my measurements from me; I have not got them. I went to Mr. Cassels, the Registrar of the Court, five or six times for them, but he told me he thought the Judge had lost them. Mr. Grant's figures are wrong. I had to have this timber up from Dalhousie, a distance of thirty miles. It comes down the river about a hundred miles from where they get it, and it is very scarce.

It had to be clean timber; the inspector would not allow us to put in a stringer with a knot in it, and it was worth fifty cents a foot. I believe I paid fifty cents a foot for it myself in Dalhousie, and hauled it up besides.

By Mr. O'Doherty:—

Q. With respect to the diorite quarry, how much of your claim arose since the signing of the last contract?—Somewhere in the neighborhood of \$2,000.

Q. For filling protection at Fraser's Flat, at Station 485, you have charged 3,000 feet of filling at 40 cents a foot?—Yes.

Q. Was it worth that price?—It was.

Q. And you have 600 feet of king piles at 50 cents a foot?—Yes.

Q. Was that a fair price for it?—Yes. The way I came to make a difference in that is, we had to shift our piling machine every pile we drove ten or twenty feet, whereas for the face piling 40 cents was a better price, because we only had to shift the machine a foot for every pile.

Q. You have also charged for 1,200 feet of walling at 40 cents a foot; is that a fair price?—It is.

By the Arbitrator:—

Q. What is the size of the walling?—I suppose it would be one foot by eight inches.

Q. Was it made of a single piece of timber sawn in halves?—Some of it was made in that way, but there was a lot of it condemned because it was too small at the small end.

Q. What price do you charge for the walling?—Forty cents a foot; it had all to be dovetailed into the sides and then bolted.

Q. Then, the 900 feet of cross-bearing at 40 cents a foot; is that a fair price?—The cross-bearing is the best price of the whole.

Q. What is the size of it?—Six inches by seven; but the sheet piling is very low.

Q. Wrought iron bolts at ten cents a pound; is that a fair price?—It is too little; I should have ten cents a pound for them as iron was very dear then.

Q. Item No. 23. At item No. 28 I paid 500 cubic yards of excavation, as per plan, at 30 cents?—That excavation was done; the plan shows it.

Q. And 2,700 feet of rock put on as rip-rap at \$1.50 a yard; was that a fair price?—Yes.

Q. The total amount charged for these sub-items of Item No. 28 is \$7,825.80; is that a fair price for that work; did it not cost you that?—Yes: the only profit in that work is whatever I got by the back bracing. I never had less than half a dollar a foot for piling in my life; piling is worth all over the world 50 cents a foot.

Q. Down there the prices of everything were very high at that time?—Yes.

Q. Two or three times what they are now in this section?—Yes; I had a little advantage in not having to move the piling machine in the face piling. That is the reason why I put it down to 40 cents.

Q. Item No. 29, road diversion at Station 114, \$1,218. I think you agreed upon the price with Mr. Grant for that?—Yes.

Q. Was that work done, and is it a fair price?—Yes.

Q. About those cattle-guards; you charged \$3 for one and \$1.50 for the other, which Mr. Grant says was too much; but he says there was a third cattle-guard; what do you think would be a fair price for them?—I consider those fair prices.

Q. Would you be willing to let the three go at \$4.50?—The \$3 one was the worst of them all, because it was excavated in solid rock.

Q. What would be a fair price for the three?—I think the price charged is none too much for them.

Q. There is only a price charged here for two?—The other one was at my house and it was not worth so much, but I should say it was worth \$1.00.

Q. That would be \$5.50 for the three?—Yes.

Q. Is that a fair price?—Yes; I think it is.

By the Arbitrator :—

Q. How many cattle-guards and road-crossings did you make?—Three.

Q. You are aware that you were obliged by the contract to make two?—I don't remember; the bill of works would have the two main road-crossings down and the one at my house is the extra one.

By Mr. O' Doherty.

Q. Now, about this crib wharfing that was carried away; you have stated in evidence before the Court that it was carried away by ice?—Yes.

Q. And under the second contract did you build that twice?—Yes.

By the Arbitrator :—

Q. You are aware that Mr. Grant says it was not carried away?—He says only some of it was carried away.

Q. He swears that it was not carried away that it was only damaged by the ice; are you perfectly satisfied that it was altogether carried away?—It was all carried away but the bottom logs; the stone tumbled down to the bottom log and held it fast.

Q. What was the cause of that ice coming that way?—They shifted the line and threw it out into the river; there was a change of location; and when they went to build the crib wharfing the ice shoved and it struck a point of rock on the other side and narrowed the channel; the ice had not room to pass, and it shoved over to the crib wharfing and tore it away.

By Mr. O' Doherty :—

Q. Did you inform the Engineer of that danger?—I did, and suggested to him that the rock should be removed before the crib wharfing was built.

Q. If the Government had removed that point of rock when you pointed out the danger, the crib wharfing would not have been carried away?—No; this rock was afterwards taken away by orders from the Government.

Q. This crib-wharfing, you say, was rendered necessary by the change in the location of the line?—Yes.

By the Arbitrator :

Q. At what station did this occur?—Between Stations 248 and 253.

Q. Was that crib-wharfing built in advance of the embankment?—The crib-wharfing was built as the embankment progressed.

Q. Not in advance of it?—No; that is where the washing took place; we would build an area of crib-wharfing and then wash the embankment down upon it.

Q. Was that crib-wharfing fitted to the ground or to the bank of the hill, so that the back part would not be perpendicular, or how was it?—All the crib-wharfing there was pretty level; the channel of the river is on the other side, and the bottom of the river is no deeper within two feet of the channel than on the side; it is perfectly level.

By Mr. O' Doherty :

Q. "Item 34, the price paid to Fraser;" is that a fair price for the work?—I consider it a fair price; I paid that to the sub-contractor who did the work.

Q. "Item 35:" you claim five thousand dollars for sloping the rock at the New Brunswick cut?—Yes.

Q. Is that a fair price for the work?—Yes; how we came to charge so little for that was the clearance of the rock was downward, and we had an open face to work on.

By the Arbitrator :

Q. How did you get the quantity?—I got it by taking the difference between the slopes that are there now and the slope of one and a quarter to one; the different measurements were on the sheets I brought up with me; they were put into the Court, and it seems the judge has lost them.

Q. Could you give them to me now?—No.

Q. Did you reduce it to a uniform slope of one-half to one, or did it go according to the nature of the slope?—We took it out according to the nature of the rock, because the rock stood on edge, and the water getting into the seams would freeze and tumble it out on the track.

By Mr. O'Doherty :

Q. From your memory of it, are you satisfied you took out 5,000 yards?—Yes; I am satisfied I took out that much—every yard of it.

By the Arbitrator :

Q. How much did you charge for that?—One dollar a yard.

Q. Is it worth that?—Yes; it is; it was a very awkward piece of work to do; we had in some places to erect staying and suspend it with ropes from the top of the cliff so that the men could work at it.

Q. Do you think it cost you that much?—I think it did.

By Mr. O'Doherty :

Q. You claim 19,500 yards at 30cts. per yard for soft bottom; are you satisfied that there was that quantity of cubic yards, and that it was worth 30cts. a yard?—Yes; and there are 88 yards that I did not put into the bill; but taking the dimensions there are 88 yards more. The original quantity was 24,088 yards, and I allowed 4,500 yards for the soft material, from which I would get a benefit; I give credit for that amount.

By the Arbitrator :

Q. Where did the earth come from to make up that amount; was it from a borrow-pit or excavation?—Some places it came from borrow-pits. In all those places it came from borrow-pits: Stations 410 to 420, 495 to 502, 148 to 170.

Q. You have given the dimensions for each of these places?—Between Stations 410 to 420, one thousand feet, but I only charge them for 233 yards, nearly 700 feet, by 16 yards in width, by $1\frac{1}{2}$ yards in depth; then between Stations 502 and 495, 233 yards; again, 700 feet, or nearly so, 26 yards by two yards. From Stations 148 to 170, 733 yards in length, 15 yards in width by one yard deep.

Q. Altogether amounting to how much?—Amounting to 20,038 yards; allowing for the soft material 4,500, it will give a balance of 19,588 yards.

By Mr. O'Doherty :—

Q. Was any portion of this measured by the engineers, either as excavation in borrow-pits or road-crossing?—No.

Q. Or was it allowed in the embankment?—No.

By the Arbitrator :—

Q. You cannot undertake to say that Mr. O'Neil has not included it in his measurements?—I do; it is material that is below the cross-sections entirely, and has gone out of sight in the soft places.

By Mr. O'Doherty :—

Q. All that is below the surface and out of sight is not included in the measurement of the engineers?—It is not.

Q. Then, the next item, \$5,000, sustained by not receiving the moneys at the proper time; did you sustain that loss?—Yes; and more.

Q. Was it by any fault of yours?—None whatever; I earned the money but didn't get it.

Q. Had you done everything that was to be done on your part to entitle you to get the money?—Yes; I had done everything the Engineer ordered me to do, and did it in a workmanlike manner that gave every satisfaction.

Q. Whose fault was it that you didn't receive the money?—The fault of the Government, of course.

Mr. O'Doherty asked leave to add to his particulars, the earth spoken of by Mr. Grant, 300 yards, in connection with Item 29.

Application noted.

Q. In your particulars, there is a large quantity of rock, 13,335 yards for which you claim \$1.20 a yard?—Yes.

Q. Is that a fair price for it?—It is.

Q. Was it worth that?—It was.

Q. Then you claim 11,061 yards of rock at \$2 a cubic yard?—Yes.

Q. Is that a fair price for the work?—It is.

Q. Did it cost you that amount to do it?—It did.

Q. Then, Item No. 7, 906 cubic yards, between Stations 509 and 520 at \$4 a yard?—Yes; that is taking out the bottom at the station opposite our store.

Q. Was that work done?—Yes.

Q. Was it occasioned by change of grade?—Yes; it was.

Q. And the work was actually done?—It was actually done clear through the cut.

By the Arbitrator:—

Q. You are aware, of course, that Mr. Grant positively swears that there was no change of grade there, and the only work was excavating side-ditches?—I swear there were no side-ditches taken out in that cut at all. He has got the side-ditches mixed up with something else.

Q. I tried to show him that he had made a change there by comparing the plan that he had sent to this office with the original, and he pointed out to me that the original showed no change, where, as the copy he sent to me did show a change, and on the strength of that he maintained there was no change, because it was not marked on the original plan?—I contend there was a change of grade there.

By Mr. O'Doherty:—

Q. Items Nos. 7 and 8. You have, in these two items, charged for 916 and 1,528 cubic yards respectively of rock-work taken out?—Yes; one is the New Brunswick cut at \$4 a yard, and the other is the cut back of our store.

Q. Were those quantities taken out by reason of change of grade?—Yes.

Q. And the work was actually done?—Yes; I superintended it myself.

Q. What was that worth, taking out that bottom?—It was worth \$4 a yard.

Q. You think it actually cost you that to take it out?—It did.

Q. I believe it was very expensive in consequence of the water?—It was very wet; we had to get down dynamite for it.

By the Arbitrator:—

Q. How did you know there was a change of grade there?—Because he changed the stakes.

Q. After cutting to one set of stakes, he often put down one and made you go deeper?—Yes; and I asked him what the trouble was; he said it was the Yankee iron.

Q. That is in the New Brunswick cut?—Yes; I do not remember what he said was the reason of the other change, but I took it out according to his first levels and he afterwards charged them; he wanted to make an easy grade to come into the station ground.

By Mr. O'Doherty:—

Q. You are positive that you did the work and that there was a change of grade there?—Yes, I am positive of it; and I know there were no side-ditches there, unless they have been built since I left.

By the Arbitrator:—

Q. How is the cut drained?—The ballast comes up so high that it forms a drain itself on both sides; the fact is, the Engineer was right in the first place. Then he made me go 18 to 20 inches deeper, after which we found out that his first levels

were correct and his second levels were wrong; so he had to go to work and fill it with three feet of gravel instead of eighteen inches; when I put that question to Mr. Grant the other day, he said, on oath, that Mr. Fleming wanted three feet of gravel put into the cut.

Q. You are satisfied that you never excavated any ditches in the cut?—No; I never cut any there; and I am satisfied that there are none there now.

Q. Is there any circumstance to which you can refer that forms that change of grade; are these cattle-guards on the crossing?—There was one in particular for which I procured timber to build it such a depth, according to the plan; but when I came to put in the cattle-guards, I had to throw away some timber, as the excavations were not so deep as we calculated on.

By Mr. O'Doherty:—

Q. You have seen the whole of this bill of particulars?—I have.

Q. Was all that work done?—Yes, it was, I am not going to swear to the quantities, as they were measured by the Engineer.

Q. Can you swear that all the work was done, with the exception of being able to swear as to quantities?—Yes; and the items were all executed.

Q. Were the prices charged reasonable?—I would not do the work for any less than the price charged there.

By the Arbitrator:—

Q. It appears upon the documents I have here, that when the work was taken off your hands, there was a piece of embankment not made up, and therefore a reduction made by the Engineer for it; you have stated, in reply, that although there was that much embankment not finished, there was an overhaul which you say was equivalent to it?—Yes; the haul was in the neighborhood of 3,000 feet, and we had to make up the material for the half bank at the Devil's Hole, and the stone we used there had to be drawn nearly three miles.

Mr. O'Doherty claims that the suppliants should either allow for the overhaul or there should be no reduction made for the half bank.

The Arbitrator notes the application, and further deponent saith not.

OTTAWA, February 25th, 1879.

Council for both parties been present at the examination.

(Signed) S. KEEFER.

JAMES ODELL, re-called by the Arbitrator, was examined as follows:—

Q. I observe that in your statement, and in your previous evidence, you have stated the gross quantity of excavation on Section 19 to be 455,728 cubic yards, and of rock excavation 67,975 cubic yards; I wish to ascertain the particulars of that measurement?—Statement, Exhibit No. 2, is merely the summary of what was contained in the cross-sections, excavation and embankment. I was under the impression that a paper similar to Exhibit No. 10 was filed before the Court, showing the earth excavation to be 241,835; then, for ditches, culverts, inlets and outlets, etc., 19,893; then, I compute borrowing for the embankment, 195,000.

Q. Did you measure those borrow-pits?—I measured some of them.

Q. That is the way you make up the 455,728 cubic yards?—Yes; and this rock excavation is in addition to that.

Q. How did you get at that 195,000 yards borrowed for embankment?—I took the different embankments and the different cuttings and calculated the difference between them; it was, of course, merely a computation; I took the calculation of the embankment from the cross-sections that were furnished to me by the Engineer; I have a list of the items made up here if you approve of them being handed in.

Q. You have taken the quantity borrowed from calculations from the cross-sections?—Yes.

Q. You have assumed that so much would go to the right, so much to the left, and the balance would require to be borrowed?—Yes; I returned the total quantity of material borrowed, as calculated from the cross-sections, and then deducted from that quantity what he actually did borrow from borrow-pits; the actual amount borrowed was 194,004 cubic yards.

Q. This statement, as I understand, is made upon this principle: that the quantity of embankment having been measured by you, the excavation, as far as it would go, would be used in that embankment, and what was wasted or spoiled would be added to the quantity of excavation done as excavation?—Yes.

Q. So that wherever any material has been wasted or spoiled that is to be added to the excavation proper?—Yes.

Q. Although it was in a great measure by the measurement of the embankment itself?—Yes.

Q. We have had some evidence on the question of 19,893 yards, of ditches, culverts, inlets and outlets; you have measured them, have you not?—Yes.

Q. Those were outside of the line of railway?—Some of them were, but not all.

Q. Of course you could not tell how much of that material, if any, went into the embankment itself?—I cannot; I was not present when the work was done, but what I measured, I supposed, was not put into the embankment; for instance, there were a great many of them inlets and outlets of culverts, and some of those ditches were outside the railway boundary altogether.

Q. And if any of that went into the embankment it should be deducted from the total excavation?—Of course, but that I had no means of proving as I had not seen the work done.

Q. The embankment has a slope on the outside, towards the river, of two to one?—I did not measure it, but I think the cross-sections are one and a-half to one; the crib-wharfing, I understood, was to have a slope of two to one.

Q. If any part of that crib-wharfing comes within the line at all it will take the place of the embankment?—Yes.

Q. Would that embankment have been allowed for in the quantity of embankment which has been returned as excavation?—Yes, it would.

Q. Then by paying for crib-wharfing on the perpendicular line, as you have calculated it, and paying for the embankment on the assumed line of the slope, would be paying twice over for the same material?—Yes.

Q. Your calculations were made that way, were they not?—I assumed the rear side of the crib-wharfing to be perpendicular, according to the tracing that was furnished to me; I might add, if you wish to verify the computation, that I have the calculations of the embankment from crib station; if it is any object, I can furnish it.

Q. You mean to say, you have the particulars of all this?—Yes.

Q. What station was the wasting done at?—From Station 249 to Station 258.

Q. The greater portion of that would be wasted?—A good deal of that was wasted, most of it was washed directly down into the river.

Q. But it so happened that a portion of it formed part of the embankment, and that would be measured, but the greater portion of it spoiled?—Yes.

Q. Could you tell us what proportion of it was spoiled?—There was more in the cut than was necessary to form the embankment.

Q. You measured exactly what you found on the slope?—Yes.

Q. Was it cut accurately to the given slope of the railway?—I think if I remember well, it was; it was very uniformly and evenly done.

By Mr. O'Doherty:—

Q. Mr. Grant, in his evidence, stated that it was irregular cut?—I did not find it so when I saw it.

By the Arbitrator :—

Q. Would a stranger know that it had been done by water?—No; I should not have known it unless informed of it.

Q. Did you measure the whole of the work at the New Brunswick cut as you found it, or as it appears in the cross-sections of the completed work that they have furnished me with?—I measured it exactly as I found it.

Q. Including the whole of the rock and the whole of the clay?—The whole, both rock and clay.

Q. And the quantity you have given in your return includes that?—Yes.

Q. Between Stations 479 and 495 have you measured any rip-rap?—The only rip-rap I measured there was at Station 494, that is at the foot of the road crossing, 75 feet long.

Q. What was the quantity?—I do not remember; It was about 33 cubic yards; the dimensions are 75 feet long by three feet wide, by four feet high.

And further deponent saith not.

Item No. 6.—Rock excavation between Stations 76 and 125; change of line limited to Stations 98 and 119.

Rock excavation as per cross-sections between Stations 98 and 104—5,917 cubic yards.

Comparative Exhibit of measurements as taken from cross-section streets, between Stations 215 and 275.50.

Embankment.		Excavation.			
Odell.	G. A. Keeper.	Odell.		G. A. Keeper.	
		Rock.	Earth.	Rock.	Earth.
426	425	.....	496	678	134
6,250	6,992	3,192	16,452	3,696	15,760
2,577	22,370	.....	87,894	.....	89,459
17,965	17,899				
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
46,218	47,686	3,192	104,842	4,374	105,353

MURRAY vs. REGINA.

Crib-wharfing.

Original Bill of Works, lin. ft.		Odell's measurements, lin. ft.	
79.00—83.00	400 ft.	79.00—83.00	400 ft.
87.00—91.00	400 "	87.00—91.00	350 "
102.00—106.00	400 "		
110.00—113.00	300 "		
249.00—268.00	1,900 "	247.00—252.30	530 "
		259.00—269.30	1,030 "
308.00—317.00	900 "	305.00—317.90	1,290 "
		329.50—334.00	450 "
332.00—335.00	300 "	339.50—355.50	1,600 "
340.00—355.00	1,500 "		
<hr/>	<hr/>	<hr/>	<hr/>
Total.....	6,100 l.ft. 49,000 c.y.	Total.....	5,650 l.ft. 46,207 c.y.

Revised bill.—P. Grant.		Odell.	
80.00—83.50	350 ft.	79.00—83.00	400 ft.
87.50—91.10	360 "	87.00—91.00	350 "
247.00—252.30	530 "	247.00—252.30	530 "
258.30—268.50	1,020 "	259.00—269.30	1,030 "

307.00—317.50.....	1,050 ft.	305.00—317.90.....	1,290 ft.
300.00—334.90.....	490 "	329.50—334.00.....	450 "
340.00—355.00.....	1,500 "	339.50—335.50.....	1,600 "
Total.....	5,300 l.ft.	Total.....	5,650 l.ft.
	29,650 c.y.		46,207 c.y.

See Plant Profile.

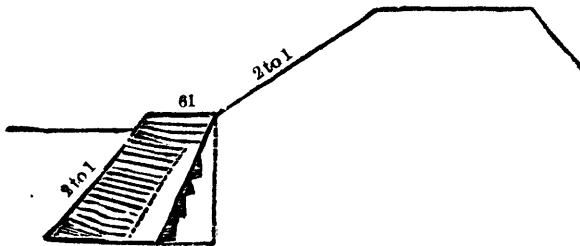
256.00—269.00	1,300 lin. ft.
305.00—317.00	1,200
	2,500
	2,070
	430
	5,300
	5,730

Memorandum of Crib-wharfing.

	Original.	Revised.	Odell.
Length	6,100 lin. ft.	5,300 lin. ft.	5,650 lin. ft.
Quantity	40,000 c. yds.	27,650 c. yds.	46,207 c. yds.
Area.....	177.29 sq. ft.	151 sq. ft.	221 sq. ft.

NOTE.—There is a probable error of 430 ft. omitted by Grant at Station 258—268, and at 307—317; that added, the actual length, according to Grant, will be 5,730 ft.

The evidence on this item is very conflicting. Grant has given no detailed measurements. If he made them, they cannot be found; that is a fatal omission. On the other hand, O'dell tells us plainly that he assumed the work to be according to plan furnished, which, it appears was not strictly followed. The rear line is not vertical in all plans, nor is the height 4 to 5 ft. above high-water, as per plan, but only one foot. The true quantity must, therefore, be less than O'Dell's measurement. It is now impossible to uncover this work for re-measurement. Grant says Bell



measured it, and agrees with him. Moreover, Grant says cribs were filled with rock from the rock-cuts. That being the case, the quantity of excavation must be increased by as much as the stones measure outside the slope of the bank.

The crib-work was fitted to the bank as here shown. Correct measurement of this should have been made and kept for the final estimate. Now, it cannot be correctly ascertained; it can be done only by approximation.

18th February, 1879.

Marcus Smith directed to assume an area of 132 square feet for the work, but that could not be complied with.

JELLETT.

Mark.—I have since found a calculation of the crib-wharfing as actually built by Bell, making the total quantity 53,041 cubic feet.

EXCAVATION—215 TO 275.

Station.		Heights.		Tabular Number.	Length.	Cubic Yards.		Remarks.
From.	To.					Rock.	Earth.	
215	216	0	2	89	100	.....	89	
	+50	2	0	89	50	.....	45	
							134	
217+50	218	2	2	167	50	84	.....
	219	2	5	297	100	297	.....
	220	5	2	297	100	297	.....
							678	
231	232	1	9	576	100	.....	576	
	233	9	12	1,472	100	.....	1,472	
	234	12	14	2,000	100	.....	2,000	
	160	14	14	2,230	60	.....	1,338	
235	235	14	10	933	40	.....	373	
	235+40	0	22	1,792	40	.....	717	
	236	22	22	4,481	60	.....	2,689	
	237	22	22	4,481	100	.....	4,481	
	+50	22	14	3,296	50	.....	1,648	
	238	14	0	933	50	.....	466	
							15,760	
233+50	234	0	5	211	50	105	.....
	+60	5	5	431	60	259	.....
	235	5	2	297	40	119	.....
	+40	2	14	722	40	289	.....
	236	14	14	1,322	60	793	.....
	237	14	14	1,322	100	1,322	.....
	+50	14	13	1,269	50	635	.....
+80	13	0	581	30	174	.....	
							3,696	
249+50	250	0	28	2,593	50	.....	1,296	
	251	28	28	6,637	100	.....	6,637	
	252	28	29	6,835	100	.....	6,835	
	253	29	48	11,539	100	.....	11,539	
	254	48	43	15,220	100	.....	15,220	
	255	43	43	13,776	100	.....	13,776	
	256	43	42	13,498	100	.....	13,498	
	257	42	37	21,165	100	.....	12,165	
	258	37	23	7,535	100	.....	7,535	
	+50	23	0	1,916	50	.....	958	
							89,459	

EMBANKMENT—215 to 275.50.

Station.		Heights.		F'abular Number.	Length.	Cubic Yards.		Remarks.
From.	To.					Rock.	Earth.	
215	216	1	1	68	100	.....	68	
	+60	1	4	196	60	.....	118	
	217	4	3	289	40	.....	108	
	+50	3	2	193	50	.....	96	
	218	2	0	70	50	.....	35	
							425	
220	221	0	5	204	100	.....	204	
	222	5	7	580	100	.....	580	
	223	7	3	261	100	.....	461	
	224	3	6	400	100	.....	400	
	225	6	8	715	100	.....	715	
	226	8	8	859	100	.....	859	
	227	8	8	859	100	.....	859	
	228	8	5	648	100	.....	648	
	229	5	3	342	100	.....	342	
	230	3	2	193	100	.....	193	
	231	2	4	241	100	.....	241	
	232	4	5	396	100	.....	396	
	233	5	7	580	100	.....	580	
	234	7	2	407	100	.....	407	
	+60	2	1	107	60	.....	164	
235	1	2	107	40	.....	143		
							6,992	
237-80	238	0	8	370	20	.....	74	
	239	8	14	1,381	100	.....	1,381	
	240	14	15	2,081	100	.....	2,081	
	241	15	13	2,972	100	.....	1,972	
	242	13	14	1,863	100	.....	1,863	
	243	14	13	1,863	100	.....	1,863	
	244	13	13	1,757	100	.....	1,757	
	245	13	13	1,757	100	.....	1,757	
	+50	13	10	1,462	50	.....	731	
	246	10	9	1,100	50	.....	550	
	247	9	12	1,278	100	.....	1,278	
	248	12	10	1,366	100	.....	1,366	
	249	10	8	1,019	100	.....	1,019	
250	8	9	937	100	.....	937		
251	9	10	1,100	100	.....	1,100		
252	10	2	608	100	.....	608		
							20,337	
							2,033	
							22,370	

EMBANKMENT—215 TO 275.50—Continued.

Station.		Heights.		Tabular Number.	Length.	Cubic Yards.		Remarks.	
From.	To.					Rock.	Earth.		
257	258	2	4	241	100		241		
	259	4	9	656	100	.....	656	
		+50	9	13	1,372	50	686	
	260	13	12	1,656	50	.....	828	
	261	10	11	1,274	100	.....	1,274	
	262	11	12	1,459	100	.....	1,459	
	263	12	10	1,366	100	.....	1,366	
	264	10	11	1,274	100	.....	1,274	
	265	11	9	1,187	100	.....	1,187	
	266	9	12	1,278	100	.....	1,278	
	267	12	10	1,366	100	.....	1,366	
	268	10	9	1,100	100	.....	1,100	
	269	9	8	937	100	.....	937	
	270	8	5	648	100	.....	648	
	271	5	5	453	100	.....	453	
	272	5	5	453	100	.....	453	
	273	5	4	396	100	.....	396	
	274	4	5	396	100	.....	396	
	275	5	4	396	100	.....	396	
		+50	4	0	156	50	78	
							16,272		
							1,627		
							17,899		
98	99	0	4	168	100	168	.....	
	100	4	3	297	100	297	.....	
	101	3	3	253	100	253	.....	
	102	3	6	386	100	386	.....	
	103	6	4	408	100	408	.....	
	104	4	0	168	100	84	.....	
					1,596				

453	0·0					
454	20×2	40	.....	100	1,330	.....
455	20×2	40	40	100	4,000	.....
+75	28×2·75	77	58·5	75	4,388	.....
456	27×2·5	67	72	25	1,800	.....
457	44×4·5	198	132·5	100	13,250	.....
458	48×4·5	216	207	100	20,700	.....
459	49×5	245	230·5	100	23,050	.....
+45	60×6	360	302·5	45	13,612	.....
460	49×5	245	302·5	55	16,637	.....
461	73×6	438	341·5	100	34,150	.....
+70	67×5	335	386·5	70	27,055	.....
462	55×4·5	247	291	30	8,730	.....
463	50×4	200	223·5	100	22,350	.....
464	40×3½	140	170	100	17,000	.....
465	0·0	00	.....	100	4,660	.....
					212,712	
					70,904	
					7,545	

Station.	Grade in original Profile.	Grade as per finished and secured.	—
.....	146·00	145·19	-0 81
463 0	146 00	145 32	-0 68
462 0	146 00	145 36	-0 64
461 X	146 00	145 45	-0 55
460	145 90	145 58	-0 32
459	145 80	145 71	-0 09
458 0	145 70	145 84	+0 14
457 0	145 60	145 97	+0 37
456	145 50	146 06	+0 56
455	145 40	146 31	+0 91
454	145 30	146 44	+1 14
453	145 20	146 57	+1 37
452	145 10		
451	145 00		

MURRAY VS. REGINA.

Notes on the Evidence taken in the Exchequer Court.

Plaintiff's Case—Robert Peter Mitchell.

4th Sept., 1870.—Grant and Fleming visit Diorite quarry. I told him to proceed, it would get better as he advances. After one month's work refused to go on, but Grant said he must continue. Continued 8 months; till March or April, 1871; then abandoned the quarry, though ordered to continue. All this previous to 2nd contract. Ruled out of Court.

Item 24, \$12,187.80, disallowed. Item 24 substituted \$1,637.20.

A. 34. Claims \$5,000 damages for non-payment of progress estimates in time. Plant seized, stores broken open, &c, went 700 miles to see Mr. Fleming.

A. 37. Delayed by bridge 6 months. Bad foundations; all had to be piled; it took a year; Murphy's work.

A. 40. Delayed by want of borrow-pits 1 year; by first-class masonry in place of second; by road diversions, their chief causes of delay, for 18 months.

3,000 cubic yards masonry turned from second to first-class.

Cross-examined.

A. 41. Had chief management of the works throughout, his partner assisting.

A. 45. He bought out Tuck. Had nothing to do with the work previously. Tuck did no work, not a stroke. A. 46.

A. 49. Began work in August 1870.

A. 71. Change of line at 435-465 caused change of road 1,200 feet.

A. 73. Material from wedge of rock was pitched over bank and wasted, yet it was wanted.

A. 75. Wrong levels given at 460 x 40 to end of cutting. The mistake not found out until whole cut was out all to 100 feet. It was too high. Grant found out the mistake, altered the grade, and told him of it; blamed it on the iron bridge.

A. 89. Admits the changes; sometimes reduced the work.

A. 95. 3,060 cubic yards first class masonry required by verbal orders of Engineer.

A. 98. 4 culverts built dry. 2nd day.—All the rest laid in cement.

A. 105. Item 34—Cutting nearly complete where this slope was taken off.

Change made in summer of 1871, slope increased from 4 to 1 to $\frac{1}{2}$ to 1.

A. 112. Difficulties of construction caused delay on bridge. It was in his own hands for 2 years; then turned over to Murphy, who could not complete it any sooner.

A. 117. Crib-wharfing was completed according to plan (O).

A. 120. Work at 260-270 done according to directions of Engineer and Inspector; "ice smashed it up."

A. 120 to A. 134. Discussion about claims 32-33.

A. 137. Told Grant before wharf was built that rock must be taken away. It was done after he left the works by the Government.

A. 142. Line shifted 13 feet towards the river.

A. 144. Work taken off his hands fall of 1874. Schreiber and Brydges were satisfied with it.

A. 145. Money not paid till January or February—4 or 5 months after work was accepted.

+. 16. Jellet had given the wrong levels in N. B. cubic feet, 6 feet too high. Crib-wharfing 12, 14, 16 feet deep; "Devil's Hole" the deepest; the rest will average 12 feet; measured it often.

+. 17. Rip-rap 12, 5, 6 feet deep.

Recalled.

C. 51. Inspector ordered first class masonry. It is better than any work in Parliament Buildings. Fleming examined it with his pen-knife.

JAMES ODELL, C.E.

A. 149. Measured work in Oct., 1875, and again in May, 1876. Result of measurement:

455,728	cubic yards excavation earth.
81,381	" " rock.
1,346	feet " drains.
10,772	" catchwater drains.
11,987	cubic yards rip-rap.
42,779	" crib-wharfing.

That was all he measured.

A. 153. Considerable increase of rock in cuts both sides of the Restigouche when hill was steep.

A. 154, 155, 156, 157, 158, 159, 160 gives particulars of his measurements.

B. 4. "P" shows all the rip-rap on the whole section; "Q" all the crib wharfing according to his own measurements.

B. 6. Think Mitchell's price for overhauling fair. Examined B. 7.

B. 18. Relative quantities of rock and earth can best be determined by monthly progress estimates. Had no proof about charges of location or grade.

B. 25. "R" traces of original sections found at Mr. Grant's office.

B. 26. Cross-sectioned the whole work; found the originals in most cases to agree with his levels; plotted his on the originals.

B. 28. Employed 6 weeks at this.

Recalled +. Examined as to manner of making the measurements.

+ 7. Measured nothing that had been out for ballast; merely work that had been done, nowhere that the steam shovel had been at work; confined himself to the line; completed his work 13th July; commenced 4th June.

+ 11. Measured width of crib-wharfing on top, and distance from top to toe of slopes on water, and then the height with the level. All the rear part covered by embankment not measured, but assumed to be according to plan; rip-rap the same.

+ 13. Found the toe of the slope by cross-sections.

Stephen Delaney Oakes, B. 170.

B. 172. In Oct., 1874, Grant gave him a letter to Brydges saying work was finished.

B. 174. N.B. cut Stations 455 and 455 changed further into the bank.

B. 176. Pile of rock outside of cutting removed by Smith's orders; Government paid half of it, that is all; 1,218 cubic yards, measured by Mitchell (O'Connor corrects figures to 12,018 cubic yards, a clerical error). Rock removed on account of snow. In work, \$1.50 a yard; claims \$1.25; not all taken out on account of costs. It was for that reason stopped by Schreiber.

B. 179. Another change at 480-510; moved 30 feet towards river for 3,000 feet.

B. 180. Change at 523 to 80-inch grade, Fraser's Upper Flat.

B. 181. From 80 to 122, liue shoved into mountain—into rock.

B. 182. Those are all the changes on his end—the eastern end of line.

B. 183. Overhaul, 495 to 516; dump at Station 500—516 to 495, worth 1c. a yard; cost more like 3c. on the wooden rails.

B. 186. 1c. a yard for every 100 ft. of over-haul.

B. 187. 1c. a yard for every yard for every 100 feet from borrowing-pit for the whole distance.

C. 1. 2000 feet haul, 20c, rest 4c.

The Judge decides "Nobody has a right to make a bargain with Intercolonial Railway." "Will not take evidence of a bargain or promise." Engineer's directions may be taken; nothing more.

C. 6. Grant said he would rather pay for the haul than buy a borrow-pit.

C. 7. It cost three times as much as they charge for it, because of the wooden rails.

C. 8. Brydges got a borrow-pit; Grant and Bell could not. After 8 months one was got.

C. 9. Condition of borrow-pit at Fraser's; it did not supply enough material.

C. 15. Want of borrow-pit caused delay and expenses.

C. 17. Masonry are first class, except 4 culverts; men obliged to make them so.

C. 19. Furnished McKenzie with copy of Odell's measurements a month after they were made.

C. 20. Change of location at 76-125. Rock worth \$1.50 c. yd.

C. 22. Piling protection necessary by change of location 600 ft piling. Rip-rap per 2,700 yds. proves the bill in all \$7,825.80; says charges are reasonable.

C. 27. Trouble with men for want of money to pay them. Stevenson went down to pay.

C. 38. Glad to get Grant's letter accepting his work.

C. 42. McKenzie not inclined to settle.

C. 50. The end.

Alexander McDonald, B. 103.

After he had finished his work, saw men reducing grade, changing it, two years after some 2 or 3 feet deeper; worth \$4. a yard.

B. 105. 2 culverts 2nd class, all the rest 1st class; by order of Engineer and Inspector. Difference in cost, 7 dollars.

B. 108. Stepped some culverts at a cost equal to masonry; would prefer to do masonry.

B. 110. Never saw the Engineer's make final measurement; none made till made by Odell.

B. 121. No final settlement between him and Mitchell and Oakes. It is still in dispute.

Recalled—B. 138-169. Nothing material. *Recalled again*, D. 1. 700 feet wharfing, 249-259; 1,000 feet wharfing, 259-270, all done according to plan "O." Case closed.

John R. Murray, B. 30.

His partner, Boggs, died 27th or 29th March, 1873.

B. 1 M. Assisted Mitchell and Oakes in buying out Tuck and supplied them.

B. 36. Delay of some weeks in getting estimates. Followed Fleming from St. Andrews to Halifax; thence to Ottawa, when he got Supplementary Estimate of \$7,000; men almost riotous meanwhile; had not been paid for two months.

B. 43. Asked for final report, but never received it; Schreiber & Brydges' report read once to time, but no copy given. Schreiber said they were entitled to \$16,000, but he would not accept it.

B. 89. This is the 12th time he has been in Ottawa on this business.

B. 90, 98. McKenzie acknowledged his claim to be a good one, and told him his

work should be re-measured; this was Dec. 1875.

R. 99, the end.

Grey or McKay, B. 122, 167.

B. 122. Worked as foreman 8 or 9 months in Diorite Quarry; commenced in 1870.

B. 124. After, in 1871, had average of 9 teams daily drawing away stone for 4 or 5 weeks.

B. 125. The stone not allowed to be used, not even for backing; that was after they had been hauled to the place. Then they were condemned and had to be hauled away; thence over the bank—wasted.

B. 127. Saw Grant and Schreiber at the quarry; they thought the stone would be good.

B. 128. Was ordered to make the culverts first class masonry.

B. 140. Lowered grade 2 feet.

B. 145. Diorite stone fit for nothing.

B. 146. Made first class work.

B. 148. Lowrie directed $\frac{1}{4}$ -in. joints.

B. 149. Does not say this, but that he must do his work well.

B. 157. Grade lowered at N. B. bridge. It furnished building stone; was used as a quarry.

The Defence.

Collingwood Schreiber, C.E. E. 72.

E. 74. Reported from 1875 by order of Minister as to the effect of changes; instructed Grant. Grant's report "B F," "Schreiber B 9." According to this the changes have reduced the contract by

E. 77 E. 80

\$5,185 finds that contractors are over paid \$14,178.

E. 81. Work not done 8,135 yards earth; \$2,440, deducted for work done by Government; this a reasonable sum for it.

E. 82. \$92 for road, 6,900 yards rock; task of rock extra; allowed \$7,682 for these.

E. 85. Written agreement that \$1,200 be deducted for pr. superstructure not built; that was deducted from sum.

E. 88. Could not measure up work in 6 days; no one could accurately in that time; it would require six weeks.

E. 89. Murphy's cutting alone at Restigouche Bridge division of rock and earth

could not be known until information from the office; by those who saw work taken out on the Quebec side the same difficulty.

E. 92. Measurement unreliable by reason of ballast train at Klock's work. He could not find "toe" of slope.

E. 93. N. B. cut nearly whole right of way taken out for ballast, 1875. Mr. Grant a careful man and accurate; likewise Mr. Jellett; "B. F." made of the Pokes application.

Cross-examined.

E. 96. Fancy Grant is competent, knows very little about him; consider his own prices in schedule fair, using his own judgement.

E. 105. Might measure disputed parts in the time, but not the whole work.

E. 108. Pockets in rock at Murphy's.

E. 109. Cost 1 cent a 100 feet, for 200 of, or $\frac{3}{4}$ of a cent according to distance overhaul. "M." add "haul over 1,600;" to be paid for, no overhaul from borrow-pit.

E. 115. Contractor may be compelled to widen cut till haul comes to 1,600 feet long or that we must be paid. Earth rock or any other material must be taken out within this distance.

C. J. Brydges.

F. 1. As Commissioner ceased to act 1874, thereafter under orders of Minister Public Works as General Superintendent Government Railway, made his report "B. G." on those of Grant & Schreiber; adopted the whole of Schreiber's first column, resulting in a deduction of \$5,185 from contract.

F. 8. Total amount paid contractors..... \$293,344.81

F. 9. Amt. due contractors 281,029.60

Over paid..... \$12,315.21

Balance would have been greater if the \$2,440 had been charged as he ought to have done.

F. 11. Report of Sept., 1875, adopted by Minister verbally.

F. 17. Delay for want of borrow-pit admitted.

F. 23. Contract practically finished in Oct., 1874, but was not accepted until the next spring. The Restigouche Bridge finished spring, 1875.

F. 25. No final certificate was ever given. Question of penalty never discussed; neither pressed, nor abandoned; contract not being completed before bridge was finished, Government suffered no inconvenience.

Peter Grant D. 7 to E. 71.

Was on the work from beginning to end, from the survey to the ballasting; had to attend to everything; superintendent work under the direction of Fleming, Marcus Smith and Bell.

D. 13. All changes of grade were made at claimant's request.

D. 14. On the whole there was a saving of crib-wharfing; also in masonry.

D. 18. Believes his measurement correct.

D. 24. Odell could not make correct measurement in six days; would take two months; the cross-sections could be relied on, except at Man's Hill, when water sluices were used to wash away the gravel Station 250 to Station 260 (D. 26). Here cross-section would not afford the information; this would be excluded in excavation.

D. 27. Still he might plot his levels on the section and get the quantity (this contradicts what he had said). "A. Y." report on claim, 27th Mar., 1875.

D. 35. "B. F." final measurement, 3rd May, 1875. His measure correct to the best of his knowledge and belief; made with the greatest possible care.

D. 36. Masonry is cut with chisel. "It is really first class masonry." From the nature of the stone (metamorphis slate) it had to be made so.

Cross-examined.

D. 48. Alterations first suggested by him, and then contractors applied for them.

D. 82. The 4 second class culverts, rather third class, were dry masonry, and being unimportant, were not taken up, they were the first brick in 1870 or 1871; in 1871.

D. 83. All under 2nd contract was first class.

E. 27. Contractors schedule rates would not pay.

E. 38. Road diversion is extra; it was omitted on original plan laid before contractors; no change of plan; simply an omission.

E. 56. Paid no attention to plan "O of crib-work. "Each piece of crib-work was measured as it was put in;" cribs were fitted to the ground. If steep it was not cut away; allowed an average sectional area of 14,009 feet for it.

E. 62. 5,300 lineal feet crib-wharfing in all against 6,100 by bill of work. 29,650 cubic yards in all against 40,000 by bill of work.

Memorandum : $5300 \times \frac{140}{2}$ 27,481 cubic yards, instead of 29,650 as above, and with area 140 square feet, it would require 7,714 lineal feet of cubic wharfing to make 40,000 cubic yards.

E. 67. Not clear as to height or width ; measured length only ; depended on Jellett for the rest.

E. 71. Ends his evidence.

Note.—The greater part of the evidence is taken up with proper estimates of no use to me for final measurement ; besides it is very contradictory.

Peter Grant, recalled. F. 29.

Many pages wasted over progress estimates no use to one.

F. 43. Rip-rap at Clarke's Brook and Gilmors' Bridge never returned to contractor: omitted in the measurement.

E. 47. Did not make actual measurements on the ground.

F. 49. Contractor complained that Engineer left him to direction of subordinates ; to incompetent persons.

F. 76. Contractors had a right to an increase ; so he thought for 3 years, perhaps erroneously. In 1874 found they were to be deducted. Had taken no account of dimensions, only to inform Mr. Fleming as to price in progress estimates, appropriately.

F. 78. Change of rate at Restigouche Bridge about 300 feet for 18, inclusive ;

ran 300 feet into Rock Cut Bridge lowered one foot, as well as embankment change confined to width of road, in 1871.

John Jellett.

G. 27. Measured whole work before he left.

G. 34. Not a final measurement ; not even a general measurement.

G. 73. All to this relates to progress estimates, and of no importance.

Crib wharfing was measured by him, from time to time, but not all of it. Mr. Marcus Smith directed them to assume an area of 132 square feet for it ; Grant directed him to do so, and so he did ; that rule was followed throughout. He measured the greater portion of the crib-wharfing, and always took 132 feet area for it, never more was confined to that ; so did not take the dimensions. His is not an actual measurement. G. 83.

G. 93. Correct measurement cannot be made when snow is on the ground.

His Lordship.

D.H. "There must be some means of reaching a final certificate in proper form, and it ought to be given."

IN THE EXCHEQUER COURT OF CANADA.

In the matter of the Petition of Right of John R. Murray—Particulars of Extras of Suppliant's Claim.

No. 4.—15,194 cubic yards of earth, at 50 cts. per yard	4,558 20
No. 5.—13,335 cubic yards of rock, at \$1.25 per yard.....	16,668 75
11,061 " " " \$2.00 "	22,122 00
No. 7.—916 " " between Stations 509 and 520, at \$4 per yard.....	3,664 00
No. 8.—1,528 cubic yards of rock, between Stations 463 and 465, at \$4 per yard.....	6,112 00
The two last mentioned items were taken up bottoms ; no face and very wet.	
No. 14.—2,779 yards of crib-wharfing, at \$2.50 per yard.....	6,947 50
No. 12.—5,178 " rip-rap, at \$1.50 per yard.....	7,767 00
No. 15.—3,200 " first-class masonry, changed from second to first-class, at \$7 per yard.....	22,400 00
No. 18.—4,715 yards of excavation and foundation, at \$1 per yard.	4,715 00
No. 23.—To blasting and removing rock from Stations 453 to 465—12,018 cubic yards at \$1.25.....	15,022 50

This work was ordered by the Engineer in consequence of the cut filling up with snow; afterwards the order was countermanded by Mr. Fleming or Mr. Schreiber. This was partially paid for as the rock progressed, but afterwards deducted from our warrant.

No. 24.—Damage sustained and cost of work in taking and hauling, and afterwards disposing of stone at and from Diorite Quarry, in 1872, which stone was afterwards condemned by Government Inspector and could not be used, as follows:

Paid Chessie's land damage.....		75 00
Scowing stone; labor, 18 days at \$1.40; for 6 days at \$2.50; team and scow, 6 days, at \$7.00		82 20
Hauling stone from scow landing.....		20 00
Hauling stone by teams from quarry, 9 teams for 5 weeks—270 days at \$4.00.....		1,080 00
Loading stone for teams, 120 days at \$1.50.....		180 00
Removing stone from culverts		200 00
No. 25.—To cash paid D. Fraser for borrow-pit at Mitchell House		200 00
To labor on station grounds opposite Station 506, as per Engineer's orders.....		92 10
No. 27.—To overhaul from Station 516 to 495:		
Earth, cubic yards.....	14,996	
Add 30 per cent. for soft bottom.....	4,498	
“ 10 “ subsidence.....	1,499	
Cubic yards.....	20,993	at 20c.
		4,198 60

We are entitled to borrow-pit, according to contract, when the maximum haul exceeds 1,600 feet; and as no such borrow-pit was provided for this portion of the bank, we had to haul as above stated.

No. 28.—To piling protection to Fraser's Flat and embankment, Station 485:

6,000 feet piling, at 40c.....	\$2,400 00
600 “ ring piles, at 50c.....	300 00
1,200 “ walling, at 40c.....	480 00
900 “ cross-bracing, at 40c.....	360 00
840 lbs. wrought iron bolts, at 10c.....	84 00
506 cubic yards earth excavation, per plan, at 30c.....	151 80
2,700 cubic yards rock (put on as rip-rap), at \$1.50.....	4,050 00
	<u>7,825 80</u>

No. 29.—To road (highway) diversion at Station

114; 812 cubic yards rock, at \$1.50..... 1,218 00

No. 32.—To building crib wharfing between Stations 248 and 253, 500 cubic yards at \$2.50, which work was made necessary by change of location of line at this place, and which was afterwards washed away (not included in 1st page)..... 1,250 00

The crib wharfing in above item was lost in consequence of a point of rock on the opposite side of the Metapidia River (opposite Station 254) (ice).

We often applied to the Engineer to have it removed, and told him it was impossible for our crib-wharfing to stand the ice which comes down in fall and spring. He said he

applied to get it done, but could not; but as soon as the section was completed, the Government put on men and had it removed for the protection of the crib-wharfing.

No. 34.—To fencing station ground with a better class of fence, and also removing fence up the line after being built by Mr. Schreiber's orders. He said it was too close to the line, but owing to the river there was no other place to put it. We had to pay Fraser a higher price because of the superior fence round station ground.....	60 00
No. 35.—To extra expense in sloping rock-cut between Stations 453 and 465 on 5,000 cubic yards at \$1.00.....	5,000 00
These slopes were taken out at $\frac{1}{2}$ to 1 slope, and when the cut was nearly completed we were compelled to take four feet more slope off at great disadvantage. We had to use scaling ladders and suspend staying by ropes, &c.	
No. 36.—To loss sustained in not getting a borrow pit between Stations 480 and 506; the work was kept back for over twelve months for the want of it. We could not get Mr. Bell or Mr. Grant to agree with Mr. Daniel Fraser, the owner of the land. When Mr. Brydges came on the section he gave orders that we should have the borrow-pit, but even then we had to make a private bargain with Fraser for the land. Our loss at the lowest was	2,000 00
No. 37.—To soft bottom not included in cross section because of change of location. Earth borrowed from Metapedia of which engineers took no account. Station 410 to 420; Station 495 to 502; Station 148 to 170, 19,000 cubic yards at 30 cents	5,850 00
No. 38.—To loss sustained in not receiving payments on warrants promptly in the years 1873 and 1874.	
At one time Mr. Murray of our firm had to travel from Metapedia to St. Andrews, N. B., thence to Halifax, and thence to Ottawa, where he received a supplementary warrant; owing to non-payment the men would not work, and did as they pleased, a great many left altogether; this matter was brought to the notice of the Engineer at the time, our loss was at least about five thousand dollars	5,000 00
	<hr/> \$144,308 55
3,428 cubic yards wharfing from Station 247 to Station 252 at \$2.50 per yard (omitted in original statement)	8,570 00
	<hr/> \$152,878 55
Road diversion 1,200 feet, Station 460, omitted in above bill.....	1,500 00
	<hr/> \$154,378 55

IN THE EXCHEQUER COURT.

MURRAY vs. THE QUEEN.

Expenses of R. P. Mitchell—Fare to Ottawa and return	53 00
Time coming to Ottawa and returning, 6 days, at \$1 (legal allowance).....	6 00
Board	12 00
	<hr/> \$71 00

Expenses of Mr. Odell—Fare to Ottawa and return including Pullman.....	106 00
Time in Ottawa waiting for trial, 25 days, at \$6.....	150 00
Board, 25 days, \$2.....	50 00
	\$306 00
Total.....	\$277 00
Memorandum of costs allowed to petitioners—	
R. P. Mitchell.....	\$ 71 00
James Odell.....	506 00
Counsels.....	500 00
	\$877 00

DEPARTMENT OF JUSTICE,
OTTAWA, 15th April, 1879.

MURRAY vs. REGINA.

SIR,—I find it laid down in Morse on arbitration and award, that “An agreement simply that the award shall be final and conclusive is powerless to take away the right to assail its validity in the ordinary way and upon the ordinary grounds.”

“The awards are commonly used to express the intention of the parties to be bound by the award; but they are not of greater force.”

The submission in this case contains the usual clause that the award is to be final and nothing more; therefore, the case comes within the rule above defined.

As you acted as counsel for the crown in the case, and are familiar with the proceedings before the arbitrator and the evidence, I have the honor to request your opinion upon the award and whether it could be successfully moved against.

I am, Sir,

Your obedient servant,

(Signed) Z. A. LASH,
D.M.J.

A. F. McINTYRE, Esq.,
Ottawa.

OTTAWA, 26th April, 1879.

MURRAY vs. REGINA.

DEAR SIR,—In reply to your letter requesting my opinion upon the award of Mr. Samuel Keefer in this matter, and whether it could be successfully moved against.

I beg to say that without considering any technical difficulties in consequence of the matter referred being a claim against Her Majesty, but considering the award as if it had been in the case of a claim between a subject and a subject, I am of opinion that any application to set aside the award would be unsuccessful.

The proceedings before the arbitrators were regularly conducted; the award regularly made, and the evidence before him, in my opinion, fully warranted his finding.

I have the honor to be, Sir,

Your obedient servant,

(Signed) A. F. McINTYRE.

Z. A. LASH, Esq.,
Deputy Minister Justice,
Ottawa.

OTTAWA, 3rd May, 1879.

MURRAY vs. REGINA.

SIR,—You have asked my opinion as to the correctness of the award made by the Arbitrator in this case

The evidence, which was reported in short-hand, is exceedingly lengthy. I have found it impossible in the time at my disposal to peruse and consider it. I doubt my ability to properly understand it, or to form an opinion from it as to the correctness, or otherwise, of the Arbitrator's finding, as from the nature of the case, no one but an Engineer, or person having the knowledge of an Engineer, could properly deal with it.

I have, however, read Mr. Keefer's statement, giving the particulars, &c., of his award. I think he has dealt with the case upon proper principles, and with the exception of one item referred to below, the amount he has allowed to or deducted from the petitioners claim are, he states, found to be the result of changes of grade or location, or had been admitted by the Government Engineer to be extras. This is exactly what the Court ordered the Registrar to do, and what I fear the Registrar, not having the necessary technical knowledge, could not himself have properly done without being assisted by an engineer.

As Mr. McIntyre, the counsel employed by the Crown, had attended both the trial before Judge Fournier and the reference before the Arbitrator, and was therefore familiar with all the evidence, I wrote him the letter, of which copy is enclosed, asking his opinion on the award. I enclose copy of his reply, by which you will see that he thinks the evidence fully warranted the finding.

The item I referred to above is No. 36 in Mr. Keefer's statement, consisting of \$1,000 allowed for loss sustained by the contractor in not getting a borrow-pit for nearly a year after he should have got it. This item does not, of course, depend on change of grade or location, and so would not have come within the reference to the Registrar made by the Judge. The Court, however, on receiving the Registrar's report on the other items, could have dealt with this, and I am not prepared to say that the contractors are not entitled to an allowance for the loss sustained.

On the whole, I think substantial justice to all parties has been done by the award and that it would be useless to move against it.

I have the honor to be, Sir,

Your obedient servant,

(Signed) Z. A. LASH,
D.M.J.

The Hon. C. TUPPER,
Minister of Public Works.

MURRAY vs. REGINA.

Statement.

Award of the Arbitrator, Samuel Keefer, on the merits of the case submitted to him, under the reference dated 23rd January, 1879, of the Petition of Right, Murray vs. the Queen, for Section 19 of the Intercolonial Railway.

This is a claim for work performed on this section under the directions of the Government Engineers, amounting to \$150,000 over and above the amount paid them on their contract.

It is proper to state that every facility was granted to the Arbitrator to enable him to perform his onerous duty in the most satisfactory manner. All the official plans and documents in the possession of the Department of Public Works in relation to this section were placed at his disposal, in a room specially set apart for his use

and convenience. Supplementary to these papers, he was likewise furnished on the 24th January, 1879, with the evidence taken before Exchequer Court, together with the exhibits filed in that Court, thus embracing all the information concerning this claim then in possession of the Government and the Court.

The Arbitrator, having entered upon his duties, found it necessary at once to apply for professional assistance to enable him to check measurements given in evidence, and get through with his work within the two months allowed in the reference. This was immediately granted by the Minister of Public Works, and a competent and confidential engineer was detailed for this service; one in no way previously connected with the Intercolonial.

From the documents and evidence the following information is derived:

The original contract was taken by Samuel Parker Tuck, C.E., for the bulk sum of \$395,733, including the bridge over the Restigouche River. It was dated 15th June, 1870, and the time for completion was fixed for the 1st July, 1872. The work was begun and prosecuted by Tuck until August, 1871, up to which time he had been paid \$51,000 for the work he had done on this contract, when it was transferred to Boggs & Murray by contract dated 2nd August, 1871, and Tuck relieved from further obligation.

The amount of Boggs & Murray's contract was \$344,733, being the unpaid balance of the original contract of \$395,733—Boggs & Murray binding themselves to carry out the terms of the original agreement with Tuck, even to the date of completion, which remained unchanged, while they were liable also to the same forfeitures of \$2,000 a week for every week the work remained unfinished after the said 1st July, 1872. The securities were Mitchell & Pake, who it appears carried on the works for and in the name of Boggs & Murray.

The Restigouche Bridge was subsequently sub-let to Martin Murphy with the consent of the Chief Engineer, the Commissioners and the Minister of Public Works—all agreeing that the sum of \$116,000 be deducted from the contract price for this bridge, thus leaving \$279,733 as the amount of Boggs and Murray's contract, including the \$51,000 paid to Tuck.

These arrangements were all made between February and June, 1873, whereas by the terms of the contract all the work should have been completed by the 1st July, 1872, of the previous year; in point of fact, the contract for this section was not completed until late in 1874—more than two years after the time fixed for completion—and was not finally taken off the contractors hands until the spring of 1875, when the ballasting was begun. Towards the end of their work, the contractors got into difficulties, failed to pay their men, and the Government, to avoid trouble, advanced money, paid the men, and charged the amount against the contractors.

Thomas Boggs died in March, 1873, and thereafter the work was carried on by John R. Murray in the name of the firm.

The official statement of their account after the work was taken off their hands, as given by the Superintendent of Railways, dated 2nd September, 1875, and is as follows:—

Original bulk sum of contract, less the original cost of the Restigouche Bridge.....		\$279,733 00
Addition authorized and recognized.....		7,682 00
		<u>\$287,415 00</u>
Deduct—wooden bridges not built.....	\$1,200 00	
Diminution of work by changes.....	5,185 40	
		<u>6,385 40</u>
Total amount of work.....		\$281,029 60
Total amount of payments to 30th June, 1875		<u>293,544 81</u>
Overpaid		\$12,315 21

The defence rested on this statement. All additions or deductions for change of time or grade having been considered by the engineers, and brought into this account. Afterwards, however, when the Superintendent of Railways gave evidence in the Exchequer Court, he said he ought to have deducted the further sum of \$2,440.50 for unfinished bank, thus making this over-payment \$14,755.

On the other hand, the contractor in his petition of right, dated June, 1876, in the Exchequer Court, claims \$150,000. He sets forth in his petition a statement in 38 items of the gross amount of the work, \$470,007, exclusive of the Restigouche Bridge rates, the contract and specifications, and pleads in ten paragraphs that failure to complete any sooner was caused by the fault of the Engineers, while they were required to perform a great amount of extra work not embraced in this contract, or in the original bill of work.

The demand is met in Court by the Attorney-General, on behalf of Her Majesty, by a distinct denial in 22 paragraphs; he maintains that all the claims set up by the petitioners had been considered and rejected by these Commissioners, and therefore the contractors were not entitled to any further payment. This reply was filed in the Exchequer Court on the 19th October, 1876, and is signed by A. F. McIntyre for the Attorney-General. In it the Attorney-General craves leave to deduct an offset of \$2,000 a week, amounting to \$150,000 against the claim for non-completion within the time agreed upon. The petitioner replies to this defence on the 11th January, 1877, taking issue upon the same, alleging that the Commissioners exonerated and discharged the suppliant from such penalty, waived and rescinded the same. States further that this delay was caused by the negligence, misconduct, delays and *laches* of the said Commissioners, their Engineers and officers.

In the Exchequer Court on the 29th January, 1877, the Attorney-General joins issue on the suppliant replication. The Chief Justice, on the 20th April, 1877, orders a hearing before a Judge of the Exchequer Court at Ottawa, on the 20th May, 1877. Judgment (interlocutory) was given after this hearing by Judge Fournier, 22nd June, 1878.

His Lordship says, that the suppliant's claim is for \$470,000, as before stated, and is accompanied by a detailed statement. That it far exceeds the original claim which arises from the introduction of several new items, and from not giving credit for the \$293,344 paid in settlement of their claims. But he fails to mark that the claim is made out at schedule prices instead of the bulk sum, and so adds about nearly twenty per cent. to the latter, which alone is to be taken, and not the schedule rates. He directs particular attention to the fourth claim of the contract relating to the monthly progress estimates. This is admitted on the part of the Crown that there have been alterations both in grades and in the line of location, but it is stated that the Commissioners took account of these and recommended payment of \$7,682 for the extra work done, which is included in these payments made from time to time, amounting in all to \$293,344 as before stated.

His Lordship refers to the evidence relating to alteration of grades and alignment in order to ascertain :

1st. If there have been such changes of what they consist; and if these charges have been taken into account according to the terms of the contract.

2nd. If the division, or rather the order for payment made by the Commissioners, or the certificate granted under such circumstances, as established by the evidence in this case, can be considered as having the effect of a final and binding decision.

He then adduces the evidence of the Engineer in charge to prove the nature and cause of the changes that had been made, both in grade and location; changes which his Lordship had before stated were admitted on the part of the Crown, but he attaches undue importance to the off-hand manner in which the monthly progress estimates were made by the Engineer. Thinks he could have made careful measurements every time and been particular to distinguish extra from contract work, as affected by these changes and situations, and that the Engineer-in-Chief must base his final estimate on these progress estimates. In this he misconceived the practice and the duty of the Engineer. The final estimate does not depend upon the progress

estimates but upon an independent series of facts, the data furnished by the first and last measurement of the ground, the difference between these giving the total quantities of work performed and being an effectual check upon the progress estimates. Doubtless the payment for extras, as he says, necessarily supplies the obligation of keeping accurate accounts by measurement of the increase and of the diminution of the work, but not in the way His Lordship imagines. It is not due monthly. As regards totals, it can only be done, as before stated, by comparing the original sections with the final completed section when the work is finished. If then the line or grade have been altered or changed, the quantities reprojected in the original bill of works will also be changed and the sections will receive the changes. But no such final estimate was ever made. The functions of the Railway Commissioners having ceased and determined on the 26th May, 1874, by Statute, the Minister of Public Works on the 14th December, 1874, instructed the Engineer-in-Chief to have a re-measurement made of the works done where there had been deviations. This order has not been complied with, but the fact of it being made, stands as evidence that *no final decision had been arrived at* in this case, up to that time, and so His Lordship very justly regards it.

His Lordship directed "the Registrar of the Court to obtain such legal evidence as can be adduced by the parties, for the purpose of getting the number and quantity of alteration of the location and of the grade which either increased or diminished the works under the contract, and of ascertaining the value of such increase or diminution, and the balance which may be due to either party after these operations. Costs reserved."

This order has not been complied with by the Registrar, and it does not appear that any further steps were taken to affect a settlement of the claim until January, 1879, when, at the request of the Minister of Public Works, the undersigned came to Ottawa to find that the parties had agreed to refer the whole matter to him as sole arbitrator. Previous to that, he had no knowledge whatever either of the petitioner or of the nature of his claim. The agreement was signed in his presence, on the 23rd January, 1879, by A. F. McIntyre, on the part of the Crown, and by G. J. O'Doherty, on the part of the petitioner.

From His Lordship's judgment, from a perusal of the evidence and exhibits before the Exchequer Court, from an examination of the plans and documents in the Public Works Department; in fact, from all the evidence so far adduced, it was apparent that the case for the defence was bad; but, while it was not sustained, neither had the case for the petitioner been established; and the whole matter for enquiring seemed at first sight to be in inextricable confusion.

Further evidence was necessary. That given by the Resident Engineer before the Exchequer Court—too contradictory to be depended upon.

It was hoped that when called before the Arbitrator and examined by an engineer it might be more consistent. On the other side, the evidence given by the contractors' engineer was only fragmentary, and by no means conclusive. He was called for further examination. The Division Engineer, the officer immediately above the Resident, was likewise called to explain certain measurements and estimates he had made on this section, and the Counsel for the petitioner called up R. P. Mitchell for further evidence. The evidence of all these parties was taken down by a stenographer, Counsel for both parties being present at every examination.

This evidence, herewith submitted, may be considered on the compliment of that adduced before the Exchequer Court, and both taken together as sufficient, under the plain conditions of the contract, to enable the Arbitrator to arrive at a proper solution of all the questions pending between the contractor and the Crown.

But while the contract is the only sure guide, the right explanation of it must be sought in the consideration of the circumstances under which it was let, and the nature of the conditions imposed upon the contractor.

The Engineer furnishes a bill of all the works to be done on the section as a basis for tender; but in doing so he distinctly disclaims any responsibility for its correctness. Notwithstanding all the pains taken with the survey, he gives the result only

as the best information he has, and puts it on the contractor to satisfy himself as to the correctness of the quantities. There is a schedule of prices corresponding with the different classes of work to be performed, but there is also a bulk sum which is to govern and limit the amount of the contract.

Ordinarily the contractor does not make a re-survey in order to satisfy himself. He naturally accepts the work done under the Government as done in good faith, and ventures his money in the contract, relying upon the information Government has placed before him, and upon his practical skill for the execution of the works.

Provision is made in the contract for any change of line or grade that may be found necessary, by which justice is to be done to the contractor—adding or deducting from the contract, according as more or less is called for by the change. Provision is also made for the errors and omissions that may be found in the original bill of works, shall be covered by five per cent. of the contract, which is included in the bulk sum, and is understood at once to cover and limit all contingencies of this nature.

In his petition of right, the contractor has made up his account in gross, taking total quantities at schedule rates, and giving no credit for any payments on account, thus ignoring the bulk sum of his contract. This cannot be admitted. It is distinctly stated in the contract the schedule is only given "for the information of the Commissioners, and is not in any way to effect the contract."

The contract must be respected; nothing can be done under this reference without it.

It is in accordance with right that the contractor performs all the work he agreed to do within his contract, no matter whether that sum is exceeded or not by the application of the item prices to it. If this cannot be done the contract system is a failure. But it is also in accordance with right that he should be paid fair prices for all the work done outside, or over and above the requirements of his contract.

The amount of the contract based upon the original bill of works, calculated at schedule rates, would be \$342,231, exclusive of the bridge; but since the schedule is not to govern, it is the bulk sum of the contract that must be taken, and this, including the five per cent. for errors and omissions, is \$279,733, showing an excess of \$62,498 at schedule rates. All the prices would have to be reduced 18½ per cent. uniformly to make them agree with the contract.

As regards the measurement, it appears from the documents and evidence that the original bill of works was made up from data furnished by the survey of Robert Shanly, and that in point of fact, the Resident Engineer afterwards placed in charge of this section never made any actual re-measurement of it, nor even of the completion; because, as he frankly stated before the arbitration, he considered it unnecessary when there was a bulk sum contract, though he went on making changes that increased and reduced the quantity of work.

He never kept any proper record of the changes, and is unable now to furnish the necessary details. His last return (Exhibit B F, 3rd May, 1875, Exchequer Court) is not a proper final estimate either in form or substance. It is disfigured by many errors, and not being based on actual measurement, cannot be accepted as a whole, although, in part, where confirmed by other evidence, it has been found of some use.

All information which the records of the Public Works Department could furnish—the evidence taken before Mr. Justice Fournier, and the evidence taken at the arbitration have been carefully weighed and considered, except where the Government Engineers have admitted a claim as an extra, and with the exception of the \$1,000 allowed for the item No. 36, the following amounts allowed to be deducted from the petitioners claim are found to be the results of changes of grade or location.

For convenience, it may be assumed that the contract was completed in the fall of 1874, and finally accepted and taken off the contractors' hands in the spring of 1875.

The amount of the contract exclusive of the Restigouche
Bridge is..... \$279,733 00

Add for extra work outside contract. For items see petitions of right.

- Item 1. Clearing and close-cutting. No increase.
 2. Grubbing. No increase.
 3. Fencing. do
 4. Earth excavation: Odell returns, 455,728 cubic yards; the original bill of work given, 427,000 cubic yards, less 2,170 cubic yards appropriated to the Restigouche Bridge, thus showing an increase of 30,898 cubic yards; value..... 9,269 40
 5, 6, 7, 8. Bush excavation: Odell returns for these four items, 81,381 cubic yards; original bill of work given, 57,500 cubic yards—the increase 23,881 cubic yards. Part of this is ordinary rock excavation; part due to changes of line or grade, and part to taking up of bottom after the work had been finished to first grade; value..... 34,034 80
 9. Under-drains. See deductions at end.
 10. Catchwater drains, 10,772 lineal feet. As the bill of works includes these drains by cubic measurements they are deducted above, so these must be added to the total; value..... 969 40
 11. Rip-rap, 6,800 cubic yards—Bill of work.
 12. do 5,178 do 11,978 cubic yards. It was proved by Mitchell and Grant, and may have been by Odell's details, that he omitted the work between Stations 480 feet to 494, equal to 1,800 cubic yards, making in all 13,778 cubic yards less bill of work, 6,800 cubic yards; increase, 6,978 cubic yards; value..... 6,978 00
 13. Crib-wharfing, 40,000 cubic yards—Bill of work.
 14. do 6,207 do increase. The resident Engineer makes the total quantity 29,650, Odell 46,207, and L. G. Bell, 53,041 cubic yards; Odell's is the only actual measurement, showing increase, 6,207 cubic yards; value..... 12,414 00
 15. First-class masonry in lieu of second. This proves that there has been a saving of 848 cubic yards of second-class masonry: on the other hand, all the second-class masonry has been made first-class, except 200 cubic yards, leaving 2,100 cubic yards raised from second to first; value..... 6,220 00
 16. Paving 500 cubic yards. No allowance.
 17. Concrete 400 cubic yards. No allowance.
 18. Earth excavation in foundations. No allowance.
 19. Rock excavations in do do
 20. Pine timber in beam culverts do
 21. Road diversion at Station 460; claim \$1,500; Grant reports this as extra, not included in bill of works, value..... 1,010
 22. Road diversion, Station 320, 299, claim \$2,000. This is included in bill of works. No allowance.
 23. Blasting and removing rock from Stations 453, 465, 12,018 cubic yards; claim \$15,022.50. This is for work outside of railway line, and outside contract. Grant returns it as 6,900 cubic yards. This recog-

nized by W. Schreiber in his report 28th June, 1878. It is not included in Odell's measurement. Allowance according to Grant.....	7,590
24. The Diorite Quarry. First claim, \$12,187.50, ruled out by the Judge. Second claim, \$1,637.50, falls under contract, is for hauling the stones away. Work was performed by Engineer's orders. Amount proven.....	1,637 20
25. Cash paid Fraser for borrow-pit. Claim admitted.....	200 00
26. Labor at station ground, Station 503. Claim admitted	92 00
27. Overhaul from Stations 516 to 495. Claim, \$4,198.60. Grant's estimate accepted; allowance.....	1,050
28. Piling and protection on Fraser's Flat. Claim, \$7,825 This is for work performed in lieu of crib-wharfing and is recognized by Engineers as extra; allowance.	7,506
29. Road diversion at Station 114. Claim 1,208. This diversion is caused by change of line between Stations 96 and 120. The proper value of it is.....	1,155
30. One set of cattle guards, Station 520. Claim, \$300. This is also included in contract. No allowance.	
31. One set of cattle guards, Station 509. Claim, \$150. This is also included in contract. No allowance	
32. Building crib-wharfing Stations 248, 253, \$1,250, included in contract. No allowance.	
33. Re-building crib-wharfing, same plan, \$1,250. This is also included in contract. No allowance.	
34. Fencing station ground with better fence. Admitted	160
35. Extra expense sloping rock cut, Stations 453, 465, \$5,000. This rock is included in Odell's measurement; the charge is additional for returning to slope it a second after it had first been taken out to the prescribed slope. The quantity has been chequed.	
36. It is fair to allow \$5,000 loss for not getting borrow-pit, Station 480-506.....	5,000
Claims for delay, \$2,000. It is fully proven that there was a delay of nearly a year in surveying the land. After hearing counsel for both parties on this item, and learning that there had been a decision in the Exchequer Court (Isbester vs. the Queen) recognizing a similar claim, it was deemed right to allow half of this claim for damage by detentions. Allowance.....	1,000
37. Soft bottom not in our sections; Stations 410, 420, 495, 502, 148, 170; claims \$5,850. This is a repetition of the claim; a claim beyond Odell's measurements. Claim disallowed.	
38. Loss sustained by not receiving prompt payment of the estimates, \$5,000. Claim not allowed.	

Total..... \$376,018 88

Deductions.

For two 40 feet bridges, superstruction not built; contract price \$2,400 less. Extra cost of masonry provided for	\$1,200	\$1,200 00
For unfinished bank when work was taken off contractors hands, \$2,440, less overland for the half bank made, \$1,220.....		1,220 00

For under drains, bill of work, 2,000 lineal feet; Odell's measurement 1,346; saving of 654.....	65 40
Total amount of contract and addition.....	373,523 48

Payments on Account.

Payments by Ledger.....	293,710 84
Less (\$162.72). \$90 charge for powder for blasting rock in Metapedia River not chargeable against contractors, \$90	293,620 84
Balance.....	79,902 00
Award to petition	79,900 00

As to the question of interest it is undoubtedly a fact that if anything was due to the contractors, it was due at the time the work was taken off their hands; that time is not definitely stated. The Superintendent of Railways says it was in the Spring of 1875 when the ballast trains commenced operations. The time being somewhat indefinite, it might be assumed as four years up to the date of payment, if made within a reasonable time.

Had this been a contract between individuals or corporations, it would be right to allow interest, but as between the Queen and a subject, there can be no statutory obligation. It rests with Her Majesty and Council to decide upon the question of interest as in their wisdom they may see fit. The Arbitrator would allow interest, were it in his power to do so.

The costs of this arbitration must follow the award. Having found that the petitioner is rightly entitled to an award in his favor, it is right he should be paid such reasonable costs as are usual on such occasions.

The arbitrator's fee should also be paid by the Crown.

Concluding Remarks.

The Government Engineers by a strict interpretation of a stringent contract found that the contractors had been overpaid the sum of \$14,754 (see report of superintendent of railways, 12th May, 1876,) while by the evidence adduced before the arbitrator, and the interpretation he has given to the same contract, he finds there was due to the contractors when the work was taken off their hands the sum of \$79,900. This difference is accounted for mainly by the fact that the Government Engineers never made any final measurement of this Section after the work was done, and never kept any proper record of the changes that were made during its progress. The Minister of Public works depended upon the Superintendent of Railways for the proper administration of his Department. The Superintendent of Railways depended on the Engineer-in-Charge of the Intercolonial for all measurements and estimates of work performed, having the bulk sum always in view. The Engineer-in-Charge of the whole line depended on the measurements of the Resident Engineer on the Section, and the Resident Engineer in a rope of sand, and so the whole edifice falls to pieces. The defence breaks down before the Exchequer Court, and the Government has no final measurement to lay before the Arbitrator.

Deluded by the idea that a bulk sum contract covered everything, the Resident Engineer did not think it necessary to keep track of the measurements. True, in a certain way, he pretended to do so. But while he made returns showing the effect of certain changes, they were not founded on any visible data, and he admits in his evidence before the Arbitrator that he was "perfectly at sea as to the quantities."

The Arbitrator could, therefore, place no reliance on his returns, except in cases where he finds other proof to confirm them. He is obliged to fall back on the better and more reliable evidence—the only reliable measurements of a competent Engineer, whose calculations, founded on actual measurement, have been verified, and since they are made on data furnished by the Engineer Department, and are sworn to, he is warranted in adopting them as the basis of his award. Without these measurements, in fact, it would have been impossible to proceed a single step.

(Signed) SAMUEL KEEFER, C.E.
Arbitrator.

RETURN

(42J)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1879 ;—
For a Return in detail of the Fund known as the “ Intercolonial Railway Employés Insurance Fund,” shewing: 1st. Amounts collected from Railway employés monthly since its inception (October 1st., 1874) to 1st. February, 1879. 2nd. Amount paid by Railway Department to said Fund. 3rd. Amounts paid out on account of said Fund. (a) Number and amount of death claims in each class, name of person, employment and cause of death. (b) Number of weeks indemnity paid under each class, party to whom paid, date and cause of accident. (c) Amounts, if any, paid to non-subscribers, names, dates and reasons for such payment. 4th. Statement of amount now at credit of said Fund, when and to whose credit deposited. 5th. Statement of Railway employés who are exempt for contributing to the Fund and reason for such exemption. 6th. Statement of claims against said Fund unpaid, by whom made, and cause of non-payment. 7th. Copies of all correspondence on the subject.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE

OTTAWA, 8th May, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(42K)

To an ORDER of the HOUSE OF COMMONS, dated 24th March, 1879;—For a statement of damages to cattle and goods on the Intercolonial Railway paid during 1878, shewing date when such claim was first made; the disposition made of it at the time; the date of payment, and why paid, and date of claim made.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 8th May, 1879.

RETURN

(42L)

To an ORDER of the HOUSE OF COMMONS, dated 31st March, 1879;—For copies of all correspondence, petitions and reports, between Henry Clarke, Esq., of Truro, and the Department of Public Works, or the officers of the Intercolonial Railway, in reference to his claim for property destroyed by the officers of the Intercolonial Railway.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 10th May, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(42M)

To an ORDER of the HOUSE OF COMMONS, dated 16th April, 1879;—For Statement of all complaints made against J. D. Bouchard, Station Master of St. Simon, and the reasons for which he was discharged from his office. '

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 14th May, 1879.

ARTICLES

(43)

Of Agreement entered into between Heney, Charlebois & Flood, and Her Majesty Queen Victoria, represented by the Minister of Public Works of Canada, to do the excavation, tracklaying, &c., of Georgian Bay Branch of Canadian Pacific Railway, from Station O, South River to French River, 50 miles, 37th contract.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return and Agreement are not printed.]

ARTICLES

(43A)

Of Agreement entered into between Kavanagh, Murphy & Upper and Her Majesty Queen Victoria, represented by the Minister of Public Works of Canada, to do excavation, grading, tracklaying, &c., of part of Pembina Branch, between St. Boniface and Emerson, Canadian Pacific Railway, 32nd contract.

COPY

(43B)

Of Agreement by Joseph Whitehead (13th September, 1878), to make embankments on Sifton, Ward & Co's Contract, No. 14, Canadian Pacific Railway, at a less cost to Government than per contract of Sifton, Ward & Co., No. 4572 accepted by the Minister of Public Works, 8th October, 1878; and further agreement by Joseph Whitehead.

[In accordance with the recommendation of the Joint Committee on Printing, the above Agreements are not printed.]

ARTICLES

(43C)

Of Agreement entered into between Gouin, Murphy & Upper, and Her Majesty Queen Victoria, represented by the Minister of Public Works of Canada, to build a Ten Stall Engine House on the Station Ground at Selkirk, Manitoba, for Pembina Branch, Canadian Pacific Railway. 40th Contract.

COPY

(43D)

Of the agreement respecting running powers over the Pembina Branch of the Canadian Pacific Railway with George Stephen.

[In accordance with the recommendation of the Joint Committee on Printing, the above Agreements are not printed.]

R E T U R N

(43E)

To an ORDER of the HOUSE OF COMMONS, dated 18th February, 1879;—For copies of all letters of instructions for the removal of steel rails from Nanaimo and Esquimalt to Fraser River, B.C.; and a statement shewing the cost of such removal.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 20th March, 1879.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(43 F)

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1879;—
For the Reports of Engineers and others, made since the 1st October last, respecting the route or construction of any part of the Pacific Railway; the removal of rails from Vancouver Island to Yale; copies of any instructions issued by the Government relating to the same petitions or letters addressed to the Government and all correspondence relating thereto.

By Command.

J. C. AIKINS,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 20th March, 1879.

CANADIAN PACIFIC RAILWAY.

OFFICE OF THE ENGINEER-IN-CHIEF,
OTTAWA, 8th January, 1879.

SIR,—I have the honor to present my annual report on the progress made in surveying operations and construction to the 31st December, 1878.

SURVEYS.

SURVEYS IN THE EASTERN OR WOODLAND REGION.

A revision of portions of the location between English River and Keewatin was made during the past summer with a view to a reduction of work, some parts of the distance, owing to the nature of the country, being unusually heavy. The object of the Survey has been in part accomplished, but it has been found impossible to avoid all the obstacles met, and in consequence very heavy works of excavation will have to be undertaken on the section extending easterly from Keewatin to Eagle River, 67 miles.

SURVEYS IN THE WESTERN OR MOUNTAIN REGION.

The operations in British Columbia during the past season were confined to a revision of the location between Emory's Bar, five miles below Yale, and the head of Kamloops Lake, by two parties.

The work on the portion from Emory's Bar to Spence's Bridge has resulted in an improvement in alignment and gradients, and a considerable saving in cost effected more especially in the large amount of protection and retaining walls shewn in the estimate of last year.

The surveys of the past year have established that the River Fraser can best be crossed about six miles below Lytton; this crossing is a mile and a-half above the point crossed by the previous survey, and considering the magnitude of the river and the extremely turbulent character of the current for a long distance, the crossing found is favorable. The bridge will consist of one main span of 300 feet with two side spans of 100 feet each. All the piers will be founded on the rocky banks of the chasm.

From Spence's Bridge to Kamloops Lake a material improvement has been made. The line, as previously located, involved a large amount of protection work. This has been avoided by throwing the line back from the river. The grades and alignment have also been improved and the distance reduced three-quarters of a mile.

A location survey has been made along the north side of Kamloops Lake, with a view to a comparison with the former location on the south side. This has resulted in shortening the line on this section three and a-half miles, in reducing the curvature 800 degrees, and in materially lessening the cost of the work. The deflection from the original line occurs at a point five miles below Savona's ferry and crosses the Thompson River with two spans of 200 feet.

WORKS OF CONSTRUCTION.

TELEGRAPH LINE.

The telegraph between Fort William and Selkirk, Red River, 410 miles, has been so far completed as to admit of it being used during a portion of the past year.

There is now a continuous line between Lake Superior and a point in the longitude of Edmonton, a distance of 1,197 miles. At present, however, it is only being operated as far as Battleford, 967 miles. There is also a branch telegraph in operation between Selkirk and Winnipeg, a distance of 22 miles.

In British Columbia about 80 miles of the telegraph is reported completed, ready for operating from Cache Creek, eastwards. The partial chopping and clearing of the line extends 25 miles further, being to a point 55 miles north of Kamloops.

GRADING, TRACKLAYING, ETC.

Fort William to English River, 113 miles.

The grading and bridging is sufficiently completed between the above-named points to admit of tracklaying. The rails have been laid to the 102nd mile. The ballasting is reported completed to the 69th mile, and is partially done for some distance beyond.

Keewatin to Cross Lake, 36 miles.

The work on this section is being prosecuted with considerable energy. Fully one-half of the rock excavation and a large quantity of earthwork has been done. The contractors have a large amount of plant and supplies on the ground, and there is every indication that the work will continue to be prosecuted vigorously.

Cross Lake to Selkirk, 76 miles.

The grading and bridging is completed on this section, with the exception of a short distance at the eastern end, embracing heavy embankments. Steam shovels, aided by locomotives and cars, are engaged upon this work, and it will be completed in the course of a few weeks. The rails have been laid for 75 miles east of Selkirk, and ballasting has been done in detached sections, equal in the aggregate to about 14 miles of completed line.

Pembina Branch, 85 miles.

The section between Selkirk and St. Boniface, 22 miles, has been completed, including tracklaying and ballasting. From St. Boniface to Emerson the grading has been completed and the rails laid, but temporary structures have been used for the river crossings. These structures will be replaced by others of a more permanent character ultimately. The line will be ballasted during next summer.

Subsidized Lines.

The Canada Central Railway extension is subsidized from Pembroke "to such point as may be selected by the Government as the terminus of the Canadian Pacific Railway at or near the crossing of the Nipissing road at the south-east corner of Lake Nipissing." The subsidy is limited to \$1,440,000. The distance from Pembroke to the crossing of the Nipissing road, the point named in the Order in Council, is estimated to be about 130 miles; 37 miles of this, commencing at Pembroke, have been located for construction; a location survey of the remainder has yet to be made. Of these thirty-seven miles, twenty-five miles are under construction, and a considerable portion of work done.

Georgian Bay Branch, 50 miles.

A contract was entered into on the 2nd of August last for the grading, bridging, track-laying and ballasting required in constructing the line proposed to extend from a point on the western side of South River, near Nipissingan Post Office, to a point on French River about five miles east of Cantin's Bay, the distance being about fifty miles. The contractors have made some progress in erecting stores, and in forwarding supplies to points along the line, but construction so far has been confined to clearing portions of the line.

Engine House at Selkirk.

A contract has been entered into for the erection of a ten-stalled engine-house on the station grounds at Selkirk, but the building has not yet been commenced.

CONTRACTS.

A schedule of contracts upon which expenditure has been made during the fiscal year ended 30th June, 1878, is appended.

Tenders for New Sections.

The sections between English River and Keewatin (185 miles) and between Yale and Lake Kamloops (125 miles) have for some time been advertised for construction. The necessary papers for the former section are now being issued to intending contractors, and it is proposed to receive tenders before the end of January.

This link of 185 miles placed under contract, the whole distance from Fort William Lake Superior, to Selkirk in Manitoba, 410 miles, will be under construction. The terms of the proposed contract will, it is believed, secure a vigorous prosecution of the work, and the completion at the earliest day practicable of this important link in the Pacific Railway. The reception of tenders for the work between Yale and Lake Kamloops, in British Columbia, has been postponed.

Tenders for the Whole Line.

During the past summer advertisements were widely published in England and this country, inviting proposals from capitalists and contractors for constructing and operating the whole line from the Province of Ontario to the Pacific Coast, the distance being about 2,000 miles. All information was furnished on application, and tenders were to have been sent in by the first of this month. No offers within the required conditions have, however, been received.

I have the honor to be, Sir,

Your obedient servant,

SANDFORD FLEMING,

Engineer-in-Chief.

F. BRAUN, Esq.,

Secretary Public Works,

Ottawa.

Since the above was in type, one proposal for the whole line was opened on 30th January, 1879 when the tenders for the Sections, between English River and Keewatin, were opened.

S. F.

CANADIAN PACIFIC RAILWAY.

SCHEDULE OF CONTRACTS with Statement of Expenditure upon the same, during the Fiscal Year ended 30th June, 1878.

Contract No.	Character of Works.	Date of Contract.	Name of Contractors.	Amount expended during Fiscal Year ended 30th June, 1878.
				\$ cts.
1	Construction of Telegraph Line, Fort Garry to Livingstone	1874.	Sifton, Glass & Co.....	5,865 93
2	do do Livingstone to Edmonton.....	Oct. 17.....	R. Fuller.....	3,250 00
3	do do Edmonton to British Columbia	do 30.....	F. J. Barnard.....	7,015 09
		Nov. 10.....		
4	do do Lake Superior to Fort Garry	1875.	Oliver, Davidson & Co.....	89,059 16
		Feb. 19....		
5	Pembina Branch { Extension, St. Boniface to Selkirk, grading, bridging } and track-laying.....	1874.	Joseph Whitehead	100,610 00
		Aug. 31.....		
13	Fort William to Sunshine Creek, grading and bridging.....	1875.	Sifton & Ward.....	42,000 00
13	do do completion grading, &c.....	April 3.....	Purcell & Ryan.....	13,700 00
14	Red River to Cross Lake, grading and bridging.....	April 3.....	Sifton & Ward.....	250,750 00
15	{ Cross Lake to Rat Portage, grading and bridging..... } { Red River to Rat Portage, grading and ballasting..... }	1877.	Sutton, Thompson & Whitehead.....	532,200 00
		June 9.....		
25	{ Sunshine Creek to English River, grading and bridging..... } { Fort William to English River, track-laying and ballasting..... }	1876.	Purcell & Ryan	687,600 00
26	Ten Stall Engine House, at Fort William	June 6.....	James Isbester.....	18,831 00
32a	Station Houses, between Fort William and English River.....	July 17.....	Lemay & Blair.....	17,730 45

Telegram No. 9173.

OTTAWA, 12th June, 1878.

JOHN ROBSON,
Victoria, B.C.

Advertize for tenders for removal of steel rails to Yale—to a point below town to be indicated. Removal to be complete by first (1) November next.

(Signed) F. BRAUN,
Secretary.

By Telegraph from Victoria, B.C.

OTTAWA, 6th July, 1878.

To F. BRAUN,
Public Works.

Instructions respecting removal of rails not received. What shall I do?

(Signed) JNO. ROBSON.

OTTAWA, 6th July, 1878.

JOHN ROBSON,
Victoria, B.C.

Rails to be stored at Yale. Open tenders with Cambie, both countersigning. Report amount and standing of three lowest by telegraph and wait for instructions.

(Signed) F. BRAUN.

Sealed Tenders.

Will be received at the Canada Pacific Railway office, Victoria, till p.m., on 8th July next, for the under-mentioned service:—

3,111 tons steel rails, &c., now lying at Nanaimo, to be removed and properly stacked at the most favorable point (to be more particularly indicated hereafter) immediately below Emory's Bar, Fraser River.

2,155 tons steel rails, &c., now lying at Esquimalt, to be removed to and properly stacked at the most favorable point (to be more particularly indicated hereafter) immediately below Emory's Bar, Fraser River.

Tenders also to state the price if said rails, &c., should be required to be delivered and stacked at the most favorable point (to be more particularly indicated hereafter) in the neighborhood of Yale Toll-gate.

The whole of the work to be completed on or before the 1st November next.

The vessels employed to be of such a character as will meet the approval of insurance companies.

Tenders must be accompanied by suitable security for undertaking and duly carrying out contract if awarded.

Tenders to be addressed to the undersigned and marked "Tenders for Steel Rails."

The lowest or any tender not necessarily accepted.

For further particulars apply at this office.

(Signed) JOHN ROBSON,
Paymaster, and Purveyor, C.P.R.S

C. P. R. S. Office, Victoria, June 14th, 1878.

CANADIAN PACIFIC RAILWAY SURVEY, WESTERN DIVISION,

VICTORIA, B.C., June 19th, 1878.

SIR,—Your telegram of the 12th instant, No. 9,173, instructing me to advertise for tenders for removal of steel rails, duly came to hand, and an advertisement (a copy of which is herewith enclosed) has been published.

Upon consulting with Mr. Cambie, it appeared that he inclined to the opinion that about Emory's Bar, some four miles below the town of Yale, would be the most desirable point at which to land the rails and make the present railway terminus. It also appears that there is no favorable point immediately below or directly at Yale for landing the rails, the bank at Yale being very high and steep.

It was in view of these circumstances that the advertisement was so worded in relation to the point of landing; and it is intended that these points shall be more particularly indicated when Mr. Cambie shall have examined and reported on the ground which will be in the course of a few days.

I understand Mr. Cambie is reporting to the Department on the subject of the temporary terminus being at Emory's Bar or at Yale. Meanwhile tenders will be received for delivery at *both* points, and the difference in price (if any) may have some influence on the choice of site. It is presumed that full written instructions for my guidance in dealing with these rails are coming by mail, as it is obviously necessary that I should be instructed as to treating the tenders, insurance of rails, conditions of payment, &c., &c.

Respecting the rate of freight, I have really nothing to guide me in forming a conclusion, excepting ordinary mercantile freight rates, and according to these the freight &c., on the rails would be about ten (10) dollars per ton. It seems fair to assume, however, that with suitable appliances and plenty of time, so large a quantity of freight would be carried very much cheaper.

The time (the 1st November) is, in view of existing facilities rather limited, and I beg to suggest for the consideration of the Department, whether it might not be desirable to extend the time for delivery of the major portion of the rails till the latter part of next summer, provided that by so doing the freight rate would be materially reduced.

Referring to the matter of insurance, I am informed by the local agent of a good company that the risk would not exceed $\frac{1}{2}$ per cent. till 1st October, and $\frac{3}{4}$ per cent. thereafter, and he thinks it might be $\frac{3}{8}$ for former and $\frac{1}{2}$ for latter period; but I may be permitted to suggest for the consideration of the Department whether it would not be better for the Government to take the risk, if, as may very likely be the case, no more than one hundred tons shall be at risk on one bottom at one time.

Upon these, and, perhaps, other points it will be necessary that I should be instructed; and inasmuch as it may be found necessary to transmit by telegraph communication, which it would be undesirable to send open. I beg to suggest the arrangement of a cipher, taking Slater's Code, the sender adding one thousand one hundred and one, and the receiver deducting.

I have the honor to be, Sir,

Your obedient servant,

(Signed) JNO. ROBSON,

Paymaster and Purveyor, C.P.R.S.

F. BRAUN, Esq.,

Secretary Public Works.

MONTREAL TELEGRAPH COMPANY,
OTTAWA, July 10, 1878.

No. 4.—Time, 8.35 a.m.

(By Telegraph from Victoria, B.C., 9.)

Three tenders for rails, seven dollars, six fifty and six forty-four, per ton, respectively, all from responsible parties.

(Signed) JNO. ROBSON.

To F. BRAUN,
Secretary, Public Works.

OTTAWA, 10th July, 1878.

SIR,—I am directed to confirm the telegram sent to you on the 6th instant ordering the transportation of rails for the Canadian Pacific Railway to Yale, authorizing you to open tenders therefor in conjunction with Mr. Cambie, both countersigning the same, and requesting you to report by telegraph the amounts of the three lowest tenders received, together with the standing of the several parties tendering; also desiring you to wait for instructions from this Department before accepting tenders. I have now to request you to report by telegraph the best rates obtainable for marine insurance upon the said rails.

I am, Sir,

Your obedient servant,

(Signed) F. BRAUN,

Secretary.

J. ROBSON, Esq.,
Paymaster C. P. R.,
Victoria, B.C.

OTTAWA, 12th July, 1878.

Accept lowest tender for transportation of rails.

JNO. ROBSON,

(Signed)

F. BRAUN,

Secretary.

Victoria, B.C.

CANADIAN PACIFIC RAILWAY SURVEY,
WESTERN DIVISION,
VICTORIA, B.C., 19th July, 1878.

SIR,—Agreeably to instructions, and in accordance with advertisement, tenders for transportation of steel rails were received and the result telegraphed to you.

I have now to report that the contract has been awarded to Capt. Irving at the lowest figure (\$6.44 per ton); that the contract and bond have been duly executed, and that the first cargo of the rails will go forward next week.

I have to call your attention to the fact that I am still without instructions as to insurance of these rails while in transit.

Referring to this subject in my letter of the 19th ultimo, I intimated that it seemed probable not more than 100 tons would be at one risk; I now beg to qualify that opinion by stating that it is in contemplation to carry 2,351 tons from

Esquimalt to New Westminster on the "Wilson G. Hunt," considered a good, staunch steamer; and 760 tons from Esquimalt and 2,155 tons from Nanaimo on the "Bonaza," a good seaworthy schooner, which will carry from 200 to 250 tons a time, and will be towed by the said "Wilson G. Hunt."

I have further to add on this subject, that after consultation with their principals, the insurance agents inform me that the rate would be three-quarters of one per cent., with a rebate of 10 per cent.

Unless instructed on the subject, I shall assume that it is not the intention of the Department to effect an insurance upon the property in question.

I may be permitted to remark that the rate at which the contract has been taken is considered very low, but it is satisfactory to know that the work has been undertaken by the party best prepared and most competent to carry it out. But, even in the best of hands, much must necessarily depend upon the nature of the season and consequent stage of water in the Fraser as to the practicability of conveying the whole of the rails to their destination within so limited a period.

There need be no difficulty, however, about having them all removed from where they now are to some convenient point on the Fraser within the specified period, thereby stopping the process of rusting and rental outlay involved in their remaining where they are.

Herewith I beg to hand you copies of specifications, contract and bond.

I have the honor to be, Sir,

Your obedient servant,

(Signed) JNO. ROBSON,

Paymaster and Purveyor, C.P.R.S.

F. BRAUN, Esq.,
Secretary Public Works,
Ottawa.

This agreement, made this eighteenth day of July, in the year of our Lord one thousand eight hundred and seventy-eight, and made in duplicate, between John Irving, of the City of New Westminster, in the Province of British Columbia, of the First Part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of the Dominion of Canada, of the Second Part, Witnesseth;

That the said party of the first part hereby covenants with Her Majesty, her heirs and successors, in manner following, that is to say—

1. That he will, on or before the first day of November, A. D. 1878, remove, transport and convey all and singular the steel rails, fish plates, and other railway material now lying and being at Esquimalt and Nanaimo respectively, containing 5,266 Imperial tons, the property of her said Majesty, to Emory's Bar, on the Fraser River, or to a point in the neighborhood of the toll-gate at Yale, and deposit and pile up the same in such a manner as may be indicated by the Minister of Public Works of the Dominion of Canada, or by such engineer or other person as may be appointed by him to superintend the delivery and piling up of the same.

2. The removal, transport and piling up of the said rails and railway material, and the performance generally of the work hereby agreed to be performed, shall be done in accordance with and agreeably to the true intent and meaning of the specification hereunto annexed, signed by the said party of the first part, and marked A.

3. In consideration whereof, Her Majesty Queen Victoria, represented by the said Minister as aforesaid, doth hereby promise and agree to pay to the party of the first part the sum of six dollars and forty-four cents per ton of 2000 lbs. in the manner and at the time mentioned in the specification hereunto annexed.

Lastly, it is mutually agreed that the specification hereunto annexed, marked A, shall be read in connection with the agreement, and shall have the same force and effect as if they had been incorporated with and formed part of this agreement.

In witness whereof the party of the first part, and the said Minister representing Her Majesty as aforesaid have hereunto signed their names and set their seals.

Signed and sealed by the parties of the first part in presence of	}	(Signed) JOHN IRVING, (L.S.)
		(Signed) JOHN ROBSON, (L.S.)
		(Signed) H. J. CAMBIE. } for Minister Public Works.

SPECIFICATIONS.

1. The rails and railway material to be removed consist of—

(a) 3,302 steel rails, now piled in town of Esquimalt.

(b) 9,682 steel rails, now lying at the Hudson Bay Company's wharf in Esquimalt Harbor.

(c) 235 bundles, containing 3,225 fish plates, now lying at the Hudson Bay Company's wharf, Esquimalt.

(d) 9,202 steel rails, and 90 bundles containing 2,393 fish plates, the whole now being at Nanaimo, B. C.

The total weight of the said rails and materials is 5,266 tons, Imperial weight.

2. The rails and railway material are to be removed from the places where they are now deposited, and carried and properly piled up at such a point at Emory's Bar, on the Fraser River, or at such a point in the neighborhood of the toll-gate, at the town of Yale—as the case may be—as the Minister of Public Works, or such person or persons as he may appoint, shall indicate for that purpose.

3. The said rails and railway material shall be carried in vessels of such a character as may be approved of by the Minister of Public Works, or his agent, or by the agents of marine insurance companies.

4. The said rails and material shall be so handled, stowed and carried that they shall not at any time whilst being shipped, carried, unshipped or piled up, become bent, warped or broken, and they shall be piled up in such a manner at the point or points on the Fraser River, where they are to be deposited, as shall be indicated in that behalf by the Minister of Public Works or his agent.

5. The said rails and material shall, during their transit, be at the risk of the owners thereof, except in case of loss or damage or injury arising through or by reason of the negligence of the contractor or his servants or agents, in which case the contractor shall be bound to make good any loss, damage, or injury, so resulting from the negligence of himself, his servants or agents. And in case of the loss of the said rails or railway material, or of any portion thereof from any cause whatever whilst in transit, the contractor shall not be entitled to any freight in respect of the rails or material so lost.

6. All expenses and charges, of any and every kind whatsoever incurred in removing the rails and other railway material from the places where they are now deposited, shall be borne and defrayed by the contractor.

PAYMENTS.

The contractor shall from time to time, on producing at the Paymaster's office in British Columbia, a certificate from the engineer or other person appointed by the Minister of Public Works to superintend the delivery of the said rails and railway material at the point or points of destination of the same on the Fraser River, that he has delivered and piled up to the satisfaction of such engineer or other person so appointed, a quantity of not less than 500 tons of the said rails or railway material, or both, be entitled to be paid ninety per cent. of the amount stipulated to be paid under the terms of the contract in respect of such quantity so delivered. The remaining ten per cent. shall be paid on the completion of the entire contract to the satisfaction of the Minister of Public Works or his agent.

TENDERS.

Each tender shall be accompanied by a bond in the form hereto annexed executed by the person or persons tendering, and two responsible sureties. The execution of such bond shall be attested by a Notary Public.

Should any difference of opinion arise as to the construction to be put upon any part of the foregoing specifications, the same shall be determined by the Minister of Public Works alone, and such determination shall be final and conclusive, and binding upon the said contractor.

Know all men by these presents, that we, John Irving, of the City of New Westminster in the Province of British Columbia; Ebenezer Brown, of New Westminster in the said Province, and Peter McQuade, of the City of Victoria, in the said Province, are held and firmly bound to Her Majesty Queen Victoria, her heirs and successors, in the sum of ten thousand dollars of money lawful and current in the Province of British Columbia, for which payment, well and truly to be made, we bind ourselves and each of us, and the heirs, executors and administrators of us and each of us, jointly, severally and respectively, firmly by these presents, sealed with our seals, and dated this eighteenth day of July, A. D. 1878.

Whereas, the Minister of Public Works of Canada hath recently invited tenders for the removal of five thousand two hundred and fifty-six tons of steel rails and railway material, now lying at Esquimalt and Nanaimo respectively;

And whereas, the above bounden, John Irving, has been awarded the said work at the rate of six dollars and forty-four cents per ton of two thousand pounds, and hath entered into the annexed agreement for the performance thereof;

And whereas, the above bounden, John Irving, is required to enter into a bond with two responsible sureties, conditioned in the sum of ten thousand dollars, for the faithful performance of the said work, agreeably to the true intent and meaning of the said agreement and of the specification herein referred to;

And whereas the above bounden have agreed to enter into the said bond with the said John Irving at his request, conditions as before recited.

Now, the condition of the above obligation is such, that if the above bounden John Irving, shall, on or before the first day of November, 1878, well and completely finish the removal of the steel rails and railway material mentioned in or referred to in the said annexed agreement, or in the specifications referred to in the said agreement, in accordance with the said agreement and specifications, and in all other respects faithfully perform the stipulations and provisions contained in the said agreement and specifications, then the above written bond or obligation shall be void, otherwise the same shall remain in force.

Signed, sealed and delivered by the above bounden John Irving, Ebenezer Brown and Peter McQuade, in the presence of H. J. Cambie, as to John Irving and Peter McQuade.

(Signed)	JOHN IRVING.	[L. S.]
"	PETER McQUADE.	[L. S.]

(By Telegraph from Victoria, B.C., 29th July, 1878.)

MONTREAL TELEGRAPH COMPANY,
OTTAWA, 30th July, 1878.

Insure rails sixty-seven and a-half on one per cent.

(Signed) JOHN ROBSON.

To F. BRAUN,
Secretary to the Minister of Public Works.

(By Telegraph from Victoria, B.C.)

OTTAWA, 21st August, 1878.

Shall I insure rails rate sixty-seven of one per cent.

(Signed) JOHN ROBSON.

To F. BRAUN.

OTTAWA, 23rd August, 1878.

Insure rails at rate of sixty-seven of one per cent.

(Signed) F. BRAUN,

JOHN ROBSON,
Victoria, B.C.

OTTAWA, 21st October, 1878.

What progress has been made in transporting rails to Yale, and when will contract be completed?

(Signed) F. BRAUN,
Secretary.

JOHN ROBSON,
Victoria, B.C.

OTTAWA, 26th October, 1878.

Please answer my message of twenty-first instant, *re* transportation of rails to Yale.

(Signed) F. BRAUN,
Secretary.

JOHN ROBSON,
Victoria, B.C.

DEPARTMENT OF PUBLIC WORKS,

OTTAWA, 29th October, 1878.

Notify John Irving to stop moving rails and other railway materials from Vancouver Island, Langley, or other points after (31) thirty-first instant, when contract expires. Take possession of rails at the several points and report quantity.

(Signed) F. BRAUN,
Secretary.

To JOHN ROBSON, C.P.R.,
New Westminster, B.C.

(By Telegraph from New Westminster, B.C., 29th October, 1878.)

MONTREAL TELEGRAPH COMPANY,

OTTAWA, 30th October, 1878.

Robson in interior; will be down on Friday.

(Signed) L. R. PEARSON,
Clerk.

To F. BRAUN.

OTTAWA, 30th October, 1878.

Stop moving rails and other railway materials from Vancouver Island Langley and other points after thirty-first instant, when your contract expires.

(Signed) F. BRAUN,
Secretary.

JOHN IRVING,
New Westminister, B.C.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 30th October, 1878.

John Irving is notified to stop moving rails and appurtenances from any point after thirty-first instant. In Robson's absence please see that this is done.

(Signed) F. BRAUN.

B. W. PEARSE,
Victoria, B.C.

By Telegraph from New Westminister, B.C., 1st November, 1878.

MONTREAL TELEGRAPH COMPANY,
OTTAWA, 2nd November, 1878.

Thirty-three hundred tons railway material removed from Vancouver Island, of which two thousand tons are at Yale, the remainder principally at Langley. Shall I have those remaining on beach at Yale stacked according to contract they should not remain where they are. Your instructions have been complied with.

(Signed) JOHN ROBSON.

To F. BRAUN.

4th November, 1878.

Rails should be properly stacked above flood level.

(Signed) BRAUN,
Secretary.

JOHN ROBSON,
New Westminister.

(By Telegraph from Westminister, B.C. 8th November.)

MONTREAL TELEGRAPH COMPANY,
OTTAWA, 9th November, 1878.

Shall I pay for transport of rails as stocked, according to terms of contract?

(Signed) JOHN ROBSON.

To F. BRAUN, Esq.,

OTTAWA, 9th November, 1878.

Pay for those stacked at Yale in terms of contract. Report fair proportionate allowance for those at Langley.

(Signed) BRAUN,
Secretary.

To J. ROBSON,
New Westminister.

(By Telegraph from New Westminster, B.C.)

MONTREAL TELEGRAPH COMPANY,
OTTAWA, 12th November, 1878.

Telegraphic transfer, fifteen thousand dollars required on steel rail account.

(Signed) JOHN ROBSON,

To F. BRAUN, Esq.

CANADIAN PACIFIC RAILWAY SURVEY, WESTERN DIVISION,
NEW WESTMINSTER, B.C., November, 6th, 1878.

DEAR SIR,—I have the honor to acknowledge the receipt of three telegrams, dated October 21st, 26th and 29th respectively, relating to the transport of steel rails, &c., all of which came during my absence in the interior; and I now beg to report for the information of the Minister as follows:—

1. I immediately, on receiving your telegram of the 29th October, served a notice upon the contractor to discontinue moving rails and other railway material, and I took possession of said rails, &c., at the places of deposit, excepting some two hundred and forty-two tons waterborne at the time, but now in course of landing at Langley.

2. As the matter stands now, 3,584½ tons have been transported from Vancouver Island (3,484½ tons from Esquimalt and 100 tons from Nanaimo) to the Fraser River. Of that amount about two thousand tons are at Yale, and the remainder at Langley and New Westminster, mostly, however, at Langley.

I have said *about* two thousand tons are at Yale, because, there being only 562 $\frac{1630}{2000}$ tons stacked. I have only the contractor's word; but judging from the piles, there seems no reason to question the accuracy of the statement.

3. The four hundred tons (or thereabouts) lying on the wharf at New Westminster will, if permitted to remain where they are, become liable to wharfage charges.

4. Of the rails landed at Yale, less than six hundred tons have been stacked, the remainder still lying on the beach, where they cannot remain over winter without risk of loss during spring freshets; consequently I asked for instructions in my telegram of the 1st instant, respecting the disposition of these rails.

I am Sir,

Your obedient servant,

(Signed) JOHN ROBSON,

Paymaster and Purveyor, C.P.R.S.

F. BRAUN, Esq.,
Secretary Public Works,
Ottawa.

P.S.—Since writing the within your telegram of the 14th instant has been received and will be duly attended to.

PUBLIC WORKS DEPARTMENT,
VICTORIA, B.C., 8th November, 1878.

SIR,—I have the honor to acknowledge the receipt of your telegram, dated October 30th, instructing me to see that no more steel rails were removed after the 31st ulto. This telegram only came to hand at 10 a. m. on the 2nd inst.; and as I knew that the contractor for their removal had gone to Nanaimo for a cargo, I consulted with the Hon. Mr. Walkem as to the possibility of obtaining the services of a war vessel to take me to Nanaimo for the purpose of placing some trustworthy person in

charge of the rails. We found, however, that we should lose a great deal of time by this even if it were possible, which was very doubtful; so I determined to sail on Sunday morning, the 3rd inst., in the American vessel the "California," whose commander courteously gave me a free passage. We arrived at Nanaimo at 4 p.m.; but on our way up sighted the contractor's vessel with a cargo of 250 tons of rails on board, just entering the Fraser. It was impossible to catch him, and equally impossible, had we done so, to have compelled him to return with his cargo to Nanaimo. I have placed the remainder of the rails, possibly about 2,000 tons, in charge of the Provincial Government Agent at Nanaimo, with instructions to see that no more rails are removed. Mr Walkem placed the services of this gentleman at my disposal in the matter. I have also notified the contractor of the substance of my instructions, and warned him against proceeding further in his contract. On my return to Victoria, I inspected the line of the proposed telegraph between Nanaimo and that city.

I have the honor to be, Sir,
Your most obedient servant,

(Signed) B. W. PEARSE,
Resident Engineer.

F. BRAUN,
Secretary Public Works Department,
Ottawa.

CANADIAN PACIFIC RAILWAY SURVEY, WESTERN DIVISION,
NEW WESTMINSTER, B.C., 15th Nov., 1878.

SIR,—Your instructions to pay for steel rails stacked at Yale in terms of contract, and to report fair proportionate allowance for those at Langley, duly came to hand, and on the 11th inst. I telegraphed for a credit of fifteen thousand dollars required for steel rail account.

I have now the honor to report that I consider \$3.22 $\frac{22}{100}$ per ton would constitute a fair proportionate allowance for the steel rails and other railway material left at Langley.

The contractor thinks some allowance should be made to him for constructing a wharf at Langley, inasmuch as the structure will be of service in the event of the rails being moved from that point by water.

I am, Sir,
Your obedient servant,

(Signed) JOHN ROBSON,
Paymaster and Purveyor, C.P.R.S.

F. BRAUN, Esq.,
Secretary Public Works,
Ottawa.

CANADIAN PACIFIC RAILWAY SURVEY, WESTERN DIVISION,
NEW WESTMINSTER, B.C., 6th Dec., 1878.

SIR,—I have the honor to forward for the information of the Department a copy of a communication received on the 30th ult. from the Contractor for transport of steel rails, &c., from Esquimalt and Nanaimo to Yale.

I am, Sir,
Your obedient servant,

(Signed) JNO. ROBSON,
Paymaster and Purveyor, C.P.R.S.

F. BRAUN,
Secretary Public Works,
Ottawa.

NEW WESTMINSTER, 29th Nov., 1878.

SIR,—I have the honor most respectfully to bring to the notice of the honorable the Minister of Public Works (through you) the serious loss I sustain in consequence of the Government cancelling my contract for transporting steel rails from Esquimalt and Nanaimo to Yale. You are aware that the preparations necessary for carrying out the contract have been large and costly, and unless I am permitted to complete the contract I submit, with great respect, that the Government pay the loss I sustain. It is certainly correct that the work was not completed at the time the contract stipulates, but it is equally true and well known that, considering the limited means available for transportation, the very utmost that could be done under the circumstances for faithfully carrying out the contract has been done by me.

I therefore venture to hope the Government will favorably consider my case, and make me such an allowance as they may deem under the circumstances reasonable.

I have the honor to be,

Your obedient servant,

(Signed)

JNO. IRVING.

To JOHN ROBSON, Esq.,
New Westminster.

CANADIAN PACIFIC RAILWAY.

A. and B.

GENERAL specification and form of contract for grading, bridging, track laying and ballasting. The works to be done by the contractors, of which the hereto annexed are the specifications, consist of all the excavation, grading, bridging, track-laying, ballasting, and other works required to be done on that portion of the line of the Canadian Pacific Railway, commencing at the western end of Contract No. 25, about 113 miles west of the town plot of Fort William, and terminating at Station No. 1,290, near the crossing of Eagle River, and said to be in length about 118 miles.

CANADIAN PACIFIC RAILWAY.

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials required in making and building the railway up to *formation level*, and preparing it for the permanent way; comprising clearing, close cutting, grubbing, fencing, excavation, tunnelling, draining, ditching, foundation works, bridges, culverts. Also tracklaying, ballasting, and all other works connected with the construction and completion of the line of railway, to which the Engineer may consider this specification to be applicable under each contract.

CLEARING, ETC.

2. The clearing is embraced in the contract for the erection of the telegraph; but in the event of any clearing remaining to be executed, the contractor for grading may be required and directed to do it; a price for clearing is therefore necessary.

3. Where the railway passes through wooded sections, the land must be cleared to the width of sixty-six feet on each side of the centre line, or such greater or lesser width as the Engineer may direct.

4. The clearing is to be done so that all the brush, logs, and other loose material within its limits should be burned. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods, must be dragged out and burned. The land when burned must be left in a clean condition.

5. Where embankments are to be formed less than four feet or more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

6. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn must be carried beyond the limits of the cuttings and embankments, where directed, and there piled. Directions will be given at the proper time as to the extent of ground required to be cleared, close cut, and grubbed. The side ditching and off-take drains must also be grubbed, but no grubbing will be paid for in borrowing pits.

FENCING.

7. The fence, wherever required, shall be a strong, well-built, heavy farm fence of approved design, thoroughly secured by stakes, riders, posts and yokes, or other means to prevent its removal by gales of wind or animals.

8. The farm gates, when required, will be light and strong, of an approved design, similar to those on the Intercolonial Railway.

9. The fencing to be thoroughly completed through all the cleared lands and wherever it may be directed to be placed by the Engineer.

GRADING.

10. In woodland the grading will be commenced after the clearing, close cutting and grubbing required is completed to the satisfaction of the Engineer, and the contractor will be held responsible for all damage to crops.

11. The width of embankments at sub-grade or formation level will be 17 feet. The width of cuttings will not be less than 22 feet. The slopes of earth work will be made one and a half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of 6 feet shall be left on the surface of the rock. The widths, slopes and other dimensions above defined may be varied by the Engineer at any time, to suit circumstances. And the contractor shall not take out nor be paid for rock, nor any other excavation beyond the slopes, without an express order, in writing, from the Engineer. In the event of a slide in a rock cutting after it is formed, the contractor will remove the *debris*, and be paid for it as loose rock or as earth, according to the class to which it may appear to the Engineer to belong.

12. The material to be placed in the embankments must be approved by the Engineer, and in places where the natural surface of the ground upon which the embankment is to rest is covered with vegetable matter, which cannot be burned off in clearing, and which would, in the opinion of the Engineer, impair the work, the same must be removed to his entire satisfaction. In the event of the line crossing muskegs or morasses, it may be deemed by the Engineer expedient that a platform of logs shall be formed under the embankment of such width as will extend through and to about 6 feet beyond the side slopes, and of such depth as may be required, according to height of embankment. The logs to range from 6 inches to 15 inches diameter, and must be laid close together and covered with brush. All sloping ground covered with pasture shall be deeply ploughed over the base of the embankments before the latter are commenced.

13. In level prairie sections it will be necessary to excavate off-take ditches considerable distances to the right or left of the line. These ditches will generally be required in the lowest ground, where the material is frequently of a tough nature (locally known by the name of "Gumbo"). These off-take ditches must be of such widths and depths as may be required and directed. The sides shall be sloped one vertical to two horizontal, and the material shall be cast out so as to leave a berm of at least six feet between the deposit and the top of the slopes. A separate price for off-take ditches will be required in the tenders, and the quantities shall embrace all excavation in connection therewith, beyond the limits of the railway land.

14. Side-hill ground to be covered by embankment shall first be thoroughly underdrained as the Engineer may see expedient, and all cuttings after being formed, and all slopes likely to be affected by wet must be similarly underdrained, longitudinally or transversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made: a trench will first be dug to a minimum depth of four feet, and in the bottom of this trench, four or five cedar or spruce poles about two inches in diameter will first be laid by hand, breaking joint; over the poles will then be placed not less than three feet of small broken stone, not larger than ordinary road metal or good gravel ballast, over which will be deposited such material convenient to the place as the Engineer may approve of. The contractor must find all the material required in these drains, do all the work described, and remove the surplus earth. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water, and therefore they may in level cuttings be deeper at one end than at the other, but the minimum depth will be not less than four feet.

15. On the completion of the cuttings and the underdrains provided for in last clause, ditches for the removal of surface water shall be formed along each side at the bottom of the slopes, according to directions to be given. Catch water ditches shall also be formed some distance back from the top of slopes, to exclude from the excavation any water flowing from the adjoining lands; the contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the railway and works.

16. All open ditches in cuttings or elsewhere other than those referred to in clause 13, and all excavations required for turning, making or changing watercourses, and which must be executed as may from time to time be directed, will be measured up and paid for as excavation according to its class, and all other excavations such as may be required in the formation of public roads, or in borrowing pits, or in grading depot grounds, turnouts or branches, and so much of ordinary foundation pits for bridges and culverts as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of the roadway, and must be executed and the material deposited according to the directions of the Engineer, and will be paid for at the same rate per yard as the ordinary excavation, according to its denomination. In ordinary foundation pits, where pumping or baling becomes necessary, all the excavation under water level shall be measured and reckoned at three times the price of earth excavation, in order to cover the extra cost involved.

17. Excavation will be classed under three heads, viz: *Solid Rock*, *Loose Rock* and *Earth*, and will be paid for according to the following definitions:—

1st. All stones and boulders measuring more than 27 cubic feet, and all solid quarry rock, shall be termed *Solid Rock Excavation*.

2nd. All large stones and boulders measuring less than 27 cubic feet, and all loose rock, whether in *situ* or otherwise, that may be removed with facility by hand, pick or bar, without the necessity of blasting, shall be termed *Loose Rock Excavation*.

3rd. All other excavation of whatever kind, with the exception of off-take ditches, referred to in clause 13, shall be termed *Earth Excavation*.

18. The contract price for these several classes of excavation shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than twelve hundred feet. For every hundred feet of haul over twelve hundred feet and up to twenty-five hundred feet, the contractor will be allowed at the rate of one cent per cubic yard; that is to say, in the event of the haul being in any case twenty-five hundred feet, thirteen cents per yard shall be added to the schedule rate, which will be the maximum allowance per haul in any case. This clause shall not apply to ballast.

19. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left, at the completion of the contract, at such heights, levels, widths and forms as directed by the Engineer, the upper surface of the banks to be rounded in order to throw off the water.

20. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded and left from six to eight inches lower at the sides than on the centre line. In rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water channels, road crossings, borrowing pits or elsewhere, must be deposited in such places as the engineer may direct. In case where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, or from the sides of the road, or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express sanction. All borrowing pits shall, if required by the Engineer, be dressed to a good shape and properly drained. Where material to make up embankments is taken from the side, a berm of at least ten feet from bottom of slope of embankment shall remain untouched.

21. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the Engineer may direct that the embankments be increased in width with the surplus material, and when this is done to his satisfaction, the remainder, if any, may be wasted; but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

22. In case where pitching or rip-rapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations may, with the approval of the Engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be paid for twice; the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

23. Rip-rap work, whenever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and paid for by the cubic yard.

24. Roads constructed to and from any point on the line of railway for the convenience of the contractor, for the conveyance of material or otherwise, must be at his own risk, cost and charges, but the contractor will not be required to purchase land for the railway track, for branches or for borrowing pits.

25. Wherever the line is intersected by public or private roads, the contractor must keep open at his own cost convenient passing places, and he shall be held responsible for keeping all crossings, during the progress of the works, in such conditions as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men. At all public roads crossed on the level, the contractor will be required to put in two substantial cattle guards of wood, of such dimensions as may be directed by the Engineer.

26. Whenever any material is met with in the excavations, which the Engineer shall consider suitable and required for ballast, the same shall, at his discretion, be reserved for that purpose.

27. When slips occur in cuttings, after they are properly formed, the material must be immediately removed by the contractor, the slopes re-formed, and such precautions adopted as the Engineer may deem necessary. The contractor will be paid for the removal of slips as already provided for.

28. In the event of earth excavation being proceeded with in winter, no snow or ice must be placed in embankments, or allowed to be covered up in them, and all frozen earth must, as far as practicable, be excluded from the heart of embankments.

29. The contractor shall, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything

connected with the grading of the road-bed, bridging, &c., in a creditable and workman-like manner, in accordance with the directions and to the satisfaction of the Engineer.

30. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible; in such cases the Engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

31. The prices stipulated for excavation of the several denominations, together with the price for haul in extreme cases, and the price for work in foundation pits under water level, shall be the total prices for excavating, loading, removing and depositing all the material. In a word, the rates and prices stipulated in the contract must be understood to cover every contingency; the furnishing of all labor, material, power and plant; the cost of finishing up cuttings and embankments, the dressing and draining of borrowing pits, when required; the dressing of slopes to the required angle, and the completing of everything connected with the grading of road-bed, in a creditable and workman-like manner, in accordance with the directions and to the satisfaction of the Engineer.

TUNNELLING.

32. The tunnelling will consist of "Line Tunnels" and "Stream Tunnels;" the former shall be formed to an exact minimum section hereafter to be furnished. For the purpose of tendering, the sectional area of "Line Tunnels" shall be calculated at 405 superficial feet, equal to 15 cubic yards to the lineal foot of tunnel. The "Stream Tunnels," where formed, shall be driven through the solid rock which, in some places, forms the sides of ravines; they must be formed in the manner to be pointed out in each case. Open cuttings at the end will be excavated, to give an easy flow to the water; these open cuttings may be slightly curved, but the tunnels proper must be perfectly straight from end to end, with the sides as smooth as practicable. The up-stream end in each tunnel must be generally one foot lower than the bed of the stream opposite, and they must be driven with a proper inclination. Care must be taken to leave a solid pillar of rock between the tunnel and the side of the ravine, equal (except in special cases) to not less than about double the diameter of the tunnel. The thickness of solid rock over the tunnel shall be similarly proportioned. The open cuttings which form the outlets and inlets of tunnels, shall be measured and paid as ordinary excavation, according to classification, the material excavated from them to be placed in the embankments, or as may be directed. The tunnels shall be paid for by the lineal foot, and the price must cover all cost of pumping, bailing, draining, &c., which may be necessary. The tunnels required will be of the following dimensions:—

Sectional Areas.		Lineal Foot of Tunnel.	
20 feet tunnels,	324 superficial feet	12 cubic yards.	
16 "	216 "	8 "	
12 "	108 "	4 "	
8 "	54 "	2 "	
6 "	27 "	1 "	

TIMBER STRUCTURES.

33. The structures for the passage of small streams may be built of the most suitable wood to be found in the country. Character and quality to be approved by the Engineer. The several structures are intended to be built according to the following specification, and the drawings referred to; but the character of the designs may be changed to suit circumstances.

34. General drawings, Nos. 1 to 9 inclusive, show the kind of structures to be erected for the passage of the smaller streams under the railway.

Drawing No. 1 for embankments	2 feet high.		
“	2	“	4 “
“	3	“	6 “
“	4	“	8 “
“	5	“	10 “
“	6	“	15 “
“	7	“	20 “
“	8	“	25 “
“	9	“	30 “

35. No. 1 will be composed of two bents framed together in the manner shown in the drawing, having caps and mud-sills framed into posts and braces, and pinned as shown. These bents will be placed in trenches—previously excavated—11 feet centre to centre, and at least 5 feet in the ground, and when properly levelled as to grade, height, &c., the earth will then be firmly packed around them. These bents will be spanned by stringers 16 inches by 12 inches, and bolted by $\frac{1}{2}$ -inch bolts, with washers, to the caps. The bank stringers will be 12 inches by 12 inches. The whole then covered by ties 9 inches by 8 inches, and of the lengths shewn on the plan.

36. No. 2 will be similar in every respect to No. 1, except as to height of bents. See drawing.

37. No. 3 will be composed of four bents; each bent will have cap and mud-sill 12 inches by 12 inches, and four posts 12 inches by 12 inches, and two braces 12 inches by 12 inches, all framed together and pinned in the manner shewn. There will be two diagonal braces of 9 inches by 6 inches placed in each bent in the manner shewn, and bolted to the frames by $\frac{1}{2}$ -inch bolts, with washers under the heads and nuts of bolts, seven bolts to each brace. Trenches will be dug for the reception of these bents, 11 feet centre to centre, and 5 feet deep, and when the bents have been levelled up to grade height and placed in line, the earth will then be tamped firmly round them. Stringers of 16 inches by 12 inches, must be provided and bolted to cap by $\frac{1}{2}$ -inch iron bolts, with washers. The bank stringers will be 12 inches by 12 inches; the whole structure will then be covered with special ties 9 inches by 8 inches as shewn.

38. Nos. 4 to 9 will be similar to No. 3 already described. No. 6 will have six bents, No. 7 eight bents, No. 8 eight bents, and No. 9 ten bents; and they will increase in height according to the height of the bank. In cases where stringers cannot be procured long enough to span the entire number of bents, as in the cases of Nos. 6, 7, 8 and 9, then the stringers may be joined, either by butt-joint on corbells resting on caps, or be allowed to overlap each other on caps, all being firmly bolted to caps.

39. Wherever the circumstances of the case require the adoption of trestle-work in lieu of embankments, the same shall be erected in the most substantial manner, in accordance with the plans and specifications of the same to be furnished from time to time by the Engineer.

40. Wherever the circumstances of the case require the adoption of bridges on piles, they will be erected according to the following or another approved plan. Trenches will first be excavated 21 feet centre to centre, and to the depth of the beds of the streams. Each bent will be composed of four piles, driven perpendicularly, together with two spur piles, as shewn in the drawing. The piles are to measure at the butt or larger end not less than 12 nor more than 17 inches in diameter, exclusive of bark. They must be perfectly sound and straight, and be of such lengths as circumstances may require. The piles must be driven by a hammer weighing 1,500 lbs. or upwards, until they reach perfectly firm ground. They will generally be tested by the hammer falling 30 feet at the last blow. Care must be taken to have them driven truly, so that the caps, waling pieces and braces may be properly framed and bolted to them. The spur piles must be curve-pointed, so that as they are driven

they will gradually come into their places and butt against the piles, and be bolted to the same with two bolts to each spur pile. Before being driven the piles must be sawed or chopped off square at the butt, and tapered to a blunt point at the smaller end. Should there appear to be any danger of splitting, the heads must be bound with iron hoops, and if necessary the points must also be properly shod. The stringers must be double, 12 inches by 16 inches, bolted together and resting on corbells, and be bolted securely to corbells and caps. The stringers must be of as long lengths as possible, and to break joint alternately inside and out. The bank stringers will be 16 inches by 12 inches. The whole to be covered by special ties 9 inches by 8 inches as shewn.

41. The railway will be carried over the larger streams by bridges. The abutments and piers will in some cases be built of crib-work filled with stone. The cribs must be constructed in the most substantial manner of the most suitable timber to be found in the vicinity; outside timbers to be not less than 12 inches square, dovetailed at the angles and properly pinned with hardwood pins or rag-bolts of iron, as Engineer may direct; the ties may be of suitable round timber, dovetailed into face timbers and pinned. The sloping faces of the cut-waters to piers must be of square timber laid with one side in the line of the rake of the cut water, and be dove tailed at angles, the two faces of the cut-waters will then be sheathed with hardwood plank three inches thick, well fastened to the cribwork with spikes or rag-bolts. The whole of the abutments and piers to be finished in accordance with the plans and to the satisfaction of the Engineer.

42. Where the circumstances of the case require the adoption of timber bridges, their superstructure will be of the most improved Howe Truss pattern, built of pine, with white oak keys, cast iron prisms and wrought iron rods, with up-set ends, the whole to be first class material and workmanship. Detail drawings will be prepared during the progress of the work, by the Engineer, to suit each span or bridge, and to which the contractor must work. These bridges must be executed in a thoroughly substantial and workman-like manner, and shall be completed in every respect, except painting, which will not be included in the present contract.

43. The Government reserves the right to substitute and furnish iron superstructures for bridges in lieu of timber, and to take such steps as may be deemed best for placing the same in position. In the event of this right being exercised after the contractor has incurred expenses in procuring some of the timber, he shall not be entitled to any compensation on account of the substitution beyond the value of the material furnished and the labour expended thereon.

FOUNDATIONS.

44. Foundation pits must be sunk to such depths as the Engineer may deem proper for the safety and permanency of the structure to be erected; they must in all cases be sunk to such depths as will prevent the structures being acted on by the frost. The material excavated therefrom to be deposited in embankment, unless the Engineer directs otherwise. For ordinary foundations, the 16th clause is referred to. In the case of piers in large rivers or lakes, a special price must be given in the tender for coffer dams and all extra expense involved.

MASONRY.

45. In order to prevent delay it will be expedient generally to build the structures in the first place of timber, but should it be practicable to insert structures of masonry at one or more places without interfering with the progress of the work, and it appears expedient to do so, the Engineer may be authorized to substitute masonry for wooden structures. In such cases the work must be of a substantial and permanent character, and in every respect equal to the best description of masonry in railway works.

46. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined and approved by the Engineer, nor until the contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

47. The stone used in all masonry on the line of railway, must be of a durable character, large, well proportioned, and well adapted for the construction of substantial and permanent structures; parties tendering must satisfy themselves as to where fitting material for the masonry can be most conveniently procured.

48. *Bridge Masonry* shall generally be in regular courses of large, well-shaped stone, laid on their natural beds, the beds and vertical joints will be hammer-dressed, so as to form quarter-inch joints. The vertical joints will be dressed back square 9 inches, the beds will be dressed perfectly parallel throughout. The work will be left with the "quarry face" except the outside arrises, strings and coping, which will be chisel dressed.

49. The courses will not be less than twelve inches, and they will be arranged in preparing the plans to suit the nature of the quarries, courses may range up to 24 inches, and the thinnest courses invariably be placed towards the top of the work.

50. Headers will be built in every course not farther apart than 6 feet; they will have a length in line of wall of not less than 24 inches, and they must run back at least three times their height, unless when the wall will not allow this proportion, in which case they will pass through from front to back. Stretchers will have a minimum length in line of wall of 30 inches, and their breadth of bed will at least be $1\frac{1}{2}$ times their height. The vertical joints in each course must be arranged so as to overlap those in the course below 10 inches at least. The above dimensions are for minimum courses of 12 inches, the proportions will be the same for thicker courses.

51. The quoins of abutments, piers, &c., shall be of the best and largest stones, and have chisel drafts properly tooled on the upright arris, from two to six inches wide, according to the size and character of the structure.

52. Coping stones, string courses and cut-waters shall be neatly dressed in accordance with plans and directions to be furnished during the progress of the work.

53. The bed stones for girders shall be the best description of sound stone, free from dries or flaws of any kind, they must be not less than 12 inches in depth for the smaller bridges, and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight; these stones shall be solidly and carefully placed in position, so that the bridge will sit fair on the middle of the stone.

54. The backing will consist of flat bedded stone well shaped, having an area of bed equal to four superficial feet or more. Except in high piers or abutments, two thicknesses of backing stone, but not more, will be allowed in each course, and their joints must not exceed that of the face work. In special cases, where deemed necessary by the Engineer, to insure stability, the backing shall be in one thickness; the beds must, if necessary, be scabbled off, so as to give a solid bearing. No pinning will be admitted. Between the backing and face stones there must be a good square joint, not exceeding one inch in width, and the face stones must be scabbled off to allow this. In walls over three feet in thickness, headers will be built in front and back alternately, and great care must be taken in the arrangement of the joints so as to give perfect bond.

55. *Culvert Masonry* shall be built of good, sound, large flat-bedded stones laid in horizontal beds. It may be known as Random, or broken coursed work. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less in thickness than eight inches, and they must be hammer-dressed so as to give good beds with half-inch joints. In smaller structures, and in cases where stones of good size and thickness cannot be had, they may, if in other respect suitable, be admitted as thin as five inches. All stones must be laid on their natural beds.

56. Headers shall be built in the wall, from front and back alternately, at least one in every five feet in line of wall, and frequently in the rise of wall. In the smallest structures headers shall be not less than 24 inches in length, and the minimum

bed allowed for stretchers shall be 12 inches. In the larger structures all stones must be heavier in proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, workman-like finish.

57. Wing walls will generally be finished with steps, formed of sound, durable stone, and not less than from 10 to 12 inches thick, and 6 feet superficial area; other walls will be covered with coping of a similar thickness, and of 7 feet or upwards, superficial area. These coverings will be neatly dressed when required, and as may be directed. The walls of the box culverts will be finished with stones the full thickness of wall, and the covers will be from 10 to 15 inches thick, according to the span; they must have a bearing of at least 12 inches on each wall, and they must be fitted sufficiently close together to prevent the earth from falling through.

58. *Arches of 10 feet span and upwards* will be constructed of stones cut so that when laid, their beds will radiate truly from the centre of the circle; the depth of stones will of course vary with the span, but will never exceed 30 inches, they must not be less in length than 27 inches, and they must break joint 10 inches; their thickness on the soffit must be at least 9 inches, and it will be dressed to the circle. All the stones must be dressed to the full depth of bed, so as to give truly radiated joints from $\frac{1}{8}$ to $\frac{1}{4}$ inch, they must be set without pinning of any kind, and the end joints must be properly squared. Each stone to be full bedded in cement, and each course afterwards thoroughly grouted. The outer ring stones to be neatly worked with a chisel draft around their edges.

59. *Arches of 8 feet span and under* shall be constructed of suitable flat-bedded stones, ranging according to the span from 16 to 24 inches deep, and with a minimum length of from 16 to 24 inches, and 5 to 6 inches in thickness on the soffit; they must invariably extend through the entire thickness of the arch. Each stone to be well and closely fitted so as to give half-inch joints, and to break joints with its fellow 7 to 9 inches. The whole must be laid in thin mortar, and each course must be well grouted immediately after being laid. The outer arch stones to be as nearly uniform in depth as possible, of large size and neatly incorporated with the perpendicular face of the masonry. The key stone, to be 10 or 12 inches on the soffit, to have a chisel draft around their edges, and to project beyond the face of the wall 2 or 3 inches.

60. All arches shall be built in cement, and before being covered with earth or the entering removed they must be thoroughly flushed on the back, levelled up and rounded to a moderately even and smooth surface with the same material.

61. Centres of arches must in all cases be well formed, of ample strength, securely placed in position, and in every respect to the satisfaction of the Engineer. The ribs must not be placed farther apart than three feet in any case. The laggings shall be cut to a scantling of three inches square. The supports of centres shall be substantial and well constructed, and they must be provided with proper wedges for easing centres when required.

62. Structures having more than one arch shall be provided with as many centres as the Engineer may deem proper, and in no case shall the centres be struck without his sanction.

63. Centering and scaffolding of all kinds shall be provided by the contractor, and the cost included in the price for masonry.

64. The bottoms of culverts will be paved with stones set on edge, to a moderately even face, packed solid, the interstices being also well packed. The paving will be from 12 to 16 inches deep.

65. Masonry shall be formed *dry* or *laid in mortar* as circumstances may determine. In *dry* masonry special regard must be paid to the stone being massive and well proportioned.

66. Mortar shall be of hydraulic lime or cement, and common lime.

67. Hydraulic lime mortar will be used unless otherwise directed in building all masonry, from the foundations up to a line two feet above the ordinary level of the stream. It will be used also in turning arches, in laying girder beds, coping, covering of walls generally, in lipping and in pointing. The hydraulic lime or cement must be fresh ground, of the best brand, and it must be delivered on the ground, and kept

till used, in good order. Before being used satisfactory proof must be afforded the Engineer of its hydraulic properties, as no inferior cement will be allowed.

68. Common lime mortar must be made of the best common lime and will be employed in all masonry (except dry) where cement is not directed to be used.

69. Both cement and lime must be thoroughly incorporated with approved proportions of clean large-grained sharp sand. The general proportions may be one part of lime to two parts of sand, but this may be varied according to the quality of the lime or cement. Mortar will be only made as required, and it must be prepared and used under the immediate direction and to the satisfaction of an inspector, by the contractor's men, failing which the inspector may employ other men to prepare the mortar, and any expense occurred thereby shall be borne by the contractor. Grout shall be formed by adding a sufficient quantity of water to well-tempered and well-proportioned mortar.

70. When mortar is used, every stone must be set in a full bed and beaten solid; the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

71. In all walls built in common lime, the exposed faces will have a four-inch lipping of cement.

72. All masonry must be neatly and skilfully pointed, but if done out of season, or if from any other cause it may require re-pointing before the expiration of the contract, the contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the contractor, at his risk and cost.

73. A puddle-wall, at least two feet thick, extending from end to end of the masonry, and from the bottom to the top, must be made between the back of the dry masonry and the embankment.

74. After the masonry of a structure has been completed for a period of four or five weeks, the formation of the embankment around it may be proceeded with. The earth must be carefully punned in thin layers around the walls, and in this manner the filling must be carried up simultaneously on both sides. The contractor must be extremely careful in forming the embankments around culverts and bridges, as he will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses from the bottom to the top of the embankment, without loading one side of the masonry more than another.

TRACK LAYING AND BALLASTING.

75. The work of track laying and ballasting will embrace all engines, cars and plant (unless other provided in the contract), and all labor and tools required for loading, unloading and distributing rails, joint-fastening, spikes, points and crossings, and sleepers or cross-ties; laying, lifting, centring, lining and surfacing the track; also, for making roads to ballast-pits and laying all service tracks; for getting, loading and unloading the ballast, placing the same in the road bed and trimming it up. At the close of the contract any engines and platform cars which may be considered by the Engineer fit for further use, may be transferred to the Government on the valuation of the Engineer.

76. The Government will furnish to the contractor rails, joint-fastenings, spikes, points and crossings, switch-gear and switch-frames.

TRACK LAYING.

77. The rails, joint-fastenings, spikes, points and crossings, switch-gear and frames, will be delivered by the Government to the contractor at places to be indicated, from whence they shall be distributed by the contractor.

78. Track laying shall include the supplying, furnishing and laying plank, including spikes for the same, on public and private road crossings, distributing rails,

rail fastenings, spikes, points and crossings, ties, laying the same on main track and sidings, and centreing, lining and surfacing. Track laying will be paid for by the lineal mile of 5,280 feet.

79. The rails shall be laid to a gauge of 4 feet $8\frac{1}{2}$ inches clear between the rails, and they shall be well and carefully fastened at the joints, which must be as near as possible opposite each other and on the same tie; special care must be taken at points and crossings to have the rails laid to a tight gauge, the rails must be full spiked and on curves, the outer rail shall be elevated (unless otherwise directed), according to the degree of curvature as follows, that is to say, on one degree curves 0.05 feet, on two degree curves 0.10 feet, on three degree curves 0.15 feet, and on four degree curves 0.20 feet. The rails shall be handled with great care, and before being run over by either engine or cars, shall be full sleepered and surfaced. Every precaution shall be taken to prevent them getting bent during the progress of the ballasting.

80. The sleepers or cross-ties must be of approved sound timber, smoothly hewn, free from all score-hacks, and chopped or sawn square at the ends, 8 feet long, flatted on two opposite sides to a uniform thickness of 6 inches, the flatted surface being not less than 6 inches, on either side at the small end. They must be placed as nearly as possible at uniform distances apart, and at right angles to the rails, in such a manner that about twenty-five per cent. of the length of the rail shall have a bearing upon the surface of the sleepers. "Joint sleepers" must have both an upper and under surface bearing, at their smallest end, of at least 8 inches.

81. When the sleepers are provided under a separate contract from the track-laying and ballasting, the contractor for the latter shall take delivery of them, in the position and at the points in which they are received by the Government Inspectors.

82. The contractors shall lay all sidings and put in all points and crossings complete, embracing wing and jack rails, head blocks, switch and signal frames, and gearing.

83. The contractors shall remove from the track and straighten all bent and damaged rails, and make good all injuries done before the works are finally accepted; and further they will be held responsible for all materials provided them, and give a receipt for the same upon taking delivery.

BALLASTING.

84. The land for ballast-pits and approaches thereto will be furnished by the Government and approved by the Engineer; in selecting land for the purpose, preference will always be given to those points where the best material can be procured, having due regard to the convenience of the contractors. During the working of any pit, should the material be found unfit for ballasting, the Engineer shall have power to compel the contractors to close such pits and open others.

85. The surface of ballast-pits shall be stripped of soil, where such exists, and no material whatever shall be placed on the road-bed but good clean gravel, free from earth, clay, loam, or loamy sand; no large stones shall be allowed. The maximum size of gravel must not be greater in diameter than 3 inches. In unloading the ballast the train must be kept working to and fro, so as to thoroughly mix the different qualities of ballast, until a sufficient quantity is deposited for the first "lift." The track must then be raised so that there will be an average depth of 6 inches beneath the sleepers, and the ballast must be well beaten and packed under and around them. As the raising proceeds the end of the lift shall extend over not less than three rail lengths, and before trains are allowed to pass over the inclined portion of track, it must be made sufficiently solid to prevent bending the rails, or twisting the rail-joints. After the lift, the track shall be centered, lined, topped, surfaced and trimmed off to a proper form and width.

86. In the event of full ballasting being required, a second "lift" must be made in the same manner and with the same precautions as required for the first "lift," in order to secure a uniform thickness of 12 inches under the sleepers. In wet cuttings the

Engineer shall have power to direct a greater thickness of ballast, should it be deemed necessary.

87. Whenever the work is sufficiently advanced to admit of trains using the line for public traffic, it will be in the power of the Government to regulate the running of all trains, so as to ensure safety, and interfere as little as possible with the traffic.

88. The contractors shall keep all public and private road crossings in a safe and serviceable condition during the progress of the work, leaving them well and properly planked inside and outside of the rails, as may be directed by the Engineer, and gravelled to a depth of at least ten inches for a distance of 50 feet on both sides of the track.

89. The track shall be left by the contractors with everything complete, and well surfaced. The ballast shall be dressed off to the form required, and the whole shall be executed according to the direction and to the approval of the Chief Engineer, or other officer duly appointed.

90. The contractors shall be paid by the cubic yard for all ballast put into track, the measurement to be made in the pit or excavation, and the price per cubic yard to cover the cost of laying tracks to the pit, stripping the ground, excavating, handling, hauling, putting the ballast on the road-bed, and neatly trimming it off to the proper form.

MISCELLANEOUS.

91. If any work or service be required to be done, which in the opinion of the Engineer does not come within the class of work to be measured under the contract, he shall be at liberty to direct the contractor to perform the same by day's labor, and the contractor when required by him shall supply such force as the Engineer may direct, and the contractor shall perform such work, and he shall be paid the reasonable and actual wages of such force as ascertained by time-keeper and pay-sheet, together with fifteen per cent. for the use of tools and profit. The Engineer shall be at liberty to discharge any bad or unsuitable workmen who may be placed at day's labor work, and the work so performed shall be subject to his approval before payment thereof.

92. No tender will be entertained unless on one of the printed forms prepared for the purpose, and with the schedule of quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, or other available security of such amount as may be required, accompanies the tender, which shall be forfeited if the party and sureties tendering decline or fail to enter into the contract for the works and sureties' indenture when called upon to do so, upon the tender being accepted. In the event of a tender not being accepted, the cheque or other security will be returned.

93. For the due fulfilment of the contract, satisfactory security will be required, either by deposit of money, or its equivalent value at current rates of public securities, or bank stock, to the amount of five per cent. on the bulk sum of the contract, of which the sum sent in with the tender will be considered a part, or by such other security as the Minister of Public Works for the time being of the Dominion of Canada may approve of, and all costs and expenses incurred in respect of any security offered by the contractor, whether in investigating the title of same, preparing instruments, obtaining valuation or otherwise, shall be paid by the contractor, whether such security be approved of or not.

94. To each tender must be attached the usual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of the contract.

95. The person or persons whose tender is accepted shall execute at once a contract under seal, similar in its provisions to the form of indenture hereto annexed, and it will be assumed that parties tendering have made themselves perfectly familiar with its contents; and further, may contain such special provisions as the Minister of Public Works for the Dominion of Canada may determine, and the surety or sureties

for the contractor shall also execute at the same time an indenture similar in its provisions to the form of sureties' indenture annexed to said form of contract, and containing such special provisions as the said Minister may determine.

96. The works are to be commenced and proceeded with as soon as practicable after the person or persons whose "tender" may be accepted, shall have entered into the contract.

SANDFORD FLEMING,

Engineer-in-Chief.

Canadian Pacific Railway Office,
Department of Public Works,
Ottawa, 30th November, 1878.

[The foregoing specification is common to both A and B.]

[The following refers only to A, with Articles of Agreement.]

97. On the completion of the track-laying and ballasting embraced under contract 25, the contractors for the new works, between English River and Eagle River, may be required to take over the rolling stock now in use by the present contractors. The 75th clause of the above specification prescribes that the engines and cars used for ballasting, may be transferred at a valuation. According to last returns, the rolling stock in the possession of and in use by the present contractors consists of the following, viz. :—

On contract No. 25, Fort William to English River; 5 locomotives and 56 platform cars.

98. In the forms of tender will be found the item, "rock borrowing," which comprises the material estimated to be required in addition to that from line cuttings, to form the parts of embankments through lakes and ponds. These will be carried about three feet above water level, which may vary from 10 ft. to 50 ft., under grade, according to circumstances. Inclined planes or other staging may therefore be necessary to convey the rock to its proper position in the embankment.

THIS INDENTURE, made the seventh day of March, one thousand eight hundred and seventy-nine, between Thomas Marks, of Prince Arthur's Landing, in the Province of Ontario, John Ginty, of the City of Toronto, in the County of York, in said Province of Ontario, Patrick Purcell, of Williamstown, in the County of Glengarry, said Province, and Hugh Ryan, of the Town of Perth, County of Lanark, same Province, carrying on together the business of contractors as partners under the name, style and firm of Purcell and Co., hereafter called "the Contractors," of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of Canada, of the second part, WITNESSETH, that in consideration of the covenants and agreements on the part of Her Majesty hereinafter contained, the contractors convenant and agree with Her Majesty as follows :

1. In this contract the word "work" or "works" shall, unless the context require a different meaning, mean the whole of the work and the materials, matters and things required to be done, furnished and performed by the contractors under this contract. The word "Engineer," shall mean the Chief Engineer for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions, or certificates given, or decisions made by any one acting for the Chief Engineer, shall be subject to his approval, and may be cancelled, altered, modified and changed, as to him may seem fit.

2. All covenants and agreements herein contained shall be binding on and extend to the Executors and Administrators of the contractors and shall extend to and be binding upon the successors of Her Majesty, and wherever in this contract Her

Majesty is referred to, such reference shall include her successors, and wherever the contractors are referred to, such reference shall include their Executors and Administrators.

3. That the contractors will, at their own expense, provide all and every kind of labour, machinery and other plant, materials, articles, and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the general specifications hereunto annexed, dated 30th November, 1878, and marked A, and set out or referred to in the plans and drawings prepared and to be prepared for the purposes of the work, and in accordance with the printed memorandum dated 30th November, 1878, and will execute and fully complete the respective portions of such works and deliver the same complete to Her Majesty, on or before the first day of July, A.D., one thousand eight hundred and eighty-three, and will so far complete the same to the entire satisfaction of the said Chief Engineer as to be ready for the passage of through trains thereover, on or before the first day of July, A.D., eighteen hundred and eighty-two. The said work to be constructed of the best materials of their several kinds, and finished in the best and most workman-like manner, in the manner required by and in strict conformity with the said specifications and drawings which may from time to time be furnished (which said specifications are hereby declared to be part of this contract); and to the complete satisfaction of the Chief Engineer for the time being having control over the work.

4. The aforesaid specification and memorandum and the several parts of this contract shall be taken together, to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated, which is necessary for the proper performance and completion of any part of the work contemplated, the contractors will, at their own expense, execute the same as if it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to or deviation from the works hereby contracted for.

5. The Chief Engineer, with the sanction of the Minister of Public Works, shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any work to be done, and to make any changes which he may deem expedient in the grades, the width of cuttings and fillings, the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether or not, such changes diminish the work to be done, or the cost of doing the same, and the contractors shall immediately comply with all written requisitions of the Engineer in that behalf, but the contractors shall not make any change in or addition to, or omission, or deviation from the works, unless directed by the Engineer, and shall not be entitled to any payment for any change, addition or deviation, unless such change, addition, omission or deviation, shall have been first directed in writing by the Engineer, and notified to the contractors in writing, nor unless the price to be paid for any additional work shall have been previously fixed by the Minister of Public Works in writing, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the cost of the work, and as to the amount to be paid or deducted as the case may be in respect thereof, shall be final, and the obtaining of his certificate shall be a condition precedent to the right of the contractors to be paid therefor. If any such change or alteration constitutes, in the opinion of the said Engineer, a deduction from the works, his decision as to the amount to be deducted on account thereof shall be final and binding.

6. That all the clauses of this contract shall apply to any changes, additions, or deviations in like manner, and to the same extent, as to the works at present projected, and no changes, additions, deviations or variations shall annul or invalidate this contract.

7. It being the intention that the cost of the work to be done under this contract be limited to the sum of two millions two hundred and three thousand eight hundred and ninty-six dollars (\$2,203,896), which sum is to be taken, as the maximum amount of this contract, not to be exceeded; it is hereby specially agreed that should

it, at any time during the execution of the said work, appear from the cost of the work then performed, as compared with the value of the work still to be done, that such maximum amount will be exceeded, whether by reason of additions, alterations, variations for any other cause whatsoever, the contractors will then be required to complete only such portion of the works herein contemplated as will be indicated by the Engineer, with the view to limit the total expenditure under this contract to the maximum above stated; and so soon as the said maximum amount will be expended this contract will then be considered as ended, and the contractors will not thereafter be entitled to continue the works under this contract, or to receive any further payment beyond the said maximum amount, unless the Minister should authorize and direct further expenditure; in which case, it is understood that the Minister will have the right (which is hereby expressly reserved) to direct that any works which may then remain to be done, shall be executed under this contract; and the contractors hereby agree to execute the same at the rates or prices hereinafter mentioned, as if these remaining works formed part of this contract. Provided also, that in case the said works, on completion, by reason of alterations, variations, deviations, diminutions, omissions, or otherwise, should not amount to the total sum above mentioned, the contractors will not be entitled to the payment of the difference in cost, whatsoever the same may be. No compensation shall, in any case, be claimable by the contractors for any loss of anticipated profits.

8. That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material, or as to the meaning or intention of this contract and the plans, specifications and drawings shall be final, and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the contractors be entitled to payment for the same, unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the contractors to be paid therefor.

9. It is hereby distinctly understood and agreed that the respective portions of the works set out or referred to in the list or schedule of prices to be paid for the different kinds of work, include not merely the particular kind of work or materials mentioned in said list or schedule, but also all and every kind of work, labor, tools, and plant, materials, articles and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the Engineer. And in case of dispute as to what work, labor, materials, tools, and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

10. A competent foreman is to be kept on the ground by the contractors during all the working hours to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foreman shall be considered as the lawful representative of the contractors, and shall have full power to carry out all requisitions and instructions of the said Engineer.

11. In case any material, or other things in the opinion of the Engineer not in accordance with the said several parts of this contract, or not sufficiently sound or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the contractors to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the contractors shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such material, or other things, or such work to be removed; and in any such case the contractors shall pay to Her Majesty all such damages and expense as shall be incurred in the removal of such material, materials, or other things, or of such work; or Her Majesty may, in her discretion, retain and deduct such damages and expenses from any amounts payable to the contractors.

12. All machinery and other plant, materials and things whatsoever, provided by the contractors for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, shall from the time of their being so provided become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things, provided always that upon the completion of the works and upon payment by the contractors of all such moneys, if any, as shall be due from them to Her Majesty, such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of, shall, upon demand, be delivered up to the contractors.

13. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials, respectively employed or provided by the contractors on or for the said works, to be insufficient for the advancement thereof towards completion within the limited times, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the said Engineer may, by written notice to the contractors, require them to employ or provide such additional workmen, horses machinery or other plant, or materials, as the Engineer may think necessary, and in case the contractors shall not thereupon within three days, or such other longer period as may be fixed by any such notice, in all respects comply therewith, then the Engineer may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on account of the contractors, but in either case at the expense of the contractors, provide and employ such additional workmen, horses, machinery and other plant, or any thereof, or such additional and materials respectively, as he may think proper, and may pay such additional workmen such wages, and for such additional horses, machinery or other plant, and materials respectively, such prices as he may think proper, and all such wages and prices respectively, shall thereupon at once be repaid by the contractors, or the same may be retained and deducted out of any moneys at any time payable to the contractors; and Her Majesty may use, in the execution or advancement of the said work not only the horses, machinery and other plant, and materials so in any case provided by anyone on Her behalf, but also all such as may have been or may be provided by or on behalf of the said contractors.

14. In case the contractors shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, and such default of delay shall continue for six days after notice in writing shall have been given by the Engineer to the contractors requiring them to put an end to such default or delay, or in case the contractors shall become insolvent, or make an assignment for the benefit of creditors, or neglect either personally or by a skillful and competent agent to superintend the works, then in any of such cases Her Majesty may take the work out of the contractors hands and employ such means as she may see fit to complete the work, and in such cases the contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the contractors of the works; and all materials and things whatsoever, and all horses, machinery and other plant provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions said conditions contained in the twelfth clause hereof.

15. The Contractors shall be at the risk of, and shall bear, all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works or any of them, until the same be fully and finally completed and delivered up to and accepted by the said Minister of Public Works for the time being; and if any such loss or damage occur before such final completion, delivery and acceptance, the contractors shall immediately at their own expense repair, restore and re-execute the work so damaged,

so that the whole works, or the respective parts thereof, may be completed within the time hereby limited.

16. The contractors shall not have or make any claim or demand, or bring any action or suit or petition against Her Majesty for any damage which they may sustain by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the contractors shall have such further time for the completion of the works as may be fixed in that behalf by the Minister of Public Works for the time being.

17. The contractors shall not make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and in any event no such assignment or sub-contract, even though consented to, shall exonerate the contractors from liability under this contract, for the due performance of all the work, hereby contracted for. In the event of any such assignment or sub-contract being made then the contractors shall not have or make any claim or demand upon Her Majesty for any future payments under this contract for any further or greater sum or sums than the sum or sums respectively at which the work or works so assigned or sub-contracted for shall have been undertaken to be executed by the assignee or sub-contractor; and in the event of any such assignment or sub-contract being made without such consent, Her Majesty may take the work out of the Contractors hands, and employ such means as she may see fit to complete the same; and in such case the contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the contractors of the works; and all materials and things whatsoever, and all horses, machinery, and other plant provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

18. Time shall be deemed to be of the essence of this contract.

19. The contractors shall be responsible for all damages claimable by any person or corporation whatsoever, in respect of any injury to persons or to lands, buildings, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by any neglect or misfeasance or non-misfeasance on their part, and shall and will at their own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works.

20. If the Contractors fail at any time in paying the salaries or wages of any person employed by them upon or in respect of the said works, or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the contractors to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date, and to any amount which may be payable, and may charge the same to the contractors and the contractors covenant with Her Majesty to repay at once any and every sum so paid.

21. The contractors will protect and will not remove or destroy or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineer of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

22. Any notice or other communication mentioned in this contract to be notified or given to the contractors shall be deemed to be well and sufficiently notified or given, if the same be left at the contractors office or mailed in any Post Office, to the contractors or foreman, addressed to the address mentioned in this contract, or to the contractor's last known place of business.

23. And Her Majesty in consideration of the premises, hereby covenants with the contractors, that they will be paid for and in respect of the works hereby contracted for, and in the manner set out in the next clause hereof, the several prices or sums following, viz. :

SCHEDULE OF QUANTITIES AND PRICES.

Description of Work.	Approximate Quantities.		1st COLUMN.	
			To be completed by 1st July, 1883, and ready for passage of through trains by 1st July, 1882.	
			Rates.	Amount.
			\$	cts.
Clearing.....	Acres ...	470 per acre	21 00	9,870 00
Close cutting.....	do ...	110 do ...	33 00	3,630 00
Grubbing.....	do ...	80 do ...	68 00	5,440 00
Platform of logs across muskegs, average 16 in. deep, covered with brush.....	do ...	30 do ...	175 00	5,250 00
Fencing.....	L. feet...	41,000 per l. ft.	0 01	410 00
Solid rock excavation.....	C. yards	245,000 per c. yd	1 50	367,500 00
Loose rock excavation.....	do ...	97,000 do ...	0 90	87,300 00
Earth excavation, including borrowing.....	do ...	4,830,000 do ...	0 25	1,207,500 00
Earth borrowing, with haul of 1 to 1½ miles. (See 20th clause of Memo.).....	do ...	210,000 do ...	0 10	21,000 00
Off-take ditches, outside railway limits.....	do ...	3,000 do ...	0 25	750 00
Under-drains.....	L. feet...	2,400 per l. ft.	0 33	792 00
Bridge masonry.....	C. yards	1,100 per c. yd	8 00	8,800 00
Culvert masonry.....	do ...	600 do ...	4 00	2,400 00
Paving.....	do ...	60 do ...	4 00	240 00
Concrete.....	do ...	300 do ...	1 00	300 00
Crib-work in abutments and piers of bridges....	do ...	22,000 do ...	3 00	66,000 00
Rip-rap.....	do ...	4,400 do ...	2 00	8,800 00
Cast-iron pipes, 3 feet diameter inside, 1 inch thick, laid in concrete.....	L. feet...	520 per l. ft.	3 50	1,820 00
Bridge superstructure, timber, 100 ft. in clear...	Spans...	3 per span	3,600 00	10,800 00
do do 80 ft. do ...	do ...	8 do ...	3,000 00	24,000 00
do do 40 ft. do ...	do ...	14 do ...	1,000 00	14,000 00
Piles driven, 12 in. by 12 in.....	L. feet...	18,500 per l. ft.	0 24	4,440 00
<i>Square Timber in Trestle-work, Culverts, Bridges, &c.</i>				
16 in. by 12 in. white pine.....	do ...	14,000 do ...	0 38	5,320 00
16 in. by 10 in. do.....	do ...	700 do ...	0 35	245 00
14 in. by 12 in. do.....	do ...	400 do ...	0 35	140 00
12 in. by 12 in. do or tamarac.....	do ...	100,000 do ...	0 34	34,000 00
12 in. by 9 in. do do.....	do ...	12,000 do ...	0 29	3,480 00
12 in. by 8 in. do do.....	do ...	300 do ...	0 28	84 00
12 in. by 4 in. do do.....	do ...	1,700 do ...	0 23	391 00
9 in. by 8 in. do do.....	do ...	48,000 do ...	0 20	9,600 00
9 in. by 6 in. do do.....	do ...	34,000 do ...	0 20	6,800 00
9 in. by 4 in. do do.....	do ...	6,500 do ...	0 16	1,040 00
8 in. by 6 in. do do.....	do ...	300 do ...	0 16	48 00
8 in. flatted timber do do.....	do ...	4,400 do ...	0 18	792 00
Pine or tamarac plank.....	Ft. B.M.	54,000 per M.	28 00	1,512 00
Hardwood plank.....	do ...	1,000 do ...	30 00	30 00
Wrought iron, including bolts, spikes, straps, &c.....	Lbs.....	60,000 per lb...	0 08	4,800 00
Cast iron.....	do	12,200 do ...	0 08	976 00
Ties.....	No.....	300,000 per tie...	0 25	75,000 00
Carriage of rails and fastenings—average haul 172 miles.....	Tons.....	12,200 per ton...	2 00	24,400 00
Tracklaying.....	Miles.....	125 per mile	275 00	34,375 00
Ballasting.....	C. yards	437,500 per c. yd	0 34	148,750 00
Points and crossings.....	Sets.....	36 per set...	29 00	1,044 00
Total.....				\$2,203,896 00

24. Cash payments equal to about ninety per cent. of the value of the work done, approximately made up from returns of progress measurements and computed at the prices agreed upon or determined under the provisions of this contract, will be made to the contractors monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted, has been duly executed to his satisfaction and stating the value of such work computed as above mentioned—and upon approval of such certificate by the Minister of Public Works for the time being, for the Dominion of Canada, and the said certificate and such approval thereof shall be a condition precedent to the right of the contractors to be paid the said ninety per cent. or any part thereof. The remaining ten per cent. shall be retained until the final completion of the whole work to the satisfaction of the Chief Engineer for the time being having control over the work, and within two months after such completion the remaining ten per cent. will be paid. And it is hereby declared that the written certificate of the said Engineer certifying to the final completion of said works to his satisfaction shall be a condition precedent to the right of the contractors to receive or be paid the said remaining ten per cent., or any part thereof.

25. It is intended that every allowance to which the contractors are fairly entitled will be embraced in the Engineer's monthly certificates; but should the contractors at any time have claims of any description which they consider are not included in the progress certificates, it will be necessary for them to make and repeat such claims in writing to the Engineer within fourteen days after the date of each and every certificate in which they allege such claims to have been omitted.

26. The contractors in presenting claims of the kind referred to in the last clause must accompany them with satisfactory evidence of their accuracy, and the reason why they think they should be allowed. Unless such claims are thus made during the progress of the work, within fourteen days, as in the preceding clause, and repeated, in writing, every month, until finally adjusted or rejected, it must be clearly understood that they shall be forever shut out, and the contractors shall have no claim on Her Majesty in respect thereof.

27. The progress measurements and progress certificates shall not in any respect be taken as an acceptance of the work or release of the contractors from responsibility in respect thereof, but they shall at the conclusion of the work deliver over the same in good order, according to the true intent and meaning of this contract.

28. Her Majesty shall have the right to suspend operations from time to time at any particular point or points or upon the whole of the works, and in the event of such right being exercised so as to cause any delay to the contractors, then an extension of time equal to such delay or detention, to be fixed by the Minister of Public Works as above provided for, shall be allowed them to complete the contract, but no such delay shall vitiate or avoid this contract or any part thereof or the obligation hereby imposed or any concurrent or other bond or security for the performance of this contract, nor shall the contractors be entitled to any claim for damages by reason of any such suspension of operations. And at any time after operations have been suspended either in whole or part—such operations may be again resumed and again suspended and resumed as Her Majesty may think proper. And upon the contractors receiving written notice on behalf of Her Majesty that the suspended operations are to be resumed, the contractors shall at once resume the operations and diligently carry on the same.

29. Should the amount now voted by Parliament and applicable towards payment for the work hereby contracted for be at any time expended previous to the completion of the works, the Minister of Public Works for the time being, may give the contractors written notice to that effect. And upon receiving such notice the contractors may, if they think fit, stop the work—but in any case shall not be entitled to any payment for work done, beyond the amount voted and applicable as aforesaid—unless and until the necessary funds shall have been voted by Parliament in that behalf. And in no event shall the contractors have or make any claim upon Her Majesty for any damages or compensation by reason of the said suspension of payment, or by reason of any delay or loss caused by the stoppage of work.

30. The contractors shall not permit, allow, or encourage the sale of any spirituous liquors on or near the works.

31. No work whatever shall at any time or place be carried on during Sunday, and the contractors shall take all necessary steps for preventing any foreman or agent, or men from working or employing others on that day.

32. It is hereby agreed that all matters of difference arising between the parties hereto, upon any matter connected with or arising out of this contract, the decision whereof is not hereby especially given to the Engineer,—shall be referred to the award and arbitration of the Chief Engineer for the time being, having control over the works, and the award of such Engineer shall be final and conclusive; and it is hereby declared that such award shall be a condition precedent to the right of the contractors to receive or be paid any sum or sums on account, or by reason of such matters in difference.

33. It is distinctly declared that no implied contract of any kind whatsoever, by or on behalf of Her Majesty, shall arise or be implied from anything in this contract contained, or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants and agreements herein contained and made by Her Majesty, are and shall be the only contracts, covenants and agreements upon which any rights against Her are to be founded. It is also distinctly understood and agreed between the parties hereto that this contract shall not be binding until it shall have been laid before both Houses of Parliament for one month without being disapproved, unless sooner approved by both Houses.

34. This contract is hereby, pursuant to the provisions of the 8th section of the Statute, 41st Victoria (1878), chapter 5, made subject to the express condition that no Member of the House of Commons of Canada shall be admitted to any share or part of such contract, or to any benefit to arise therefrom.

35. In the event of it becoming advisable in the interests of the public to suspend the work hereby contracted for, or any portion thereof, at any time before its completion, and to put an end to this contract, the Minister of Public Works of Canada for the time being shall have full power to stop the work and to cancel this contract, on giving due notice to that effect to the contractors. The contractors, however, will be entitled to receive payment for all sums then due for work already done, materials used or delivered, or ready to be used, or in course of preparation, together with such reasonable compensation as will cover all *bonâ fide* damages, if any, resulting therefrom, and as may then be agreed upon; or, in case of disagreement, as may be determined by the Official Arbitrators of the Dominion of Canada; it being understood, however, that no compensation will be allowed to or claimed by the contractors for materials procured for the works after the date of the service of the notice above referred to, or for any loss of anticipated profits, either in respect of the works so suspended as aforesaid, or of the materials then procured for said works.

Whereas, in asking for tenders for the works hereby contracted for, forms of tender were used containing two columns, the first being for the insertion of the rates required by the persons tendering to so far complete the works as to have them ready for the passage of through trains thereover on or before the 1st day of July, 1882, and to fully complete the whole of the works on or before the 1st day of July, 1883; the second column being for the insertion of the rates required to so far complete the works as to have them ready for the passage of through trains thereover on or before the first day of July, 1881, and to fully complete the works on or before the first day of July, 1882.

And whereas the contractors filled out both columns in their tender, the rates for the shorter period being higher than those for the longer period.

And whereas Her Majesty has been advised that it would be in the public interests to have the works completed within the shorter time, even at the higher rates, although it would not be expedient to pay such higher rates before the actual completion of the works within such time.

And whereas for that reason the longer time has been limited as the time for the completion of the works, and the lower rates are those agreed to be paid therefor;

but as the contractors have represented that they will be able to complete the works within the shorter time if the higher rates be paid them.

Therefore, Her Majesty covenants with the contractors that if the said works be so far completed in accordance with the terms of this contract, to the entire satisfaction of the said Chief Engineer, on the first day of July, 1881, as to be ready for the passage of through trains thereover, on or before that day, and if the whole of the works be fully completed to the entire satisfaction of the said Chief Engineer, according to the terms of this contract, on or before the first day of July, 1882, then the contractors will be entitled to receive in one sum, upon the full completion of the works, as above mentioned, the difference between the amount of the total sum for the work done, according to the rates for the shorter period, and that for such work according to the rates for the longer period; the completion of the works within the shorter periods above mentioned shall be a condition precedent to the right of the contractors to receive any greater sums in payment for the works than those above agreed to be paid for the completion thereof within the longer periods limited by this contract.

The rates for the shorter periods are as follows :

SCHEDULE OF QUANTITIES AND PRICES.

Description of Work.	Approximate Quantities.		2ND COLUMN.				
			To be completed by 1st July, 1882, and ready for passage of through trains by 1st July, 1881.				
			Rates.	Amount.			
				\$	cts.	\$	cts.
Clearing.....	Aeres ...	470	per acre	22	00	10,340	00
Close cutting	do ...	110	do ...	35	00	3,850	00
Grubbing.....	do ...	80	do ...	70	00	5,600	00
Platform of logs across muskegs, average 16 in. deep, covered with brush.....	do ...	30	do ...	180	00	5,400	00
Fencing.....	L. feet...	41,000	per l. ft.	0	01	410	00
Solid rock excavation.....	C. yards	245,000	per c.yd.	1	55	379,750	00
Loose rock excavation.....	do ...	97,000	do ...	0	95	92,150	00
Earth excavation, including borrowing.....	do ...	4,830,000	do ...	0	26	1,255,800	00
Earth borrowing, with haul of 1 to 1½ miles.....	do ...	210,000	do ...	0	10	21,000	00
Off-take ditches, outside railway limits.....	do ...	3,000	do ...	0	26	780	00
Undor-drains.....	L. feet...	2,400	per l. ft.	0	35	840	00
Bridge masonry.....	C. yards	1,100	per c.yd.	9	00	9,900	00
Culvert masonry.....	do ...	600	do ...	4	50	2,700	00
Paving.....	do ...	60	do ...	4	50	270	00
Concrete.....	do ...	300	do ...	1	00	300	00
Crib-work in abutments and piers of bridges....	do ...	22,000	do ...	3	50	77,000	00
Rip-rap.....	do ...	4,400	do ...	2	50	11,000	00
Cast-iron pipes, 3 feet diameter inside, 1 inch thick, laid in concrete.....	L. feet...	520	per l. ft.	4	00	2,080	00
Bridge superstructure, timber, 100 ft. in clear... do do 80 ft. do ... do do 40 ft. do ...	Spans ...	3	per span	3,700	00	11,100	00
	do ...	8	do ...	3,200	00	25,600	00
	do ...	14	do ...	1,200	00	16,800	00
Piles driven, 12 in. by 12 in.	L. feet...	18,500	per l. ft.	0	25	4,625	00
<i>Square Timber in Trestle-work, Culverts, Bridges, &c.</i>							
16 in. by 12 in., white pine	do ...	14,000	do ...	0	40	5,600	00
16 in. by 10 in. do	do ...	700	do ...	0	38	266	00
14 in. by 12 in. do	do ...	400	do ...	0	38	152	00
12 in. by 12 in. do or tamarac	do ...	100,000	do ...	0	35	35,000	00
12 in. by 9 in. do do	do ...	12,000	do ...	0	30	3,600	00
12 in. by 8 in. do do	do ...	300	do ...	0	29	87	00
12 in. by 4 in. do do	do ...	1,700	do ...	0	24	408	00
9 in. by 8 in. do do	do ...	48,000	do ...	0	21	10,080	00
9 in. by 6 in. do do	do ...	34,000	do ...	0	21	7,140	00
9 in. by 4 in. do do	do ...	6,500	do ...	0	17	1,105	00
8 in. by 6 in. do do	do ...	300	do ...	0	17	51	00
8 in. flattened timber do do	do ...	4,400	do ...	0	20	880	00
Pine or tamarac plank.....	Ft. E.M.	54,000	per M....	30	00	1,620	00
Hardwood plank.....	do ...	1,000	do ...	31	00	31	00
Wrought iron, including bolts, spikes, straps, &c.	Lbs.....	60,000	per lb...	0	08	4,800	00
Cast iron	do ...	12,200	do ...	0	08	976	00
Ties.....	No.....	300,000	per tie..	0	25	75,000	00
Carriage of rails and fastenings—average haul, 17½ miles.....	Tons.....	12,200	per ton .	2	00	24,400	00
Tracklaying.....	Miles.....	125	per mile	300	00	37,500	00
Ballasting	C. yards	437,500	per c.yd.	0	35	153,125	00
Points and crossings.....	Sets.....	36	per set..	30	00	1,080	00
Total.....						\$2,300,196	00

In witness whereof the contractors have hereto set their hands and seals, and these presents have been signed and sealed by the said Minister, and countersigned by the Secretary of the Department of Public Works, of Canada, on behalf of Her Majesty.

Signed, sealed and delivered by the contractors in presence of	} H. A. FISSAULT.	THOS. MARKS. [L.S.]
		JOHN GINTY. [L.S.]
Signed, sealed and delivered by the Minister, and countersigned by the Secretary of Public Works, in the presence of	} H. A. FISSAULT.	P. PURCELL. [L.S.]
		HUGH RYAN. [L.S.]
		CHAS. TUPPER. [L.S.]
		F. BRAUN, <i>Secretary.</i>

SURETIES' INDENTURE.

This indenture, made the seventh day of March, one thousand eight hundred and seventy-nine, between Martin O'Gara, of the City of Ottawa, in the County of Carleton and Province of Ontario, police magistrate, and John Heney, of the same place, wood merchant, hereinafter called "the Sureties," of the first part, and Her Majesty Queen Victoria, of the second part,

Witnesseth, that the sureties hereby for themselves, and each of them, their and each of their heirs, executors and administrators, jointly and severally, covenant with Her Majesty and Her Successors, that the contractors named in the hereunto annexed indenture, their executors and administrators, shall and will from time to time, and at all times, well and truly perform, keep and abide by all and singular the covenants, agreements and conditions in said indenture contained, and on their part to be performed, kept and abided by. And the sureties, further, covenant and agree with Her Majesty and Her Successors, that all the rights, privileges and powers which may, by virtue of the said indenture, be exercised by or on behalf of Her Majesty, or by the engineer or engineers, or other persons mentioned in said indenture, may be so exercised without notice to the said sureties, and without in any way releasing or interfering with the liability of the sureties under their covenants herein contained.

In witness whereof, the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered in presence of	} H. A. FISSAULT.	M. O'GARA. (L.S.)
		JOHN HENEY. (L.S.)

[THE FOLLOWING REFERS TO B WITH ARTICLES OF AGREEMENT.]

97. On the completion of the track-laying and ballasting embraced under Contract No. 15, the contractors for the new work, between Keewatin and Eagle River may be required to take over the rolling-stock now in use by the present contractors. The 75th clause of the above specification prescribes that the engines and cars used for ballasting may be transferred at a valuation. According to last returns, the rolling-stock in the possession of and in use by the present contractors consists of the following, viz:—

On Contract No. 15, Selkirk to Keewatin—2 locomotives and 69 platform cars.

98. The track-laying and ballasting on Contract No. 15 should, according to the terms of the contract, be completed by the 1st July, 1879; but some delay will in all probability arise, and the Government will not be bound to give access that way by the date fixed or for some time thereafter. When, however, the track is laid to Keewatin, arrangements may be made to afford the same facilities for transportation as between Fort William and English River.

99. In the forms of tender will be found the item "Rock borrowing," which comprises the material estimated to be required in addition to that from Line Cuttings, to form the parts of embankments through lakes and ponds. These will be carried about three feet above water level, which may vary from 10ft. to 50ft., under grade, according to circumstances. Inclined planes or other staging may therefore be necessary to convey the rock to its proper position in the embankment.

100. Special attention is directed to the large quantity of earth required—in addition to that from line cuttings and from local borrow pits—to complete the embankments chiefly on the section between Eagle River and Keewatin, as shown approximately in the Schedule of Quantities. As it will not be possible to complete some of the embankments one by one from each borrow pit in the ordinary way within the specified time, temporary trestle or other staging will have to be generally used to carry construction trains forward. The rates for excavation in the tender must include all such temporary works, in accordance with the 31st clause of the Specification. Special attention is directed to the profile of the line where all known information is given respecting the character of material available for forming embankments. It will be observed that the localities so far discovered, as likely to yield a considerable quantity, are limited. Accordingly, if no other more convenient localities are found, the haul will be unusually long at the under-mentioned places, and parties tendering may give special prices in their tenders for this work.

Haul—1 to 16 miles, between the 241st and 273rd miles,	1,265,000 c. yds., approx:
" 1 to 8 " " 273rd " 289th " 385,000 "	
" 1 to 2 " " 293rd " 295th " 250,000 "	

The attention of intending contractors is specially directed to this matter, as the maximum rate of haul, under all ordinary circumstances, is established by the 18th clause of the Specification. It is possible that material may be found as the work progresses between the above mentioned points, and thus reduce the quantity estimated for long haul.

This INDENTURE made the twentieth day of March, one thousand eight hundred and seventy-nine, between James Hugh Fraser, of New Glasgow, in the Province of Nova Scotia; George Johnstone Grant, of Truro, in the said Province of Nova Scotia; James McDonald Pitblado, of Truro aforesaid; Alexander Manning, of the City of Toronto, in the Province of Ontario; John Shields, of the said City of Toronto, and John James McDonald, of the City of Ottawa, in the Province of Ontario aforesaid; all the parties above named carrying on together the business of contractors as partners under the name, style and firm of "Fraser, Manning & Co.," hereafter called "the contractors" of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of Canada, of the second part, witnesseth, that in consideration of the covenants and agreements on the part of Her Majesty herein-after contained, the contractors covenant and agree with Her Majesty as follows:

1. In this contract the word "work" or "works" shall, unless the context require a different meaning, mean the whole of the work and the materials, matters and things required to be done, furnished and performed by the contractors under this contract. The word "Engineer" shall mean the Chief Engineer for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions, or certificates given, or decisions made by any one acting for the Chief Engineer, shall be subject to his approval, and may be cancelled, altered, modified and changed, as to him may seem fit.

2. All covenants and agreements herein contained shall be binding on and extend to the executors and administrators of the contractors, and shall extend to and be binding upon the successors of Her Majesty, and wherever in this contract Her Majesty is referred to, such reference shall include her successors, and wherever the Contractors are referred to, such reference shall include their executors and administrators.

3. That the contractors will, at their own expense, provide all and every kind of labour, machinery and other plant, materials, articles, and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the General Specifications hereunto annexed, dated 30th November, 1878, and marked A, and set out or referred to in the plans and drawings prepared and to be prepared for the purposes of the work, and in accordance with the printed memorandum, dated 30th November, 1878, and will execute and fully complete the respective portions of such works and deliver the same complete to Her Majesty, on or before the 1st day of July, one thousand eight hundred and eighty-three, and will so far complete the same to the entire satisfaction of the said Chief Engineer as to be ready for the passage of through trains thereover on or before the first day of July, A. D. eighteen hundred and eighty-two. The said work to be constructed of the best materials of their several kinds, and finished in the best and most workman-like manner, in the manner required by and in strict conformity with the said specifications and drawings which may from time to time be furnished (which said specifications and memorandum are hereby declared to be part of this contract), and to the complete satisfaction of the Chief Engineer for the time being having control over the work.

4. The aforesaid specification and memorandum, and the several parts of this contract shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated, which is necessary for the proper performance and completion of any part of the work contemplated, the contractors will, at their own expense, execute the same as if it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to or deviation from, the works hereby contracted for.

5. The Chief Engineer, with the sanction of the Minister of Public Works, shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any work to be done, and to make any changes which he may deem expedient in the grades, the width of cuttings and fillings, the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether or not such changes diminish the work to be done, or the cost of doing the same, and the contractors shall immediately comply with all written requisitions of the Engineer in that behalf, but the contractors shall not make any change in or addition to, or omission, or deviation from the works, unless directed by the Engineer, and shall not be entitled to any payment for any change, addition, or deviation, unless such change, addition, omission, or deviation, shall have been first directed in writing by the Engineer, and notified to the contractors in writing, nor unless the price to be paid for any additional work shall have been previously fixed by the Minister of Public Works in writing, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the cost of the work, and as to the amount to be paid or deducted as the case may be in respect thereof, shall be final, and the obtaining of his certificate shall be a condition precedent to the right of the contractors to be paid therefor. If any such change or alteration constitutes in the opinion of the said Engineer, a deduction from the works, his decision as to the amount to be deducted on account thereof shall be final and binding.

6. That all the clauses of this Contract shall apply to any changes, additions, or deviations, in like manner, and to the same extent, as to the works at present projected, and no changes, additions, deviations or variations shall annul or invalidate this contract.

7. It being the intention that the cost of the work to be done under this contract be limited to the sum of four millions one hundred and thirty thousand seven hundred and seven dollars (\$4,130,707), which sum is to be taken as the maximum amount of this contract, not to be exceeded; it is hereby specially agreed that should it, at any time during the execution of the said work, appear from the cost of the work then performed, as compared with the value of the works still to be done, that such

maximum amount will be exceeded, whether by reason of additions, alterations, variations, for any other cause whatsoever, the contractors will then be required to complete only such portion of the works herein contemplated as will be indicated by the Engineer, with the view to limit the total expenditure under this contract to the maximum above stated; and so soon as the said maximum amount will be expended, this contract will then be considered as ended, and the contractors will not thereafter be entitled to continue the works under this contract, or to receive any further payment beyond the said maximum amount, unless the Minister should authorize and direct further expenditure; in which case, it is understood that the Minister will have the right (which is hereby expressly reserved) to direct that any works which may then remain to be done, shall be executed under this contract, and the contractors hereby agree to execute the same at the rates or prices hereinafter mentioned, as if these remaining works formed a part of this contract. Provided also, that in case the said works, on completion, by reason of alterations, variations, deviations, diminutions, omissions, or otherwise, should not amount to the total sum above mentioned, the contractors will not be entitled to the payment of the difference in cost, whatsoever the same may be. No compensation shall, in any case, be claimable by the contractors for any loss of anticipated profits.

8. That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material, or as to the meaning or intention of this contract and the plans, specifications and drawings shall be final, and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the contractors be entitled to payment for the same, unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the contractors to be paid therefor.

9. It is hereby distinctly understood and agreed, that the respective portions of the works set out or referred to in the list or schedule of prices to be paid for the different kinds of work, include not merely the particular kind of work or materials mentioned in said list or schedule, but also all and every kind of work, labor, tools, and plant, materials, articles and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the Engineer. And in case of dispute as to what work, labor, materials, tools, and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

10. A competent foreman is to be kept on the ground by the contractor during all the working hours, to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foreman shall be considered as the lawful representative of the contractors, and shall have full power to carry out all requisitions and instructions of the said Engineer.

11. In case any material, or other things in the opinion of the Engineer not in accordance with the said several parts of this contract, or not sufficiently sound or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the contractors to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the contractors shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such material, or other things, or such work, to be removed; and in any such case the contractors shall pay to Her Majesty all such damages and expense as shall be incurred in the removal of such material, materials, or other things, or of such work; or Her Majesty may, in her discretion, retain and deduct such damages and expenses from any amounts payable to the contractors.

12. All machinery and other plant, materials and things whatsoever, provided by the contractors for the works hereby contracted for, and not rejected under the

provisions of the last preceding clause, shall from the time of their being so provided become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things, provided always that upon the completion of the works and upon payment by the contractors of all such moneys, if any, as shall be due from them to Her Majesty, such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of shall, upon demand, be delivered up to the contractors.

13. If the Engineer shall at any time consider the number of workmen, horses or quantity of machinery or other plant, or the quantity of proper materials, respectively employed or provided by the contractors on or for the said works, to be insufficient for the advancement thereof towards completion within the limited times, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the said Engineer may, by written notice to the contractors, require them to employ or provide such additional workmen, horses, machinery or other plant, or materials, as the Engineer may think necessary, and in case the contractors shall not thereupon within three days, or such other longer period as may be fixed by any such notice, in all respects comply therewith, then the Engineer may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on account, of the contractor, but in either case at the expense of the contractors, provide and employ such additional workmen, horses, machinery and other plant, or any thereof or such additional and materials respectively, as he may think proper, and may pay such additional workmen such wages, and for such additional horses, machinery or other plant, and materials respectively, such prices as he may think proper, and all such wages and prices respectively, shall thereupon at once be repaid by the contractors, or the same may be retained and deducted out of any moneys at any time payable to the contractors; and Her Majesty may use, in the execution or advancement of the said work, not only the horses, machinery, and other plant, and materials so in any case provided by anyone in Her behalf, but also such as may have been or may be provided by or on behalf of the said contractors.

14. In case the contractors shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, and such default of delay shall continue for six days after notice in writing shall have been given by the Engineer to the contractors requiring them to put an end to such default or delay, or in case the contractors, shall become insolvent, or make an assignment for the benefit of creditors, or neglect either personally or by a skillful and competent agent to superintend the works, then in any of such cases Her Majesty may take the work out of the contractors hands and employ such means as she may see fit to complete the work, and in such cases the contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the contractors of the works; and all materials and things whatsoever, and all horses, machinery and other plant provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions said conditions contained in the twelfth clause hereof.

15. The contractors shall be at the risk of, and shall bear, all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works, or any of them, until the same be fully and finally completed and delivered up to and accepted by the said Minister of Public Works for the time being; and if any such loss or damage occur before such final completion, delivery and acceptance, the contractors shall immediately at their own expense repair, restore and re-execute the work so damaged, so that the whole works, or the respective parts thereof, may be completed within the time hereby limited.

16. The contractors shall not have or make any claim or demand, or bring any

action or suit or petition against Her Majesty for any damage which they may sustain by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the contractors shall have such further time for the completion of the works as may be fixed in that behalf by the Minister of Public Works for the time being.

17. The contractors shall not make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and in any event no such assignment or sub-contract, even though consented to, shall exonerate the contractors from liability, under this contract, for the due performance of all the work, hereby contracted for. In the event of any such assignment or sub-contract being made then the contractors shall not have or make any claim or demand upon Her Majesty for any future payments under this contract for any further or greater sum or sums than the sum or sums respectively at which the work or works so assigned or sub-contracted for shall have been undertaken to be executed by the assignee or sub-contractor; and in the event of any such assignment or sub-contract being made without such consent, Her Majesty may take the work out of the contractors hands, and employ such means as she may see fit to complete the same; and in such case the contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the contractors of the works; and all materials and things whatsoever, and all horses, machinery, and other plant provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and conditions contained in the twelfth clause hereof.

18. Time shall be deemed to be of the essence of this contract.

19. The contractors shall be responsible for all damages claimable by any person or corporation whatsoever, in respect of any injury to persons or to lands, buildings, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by any neglect or misfeasance or non-misfeasance on their part, and shall and will at their own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works.

20. If the contractors fail at any time in paying the salaries or wages of any person employed by them upon or in respect of the said works, or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the contractors to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date, and to any amount which may be payable, and may charge the same to the contractors, and the contractors covenant with Her Majesty to repay at once any and every sum so paid.

21. The contractors will protect and will not remove or destroy or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineers of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

22. Any notice or other communication mentioned in this contract to be notified or given to the contractor shall be deemed to be well and sufficiently notified or given, if the same be left at the contractors' office or mailed in any Post Office, to the contractors or foreman, addressed to the address mentioned in this contract, or to the contractors' last known place of business.

23. And Her Majesty, in consideration of the premises, hereby covenants with the contractors, that they will be paid for and in respect of the works hereby contracted for, and in the manner set out in the next clause hereof the several prices or sums following, viz.:

SCHEDULE OF QUANTITIES AND PRICES.

Description of Work.	Approximate Quantities.		1st Column.		
			To be completed by 1st July, 1883, and ready for passage of through trains by 1st July, 1882.		
			Rates.	Amount.	
				\$ cts.	\$ cts.
Clearing	Acres ...	250	per acre	25 00	6,250 00
Close cutting	do ...	30	do	35 00	1,050 00
Grubbing	do ...	150	do	75 00	11,250 00
Platform of logs across muskegs, average 16 in. deep, covered with brush.....	do ...	4	do	1,450 00	5,800 00
Fencing	L. feet ...	5,000	per l. ft.	0 08	300 00
Solid rock excavation—line cuttings	C. yards	900,000	per c. yd	1 85	1,665,000 00
Rock borrowing. (See 19th clause of Memo.) ..	do ...	426,000	do	2 00	852,000 00
Loose rock excavation	do ...	65,000	do	0 75	48,750 00
Earth excavation, ordinary. (See 17th and 18th clauses of Specification)	do ...	1,392,000	do	0 31	431,520 00
Extra earth borrowing—special rates, to cover cost of long haul as well as excavation (see 20th clause of Memo.), when haul exceeds 1 mile					
Between the 241st and 273rd miles.....	do ...	1,265,000	do	0 37	468,050 00
do 273rd and 289th do	do ...	385,000	do	0 35	134,750 00
do 293rd and 295th do	do ...	250,000	do	0 33	82,500 00
Off-take ditches, outside railway limits.....	do ...	12,000	do	0 50	6,000 00
Under-drains	L. feet ...	4,800	per l. ft.	0 40	1,920 00
Stream tunnels, through rock, 8 ft. diameter (2 c. yds. per lineal ft.)	do ...	1,250	do	18 00	22,500 00
Stream tunnels, through rock, 6 ft diameter (1 c. yd. per lineal ft.)	do ...	150	do	12 00	1,800 00
Bridge masonry	C. yards	1,800	per c. yd	11 00	19,800 00
Culvert masonry	do ...	3,400	do	9 00	30,600 00
Paving	do ...	410	do	6 00	2,460 00
Concrete	do ...	200	do	6 00	1,200 00
Grip-work in abutments and piers of bridges...	do ...	1,300	do	4 00	5,200 00
Rip-rap	do ...	7,100	do	3 00	21,300 00
Cast-iron pipes, 3 ft. diameter inside, 1 in. thick, laid in concrete	L. feet ...	660	per l. ft.	50 00	33,000 00
Bridge superstructure, timber, 100 ft. in clear...	Spans ...	2	per span	4,000 00	8,000 00
Piles driven, 12 in. by 12 in.	L. feet ...	28,000	per l. ft.	0 30	8,400 00
<i>Square Timber in Trestle-work, Culverts, Bridges, &c.</i>					
16 in. by 12 in. white pine	do ...	14,000	do	0 56	7,840 00
16 in. by 10 in. do	do ...	1,700	do	0 56	952 00
16 in. by 9 in. do	do ...	5,300	do	0 55	2,915 00
14 in. by 12 in. do	do ...	1,200	do	0 50	600 00
12 in. by 12 in. do or tamarac	do ...	142,000	do	0 40	56,800 00
12 in. by 9 in. do do	do ...	8,000	do	0 35	2,800 00
12 in. by 6 in. do do	do ...	6,000	do	0 30	1,800 00
12 in. by 4 in. do do	do ...	1,300	do	0 20	260 00
9 in. by 8 in. do do	do ...	52,000	do	0 18	9,360 00
9 in. by 6 in. do do	do ...	54,000	do	0 16	8,640 00
9 in. by 4 in. do do	do ...	15,500	do	0 15	2,325 00
8 in. by 6 in. do do	do ...	360	do	0 15	45 00
6 in. by 4 in. do do	do ...	2,000	do	0 12	240 00
8 in. flattened timber do do	do ...	2,000	do	0 15	300 00
Pine or tamarac plank	Ft. B. M.	56,000	per M.	40 00	2,240 00
Hardwood plank	do ...	2,000	do	40 00	80 00
Wrought iron, including bolts, spikes, straps, &c	Lbs	103,000	per lb.	0 10	10,300 00
Cast iron	do	40,000	do	0 09	3,600 00
Ties	No.	168,000	per tie...	0 27	45,360 00
Carriage of rails and fastenings—average haul 190 miles.....	Tons.....	6,800	per ton.	2 25	15,300 00
Tracklaying	Miles.....	70	per mile	250 00	17,500 00
Ballasting.....	C. yards	245,000	per c. yd	0 29	71,050 00
Points and Crossings.....	Sets.....	20	per set ..	50 00	1,000 00
Total					\$4,130,707 00

24. Cash payments equal to about ninety per cent. of the value of the work done, approximately made up from returns of progress measurements and computed at the prices agreed upon or determined under the provisions of this contract, will be made to the Contractors monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted, has been duly executed to his satisfaction, and stating the value of such work computed as above mentioned—and upon approval of such certificate by the Minister of Public Works, for the time being for the Dominion of Canada, and the said certificate and such approval thereof shall be a condition precedent to the right of the contractors to be paid the said ninety per cent. [or any part thereof. The remaining ten per cent. shall be retained until the final completion of the whole work to the satisfaction of the Chief Engineer for the time being, having control over the work, and within two months after such completion the remaining ten per cent. will be paid. And it is hereby declared that the written certificate of the said Engineer, certifying to the final completion of said works to his satisfaction, shall be a condition precedent to the right of the contractors to receive or be paid the said remaining ten per cent., or any part thereof.

25. It is intended that every allowance to which the contractors are fairly entitled, will be embraced in the Engineer's monthly certificates; but should the contractors at any time have claims of any description which they consider are not included in the progress certificates, it will be necessary for them to make and repeat such claims in writing to the Engineer, within fourteen days after the date of each and every certificate in which they allege such claims to have been omitted.

26. The contractors in presenting claims of the kind referred to in the last clause, must accompany them with satisfactory evidence of their accuracy, and the reason why they think they should be allowed. Unless such claims are thus made during the progress of the work, within fourteen days, as in the preceding clause, and repeated, in writing, every month, until finally adjusted or rejected, it must be clearly understood that they shall be forever shut out, and the contractor shall have no claim on Her Majesty in respect thereof.

27. The progress measurements and progress certificates shall not in any respect be taken as an acceptance of the work or release of the contractors from responsibility in respect thereof, but they shall at the conclusion of the work deliver over the same in good order, according to the true intent and meaning of this contract.

28. Her Majesty shall have the right to suspend operations from time to time at any particular point or points or upon the whole of the works, and in the event of such right being exercised so as to cause any delay to the contractors, then an extension of time equal to such delay or detention, to be fixed by the Minister of Public Works as above provided for, shall be allowed them to complete the contract, but no such delay shall vitiate or avoid this contract, or any part thereof, or the obligation hereby imposed, or any concurrent or other bond or security for the performance of this contract, nor shall the contractors be entitled to any claim for damages by reason of any such suspension of operations. And at any time after operations have been suspended either in whole or part, such operations may be again resumed and again suspended and resumed as Her Majesty may think proper. And upon the contractors receiving written notice on behalf of Her Majesty that the suspended operations are to be resumed, the contractors shall at once resume the operations and diligently carry on the same.

29. Should the amount now voted by Parliament and applicable towards payment for the work hereby contracted for, be at any time expended previous to the completion of the works, the Minister of Public Works for the time being, may give the contractors written notice to that effect. And upon receiving such notice the contractors may, if they think fit, stop the work—but in any case shall not be entitled to any payment for work done, beyond the amount voted and applicable as aforesaid—unless and until the necessary funds shall have been voted by Parliament in that behalf. And in no event shall the contractors have or make any claim upon Her

Majesty for any damages or compensation by reason of the said suspension of payment, or by reason of any delay or loss caused by the stoppage of work.

30. The contractors shall not permit, allow, or encourage the sale of an spirituous liquors on or near the works.

31. No work whatever shall at any time or place be carried on during Sunday, and the contractors shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

32. It is hereby agreed, that all matters of difference arising between the parties hereto, upon any matter connected with or arising out of this contract, the decision whereof is not hereby especially given to the Engineer, shall be referred to the award and arbitration of the Chief Engineer for the time being, having control over the works, and the award of such Engineer shall be final and conclusive; and it is hereby declared that such award shall be a condition precedent to the right of the contractors to receive or be paid any sum or sums on account, or by reason of such matters in difference.

33. It is distinctly declared that no implied contract of any kind whatsoever, by or on behalf of Her Majesty, shall arise or be implied from anything in this contract contained, or from any position or situation of the parties at any time, it being clearly understood and agreed that the express contracts, covenants and agreements herein contained and made by Her Majesty, are and shall be the only contracts, covenants and agreements upon which any rights against Her are to be founded.

34. This contract is hereby, pursuant to the provisions of the 8th section of the Statute, 41st Victoria (1878), chapter 5, made subject to the express condition that no Member of the House of Commons of Canada shall be admitted to any share or part of such contract, or to any benefit to arise therefrom.

35. In the event of it becoming advisable in the interests of the public to suspend the work hereby contracted for, or any portion thereof, at any time before its completion, and to put an end to this contract, the Minister of Public Works of Canada for the time being shall have full power to stop the work and to cancel this contract, on giving due notice to that effect to the contractors. The contractors, however, will be entitled to receive payment for all sums then due for work already done, materials used or delivered, or ready to be used, or in course of preparation, together with such reasonable compensation as will cover all *bona fide* damages, if any, resulting therefrom, and as may then be agreed upon; or, in case of disagreement, as may be determined by the Official Arbitrators of the Dominion of Canada; it being understood, however, that no compensation will be allowed to or claimed by the contractors for materials procured for the works, after the date of the service of the notice above referred to, or for any loss of anticipated profits, either in respect of the works so suspended as aforesaid, or of the materials then procured for said works.

IN WITNESS whereof, the contractors have hereto set their hands and seals, and these presents have been signed and sealed by the said Minister, and countersigned by the Secretary of the Department of Public Works of Canada, on behalf of Her Majesty.

Signed, sealed and delivered by the contractors in presence of
H. A. FISSAULT.

Signed, sealed and delivered by the Minister, and countersigned by the Secretary of Public Works in the presence of
H. A. FISSAULT.

JAMES N. FRASER. (L.S.)
GEORGE D. GRANT. (L.S.)
JAMES M. PITBLADO. (L.S.)
ALEXANDER MANNING. (L.S.)
JOHN GHENT. (L.S.)
JOHN J. McDONALD. (L.S.)

CHARLES TUPPER. (L.S.)
F. BRAUN,
Secretary.

SURETIES' INDENTURE.

This Indenture, made the twentieth day of March, one thousand eight hundred and seventy-nine, between Amos Rowe, of the city of Ottawa, in the County of Carlton and Province of Ontario, Auctioneer, and James Murphy, of the same place, Contractor, hereinafter called "The Sureties," of the first part, and Her Majesty Queen Victoria, of the second part,

Witnesseth, that the sureties hereby for themselves, and each of them, their and each of their heirs, executors and administrators, jointly and severally, covenant with Her Majesty and Her successors, that the contractors named in the hereunto annexed indenture, their executors and administrators, shall and will from time to time, and at all times, well and truly perform, keep and abide by all and singular the covenants, agreements and conditions in said indenture contained, and on their part to be performed, kept and abided by. And the sureties further covenant and agree with Her Majesty and her successors, that all the rights privileges and powers which may, by virtue of the said Indenture be exercised by or on behalf of Her Majesty, or by the Engineer or Engineers, or other persons mentioned in said indenture, may be so exercised without notice to the said sureties, and without in any way releasing or interfering with the liability of the sureties under their covenants herein contained.

In witness whereof, the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered }
in presence of
H. A. FISSIAULT. }

AMOS ROWE. (L.S.)

JAMES MURPHY. (L.S.)

FORM OF TENDER A.—CANADIAN PACIFIC RAILWAY.

ENGLISH TO EAGLE RIVER, 118 MILES.

(Tenders received up to noon of Thursday, the 30th day of Jan., 1879.)

No TENDER for this Section will be received unless on this Form, and with the Schedule of Quantities correctly priced and accurately moneyed out; nor unless the clause requiring an accepted Bank Cheque for \$5,000 is complied with. Parties tendering may fill up either the 1st or 2nd or both columns in the Schedule.

Number.	Names of Parties Tendering.	Names of Sureties.	Aggregate Amounts.	
			1st Column.	2nd Column.
			\$ cts.	\$ cts.
1	Hunter, Murray & Booth	J. W. Coy and T. B. Hart	2,490,980 00	
3	Wm. Hendrie	John Proctor and John Harvey...	3,019,766 00	3,160,766 00
4	Ferguson, Symmes, Mitchell & Co	Wm. Robinson and A. Jeffrey.....	3,190,294 00	3,366,488 50
5	H. C. O'Reilly	Pat. Kennedy and Thos. Buchanan	2,825,217 00	2,825,217 00
6	F. B. McNamee & Co.	Jos. Cloran and Thos. Patton	2,612,565 00	2,976,565 00
10	Wardrop & Ross	Aug. Myers and Jno. W. Wardrop	2,324,499 00	2,440,724 00
11	Andrews, Jones & Co.	Albert Chatfield and Jno. Heney.	2,248,585 00	
12	Denis O'Brien.....	Rich. Warminton and Louis Paré	2,305,754 00	2,421,041 00
13	Marks & Conmee	A. M. Smith and W. W. Keighley	2,203,896 00	2,300,196 00
14	James Goodwin & Co.	Ed. Griffin and A. Mortimer.....	2,397,335 00	2,573,297 00
17	Charlebois & Shanly	L. Z. Mallette and Alex. Bowie...	2,207,534 00	2,423,036 00
18	J. R. Macdonell.	Jos. Kavanagh and R. W. Cruice.	2,353,602 00	2,505,744 00
19	Manning, McDonell & Co.....	Jos. Kavanagh and C.H. Macintosh	2,504,523 00	2,726,172 00
20	James S. Grant & Co.....	E.N. Lafrance & P.E. McCenville	2,508,420 00	2,633,842 00
21	Purcell, Ginty & Ryan	Jno. Turner and Robt. Beatty	2,528,843 00	2,604,643 00
22	Walsh & McCarron.....	W.H. Stevenson & Jno. D. Cameron	2,661,591 00	3,202,459 00
23	Stevens, Turner, Burns & Co	W. Spencer & Sons and Thos. D. Hodgins	2,805,794 00	Add 10 pr. ct.
24	Hurlburt, Orennell & Campbell...	Jas W. Johnston and Thos. Orr...	2,945,787 00	Add 6 pr. ct.
25	Pitblado, Fraser & Grant.....	C.B. Archibald and Jno. M. Blackie	2,699,005 00	2,860,199 00
26	Robert H. McGreevy	Jno. Heney and Jno. S. Corcoran	2,412,520 00	Add 15 pr. ct. 2,774,398 00

FORM OF TENDER B.—CANADIAN PACIFIC RAILWAY.

(EAGLE RIVER TO KEEWATIN, 67 MILES.)

Tenders received up to Noon of Thursday the 30th day of January, 1879.

No TENDER for this Section will be received unless on this Form, and with the Schedule of Quantities correctly priced and accurately moneyed out; nor unless the clause requiring an accepted Bank Cheque for \$5,000 is complied with. Parties tendering may fill up either the 1st or 2nd, or both columns in the Schedule.

No.	Names of Parties Tendering.	Names of Sureties.	Aggregate Amounts.	
			1st Column.	2nd Column.
			\$	cts.
2	Hunter, Murray & Booth.....	J. W. Coy and T. B. Hart.....	4,987,870	00
4	Ferguson, Symmes, Mitchell & Co.....	A. Jeffrey and W. Robinson.....	4,682,639	00
6	F. B. McNamee & Co.....	Joseph Cloran and Thos. Patton..	4,404,196	00
8	Joseph Whitehead	Patrick Kelly and E. McGillivray	4,587,064	00
9	Loss & McRae	Jno. McDougall and R. Forsuitt...	4,774,544	00
10	Wardrop & Ross.....	Augustus Myers and John W. Wardrop	4,343,747	00
11	Andrews, Jones & Co.....	Albert Chatfield and John Heney		3,915,942
12	Denis O'Brien	Richard Warmington and Louis Paré.....	4,774,740	00
14	James Goodwin & Co.....	Edward Griffin and A. Mortimer..	4,313,135	00
15	Morse, Nicholson & Marpole.....	P. G. Close and A. J. Thompson.	3,364,274	00
19	Manning, McDonell & Co.	J. Kavanagh and C. H. Macintosh	4,158,933	00
24	Hurlbut, Crennell & Campbell..	James W. Johnson and Thos. Orr		5,250,852
25	Fraser, Grant & Pitblado.....	Wm. Fraser & Co. and John W. Blackie.....	4,130,707	00
26	Robt. H. McGreevy.....	Jno. Heney and Jno. S. Corcoran	4,833,005	00

*Add 20 per cent.

FORM OF TENDER C.—CANADIAN PACIFIC RAILWAY.

(ENGLISH RIVER TO KEEWATIN, 185 MILES.)

Tenders received up to Noon of Thursday the 30th day of January, 1879.

No TENDER for this Section will be received unless on this Form, and with the Schedule of Quantities correctly priced and accurately moneyed out; nor unless the clause requiring an accepted Bank Cheque for \$10,000 is complied with. Parties tendering may fill up either the 1st or 2nd, or both columns in the Schedule.

No.	Names of Parties Tendering.	Names of Sureties.	Aggregate Amounts.	
			1st Column.	2nd Column.
			\$	cts.
4	Ferguson, Symmes, Mitchell & Co.	A. Jeffrey and Wm. Robinson.....	7,872,933	00
6	F. B. McNamee & Co.....	Joseph Cloran and Thos. Patton..	7,021,301	00
8	Joseph Whitehead.....	Patrick Kelly and E. McGillivray	7,516,811	00
9	Loss & McRae	John McDougall and R. Forsuitt.	8,051,873	00
10	Wardrop & Ross.....	Augustus Myers and John W. Wardrop..	*6,668,246	00
11	Andrews, Jones & Co.....	Albert Chatfield and John Heney	.....	.....
12	Denis O'Brien.....	Richard Warmington and Louis Paré	6,678,859	00
14	James Goodwin & Co.	Edward Griffin and A. Mortimer.	6,731,000	00
15	Morse, Nicholson & Marpole.....	P. G. Close and H. F. Thompson	5,699,645	00
19	Manning, McDonell & Co.....	Joseph Kavanagh and C. H. Macintosh.....	6,793,467	00
21	Purcell, Ginty & Ryan.....	John Turner and Robt. Beatty....	6,731,614	00
23	Stevens, Turner, Burns & Co.....	W. Spencer & Sons and T. D. Hodgins & Bros.....	9,547,181	00
24	Hurlbut, Crennell & Campbell....	Jas. W. Johnston and Thos. Orr.....	.....	.....

*No detailed prices given, bulk sums only.

RETURN

(43*a*)

To an ORDER of the HOUSE OF COMMONS, dated 27th February, 1879;—For copies of any reports of Engineers and others respecting the line of the Canadian Pacific Railway from Esquimalt to Nanaimo, a location survey of which was made in 1875, with plans and profiles and estimates of cost of said line.

By Command.

J. C. AIKINS,

Secretary of State

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 21st March, 1879.

[*In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.*]

RETURN

(43i)

To an ADDRESS of the SENATE, dated 4th March, 1879;—For copies of all correspondence relating to the removal of the railway office from Victoria to New Westminster, B.C. ; also the cost of repairing and fitting up the old Government House at New Westminster as a railway office ; together with all correspondence relative to the Purveyor of the Pacific Railway being allowed to occupy the said building as a private residence.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 9th April, 1879.

RETURN

(43j)

To an ORDER of the HOUSE OF COMMONS, dated 10th March, 1879;—For a detailed statement of all moneys, and for what paid, on the following public works, up to the 1st March, 1879 : Those portions of the Pacific Railway called the Pembina Branch Extension—the part from Fort William to Sunshine Creek ; the part from Sunshine Creek to English River ; the part from Rat Portage to Cross Lake ; and the expenditure at Thunder Bay and on the Fort Frances Canal.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
OTTAWA, 9th April, 1879.

[In accordance with the recommendation of the Joint Committee on Printing the above Returns are not printed.]

RETURN

(43 K)

To an ADDRESS of the HOUSE OF COMMONS, dated 20th February, 1879; for copy of any Order in Council passed in June, 1876, locating the line of the Canada Pacific Railway between Thunder Bay and a point at or near Fort George, in British Columbia, with all correspondence between the Dominion and Columbia Government respecting the same; also for a copy of an Order in Council of August or September, 1878, respecting the location of the line of the Canada Pacific Railway between Yellow Head Pass and Burrard Inlet, with all correspondence between the Dominion and Provincial Governments respecting the same; and also, a copy of any special report, if any, of any engineer recommending the location of the respective lines, and on what the Orders in Council were directly based.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 8th April, 1879.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council on the 1st June, 1877.

On a memorandum dated 21st May, 1877, from the Honorable the Minister of Public Works, recommending that the line of the Canadian Pacific Railway, as laid down on a map prepared by Mr. Sandford Fleming, Chief Engineer of the said railway, a copy of which accompanies said memorandum, shall be determined as required by Section 1 of the Canadian Pacific Railway Act of 1874, and which line may be briefly described as follows:—

Commencing at Fort William, on the Kaministiquia River, following a north-westerly direction to the north of Lac-des-Milles-Lac, and crossing the Winnipeg

River at Keewatin; thence to a point on the Red River named Selkirk, as shown on the map; thence in a direct line to a point near Swan River named Northcote; thence south-westerly to Livingstone; thence in a nearly due west direction to the crossing of the south branch of the Saskatchewan; thence in a north-westerly direction to the neighbourhood of Fort Edmonton; thence by the McLeod and Arthabaska Rivers to Jasper House and Henry House, and thence to Tête Jaune Cache.

That in the event of Bute Inlet being selected as the western terminus of the said Railway, the line will follow the valley of the Frazer River from Tête Jaune Cache to the neighbourhood of Fort George; thence from the crossing of the Stewart River, at the junction of the Chilacoh River to a point near its source, thence in a direct line to the Nazco River, and ascending the valley of the Nazco River to the Chisicut River, towards Tatla Lake and Tatlayacoh Lake, and the east branch of the Homathco River, and descend the valley of the Homathco to the waters of the Pacific at Bute Inlet.

That in the event of the Dean Channel route being adopted, the above line will be followed from Tête Jaune Cache to near where it strikes the Nazco River; whence it will follow generally the line of the Blackwater River to Thrascha Lake; thence descend the valley of the Salmon River to the waters of the Pacific at Dean Channel.

The Minister further recommends that the sections referred to in the second clause of the Canadian Pacific Railway Act of 1874 shall be defined as follows:—The first section to begin at a point near the south of Lake Nipissing, and to extend to the neighborhood of Fort William, at the upper or western end of Lake Superior; the second section to commence in the neighborhood of Fort William and to extend to the crossing of the Red River at Selkirk, in the Province of Manitoba, a distance of about 412 miles; the third section to extend from the said crossing of the Red River, at the western end of the second section, to the boundary line of British Columbia, west of Jasper House; the fourth section to extend from the last-named point to the Pacific Ocean—the point to be named in a subsequent Order in Council after the completion of the surveys now in progress.

The Committee concur in the foregoing recommendations, and submit the same for Your Excellency's approval.

Certified.

(Signed)

W. A. HIMSWORTH,

Clerk, Privy Council.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 15th April, 1878.

SIR,—In view of an early decision as to the route to be taken by the railway through British Columbia, the Minister has sent for the Engineer-in-Chief by a cable-gram of the 11th ultimo. As he is expected to arrive on or about the 23rd instant, you are directed to prepare a report giving your views as to the respective merits of routes Nos. 2 and 6, leading respectively to Burrard and Bute Inlets, in order that all the information obtainable may be laid before him on his arrival. Your report will, of course, be addressed to him.

I am, Sir,

Your obedient servant,

(Signed)

F. BRAUN,

Secretary.

H. J. CAMBIE, Esq.,
Engineer, C.P.R.

*Canadian Pacific Railway.*Memo of distances from Fort William westward, *via* Yellow Head Pass.

From Fort William

	Intermediate Distances. Miles.	Distances West of Fort William. Miles.
To English River.....	112	112
“ Keewatin (Rat Portage).....	185	297
“ Selkirk	113	410
“ Cartier (Mar. L. Manitoba)	108	518
“ North Cote (Duck Mountains)	111	629
“ Livingstone.....	52	681
“ Saskatchewan (Crossing S. Saskatchewan)...	196	877
“ Canlavernock.....	35	912
“ Battleford.....	55	967
“ Grizzly Bear Coulie.....	111	1,078
“ Edr.onton.....	119	1,197
“ Siksika (Crossing N. Saskatchewan).....	23	1,220
“ Langlade (Crossing Pembina River).....	55	1,275
“ McLeod (Cross McLeod River).....	65	1,340
“ Yellow Head Pass (Summit).....	113	1,453
“ Grand Forks Junction, Burrard & Bute Inlet Lines.....	39	1,492
“ Fort George Junction, Bute & Pine Pass Lines.....	204	1,696
“ Chilacoh Mouth Junction, Bute & Dean Lines	37	1,733
“ Waddington Harbor.....	266	1,999
“ Frederick Arm.....	51	2,050
“ Otter Cove (Ferry).....	15	2,065
“ Quatsino (Island Railway).....	107	2,172
“ Albuni (Island Railway) from Otter Cove.	93	2,158
“ Esquimalt (Island Ferry).....	183	2,248
“ Dean Inlet (Kamsquot).....		1,941
“ Burrard Inlet (Fort Moody) Open Sea.	2031	1,946

From Lake Superior to Burrard Inlet.

1. By Located Line by Yellow Head Pass.....	1,946
2. Northern Line <i>via</i> . Arthabaska River and Yellow Head Pass.....	1,972

From Lake Superior to Bute Inlet.

3. By Located Line <i>via</i> . Yellow Head Pass.....	1,993
4. Northern Line <i>via</i> . Pine River Pass and Fort George.....	2,016

Details.

1. From Lake Superior to Northcote.....	629	
“ Northcote to Yellow Head Pass.....	824	
“ Yellow Head Pass to Fort Moody.....	493	1,946
2. From Lake Superior to Northcote.....	629	
“ Northcote to Lac La Biche.....	540	
“ Lac La Biche to Yellow Head Pass....	310	
“ Yellow Head to Fort Moody.....	493	1,972

	Intermediate Distances. Miles.	Distances West of Fort William. Miles.
3. From Lake Superior to Northcote.....	629	
“ Northcote to Fort George <i>vid</i> Yellow Head.....	1,067	
“ Fort George to Waddington Harbor....	303	1,999
4. From Lake Superior to Northcote.....	629	
“ Northcote to Fort George <i>vid</i> Pine River.....	1,114	
“ Fort George to Waddington Harbor....	303	2,046

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 23rd May, 1878.

The Committee in Council have the honor to recommend that the Order in Council of the 7th June, 1873, fixing Esquimalt, in Vancouver's Island, as the terminus of the Canadian Pacific Railway, and requiring the conveyance to the Canadian Government of a strip of land 20 miles in width along the eastern coast of Vancouver's Island, between Seymour's Narrows and the Harbor of Esquimalt, be rescinded.

(Certified.)

(Signed) W. A. HIMSWORTH,
C. P. C.

To the Honorable
The Minister of Public Works.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 29th May, 1878.

SIR,—I am directed by the Honorable the Minister of Public Works to inform you that an Order in Council has passed on the 23rd instant, cancelling that of the 7th June, 1873, which designated Esquimalt, in Vancouver's Island, as the terminus of the Canadian Pacific Railway, and required the conveyance to the Canadian Government of a strip of land 20 miles in width along the eastern coast of that Island, between Seymour Narrows and the Harbor of Esquimalt.

I am further directed to state that as Burrard Inlet will, in all probability, be adopted as the western terminus of the Canadian Pacific Railway, it is deemed advisable that a strip of land should be reserved for the conveyance to the Dominion Government, in accordance with the 11th paragraph of the terms of the Union, along said line of railway, beginning at English Bay or Burrard Inlet, and following the River Fraser to Lytton, thence by the Valley of the River Thompson to Kamloops, thence up the Valley of the North Thompson passing near to Lakes Albreda and Cranberry to Tête Jaune Cache, thence up the Valley of the Fraser River to the summit of Yellow Head or boundary between British Columbia and the North-West Territories.

The Honorable the Minister of Public Works desires me to request you to convey the foregoing information to the Government of British Columbia in order that they may take the necessary steps to reserve the land in question.

I have the honor to be, Sir,

Your obedient servant
(Signed) F. BRAUN,
Secretary.

E. J. LANGEVIN, Esq.,
Under Secretary of State,
Ottawa.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General, on the 13th July, 1878.

On a memorandum dated 11th July, 1878, from the Honorable the Minister of Public Works, reporting that on the 1st June, 1877, an Order in Council was passed in accordance with the provisions of the Canadian Pacific Railway Act of 1874, defining the route of the railway between Fort William on the Kaministiquia River, and Jasper House and Tête Jaune Cache.

That the same Order in Council also defined the route from the last named point to the Pacific Ocean, in the event of the Bute Inlet or Dean Inlet routes being ultimately adopted; these being the routes through British Columbia, one of which at that time it seemed probable would be adopted.

That later information has shown that it would be in the public interest that the route of the railway from the neighbourhood of the Tête Jaune Cache should be towards Burrard Inlet.

The Minister therefore recommends that the route of the railway shall be defined generally as passing from the neighborhood of the Tête Jaune Cache, by the Albroda River to the North Thompson River, and descending the valley of the said North Thompson River, towards Kamloops Lake to the Fraser Valley at Lytton, and thence descending the valley of the Fraser by Yale and New Westminster to Port Moody, or such other point on or near Burrard Inlet as may be found most convenient for the purpose of harbor accommodation.

The Committee submit the above recommendations for your Excellency's approval.

(Certified.)

(Signed) W. A. HIMSWORTH,
C. P. C.

DEPARTMENT PUBLIC WORKS,
OTTAWA, August 21st, 1878.

SIR,—I have the honor to enclose copy of a letter of the 1st ultimo, from Mr. G. M. Sproat, Indian Reserve Commissioner, British Columbia, on the subject of a reservation made by the Provincial Government of certain lands immediately above and below Yale, on the Fraser River, which reservation Mr. Sproat supposes was made at the request of the Dominion Government, for some purpose connected with the deposit of steel rails in the neighborhood of Yale.

Mr. Sproat being anxious to know whether he may proceed with the allotment of Indian Reserves at Yale, without any reference to the above supposed railway reservation, I beg that you will advise me whether the lands referred to are to be permanently reserved for railway purposes; and, if not, whether there is any objection to the same, or any part thereof, being included in the Indian Reserves to be laid off at that place.

I have the honor to be, Sir,

Your obedient servant,

(Signed) L. VANKOUGHNET,
Deputy Superintendent-General Indian Affairs.

F. BRAUN, Esq.,
Secretary of Public Works Dept.,
Ottawa.

INDIAN RESERVE COMMISSIONER—BRITISH COLUMBIA.

(In Camp beyond Lytton),
1st July, 1878.

SIR,—Having noticed in the newspapers that certain lands immediately above and below Yale on the River Fraser have been reserved lately by the Provincial Government, as I suppose, at the request of the Dominion Government for some purpose connected with the deposit of steel rails in the neighborhood of Yale, I think it well to ask whether I may proceed with the allotment of Indian Reserves at that place without any reference to the above (presumed) railway reservation, or whether, upon consultation with the Public Works Department, you have any instructions to give to me upon the subject.

The Indians have important fisheries beginning about one mile above the toll-house at Yale, which is near the northern boundary of the town; and though without examination I cannot say what it will be advisable to give them, I know they expect a considerable portion of the land on the right bank of the river beginning about $1\frac{1}{2}$ miles below Yale and extending towards Emory's Bar.

The Indians generally along the Fraser River ask many questions about railway matters, and express a hope that if any of their land should be taken at any time for railway purposes they will be paid for their lands, and in this respect treated like white men.

I enclose for your information copy of my letter of 18th May to the Chief Commissioner of Lands about reserving lands at Yale and on the River Fraser, pending my examination of Indian Land question in that district.

I am, &c.,

(Signed) G. M. SPROAT,

Indian Reserve Commissioner.

The Honorable,
The Superintendent-General of Indian Affairs,
Ottawa.

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, August 31st, 1878.

(Memorandum.)

The undersigned reports that by the eleventh clause of the agreement, under the terms of which the Province of British Columbia entered the Dominion of Canada, the Government of British Columbia engaged to convey to the Dominion Government, in trust, to be appropriated in such manner as the Dominion Government might deem advisable, in furtherance of the construction of the Canadian Pacific Railway, an extent of public lands along the line of railway throughout its entire length in British Columbia (not, however, exceeding twenty (20) miles on each side of the said line), equal to the area which might be appropriated for the same purpose by the Dominion Government from the public lands of the North-West Territories and Province of Manitoba; the conditions of the agreement further providing that the quantity of land held under presumption, right, or by Crown grant within the limits of the tract of land in British Columbia to be so conveyed to the Dominion Government, should be made good to the Dominion from contiguous public lands.

The undersigned further reports that by several Orders in Council in that behalf the necessary public lands of the North-West Territories and Province of Manitoba along the line of the said railway have been withdrawn from sale and settlement, pending the appropriation thereof for the purposes of the said railway; and the route of the line of railway through Manitoba, the North-West Territories and British Columbia having been now defined by Orders in Council, it is advisable that

the necessary appropriation should be made, and that the Government of British Columbia should be called upon to convey to the Dominion Government such extent of public lands in British Columbia as has been above specified.

The undersigned therefore recommends that all public lands in the Province of Manitoba and in the North-West Territories within twenty miles on each side of the said line of railway be set apart for the purposes of the Canadian Pacific Railway, and be appropriated in such manner as the Government may deem advisable in furtherance of the construction of the said railway.

The undersigned further recommends that the Secretary of State be authorized on behalf of this Government to inform the Government of British Columbia as to the route of the line of railway, notifying them that all public lands in the Province of Manitoba and in the North-West Territories within twenty miles on each side of the line have been set apart as above mentioned, and to request that Government, in accordance with their agreement in that behalf, to convey to the Dominion Government in trust, to be appropriated in such manner as the Dominion Government may deem advisable in furtherance of the construction of the said railway, a similar extent of public lands along the line of railway throughout its entire length in British Columbia, and to make good to the Dominion from contiguous public lands the quantity of land (if any) which may be held under pre-emption right or by Crown grant within the limits of the tract of land in British Columbia to be so conveyed to the Dominion Government.

Respectfully submitted,
(Signed) A. MACKENZIE,
Minister of Public Works

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 3rd September, 1878.

On a Report dated 31st August, 1878, from the Honorable the Minister of Public Works, stating that by the 11th clause of the agreement, under the terms of which the Province of British Columbia entered the Dominion of Canada, the Government of British Columbia engaged to convey to the Dominion Government, in trust, to be appropriated in such manner as the Dominion Government might deem advisable in furtherance of the construction of the Canadian Pacific Railway, an extent of public lands along the line of railway throughout its entire length in British Columbia (not, however, exceeding twenty (20) miles on each side of the said line), equal to the area which might be appropriated for the same purpose by the Dominion Government from the public lands of the North-West Territories and the Province of Manitoba; the conditions of the agreement further providing that the quantity of land held under pre-emption right or by Crown grant, within the limits of the tract of land in British Columbia to be so conveyed to the Dominion Government, should be made good to the Dominion from contiguous public lands.

That by several Orders in Council in that behalf, the necessary public lands of the North-West Territories and Province of Manitoba along the line of the said railway have been withdrawn from sale and settlement, pending the appropriation thereof for the purposes of the said railway; and the route of the line of railway through Manitoba, the North-West Territories and British Columbia having been now defined by Orders in Council, it is advisable that the necessary appropriation should be made, and that the Government of British Columbia should be called upon to convey to the Dominion Government such extent of public lands in British Columbia as has been above specified.

The Minister therefore recommends that all public lands in the Province of Manitoba and in the North-West Territories, within twenty (20) miles on each side

of the said line of railway, be set apart for the purposes of the Canadian Pacific Railway, and be appropriated in such manner as the Dominion Government may deem advisable in furtherance of the construction of the said railway.

The Minister further recommends that the Secretary of State be authorized, on behalf of this Government, to inform the Government of British Columbia as to the route of the line of railway, notifying them that all public lands in the Province of Manitoba and in the North-West Territories within 20 miles on each side of the line have been set apart as above mentioned, and to request that Government, in accordance with their agreement in that behalf, to convey to the Dominion Government, in trust to be appropriated in such manner as the Dominion Government may deem advisable, in furtherance of the construction of the said railway, a similar extent of public lands along the line of railway throughout its entire length in British Columbia, and to make good to the Dominion from contiguous public lands the quantity of land (if any) which may be held under pre-emption right or by Crown grant within the limits of the tract of land in British Columbia to be so conveyed to the Dominion Government.

The Committee submit the foregoing recommendation for your Excellency's approval.

Certified.

(Signed)

W. A. HIMSWORTH,

C. P. C.

DEPARTMENT OF PUBLIC WORKS,

OTTAWA, Sept. 20th, 1878.

SIR,—I have the honor to transmit two copies of the plan showing the line of the Canadian Pacific Railway through British Columbia as now defined, together with a copy of the Orders in Council of the 3rd instant setting apart a certain area of land on either side of the line throughout the Province for the purposes of the railway; and I am directed to request you to obtain from the Government of British Columbia a conveyance to the Dominion Government, in trust, of the extent of public lands mentioned in the said Order in Council.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

F. BRAUN,

Secretary.

The Honorable R. W. SCOTT,
Secretary of State.

Canadian Pacific Railway Survey—Western Division.

VICTORIA, B. C., October, 1878.

SIR,—I beg to acknowledge the receipt of yours of September 2nd, asking me to report on a communication from the Indian Reserve Commissioners in British Columbia, regarding the allotment of certain Indian lands near Yale.

And I have the honor to submit the following suggestions:—

The fisheries referred to as commencing about one mile above the toll-house at Yale are on points of rock projecting into the river which will not be touched by the railway, and there will be sufficient space to dry fish between the river and the line which, in that locality, need only be fenced on one side.

They can, therefore, without inconvenience to the Government, be at once reserved for the Indians with a strip of land of such width as the Commissioner may consider desirable—provided they are made to understand that they will not be remunerated for unimproved lands taken for railway purposes.

A portion of the land on the right bank of the Fraser River, beginning one and a half miles below Yale, may be required for a station-yard, and it may save trouble if the matter of granting a reserve in that neighborhood can be left in abeyance for the present, or until the site for a yard shall have been selected.

I have the honor to be, Sir,

Your obedient servant,

(Signed) H. J. CAMBIE.

F. BRAUN, Esq.,
Secretary Public Works Department,
Ottawa.

DEPARTMENT OF SECRETARY OF STATE,
OTTAWA, 26th November, 1878.

SIR,—With reference to the letters from your Department of the 29th May and the 20th September last, I am directed to transmit to you herewith for your information a copy of a despatch from His Honor the Lieutenant-Governor of British Columbia, and of the Minute of his Executive Council therein referred to, on the subject of the reservation and conveyance, for the purposes of the Canadian Pacific Railway, of land on the main land of that Province.

I may mention that the letters of the 31st May and the 23rd September referred to by His Honor, were addressed to him from this Department, enclosing for the information of his Government copies of the communications from your Department of the dates above cited, and that the letter of the 7th September was also from this Department, enclosing a copy of the Order of His Excellency the Governor-General in Council of the 3rd of that month, on the subject of the route of the Canadian Pacific Railway.

I have the honor to be, Sir,

Your obedient servant,

(Signed) EDOUARD J. LANGEVIN,
Under Secretary of State.

The Honorable
The Minister of Public Works.

GOVERNMENT HOUSE,
VICTORIA, B. C., Nov. 9th, 1878.

SIR,—I have the honor to enclose to you herewith a copy of a minute of my Executive Council, dated 5th inst., calling the attention of the Dominion Government to despatches of the 31st May, 9th and 23rd of September, 1878, respectively, having reference to the reservation and conveyance for the purposes of the Canadian Pacific Railway, of land on the main land of British Columbia, and requesting that the present Dominion Government will be good enough to communicate their views on said despatches to the present Government of this Province as soon as possible.

I have, &c.,

(Signed) A. N. RICHARDS,
Lieutenant-Governor of British Columbia.

Honorable the Secretary of State,
Ottawa.

Copy of a Report of the Committee of the Honorable the Executive Council, approved by His Excellency the Lieutenant-Governor on the fifth day of November, 1878.

The Committee of Council consider it advisable to respectfully invite the attention of the Dominion Government to their predecessors' despatches of the 31st May, 9th of September and 23rd of September respectively, referring to the reservation and conveyance, for the purposes of the Canadian Pacific Railway, of land on the main land of British Columbia, and to request the present Dominion Government to be good enough to communicate their views on said despatches to this Government as soon as possible.

The Committee would observe that the land mentioned has been fully reserved for railway purposes, and that every facility should and will be given to the Dominion Government to enable them to commence railway construction in the Province at the earliest practicable moment.

The Committee advise that this minute be approved, and that a copy thereof be forwarded to the Dominion Government.

Certified.

(Signed)

THOS. HUMPHREYS,

Clerk of Executive Council.

RETURN

(43 L)

To an ORDER of the HOUSE OF COMMONS, dated 10th March, 1879;—
For all Tenders containing schedules of quantities and prices at the letting of contracts Numbers 13, 14, 15 and 25, Canadian Pacific Railway; contracts made on same; schedules of quantities actually paid for, and estimate of quantities, and cost of work to be done on these contracts; also, all correspondence or instructions relative to any changes in the character or construction of the said works.

By Command.

J. C. AIKINS,

Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 8th April, 1879.

CONTRACT No 13.

CANADIAN PACIFIC RAILWAY—Fort William to Shebandowan—Tender for Works—Schedule of Quantities and Prices.
 NAMES OF PARTIES WHO HAVE TENDERED AND THEIR PRICES.

Approximate Quantities	Description of Work.	Melville & Fair.		DeGraw & Wright.		Harvey & Bruce.		McNamee, Gaherty & Co.		McDonald & McKenzie.		Row, Willson & Row.		W. F. Jenning.		McBean & Co.		Elliott & Co.		T. Dumble.		A. Wallace.		A. Brown.		C. Lewis.		Rocque & Hanley.		McCole.		A. Light.		R. Benner.		R. T. Sutton.			
		Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.		
700	Acres clearing..... per acre.	24 00	16,800	24 00	16,800	30 00	21,000	40 00	28,000	25 50	17,850	22 00	15,400	25 00	17,500 00	20 00	14,000	25 00	17,500	40 00	28,000	80 00	56,000	27 00	18,900	200 00	140,000	60 00	42,000	30 00	21,000	25 00	17,500	35 00	24,500	30 00	21,000	30 00	21,000
22	do close-cutting..... do	80 00	1,760	30 00	660	40 00	880	50 00	1,100	30 00	660	40 00	880	35 00	770 00	20 00	440	60 00	1,320	100 00	2,200	90 00	1,980	12 00	264	400 00	8,800	60 00	1,320	25 00	550	30 00	660	40 00	880	40 00	880		
114	do grubbing (including side-ditches)..... do	160 00	18,240	40 00	4,560	125 00	14,250	60 00	6,840	100 00	11,400	160 00	18,240	250 00	28,500 00	200 00	22,800	150 00	17,100	200 00	22,800	110 00	12,540	140 00	15,960	200 00	22,800	200 00	22,800	60 00	6,840	100 00	11,400	80 00	9,120	55 00	6,720		
20,000	Lineal feet fencing..... per 100 l. ft.	10 00	2,000	10 00	2,000	10 00	2,000	10 00	2,000	15 00	3,000	7 00	1,400	8 50	1,700 00	6 75	1,350	2 00	400	10 00	2,000	6 50	1,300	8 00	1,200	20 00	4,000	40 00	4,000	10 00	2,000	6 00	1,200	9 00	1,800	8 00	1,720		
30,000	Cubic yards solid rock excavation... per c. yd.	1 70	51,000	1 50	45,000	1 30	35,000	1 25	37,500	1 50	45,000	1 65	49,500	1 50	45,000 00	1 65	49,500	2 00	60,000	3 50	105,000	2 25	67,500	2 00	60,000	2 00	60,000	2 25	67,500	1 50	45,000	1 25	37,500	1 75	52,500	1 65	49,500		
8,000	do loose..... do	0 80	6,400	1 00	8,000	0 90	7,200	1 00	8,000	0 80	6,400	1 20	9,600	0 90	7,200 00	1 05	8,400	1 50	12,000	1 25	10,000	1 00	8,000	0 75	6,000	1 00	8,000	0 80	6,400	1 30	10,400	1 30	10,400	1 30	10,400				
94,000	do earth excavation..... do	0 35	30,400	0 27	25,380	0 28	27,100	0 30	28,200	0 33	31,150	0 33	31,150	0 27	25,380 00	0 32	30,280	0 40	37,600	0 30	283,200	0 45	424,800	0 39	364,160	0 25	238,000	0 50	472,000	0 26	245,440	0 28	264,320	0 37	349,280	0 33	311,520		
74,000	Lineal feet under-draids..... per 100 l. ft.	14 00	10,360	14 00	10,360	35 00	25,900	20 00	14,800	20 00	14,800	25 00	25,900	30 00	22,200 00	20 00	14,800	30 00	42,000	15 00	11,100	20 00	11,840	16 00	12,800	4 00	2,960	40 00	29,600	20 00	14,800	12 00	8,880	27 75	20,535				
2 spans.	100 feet clear, Howe truss bridges... per span.	5,000 00	10,000	4,500 00	9,000	5,000 00	10,000	5,000 00	10,000	3,000 00	6,000	37 00	7,200	5,040 00	10,080 00	4,000 00	8,000	5,000 00	10,000	3,500 00	7,000	4,500 00	9,000	3,000 00	6,000	4,000 00	8,000	5,000 00	10,000	3,240 00	6,480	4,000 00	8,000	1,800 00	3,600	1,700 00	3,400		
80	do do do..... do	4,000 00	24,000	4,000 00	24,000	4,000 00	24,000	3,200 00	19,200	3,000 00	14,400	30 00	14,000	3,580 00	21,480 00	2,400 00	14,400	4,000 00	24,800	2,800 00	16,800	3,200 00	19,200	2,000 00	12,000	3,000 00	18,000	4,000 00	24,000	2,436 00	14,616	3,000 00	18,000	1,400 00	2,800				
1	do do do..... do	3,000 00	3,000	2,000 00	2,000	3,600 00	3,600	2,400 00	2,400	3,000 00	1,800	25 00	1,500	2,432 50	2,432 50	1,500 00	1,500	3,000 00	3,000	3,000	1,800 00	1,800	2,280 00	1,500 00	1,500	2,500 00	2,500	2,400 00	2,400	1,742 00	1,742	2,000 00	2,000	1,200 00	1,200				
4	do do do..... do	2,000 00	8,000	1,500 00	6,000	2,800 00	11,200	1,520 00	6,080	3,000 00	1,200	20 00	3,200	1,410 00	5,640 00	600 00	2,400	2,000 00	8,000	1,000 00	4,000	1,440 00	5,760	1,000 00	4,000	1,800 00	7,200	1,600 00	6,400	1,104 00	4,416	1,000 00	4,000	600 00	2,760				
6,800	Cubic yards cribwork in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	3 50	23,800	3 00	15,400	3 00	20,400	2 50	17,000	2 50	17,000	5 00	31,000	5 00	34,000 00	1 25	8,500	6 00	40,800	4 00	27,200	4 50	30,600	4 50	30,600	2 00	13,600	5 00	34,000	7 00	47,600	3 00	20,400	20 00	136,000	14 00	95,200		
1,200	Cubic yards rip-rap..... do	3 00	3,600	1 50	1,800	4 00	4,800	2 00	2,400	3 00	3,600	4 00	4,800	5 50	6,600 00	2 00	2,400	4 00	4,800	4 00	4,800	2 75	3,300	2 00	2,400	1 00	1,200	3 50	4,200	3 00	3,600	2 00	2,400	5 00	6,000				
1,300	Lineal feet piles..... per l. ft.	0 30	390	0 50	650	1 00	1,300	0 40	520	2 00	2,600	0 60	650	0 35	455 00	0 40	520	0 50	650	0 50	650	0 55	715	0 50	650	0 40	520	2 00	2,600	0 50	650	0 60	780	0 70	910				
10,000	do timber, 16 inches by 12 inches, stringers for trestle bridges and culverts..... do	0 40	4,000	0 50	5,000	0 30	3,000	0 30	3,000	0 30	3,000	0 40	4,000	0 40	4,000 00	0 45	4,500	0 50	5,000	0 40	4,000	0 64	6,400	0 45	4,500	0 30	3,000	0 68	6,800	0 57	5,700	0 50	5,000						
100,000	Lineal feet timber, 12 inches square, in trestle bridges, culverts and cattle guards..... do	0 20	20,000	0 40	40,000	0 30	30,000	0 26	26,000	0 20	20,000	0 30	30,000	0 30	30,000 00	0 38	38,000	0 45	45,000	0 35	35,000	0 42	42,000	0 35	35,000	0 25	25,000	0 50	50,000	0 43	43,000	0 30	30,000	0 49	49,000				
30,000	Lineal feet 8-inch flatted timber, in trestle bridges, culverts and cattle guards..... do	0 15	4,500	0 25	7,500	0 20	6,000	0 18	540	0 20	6,000	0 16	4,800	0 05	1,500 00	0 30	9,000	0 21	6,300	0 15	4,500	0 10	3,000	0 12	3,600	0 10	3,000	0 30	9,000	0 25	7,500	0 20	6,000						
20,000	Feet B.M., hemlock or spruce plank..... per 1,000 ft. B.M.	18 00	360	40 00	8,000	18 00	360	26 00	520	25 00	500	20 00	400	20 00	400 00	25 00	500	25 00	500	35 00	700	23 00	460	30 00	600	25 00	500	40 00	800	36 00	720	18 00	360						
10,000	Feet B.M., pine plank..... do	30 00	300	40 00	4,000	20 00	200	40 00	400	40 00	400	25 00	250	25 00	250 00	30 00	300	30 00	300	35 00	350	26 00	260	40 00	400	30 00	300	50 00	500	36 00	360	25 00	250	31 00	310				
5,000	do hardwood plank..... do	35 00	175	40 00	2,000	25 00	125	50 00	250	40 00	200	30 00	150	30 00	150 00	50 00	250	60 00	300	60 00	300	28 00	140	65 00	320	60 00	300	100 00	500	36 00	180	30 00	300						
20,000	Lbs. wrought iron, including bolts, spikes, straps, &c..... per lb.	0 15	3,000	0 10	2,000	0 12	2,400	0 15	2,400	0 10	2,000	0 15	3,000	0 12	2,400 00	0 15	2,500	0 12	2,400	0 15	3,000	0 12	2,400	0 15	3,000	0 12	2,400	0 22	4,400	0 08	1,600	0 15	3,000						
3,000	Lbs. cast iron..... do	0 10	300	0 08	240	0 08	240	0 12	360	0 10	300	0 09	270	0 08	240 00	0 10	300	0 08	240	0 08	240	0 10	300	0 12	360	0 12	360	0 09	270	0 11	2,700	0 09	2,700						
	Total amount.....		542,385		469,240		499,230		473,110		515,030		525,490		499,777 50		505,140		636,560		576,640		714,735		589,259		566,350		809,150		446,900		771,810		697,080				

CONTRACT No. 13.

CANADIAN PACIFIC RAILWAY--Fort William to Shebandowan--Tender of Works--Schedule of Quantities and Prices.

NAMES OF PARTIES WHO HAVE TENDERED AND THEIR PRICES.

Approximate Quantities	Description of Work.	Edmund A. Charters & Co.		G. W. Taylor.		Sifton & Ward.		John Wardrop.		Stacey & Stacey.		H. Sutherland.		M. Miller.		M. & D. McLennan.		Purcell, Lynch & Co.		Alex. Manning.		P. Shannon.		Jos. Whitehead.		James Britton.		R. S. Archibald.		Ferguson & Mitchell.		A. Carmichael.		O. English.		F. J. Bowles.		Thomas Robinson.	
		Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.	Rate.	Amount.
		\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.
700	Acres clearing	17 00	11,900 00	17 50	12,250 00	20 00	14,000 00	25 00	17,500 00	20 00	14,000 00	22 00	15,400 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00	20 00	14,000 00
22	do close cutting	30 00	660 00	20 00	440 00	40 00	880 00	15 00	330 00	30 00	660 00	20 00	440 00	22 00	481 00	20 00	440 00	30 00	660 00	30 00	660 00	20 00	440 00	25 00	550 00	150 00	2,880 00	45 00	990 00	45 00	990 00	35 00	770 00	32 00	704 00	35 00	770 00	10 00	220 00
114	do grubbing (including side-ditches)	25 00	2,850 00	50 00	5,700 00	60 00	6,840 00	110 00	15,960 00	80 00	9,120 00	50 00	5,700 00	55 00	6,270 00	75 00	8,550 00	125 00	16,250 00	100 00	11,400 00	45 00	5,130 00	160 00	18,240 00	240 00	27,360 00	100 00	11,400 00	160 00	18,240 00	250 00	28,500 00	300 00	34,200 00	60 00	6,840 00	150 00	17,100 00
20,000	Lineal feet fencing	3 00	600 00	4 50	900 00	5 62	1,124 00	5 00	1,000 00	8 00	1,600 00	6 00	1,200 00	5 00	1,000 00	10 00	2,000 00	12 00	2,400 00	12 00	2,400 00	7 20	1,440 00	6 00	1,200 00	11 00	2,200 00	6 00	1,200 00	7 00	1,400 00	9 00	1,800 00	9 00	1,800 00	8 00	1,600 00	6 00	1,200 00
30,000	Cubic yards solid rock excavation	1 00	30,000 00	1 80	54,000 00	1 25	37,500 00	1 15	34,500 00	1 25	37,500 00	1 90	57,000 00	1 95	58,500 00	1 35	40,500 00	1 90	57,000 00	2 00	60,000 00	1 70	51,000 00	2 50	75,000 00	1 25	37,500 00	1 50	45,000 00	1 60	48,000 00	3 00	90,000 00	1 55	46,500 00	1 50	45,000 00	1 75	52,500 00
8,000	do loose do	0 60	4,800 00	0 80	6,400 00	0 50	4,000 00	0 40	3,200 00	0 40	3,200 00	0 90	7,200 00	0 90	7,200 00	0 60	4,800 00	0 90	7,200 00	1 00	8,000 00	0 75	6,000 00	0 60	4,800 00	0 75	6,000 00	0 80	6,400 00	1 00	8,000 00	0 80	6,400 00	1 00	8,000 00	0 80	6,400 00	1 00	8,000 00
944,000	do earth excavation	0 23	217,120 00	0 25	236,000 00	0 23	217,120 00	0 26	215,440 00	0 26	215,440 00	0 26	215,440 00	0 26	215,440 00	0 25	236,000 00	0 33	311,520 00	0 48	453,120 00	0 36	339,840 00	0 32	302,080 00	0 31	311,520 00	0 29	278,480 00	0 30	283,200 00	0 28	264,320 00	0 30	283,200 00	0 28	264,320 00	0 28	264,320 00
74,000	Lineal feet under-drains	11 00	8,140 00	14 00	10,360 00	50 00	37,000 00	15 00	11,100 00	36 00	26,640 00	15 00	11,100 00	12 50	9,250 00	20 00	14,800 00	40 00	29,600 00	9 44	6,985 60	12 00	8,580 00	20 00	14,800 00	12 00	8,580 00	15 00	11,100 00	20 00	14,800 00	30 00	22,200 00	10 00	7,400 00	0 25	18,500 00		
2 spans.	100 feet clear, Howe truss bridges	3,000 00	6,000 00	2,150 00	4,300 00	3,000 00	6,000 00	4,000 00	8,000 00	2,700 00	5,400 00	2,227 16	4,454 32	2,500 00	5,000 00	4,000 00	8,000 00	8,400 00	16,800 00	12,000 00	5,000 00	10,000 00	4,500 00	9,000 00	2,000 00	4,000 00	40 00	8,000 00	3,000 00	6,000 00	5,200 00	10,400 00	4,600 00	9,200 00	4,025 00	8,050 00			
6 do	80 do do	2,400 00	4,800 00	1,750 00	3,500 00	2,400 00	4,800 00	2,800 00	5,600 00	1,920 00	3,840 00	1,855 97	3,711 94	2,000 00	4,000 00	3,000 00	6,000 00	4,000 00	8,000 00	2,400 00	4,800 00	3,920 00	7,840 00	2,400 00	4,800 00	21 00	42,000 00	1,600 00	3,200 00	35 00	700 00	18,800 00	2,400 00	4,800 00	3,410 00	6,820 00			
1 do	60 do do	1,500 00	3,000 00	1,050 00	2,100 00	1,400 00	2,800 00	1,680 00	3,360 00	1,260 00	2,520 00	1,184 78	2,369 56	1,400 00	2,800 00	3,500 00	7,000 00	5,000 00	10,000 00	3,000 00	6,000 00	1,680 00	3,360 00	2,700 00	5,400 00	2,500 00	5,000 00	1,200 00	2,400 00	1,800 00	3,600 00	2,000 00	4,000 00	2,480 00	4,960 00				
4 do	40 do do	1,000 00	2,000 00	1,050 00	2,100 00	1,400 00	2,800 00	1,680 00	3,360 00	1,260 00	2,520 00	1,113 58	2,227 16	1,400 00	2,800 00	3,500 00	7,000 00	5,000 00	10,000 00	3,000 00	6,000 00	1,680 00	3,360 00	2,700 00	5,400 00	2,500 00	5,000 00	1,200 00	2,400 00	1,800 00	3,600 00	2,000 00	4,000 00	2,480 00	4,960 00				
6,800	Cubic yards crib-work in abutments and piers of bridges (including timber and stone-filling)	2 00	13,600 00	2 00	13,600 00	2 25	15,300 00	3 00	20,400 00	3 50	23,800 00	2 00	13,600 00	2 00	13,600 00	3 00	20,400 00	5 50	37,400 00	7 00	47,800 00	3 00	20,400 00	5 70	38,760 00	4 50	30,600 00	1 00	6,800 00	5 00	34,000 00	5 00	34,000 00	6 00	40,800 00	3 00	20,400 00	4 00	27,200 00
1,200	Cubic yards rip-rap	1 50	1,800 00	2 25	2,700 00	4 00	4,800 00	2 00	2,400 00	1 25	1,500 00	2 50	3,000 00	2 50	3,000 00	3 25	3,900 00	4 00	4,800 00	4 00	4,800 00	6 00	7,200 00	2 00	2,400 00	4 00	4,800 00	3 00	3,600 00	4 75	5,700 00	2 50	3,000 00	7 00	8,400 00	2 75	3,300 00	4 00	4,800 00
1,300	Lineal feet piles	0 20	260 00	0 40	520 00	0 40	520 00	0 40	520 00	0 30	390 00	0 40	520 00	0 35	455 00	1 50	1,950 00	1 50	1,950 00	1 00	1,300 00	0 50	650 00	0 50	650 00	0 20	260 00	0 30	390 00	0 50	650 00	0 40	520 00	0 38	494 00	0 65	815 00	50 00	650 00
10,800	Lineal feet timber, 16 inches by 12 inches, stringers for trestle-bridges and culverts	0 40	4,000 00	0 28	2,800 00	0 35	3,500 00	0 35	3,500 00	0 20	2,000 00	0 28	2,800 00	0 30	3,000 00	0 37	3,700 00	0 55	5,500 00	1 20	12,000 00	0 45	4,500 00	0 55	5,500 00	0 64	6,400 00	0 20	2,000 00	0 35	3,500 00	0 32	3,200 00	0 50	5,000 00	0 80	8,000 00	0 40	4,000 00
100,000	Lineal feet timber, 12 inches square, in trestle-bridges, culverts and cattle-guards	0 32	32,000 00	0 25	25,000 00	0 30	30,000 00	0 20	20,000 00	0 18	18,000 00	0 24	24,000 00	0 28	28,000 00	0 35	35,000 00	0 45	45,000 00	0 40	40,000 00	0 40	40,000 00	0 45	45,000 00	0 48	48,000 00	0 16	16,000 00	0 25	25,000 00	0 25	25,000 00	0 36	36,000 00	0 54	54,000 00	0 30	30,000 00
30,000	Lineal feet, 6-inch flatted timber	0 25	7,500 00	0 09	2,700 00	0 15	4,500 00	0 15	4,500 00	0 10	3,000 00	0 10	3,000 00	0 10	3,000 00	0 10	3,000 00	0 30	9,000 00	0 20	6,000 00	0 35	10,500 00	0 14	4,200 00	0 08	2,400 00	0 15	4,500 00	0 10	3,000 00	0 08	2,400 00	0 15	4,500 00	0 25	7,500 00	0 15	4,500 00
20,000	Feet B.M., hemlock or spruce plank per 1,000 B.M.	12 00	2,400 00	25 00	500 00	20 00	400 00	20 00	400 00	15 00	300 00	25 00	500 00	25 00	500 00	20 00	400 00	25 00	500 00	50 00	1,000 00	20 00	400 00	35 00	700 00	25 00	500 00	20 00	400 00	30 00	600 00	20 00	400 00	16 00	320 00	40 00	800 00	13 00	260 00
10,000	do pine plank	18 00	1,800 00	25 00	500 00	20 00	400 00	25 00	500 00	20 00	400 00	25 00	500 00	25 00	500 00	20 00	400 00	25 00	500 00	70 00	1,400 00	25 00	500 00	40 00	800 00	30 00	600 00	25 00	500 00	30 00	600 00	25 00	500 00	20 00	400 00	45 00	900 00	25 00	500 00
8,000	do hardwood plank	18 00	1,800 00	40 00	720 00	20 00	400 00	25 00	500 00	20 00	400 00	25 00	500 00	25 00	500 00	20 00	400 00	25 00	500 00	80 00	1,600 00	30 00	600 00	40 00	800 00	35 00	700 00	20 00	400 00	30 00	600 00	25 00	500 00	25 00	500 00	45 00	900 00	25 00	500 00
20,000	Lbs. wrought iron, including bolts, spikes, straps, &c.	0 08	1,600 00	0 12	2,400 00	0 10	2,000 00	0 10	2,000 00	0 08	1,600 00	0 13	2,600 00	0 12	2,400 00	0 11	2,200 00	0 20	4,000 00	0 20	4,000 00	0 10	2,000 00	0 12	2,400 00	0 05	1,000 00	0 08	1,600 00	0 13	2,600 00	0 15	3,000 00	0 12	2,400 00	0 10	2,000 00	0 12	2,400 00
3,000	Lbs. cast iron	0 06	180 00	0 10	300 00	0 07	210 00	0 08	240 00	0 04	240 00	0 10	300 00	0 09	270 00	0 10	300 00	0 20	600 00	0 15	450 00	0 08	360 00	0 06															

" A. "

Canadian Pacific Railway.—Grading and Bridging from Fort William to Shebandowan.—Bill of Works, General Specifications, and Conditions of Contract.

" B. "

Canadian Pacific Railway.—Bill of Works.—Fort William to Shebandowan.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the Railway, between Fort William and Shebandowan, under the General Specifications and Conditions of Contract appended hereto, and bearing even date herewith. From this Bill the aggregate amounts in the several tenders are to be computed:—

Approximate Quantities.	Description of Work.	
700	Acres.	Clearing.
22	do	Close cutting.
114	do	Grubbing (including grubbing in side ditches).
20,000	Lineal feet.	Fencing.
30,000	Cubic yards.	Solid rock excavation.
8,000	do	Loose rock do
944,000	do	Earth do
74,000	Lineal feet.	Under-drains.
2 Spans	100 feet clear.	Howe truss bridges.
6 do	80 do	do
1 do	60 do	do
4 do	40 do	do
6,800	Cubic yards.	Crib-work in abutments and piers of bridges (timber and stone filling included).
1,200	do	Rip-rap.
1,300	Lineal feet.	Piles.
10,000	do	Timber 16 in. by 12 in., stringers for trestle-bridges and culverts.
100,000	do	Timber 12 in. square, in trestle-bridges, culverts and cattle-guards.
30,000	do	8 in. flatted timber.
20	1,000 ft. B.M.	Hemlock or spruce plank.
10	do	Pine do
5	do	Hardwood do
20,000	Pounds.	Wrought iron, including bolts, spikes, straps, &c.
3,000	do	Cast do

The above bill is intended to embrace all the works required between the 1st mile and the 46th mile, indicated on the Plan and Profile. The Contractor may, however, be required to extend the grading across the town plot of Fort William, and from the 46th mile to Lake Shebandowan, or perform other works connected with the grading of this Section, the precise nature and position of which cannot at present be defined.

The Profile exhibited is prepared from a trial location survey. At several points the location will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders. The Department of Public Works reserves the right to vary the location and alter the works in any manner that may appear advisable, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Saturday, the 27th day of February next:—

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,
Secretary,
Public Works Department,
Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out.

SANDFORD FLEMING,
Engineer in-Chief.

Pacific Railway Office,
Ottawa, January 20th, 1875.

A

CANADIAN PACIFIC RAILWAY.

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials required in making and building the Railway up to formation level and preparing it for the permanent way. It comprises clearing, close cutting, grubbing, fencing, excavation, draining, ditching, foundation works, wooden bridges, culverts and the superstructure of the bridges, together with all other works connected with the construction and completion of the line of Railway, to which the Engineer may consider this specification to be applicable. The intention being that the Contractors shall complete the road-bed of the Railway and provide all materials of every kind except the ties or sleepers, steel rails and their fastenings, the ballasting and the laying of the track.

CLEARING, ETC.

2. Where the Railway passes through wooded sections the land must be cleared to the width of sixty-six feet on each side of the centre line, or such greater or lesser width as the Engineer may direct.

3. The clearing is to be done so that all the brush, logs and other loose material, within its limits will be burned. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods must be dragged out and burned. The land when cleared must be left in a clean condition.

4. Where embankments are to be formed less than four feet and more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

5. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed, and there piled. Directions will be given at the proper time, as to the extent of ground required to be cleared, close cut and grubbed. The side ditching must also be grubbed, but no grubbing will be paid for in borrowing pits.

FENCING.

6. The fence wherever required shall be a strong, well-built, heavy farm fence of approved design, thoroughly secured by stakes, riders, posts and yokes, or other means to prevent its removal by gales of wind or animals.

7. The farm gates will be light and strong, of an approved design, similar to those on the Intercolonial Railway.

8. The fencing to be thoroughly completed through all the cleared lands, and wherever it may be directed to be placed by the Engineer.

GRADING.

9. In woodland the grading will be commenced after the clearing, close cutting and grubbing required, be completed to the satisfaction of the Engineer, and the Contractor will be held responsible for all damage to crops.

10. The width of embankments at sub-grade or formation level will be 18 feet. The width of cuttings will be 22 feet. The slopes of earth work will be made one and a-half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of 6 feet shall be left on the surface of the rock. The widths, slopes and other dimensions above defined may be varied by the Engineer at any time to suit circumstances. And the Contractor shall not take out nor be paid for rock, nor any other excavation beyond the slopes, without the express order in writing from the Engineer. In the event of a slide in a rock cutting after it is formed, the Contractor will remove the debris, and be paid for it as loose rock or as earth, according to the class to which it may appear to the Engineer to belong.

11. The material to be placed in the embankments must be approved by the Engineer, and in places where the natural surface of the ground upon which the embankment is to rest, is covered with vegetable matter, which cannot be burned off in clearing, and which would in the opinion of the Engineer impair the work, the same must be removed to his entire satisfaction. All sloping ground covered with pasture shall be deeply ploughed over the base of the embankments before the latter are commenced.

12. All side-hill ground to be covered by embankments shall first be thoroughly underdrained as the Engineer may see expedient, and all cuttings after being formed and all slopes likely to be affected by wet must be similarly underdrained longitudinally or transversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made, a trench will first be dug to a depth of four feet on an average, and barely wide enough for a man to stand. In the bottom of this trench, three or four cedar or spruce poles from two to three inches diameter will first be laid by hand, breaking joint, over the poles will then be placed not less than three feet of coarse gravel or broken stone not larger than ordinary road metal, over which will be deposited such material convenient to the place as the Engineer may approve of. The Contractor must find all the material required in these drains, do all the work described, and remove the surplus earth. These drains must always be made with a suffi-

cient longitudinal fall for the easy flow of the water, and therefore they may in level cuttings be deeper at one end than at the other, but the average depth will in all cases be not less than 4 feet.

13. On the completion of the cuttings and the under-drains provided for in last clause, ditches for the removal of surface water shall be formed along each side at the bottom of the slopes, according to directions to be given. Catch water ditches shall also be formed some distance back from the top of slopes to exclude from the excavation any water flowing from the adjoining lands; the Contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the Railway and works.

14. All open ditches in cuttings or elsewhere, and all excavations required for turning, making or changing watercourses other than the under-drains above mentioned, and which must be executed as may from time to time be directed, will be measured up and paid for as excavation, and all other excavations such as may be required in the formation of public roads, or in borrowing pits, or in grading depot grounds, turnouts or branches, and so much of foundation pits for bridges, &c., as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of the roadway, and must be executed and the material deposited according to the directions of the Engineer, and will be paid for at the same rate per yard as the ordinary excavation, according to its denomination. In foundation pits where pumping or baling becomes necessary all the excavation under water level shall be measured and reckoned at three times the price of earth excavation in order to cover the extra cost involved.

15. Excavation will be classed under three heads, viz: Solid Rock, Loose Rock and Earth, and will be paid for according to the following definitions:

1st. All stones and boulders measuring more than 40 cubic feet, and all solid quarry rock shall be termed Solid Rock Excavation.

2nd. All stones and boulders measuring more than 14 cubic feet, and all loose rock, whether in place or not in place, that may be removed with facility by hand, pick and bar, without the necessity of blasting, shall be termed Loose Rock Excavation.

3rd. All other excavation of whatever kind shall be termed Earth Excavation.

16. The contract price for these several classes of excavation shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than twelve hundred feet. For every hundred feet of haul over twelve hundred feet the Contractor will be allowed at the rate of one cent per cubic yard, that is to say in the event of the haul being in any case two thousand feet, eight cents per yard shall be added to the schedule rate.

17. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left at the completion of the contract at such heights, levels, widths and forms as directed by the Engineer.

18. The whole of the grading shall be carefully formed to the levels given and the roadway in cuttings shall invariably be rounded and left from six to eight inches lower at the sides than on the centre line. In rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water-channels, road crossings, borrowing pits, or elsewhere, must be deposited in such places as the Engineer may direct. In cases where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, or from the sides of the road, or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express sanction. All borrowing pits shall, if required by the Engineer, be dressed to a good shape and properly drained; where material to make up embankments is taken from the side, a berm of at least 10 feet from bottom of slope of embankment shall remain untouched.

19. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the Engineer may direct that the embankments be increased in width with the surplus material, and when this is done to his satisfaction the remainder, if any, may be wasted; but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

20. In cases where pitching or riprapping will be required, for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations may, with the approval of the Engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be paid for twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

21. Riprap work, wherever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and paid for by the cubic yard.

22. Roads constructed to and from any point on the line of Railway for the convenience of the Contractor, for the conveyance of material or otherwise, must be at his own risk, cost and charges, but the Contractor will not be required to purchase land for the Railway track, for branches or for borrowing pits.

23. Wherever the line is intersected by public or private roads, the Contractor must keep open at his own cost convenient passing places, and he shall be held responsible for keeping all crossings, during the progress of the works, in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just ground of complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men. At all public roads crossed on the level, the Contractor will be required to put in two substantial cattle guards of wood of such dimensions as may be directed by the Engineer.

24. Whenever any material is met with in the excavations which the Engineer shall consider suitable and required for ballast, the same shall at his discretion be reserved for that purpose.

25. When slips occur in cuttings, after they are properly formed, the material must be immediately removed by the Contractor, the slopes reformed, and such precautions adopted as the Engineer may deem necessary. The Contractor will be paid for the removal of slips as already provided.

26. In the event of earth excavation being proceeded with in winter, no snow or ice must be placed in embankments, or allowed to be covered up in them, and all frozen earth must as far as practicable be excluded from the heart of the embankments.

27. The Contractor shall, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, bridging, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

28. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible, in such cases the Engineer shall determine the quantities in embankment, after making all proper allowances of which he shall be the judge.

29. The prices stipulated for excavation of the several denominations, together with the price for haul in extreme cases, and the price for work in foundation pits under water level, shall be the total prices for excavating, loading, removing and depositing all the material. In a word, the rates and prices stipulated in the Contract must be understood to cover every contingency; the furnishing of all labor, material, power and plant; the cost of finishing up cuts and embankments, the dressing and draining of borrowing pits, when required; the dressing of slopes to the required

angle, and the completing of everything connected with the grading of road bed in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

FOUNDATIONS.

30. Foundation pits must be sunk to such depths as the Engineer may deem proper for the safety and permanency of the structure to be erected; they must in all cases be sunk to such depths as will prevent the structures being acted on by the frost. The material excavated therefrom to be deposited in embankment, unless the Engineer direct otherwise.

STRUCTURES.

31. The structures for the passage of streams will all be built of the most suitable wood to be found in the country.

32. General Drawings Nos. 1 to 9, inclusive, shew the kind of structures to be erected for the passage of the smaller streams under the Railway.

Drawing No. 1,	for embankments	2 feet high.		
“ No. 2,	“ “	4 “ “		
“ No. 3,	“ “	6 “ “		
“ No. 4,	“ “	8 “ “		
“ No. 5,	“ “	10 “ “		
“ No. 6,	“ “	15 “ “		
“ No. 7,	“ “	20 “ “		
“ No. 8,	“ “	25 “ “		
“ No. 9,	“ “	30 “ “		

33. No. 1 will be composed of two bents framed together in the manner shewn in the drawing, having cap and mud-sills framed into posts and braces, and pinned as shewn. These bents will be placed in trenches—previously excavated—10 feet apart, and at least 4 feet in the ground, and when properly levelled as to grade height, &c., the earth will then be firmly packed round them. These bents will be spanned by stringers 16 inches by 12 inches, and bolted by inch bolts—with washers—to the cap-sills. The bank stringers will be 12 inches by 12 inches. The whole then covered by ties 9 inches by 8 inches, and of the lengths shewn in the plan.

34. No. 2 will be similar in every respect to No. 1, except as to height of bents. See drawing

35. No. 3 will be composed of four bents; each bent will have cap and mud sills 12 inches by 12 inches, and four posts 12 inches by 12 inches, and two braces 12 inches by 12 inches, all framed together and pinned in the manner shewn. There will be two diagonal braces of 9 inches by 6 inches placed in each bent in the manner shewn, and bolted to the frames by inch iron bolts with washers under the heads and nuts of bolts, seven bolts to each brace. Trenches will be dug for the reception of these bents 11 feet centre to centre and 4 feet deep, and when the bents have been levelled up to grade height and placed in line, the earth will then be tamped firmly round them. Stringers of 16 inches by 12 inches must be provided and bolted to cap-sills by inch iron bolts with washers. The bank stringers will be 12 inches by 12 inches; the whole structure will then be covered with special ties 9 inches by 8 inches as shewn.

36. Nos. 4 to 9 will be similar to No. 3 already described. No. 6 will have six bents, No. 7 eight bents, No. 8 eight bents and No. 9 ten bents, and they will increase in height according to the height of the bank. In cases where stringers cannot be procured long enough to span the entire number of bents, as in the cases of Nos. 6, 7, 8 and 9, then the stringers may be joined either by butt joint on corbells resting on cap-sills, or be allowed to overlap each other on cap-sills, all being firmly bolted to cap-sills.

37. Wherever the circumstances of the case will not permit of the adoption of any one of these General Drawings, Special Drawings will be prepared, as in the case of Strawberry Creek. Here it is proposed to carry the Railway over this stream by means of a Bridge of Piles, consisting of 9 spans of 20 feet each. The two-land bents will be framed similar to those described for structures 3 to 9. There will be 8 bents of piles. Trenches will first be excavated to the depth of the bed of Strawberry Creek for four of the pile bents. Each bent will be composed of 4 piles, driven perpendicularly, together with 2 spur piles, as shewn in the drawing. The piles are to measure at the butt or larger end, not less than 12 nor more than 17 inches in diameter, exclusive of bark, and to be of the length shewn, they are to be perfectly sound and straight. The piles must be firmly driven by a hammer weighing 1500 lbs. and falling through 30 feet at the last blow. Care must be taken to have them driven truly so that the caps, waling pieces and braces may be properly framed and bolted to them. The spur piles must be curve pointed so that as they are driven they will gradually come into their places and butt against the piles and be bolted to the same, with two bolts to each spur pile. Before being driven the piles must be sawed or chopped off square at the butt, and tapered to a blunt point at the smaller end. Should there appear to be any danger of splitting the heads must be bound with iron hoops, and if necessary they must also be properly shod. The stringers must be double 12 inches by 16 inches bolted together and resting on corbells, and be bolted securely to corbells and cap sills. The stringers must be of as long lengths as possible and to break joint alternately inside and out. The bank stringers will be 16 inches by 12 inches. The whole to be covered by special ties 9 inches by 8 inches as shewn.

38. The Railway will be carried over the Kaministiquia River, the Mattawan, the Sunshine, the Askondaga and the Shebandowan Rivers, by Timber Bridges. The abutments and piers will be built of crib work filled with stone. The cribs must be constructed in the most substantial manner of the most suitable timber to be found in the vicinity, outside timbers to be not less than 12 inches square, dovetailed at the angles, and properly pinned with hardwood pins; the ties may be of suitable round timber, dove-tailed into face timbers and pinned. The sloping faces of the Cut Waters to Piers must be of double timber, dove-tailed at angles and chamfered off to the inclination of the Cut Water face, the two faces of the Cut Waters will then be sheathed with Hardwood plank 3 inches thick. The whole of the abutments and piers to be finished in accordance with the plans and to the satisfaction of the Engineer.

39. The superstructure of the Bridges will be of the most approved Howe Truss pattern, built of pine, with white oak keys, cast iron prisms, and wrought iron rods, the whole to be first-class material and workmanship. Detail drawings will be prepared during the progress of the work by the Engineer to suit each Span or Bridge, and to which the Contractor must work. These Bridges must be executed in a thoroughly substantial and workmanlike manner, and shall be completed in every respect except painting, which will not be included in the present contract.

MISCELLANEOUS WORK.

40. In order to prevent delay it is intended to build all the structures in the first place of timber, but should it be practicable to insert culverts or masonry at one or more places without interfering with the progress of the work, and it appear expedient to do so, the Engineer may be authorized to substitute masonry for the wooden structures. In such cases the masonry shall be erected under the following clause:—

41. If any work or service be required to be done, which in the opinion of the Engineer does not come within the class of work to be measured under these specifications, he shall be at liberty to direct the Contractor to perform the same, by day's labor, and the Contractor when required by him shall supply such force as the Engineer may direct, and the Contractor shall perform such work and he shall be paid the reasonable and actual wages of such force as ascertained by time-keeper and

pay-sheet, together with fifteen per cent. for the use of tools and profit. The Engineer shall be at liberty to discharge any bad or unsuitable workmen who may be placed at day's labor work, and the work so performed shall be subject to his approval before payment therefor.

CONDITIONS OF CONTRACT.

The following are the conditions under which the contract shall be entered into and completed :

42. At any time before the commencement or during the construction of any portion of the work the Engineer, under the authority of the Minister of Public Works, will be at perfect liberty to make any changes or alterations which he may deem expedient, in the grades, the line of location, the width of cuttings or fillings, the dimensions or character of structures or in any other thing connected with the works, whether or not such changes increase or diminish the quantities of work to be done. The Contractor will be paid for the work actually executed by him under the Engineer's directions and to his satisfaction, at the prices stipulated in the contract, but he will not be entitled to any additional allowance by reason of any changes or alterations referred to.

43. Should any work, material or thing of any description whatsoever be omitted from the specification or contract, which in the opinion of the Engineer is necessary or expedient to be executed, the Contractor shall notwithstanding said omission upon receiving written directions from the Engineer, perform the same, and the payment therefor shall be at the price for such work given in the schedule of prices, or if no price be given therefor, at such price as the Engineer may consider just and reasonable.

44. It is intended that every allowance to which the Contractor is fairly entitled, will be embraced in the Engineer's monthly certificates, but should the Contractor at any time have claims of any description which he considers are not included in the progress certificates, it will be necessary for him to make and repeat such claims in writing to the Engineer within fourteen days after the date of each and every certificate in which he alleges such claims to have been omitted.

45. The Contractor in presenting claims of the kind referred to, must accompany them with satisfactory evidence of their accuracy, and the reason why he thinks they should be allowed him. Unless claims are thus made during the progress of the work within 14 days as in the preceding clause, and repeated every month until finally adjusted, it must be clearly understood that they shall be forever shut out.

46. Cash payments will be made every month on the certificate of the Engineer, equal to about 90 per cent. of the value of the work done, approximately made up from returns of progress measurements and computed at the prices stipulated in the contract. On the completion of the work to the satisfaction of the Engineer, the quantities will be carefully made up from exact final measurements, and a certificate will be given thereon, but a final and closing certificate including the 10 per cent. retained will not be granted for a period of two months thereafter.

47. The progress measurements and progress certificates shall not in any respect be taken as an acceptance of the work or a release of the Contractor from his responsibility in respect thereof, but he shall at the conclusion of the work deliver over the same in good order, according to the true intent and meaning of the contract and specification.

48. The Contractor shall respect and preserve in their true and original position, all bench marks, hubs, all centre, slope, reference and all other stakes and marks placed or made by the Engineer, on or near the line of work; he shall adopt every means in his power to prevent their being burnt in the clearing, or altered, removed or destroyed at any time; and whenever required by the Engineer, he shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

49. The Contractor shall employ as many competent agents and foremen on the whole works as may be considered requisite by the Engineer; and the said foremen shall be regularly and constantly present on the works for the purpose of effectually overseeing the same, and of receiving instructions from the Engineer.

50. The Engineer shall have full power to dismiss any foreman or workmen whom he may deem unfit for the duties assigned him, or who may, in the opinion of the Engineer, be guilty of slighting the work, or of wilful disobedience of orders, or of improper, intemperate or disorderly conduct; and the Contractor shall supply the places of all such men so dismissed, without delay, and he shall not employ them again on the works.

51. The Contractor is bound by the general conditions of the specification to provide all proper tools and plant for the execution of the work, and is responsible for the sufficiency of the same; he must also take upon himself the entire responsibility of the centring, scaffolding, and all other means used for the fulfilment of the contract whether such means may or may not be approved of or recommended by the Engineer; and the Contractor must run all risks of accidents or damages from whatsoever cause they may arise until the completion of the contract.

52. The Contractor shall, subject to the approval of the Engineer as to the same, but at his own cost, make all necessary temporary provision during the progress of the works for land owners crossing the line of railway, and he shall provide the necessary accommodation for the passage of the public at the intersection of public roads. He shall also, at his own cost, make such provision until the fences be erected, as may be necessary to prevent the straying of cattle where the fields in settlements are entered upon.

53. The Contractor shall be responsible for all damages to land owners arising from loss of crops or cattle, or injury thereto, respectively sustained by any cause or thing connected with the construction of the work, or through any of his agents or workmen, and he shall be held responsible for all damages which may be done to property or persons through the blasting of rocks or other operations carried on by him, and he must assume all risks and contingencies, whether from fire, water, or any other cause whatever, that may arise during the progress of the works, and he must make good, at his own cost, all defects and failures, whether from negligence on the part of himself or workmen, or from bad workmanship, or from the use of improper materials, and he shall hold harmless and indemnify Her Majesty of and from any claims, losses or damages in respect thereof.

54. The Contractor shall not permit, allow or encourage the sale of any spirituous liquors on or near the line of railway.

55. No work whatever shall at any time or place be carried on during the Sunday, and the Contractor shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

56. The Contractor shall by himself, his agents and workmen faithfully carry on the works until completion, and no sub-contract, assignment, or transfer, shall in any way be recognized.

57. In the event of any bad material being delivered or any bad work being executed at any time, the same shall be immediately removed on notice being given by the Engineer, and the work shall be reconstructed in strict conformity with the true meaning of the specification and to the entire satisfaction of the Engineer.

58. The Government reserves the right to suspend operations at any particular point or points, and in the event of such right being exercised so as to cause any delay to the Contractor, then an extension of time equal to such delay or detention shall be allowed him to complete the Contract, but any such delay shall not entitle the Contractor to any claim for damages.

59. If at any time during the progress of the works, it should appear to the Engineer that the force employed, or the rate of progress then being made, or the general character of the work being performed, or the materials supplied or furnished are not respectively such as to ensure the completion of the said works within the time stipulated, or in accordance with the contract, the Government shall be at liberty to

take any part or the whole works out of the hands of the Contractor, and employ such means as they may see fit to complete the works at his expense, and he shall be liable for all extra expenditure incurred thereby; or the Government shall have power, if it may be deemed advisable, to nullify the contract.

60. Should the Contractor become insolvent or bankrupt, or embarrassed in circumstances, and therefore unable in the opinion of the Government properly to proceed under the contract, the Government shall be at liberty to nullify the contract.

61. Should the Contractor pursue any course violating any of the provisions of the contract, or the evident import of the same, the Government, shall have power to nullify the contract.

62. Whenever it may become necessary to take any portion or the whole work out of the hands of the Contractor, or to nullify the contract, the Government shall give the Contractor seven days clear notice in writing of their intention, such notice being signed by the Secretary of the Department of Public Works, and the Contractor shall thereupon give up quiet and peaceable possession of the works as they then exist, as well as all material or plant which he may have been furnishing or using; and without any other or farther notice or process or suit at law, or other legal proceedings of any kind whatever, or without its being necessary to place the Contractor *en demeure*, the Government in the event of their nullifying the contract may forthwith or at their discretion, proceed to relet the same, or any part thereof, or employ additional workmen, tools and materials, as the case may be, and complete the works at the expense of the original Contractor, who shall be liable for all extra expenditure which may be incurred thereby, and the Contractor and his assigns or creditors shall forfeit all right to the percentage retained and to all money which may be due on the works, and to the deposit stipulated for in the 68th clause, and he shall not molest or hinder the men, agent, or officers of the Government, from entering upon and completing the said work as the Government may deem expedient.

63. Any notice or other matter under or connected with the contract may be served on the contractor either at his usual domicile or at his last known place of business by being left at the Post Office, and shall be deemed to be thereby legally served.

64. If at any time it shall appear to the Engineer that the security of the works is endangered or the peace of the neighbourhood is likely to be disturbed, or any other difficulty likely to arise by reason of the men being left unpaid, the Government may pay any arrears of wages so far as they may ascertain the same to be due on the best information they may obtain, and charge the same as a payment on account of the contract.

65. The Contractor shall perform and execute all works required to be performed in the specification and contract in a good, faithful, substantial and workmanlike manner, and in strict accordance with the plans and specifications thereof, and with such instructions as may be from time to time given by the Engineer, and shall be under the direction and constant supervision of such District, Division and Assistant Engineers and Inspectors as may be appointed. All the works are to be executed and material supplied to the Engineer's entire satisfaction; he is to be the sole judge of the work and material in respect both to quantity and quality, and his decision on all questions in dispute with regard to the works or materials, or as to the meaning or interpretation of the specification or the plans, or points not provided for, or not sufficiently explained in the plans or specification, is to be considered final and binding on all parties.

66. The term "Engineer" made use of in the specification and contract, and in any or all the conditions thereof, must be understood to mean "The Engineer-in-Chief," or some one of his assistants acting directly under his authority and instructions and all instructions or directions given by those acting for him or under his authority will be subject to his approval.

67. Tenders will not be considered, unless made strictly in accordance with the printed forms, and—in the case of firms—except there are attached the actual signatures of each member of the same.

68. For the due fulfilment of the contract, satisfactory security will be required by deposit of money, public or municipal securities, or bank stocks, to the amount of twenty-five thousand dollars.

69. To each tender must be attached the actual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of these conditions, as well as the due performance of the works embraced in the contract.

70. The works are to be commenced as soon as practicable after the person or persons whose "Tender" may be accepted shall have entered into contract, and must be proceeded with in such a manner as to secure the laying of the rail track by the first day of August, in the year 1876.

SANDFORD FLEMING,

Engineer-in-Chief

Pacific Railway Office,

Department of Public Works,

Ottawa, 20th January, 1875.

"C."—CANADIAN PACIFIC RAILWAY.

FORT WILLIAM TO SHEBANDOWAN.

Tender for Works.

No Tender will be received unless on the form and with this schedule of quantities correctly priced and moneyed out.]

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation and grading required to be done on the line between Fort William, Lake Superior, and Shebandowan, in length, about 45 miles, within the time and upon the terms and conditions stipulated in the specification bearing date 20th January, 1875, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of four hundred and sixty thousand one hundred and ninety-four dollars.

And I (or we) further agree that all additions to, and alterations and omissions in, the works contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the specification; and the amount so altered shall be considered and settled as the true amount of the contract.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.	Description of Work.	Rate.	Amount.
		\$ cts.	\$ cts.
700	Acres clearing..... per acre.	20 00	14,000 00
22	do close cutting..... do	40 00	880 00
114	do grubbing (including side ditches)..... do	60 00	6,840 00
20,000	Lineal feet fencing..... per 100 lin. ft.	5 62	1,124 00
30,000	Cubic yards solid rock excavation..... per c. yd.	1 25	37,500 00
8,000	do loose rock excavation..... do	0 50	4,000 00
944,000	do earth excavation..... do	0 23	217,120 00
74,000	Lineal feet under drains..... per 100 lin. ft.	50 00	37,000 00
2 spans.	100 feet clear, Howe truss-bridges..... per span.	3,000 00	6,000 00
6 do	80 do do..... do	2,400 00	14,400 00
1 do	60 do do..... do	1,800 00	1,800 00
4 do	40 do do..... do	1,000 00	4,000 00
6,800	Cubic yards crib work in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	2 25	15,300 00
1,200	Cubic yards rip-rap..... do	4 00	4,800 00
1,300	Lineal feet piles..... per lin. ft.	0 40	520 00
10,000	Lineal feet timber, 16 inches by 12 inches, stringers for trestle-bridges and culverts..... do	0 35	3,500 00
100,000	Lineal feet timber, 12-inch square, in trestle-bridges, culverts, and cattle-guards..... do	0 30	30,000 00
30,000	Lineal feet 8-inch flatted timber, in trestle-bridges, culverts, and cattle-guards..... do	0 15	4,500 00
20,000	Feet B.M., hemlock or spruce plank..... per 1,000 ft. B.M.	20 00	400 00
10,000	do pine plank..... do	20 00	200 00
5,000	do hardwood plank..... do	20 00	100 00
20,000	Lbs. wrought iron, including bolts, spikes, straps, &c. per lb.	0 10	2,000 00
3,000	Lbs. cast iron..... do	0 07	210 00
Total amount ..			\$406,194 00

And in case this Tender shall be accepted, we hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and we offer as sureties for the carrying out of all the conditions as well as for the due fulfilment of the contract, the two persons who have signed their names to this tender for that purpose.

Actual Signatures, Occupations, and Residences of Parties Tendering.	{	(Signed)	HENRY SIFTON, Contractor, London.
		do	F. WARD, Oil Refiner, Wyoming.
Signatures and Residences of Sureties.	{	do	JOHN W. SIFTON, Banker, City of London.
		do	THOS. COCHRAN, Oil Refiner, Petrolia.

Dated at London, 24th day of February, 1875.

Articles of agreement, entered into on the third day of April in the year of Our Lord one thousand eight hundred and seventy-five, and made in Duplicate between Henry Sifton, of the City of London, in the County of Middlesex, in the Province of Ontario, Contractor, and Frank Ward, of the Village of Wyoming, in the County of Lambton, in the said Province, oil refiner, carrying on together the business of Contractors as partners, under the name, style and firm of "Sifton & Ward," of the first part; and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of the Dominion of Canada, of the second part; Witness, that the parties of the first part hereby bind and oblige themselves to and in favor of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary labor, power, plant, centreing, scaffolding and all other contingencies, tools, implements and materials whatsoever and to perform, construct, complete and finish, in every respect, to the satisfaction of the said Minister, in a good, substantial and workmanlike manner, agreeably to the true intent and meaning of the specification hereunto annexed, marked "A," and in accordance with the plans remaining on record in the Department of Public Works, where reference thereto may be had:

All the works required in and for the clearing, close cutting, grubbing, fencing, excavation, draining, ditching, foundation works, wooden bridges, culverts, and the superstructure of bridges, and all other works, proposed to be made, as specified or shewn on that certain portion of the Canadian Pacific Railway, which may be designated as the line of railway between Fort William, on Lake Superior, and Shebandowan, about forty-five miles in length, as may be directly or indirectly connected with the building, making, and forming the contemplated railway up to formation level, and preparing it for the permanent way, or in other words, for completing the road-bed of the railway and providing all materials of every kind, except the ties or sleepers, steel rails and their fastenings, the ballasting and the laying of the track. The parties of the first part may, however, be required to extend the grading across the town lot of Fort William, and from the forty-sixth mile to Lake Shebandowan, or to perform other works connected with the grading of this section; the said Minister reserving the right of varying the location and altering the works with a view of obtaining improved gradients and alignment as well as reduction of work. The whole to be completed and finished, and to be in every respect ready for use on or before the first day of August, A.D. one thousand eight hundred and seventy-six, time being material and of the essence of this contract. In consideration whereof, Her Majesty Queen Victoria, represented by the said Minister as aforesaid, doth hereby promise and agree to pay the parties of the first part, or to the heirs, assigns, or lawful representatives of the parties of the first part (according to the provisions of the Act thirty-first Victoria, chapter twelve), that is to say:

The several rates or prices mentioned in the tender of the said parties of the first part (a copy of which tender, marked "C," is hereunto annexed), which rates or prices applied to the approximate quantities given in the Bill of Works, marked "B," annexed to the afore mentioned specification, and in the said Tender, amount in the aggregate to the sum of four hundred and six thousand one hundred and ninety-four dollars (\$406,194) of lawful money of Canada subject to the agreements following:—

But it is hereby expressly agreed and understood that all additions to, and alterations and omissions in, the works or quantities of work herein contracted for, whether above or below the quantities furnished as aforesaid (which are only approximate and given in order to admit of a comparison of the Tenders) shall hereafter be ascertained and shall be valued by the Government Engineer or officer in charge of the works and added to or deducted from the above mentioned amount, as the case may be, and shall be paid for according to the several rates or prices set opposite to each description of work in the said Tender, and agreeably to the special provisions of the said annexed specification, and that the amount so altered and valued by the said Government Engineer or officer shall be considered and settled as the true amount of this contract. It is hereby further agreed that if any work or

service be required to be done, by the said parties of the first part, which, in the opinion of the Government Engineer, does not come within the class of work to be measured under these specifications, the said Engineer shall be at liberty to direct the parties of the first part to perform the said works and service, and that Her Majesty shall pay for such work or service as provided for in the 41st section of the said annexed specification; and it is hereby further agreed upon that for securing the due performance of this contract by the said parties of the first part, the sum of twenty-five thousand dollars of lawful money of Canada, either in bank deposit receipts or securities to the cash value of the said sum, approved by the said Minister of Public Works of Canada, shall, within one calendar month, be deposited to the credit of the Receiver General of Canada, the same to be disposed of by the said Minister of Public Works for making good any defaults of the said parties of the first part in fulfilling this contract, but in no event shall Her Majesty or the Dominion of Canada be liable for any interest on this deposit.

And the said parties of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant and agree that the said contract and undertaking shall be and is further entered into by the said parties of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants and conditions following, that is to say:—

Firstly.—That payments of the price hereinbefore mentioned, shall be made to the parties of the first part within ten days after an estimate of the Engineer or officer in charge shall have been received by the Minister, specifying the amount of work done to the satisfaction of the said Minister, or his successors in office, or his Engineer, or person in charge of the works, during the month then ended; but that, nevertheless, it shall be lawful for Her Majesty to withhold from the parties of the first part and retain ten per cent. out of the amount of the several estimates until the perfect completion of the work, and the acceptance of the same by the Minister, which ten per cent., so withheld and retained, shall be paid with the last instalment, within ten days after the Engineer or Officer in charge shall have delivered to the Minister his final estimate of the work performed, with detailed measurements of the weights, &c., and the materials furnished, in virtue of these presents, and his certificate of the work having been fully completed and finished, if the Minister shall so soon have accepted and approved of the work; and that, in forming his final estimate, the Engineer or other officer shall not be bound or governed by the preceding monthly estimates, which shall be taken and considered merely as approximate. Provided, always, and it is further agreed, that Her said Majesty, from time to time during the progress of the works, may pay to the parties of the first part the whole or any portion of the ten per cent. so withheld and retained.

Secondly.—That if, by the report of the Engineer or Superintendent employed by the Minister in that behalf, it shall appear that the establishment and rate of progress at and in the said works are not such as to insure the completion of the same within the time herein prescribed, or if the parties of the first part shall persist in any course, violating the provisions of this contract, Her said Majesty shall have the power, at Her discretion, by the Minister aforesaid, or his successors in office, without previous notice or protest, and without process or suit at law, either to take the work, or any part thereof, out of the hands of the parties of the first part, and to relet the same to any other Contractor at Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools and other necessary things at the expense of the parties of the first part; and the parties of the first part in either case shall be liable for all damages and extra costs and expenditure which may be incurred by reason thereof; and shall in either of such cases likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them, herein contained.

Thirdly.—That in case of failure in the contract, the parties of the first part shall thereby forfeit all right and claim to the said ten per cent., or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

Fourthly.—That all materials for the said work shall be inspected and approved of before being used, either by the Minister or such person as he may appoint, and any materials disapproved of shall not be used in the work, and if not removed by the parties of the first part, when directed by the Minister, or his Engineer, or person in charge, then the rejected materials shall be removed by the Minister, his Engineer, or person in charge, to such place as he may deem proper, at the cost and charge, and at the risk of the parties of the first part; but it is distinctly understood and agreed, that the inspection and approval of materials, shall not in any wise subject Her said Majesty to pay for the said materials, or any portion thereof, unless employed or used in the said works, nor prevent the rejection afterwards of any portion thereof which may turn out unsound or unfit to be used in the work, nor shall such inspection be considered as any waiver of objection to the work on the account of the unsoundness or imperfection of the materials used.

Fifthly.—That it shall be in the power of Her said Majesty to make payments or advances on materials, implements, vessels or tools of any description, procured for the works, or used or intended to be used about the same, in such cases and upon such terms and conditions as to the said Minister may seem proper; and that whenever any advance or payment shall be made to the parties of the first part upon any tools, implements or materials of any description, the tools, implements or materials upon which such advance or payment shall be made, shall thenceforward be vested in and held as collateral security by Her Majesty, her heirs and successors, for the due fulfilment on the part of the parties of the first part of the present contract; it being, however, well understood that all such tools, implements or materials of any kind are to remain at the risk of the parties of the first part, who shall be responsible for the same until finally used and accepted as part of the work by the Minister, but the parties of the first part shall not presume to exercise any act of ownership or control whatever over any tools, implements or materials upon which any advance or payment shall have been so made, without the permission in writing of the Minister. The parties of the first part shall take upon themselves the entire risk of, and be answerable for all accidents and damages of any kind, which may occur during the performance of the contract, whether arising from fire, storms or otherwise. In case of damage to the works they shall repair and make good the same as soon as possible at their own cost and charge; and in respect of any other kind of accident or damage, they shall forthwith reimburse and compensate the injured parties, as the case may require, for all expenses, losses and injuries they may have sustained in consequence of such accident or damage.

Sixthly.—That should any foreman, overseer, mechanic or workman employed on or about the work, give any just cause of complaint, the parties of the first part shall immediately, upon the application of the Minister, his Engineer, or person in charge, dismiss such person or persons forthwith from the works, and he shall not be employed again thereon without the consent of the Minister; and should the parties of the first part continue to employ such foreman, overseer, mechanic or workman, the parties of the first part shall forfeit to Her Majesty, her heirs and successors, the sum of twenty dollars, current money aforesaid, for each and every day during which such foreman, overseer, mechanic or workman shall be employed on the works, after such application as aforesaid; and all sums so forfeited shall be deducted from and out of the amount which the parties of the first part may be entitled to receive from Her said Majesty at the commencement of the month next ensuing such forfeit, or at a later period, as Her Majesty shall deem proper.

A competent foreman to be kept on the ground during all the working hours, to receive the orders of the Engineer and Clerk of the Works; but should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he shall be discharged and another appointed in his stead; such foreman, in the absence of the parties of the first part, shall be considered as their lawful representative, and shall have full power to make alterations or deviations in any works that the Engineer may consider not in accordance with the contract.

With regard to the drawings, it is to be understood that wherever the dimensions are marked on the drawings or described on the specification, such dimensions are to be worked from, and considered correct, although not exactly corresponding with the admeasurements by scale, which are to be referred to only when the dimensions are not so marked or described on the drawings. Drawings to larger scales, and those shewing particular parts of the work, are to be taken as more correct than those to similar scales. It is to be understood that the parties of the first part shall execute the several parts of the work, in strict compliance with the working or detail drawings, which may from time to time be furnished; provided, always, that they are not at variance with the true intent and meaning of the original drawings.

Seventhly.—That if any change or alteration, either in position or details, of any part of the work, shall be required by the said Minister, during the progress thereof, the parties of the first part shall be bound to make such alteration or change, and if such alteration or change shall entail extra expense on the said parties of the first part, either in labor or materials, the same shall be allowed to the said parties of the first part: or, should it be saving to the said parties of the first part in either labor or materials, the same shall be deducted from the amount of this contract; in either case the amount is to be determined by the estimate made by the Minister, his Engineer, or officer in charge. But no such change or alteration, whatever may be the extent or quality thereof, or at whatever time the same may be required to be made, pending the said contract, shall in any wise have the effect of suspending, superseding, annulling or rescinding this contract, which shall continue to subsist, notwithstanding any such change or alteration; and every such change or alteration shall be performed and made by the said parties of the first part, under and subject to the conditions, stipulations and covenants herein expressed, as if such change or alteration had been expressed or specified in the terms of this contract; and should the said parties of the first part be required by Her Majesty, represented as aforesaid, to do any work, or furnish any materials, for which there is not any price specified in this contract, the same shall be paid for at the estimate price of the Engineer in charge of the works; but no change or alteration as aforesaid whatever and no extra work whatever shall be done without the written authority of the Engineer in charge, given prior to the execution of such work, nor will any allowance or payment whatever be made for the same, in case it should be done without such authority.

Eighthly.—That the parties of the first part shall not in any way dispose of, sub-let or re-let any portion of the work embraced in this contract, except the procuring of materials.

Ninthly.—Should any difference of opinion arise as to the construction to be put upon any part of the specifications or plans, the same shall be determined by the Minister alone, and such determination shall be final and conclusive, and binding upon the parties to this contract, and every of them.

Tenthly.—That any notice or other paper connected with these presents, which may be required or desired, on behalf of Her Majesty, to be served on the parties of the first part, may be addressed to the parties of the first part, at his or their domicile or usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office, and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

Eleventhly.—That should the parties of the first part not complete the work herein contracted for, at the period agreed upon as above mentioned, the said parties of the first part shall be liable for, and shall cause to be paid to the party of the second part, all salaries or wages which shall become due to the person or persons superintending the work on behalf of the said Minister, from the above named period for completion, until the same shall actually be completed and received.

Twelfthly.—That should the amount now voted for this service by Parliament be at any time expended previous to the completion of the work now contracted for, the said parties of the first part may or not, as may be seen fit, on receiving a notice in writing from the said party of the second part to the above effect, stop the work;

but in any case, the parties of the first part shall not be entitled to any further payment for work done after the service of the notice above referred to, until the necessary funds shall have been voted by Parliament; nor shall the said parties of the first part have any claim for compensation or damages for the said suspension of payment.

Thirteenthly.—In this agreement to the words “the parties of the first part” shall include and comprehend (where the context admits of it) the heirs, executors and administrators of each of the parties of the first part respectively.

Fourteenthly.—The specification marked “A,” and the Tender marked “C,” hereunto annexed, together with the plans or drawings of the said works so to be executed as aforesaid, and herein or therein referred to, and the Bill of Works marked “B,” also hereunto annexed, shall respectively be deemed taken and read as parts and parcels of this agreement, and shall be considered as if the same respectively were actually embodied herein.

In witness whereof, the parties of the first part, and the said Minister representing Her Majesty as aforesaid, have hereunto signed their Names and set their Seals, and the Secretary for the said Public Works hath also countersigned these Presents.

Signed and sealed by the said parties of the first part, in presence of	} (Signed) do	HENRY SIFTON. F. WARD.
(Signed) H. A. FISSIAULT.		

Signed and sealed by the said Minister of Public Works, and countersigned by the Secretary, in presence of	} (Signed) do	A. MACKENZIE. F. BRAUN, Secret. ry.
(Signed) H. A. FISSIAULT.		

CONTRACT No. 13.

CANADIAN PACIFIC RAILWAY, FINAL ESTIMATE.—Completion of work, Fort William to Sunshine Creek, July 1877.

Description of Works.	Quantities.	Rate.		Amount.	
		\$	cts.	\$	cts.
Clearing..... per acre.	56·03	20	00	1,120	60
Close cutting..... do	58·79	40	00	2,351	60
Grubbing (including side ditches)..... do	87·95	60	00	5,277	00
Fencing..... p.100 lin.ft	876·74	5	62	4,927	28
Solid rock excavation..... p. cub. yd.	24,294	1	25	30,367	50
Loose do..... do	40,141	0	50	20,070	50
Earth excavation (including borrowing)..... do	585,231	2	23	134,603	13
Excavation in off-take ditches beyond railway limits.. do	103,710	0	05	5,187	00
Under-drains..... p.100 lin.ft	147·69	50	00	7,384	50
Crib-work in abutments and piers of bridges (including timber and stone filling)..... p. cub. yd.	3,677	2	25	8,273	25
Rip-rap..... do	5,476	4	00	21,904	00
Bridge superstructure—Timber—100 ft span..... per span.	3	3,000	00	9,000	00
do do 80 do..... do	2	2,400	00	4,800	00
do do 60 do..... do	1	1,800	00	1,800	00
Square timber—16 in. by 12 in..... per lin. ft.	7,614	0	35	2,664	90
do 12 in. by 12 in..... do	57,011	0	30	17,103	30
do 12 in. by 6 in..... do	1,346	0	15	201	90
do 9 in. by 9 in..... do	41,648	0	15	6,247	20
do 9 in. by 8 in..... do	8,700	0	15	1,305	00
Piles, driven..... do	22,081	0	40	8,832	40
8 in. fluted timber..... do	7,015	0	15	1,052	25
Pine plank..... per M. b. m.	37,502	20	00	750	04
Sheet piling..... do	49,014	30	00	1,470	42
Wrought iron (including bolts, spikes, straps, &c.)..... per lb.	54,462	0	10	5,446	20
Cast iron..... do	21,896	0	07	1,542	72
Building supply road.....				358	00
Additional cartage on supplies.....				2,258	00
Expenditure caused by change of line, Fort William, westward.....				3,142	00
Extra haul.....				601	31
50 kgs of powder.....		4	00	200	00
12 in. x 16 in. square timber, at Town Plot..... per lin. ft.	26	0	28	7	28
12 in. x 12 in. do do..... do	1,775	0	21	372	75
Pine plank..... per M. b. m.	29,936	14	00	419	10
Timber in gallows frames in Howe truss bridges.....				318	60
Wages erecting same with 15 p.c added.....				634	50
Altering and finishing other bridges and culverts.....				1,186	64
Total value of work done at closing of contract.....				\$313,200	00

CONTRACT No. 13.

CANADIAN PACIFIC RAILWAY, FINAL ESTIMATE.—Completion, Grading, etc., from Fort William to Sunshine Creek, for month ending 31st July, 1873.

Description of Works.	Quantities.	Rates.		Amount.
		\$	cts.	\$ cts.
Fencing..... p. 100 l. ft.	1,700	5	62	95 54
Loose rock excavation..... p. cub. yd.	1,439	0	50	719 50
Earth excavation (including borrowing)..... do	13,962	0	23	3,211 26
Under-drains..... p. 100 l. ft.	131 48	.....	.....	6,574 00
Rip-rap..... p. cub. yd.	996	4	00	3,984 00
Square timber—12 in. by 12 in..... per lin. ft.	429	0	30	128 70
do 9 in. by 8 in..... do	816	0	15	122 40
do 9 in. by 6 in..... do	687	0	15	103 05
Piles, driven..... do	172	0	40	68 80
Pine plank..... p. M. b. m.	315	20	00	6 30
Wrought iron (including bolts, spikes, straps, etc).. per lb.	672	0	10	67 20
				15,080 75
Days' work.....				3,697 89
Total.....				\$18,778 64

OTTAWA, 19th January, 1876.

GENTLEMEN,—The Government having decided not to carry the railway the whole way to Shebandowan, but to make a departure from the line originally intended about 15½ miles to the east of the Lake, and run thence north-westerly to Lac des Mille Lacs, I deem it advisable to communicate with you on the subject, and to ascertain if you would be willing to construct the line to Lac des Mille Lacs under your contract, and for the same rates and prices as to Lake Shebandowan. The whole distance from Fort William to Lac des Mille Lacs will probably be about 66 miles.

You will be good enough to state, in reply, whether you would prefer finishing up your contract to the point of departure above referred to, 15½ miles east of Lake Shebandowan, or construct the same mileage towards Lac des Mille Lacs, from the point of departure on the new line, viz.: 15½ miles; or perform the whole bridging and grading works up to Lac des Mills Lacs.

An early reply is requested, as it is the intention of the Government to place under construction an additional section of the trunk line of railway, and I would wish to decide when this new section will commence.

Yours very truly,

(Signed) SANDFORD FLEMING,

Engineer-in-Chief.

SIFTON, WARD & Co.,
Contractors, 13th Contract.

P.S.—As yet no work of any kind has been done under your contract on the 15½ miles above referred to.

PETROLIA, 26th January, 1876.

DEAR SIR,—Yours relating to change of line 15½ miles east of Shebandowan is received. The questions involved are too important to be answered without consulting Mr. Sifton and Mr. Ward, both of whom are at Prince Arthur's Landing. I have communication with them, and at the earliest possible moment will answer. I trust there will be time for this.

Very truly yours,
(Signed) J. H. FAIRBANKS,
For SIFTON, WARD & Co.

SANDFORD FLEMING, Esq.,
Engineer-in-Chief, C. P. Railway,
Ottawa.

OTTAWA, 7th March, 1876.

GENTLEMEN,—Referring to my letter to you of the 19th January, and Mr. Fairbanks' reply of the 26th of that month.

Be good enough to let me know if you are yet in a position to give me a final reply with regard to the subject of my communication of the 19th January.

Yours truly,
(Signed) SANDFORD FLEMING.

SIFTON, WARD & Co.,
Contractors, 13th Contract.

OTTAWA, 15th March, 1876.

SIR,—I beg to enclose herewith a copy of a letter received from Sifton, Ward & Co., contractors, for grading the 13th Contract.

From this it will be seen that the contractors elect to end their contract at the point of departure from the old line to Shebandowan, 15½ miles east of that lake.

I am, etc.,
(Signed) SANDFORD FLEMING.

F. BRAUN, Esq., Secretary,
Department of Public Works.

PETROLIA, 7th March, 1876.

DEAR SIR,—I have received from Messrs. Sifton & Ward, at Prince Arthur's Landing, an answer to your enquiry of 19th January last, which answer is that they will not be willing to construct the line from the point of departure, 15½ miles east of Lake Shebandowan to Lac des Mille Lacs, at their contract prices, and that they elect to end their contract at the point of departure from the old line, that is 15½ miles east of Lake Shebandowan.

Very truly yours,
(Signed) J. H. FAIRBANKS,
For SIFTON, WARD & Co.

SANDFORD FLEMING, Esq.,
Engineer-in-Chief, C.P.R., Ottawa.

CONTRACT No. 14.

CANADIAN PACIFIC RAILWAY.—Rod River to Cross Lake—Tender for Works—Schedule of Quantities and Prices.
NAMES OF PARTIES WHO TENDERED AND THEIR PRICES.

Table with columns for Description of Work, and multiple columns for different contractors (Joseph Whitehead, Steacy & Steacy, Row, Wilson & Row, etc.) showing rates and amounts for various items like Acres clearing, Lineal feet fencing, etc.

"A."

14TH AND 15TH CONTRACTS.

Canadian Pacific Railway.—Grading and Bridging from Red River to Lake of the Woods.—Bills of Works, General Specifications and Conditions of Contract.

"B."

14TH CONTRACT.

Canadian Pacific Railway.—Bill of Works.—Red River to Cross Lake.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway, under the 14th Contract. Being all the bridging and grading, between Station 1235, near Red River, and Station 1940, near Cross Lake, a distance of about 77 miles; which work is to be executed under the General Specifications and Conditions of Contract appended hereto, and bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed:—

Approximate Quantities.		Description of Work.
1,000	Acres.	Clearing.
100	do	Cross-cutting.
200	do	Grubbing—including grubbing in side ditches.
200,000	Lineal feet.	Fencing.
10,000	Cubic yards.	Solid rock excavation—line cuttings.
3,000	do	Loose do do
1,000,000	do	Earth excavation—line and borrowing.
40,000	do	Off-take ditches—beyond railway limits. See Clause 13.
20,000	Lineal feet.	Under-drains.
3 Spans.	100 feet clear.	Howe truss bridges.
1 do	80 do	do
1 do	60 do	do
2,500	Cubic yards.	Crib-work in abutments and piers of bridges—timber and stone filling included.
1,200	do	Rip-rap.
2,400	Lineal feet.	Piles.
6,000	do	Timber 16 in. by 12 in., stringers for trestle-bridges and culverts.
55,000	do	Timber 12 in. square, in trestle-bridges, culverts and cattle-guards.
1,000	do	Timber, 12 in. by 6 in.
2,000	do	do 9 do 6 in.
24,000	do	8 in. flatted timber.
10,000	Feet B.M.	Hemlock or spruce plank.
8,000	do	Pine do
5,000	do	Hardwood do
20,000	lbs.	Wrought iron, including bolts, spikes, straps, &c.
3,000	do	Cast do

15TH CONTRACT.

Canadian Pacific Railway.—Bill of Works.—Cross Lake to Lake of the Woods.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 15th Contract, being all the bridging and grading between Station 1949, near Cross Lake, and Station O, near the eastern outlet of the Lake of the Woods, a distance of about 37 miles, which work is to be executed under the General Specifications and Conditions of Contract appended hereto, and bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
500	Acres.	Clearing.
20	do	Close-cutting.
50	do	Grubbing, including grubbing in side-ditches.
600,000	Cubic yards.	Solid rock excavation—line cuttings.
40,000	do	Loose do do
900,000	do	Earth excavation do and borrowing.
20,000	do	Off-take ditches, beyond railway limits. See Clause 13.
15,000	Lineal feet.	Under-drains.
1 span.	40 feet clear.	Howe truss bridge.
380	Cubic yards.	Crib-work in abutments and piers of bridges—timber and stone filling included.
550	Lineal feet.	Tunnelling for railway—sectional area, equal to 15 cubic yards to the lineal foot.
200	do	20 feet tunnels for streams—12 cubic yards per lineal foot.
160	do	16 do do 8 do do
320	do	12 do do 4 do do
450	do	8 do do 2 do do
1,300	do	6 do do 1 do do
1,000	Cubic yards.	Rip-rap.
3,000	Lineal feet.	Timber 16 in. by 12 in., stringers for trestle-bridges and culverts.
22,000	do	Timber 12 in. square, in trestle-bridges, culverts and cattle-guards.
1,000	do	Timber 12 inches by 6 inches.
6,000	do	do 9 do 6 do
8,000	do	8 in. flatted timber.
15,000	Feet B.M.	Hemlock or spruce plank.
10,000	do	Pine do
3,000	do	Hardwood do
5,000	lbs.	Wrought iron, including bolts, spikes, straps, &c.
1,000	do	Cast do

The foregoing Bills of Quantities are intended to embrace all the works specified and required in the Bridging and Grading to be executed under the Fourteenth and Fifteenth Contracts. The Contractors may, however, be required to extend the

Grading so as to connect with the navigation of Red River and of Lake of the Woods, or perform other works connected with the grading of these Sections, the precise nature and position of which cannot at present be defined.

The Profiles exhibited are prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment as well as reduction of work.

The quantities in these Bills are furnished for the purpose of giving an approximate idea of the nature and magnitude of the Contracts, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the Contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Thursday, the 18th day of March next:

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed Forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the seventy-second clause of the following general specification and conditions.

SANDFORD FLEMING,

Engineer-in-Chief.

PACIFIC RAILWAY OFFICE,
Ottawa, 25th February, 1875.

“ A ”

14TH AND 15TH CONTRACTS.

Canadian Pacific Railway,—General Specification for the construction of the work.

The Fourteenth Contract will be understood to begin at Station 1235, near the easterly bank of Red River, in the Province of Manitoba, and extend easterly to Station 1940, near Cross Lake, a distance of about seventy-seven miles, easterly from the place of beginning.

The Fifteenth Contract will be understood to begin at Station 1940, near Cross Lake, above mentioned, and extend about thirty-seven miles, easterly to Station O, near Rat Portage, at the outlet of the Lake of the Woods.

1. This specification refers to all works of construction and materials required in making and building the Railway up to formation level, and preparing it for the permanent way. It comprises clearing, close cutting, grubbing, fencing, excavation, draining, ditching, foundation works, wooden bridges, culverts and the superstructure of the bridges, together with all other works connected with the construction and completion of the line of railway, to which the Engineer may consider this specifi-

ation to be applicable. The intention being that the Contractors shall complete the road-bed of the railway and provide all material of every kind except the ties or sleepers, steel rails and their fastenings, the ballasting and the laying of the track.

CLEARING, ETC.

2. The clearing is embraced in the contract for the erection of the telegraph; but in the event of the Telegraph Contractor failing to execute this portion of the work, the Contractor for grading and bridging may be required and directed to do it; a price for clearing is therefore necessary.

3. Where the Railway passes through wooded sections the land must be cleared to the width of sixty-six feet on each side of the centre line, or such greater or lesser width, as the Engineer may direct.

4. The clearing is to be done so that all the brush, logs and other loose material within its limits will be burned. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods, must be dragged out and burned. The land when cleared must be left in a clean condition.

5. Where embankments are to be formed less than four feet and more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

6. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed and there piled. Directions will be given at the proper time, as to the extent of ground required to be cleared, close cut and grubbed. The side ditching must also be grubbed, but no grubbing will be paid for in borrowing pits.

FENCING.

7. The fence, wherever required, shall be a strong, well-built, heavy farm fence of approved design, thoroughly secured by stakes, riders, posts and yokes, or other means to prevent its removal by gales of wind or animals.

8. The farm gates will be light and strong, of an approved design, similar to those on the Intercolonial Railway.

9. The fencing to be thoroughly completed through all the cleared lands, and wherever it may be directed to be placed by the Engineer.

GRADING.

10. In woodland the grading will be commenced after the clearing, close cutting and grubbing required be completed to the satisfaction of the Engineer, and the Contractor will be held responsible for all damage to crops.

11. The width of embankments at sub-grade or formation level will be 17 feet. The width of cuttings will be not less than 22 feet. The slopes of earthwork will be made one and a-half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of six feet shall be left on the surface of the rock. The widths, slopes and other dimensions above defined may be varied by the Engineer at any time, to suit circumstances. And the Contractor shall not take out nor be paid for rock nor any other excavation beyond the slopes, without the express order, in writing, from the Engineer. In the event of a slide in a rock cutting after it is formed, the Contractor will remove the debris, and be paid for it as loose rock or as earth, according to the class to which it may appear to the Engineer to belong.

12. The material to be placed in the embankments must be approved by the Engineer, and in places where the natural surface of the ground upon which the

embankment is to rest, is covered with vegetable matter, which cannot be burned off in clearing, and which would, in the opinion of the Engineer, impair the work, the same must be removed to his entire satisfaction. All sloping ground covered with pasture shall be deeply ploughed over the base of the embankments before the latter are commenced.

13. In level prairie sections, it will be necessary to excavate off-take ditches for considerable distances to the right and left of the line. These ditches will generally be required in the lowest ground, where the material is frequently of a tough nature (locally known by the name of "Gumbo.") These off-take ditches must be of such widths and depths as may be required and directed. The sides shall be sloped one vertical to two horizontal, and the material shall be cast out so as to leave a berm of at least six feet between the deposit and the top of the slopes. A separate price for off-take ditches will be required in the tenders, and the quantities shall embrace all excavation in connection therewith, beyond the limits of the railway land.

14. All side-hill ground to be covered by embankments shall first be thoroughly underdrained as the Engineer may see expedient, and all cuttings after being formed, and all slopes likely to be affected by wet must be similarly underdrained, longitudinally or traversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made, a trench will first be dug to the depth of four feet on an average, and barely wide enough for a man to stand. In the bottom of this trench, three or four cedar or spruce poles from two to three inches in diameter will first be laid by hand, breaking joint, over the poles will then be placed not less than three feet of coarse gravel or broken stone not larger than ordinary road metal, over which will be deposited such material convenient to the place as the Engineer may approve of. The Contractor must find all the material required in these drains, do all the work described and remove the surplus earth. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water, and therefore they may in level cuttings be deeper at one end than at the other, but the average depth will in all cases be not less than four feet.

15. On the completion of the cuttings and the underdrains provided for in last clause, ditches for the removal of surface water shall be formed along each side at the bottom of the slopes, according to directions to be given. Catch-water ditches shall also be formed some distance back from the top of slopes, to exclude from the excavation any water flowing from the adjoining lands; the Contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the railway and works.

16. All open ditches in cuttings or elsewhere other than those referred to in clause 13, and all excavations required for turning, making or changing watercourses and which must be executed as may from time to time be directed, will be measured up and paid for as excavation according to its class, and all other excavations such as may be required in the formation in public roads, or in borrowing pits, or in grading depot grounds, turnouts or branches, and so much of foundation pits for bridges, &c., as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of the roadway, and must be executed and the material deposited according to the directions of the Engineer, and will be paid for at the same rate per yard as the ordinary excavation, according to its denomination. In foundation pits, where pumping or baling becomes necessary, all the excavation under water level shall be measured and reckoned at three times the price of earth excavation in order to cover the extra cost involved.

17. Excavation will be classed under three heads, viz: solid rock, loose rock and earth, and will be paid for according to the following definitions:

1st. All stones and boulders measuring more than 40 cubic feet, and all solid quarry rock shall be termed solid rock excavation.

2nd. All stones and boulders measuring more than 14 cubic feet, and all loose rock, whether in place or not in place, that may be removed with facility by hand,

pick and bar, without the necessity of blasting, shall be termed loose rock excavation.

3rd. All other excavation of whatever kind, with the exception of off-take ditches referred to in Clause 13, shall be termed earth excavation.

18. The contract price for these several classes of excavation shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than twelve hundred feet. For every hundred feet of haul over twelve hundred feet the Contractor will be allowed at the rate of one cent per cubic yard, that is to say in the event of the haul being in any case two thousand feet, eight cents per yard shall be added to the schedule rate.

19. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left, at the completion of the contract, at such heights, levels, widths and forms as directed by the Engineer.

20. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings, shall invariably be rounded and left from six to eight inches lower at the sides than on the centre line. In rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water channels, road-crossings, borrowing pits, or elsewhere, must be deposited in such places as the Engineer may direct. In cases where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, or from the sides of the road, or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express sanction. All borrowing pits shall, if required by the Engineer, be dressed to a good shape and properly drained; where material to make up embankments is taken from the side, a berm of at least 10 feet from bottom of slope of embankment shall remain untouched.

21. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the Engineer may direct that the embankments be increased in width with the surplus material; and when this is done to his satisfaction, the remainder, if any, may be wasted; but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

22. In cases where pitching or rip-rapping will be required, for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations may, with the approval of the Engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be paid for twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

23. Rip-rap work, wherever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and paid for by the cubic yard.

24. Roads constructed to and from any point on the line of Railway for the convenience of the Contractor, for the conveyance of material or otherwise, must be at his own risk, cost and charges, but the Contractor will not be required to purchase land for the railway track, for branches or for borrowing pits.

25. Wherever the line is intersected by public or private roads, the Contractor must keep open, at his own cost, convenient passing places; and he shall be held responsible for keeping all crossings, during the progress of the works, in such condition as will enable the public to use them in perfect safety, and such as will give rise to no just ground for complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men. At all public roads crossed on the level, the Contractor will be required to put in two substantial cattle-guards of wood of such dimensions as may be directed by the Engineer.

26. Whenever any material is met with in the excavations which the Engineer shall consider suitable and required for ballast, the same shall, at his discretion, be reserved for that purpose.

27. When slips occur in cuttings after they are properly formed, the material must be immediately removed by the Contractor, the slopes re-formed, and such precautions adopted as the Engineer may deem necessary. The contractor will be paid for the removal of slips as already provided.

28. In the event of earth excavation being proceeded with in winter, no snow or ice must be placed in embankments or allowed to be covered up in them, and all frozen earth must, as far as practicable, be excluded from the heart of embankments.

29. The Contractor shall, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing-pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, bridging, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

30. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible, in such cases the Engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

31. The prices stipulated for excavation of the several denominations, together with the price for haul in extreme cases, and the price for work in foundation pits under water level, shall be the total prices for excavating, loading, removing and depositing all the material. In a word, the rates and prices stipulated in the contract must be understood to cover every contingency; the furnishing of all labor, material, power and plant; the cost of finishing up cuts and embankments, the dressing and draining of borrowing pits, when required; the dressing of slopes to the required angle, and the completing of everything connected with the grading of road-bed in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

TUNNELS.

32. One or more short tunnels may be required for the line of railway through points of granite or gneiss rock near Rat Portage. Tunnels are also projected at various points where they may advantageously be adopted in place of ordinary structures for the passage of streams.

The "Line Tunnels" shall be formed to an exact minimum section hereafter to be furnished. For the purpose of tendering, the sectional area of "Line Tunnels" shall be calculated at 405 superficial feet, equal to 15 cubic yards to the lineal foot of tunnel. The "Stream Tunnels," where formed, shall be driven through the solid rock which, in some places, forms the sides of ravines, they must be formed in the manner to be pointed out in each case. Open cuttings at the end will be excavated to give an easy flow to water; these open cuttings may be slightly curved, but the tunnels proper must be perfectly straight from end to end, with the sides as smooth as practicable. The up-stream ends in each tunnel must generally be one foot lower than the bed of the stream opposite, and they must be driven with a proper inclination. Care must be taken to leave a solid pillar of rock between the tunnel and the side of the ravine equal (except in special cases) to not less than about double the diameter of the tunnel. The open cuttings which form the outlets and the inlets of tunnels shall be measured and paid as ordinary excavation, according to the classification, the material excavated from them to be placed in the embankments or as may be directed. The tunnels shall be paid for by the lineal foot, and the price must cover all cost of pumping, bailing, draining, &c., which may be necessary. The tunnels required will be of the following general dimensions:—

	Sectional Areas.			Lineal Foot of Tunnel.		
Twenty feet	Tunnels,	324	superficial feet	equals	12	cubic yards.
Sixteen feet	do	216	do	do	8	do
Twelve feet	do	108	do	do	4	do
Eight feet	do	54	do	do	2	do
Six feet	do	27	do	do	1	do

STRUCTURES.

33. The structures for the passage of streams will all be built of the most suitable wood to be found in the country. Character and quality to be approved by the Engineer. The several structures are intended to be built according to the following specification and the drawings referred to: but the character of the designs may be changed to suit circumstances.

34. General Drawings Nos. 1 to 9, inclusive, show the kind of structures to be erected for the passage of the smaller streams under the railway.

Drawing	No. 1,	for embankments	2 feet high.
do	No. 2,	do	4 do
do	No. 3,	do	6 do
do	No. 4,	do	8 do
do	No. 5,	do	10 do
do	No. 6,	do	15 do
do	No. 7,	do	20 do
do	No. 8,	do	25 do
do	No. 9,	do	30 do

35. No. 1 will be composed of two bents framed together in the manner shewn in the drawing, having cap and mud-sills framed into posts and braces, and pinned as shewn. These bents will be placed in trenches—previously excavated—10 feet apart, and at least 4 feet in the ground, and when properly levelled as to grade height, &c., the earth will then be firmly packed round them. These bents will be spanned by stringers 16 inches by 12 inches, and bolted by inch bolts—with washers—to the cap sills. The bank stringers will be 12 inches by 12 inches. The whole then covered by ties 9 inches by 8 inches, and of the lengths shewn in the plan.

36. No. 2 will be similar in every respect to No. 1, except as to height of bents. See drawing.

37. No. 3 will be composed of four bents; each bent will have cap and mud-sills 12 inches by 12 inches, and four posts 12 inches by 12 inches and two braces 12 inches by 12 inches, all framed together and pinned in the manner shewn. There will be two diagonal braces of 9 inches by 6 inches placed in each bent in the manner shewn, and bolted to the frames by inch iron bolts with washers under the heads and nuts of bolts, seven bolts to each brace. Trenches will be dug for the reception of these bents 11 feet centre to centre and 4 feet deep, and when the bents have been levelled up to grade height and placed in line, the earth will then be tamped firmly round them. Stringers of 16 inches by 12 inches must be provided and bolted to cap sills by inch iron bolts and washers. The bank stringers will be 12 inches by 12 inches; the whole structure will then be covered with special ties 9 inches by 8 inches as shewn.

38. Nos. 4 to 9 will be similar to No. 3 already described. No. 6 will have six bents, No. 7 eight bents, No. 8 eight bents, and No. 9 ten bents, and they will increase in height according to the height of the bank. In cases where stringers cannot be procured long enough to span the entire number of bents, as in the cases of Nos. 6, 7, 8 and 9, then the stringers may be joined either by butt joint on corbells resting on cap-sills, or be allowed to overlap each other on cap-sills, all being firmly bolted to cap-sills.

39. Wherever the circumstances of the case require the adoption of bridges on piles, they will be erected according to the following or another approved plan.

Trenches will first be excavated to the depth of the beds of the streams. Each bent will be composed of 4 piles, driven perpendicularly, together with 2 spur piles, as shown in the drawing. The piles are to measure at the butt or larger end not less than 12 nor more than 17 inches in diameter, exclusive of bark. They must be perfectly sound and straight, and be of such lengths as circumstances may require. The piles must be driven by a hammer weighing 1,500 lbs. or upwards until they reach perfectly firm ground. They will generally be tested by the hammer falling 30 feet at the last blow. Care must be taken to have them driven truly, so that the caps, waling pieces and braces may be properly framed and bolted to them. The spur piles must be curve-pointed, so that as they are driven they will gradually come into their places and butt against the piles and be bolted to the same, with two bolts to each spur pile. Before being driven the piles must be sawed or chopped off square at the butt, and tapered to a blunt point at the smaller end. Should there appear to be any danger of splitting, the heads must be bound with iron hoops, and if necessary the points must also be properly shod. The stringers must be double, 12 inches by 16 inches, bolted together and resting on corbells, and be bolted securely to corbells and caps. The stringers must be of as long lengths as possible, and to break joint alternately inside and out. The bank stringers will be 16 inches by 12 inches. The whole to be covered by special ties 9 inches by 8 inches as shown.

40. The railway will be carried over the Brokenhead River, the White Mouth, the Bog, and other water channels, by timber bridges. The abutments and piers will be built of crib work filled with stone. The cribs must be constructed in the most substantial manner of the most suitable timber to be found in the vicinity, outside timbers to be not less than 12 inches square, dovetailed at the angles, and properly pinned with hardwood pins; the ties may be of suitable round timber, dovetailed into face timbers and pinned. The sloping faces of the cut waters to piers must be of double timber, dove-tailed at angles, and chamfered off to the inclination of the cut water face, the two faces of the cut waters will then be sheathed with hardwood plank, 3 inches thick. The whole of the abutments and piers to be finished in accordance with the plans and to the satisfaction of the Engineer.

41. The superstructure of bridges will be of the most approved Howe truss pattern, built of pine, with white oak keys, cast iron prisms and wrought iron rods, the whole to be first-class material and workmanship. Detail drawings will be prepared during the progress of the work by the Engineer to suit each span or bridge, and to which the Contractor must work. These bridges must be executed in a thoroughly substantial and workmanlike manner, and shall be completed in every respect, except painting, which will not be included in the present contract.

42. The bridges over the Red River and River Winnipeg will not be included in these contracts.

FOUNDATIONS.

43. Foundation pits must be sunk to such depths as the Engineer may deem proper for the safety and permanency of the structure to be erected; they must in all cases be sunk to such depths as will prevent the structures being acted on by the frost. The material excavated therefrom to be deposited in embankment, unless the Engineer direct otherwise.

MISCELLANEOUS WORK.

44. In order to prevent delay it is intended to build all the structures in the first place of timber, but should it be practicable to insert structures of masonry at one or more places without interfering with the progress of the work, and it appear expedient to do so, the Engineer may be authorized to substitute masonry for wooden structures. In such cases the masonry shall be erected under the following clause:—

45. If any work or service be required to be done, which in the opinion of the Engineer does not come within the class of work to be measured under these speci-

cations, he shall be at liberty to direct the Contractor to perform the same by day's labor, and the Contractor when required by him shall supply such force as the Engineer may direct, and the Contractor shall perform such work, and he shall be paid the reasonable and actual wages of such force as ascertained by time-keeper and pay-sheet, together with fifteen per cent. for the use of tools and profit. The Engineer shall be at liberty to discharge any bad or unsuitable workmen who may be placed at day's labor work and the work so performed shall be subject to his approval before payment therefor.

CONDITIONS OF CONTRACT.

The following are the conditions under which each contract shall be entered into and completed :—

46. At any time before the commencement or during the construction of any portion of the work, the Engineer, under the authority of the Minister of Public Works, will be at perfect liberty to make any changes or alterations which he may deem expedient in the grades, the line of location, the width of cuttings or fillings, the dimensions or character of structures, or in any other thing connected with the works, whether or not such changes increase or diminish the quantities of work to be done. The Contractor will be paid for the work actually executed by him, under the Engineer's directions and to his satisfaction, at the prices stipulated in the contract, but he will not be entitled to any additional allowance by reason of any changes or alterations referred to.

47. Should any work, material, or thing of any description whatsoever be omitted from the specification or contract, which in the opinion of the Engineer is necessary or expedient to be executed, the Contractor shall, notwithstanding said omission, upon receiving written directions from the Engineer, perform the same, and the payment therefor shall be at the price for such work given in the schedule of prices; or if no price be given therefor, at such price as the Engineer may consider just and reasonable.

48. It is intended that every allowance to which the Contractor is fairly entitled, will be embraced in the Engineer's monthly certificates; but should the Contractor at any time have claims of any description which he considers are not included in the progress certificates, it will be necessary for him to make and repeat such claims in writing to the Engineer within fourteen days after the date of each and every certificate in which he alleges such claims to have been omitted.

49. The Contractor in presenting claims of the kind referred to, must accompany them with satisfactory evidence of their accuracy, and the reason why he thinks they should be allowed him. Unless claims are thus made during the progress of the work, within fourteen days as in the preceding clause, and repeated every month until finally adjusted, it must be clearly understood that they shall be forever shut out.

50. Cash payments will be made every month on the certificate of the Engineer, equal to about 90 per cent. of the value of the work done, approximately made up from returns of progress measurements and computed at the prices stipulated in the contract. On the completion of the work to the satisfaction of the Engineer, the quantities will be carefully made up from exact final measurement, and a certificate will be given thereon, but a final and closing certificate, including the 10 per cent. retained, will not be granted for a period of two months thereafter.

51. The progress measurements and progress certificates shall not in any respect be taken as an acceptance of the work or a release of the Contractor from his responsibility in respect thereof, but he shall at the conclusion of the work deliver over the same in good order, according to the true intent and meaning of the contract and specification.

52. The Contractor shall respect and preserve in their true and original position, all bench marks, hubs, all centre, slope, reference and all other stakes and marks

placed or made by the Engineer, on or near the line of work; he shall adopt every means in his power to prevent their being burnt in the clearing, or altered, removed or destroyed at any time; and whenever required by the Engineer, he shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

53. The Contractor shall employ as many competent agents and foremen on the whole works as may be considered requisite by the Engineer; and the said foremen shall be regularly and constantly present on the works for the purpose of effectually overseeing the same, and of receiving instructions from the Engineer.

54. The Engineer shall have full power to dismiss any foreman or workman whom he may deem unfit for the duties assigned him, or who may, in the opinion of the Engineer, be guilty of slighting the work, or of wilful disobedience of orders, or of improper intemperate or disorderly conduct; and the Contractor shall supply the places of all such men so dismissed, without delay, and he shall not employ them again on the works.

55. The Contractor is bound by the general conditions of the specification to provide all proper tools and plant for the execution of the work, and is responsible for the sufficiency of the same; he must also take upon himself the entire responsibility of the centring, scaffolding, and all other means used for the fulfilment of the contract, whether such means may or may not be approved of or recommended by the Engineer; and the Contractor must run all risks of accidents or damages from whatsoever cause they may arise until the completion of the contract.

56. The Contractor shall, subject to the approval of the Engineer as to the same, but at his own cost, make all necessary temporary provision during the progress of the works for land owners crossing the line of railway, and he shall provide the necessary accommodation for the passage of the public at the intersection of public roads. He shall also, at his own cost, make such provision until the fences be erected, as may be necessary to prevent the straying of cattle where the fields in settlements are entered upon.

57. The Contractor shall be responsible for all damages to land owners arising from loss of crops, or cattle, or injury thereto, respectively sustained by any cause or thing connected with the construction of the work, or through any of his agents or workmen, and he shall be held responsible for all damages which may be done to property or persons through the blasting of rocks or other operations carried on by him, and he must assume all risks and contingencies, whether from fire, water, or any other cause whatever, that may arise during the progress of the works, and he must make good, at his own cost, all defects and failures, whether from negligence on the part of himself or workmen, or from bad workmanship, or from the use of improper materials, and he shall hold harmless and indemnify Her Majesty of and from any claims, losses or damages in respect thereof.

58. The Contractor shall not permit, allow, or encourage the sale of any spirituous liquors on or near the line of railway.

59. No work whatever shall at any time or place be carried on during the Sunday, and the Contractor shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

60. The Contractor shall by himself, his agents and workmen faithfully carry on the works until completion, and no sub-contract, assignment, or transfer shall in any way be recognized.

61. In the event of any bad material being delivered or any bad work being executed at any time, the same shall be immediately removed on notice being given by the Engineer, and the work shall be reconstructed with strict conformity with the true meaning of the specification and to the entire satisfaction of the Engineer.

62. The Government reserves the right to suspend operations at any particular point or points, and in the event of such right being exercised so as to cause any delay to the contractor, then an extension of time equal to such delay or detention shall be allowed him to complete the contract, but any such delay shall not entitle the Contractor to any claim for damages.

63. If at any time during the progress of the works, it should appear to the Engineer that the force employed, or the rate of progress then being made, or the general character of the work being performed, or the material supplied or furnished are not respectively such as to ensure the completion of the said works within the time stipulated or in accordance with the contract, the Government shall be at liberty to take any part of the whole works out of the hands of the Contractor, and employ such means as they may see fit to complete the works at his expense, and he shall be liable for all extra expenditure incurred thereby; or the Government shall have power, if it may be deemed advisable, to nullify the contract.

64. Should the Contractor become insolvent or bankrupt, or embarrassed in circumstances, and therefore unable in the opinion of the Government properly to proceed under the contract, the Government shall be at liberty to nullify the contract.

65. Should the Contractor pursue any course violating any of the provisions of the contract, or the evident import of the same, the Government shall have power to nullify the contract.

66. Whenever it may become necessary to take any portion or the whole work out of the hands of the Contractor, or to nullify the contract, the Government shall give the Contractor seven days clear notice in writing of their intention, such notice being signed by the Secretary of the Department of Public Works, and the Contractor shall thereupon give up quiet and peaceable possession of the works as they then exist, as well as all material or plant which he may have been furnishing or using; and without any other or farther notice or process or suit at law, or other legal proceedings of any kind whatever, or without its being necessary to place the Contractor *en demeure*, the Government in the event of their nullifying the contract may forthwith or at their discretion, proceed to relet the same, or any part thereof, or employ additional workmen, tools and materials, as the case may be, and complete the works at the expense of the original Contractor, who shall be liable for all extra expenditure which may be incurred thereby, and the Contractor, and his assigns or creditors, shall forfeit all right to the percentage retained and to all money which may be due on the works, and to the deposit stipulated for in the 68th Clause, and he shall not molest or hinder the men, agent, or officers of the Government, from entering upon and completing the said work as the Government may deem expedient.

67. Any notice or other matter under or connected with the contract may be served on the Contractor either at his usual domicile or at his last known place of business by being left at the Post Office, and shall be deemed to be thereby legally served.

68. If at any time it shall appear to the Engineer that the security of the works is endangered, or the peace of the neighbourhood is likely to be disturbed, or any other difficulty likely to arise by reason of the men being left unpaid, the Government may pay any arrears of wages so far as they may ascertain the same to be due on the best information they may obtain, and charge the same as payment on account of the contract.

69. The Contractor shall perform and execute all works required to be performed in the specification and contract in a good, faithful, substantial, and workmanlike manner, and in strict accordance with the plans and specifications thereof and with such instructions as may be from time to time given by the Engineer, and shall be under the direction and constant supervision of such District, Division, and Assistant Engineers and Inspectors as may be appointed. All the works are to be executed and material supplied to the Engineer's entire satisfaction; he is to be the sole judge of the work and material in respect both to quantity and quality, and his decision on all questions in dispute with regard to the works or materials, or as to the meaning or interpretation of the specification or the plans, or points not provided for, or not sufficiently explained in the plans or specification, is to be considered final and binding on all parties.

70. The term "Engineer" made use of in the specification and contract, and in any or all the conditions thereof, must be understood to mean "The Engineer-in-

Chief," or some one of his assistants acting directly under his authority and instructions, and all instructions or directions given by those acting for him or under his authority will be subject to his approval.

71. Tenders will not be considered, unless made strictly in accordance with the printed forms, and—in case of firms—except there are attached the usual signatures of each member of the same.

72. For the due fulfilment of these contracts, satisfactory security will be required by deposit of money, public or municipal securities, or bank stock to the amount of twenty-five thousand dollars in the case of the Fourteenth Contract, and fifty thousand dollars in the case of the Fifteenth Contract.

73. To each Tender must be attached the usual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of these conditions, as well as the due performance of the works embraced in the contract.

74. The works are to be commenced as soon as practicable after the person or persons whose "Tender" may be accepted, shall have entered into contract, and must be proceeded with in such a manner as to secure the laying of the rail track between Red River and Cross Lake (the 14th Contract), by the 1st day of August, in the year 1876, and between Cross Lake and Lake of the Woods (the 15th Contract), by the first day of July, 1877.

(Signed) SANDFORD FLEMING,

Engineer-in-Chief.

Pacific Railway Office,
Department of Public Works,
Ottawa, 25th February, 1875.

—
"C".—CONTRACT No. 14.
—

CANADIAN PACIFIC RAILWAY.—RED RIVER TO CROSS LAKE.
—

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation and grading required to be done on the line between Red River and Cross Lake, in length about 77 miles, within the time and upon the terms and conditions stipulated in the Specification bearing date 25th February, 1875, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of four hundred and two thousand nine hundred and fifty dollars.

And I (or we) further agree that all additions to, and alterations and omissions in the works contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.	Description of Work.	Rate.	Amount.	
		\$ cts.	\$ cts.	
1,000	Acres clearing	per acre	5 00	5,000 00
100	do close cutting.....	do	40 00	4,000 00
200	do grubbing (including side ditches).....	do	60 00	12,000 00
200,000	Lineal feet fencing	p. 100 lin. ft.	6 00	12,000 00
10,000	Cubic yards solid rock excavation.....	p. cub. yd.	2 00	20,000 00
3,000	do loose do	do	1 00	3,000 00
1,000,000	do earth excavation (including borrowing)	do	0 26	260,000 00
40,000	do excavation in off-take ditches beyond railway limits.....	do	0 23	9,200 00
20,000	Lineal feet under-drains	p. 100 lin. ft.	50 00	10,000 00
3 spans.	100 feet clear, Howe truss bridges	per span.	4,000 00	12,000 00
1 do	80 do do	do	3,000 00	3,000 00
1 do	60 do do	do	2,500 00	2,500 00
2,500	Cubic yards crib-work in abutments and piers of bridges, (including timber and stone filling).....	p. cub. yd.	3 00	7,500 00
1,200	Cubic yards rip-rap.....	do	4 00	4,800 00
2,400	Lineal feet piles.....	per lin. ft.	0 50	1,200 00
6,000	Lineal feet timber, 16 inches by 12 inches, stringers for trestle bridges and culverts.....	do	0 60	3,600 00
55,000	Lineal feet timber, 12 inches square, in trestle bridges, culverts and cattle guards.....	do	0 40	22,000 00
1,000	Lineal feet timber, 12 inches by 6 inches	do	0 25	250 00
2,000	do do 9 do 6 do	do	0 25	500 00
24,000	Lineal feet 8 inch flatted timber.....	do	0 20	4,800 00
10,000	Feet B. M. hemlock or spruce plank.....	p. M. b. m.	0 50	500 00
8,000	do pine plank.....	do	0 50	400 00
5,000	do hardwood plank.....	do	0 50	250 00
20,000	Lbs. wrought iron, including bolts, spikes, straps, &c.	per lb.	0 20	4,000 00
3,000	Lbs. cast iron	do	0 15	450 00
	Total amount.....			\$402,950 00

And in case this Tender shall be accepted, we hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the Seventy-second Clause of the Specification, with regard to money deposit; and we offer as sureties for the carrying out of all the conditions as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	HENRY SIFTON, London;
		"	F. WARD Oil Refiner, Wyoming.
Signatures and Residences of Securities.	{	"	JOHN W. SIFTON, London City;
		"	THOS. COCHRAN, Oil Refiner, Petrolia, Ont..

Dated at Ottawa the Seventeenth day of March, 1875.

Articles of Agreement, entered into on the third day of April, in the year of Our Lord one thousand eight hundred and seventy-five, and made in duplicate between Henry Sifton, of the City of London, in the County of Middlesex, in the Province of Ontario, Contractor, and Frank Ward, of the Village of Wyoming, in the County of Lambton, in the said Province, oil refiner, carrying on together the business of Contractors, as partners, under the name, style and firm of "Sifton & Ward," of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of the Dominion of Canada, of the second part; Witness, that the parties of the first part hereby bind and oblige themselves to and in favor of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary tools, implements and materials whatsoever, and to perform, construct, complete and finish, in every respect, to the satisfaction of the said Minister, in a good, substantial and workmanlike manner, agreeably to the true intent and meaning of the specification hereunto annexed, marked "A," and in accordance with the plans remaining on record in the Department of Public Works, where reference thereto may be had.

All the works required in and for the clearing, close cutting, grubbing, fencing, excavation, draining, ditching, foundation works, wooden bridges, culverts and the superstructure of bridges, and all other works proposed to be made on that certain portion of the Canadian Pacific Railway which may be designated as the line of railway between Red River and Cross Lake, beginning at Station 1,235, near the easterly bank of Red River, in the Province of Manitoba, and extending easterly to Station 1,940, near Cross Lake, a distance of about seventy-seven miles easterly from the place of beginning, as may be directly or indirectly connected with the building, making and forming the contemplated railway up to formation level, and preparing it for the permanent way; or, in other words, for completing the road-bed of the railway, and providing all materials of every kind, except the ties or sleepers, steel rails and their fastenings, the ballasting, and the laying of the track. The parties of the first part may, however, be required to extend the grading so as to connect the above works with the navigation of Red River, or to perform other works connected with the grading of this section as the said Minister may hereafter determine; the said Minister reserves the right of varying the location and altering the works with a view of obtaining improved gradients and alignment as well as reduction of work; such variations or alterations, however, shall not have the effect of invalidating in any way this contract. The whole to be completed and finished, and to be in every respect ready for use, on or before the first day of August, A.D. one thousand eight hundred and seventy-six, time being material and of the essence of this contract.

In consideration whereof, Her Majesty Queen Victoria, represented by the said Minister as aforesaid, doth hereby promise and agree to pay to the parties of the first part, or to the heirs, assigns, or lawful representatives of the parties of the first part (according to the provisions of the Act thirty-first Victoria, Chapter twelve), that is to say: The several rates and prices mentioned in the Tender of the said parties of the first part (a copy of which Tender, marked "C," is hereunto annexed), which rates or prices applied to the approximate quantities given in the Bill of Works, marked "B," annexed to the hereinbefore-mentioned specification, and in the said Tender, amount in the aggregate to the sum of four hundred and two thousand nine hundred and fifty dollars (\$402,950) of lawful money of Canada, subject to the agreements following:

But it is hereby expressly agreed and understood that all additions to and alterations and omissions in the works or quantities of work herein contracted for, whether above or below the quantities furnished as aforesaid (which are only approximate and given in order to admit of comparison of the tenders), shall hereafter be ascertained and shall be valued by the Government Engineer or officer in charge of the works, and added to or deducted from the above-mentioned amount, as the case may be, and shall be paid for according to the several rates or prices set opposite to each description of work in the said Tender, and agreeably to the several provisions of the said specification having reference to payment, and that the amount so

altered and valued by the Government Engineer or officer shall be considered and settled as the true amount of this contract.

It is hereby further agreed that if any work or service be required to be done by the said parties of the first part, which, in the opinion of the Government Engineer, does not come within the class of work to be measured under these specifications, the said Engineer shall be at liberty to direct the parties of the first part to perform the said works and service by days' labor; and that Her Majesty shall pay for such work or service as provided for in the 45th section of the said annexed specification.

And it is hereby further agreed upon that for securing the due performance of this contract by the said parties of the first part, the sum of twenty-five thousand dollars of lawful money of Canada, either in Bank deposit receipts or securities to the cash value of the said sum approved of by the said Minister of Public Works of Canada, shall, within one calendar month, be deposited to the credit of the Receiver-General of Canada, the same to be disposed of by the said Minister of Public Works for making good any defaults of the said parties of the first part in fulfilling this contract; but in no event shall Her Majesty or the Dominion of Canada be liable for any interest on this deposit.

And the said parties of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant and agree that the said contract and undertaking shall be and is further made and entered into by the said parties of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants and conditions following, that is to say:—

FIRSTLY.—That payments of the price hereinafter mentioned, shall be made to the parties of the first part within ten days after an estimate of the Engineer or officer in charge shall have been received by the Minister, specifying the amount of work done to the satisfaction of the said Minister, or his successors in office, or his Engineer, or person in charge of the works, during the month then ended; but that, nevertheless, it shall be lawful for Her Majesty to withhold from the parties of the first part and retain ten per cent. out of the amount of the several estimates until the perfect completion of the work, and the acceptance of the same by the Minister, which ten per cent. so withheld and retained shall be paid with the last instalment, within ten days after the engineer or officer in charge shall have delivered to the Minister his final estimate of the work performed, with detailed measurements, of the weights, &c., and the materials furnished, in virtue of these presents, and his certificate of the work having been fully completed and finished, if the Minister shall so soon have accepted and approved of the work; and that in forming his final estimate, the Engineer, or other officer shall not be bound or governed by the preceeding monthly estimates, which shall be taken and considered merely as approximate. Provided always, and it is further agreed, that Her said Majesty, from time to time during the progress of the works, may pay to the parties of the first part the whole or any portion of the ten per cent. so withheld and retained.

SECONDLY.—That if by the report of the Engineer or Superintendent employed by the Minister in that behalf, it shall appear that the establishment and rate of progress at and in the said works are not such as to insure the completion of the same within the time herein prescribed, or if the parties of the first part shall persist in any course, violating the provisions of this contract, Her said Majesty shall have the power, at Her discretion, by the Minister aforesaid, or his successors in office, without previous notice or protest, and without process or suit at law, either to take the work, or any part thereof, out of the hands of the parties of the first part, and to re-let the same to any other Contractor or Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools and other necessary things at the expense of the parties of the first part; and the parties of the first part in either case shall be liable for all damages, and extra costs and expenditure, which may be incurred by reason thereof; and shall in either of such cases

likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.

THIRDLY.—That in case of failure in the contract, the parties of the first part shall thereby forfeit all right and claim to the said ten per cent., or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

FOURTHLY.—That all materials for the said work shall be inspected and approved of, before being used, either by the Minister, or such person as he may appoint, and any materials disapproved of shall not be used in the work, and if not removed by the parties of the first part, when directed by the Minister, or his Engineer, or person in charge, then the rejected materials shall be removed by the Minister, his Engineer, or person in charge, to such place as he may deem proper, at the cost and charge, and at the risk of the parties of the first part; but it is distinctly understood and agreed, that the inspection and approval of materials shall not in any wise subject Her said Majesty to pay for the said materials, or any portion thereof, unless employed or used in the said works, nor prevent the rejection, afterwards, of any portion thereof which may turn out unsound or unfit to be used in the work, nor shall such inspection be considered as any waiver of objection to the work on the account of the unsoundness or imperfection of the materials used.

FIFTHLY.—That it shall be in the power of Her said Majesty to make payments or advances on materials, implements, vessels or tools of any description, procured for the works, or used or intended to be used about the same, in such cases and upon such terms and conditions as to the said Minister may seem proper; and that whenever any advance or payment shall be made to the parties of the first part, upon any tools, implements or materials of any description, the tools, implements or materials upon which such advance or payment shall be made, shall thenceforward be vested in and held as collateral security by Her Majesty, Her heirs and successors, for the due fulfilment of the parties of the first part, of the present contract; it being, however, well understood that all such tools, implements or materials of any kind, are to remain at the risk of the parties of the first part, who shall be responsible for the same, until finally used and accepted as part of the work by the Minister; but the parties of the first part shall not presume to exercise any act of ownership or control whatever over any tools, implements or materials upon which any advance or payment shall have been so made, without the permission in writing of the Minister. The parties of the first part shall take upon themselves the entire risk of, and be answerable for all accidents and damages of any kind, which may occur during the performance of the contract, whether arising from fire, storms or otherwise. In case of damage to the works, they shall repair and make good the same as soon as possible at their own cost and charge; and in respect of any other kind of accident or damage, they shall forth with reimburse and compensate the injured parties as the case may require for all expenses, losses and injuries they may have sustained in consequence of such accident or damage.

SIXTHLY.—That should any foreman, overseer, mechanic or workman employed on or about the work give any just cause of complaint, the parties of the first part shall, immediately upon the application of the Minister, his Engineer or person in charge, dismiss such person or persons forthwith from the works, and he shall not be employed again thereon, without the consent of the Minister; and should the parties of the first part continue to employ such foreman, overseer, mechanic or workman, the parties of the first part shall forfeit to Her Majesty, Her heirs and successors, the sum of twenty dollars, current money aforesaid, for each and every day during which such foreman, overseer, mechanic or workman, shall be employed on the works, after such application as aforesaid; and all sums so forfeited shall be deducted from and out of the amount which the parties of the first part may be entitled to receive from Her said Majesty at the commencement of the month next ensuing such forfeit, or at a later period, as Her Majesty shall deem proper.

A competent foreman to be kept on the ground during all the working hours, to receive the orders of the Engineer and Clerk of the Works; but should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly,

he shall be discharged, and another appointed in his stead; such foreman, in the absence of the parties of the first part shall be considered as their lawful representative, and shall have full power to make alterations or deviations in any works that the Engineer may consider not in accordance with the contract.

With regard to the drawings, it is to be understood, that wherever the dimensions are marked on the drawings or described on the specification, such dimensions are to be worked from and considered correct, although not exactly corresponding with the admeasurements by scale, which are to be referred to only when the dimensions are not so marked or described on the drawings. Drawings to larger scales, and those showing particular parts of the work, are to be taken as more correct than those to similar scales. It is to be understood that the parties of the first part shall execute the several parts of the work in strict compliance with the working or detail drawings which may from time to time be furnished; provided always, that they are not at variance with the true intent and meaning of the original drawings.

SEVENTHLY.—That if any change or alteration, either in position or details of any part of the work shall be required by the said Minister, during the progress thereof, the parties of the first part shall be bound to make such alteration or change, and if such alteration or change shall entail extra expense on the said parties of the first part, either in labour or materials, the same shall be allowed to the said parties of the first part, or, should it be saving to the said parties of the first part in either labour or materials, the same shall be deducted from the amount of this contract; in either case the amount is to be determined by the estimate made by the Minister, his Engineer or officer in charge. But no such change or alteration, whatever may be the extent or quality thereof, or at whatever time the same may be required to be made, pending the said contract, shall in any wise have the effect of suspending, superseding, annulling or rescinding this contract, which shall continue to subsist, notwithstanding any such change or alteration; and every such change or alteration shall be performed and made by the said parties of the first part, under and subject to the conditions, stipulations and covenants herein expressed, as if such change or alteration had been expressed or specified in the terms of this contract; and should the said parties of the first part be required by Her Majesty, represented as aforesaid, to do any work, or furnish any materials for which there is not any price specified in this contract, the same shall be paid for at the estimate price of the Engineer in charge of the works; but no change or alteration as aforesaid whatever, and no extra work whatever, shall be done without the written authority of the Engineer in charge, given prior to the execution of such work, nor will any allowance or payment whatever be made for the same, in case it should be done without such authority.

EIGHTHLY.—That the parties of the first part shall not in any way dispose of, sub-let or re-let any portion of the work embraced in this contract, except the procuring of materials.

NINTHLY.—Should any difference of opinion arise as to the construction to be put upon any part of the specifications or plans, the same shall be determined by the Minister alone, and such determination shall be final and conclusive, and binding upon the parties to this contract, and every of them.

TENTHLY.—That any notice or other paper connected with these presents, which may be required or desired, on behalf of Her Majesty, to be served on the parties of the first part, may be addressed to the parties of the first part, at his or their domicile or usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office, and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

ELEVENTHLY.—That should the parties of the first part not complete the work herein contracted for, at the period agreed upon as above mentioned, the said parties of the first part shall be liable for, and shall cause to be paid to the party of the second part, all salaries or wages which shall become due to the person or persons superin-

tending the work, on behalf of the said Minister, from the above named period for completion, until the same shall actually be completed and received.

TWELFTHLY.—That should the amount now voted for this service by Parliament, be at any time expended previous to the completion of the work now contracted for, the said parties of the first part, may or not, as may be seen fit, on receiving a notice in writing from the said party of the second part to the above effect, stop the work; but in any case, the parties of the first part, shall not be entitled to any further payment for work done, after the service of the notice above referred to, until the necessary funds shall have been voted by Parliament; nor shall the said parties of the first part have any claim for compensation or damages for the said suspension of payment.

THIRTEENTHLY.—In this agreement to the words “the parties of the first part” shall include and comprehend (where the context admits of it) the heirs, executors, and administrators of each of the parties of the first part.

FOURTEENTHLY.—The Specification marked A, and the Tender marked C, hereunto annexed, together with the plans or drawings of the said works so to be executed as aforesaid, and herein or therein referred to, and the Bill of Works, marked B, also hereunto annexed, shall respectively be deemed taken and read as parts and parcels of this agreement, and shall be considered as if the same respectively were actually embodied herein.

In witness whereof, the parties of the first part, and the said Minister representing Her Majesty as aforesaid, have hereunto signed their Names and set their Seals, and the Secretary for the said Public Works hath also Countersigned these Presents.

Signed and Sealed by the said parties
of the first part, in presence of
(Signed) H. A. FISSIAULT. }

(Signed)
do

HENRY SIFTON.
F. WARD.

Signed and Sealed by the said Minister
of Public Works, and Countersigned
by the Secretary, in presence of
(Signed) H. A. FISSIAULT. }

(Signed)
do

A. MACKENZIE.
F. BRAUN,
Secretary.

CONTRACT No. 14.

LAST ESTIMATE OF CANADIAN PACIFIC RAILWAY—Red River to Cross Lake—
Month ending 30th November, 1878.

Description of Work.	Quantities.	Rate.		Amount.	
		\$	cts.	\$	cts.
Clearing	per acre.	214	5 00	1,070	00
Close cutting	do	274	40 00	10,960	00
Grubbing (including side ditches)	do	337	60 00	20,220	00
Fencing	p. 100 lin. ft.	203,300	6 00	12,198	00
Solid rock excavation	p. cub. yd.	33,738	2 00	67,476	00
Loose do	do	36,720	1 00	36,720	00
Earth excavation (including burrowing)	do	1,528,665	0 26	397,452	90
Excavation in off-take ditches beyond Railway limits	do	87,163	0 23	20,047	42
Earth excavation under water	do	3,378	0 78	2,634	84
Crib-work in abutments and piers of bridges (including timber and stone filling)	do	2,808	3 00	8,424	00
Rip-rap	do	1,325	4 00	5,300	00
Bridge superstructure—Timber—100 ft. span	per span.	3	4,000 00	12,000	00
do do 80 do	do	1	3,000 00	3,000	00
do do 60 do	do	1	2,500 00	2,500	00
Square timber—16 in. by 12 in.	per lin. ft.	3,625	0 60	2,175	00
do 12 in. by 12 in.	do	18,880	0 40	7,552	00
do 12 in. by 9 in.	do	1,664	0 35	582	40
do 12 in. by 6 in.	do	60	0 25	15	00
do 9 in. by 8 in.	do	11,568	0 30	3,470	40
do 9 in. by 6 in.	do	6,442	0 25	1,610	50
do 6 in. by 6 in.	do	642	0 20	128	40
Piles, driven	do	25,173	0 35	12,586	50
8 in. flatted timber	do	9,267	0 20	1,853	40
Pine plank	p. M. b. m.	9,924	50 00	496	20
Hardwood plank	do	870	50 00	43	50
Wrought iron, including bolts, spikes, straps, &c	per lb.	22,637	0 20	4,527	40
Cast iron	do	5,499	0 15	824	85
Extra haul	p. cub. yd.			4,783	15
Wages, with 15 per cent added				2,327	21
Special works				1,361	81
				2,784	45
Total value				\$647,135	40

CONTRACT No. 14.

CANADIAN PACIFIC RAILWAY—RED RIVER TO CROSS LAKE.—Completion of the 14th.
Contract by Joseph Whitehead, month ending 28th February, 1879.

Approximate Quantities.	Description of Work.	Rate.	Amount.
		\$ cts.	\$ cts.
704	Cubic yards solid rock excavation per c. yd.	2 00	1,408 00
25,766	do earth excavation (including borrowing).. do	0 40	10,306 40
	Total amount.....		\$11,714 40

CONTRACT No. 14.

CANADIAN PACIFIC RAILWAY—RED RIVER TO CROSS LAKE.—Estimated approximate quantities and cost to complete Contract No. 14, under agreement with Joseph Whitehead, March, 1879.

Approximate Quantities.	Description of Work.	Rate.	Amount.
		\$ cts.	\$ cts.
5,796	Cubic yards solid rock excavation per c. yd.	2 00	11,592 00
109,234	do earth excavation (including borrowing).. do	0 40	43,693 60
2,000	do rip-rap..... do	4 00	8,000 00
	Total amount.....		\$63,285 60

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES;
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the Clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million six hundred and seventy-nine thousand and sixty-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
500	Acres	Clearing	per acre	1 00	500
20	do	Close-cutting.....	do	50 00	1,000
50	do	Grubbing (including side-ditches and off-take drains).....	do	120 00	6,000
300,000	Yards	Solid rock excavation	per c. yd.	2 60	780,000
30,000	do	Loose rock excavation.....	do	1 00	30,000
80,000	do	Earth excavation (including borrowing).....	do	0 35	28,000
20,000	do	Excavation in off-take ditches beyond railway limits.....	do	0 30	6,000
10,000	Lin. feet	Under-drains.....	per 100 l. ft.	30 00	3,000
1 span	40 ft. clear	Howe truss bridge.....	per span.		1,500
425	Lin. feet	Tunnelling for railway (sectional area, equal to 15 cubic yards to the lineal foot).....	per l. foot	120 00	51,000
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	100 00	20,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot).....	do	75 00	12,000
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot).....	do	40 00	12,800
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	25 00	11,250
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	15 00	19,500
1,000	Yards	Rip-rap	per c. yd.	3 00	3,000
2,400	do	Bridge masonry.....	do	12 00	28,800
380	do	Crib-work in abutments and piers of bridges (including timber and stone-filling)	do	6 00	2,280

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared Timber in trestle work, bridges, culverts, &c.</i>				
500	Lin. feet	16 inches by 12 inches..... per l. ft.	0 50	250
84,000	do	15 do 12 do	0 50	42,000
84,000	do	15 do 9 do	0 45	37,800
1,000	do	12 do 12 do	0 50	500
20,000	do	12 do 9 do	0 36	7,200
140,000	do	12 do 6 do	0 24	33,600
245,000	do	9 do 9 do	0 26	63,700
225,000	do	9 do 8 do	0 26	58,500
84,000	do	6 do 4 do	0 10	8,400
<i>Round Timber in trestle work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per l. ft.	0 35	91,000
44,000	do	12 do 10 do	0 30	13,200
16,000	do	12 do 9 do	0 30	4,800
81,000	do	12 do 6 do	0 20	16,200
14,000	do	12 do 4 do	0 16	2,240
74,000	do	9 do 9 do	0 25	18,500
198,000	do	9 do 6 do	0 15	29,700
15,000	do	9 do 4 do	0 12	1,800
29,000	do	6 do 4 do	0 10	2,900
1,000	do	8-inch flatted timber..... do	0 10	100
645,000	Feet B. M.	Hemlock or spruce plank..... per 1,000 B. M.	25 00	16,125
1,000	do	Pine plank..... do	40 00	40
1,000	do	Hardwood plank..... do	50 00	50
325,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c..... per lb.	0 08	26,000
10,000	do	Cast iron..... do	0 07	700
270,000	No.	Ties..... per tie.	0 30	81,000
116	Miles	Track-laying..... per mile.	300 00	34,800
186,000	Yards	Ballasting..... per c. yd.	0 88	70,680
26	Sets	Points and crossings..... laying each set	25 00	650
Total amount				\$1,679,065

And in case this Tender shall be accepted, the undersigned hold myself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this tender for that purpose.

Actual signatures, occupations and residences of parties tendering.	{	(Signed)	JNO. A. GREEN, Contractor, Suffern, Rockland Co., New York. Office No. 71 Broadway, New York.
		do	HORACE MERRILL, Ottawa.
Signatures and residences of securities.	{	do	JOHN HENRY, Ottawa.

Dated at Ottawa, the 20th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the Clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works, bearing date 1st August, 1876, at the rates given herewith, which rates, applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million five hundred and forty thousand and ninety dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount as the case may require, according to the several prices set opposite each description of works in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$ cts.
500	Acres	Clearing..... per acre.	50 00	2,500
20	do	Close-cutting..... do	25 00	500
50	do	Grubbing (including side-ditches and off-take drains)..... do	100 00	5,000
300,600	C. yards	Solid rock excavation..... per c. yd.	2 25	675,000
30,000	do	Loose do..... do	0 75	22,500
80,000	do	Earth excavation (including borrowing)..... do	0 50	40,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 50	10,000
10,000	Lin. feet	Under-drains..... per 100 l. ft.	30 00	3,000
1 span	40 ft. clear	Howe truss..... per span.		1,200
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	120 00	51,000
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	100 00	20,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	75 00	12,000
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	60 00	19,200
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	40 00	18,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	25 00	32,500
1,000	C. yards	Rip-rap..... per c. yd	1 50	1,500
2,400	do	Bridge masonry..... do	16 00	38,400
380	do	Cribwork in abutments and piers of bridges (including timber and stone filling)..... do	6 00	2,280

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared timber in trestle-work, bridges, culverts, &c.</i>				
560	Lin. feet	16 inches by 12 inches. per l. ft.	0 50	250
84,000	do	15 do 12 do do	0 45	37,800
84,000	do	15 do 9 do do	0 40	33,600
1,000	do	12 do 12 do do	0 40	400
20,000	do	12 do 9 do do	0 30	6,000
140,000	do	12 do 6 do do	0 20	28,000
245,000	do	9 do 9 do do	0 20	49,000
225,000	do	9 do 8 do do	0 20	45,000
84,000	do	6 do 4 do do	0 10	8,400
<i>Round timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches. per l. ft.	0 20	52,000
44,000	do	12 do 10 do do	0 20	8,800
16,000	do	12 do 9 do do	0 20	3,200
81,000	do	12 do 6 do do	0 12	9,720
14,000	do	12 do 4 do do	0 10	1,400
74,000	do	9 do 9 do do	0 12	8,880
198,000	do	9 do 6 do do	0 12	23,760
15,000	do	9 do 4 do do	0 10	1,500
29,000	do	6 do 4 do do	0 10	2,900
1,000	do	8-inch flatted timber do	0 10	100
645,000	Feet B.M.	Hemlock or spruce plank per 1,000 ft. B.M.	20 00	13,900
1,000	do	Pine plank do	30 00	30
1,000	do	Hardwood plank do	50 00	150
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.) per lb.	0 12	39,000
10,000	do	Cast iron do	0 07	700
270,000	No.	Ties per tie.	0 33	89,100
116	Miles.	Track-laying per mile.	250 00	29,000
186,000	C. yards	Ballasting per c. yd.	0 50	93,000
26	sets	Points and crossings laying each set.	0 20	520
Total amount.				\$1,540,090

NOTE.—The material to be distributed in accordance with the Specification and note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification with regard to the money deposit, and we offer as surities for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	P. MARTIN, Contractor. Beauharnois.
		do	E. J. CHARLTON, Contractor, Montreal.
Signatures and Residences of Securities.	{	do	JAS. HOWLEY, Contractor, Montreal.
		do	C. A. BYDDER, Engineer, Montreal.

Dated at Ottawa, the 20th day of September, 1876.

 FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES;
 TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

 Tender for Works.

No tender will be received unless on this Form, and with the Schedule of Quantities Correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque, is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million seven hundred and thirty-four thousand eight hundred and twenty dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works, completed before the 1st July, 1879.

 SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
500	Acres	Clearing.....	per acre.	5 00	2,500
20	do	Close cutting.....	do	20 00	400
50	do	Grubbing (including side ditches and off-take drains).....	do	150 00	7,500
300,000	C. yards	Solid rock excavation.....	per c. yd.	2 75	825,000
30,000	do	Loose rock excavation.....	do	0 75	22,500
80,000	do	Earth excavation (including borrowing).....	do	0 40	32,000
20,000	do	Excavation in off-take ditches, beyond railway limits.....	do	0 35	7,000
10,000	Lin. feet	Under-drains.....	per 100 l. ft.	20 00	2,000
1 span.	40 ft. clear	Howe truss.....	per span.	2,000 00	2,000
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot).....	per l. ft.	120 00	51,000
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	100 00	20,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot).....	do	70 00	11,200
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot).....	do	45 00	14,400
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	25 00	11,250
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	15 00	19,500
1,000	C. yards	Rip-rap.....	per c. yd.	2 00	2,000
2,400	do	Bridge masonry.....	do	10 00	24,000
380	do	Cribwork in abutments and piers of bridges, including timber and stone filling.....	do	4 00	1,500

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
		16 inches by 12 inches..... per l. ft.	0 60	300
		15 do 12 do	0 40	33,600
500	Lin. feet	15 do 9 do	0 45	37,800
84,000	do	12 do 12 do	0 40	400
84,000	do	12 do 9 do	0 36	7,200
1,000	do	12 do 6 do	0 24	33,600
20,000	do	9 do 9 do	0 25	61,250
140,000	do	9 do 8 do	0 25	56,250
245,000	do	6 do 4 do	0 08	€ 720
225,000	do			
84,000	do			
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square, to following dimensions.</i>				
		12 inches by 12 inches..... per l. ft.	0 43	11,800
		12 do 10 do	0 40	17,600
260,000	do	12 do 9 do	0 35	5,600
44,000	do	12 do 6 do	0 25	20,250
16,000	do	12 do 4 do	0 15	2,100
81,000	do	9 do 9 do	0 25	18,500
14,000	do	9 do 6 do	0 20	39,600
74,000	do	9 do 4 do	0 15	2,250
198,000	do	6 do 4 do	0 08	2,320
15,000	do			
29,000	do			
		8-inch flatted timber..... do	0 08	80
		Hemlock or spruce plank..... per 1,000 B.M.	30 00	19,350
1,000	do	Pine plank..... do	30 00	30
645,000	Feet B.M.	Hardwood plank..... do	50 00	50
1,000	do	Wrought iron, including bolts, spikes, straps, &c..... per lb.	0 08	26,000
1,000	do	Cast iron..... do	0 06	600
525,000	lbs.			
10,000	do	Ties..... per tie.	0 30	81,500
		Track-laying..... per mile.	325 00	37,700
270,000	No.	Ballasting..... per c. yd.	0 35	65,100
116	Miles	Points and crossings..... laying each set.	50 00	1,300
186,000	C. yards			
26	Sets.			
Total amount.....				\$1,734,820

NOTE.—The material to be distributed in accordance with the Specification and note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and I offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations, and Residences of Parties Tendering.	(Signed)	DAVID S. BOOTH, Contractor, Brockville, Ont.	
Signatures and Residences of securities.	do	HORACE MERRILL,	Ottawa.
	do	JOHN HENEY.	Ottawa.

Dated at Ottawa, the 20th day of September, 1876.

OTTAWA, 20th September, 1876.

I beg leave to present tender for Section 15, C. P. R. The cheque which I proposed to enclose is the same used with a tender made for Section 15 last May, and which has not been returned and, for the moment, cannot be found.

Respectfully yours,

(Signed) A. FAREWELL.

F. BRAUN, Esq., Secretary.

Mr. Farewell was informed that the cheque referred to was returned to Mr. Sifton personally. (See letter.)

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, $36\frac{1}{4}$ MILES;
TRACK-LAYING, SELKIRK TO KEEWATIN, $112\frac{1}{2}$ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about $36\frac{1}{4}$ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million eight hundred and fifteen thousand four hundred and eighty-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the bill of works, completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres	Clearing..... per acre.	1 00	500
20	do	Close-cutting..... do	40 00	800
50	do	Grubbing (including side-ditches and off-take drains)..... do	60 00	3,000
300,000	C. yards	Solid rock excavation..... per c. yd.	2 75	825,000
30,000	do	Loose do..... do	1 00	30,000
80,000	do	Earth excavation (including borrowing)..... do	0 30	24,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 30	6,000
10,800	Lin. feet	Under-drains..... per 100 l. ft.	0 50	5,000
1 span	40 ft. clear	Howe truss..... per span.	.....	2,000
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	60 00	25,500
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	50 00	10,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	40 00	6,400
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	25 00	8,000
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	20 00	9,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	12 00	15,600
1,000	C. yards	Rip-rap..... per c. yd.	4 00	4,000
2,400	do	Bridge masonry..... do	20 00	48,000
380	do	Cribwork in abutments and piers of bridges, including timber and stone filling..... do	5 00	1,900
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lin. feet	16 inches by 12 inches..... per l. ft.	0 60	300
84,000	do	15 do 12 do..... do	0 50	42,000
84,000	do	15 do 9 do..... do	0 40	33,600
1,000	do	12 do 12 do..... do	0 45	450
20,000	do	12 do 9 do..... do	0 35	7,000
140,000	do	12 do 6 do..... do	0 35	49,000
245,000	do	9 do 9 do..... do	0 30	73,500
225,000	do	9 do 8 do..... do	0 30	67,500
84,000	do	6 do 4 do..... do	0 20	16,800
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per l. ft.	0 40	104,000
44,000	do	12 do 10 do..... do	0 40	17,600
16,000	do	12 do 9 do..... do	0 40	6,400
81,000	do	12 do 6 do..... do	0 30	24,300
14,000	do	12 do 4 do..... do	0 25	3,500
74,000	do	9 do 9 do..... do	0 25	18,500
198,000	do	9 do 6 do..... do	0 20	39,600
15,000	do	9 do 4 do..... do	0 20	3,000
29,000	do	6 do 4 do..... do	0 15	4,350
1,000	do	8-inch flatted timber..... do	0 20	200
645,000	Feet B.M.	Hemlock or spruce plank..... per 1,000 ft. B.M.	35 00	22,575
1,000	do	Pine plank..... do	50 00	50
1,000	do	Hardwood plank..... do	80 00	80
325,000	Lbs.	Wrought iron (including belts, spikes, straps, &c.)..... per lb.	0 18	58,500

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
10,000	Lbs.	Cast iron	0 15	1,500
270,000	No.	Pies	0 30	81,000
116	Miles	Track-laying	375 00	43,500
186,000	C. yards.	Ballasting	0 38	70,680
26	Sets.	Points and crossings	50 00	1,300
		Total amount.....		\$1,815,485

NOTE.—The material to be distributed in accordance with the Specification and note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and he offers as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signature, Occupation and Residence of Party Tendering. {	(Signed)	A. FAREWELL, Contractor, Oshawa.
Signatures and Residences of Securities. {	do	JOHN W. SIFTON, Selkirk, Manitoba.
	do	HENRY SIFTON, London, Ont.,

Dated at Oshawa the 19th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES; TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out, nor unless the Clause requiring an accepted Bank Cheque, is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works amount in the aggregate to the sum of one million seven hundred and forty-nine thousand three hundred and ninety-five dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work	Rate.	Amount.	
			\$ cts.	\$	
500	Acres	Clearing	per acre.	40 00	20,000
20	do	Close-cutting	do	40 00	800
50	do	Grubbing (including side ditches and off-take drains)	do	90 00	4,500
300,000	C. Yards.	Solid rock excavation	per c. yd.	2 45	735,000
30,000	do	Loose rock excavation	do	1 00	30,000
80,000	do	Earth excavation (including borrowing)	do	0 50	40,000
20,000	do	Excavation in off-take ditches, beyond railway limits	do	0 55	11,000
10,000	Lin. feet.	Under drains	per 100 l. ft.	30 00	3,000
1 span	40 ft. clear	Howe truss	per span.		15,000
425	Lin. feet.	Tunnelling for railway, (sectional area equal to 15 cubic yards to the lineal foot)	per lin. ft.	150 00	63,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)	do	120 00	24,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)	do	100 00	16,000
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)	do	60 00	19,200
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)	do	35 00	15,750
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)	do	25 00	32,500
1,000	Yards.	Rip-rap	per c. yd.	4 00	4,000
2,400	do	Bridge masonry	do	17 50	42,000
380	do	Crib-work in abutments and piers of bridges, including timber and stone filling	do	7 50	2,850

SCHEDULE OF QUANTITIES AND PRICES—Concluded.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared Timber in trestle work, bridges, culverts, &c.</i>				
500	Lin. feet.	16 inches by 12 inches..... per lin. ft.	0 60	300
84,000	do	15 do 12 do	0 50	42,000
84,000	do	15 do 9 do	0 45	37,800
1,000	do	12 do 12 do	0 50	500
20,000	do	12 do 9 do	0 40	8,000
140,000	do	12 do 6 do	0 25	35,000
245,000	do	9 do 9 do	0 20	49,000
225,000	do	9 do 8 do	0 20	45,000
84,000	do	6 do 4 do	0 15	12,600
<i>Round Timber in trestle work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per lin. ft.	0 20	78,000
44,000	do	12 do 10 do	0 30	13,200
16,000	do	12 do 9 do	0 30	4,800
81,000	do	12 do 6 do	0 25	20,250
14,000	do	12 do 4 do	0 25	3,500
74,000	do	9 do 9 do	0 25	18,500
198,000	do	9 do 6 do	0 20	39,600
15,000	do	9 do 4 do	0 20	3,000
29,000	do	6 do 4 do	0 15	4,350
1,000	do	8-inch flatted timber..... do	0 20	200
645,000	Ft. B.M.	Hemlock or spruce plank per 1,000 B.M.	15 00	9,675
1,000	do	Pine plank	30 00	30
1,000	do	Hardwood plank	60 00	60
325,000	lbs.	Wrought iron, including bolts, spikes, straps, &c..... per lb.	0 12	39,000
10,000	do	Cast iron	0 10	1,000
270,000	No.	Ties	0 33	39,100
116	Miles.	Track-laying..... per mile.	350 00	40,600
186,000	C.Yards.	Ballasting	0 40	74,400
26	Sets.	Points and crossings..... laying each set	30 00	780
Total amount				\$1,749,395

NOTE — The material to be distributed in accordance with the Specification and note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, occupations and Residences of Parties Tendering.	{	(Signed)	M. C. MULLIN, Builder, 627 Sherbrooke St., Montreal.
		do	JNO. P. WHELAN, Contractor, 182 St. George St., Montreal.
Signatures and Residences of Securities.	{	do	P. McCORRY, 98 Cathedral St., Montreal.
		do	P. McGOLDRICK, 67 Aylmer St., Montreal.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque, is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million eight hundred and ninety-five thousand four hundred and four dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Total.	
			\$ cts.	\$	
500	Acres.	Clearing	per acre.	25 00	12,500
20	do	Close cutting	do	30 00	600
50	do	Grubbing (including side ditches and off-take drains)	do	80 00	4,000
300,000	C. yards.	Solid rock excavation	per c. yd.	2 75	825,000
30,000	do	Loose do	do	1 10	33,000
88,000	do	Earth do (including borrowing) ..	do	0 42	33,600
20,000	do	Excavation in off-take ditches, beyond railway limits	do	0 40	8,000
10,000	Lin. feet.	Under-drains	per 100 lin. ft.	10 00	1,000
1 span	40 ft. clear	Howe truss	per span.	1 50	1,500
425	Lin. feet.	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)	per lin. ft.	150 00	63,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)	do	120 00	24,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)	do	80 00	12,800
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)	do	60 00	19,200
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)	do	40 00	18,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)	do	20 00	26,000
1,000	C. yards.	Rip-rap	per c. yd.	2 50	2,500
2,400	do	Bridge masonry	do	25 00	60,000
380	do	Crib-work in abutments and piers of bridges (including timber and stone filling)	do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Total.
			\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lin. feet.	16 inches by 12 inches.....per lin. ft.	0 60	300
84,000	do	15 do by 12 do	0 55	46,200
81,000	do	15 do by 9 do	0 50	42,000
1,000	do	12 do by 12 do	0 50	500
20,000	do	12 do by 9 do	0 45	9,000
140,000	do	12 do by 6 do	0 30	42,000
245,000	do	9 do by 9 do	0 30	73,500
225,000	do	9 do by 8 do	0 30	67,500
84,000	do	6 do by 4 do	0 15	12,600
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches.....per lin. ft.	0 40	104,000
44,000	do	12 do by 10 do	0 35	15,400
16,000	do	12 do by 9 do	0 30	4,800
81,000	do	12 do by 6 do	0 27	21,870
14,000	do	12 do by 4 do	0 25	3,500
74,000	do	9 do by 9 do	0 20	14,800
198,000	do	9 do by 6 do	0 15	29,700
15,000	do	9 do by 4 do	0 12	1,800
29,000	do	6 do by 4 do	0 08	2,320
1,000	do	8 inch flattened timber.....do	0 20	200
645,000	Feet B. M.	Hemlock or spruce plank.....per 1,000 B.M.	20 00	12,900
1,000	do	Pine do	24 00	24
1,000	do	Hardwood do	60 00	60
325,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c. ....per lb.	0 10	32,500
10,000	do	Cast iron	0 10	1,000
270,000	No.	Ties	0 30	81,000
116	Miles.	Track-laying	300 00	34,800
186,000	C. yards.	Ballasting	0 50	93,000
26	Sets.	Points and crossings	30 00	780
Total amount.....				\$1,895,404

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	TIMOTHY KAVANAGH, Contractor, Ottawa-
		do	JOB S. KIRRDOR, Merchant, Canal Basin, Ottawa-
Signatures and Residences of Securities.	}	do	E. MCGILLIVRAY, Ottawa.
		do	WAUN CLEAN, Ottawa.

Dated at Ottawa, the 20th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
 TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque, is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million nine hundred and sixty-six thousand seven hundred and fifty-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works, completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
500	Acres	Clearing	per acre.	30 00	15,000
20	do	Close-cutting.....	do	40 00	800
50	do	Grubbing (including side-ditches and off-take drains).....	do	60 00	3,000
300,000	C. yards.	Solid rock excavation.....	per c. yd.	2 80	840,000
30,000	do	Loose do	do	1 00	30,000
80,000	do	Earth excavation (including borrowing).....	do	0 40	32,000
20,000	do	Excavation in off-take ditches beyond railway limits	do	0 50	10,000
10,000	Lin. feet	Under-drains	per 100 l. ft.	50 00	5,000
1 span	40 ft. clear	Howe truss	per span.	1,500 00	1,500
425	Lin feet	Tunnelling for railway (sectional area, equal to 15 cubic yards to the lineal foot)	per l. ft.	150 00	63,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	120 00	24,000
160	do	16-foot tunnels, for streams (8 cubic yards per lineal foot).....	do	90 00	14,400
320	do	12-foot tunnels, for streams (4 cubic yards per lineal foot).....	do	50 00	16,000
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	40 00	18,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	25 00	32,500
1,000	C. yards	Rip-rap.....	per c. yd.	3 00	3,000
2,400	do	Bridge masonry.....	do	16 00	38,400
380	do	Crib-work in abutments and piers of bridges (including timber and stone-filling).....	per c. yd.	10 00	3,800

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.		Rate.	Amount.
				\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>					
500	Lin. feet	16 inches by 12 inches.	per l. ft.	0 55	2,750
84,000	do	15 do 12 do	do	0 55	46,200
84,000	do	15 do 9 do	do	0 50	42,000
1,000	do	12 do 12 do	do	0 50	500
20,000	do	12 do 9 do	do	0 45	9,000
140,000	do	12 do 6 do	do	0 30	42,000
245,000	do	9 do 9 do	do	0 30	73,500
225,000	do	9 do 8 do	do	0 30	67,500
84,000	do	6 do 4 do	do	0 10	8,400
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>					
260,000	do	12 inches by 12 inches.	per l. ft.	0 40	104,000
44,000	do	12 do 10 do	do	0 40	17,600
16,000	do	12 do 9 do	do	0 40	6,400
81,000	do	12 do 6 do	do	0 25	20,250
14,000	do	12 do 4 do	do	0 25	3,500
74,000	do	9 do 9 do	do	0 25	18,500
198,000	do	9 do 6 do	do	0 15	29,700
15,000	do	9 do 4 do	do	0 15	2,250
29,000	do	6 do 4 do	do	0 10	2,900
1,000	do	8-inch flatted timber	do	0 25	250
645,000	Feet B.M	Hemlock or spruce plank	per 1,000 B.M	35 00	22,575
1,000	do	Pine plank	do	45 00	450
1,000	do	Hardwood plank	do	60 00	600
325,000	lbs.	Wrought iron (including bolts, spikes, straps, &c.)	per lb.	0 12	39,000
10,000	do	Cast iron	do	0 12	1,200
270,000	No.	Ties	per tie.	0 40	108,000
116	Miles.	Track-laying	per mile.	375 00	43,500
186,000	C. yards	Ballasting	per c. yd.	0 55	102,300
26	Sets	Points and crossings	laying each set.	30 00	780
Total amount.....					\$1,966,755

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and they offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residence of Parties Tendering.	}	(Signed)	JOHN HUNTER,
		do	Contractor, St. Catherines.
Signatures and Residences of Securities.	}	do	JAMES MURRAY,
		do	Contractor, St. Catherines.
		do	JOHN W. COX,
		do	St. Catherines.
		do	WILLIAM ANDREWS,
			St. Catherines.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates, applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of two million and ninety-three thousand nine hundred and seventy dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
500	Acres	Clearing	per acre.	30 00	15,000
20	do	Close-cutting	do	60 00	1,200
50	do	Grubbing (including side-ditches and off-take drains)	do	100 00	5,000
300,000	C. yards	Solid rock excavation	per c. yd.	3 00	900,000
30,000	do	Loose do	do	1 75	52,500
80,000	do	Earth excavation (including borrowing)	do	0 40	32,000
20,000	do	Excavation in off-take ditches beyond railway limits	do	0 42	8,400
10,000	Lin. feet	Under-drains	per 100 l. ft.	50 00	5,000
1 span	40 ft. clear	Howe truss	per span.	2,000 00	2,000
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)	per l. ft.	150 00	63,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)	do	144 00	28,800
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)	do	80 00	12,800
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)	do	52 00	16,640
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)	do	32 00	14,400
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)	do	28 00	36,400
1,000	C. yards	Rip-rap	per c. yd.	3 00	3,000
2,400	do	Bridge masonry	do	24 00	57,600
380	do	Crib-work in abutments and piers of bridges (including timber and stone filling)	do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.		Rate.	Amount.
				\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>					
500	Lin. feet	16 inches by 12 inches.....	per l. ft.	0 64	320
84,000	do	15 do 12 do	do	0 60	50,400
84,000	do	15 do 9 do	do	0 45½	38,220
1,000	do	12 do 12 do	do	0 48	480
20,000	do	12 do 9 do	do	0 36	7,200
140,000	do	12 do 6 do	do	0 24	33,600
245,000	do	9 do 9 do	do	0 28½	69,825
225,000	do	9 do 8 do	do	0 24	54,000
84,000	do	6 do 4 do	do	0 08	6,720
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>					
260,000	do	12 inches by 12 inches.....	per l. ft.	0 42	109,200
44,000	do	12 do 10 do	do	0 35	15,400
16,000	do	12 do 9 do	do	0 31½	5,040
81,000	do	12 do 6 do	do	0 21	17,010
14,000	do	12 do 4 do	do	0 14	1,960
74,000	do	9 do 9 do	do	0 23½	17,575
198,000	do	9 do 6 do	do	0 15	29,700
15,000	do	9 do 4 do	do	0 10½	1,575
29,000	do	6 do 4 do	do	0 07	2,030
1,000	do	8-inch flatted timber.....	do	0 10	100
645,000	Feet B.M.	Hemlock or spruce plank.....	per 1,000 ft. B.M.	40 00	25,800
1,000	do	Pine plank.....	do	50 00	50
1,000	do	Hardwood plank.....	do	75 00	75
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.).....	per lb.	0 16	52,000
10,000	do	Cast iron.....	do	0 12½	1,250
270,000	No.	Ties.....	per tie.	0 40	108,000
116	Miles	Track-laying.....	per mile.	400 00	46,400
186,000	C. yards	Ballasting.....	per c. yd.	0 50	93,000
28	Sets	Points and crossings.....	laying each set.	25 00	650
Total amount.....					\$2,093,970

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification with regard to the money deposit, and they offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	} (Signed)	H. MACFARLANE,
		Contractor, Stratford.
Signatures and Residences of Securities.	} do	P. McRAE,
		Contractor, Montreal.
	} do	JOHN J. McDONALD,
		Bic.
	do	J. G. STEACY,
		Brockville.

Dated at Ottawa, the twentieth day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, and the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million eight hundred and ninety-nine thousand six hundred and eighty dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
500	Acres.	Clearing	per acre.	35 00	17,500 00
20	do	Close cutting	do	40 00	800 00
50	do	Grubbing (including side-ditches and off-take drains)	do	50 00	2,500 00
300,000	Cub. yds.	Solid rock excavation	p. cub. yd.	2 67	801,000 00
30,000	do	Loose do	do	1 20	36,000 00
80,000	do	Earth excavation (including borrowing)	do	0 40	32,000 00
20,000	do	Excavation in off-take ditches, beyond Railway limits	do	0 50	10,000 00
10,000	Lineal ft.	Under-drains	p. 100 lin. ft.	40 00	4,000 00
1 span	40 ft. clear	Howe truss	per span.	1,600 00	1,600 00
425	Lineal ft.	Tunnelling for railway, (sectional area equal to 15 cubic yards to the lineal foot)	per lin. ft.	145 00	61,625 00
200	do	Twenty-foot tunnels for streams (12 cubic yards per lineal foot)	do	118 00	23,600 00
160	do	Sixteen-foot tunnels for streams (8 cubic yards per lineal foot)	do	88 00	14,080 00
320	do	Twelve-foot tunnels for streams (4 cubic yards per lineal foot)	do	56 00	17,220 00
450	do	Eight-foot tunnels for streams (2 cubic yards per lineal foot)	do	38 00	17,110 00
1,300	do	Six-foot tunnels for streams (1 cubic yard per lineal foot)	do	26 00	33,800 00
1,000	Cub. yds.	Rip-rap	p. cub. yd.	2 00	2,000 00
2,400	do	Bridge masonry	do	18 00	35,200 00
380	do	Crib-work in abutments and piers of bridges, including timber and stone filling	do	8 00	3,040 00

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lineal ft.	16 inches by 12 inches..... per lin. ft.	0 56	280 00
84,000	do	15 do by 12 do	0 55	46,200 00
84,000	do	15 do by 9 do	0 55	46,200 00
1,000	do	12 do by 12 do	0 50	500 00
20,000	do	12 do by 9 do	0 50	10,000 00
140,000	do	12 do by 6 do	0 25	35,000 00
245,000	do	9 do by 9 do	0 25	61,250 00
225,000	do	9 do by 8 do	0 25	56,250 00
84,000	do	6 do by 4 do	0 09	7,560 00
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per lin. ft.	0 36	93,600 00
44,000	do	12 do by 10 do	0 36	15,840 00
16,000	do	12 do by 9 do	0 36	5,760 00
81,000	do	12 do by 6 do	0 26	21,060 00
14,000	do	12 do by 4 do	0 20	2,800 00
74,000	do	9 do by 9 do	0 18	13,320 00
198,000	do	9 do by 6 do	0 18	35,640 00
15,000	do	9 do by 4 do	0 18	3,700 00
29,000	do	6 do by 4 do	0 08	2,320 00
1,000	do	8 inch flatted timber	do	do
645,000	Feet B.M.	Hemlock or spruce plank..... p. M. b. m.	0 28	280 00
1,000	do	Pine plank	35 00	22,575 00
1,000	do	Hardwood plank	40 00	40 00
325,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c..... per lb.	50 00	50 00
10,000	do	Cast iron	0 11	35,750 00
270,000	No.	Ties	0 11	1,100 00
116	Miles.	Track-laying..... per mile.	0 43	116,100 00
186,000	Cub. yd.	Ballasting..... p. cub. yd.	380 00	44,080 00
26	Sets.	Points and crossings..... laying each set	0 58	107,880 00
			30 00	780 00
Total amount.....				\$1,899,680 00

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	M. A. CLEVELAND,
			Contractor, Watertown, N.Y.,
Signatures and Residences of Securities.	{	do	T. B. HART,
		do	St. Catherines, JOHN W. COY, St. Catherines,

Dated at Watertown, N.Y., the 18th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of two million one hundred and ninety-nine thousand one hundred and twenty-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
500	Acres	Clearing.....	per acre.	15 00	7,500
20	do	Close cutting.....	do	5 00	100
50	do	Grubbing (including side-ditches and off-take drains.....)	do	60 00	3,000
300,000	C. yards	Solid rock excavation.....	per c. yd.	3 50	1,050,000
30,000	do	Loose do.....	do	1 50	45,000
80,000	do	Earth excavation (including borrowing).....	do	0 45	36,000
20,000	do	Excavation in off-take ditches beyond railway limits.....	do	0 45	9,000
10,000	Lin. feet	Under-drains.....	p. 100 l. ft.	10 00	1,000
1 span	40 ft. clear	Howe truss.....	per span.		1,600
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot).....	per lin. ft.	150 00	63,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	120 00	24,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot).....	do	80 00	12,800
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot).....	do	60 00	19,200
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	35 00	15,750
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	25 00	39,000
1,000	C. yards	Rip-rap.....	per c. yd.	2 00	2,000
2,400	do	Bridge masonry.....	do	25 00	60,000
380	do	Cribwork in abutments and piers of bridges, including timber and stone filling.....	do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES—Concluded.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lin. feet	16 inches by 12 inches..... per lin. ft.	0 60	300
84,000	do	15 do 12 do	0 55	46,200
84,000	do	15 do 9 do	0 50	42,000
1,000	do	12 do 12 do	0 45	450
20,000	do	12 do 9 do	0 40	8,000
140,000	do	12 do 6 do	0 30	42,000
245,000	do	9 do 9 do	0 25	61,250
225,000	do	9 do 8 do	0 25	56,250
84,000	do	6 do 4 do	0 10	8,400
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions:</i>				
260,000	do	12 inches by 12 inches..... per lin. ft.	0 40	104,000
44,000	do	12 do 10 do	0 35	15,400
16,000	do	12 do 9 do	0 30	4,800
81,000	do	12 do 6 do	0 25	20,250
14,000	do	12 do 4 do	0 20	2,800
74,000	do	9 do 9 do	0 25	17,800
198,000	do	9 do 6 do	0 15	29,700
15,000	do	9 do 4 do	0 12	1,800
29,000	do	6 do 4 do	0 10	2,900
1,000	do	8-inch flatted timber	0 25	250
645,000	Ft. B. M.	Hemlock or spruce plank..... per 1,000 ft. B. M.	40 00	25,800
1,000	do	Pine plank.....	50 00	50
1,000	do	Hardwood plank.....	75 00	75
324,000	Lbs.	Wrought iron (including bolts, spikes, straps, etc)..... per lb.	0 15	48,750
10,000	do	Cast iron.....	0 10	1,000
270,000	No.	Ties..... per tie.	0 40	108,000
116	Miles	Track-laying..... per mile.	400 00	46,400
186,000	C. yards	Ballasting..... per c. yd.	0 60	111,600
26	Sets	Points and crossings..... laying each set.....		1,300
Total amount.....				\$2,199,125

Note.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and they offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	} (Signed)	A. BROWN, Contractor, Belleville.	
		do	JOHN RYAN, Contractor, Brockville,
Signatures and Residences of Securities.	}	do	A. SUTHERLAND, Belleville, Ont.
		do	ALEX. McDONELL, Ottawa, Ont.

Dated at Ottawa, the 20th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works amount in the aggregate to the sum of one million seven hundred and ninety-nine thousand seven hundred and ninety dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
500	Acres	Clearing	per acre.	29 00	10,000
20	do	Close-cutting	do	25 00	500
50	do	Grubbing (including side-ditches and off-take drains)	do	160 00	8,000
300,000	C. yards	Solid rock excavation	per c. yd.	2 75	825,000
30,000	do	Loose do	do	1 00	30,000
80,000	do	Earth excavation (including borrowing)	do	0 36	28,800
20,000	do	Excavation in off-take ditches beyond railway limits	do	40 00	8,000
10,000	Lin. feet	Under-drains	per 100 l. ft.	20 00	2,000
1 span	40 ft. clear	Howe truss	per span	1,680 00	1,680
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)	per l. ft.	150 00	63,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)	do	120 00	24,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)	do	88 00	14,080
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)	do	52 00	16,640
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)	do	36 00	16,200
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)	do	25 00	32,500
1,000	C. yards	Rip-rap	per c. yd.	3 00	3,000
2,400	do	Bridge masonry	do	13 00	31,200
380	do	Cribwork in abutments and piers of bridges (including timber and stone-filling)	do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.		Rate.	Amount.
				\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>					
500	Lin. feet	16 inches by 12 inches.....	per l. ft.	0 40	200
84,000	do	15 do 12 do	do	0 40	33,600
84,000	do	15 do 9 do	do	0 40	33,600
1,000	do	12 do 12 do	do	0 36	360
20,000	do	12 do 9 do	do	0 35	7,000
140,000	do	12 do 6 do	do	0 20	28,000
245,000	do	9 do 9 do	do	0 35	58,750
225,000	do	9 do 8 do	do	0 34	76,500
84,000	do	6 do 4 do	do	0 20	16,800
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions:</i>					
260,000	do	12 inches by 12 inches.....	per l. ft.	0 36	93,600
14,000	do	12 do 10 do	do	0 35	15,400
16,600	do	12 do 9 do	do	0 35	5,600
81,000	do	12 do 6 do	do	0 20	16,200
14,000	do	12 do 4 do	do	0 20	2,800
74,000	do	9 do 9 do	do	0 35	25,900
198,000	do	9 do 6 do	do	0 25	49,500
15,000	do	9 do 4 do	do	0 20	3,000
29,000	do	6 do 4 do	do	0 20	5,800
1,600	do	8-inch flatted timber	do	0 30	300
645,000	Feet B.M.	Hemlock or spruce plank	per 1,000 ft. B.M.	40 00	25,800
1,000	do	Pine plank	do	40 00	40
1,000	do	Hardwood plank	do	40 00	40
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.).....	per lb.	0 10	32,500
10,000	do	Cast iron	do	0 06	600
270,000	No.	Ties	per tie.	0 40	108,000
116	Miles.	Track-laying	per mile.	350 00	40,600
186,000	C. yards	Ballasting.....	per c. yd.	0 40	74,400
26	Sets.	Points and crossings	laying each set.	25 00	650
Total amount.....					\$1,799,790

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold myself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification with regard to the money deposit, and I offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed) JOSEPH WHITEHEAD, Contractor, Clinton.
Signatures and Residences of Securities.		do EDWARD STEPHENSON, Farmer, Clinton. do ROBERT NEWMARCH, Gentleman, Clinton.

Dated at Clinton, the 14th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million six hundred and ninety-five thousand six hundred and sixty-five (1,695,665) dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres	Clearing..... per acre.	0 20	100
20	do	Close-cutting..... do	40 00	800
50	do	Grubbing (including side-ditches and off-take drains)..... do	60 00	3,000
300,000	C. yards	Solid rock excavation..... per c. yd.	2 75	825,000
30,000	do	Loose do..... do	0 75	22,500
85,000	do	Earth excavation (including borrowing)..... do	0 30	24,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 27	5,400
10,000	Lin. feet	Under-drains..... per 100 l. ft.	0 40	4,000
1 span	40 ft. clear	Howe truss..... per span.	.....	1,500
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	60 60	25,500
200	do	20 feet tunnels for streams (12 cubic yards per lineal foot)..... do	50 00	10,000
160	do	16-feet tunnels for streams (8 cubic yards per lineal foot)..... do	40 00	6,400
320	do	12-feet tunnels for streams (4 cubic yards per lineal foot)..... do	30 00	9,600
450	do	8-feet tunnels for streams (2 cubic yards per lineal foot)..... do	20 00	9,000
1,300	do	6-feet tunnels for streams (1 cubic yard per lineal foot)..... do	10 00	13,000
1,000	C. yards	Rip-rap..... per c. yd.	3 00	3,500
2,400	do	Bridge masonry..... do	18 00	43,200
390	do	Uribwork in abutments and piers of bridges (including timber and stone filling)..... do	6 00	2,280

SCHEDULE OF QUANTITIES AND PRICES—Concluded.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>					
500	Lin. feet	16 inches by 12 inches.....	per l. ft.	0 60	300
84,000	do	15 do 12 do	do	0 50	42,000
84,000	do	15 do 9 do	do	0 40	33,600
1,000	do	12 do 12 do	do	0 45	450
20,000	do	12 do 9 do	do	0 30	6,000
140,000	do	12 do 6 do	do	0 30	42,000
245,000	do	9 do 9 do	do	0 25	61,250
225,000	do	9 do 8 do	do	0 25	56,250
84,000	do	6 do 4 do	do	0 15	12,600
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>					
260,000	do	12 inches by 12 inches.....	per l. ft.	0 35	91,000
44,000	do	12 do 10 do	do	0 35	15,400
16,000	do	12 do 9 do	do	0 30	4,800
81,000	do	12 do 6 do	do	0 25	20,250
14,000	do	12 do 4 do	do	0 20	2,800
74,000	do	9 do 9 do	do	0 20	14,800
198,000	do	9 do 6 do	do	0 15	29,700
15,000	do	9 do 4 do	do	0 12	1,800
29,000	do	6 do 4 do	do	0 10	2,900
1,000	do	8-inch flatted timber	do	0 15	150
645,000	Feet B.M.	Hemlock or spruce plank.....	per 1,000 ft. B.M.	35 00	22,575
1,000	do	Pine plank.....	do	50 00	50
1,000	do	Hardwood plank.....	do	80 00	80
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.)	per lb.	0 15	48,750
10,000	do	Cast iron	do	0 12	1,200
270,000	No.	Ties	per tie.	0 27	72,900
116	Miles.	Track-laying	per mile.	350 00	40,600
186,000	C. yards	Ballasting.....	per c. yd.	0 33	61,380
26	Sets	Points and crossings	laying each set.	50 00	1,300
Total amount.....					\$1,695,665

Note.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and he offers as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	D. HINKSON, Farmer and Dealer in Real Estate, Oshawa.
Signatures and Residences of Securities.		(Signed)	DANIEL CONANT, Oshawa.
		do	L. C. HALL, Whitby.

Dated at Oshawa, the 18th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RIALWAY—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length, about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of two millions and fifty-two thousand seven hundred and seventy (2,052,770) dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the sfollowing schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works, completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
500	Acres	Clearing.....	per acre.	30 00	15,000
20	do	Close cutting.....	do	50 00	1,000
50	do	Grubbing (including side ditches and off-take drains).....	do	125 00	6,250
300,000	C. yards	Solid rock excavation.....	per c. yd.	2 90	870,000
30,000	do	Loose rock excavation.....	do	2 40	72,000
80,000	do	Earth excavation (including borrowing).....	do	0 50	40,000
20,000	do	Excavation in off-take ditches, beyond railway limits.....	do	0 50	10,000
10,000	Lin. feet	Under-drains.....	per 100 l. ft.	50 00	5,000
1 span.	40 ft. clear	Howe truss.....	per span.	1,600 00	1,600
425	Lin. feet	Tunnelling on railway (sectional area equal to 15 cubic yards to the lineal foot).....	per l. ft.	100 00	42,500
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	80 00	16,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot).....	do	60 00	9,600
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot).....	do	40 00	12,800
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	30 00	13,500
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	20 00	26,000
1,000	C. yards	Rip-rap.....	per c. yd.	3 00	3,000
2,400	do	Bridge masonry.....	do	15 00	36,000
380	do	Cribwork in abutments and piers of bridges, including timber and stone filling.....	do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lin. feet	16 inches by 12 inches..... per l. ft.	\$ 0 80	\$ 400
84,000	do	15 do 12 do	0 70	58,800
84,000	do	15 do 9 do	0 55	36,200
1,000	do	12 do 12 do	0 55	550
20,000	do	12 do 9 do	0 40	8,000
140,000	do	12 do 6 do	0 30	42,000
245,000	do	9 do 9 do	0 30	73,500
225,000	do	9 do 8 do	0 25	56,250
84,000	do	6 do 4 do	0 10	8,400
<i>Round Timber in trestle-work, bridges, culverts, &c. of size to square, to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per l. ft.	0 50	130,000
44,000	do	12 do 10 do	0 45	19,800
16,000	do	12 do 9 do	0 40	6,400
81,000	do	12 do 6 do	0 50	24,300
14,000	do	12 do 4 do	0 20	2,800
74,000	do	9 do 9 do	0 20	14,800
198,000	do	9 do 6 do	0 20	39,600
15,000	do	9 do 4 do	0 15	2,250
29,000	do	6 do 4 do	0 10	2,900
1,000	do	8-inch flatted timber	0 40	400
645,000	Feet B.M.	Hemlock or spruce plank..... per 1,000 B.M.	30 00	19,350
1,000	do	Pine plank	50 00	50
1,000	do	Hardwood plank.....	100 00	100
325,000	Lbs.	Wrought iron, including bolts, spikes, straps &c	0 15	48,750
10,000	do	Cast iron	0 15	1,500
270,000	No.	Ties..... per tie.	0 35	94,500
116	Miles	Track-laying..... per mile.	250 00	29,000
186,000	C. yards	Ballasting..... per c. yd.	0 75	139,500
26	Sets	Points and crossings..... laying each set.	20 00	520
Total amount.....				\$2,052,770

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	ROBERT J. CAMPBELL, Contractor, St. Catherines, Ont.
		do	JOHN KILEY, Contractor, Rochester, N.Y.
Signatures and Residences of Securities.	}	do	THOS. WILSON, Iron Founder, Wentworth, Dundas Co.
		do	JOHN FREDERICK, Farmer, West Flamboro'.

Dated at Ottawa, the 19th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of two million nine hundred and fifty thousand dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works, completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres	Clearing..... per acre.	50 00	25,000
20	do	Close-cutting..... do	70 00	1,400
50	do	Grubbing (including side-ditches and off-take drains)..... do	200 00	10,000
300,000	C. yards.	Solid rock excavation..... per c. yd.	3 80	1,140,000
30,000	do	Loose do..... do	2 50	75,000
80,000	do	Earth excavation, (including borrowing)..... do	0 40	32,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 50	10,000
10,000	Lin. feet	Under-drains..... per 100 l. ft.	65 00	65,000
1 span.	40 ft clear	Howe truss..... per span.	3,000 00	3,000
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	180 00	76,500
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	156 00	31,200
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	120 00	19,200
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	80 00	25,600
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	60 00	27,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	50 00	65,000
1,000	C. yards	Rip-rap..... per c. yd.	1 25	1,250
2,400	do	Bridge masonry..... do	18 00	43,200
380	do	Cribwork in abutments and piers of bridges (including timber and stone filling)..... do	3 25	1,235

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.				Rate.	Amount.
						\$ cts	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>							
500	Lin. feet	16 inches by 12 inches.....	per l. ft.		1 00	500	
84,000	do	15 do 12 do	do		0 80	67,200	
84,000	do	15 do 9 do	do		0 70	58,800	
1,000	do	12 do 12 do	do		0 70	70	
20,000	do	12 do 9 do	do		0 65	13,000	
140,000	do	12 do 6 do	do		0 60	84,000	
245,000	do	9 do 9 do	do		0 55	134,740	
225,000	do	9 do 8 do	do		0 50	123,750	
84,000	do	6 do 4 do	do		0 30	25,200	
<i>Round timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>							
260,000	do	12 inches by 12 inches.....	per l. ft.		0 70	182,000	
44,000	do	12 do 10 do	do		0 69	30,360	
16,000	do	12 do 9 do	do		0 68	10,880	
81,000	do	12 do 6 do	do		0 66	53,460	
14,000	do	12 do 4 do	do		0 60	8,400	
74,000	do	9 do 9 do	do		0 55	40,700	
198,000	do	9 do 6 do	do		0 50	99,000	
15,000	do	9 do 4 do	do		0 45	6,750	
29,000	do	6 do 4 do	do		0 30	8,700	
1,000	do	8-inch flatted timber	do		0 30	300	
645,000	Feet B.M.	Hemlock or spruce plank.....	per 1,000 ft. B.M.		45 00	29,025	
1,000	do	Pine plank.....	do		45 00	45	
1,000	do	Hardwood plank.....	do		125 00	125	
325,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c	per lb.		0 18	58,500	
10,000	do	Cast iron.....	do		0 15	1,500	
270,000	No.	Ties.....	per tie.		0 40	108,000	
116	Miles	Track-laying	per mile.		750 00	87,000	
186,000	C. yards	Ballasting	per c. yd.		0 35	65,100	
26	Sets.	Points and crossings.....	laying each set.		50 00	1,300	
Total amount.....							\$2,950,000

Ballast hauled over 10 miles, 3c. per cubic yard, to be added within ballast price, for each and every mile so hauled.

\$535 per mile will be accepted for track-laying, and the Government furnish engines and bars.

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all

the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	SAMUEL B. REED, Joliet, Illinois.
		do	FRANK W. DAVIS, Railroad Contractor, Joliet, Illinois.
		do	JACOB A. HENRY, Railroad Contractor. Joliet, Illinois. U. S.
Signatures and Residences of Securities.	}	do	C. W. PHELPS, Lumber Dealer, St. Catherines, Ont.
		do	THOMAS HAMMILL, Lumber Dealer, St. Catherines, Ont.

Dated at Ottawa, the 20th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates, applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million six hundred and eighty-three thousand and eighty-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres	Clearing..... per acre.	50 00	25,000
20	do	Close cutting..... do	80 00	1,600
50	do	Grubbing (including side-ditches and off-take drains)..... do	150 00	7,500
300,000	C. yards	Solid rock excavation..... p. c. yd.	2 50	750,000
30,000	do	Loose do..... do	1 50	45,000
80,000	do	Earth excavation (including borrowing)..... do	0 40	32,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 40	8,000
10,000	Lin. feet	Under-drains..... p. 100 l. ft.	250 00	25,000
1 span	40 ft. clear	Howe truss..... per span.	1,600 00	1,600
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per lin. ft.	75 00	31,875
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	50 00	10,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	40 00	6,400
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	30 00	9,600
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	20 00	9,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	15 00	19,500
1,000	C. yards	Rip-rap..... per c. yd.	2 00	2,000
2,400	do	Bridge masonry..... do	16 00	38,400
380	do	Cribwork in abutments and piers of bridges, including timber and stone filling..... do	4 00	1,520

SCHEDULE OF QUANTITIES AND PRICES—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lin. feet	16 inches by 12 inches per lin. ft.	0 50	250
84,000	do	15 do 12 do do	0 40	33,600
84,000	do	15 do 9 do do	0 34	28,560
1,000	do	12 do 12 do do	0 30	300
20,000	do	12 do 9 do do	0 30	6,000
140,000	do	12 do 6 do do	0 20	28,000
245,000	do	9 do 9 do do	0 20	49,000
225,000	do	9 do 8 do do	0 15	33,750
84,000	do	6 do 4 do do	0 15	12,600
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches per lin. ft.	0 15	39,000
44,000	do	12 do 10 do do	0 15	6,600
16,000	do	12 do 9 do do	0 15	2,400
81,000	do	12 do 6 do do	0 15	12,150
14,000	do	12 do 4 do do	0 12	1,680
74,000	do	9 do 9 do do	0 10	7,400
198,000	do	9 do 6 do do	0 10	19,800
15,000	do	9 do 4 do do	0 10	1,500
29,000	do	6 do 4 do do	0 07	2,030
1,000	do	8 inches flatted timber do	0 10	100
645,000	Ft. B. M.	Hemlock or spruce plank per 1,000 ft. B. M.	30 00	19,350
1,000	do	Pine plank do	50 00	50
1,000	do	Hardwood plank do	50 00	50
325,000	lbs.	Wrought iron, including bolts, spikes, straps, &c per lb.	0 10	32,500
10,000	do	Cast iron do	0 10	1,000
270,000	No.	Ties per tie.	0 50	135,000
116	Miles	Track-laying per mile.	400 00	46,400
186,000	C. yards	Ballasting per c. yd.	0 75	139,500
26	Sets	Points and crossings laying each set.	20 00	520
Total amount.....				\$1,683,085

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	GEORGE TALBOT, Contractor, Buffalo, N.Y.,
		do	FRANCIS JONES, C.E. Kemptville.
		do	CHAS. J. NORTIN, Montreal, Que.
Signatures and Residences of Securities.	}	do	WM. FINGLAND, Ottawa.

Dated at Ottawa, the 19th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million seven hundred and eighty thousand three hundred and ten dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts	\$	
500	Acres.	Clearing	per acre.	50 00	25,000
20	do	Close-cutting	do	30 00	600
50	do	Grubbing (including side-ditches and off-take drains)	do	100 00	5,000
300,000	C. yards.	Solid rock excavation	per c. yd.	2 50	750,000
30,000	do	Loose do	do	1 00	30,000
80,000	do	Earth excavation (including borrowing).....	do	0 50	40,000
20,000	do	Excavation in off-take ditches beyond railway limits	do	0 60	12,000
10,000	Lin. feet.	Under-drains.....	per 100 l. ft.	50 00	50,000
1 span	40 ft. clear	Howe truss.....	per span.	2,400 00	2,400
425	Lin. feet.	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot).....	per l. ft.	120 00	51,000
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	100 00	20,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot).....	do	75 00	12,000
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot).....	do	50 00	16,000
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	30 00	13,500
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	25 00	36,500
1,000	C. yards.	Rip-rap.....	per c. yd.	4 00	4,000
2,400	do	Bridge masonry.....	do	15 00	36,000
380	do	Crib-work in abutments and piers of bridges, including timber and stone filling.....	do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES.—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
<i>Square Timber in trestle-work, bridges, culverts, &c.</i>				
500	Lin. feet.	16 inches by 12 inches..... per l. ft.	0 40	200
84,000	do	15 do 12 do do	0 38	31,920
84,000	do	15 do 9 do do	0 35	29,400
1,000	do	12 do 12 do do	0 35	350
20,000	do	12 do 9 do do	0 33	6,600
140,000	do	12 do 6 do do	0 25	35,000
245,000	do	9 do 9 do do	0 30	73,500
225,000	do	9 do 8 do do	0 30	37,500
84,000	do	6 do 4 do do	0 20	16,800
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per l. ft.	0 25	65,000
44,000	do	12 do 10 do do	0 25	11,000
16,000	do	12 do 9 do do	0 25	4,000
81,000	do	12 do 6 do do	0 20	16,200
14,000	do	12 do 4 do do	0 20	2,800
74,000	do	9 do 9 do do	0 25	18,500
198,000	do	9 do 6 do do	0 30	39,600
15,000	do	9 do 4 do do	0 25	3,750
29,000	do	6 do 4 do do	0 20	5,800
1,000	do	8-inch flatted timber..... do	0 20	200
645,000	Ft. B.M.	Hemlock or spruce plank..... per 1,000 ft. B.M.	25 00	16,125
1,000	do	Pine plank do	40 00	40
1,000	do	Hardwood plank..... do	75 00	75
326,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c)..... per lb.	0 15	48,750
10,000	do	Cast iron..... do	0 12	1,200
270,000	No.	Ties..... per tie.	0 30	81,000
116	Miles.	Track-laying per mile.	300 00	34,800
186,000	C. yards.	Ballasting..... per c. yd.	0 50	93,000
24	Sets.	Points and crossings laying each set.	50 00	1,300
Total amount.....				\$1,780,310

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and they offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	JOHN O'BRIEN, Contractor, Rhinebeck, Dutchess Co., N.Y.
		do	LEWIS RIDER, Contractor, Rhinebeck, N.Y.
Signatures and Residences of Securities.	{	(Signed)	J. C. ROGERS, Lachine.
		do	JOHN LYONS, Ottawa.

Dated at Lachine, the 19th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36¼ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36¼ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million five hundred and ninety-one thousand eight hundred and twenty-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres.	Clearing..... per acre.	30 00	15,000
20	do	Close cutting..... do	50 00	1,000
50	do	Grubbing (including side ditches and off-take drains)..... do	80 00	4,000
300,000	C. yards.	Solid rock excavation..... per c. yd.	2 75	825,000
30,000	do	Loose do..... do	1 75	52,500
80,000	do	Earth excavation (including borrowing)..... do	0 37	29,600
20,000	do	Excavation in off-take ditches, beyond railway limits..... do	0 45	9,000
10,000	Lin. feet.	Under-drains..... per 100 lin. ft.	55 00	5,500
1 span	40 ft. clear	Howe Truss..... per span.	600 00	600
425	Lin. feet.	Tunnelling for Railway (sectional area equal to 15 cubic yards to the lineal foot)..... per lin. ft.	30 00	12,750
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	26 00	5,200
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	18 00	2,880
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	14 00	4,480
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	9 00	4,050
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	7 00	9,100
1,000	C. yard	Rip-rap..... per c. yd.	11 00	26,400
2,400	do	Bridge masonry..... do	11 00	26,400
380	do	Crib-work in abutments and piers of bridges (including timber and stone filling)..... do	2 75	1,045

SCHEDULE AND QUANTITIES OF PRICES.—*Concluded.*

Approximate Quantities.	Description of Work.		Rate.	Amount.
		<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>	\$ cts.	\$
500	Lin. feet.	16 inches by 12 inches..... per lin. ft.	0 33	165
84,000	do	15 do by 12 do..... do	0 30	25,200
84,000	do	15 do by 9 do..... do	0 30	25,200
1,000	do	12 do by 12 do..... do	0 30	300
20,000	do	12 do by 9 do..... do	0 28	5,600
140,000	do	12 do by 6 do..... do	0 28	39,200
245,000	do	9 do by 9 do..... do	0 25	61,250
225,000	do	9 do by 8 do..... do	0 25	56,250
84,000	do	6 do by 4 do..... do	0 20	16,800
		<i>Round Timber in trestle-work, bridges, culverts, &c.. of size to square to following dimensions.</i>		
260,000	do	12 inches by 12 inches..... per lin. ft.	0 18	46,800
44,000	do	12 do by 10 do..... do	0 17	7,480
16,000	do	12 do by 9 do..... do	0 17	2,560
81,000	do	12 do by 6 do..... do	0 12	9,720
14,000	do	12 do by 4 do..... do	0 10	1,400
74,000	do	9 do by 9 do..... do	0 12	8,880
198,000	do	9 do by 6 do..... do	0 10	19,800
15,000	do	9 do by 4 do..... do	0 08	1,200
29,000	do	6 do by 4 do..... do	0 06	1,740
1,000	do	8 inch flatted timber..... do	0 12	120
645,000	Ft. B. M.	Hemlock or spruce plank..... per 1,000 B.M.	12 00	7,740
1,000	do	Pine plank..... do	25 00	25
1,000	do	Hardwood plank..... do	20 00	20
325,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c..... per lb.	0 13	42,250
10,000	do	Cast iron..... do	0 10	1,000
270,000	No.	Ties..... per tie.	0 40	108,000
116	Miles.	Track-laying..... per mile.	290 00	33,640
186,000	C. yards.	Ballasting..... per c. yd.	0 33	61,380
26	Sets.	Points and crossings..... laying each set.	10 00	260
		Total amount.....		\$1,501,825

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	R. T. SUTTON, Contractor, Brantford.
		do	WM. THOMPSON, Warden, County Brant.
		do	JAMES McKNIGHT, Windsor, County Norfolk.
Signatures and Residences of Securities.	{	do	A. SPENCE, Carriage Manufacturer, Brantford, Co. Brant.

Dated at Brantford, the 18th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates, applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million seven hundred and forty-five thousand nine hundred and thirty-five dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres	Clearing..... per acre.	30 00	15,000
20	do	Close-cutting..... do	40 00	800
50	do	Grubbing (including side-ditches and off-take drains)..... do	50 00	2,500
300,000	C. yards	Solid rock excavation..... per c. yd.	3 66½	1,100,000
30,000	do	Loose do..... do	1 00	30,000
80,000	do	Earth excavation (including borrowing)..... do	0 60	48,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 20	4,000
10,000	Lin. feet	Under-drains..... do	30 00	3,000
1 span	40 ft. clear	Howe truss..... per span.	700 00	700
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	120 00	51,000
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	80 00	16,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	60 00	9,600
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	32 00	10,240
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	24 00	10,800
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	12 00	15,600
1,000	C. yards	Rip-rap..... per c. yd.	1 00	1,000
2,400	do	Bridge masonry..... do	15 00	3,600
380	do	Cribwork in abutments and piers of bridges (including timber and stone filling)..... do	3 00	1,040

SCHEDULE OF QUANTITIES AND PRICES.—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$	
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>					
500	Lin. feet	16 inches by 12 inches.	per l. ft.	0 33	165
84,000	do	15 do 12 do	do	0 30	25,200
84,000	do	15 do 9 do	do	0 25	21,000
1,000	do	12 do 12 do	do	0 25	250
20,000	do	12 do 9 do	do	0 20	4,000
140,000	do	12 do 6 do	do	0 12½	17,500
245,000	do	9 do 9 do	do	0 10	24,500
225,000	do	9 do 8 do	do	0 10	22,500
84,000	do	6 do 4 do	do	0 05	4,200
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>					
260,000	do	12 inches by 12 inches.	per l. ft.	0 20	52,000
44,000	do	12 do 10 do	do	0 18	7,920
16,000	do	12 do 9 do	do	0 15	2,400
81,000	do	12 do 6 do	do	0 10	8,100
14,000	do	12 do 4 do	do	0 08	1,120
74,000	do	9 do 9 do	do	0 10	7,400
198,000	do	9 do 6 do	do	0 07	13,860
15,000	do	9 do 4 do	do	0 06	900
29,000	do	6 do 4 do	do	0 05	1,450
1,000	do	8-inch flatted timber.	do	0 10	100
645,000	Feet B.M.	Hemlock or spruce plank.	per 1,000 ft. B.M.	16 00	10,320
1,000	do	Pine plank	do	25 00	25
1,000	do	Hardwood plank.	do	25 00	25
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.)	per lb.	0 10	32,500
10,000	do	Cast iron	do	0 08	800
270,000	No.	Ties	per tie.	0 25	67,500
116	Miles	Track-laying	per mile.	300 00	34,800
186,000	C. yards	Ballasting.	per c. yd.	0 33	62,000
26	Sets	Points and crossings.	laying each set.	20 00	520
Total amount.					\$1,745,935

NOTE.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with 115th Clause of the Specification with regard to the money deposit, and does offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations (Signed) CHARLES C. GREGORY,
and Residences of Parties } Civil Engineer and Contractor,
Tendering. } Fredericton, New Brunswick.

Signatures and Residences of } do FRANK BOND,
Securities. } do S. T. FORGIE,
Montreal.
Montreal.

Dated at Montreal, the 16th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works bearing date 1st August, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million eight hundred and thirty-two thousand one hundred and seventy-five dollars.

The undersigned further agree that all additions to, and alterations or omissions in the work contracted for, shall be valued, and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
500	Acres	Clearing..... per acre.	30 00	15,000
20	do	Close-cutting..... do	40 00	800
50	do	Grubbing (including side-ditches and off-take drains)..... do	200 00	10,000
300,000	C. yards.	Solid rock excavation..... per c. yd.	2 30	690,000
30,000	do	Loose do..... do	1 00	30,000
80,000	do	Earth excavation (including borrowing)..... do	0 40	32,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 70	14,000
10,000	Lin. feet	Under-drains..... per 100 l. ft.	80 09	8,000
1 span.	40 ft. clear	Howe truss..... per span.	2,200 00	2,200
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	131 00	55,675
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	114 00	22,800
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	88 00	14,080
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	52 00	16,640
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	40 00	18,000
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	30 00	39,000
1,000	C. yards	Rip-rap..... per c. yd.	2 00	2,000
2,400	do	Bridge masonry..... do	20 00	48,000
380	do	Cribwork in abutments and piers of bridges (including timber and stone filling)..... do	5 00	1,900

SCHEDULE OF QUANTITIES AND PRICES.—*Concluded.*

Approximate Quantities.		Description of Work.	Rate.	Amount.
<i>Squared Timber in trestle-work, bridges, culverts, &c.</i>				
			\$ cts.	\$
500	Lin. feet	16 inches by 12 inches..... per l. ft.	0 85	425
84,000	do	15 do 12 do	0 80	67,200
84,000	do	15 do 9 do	0 57	47,880
1,000	do	12 do 12 do	0 60	600
20,000	do	12 do 9 do	0 40	8,000
140,000	do	12 do 6 do	0 31	43,400
245,000	do	9 do 9 do	0 25	61,250
225,000	do	9 do 8 do	0 25	56,250
84,000	do	6 do 4 do	0 08	6,720
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>				
260,000	do	12 inches by 12 inches..... per l. ft.	0 40	104,000
44,000	do	12 do 10 do	0 35	15,400
16,000	do	12 do 9 do	0 30	4,800
81,000	do	12 do 6 do	0 25	20,250
14,000	do	12 do 4 do	0 20	2,800
74,000	do	9 do 9 do	0 25	18,500
198,000	do	9 do 6 do	0 17	33,660
15,000	do	9 do 4 do	0 12	1,800
29,000	do	6 do 4 do	0 07	2,030
1,000	do	8-inch flatted timber..... do	0 10	100
645,000	Feet B.M.	Hemlock or spruce plank..... per 1,000 ft. B.M.	45 00	29,025
1,000	do	Pine plank..... do	50 00	50
1,000	do	Hardwood plank..... do	60 00	60
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.)..... per lb.	0 16	52,000
10,000	do	Cast iron..... do	0 12	1,200
270,000	No.	Ties..... per tie.	0 35	94,500
116	Miles.	Track-laying..... per mile.	400 00	46,400
186,000	C. yards.	Ballasting..... per c. yd.	0 50	93,000
26	Sets.	Points and crossings..... laying each set.	30 00	780
Total amount.....				\$1,832,175

Notes.—The material to be distributed in accordance with the Specification and Note at foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	JAMES WRIGHT, Road Contractor, Côté St. Antoine, Montreal.
		do	HENRY SHACKELL, Railway Locomotive Agent and Contractor, Montreal.
Signatures and Residences of Securities.	}	(Signed)	W. CROSS, Road Contractor, Montreal.
		do	T. E. FOSTER, Montreal.
		do	JOHN R. MIDDLEMISS, Montreal.

Dated at Montreal, the 19th day of September, 1876.

FIFTEENTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—GRADING FROM CROSS LAKE TO KEEWATIN, 36½ MILES.
 TRACK-LAYING, SELKIRK TO KEEWATIN, 112½ MILES.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading, and other works required to be done on the line between Cross Lake and Keewatin, in length about 36½ miles, together with the track-laying and ballasting between Selkirk and Keewatin, upon the terms and conditions stipulated in the Specification bearing date 18th April, 1876, and within the time stated in the Bill of Works, bearing date 1st August, 1876, at the rates given herewith, which rates, applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million seven hundred and twenty-seven thousand eight hundred and twenty-five dollars.

The undersigned further agree that all additions to and alterations or omissions in the work contracted for shall be valued and added to or deducted from the above-mentioned amount as the case may require, according to the prices set opposite each description of works in the following schedule, and according to the special provisions of the Specification, and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the whole of the work embraced in the Bill of Works completed before the 1st July, 1879.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$ cts.
500	Acres	Clearing..... per acre.	40 00	20,000
20	do	Close-cutting..... do	50 00	1,000
50	do	Grubbing (including side-ditches and off-take drains)..... do	70 00	3,500
300,000	C. yards.	Solid rock excavation..... per c. yd.	2 85	855,000
30,000	do	Loose do..... do	1 50	45,000
80,000	do	Earth excavation (including borrowing)..... do	0 35	28,000
20,000	do	Excavation in off-take ditches beyond railway limits..... do	0 45	9,000
10,000	Lin. feet	Under-drains..... per 100 l. ft.	50 00	5,000
1 span.	40 ft. clear	Howe truss..... per span.	2,000 00	2,000
425	Lin. feet	Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. ft.	130 00	54,250
200	do	20-foot tunnels for streams (12 cubic yards per lineal foot)..... do	110 00	22,000
160	do	16-foot tunnels for streams (8 cubic yards per lineal foot)..... do	80 00	12,800
320	do	12-foot tunnels for streams (4 cubic yards per lineal foot)..... do	52 60	16,640
450	do	8-foot tunnels for streams (2 cubic yards per lineal foot)..... do	30 00	13,500
1,300	do	6-foot tunnels for streams (1 cubic yard per lineal foot)..... do	20 00	26,000
1,000	C. yards.	Rip-rap..... per c. yd.	2 50	2,500
2,400	do	Bridge masonry..... do	16 00	38,400
380	do	Cribwork in abutments and piers of bridges (including timber and stone filling)..... do	4 25	1,615

SCHEDULE OF QUANTITIES AND PRICES.—*Concluded.*

Approximate Quantities.	Description of Work.		Rate.	Amount.	
			\$ cts.	\$	
<i>Square Timber in trestle-work, bridges, culverts, &c.</i>					
500	Lin. feet.	16 inches by 12 inches.....	per l. ft.	0 90	450
84,000	do	15 do 12 do	do	0 70	5,880
84,000	do	15 do 9 do	do	0 60	5,040
1,000	do	12 do 12 do	do	0 60	600
20,000	do	12 do 9 do	do	0 35	7,000
140,000	do	12 do 6 do	do	0 20	28,000
245,000	do	9 do 9 do	do	0 21	51,450
225,000	do	9 do 8 do	do	0 20	45,000
84,000	do	6 do 4 do	do	0 06	5,040
<i>Round Timber in trestle-work, bridges, culverts, &c., of size to square to following dimensions.</i>					
260,000	do	12 inches by 12 inches.....	per l. ft.	0 20	52,000
44,000	do	12 do 10 do	do	0 23	10,120
16,000	do	12 do 9 do	do	0 25	4,000
81,000	do	12 do 6 do	do	0 20	16,200
14,000	do	12 do 4 do	do	0 15	2,100
74,000	do	9 do 9 do	do	0 15	11,100
198,000	do	9 do 6 do	do	0 15	29,700
15,000	do	9 do 4 do	do	0 12	1,800
29,000	do	6 do 4 do	do	0 08	2,320
1,000	do	8-inch flatted timber.....	do	0 07	70
645,000	Feet B.M.	Hemlock or spruce plank	per 1,000 ft. B.M.	30 00	19,350
1,000	do	Pine plank	do	40 00	40
1,000	do	Hardwood plank	do	60 00	60
325,000	Lbs.	Wrought iron (including bolts, spikes, straps, &c.)	per lb.	0 17	55,250
10,000	do	Cast iron.....	do	0 15	1,500
270,000	No.	Ties	per tie.	0 40	108,000
116	Miles.	Track-laying.....	per mile.	350 00	40,600
186,000	C. yards.	Ballasting	per c. yd.	0 35	65,100
26	Sets.	Points and crossings.....	laying each set.	150 00	3,900
Total amount.....					\$1,727,875

NOTE.—The material to be distributed in accordance with the Specification and Note at the foot of Bill of Works.

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying

out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	} (Signed)	ROYAL HILL,
		Contractor, Chicago, Ill.
	do	CLARK LIFE,
		Contractor, Chicago, Ill.
Signatures and Residences of Securities.	} (Signed)	JOHN McKECHNEY,
		Contractor, Chicago, Ill.
	do	ALEXANDER MANNING,
		Toronto.
	do	W. ARTHURS,
		Toronto.

Dated at Toronto, the 16th day of September, 1876.

N.B.—The prices for track-laying and ballasting are made upon this basis, that the Government furnishes the necessary motive power and cars for that purpose.

Very respectfully,

(Signed) HILL, LIFE & McKECHNEY,
Chicago, Ill.

This Indenture made the fifteenth day of January, one thousand eight hundred and seventy-nine,

Between Charles H. MacIntosh, of the City of Ottawa, in the County of Carleton and Province of Ontario, Esquire, and Alexander Bowie, of the same place, forwarder, hereinafter called the sureties of the first part, and Her Majesty Queen Victoria of the second part;

Whereas under and by virtue of Articles of Agreement dated ninth January, 1877, a copy of which are hereto annexed and made between Robert Twiss Sutton, of Brantford, in the County of Brant and Province of Ontario, William Thompson, of Oakland, in the said County of Brant, and Joseph Whitehead, of Clinton, in the County of Huron and Province of Ontario, Contractors of the first part; and Her Majesty Queen Victoria, represented therein by the Minister of Public Works of Canada, of the second part; the said parties of the first part in said Articles of Agreement did covenant and agree with Her Majesty Queen Victoria, represented as aforesaid for the performance of certain works mentioned and described in said Articles of Agreement on what is known as Section Fifteen of the Canadian Pacific Railway according to the manner set forth in said articles and the specifications of said works thereto annexed, and a copy of which are also hereto annexed.

And whereas (after a large portion of the work to be done under said contract and specifications had been performed), by any instrument in writing made between the said Robert Twiss Sutton and William Thompson, of the first part, and the said Joseph Whitehead, of the second part, the said Robert Twiss Sutton and William Thompson did assign, transfer and set over unto the said Joseph Whitehead, his executors, administrators and assigns, all their and each of their interest in said contract and work done and materials provided thereunder, and all their interest in the moneys and claim for moneys then payable, or to become payable under said contracts to the said Robert Twiss Sutton, William Thompson and Joseph Whitehead, jointly the parties of the first part in said Articles of Agreement above recited.

And whereas, by an Order in Council of Her Majesty's Privy Council for Canada on the application of the said Joseph Whitehead, through the Minister of Public

Works for Canada, authority was given by Her Majesty's Privy Council for Canada to said Joseph Whitehead, being substituted as sole Contractor with Her Majesty, represented as aforesaid in respect of said above mentioned contract in the room and stead of said Robert Twiss Sutton, William Thompson and Joseph Whitehead, jointly the Contractors under said Articles of Agreement.

And whereas, in pursuance of said Order in Council mentioned the said Joseph Whitehead has been so substituted and accepted by Her Majesty, represented as aforesaid, as sole Contractor as aforesaid in respect of said contract, and is now solely entitled to all moneys and benefits under said contract in the room and stead of said Robert Twiss Sutton, William Thompson and Joseph Whitehead, jointly.

And whereas, for the due completion of the said contract according to the terms in said Articles of Agreement and specifications above referred to by the said Joseph Whitehead, he, the said Joseph Whitehead, has been required to give the security hereby given, or intended so to be, to Her Majesty Queen Victoria.

And whereas, the parties hereto of the first part have agreed to execute this instrument for the purpose of giving such security.

Now, this Indenture witnesseth that the said parties of the first part hereto for themselves and each of them, their and each of their heirs, executors and administrators, jointly and severally covenant with Her Majesty and Her successors that the said Joseph Whitehead, above named, his executors and administrators shall and will, from time to time, and at all times, well and truly perform, keep and abide by all and singular the covenants, agreements and contracts in the said Articles of Agreement contained and on his part to be kept performed and abided by, and the said parties hereto of the first part further covenant and agree with Her Majesty and Her successors that all the rights, privileges and powers which may by virtue of the said Articles of Agreement be exercised by or on behalf of Her Majesty, or by the Engineer or Engineers, or other persons mentioned in the said Articles of Agreement, may be so exercised without notice to the said parties hereto of the first part, and without in any way releasing or interfering with the liability of the said parties hereto of the first part under their covenant herein contained.

In witness whereof the parties hereto have hereunto set their hands and seals.

(Signed) C. H. MACINTOSH, [L. S.]
" ALEX. BOWIE, [L. S.]

Signed, Sealed and delivered }
in presence of }
(Signed) ALEXANDER FERGUSON. }

Canadian Pacific Railway.—General Specification and conditions of contract for grading, bridging, track laying and ballasting.

CONTRACT 15—CANADIAN PACIFIC RAILWAY.

SUTTON, THOMPSON & WHITEHEAD.

The works to be done by the Contractors, of which the hereto annexed are the specifications, consist of all the excavation, grading and other works required to be done on the line between Station 1940, near Cross Lake, and Station O, at Rat Portage (Keewatin) near the eastern outlet of the Lake of the Woods, together with the track laying and such ballasting as may be required for one lift between Red River (Selkirk) and Rat Portage (Keewatin).

CANADIAN PACIFIC RAILWAY.
GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials required in making and building the Railway up to formation level, and preparing it for the permanent way; comprising clearing, close cutting, grubbing, fencing, excavation, tunnelling, draining, ditching, foundation works, bridges, culverts. Also track-laying, ballasting, and all other works connected with the construction and completion of the line of Railway, to which the Engineer may consider this specification to be applicable under each contract.

CLEARING, ETC.

2. The clearing is embraced in the contract for the erection of the telegraph; but in the event of the Telegraph Contractor failing to execute this portion of the work, the Contractor for grading may be required and directed to do it; a price for clearing is therefore necessary.

3. Where the Railway passes through wooded sections, the land must be cleared to the width of sixty-six feet on each side of the centre line, or such greater or lesser width as the Engineer may direct.

4. The clearing is to be done so that all the brush, logs, and other loose material within its limits shall be burned. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods, must be dragged out and burned. The land when burned must be left in a clean condition.

5. Where embankments are to be formed less than four feet or more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

6. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed and there piled. Directions will be given at the proper time, as to the extent of ground required to be cleared, close cut, and grubbed. The side ditching and off-take drains must also be grubbed, but no grubbing will be paid for in borrowing pits.

FENCING.

7. The fence, wherever required, shall be a strong, well-built, heavy farm fence of approved design, thoroughly secured by stakes, riders, posts and yokes, or other means to prevent its removal by gales of wind or animals.

8. The farm gates, when required, will be light and strong, of an approved design, similar to those on the Intercolonial Railway.

9. The fencing to be thoroughly completed through all the cleared lands, and wherever it may be directed to be placed by the Engineer.

GRADING.

10. In woodland the grading will be commenced after the clearing, close cutting and grubbing required, is completed to the satisfaction of the Engineer, and the Contractor will be held responsible for all damage to crops.

11. The width of embankments at sub-grade or formation level will be 17 feet. The width of cuttings will not be less than 22 feet. The slopes of earth work will be made one and a-half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of 6 feet shall be left on the surface of the rock. The widths,

slopes, and other dimensions above defined may be varied by the Engineer at any time, to suit circumstances. And the Contractor shall not take out nor be paid for rock, nor and other excavation beyond the slopes, without an express order, in writing, from the Engineer. In the event of a slide in a rock cutting after it is formed, the Contractor will remove the debris, and be paid for it as loose rock or as earth, according to the class to which it may appear to the Engineer to belong.

12. The material to be placed in the embankments must be approved by the Engineer, and in places where the natural surface of the ground upon which the embankment is to rest, is covered with vegetable matter, which cannot be burned off in clearing, and which would, in the opinion of the Engineer, impair the work, the same must be removed to his entire satisfaction. All sloping ground covered with pastures shall be deeply ploughed over the base of the embankments before the latter are commenced.

13. In level prairie sections, it will be necessary to excavate off-take ditches for considerable distances to the right or left of the line. These ditches will generally be required in the lowest ground, where the material is frequently of a tough nature (locally known by the name of "Gumbo.") These off-take ditches must be of such widths and depths as may be required and directed. The sides shall be sloped one vertical to two horizontal, and the material shall be cast out so as to leave a berm of at least six feet between the deposit and the top of the slopes. A separate price for off-take ditches will be required in the Tenders, and the quantities shall embrace all excavation in connection therewith, beyond the limits of the Railway land.

14. Side-hill ground to be covered by embankment shall first be thoroughly underdrained as the Engineer may see expedient, and all cuttings after being formed, and all slopes likely to be affected by wet must be similarly underdrained, longitudinally or transversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made, a trench will first be dug to a minimum depth of four feet on an average, and in the bottom of this trench, three or four cedar or spruce poles from two to three inches in diameter will first be laid by hand, breaking joint, over the poles will then be placed not less than three feet of small broken stone, not larger than ordinary road metal or good gravel ballast, over which will be deposited such material convenient to the place as the Engineer may approve of. The Contractor must find all the material required in these drains, do all the work described, and remove the surplus earth. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water, and therefore they may in level cuttings be deeper at one end than at the other, but the minimum depth will be not less than four feet.

15. On the completion of the cuttings and the underdrains provided for in last clause, ditches for the removal of surface water shall be formed along each side at the bottom of the slopes, according to directions to be given. Catch-water ditches shall also be formed some distance back from the top of slopes, to exclude from the excavation any water flowing from the adjoining lands; the Contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the Railway and works.

16. All open ditches in cuttings or elsewhere other than those referred to in Clause 13, and all excavations required for turning, making or changing watercourses, and which must be executed as may from time to time be directed, will be measured up and paid for as excavation according to its class, and all other excavations such as may be required in the formation of public roads, or in borrowing pits, or in grading depot grounds, turnouts or branches, and so much of foundation pits for bridges and culverts as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of the roadway, and must be executed and the material deposited according to the directions of the Engineer, and will be paid for at the same rate per yard as the ordinary excavation, according to its denomination. In foundation pits, where pumping or bailing becomes necessary,

all the excavation under water level shall be measured and reckoned at three times the price of earth excavation in order to cover the extra cost involved.

17. Excavation will be classed under three heads, viz : solid rock, loose rock, and earth, and will be paid for according to the following definitions :

1st. All stones and boulders measuring more than 40 cubic feet, and all solid quarry rock, shall be termed solid rock excavation.

2nd. All stones and boulders measuring more than 14 cubic feet, and all loose rock, whether in place or not in place, that may be removed with facility by hand, pick or bar, without the necessity of blasting, shall be termed loose rock excavation.

3rd. All other excavation of whatever kind, with the excavation of off-take ditches referred to in Clause 13, shall be termed Earth Excavation.

18. The contract price for these several classes of excavation shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than twelve hundred feet. For every hundred feet of haul over twelve hundred feet and up to twenty-five hundred feet, the Contractor will be allowed at the rate of one cent per cubic yard, that is to say in the event of the haul being in any case twenty-five hundred feet, thirteen cents per yard shall be added to the schedule rate ; which will be the maximum allowance per haul in any case. This clause shall not apply to ballast.

19. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left at the completion of the contract, at such heights, levels, widths and forms as directed by the Engineer, the upper surface of the banks to be rounded in order to throw off the water.

20. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded and left from six to eight inches lower at the sides than on the centre line. In rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water channels, road crossings, borrowing pits or elsewhere, must be deposited in such places as the Engineer may direct. In case where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, or from the sides of the road, or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express sanction. All borrowing pits shall, if required by the Engineer, be dressed to a good shape and properly drained. Where material to make up embankments is taken from the side, a berm of at least ten feet from bottom of slope of embankment shall remain untouched.

21. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the Engineer may direct that the embankments be increased in width with the surplus material, and when this is done to his satisfaction, the remainder, if any, may be wasted, but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

22. In cases where pitching or rip-rapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations may, with the approval of the Engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be paid for twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

23. Rip-rap work whenever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and paid for by the cubic yard.

24. Roads constructed to and from any point on the line of Railway for the convenience of the Contractor, for the conveyance of material or otherwise, must be at

his own risk, cost and charges, but the Contractor will not be required to purchase land for the railway track, for branches or for borrowing pits.

25. Wherever the line is intersected by public or private roads, the Contractor must keep open at his own cost convenient passing places, and he shall be held responsible for keeping all crossings, during the progress of the works, in such conditions as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men. At all public roads crossed on the level, the Contractor will be required to put in two substantial cattle guards of wood of such dimensions as may be directed by the Engineer.

26. Whenever any material is met with in the excavations, which the Engineer shall consider suitable and required for ballast, the same shall at his discretion be reserved for that purpose.

27. When slips occur in cuttings, after they are properly formed, the material must be immediately removed by the Contractor, the slopes re-formed, and such precautions adopted as the Engineer may deem necessary. The Contractor will be paid for the removal of slips as already provided for.

28. In the event of earth excavation being proceeded with in winter, no snow or ice must be placed in embankments, or allowed to be covered up in them, and all frozen earth must as far as practicable be excluded from the heart of embankments.

29. The Contractor shall, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, bridging, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

30. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible; in such cases the Engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

31. The prices stipulated for excavation of the several denominations, together with the price for haul in extreme cases, and the price for work in foundation pits under water level shall be the total prices for excavating, loading, removing and depositing all the material. In a word, the rates and prices stipulated in the contract must be understood to cover every contingency; the furnishing of all labor, material, power and plant; the cost of finishing up cuts and embankments, the dressing and draining of borrowing pits, when required; the dressing of slopes to the required angle, and the completing of everything connected with the grading of road-bed, in a creditable workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

TUNNELLING.

32. The tunnelling will consist of "Line Tunnels" and "Stream Tunnels;" the former shall be formed to an exact minimum section hereafter to be furnished. For the purpose of tendering, the sectional area of "Line Tunnels" shall be calculated at 405 superficial feet, equal to 15 cubic yards to the lineal foot of tunnel. The "Stream Tunnels," where formed, shall be driven through the solid rock which, in some places, forms the sides of ravines, they must be formed in the manner to be pointed out in each case. Open cuttings at the end will be excavated, to give an easy flow to the water, these open cuttings may be slightly curved, but the tunnels proper must be perfectly straight from end to end, with the sides as smooth as practicable. The up-stream ends in each tunnel must generally be one foot lower than the bed of the stream opposite, and they must be driven with a proper inclination. Care must be taken to leave a solid pillar of rock between the tunnel and the side of the ravine, equal (except in special cases) to not less than about double the diameter of the tunnel. The thickness of solid rock over the tunnel shall be similarly pro-

portioned. The open cuttings which form the outlets and inlets of tunnels shall be measured and paid as ordinary excavation, according to classification, the material excavated from them to be placed in the embankments or as may be directed. The tunnels shall be paid for by the lineal foot and the price must cover all cost of pumping, bailing, draining, &c., which may be necessary. The tunnels required will be of the following general dimensions:—

Sectional Areas.				Lineal Foot of Tunnel.		
Twenty feet	Tunnels,	324	superficial feet	equals	12	cubic yards.
Sixteen feet	do	216	“ “	do	8	“ “
Twelve feet	do	108	“ “	do	4	“ “
Eight feet	do	54	“ “	do	2	“ “
Six feet	do	27	“ “	do	1	“ “

TIMBER STRUCTURES.

33. The structures for the passage of small streams may be built of the most suitable wood to be found in the country. Character and quality to be approved by the Engineer. The several structures are intended to be built according to the following specification and the drawings referred to; but the character of the designs may be changed to suit circumstances.

34. General Drawings No. 1 to 9, inclusive, show the kind of structures to be erected for the passage of the smaller streams under the Railway.

Drawing No. 1,	for embankments	2 feet high.
“ No. 2,	“ “	4 “ “
“ No. 3,	“ “	6 “ “
“ No. 4,	“ “	8 “ “
“ No. 5,	“ “	10 “ “
“ No. 6,	“ “	15 “ “
“ No. 7,	“ “	20 “ “
“ No. 8,	“ “	25 “ “
“ No. 9,	“ “	30 “ “

35. No. 1 will be composed of two bents framed together in the manner shewn in the drawing, having cap and mud-sills framed into post and braces, and pinned as shewn. These bents will be placed in trenches—previously excavated—11 feet centre to centre, and at least 5 feet in the ground, and when properly levelled as to grade, height, &c., the earth will then be firmly packed around them. These bents will be spanned by stringers 16 inches by 12 inches, and bolted by $\frac{7}{8}$ inch bolts—with washers—to the cap sills. The bank stringers will be 12 inches by 12 inches. The whole then covered by ties 9 inches by 8 inches, and of the lengths shewn in the plan.

36. No. 2 will be similar in every respect to No. 1, except as to height of bents. See drawing.

37. No. 3 will be composed of four bents; each bent will have cap and mud sills 12 inches by 12 inches, and four posts 12 inches by 12 inches, and two braces 12 inches by 12 inches, all framed together and pinned in the manner shewn. There will be two diagonal braces of 9 inches by 6 inches placed in each bent in the manner shewn, and bolted to the frames by $\frac{7}{8}$ inch bolts with washers under the heads and nuts of bolts, seven bolts to each brace. Trenches will be dug for the reception of these bents 11 feet centre to centre, and 5 feet deep, and when the bents have been levelled up to grade height and placed in line, the earth will then be tamped firmly round them. Stringers of 16 inches by 12 inches must be provided and bolted to cap sills by $\frac{7}{8}$ inch iron bolts with washers. The bank stringers will be 12 inches by 12 inches; the whole structure will then be covered with special ties 9 inches by 8 inches as shewn.

38. Nos. 4 to 9 will be similar to No. 3 already described. No. 6 will have six bents, No. 7 eight bents, No. 8 eight bents, and No. 9 ten bents, and they will increase in height according to the height of the bank. In cases where stringers cannot be procured long enough to span the entire number of bents, as in the cases of Nos 6, 7, 8, and 9, then the stringers may be joined either by butt-joint on corbells resting on cap-sills, or be allowed to overlap each other on cap-sills, all being firmly bolted to cap-sills.

39. Wherever the circumstances of the case require the adoption of trestle work in lieu of embankments, the same shall be erected in the most substantial manner in accordance with the plans and specifications of the same to be furnished from time to time by the Engineer.

40. Wherever the circumstances of the case require the adoption of bridges on piles, they will be erected according to the following or another approved plan. Trenches will first be excavated 21 feet centre to centre and to the depth of the beds of the streams. Each bent will be composed of 4 piles, driven perpendicularly, together with 2 spur piles, as shewn in the drawing. The piles are to measure at the butt or larger end not less than 12 nor more than 17 inches in diameter, exclusive of bark. They must be perfectly sound and straight, and be of such lengths as circumstances may require. The piles must be driven by a hammer weighing 1,500 lbs. or upwards, until they reach perfectly firm ground. They will generally be tested by the hammer falling 30 feet at the last blow. Care must be taken to have them driven truly, so that the caps, waling pieces and braces may be properly framed and bolted to them. The spur piles must be curve-pointed, so that as they are driven they will gradually come into their places and butt against the piles and be bolted to the same, with two bolts to each spur pile. Before being driven the piles must be sawed or chopped off square at the butt, and tapered to a blunt point at the smaller end. Should there appear to be any danger of splitting, the heads must be bound with iron hoops, and if necessary the points must also be properly shod. The stringers must be double, 12 inches by 16 inches, bolted together and resting on corbells, and be bolted securely to corbells and caps. The stringers must be of as long lengths as possible, and to break joint alternately inside and out. The bank stringers will be 16 inches by 12 inches. The whole to be covered by special ties 9 inches by 8 inches as shewn.

41. The Railway will be carried over the larger streams by bridges. The abutments and piers will in some cases be built of crib work filled with stone. The cribs must be constructed in the most substantial manner of the most suitable timber to be found in the vicinity, outside timbers to be not less than 12 inches square, dove-tailed at the angles, and properly pinned with hardwood pins or rag-bolts of iron, as the Engineer may direct; the ties may be of suitable round timber, dove-tailed into face timbers and pinned. The sloping faces of the cut waters to piers must be of square timber laid with one side in the line of the rake of the cut water and be dove-tailed at angles, the two faces of the cut waters will then be sheathed with hardwood plank 3 inches thick. The whole of the abutments and piers to be finished in accordance with the plans and to the satisfaction of the Engineer.

42. Where the circumstances of the case require the adoption of timber bridges, their superstructure will be of the most improved Howe truss pattern, built of pine, with white oak keys, cast iron prisms and wrought iron rods, with up-set ends, the whole to be first class material and workmanship. Detail drawings will be prepared during the progress of the work by the Engineer to suit each span or bridge, and to which the Contractor must work. These bridges must be executed in a thoroughly substantial and workmanlike manner, and shall be completed in every respect, except painting, which will not be included in the present contract.

43. The Government reserves the right to substitute and furnish iron superstructures for bridges in lieu of timber, and to take such steps as may be deemed best for placing the same in position. In the event of this right being exercised after the Contractor has incurred expense in procuring some of the timber, he shall

not be entitled to any compensation on account of the substitution beyond the value of the material furnished and the labor expended thereon.

FOUNDATIONS.

44. Foundation pits must be sunk to such depths as the Engineer may deem proper for the safety and permanency of the structure to be erected; they must in all cases be sunk to such depths as will prevent the structures being acted on by the frost. The material excavated therefrom to be deposited in embankment, unless the Engineer direct otherwise.

MASONRY.

45. In order to prevent delay it will be expedient generally to build the structures in the first place of timber, but should it be practicable to insert structures of masonry at one or more places without interfering with the progress of the work, and it appear expedient to do so, the Engineer may be authorized to substitute masonry for wooden structures. In such cases the work must be of a substantial and permanent character, and in every respect equal to the best description of masonry in Railway works.

46. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined and approved by the Engineer, nor until the Contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

47. The stone used in all masonry on the line of railway, must be of a durable character, large, well proportioned and well adapted for the construction of substantial and permanent structures; parties tendering must satisfy themselves as to where fitting material for the masonry can be most conveniently procured.

48. Bridge masonry shall generally be in regular courses, of large well-shaped stone, laid on their natural beds, the beds and vertical joints will be hammer dressed, so as to form quarter-inch joints. The vertical joints will be dressed back square 9 inches, the beds will be dressed perfectly parallel throughout. The work will be left with the "quarry face" except the outside arrises, strings, and coping, which will be chisel dressed.

49. The courses will not be less than twelve inches, and they will be arranged in preparing the plans to suit the nature of the quarries, courses may range up to 24 inches and the thinnest courses invariably be placed towards the top of the work.

50. Headers will be built in every course not farther apart than 6 feet, they have a length in line of wall of not less than 24 inches, and they must run back at three times their height, unless when the wall will not allow this proportion, in which case they will pass through from front to back. Stretchers will have a minimum length in line of wall of 30 inches, and their breadth of bed will at least be $1\frac{1}{2}$ times their height. The vertical joints in each course must be arranged so as to overlap those in the course below 10 inches at least. The above dimensions are for minimum courses of 12 inches, the proportions will be the same for thicker courses.

51. The quoins of abutments, piers, &c., shall be of the best and largest stones, and have chisel drafts properly tooled on the upright arris, from two to six inches wide, according to the size and character of the structure.

52. Coping stones, string courses and cut-waters shall be neatly dressed in accordance with plans and directions to be furnished during the progress of the work.

53. The bed stones for girders shall be the best description of sound stone, free from dries or flaws of any kind, they must be not less than 12 inches in depth for the smaller bridges, and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight; these stones shall be solidly and carefully placed in position, so that the bridge will sit fair on the middle of the stone.

54. The backing will consist of flat bedded stone, well shaped, having an area of bed equal to four superficial feet or more. Except in high piers or abutments, two thicknesses of backing stone, but not more, will be allowed in each course, and their joints must not exceed that of the face work. In special cases, where deemed necessary by the Engineer, to insure stability, the backing shall be in one thickness: the beds must, if necessary, be scabbled off, so as to give a solid bearing. No pinning will be admitted. Between the backing and face stones there must be a good square joint, not exceeding one inch in width, and the face stones must be scabbled off to allow this. In walls over three feet in thickness, headers will be built in front and back alternately, and great care must be taken in the arrangement of the joints so as to give perfect bond.

55. Culvert masonry shall be built of good, sound, large flat-headed stones, laid in horizontal beds. It may be known as random work, or broken coursed rubble. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less in thickness than eight inches, and they must be hammer dressed so as to give good beds with half-inch joints. In smaller structures, and in cases where stones of good size and thickness cannot be had, they may, if in other respects suitable, be admitted as thin as five inches. All stones must be laid on their natural beds.

56. Headers shall be built in the wall, from front and back alternately, at least one in every five feet in line of wall, and frequently in the rise of wall. In the smallest structures headers shall not be less than twenty-four inches in length, and the minimum bed allowed for stretchers shall be twelve inches. In the larger structures all stones must be heavier in proper proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, workmanlike finish.

57. Wing walls will generally be finished with steps, formed of sound, durable stone, and not less than from 10 to 12 inches thick, and 6 feet superficial area; other walls will be covered with coping of a similar thickness, and of seven feet or upwards, superficial area. These coverings will be neatly dressed when required, and as may be directed. The walls of the box culverts will be finished with stones the full thickness of wall, and the covers will be from 10 to 15 inches thick, according to the span; they must have a bearing of at least 12 inches on each wall, and they must be fitted sufficiently close together to prevent the arch from falling through.

58. Arches of 10 feet span and upwards will be constructed of stones cut so that when laid their beds will radiate truly from the centre of the circle, the depth of stones will of course vary with the span, but will never exceed 30 inches, they must not be less in length than 27 inches and they must break joint ten inches; their thickness on the soffit must be at least 9 inches, and it will be dressed to the circle. All the stones must be dressed to the full depth of bed so as to give truly radiated joints from $\frac{3}{8}$ to $\frac{1}{2}$ inch, they must be set without pinning of any kind and the end joints must be properly squared. Each stone to be full bedded in cement, and each course afterwards thoroughly grouted. The outer ring stones to be neatly worked with a chisel draft around their edges.

59. Arches of 8 feet span and under shall be constructed of suitable flat bedded stones ranging according to the span from 16 to 24 inches deep and with a minimum length of from 16 to 24 inches, and 5 to 6 inches in thickness on the soffit, they must invariably extend through the entire thickness of the arch. Each stone to be well and closely fitted so as to give half-inch joints and to break joints with its fellow 7 to 9 inches. The whole must be laid in thin mortar and each course must be well grouted immediately after being laid. The outer arch stones to be as nearly uniform in thickness as possible, of large size and neatly incorporated with the perpendicular face of the masonry. The key stones to be 10 or 12 inches on the soffit, to have a chisel draft around their edges, and to project beyond the face of the wall 2 or 3 inches.

60. All arches shall be built in cement, and before being covered with earth or the centering removed they must be thoroughly flushed on the back, levelled up and rounded to a moderately even and smooth surface with the same material.

61. Centres of arches must in all cases be well formed, of ample strength, securely placed in position, and in every respect to the satisfaction of the Engineer. The ribs must not be placed farther apart than three feet in any case. The laggings shall be cut to a scantling of three inches square. The supports of centres shall be substantial and well constructed and they must be provided with proper wedges for easing centres when required.

62. Structures having more than one arch shall be provided with as many centres as the Engineer may deem proper, and in no case shall the centres be struck without his sanction.

63. Centering and scaffolding of all kinds shall be provided by the Contractor, and the cost included in the price for masonry.

64. The bottoms of culverts will be paved with stones set on edge, to a moderately even face, packed solid, the interstices being also well packed. The paving will be from 12 to 16 inches deep.

65. Masonry shall be formed dry or laid in mortar as circumstances may determine. In dry masonry special regard must be paid to the stone being massive and well proportioned.

66. Mortar shall be of hydraulic lime or cement, and common lime.

67. Hydraulic lime mortar will be used unless otherwise directed in building all masonry, from the foundations up to a line two feet above the ordinary level of the stream. It will be used also in turning arches, in laying girder beds, coping, covering of walls generally, in lipping and in pointing. The hydraulic lime or cement must be fresh ground, of the best brand, and it must be delivered on the ground, and kept till used, in good order. Before being used, satisfactory proof must be afforded the Engineer of its hydraulic properties, as no inferior cement will be allowed.

68. Common lime mortar must be made of the best common lime, and will be employed in all masonry (except dry) where cement is not directed to be used.

69. Both cement and lime must be thoroughly incorporated with approved proportions, maybe one part of lime to two parts of sand, but this may be varied according to the quality of the lime or cement. Mortar will be only made as required, and it must be prepared and used under the immediate direction and to the satisfaction of an Inspector, by the Contractor's men, failing which, the Inspector may employ other men to prepare the mortar, and any expense incurred thereby shall be borne by the Contractor. Grout shall be formed by adding a sufficient quantity of water to well tempered and well proportioned mortar.

70. When mortar is used, every stone must be in full bed and beaten solid; the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

71. In all walls built in common lime, the exposed faces will have a four-inch lipping of cement.

72. All masonry must be neatly and skillfully pointed, but if done out of season, or if from any other cause it may require re-pointing before the expiration of the contract, the Contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the Contractor, at his risk and cost.

73. A puddle-wall, at least 2 feet thick, extending from end to end of the masonry, and from the bottom to the top, must be made between the back of the dry masonry and the embankment.

74. After the masonry of a structure has been completed for a period of four or five weeks, the formation of the embankment around it may be proceeded with. The earth must be carefully punned in thin layers around the walls, and in this manner the filling must be simultaneously on both sides. The Contractor must be extremely careful in forming the embankments around culverts and bridges, as he will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses

from the bottom to the top of the embankment, without loading one side of the masonry more than another.

TRACK-LAYING AND BALLASTING.

75. The work of track laying and ballasting will embrace all engines, cars and plant (unless otherwise provided in the contract), and all labor and tools required for loading, unloading, and distributing rails, joint fastenings, spike, points and crossings, and sleepers or cross-ties; laying, lifting, centreing, lining and surfacing the track; also, for making roads to ballast pits and laying all service tracks; for getting, loading and unloading the ballast, placing the same in the road bed and trimming it up. At the close of the contract any engines and cars which may be considered by the Engineer fit for further use may be transferred to the Government on the valuation of the Engineer.

76. The Government will furnish to the Contractor, rails, joint-fastenings, spike, points and crossings, switch-gear, switch frames, &c.

TRACK LAYING.

77. The rails, joint-fastenings, spike, and points and crossings, will be delivered by the Government to the Contractor at places to be indicated, from whence they shall be distributed by the Contractor.

The rails shall be laid to a gauge, of 4 feet 8½ inches clear between the rails, and they shall be well and carefully fastened at the joints, which must be as near as possible opposite each other and on the same tie; special care must be taken at points and crossings to have the rails laid to a tight gauge, the rails must be full spiked and on curves, the outer rail shall be elevated (unless otherwise directed), according to the degree of curvature as follows, that is to say, on one degree curves 0.05 feet, on two degree curves 0.10 feet, on three degree curves 0.15 feet, and on four degree curves 0.20 feet. The rails shall be handled with great care, and before being run over by the engine or cars, they shall be full sleepered and surfaced. Every precaution shall be taken to prevent them getting bent during the progress of the ballasting.

78. The sleepers or cross-ties must be of approved sound timber, smoothly hewn, free from all score-hacks, and chopped or sawn square at the ends, 8 feet long, flattened on two opposite sides to a uniform thickness of 6 inches, the flattened surface being not less than 6 inches, on either, at the small end. They must be placed, as nearly as possible at uniform distances apart, and at right angles to the rails, in such a manner that about twenty-five per cent. of the length of the rail shall have a bearing upon the surface of the sleepers. "Joint sleepers" must have both an upper and under surface bearing, at their smallest end, of at least 8 inches.

79. When the sleepers are provided under a separate contract from the track-laying and ballasting; the Contractor for the latter shall take delivery of them, in the position and at the points in which they are received by the Government Inspectors.

80. The Contractors shall lay all sidings and put in all points and crossings complete, embracing wing and jack rails, head block, switches and signal frames, and gearing, and they shall remove from the track and straighten all bent and damaged rails, and make good all injuries done before the works are finally accepted, and further they will be held responsible for all materials provided them, and give a receipt for the same upon taking delivery. Track laying shall include the supplying, furnishing and laying plank, including spike for the same, on public and private road crossings, distributing rails, rail fastenings, spike, points and crossings, ties, laying the same on main track and sidings, and centreing, lining and surfacing. Track laying will be paid for by the lineal mile of 5,280 feet.

BALLASTING.

81. The land for ballast pits and approaches thereon will be furnished by the Government and approved by the Engineer; in selecting land for the purpose, a pre-

ference will always be given to those points where the best material can be procured, having due regard to the convenience of the Contractors. During the working of any pit, should the material be found unfit for ballasting, the Engineer shall have power to compel the Contractors to close such pit and open others.

82. The surface of ballast pits shall be stripped of soil where such exists; and no material whatever shall be placed on the road bed but good clean gravel, free from earth, clay, loam, or loamy sand, no large stone shall be allowed. The maximum size of gravel must not be greater in diameter than 3 inches. In unloading the ballast, the train must be kept in constant motion, working to and fro so as to thoroughly mix the different qualities of ballast until a sufficient quantity is deposited for the first "lift." The track must then be raised so that there will be an average depth of 6 inches beneath the sleepers and the ballast must be well beaten and packed under and around them. As the raising proceeds the end of the lift shall extend over not less than three rail lengths, and before trains are allowed to pass over the inclined portion of track, it must be made sufficiently solid to prevent bending the rails, or twisting the rail-joints. After the lift, the track shall be centred, lined, topped, surfaced and trimmed off to a proper form and width.

83. In the event of full ballasting being required, a second "lift" must be made, in the same manner and with the same precautions as required for the first "lift," in order to secure a uniform thickness of 12 inches under the sleepers.

84. In wet cuttings the Engineer shall have power to direct a greater thickness of ballast, should it be deemed necessary.

85. The Contractors shall keep all public and private road crossings in a safe and serviceable condition during the progress of the work, leaving them well and properly planked inside and outside of the rails, as may be directed by the Engineer, and gravelled to a depth of at least 10 inches for a distance of 50 feet on both sides of the track.

86. The track shall be left by the Contractors with everything complete, and well surfaced. The ballast shall be dressed off to the form required, and the whole shall be executed according to the direction and to the approval of the Chief Engineer, or other officer duly appointed.

87. The Contractors shall be paid by the cubic yard for all ballast put into track, the measurement to be made in the pit or excavation, and the price per cubic yard to cover the cost of laying tracks to the pit, stripping the ground, excavating, handling, hauling, putting the ballast on the road bed, and neatly trimming it off to the proper form.

88. If any work or service be required to be done, which in the opinion of the Engineer does not come within the class of work to be measured under the contract, he shall be at liberty to direct the Contractor to perform the same by day's labor, and the Contractor when required by him shall supply such force as the Engineer may direct, and the Contractor shall perform such work, and he shall be paid the reasonable and actual wages of such force as ascertained by time-keeper and pay-sheet, together with fifteen per cent. for the use of tools and profit. The Engineer shall be at liberty to discharge any bad or unsuitable workmen who may be placed at day's labor work and the work so performed shall be subject to his approval before payment thereof.

89. No tender will be entertained unless on one of the printed forms prepared for the purpose, and with the schedule of quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, or other available security of one thousand dollars accompanies the Tender, which shall be forfeited if the parties and sureties tendering decline or fail to enter into the contract for the works and sureties indenture when called upon to do so, upon the tender being accepted. In the event of a tender not being accepted, the cheque or other security will be returned.

90. For the due fulfilment of the contract, satisfactory security will be required either by deposit of money, public or municipal securities, or bank stock to the amount of about five per cent. on the bulk sum of the contract, of which the sum

sent in with the tender will be considered a part, or by such other security as the Minister of Public Works for the time being of the Dominion of Canada, may approve of, and all costs and expenses incurred in respect of any security offered by the Contractor whether in investigating the title of same, preparing instruments, obtaining valuation or otherwise however shall be paid by the Contractor whether such security be approved of or not.

91. To each tender must be attached the usual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of the contract.

The person or persons whose tender is accepted shall execute at once a contract under seal, similar in its provisions to the form of contract hereto annexed and containing such special provisions as the Minister of Public Works for the Dominion of Canada may determine, and the surety or sureties for the Contractor shall also execute at the same time an indenture similar in its provisions to the form of sureties indenture annexed to said form of contract, and containing such special provisions as the said Minister may determine.

92. The works are to be commenced and proceeded with as soon as practicable after the person or persons whose "Tender" may be accepted, shall have entered into the contract.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Department of Public Works,
Ottawa, 18th April, 1876.

This Indenture, made the ninth day of January, one thousand eight hundred and seventy-seven, between Robert Twiss Sutton, of Brantford, in the County of Brant, Province of Ontario; William Thompson, of Oakland, in the said County of Brant, and Joseph Whitehead, of Clinton, in the County of Huron, and Province aforesaid; and carrying on together the business of Contractors, as partners under the name, style and firm of "Sutton, Thompson & Whitehead," hereafter called "the Contractors" of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of Canada, of the second part; Witnesseth, that in consideration of the covenants and agreements on the part of Her Majesty hereinafter contained, the Contractors covenant and agree with Her Majesty as follows:

1. In this contract the word "work" or "works" shall, unless the context require a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed by the Contractors under this contract. The word "Engineer" shall mean the Chief Engineer for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions, or certificates given, or decisions made by any one acting for the Chief Engineer, shall be subject to his approval, and may be cancelled, altered, modified and changed, as to him may seem fit.

2. All covenants and agreements herein contained shall be binding on and extend to the executors and administrators of the Contractors, and shall extend to and be binding upon the successors of Her Majesty, and wherever in this contract Her Majesty is referred to, such reference shall include her successors, and wherever the Contractors are referred to, such reference shall include their executors and administrators.

3. That the Contractors will, at their own expense, provide all and every kind of labor, machinery and other plant, materials, articles, and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the specifications hereunto annexed, and set out or referred to in the

plans and drawings prepared and to be prepared for the purposes of the work, and will execute and fully complete the respective portions of such works and deliver the same complete to Her Majesty at the times following, namely :

The whole of the works embraced in this contract must be completed and delivered, on or before the first day of July, one thousand eight hundred and seventy-nine. The track from Selkirk to Cross Lake shall be laid as soon as practicable after the completion of the road-bed by the Contractors for the grading of that Section. The said works to be constructed of the best materials of their several kinds, and finished in the best and most workmanlike manner, in the manner required by and in strict conformity with the said specifications and the drawings relating thereto, and the working or detail drawings which may from time to time be furnished (which said specifications and drawings are hereby declared to be part of this contract); and to the complete satisfaction of the Chief Engineer for the time being having control over the work.

4. That the several parts of this contract shall be taken together, to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or mis-stated which is necessary for the proper performance and completion of any part of the work contemplated, the Contractors will, at their own expense, execute the same as though it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to or deviation from the works hereby contracted for.

5. The Engineer shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any extra work to be done, and to make any changes which he may deem expedient in the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done, or the cost of doing the same, and the Contractors shall immediately comply with all written requisitions of the Engineer in that behalf, but the Contractors shall not make any change in or addition to, or omission, or deviation from the works, and shall not be entitled to any payment for any change, addition, deviation, or any extra work, unless such change, addition, omission, deviation, or extra work shall have been first directed in writing by the Engineer, and notified to the Contractors in writing, nor unless the price to be paid for any addition or extra work shall have been previously fixed by the Engineer in writing, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the cost of the work, and as to the amount to be paid or deducted, as the case may be, in respect thereof, shall be final, and the obtaining of his decision in writing as to such amount shall be a condition precedent to the right of the Contractors to be paid therefor. If any such change or alteration constitutes, in the opinion of the said Engineer, a deduction from the works, his decision as to the amount to be deducted on account thereof shall be final and binding.

6. That all the clauses of this contract shall apply to any changes, additions, deviations, or extra work, in like manner, and to the same extent as to the works contracted for, and no changes, additions, deviations or extra work shall annul or invalidate this contract.

7. That if any change or deviation in or omission from the works be made by which the amount of work to be done shall be decreased, no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect thereof.

8. That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material, or as to the meaning or intention of this contract and the plans, specifications and drawings shall be final, and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractors be entitled to payment for the same, unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

9. It is hereby distinctly understood and agreed, that the respective portions of the works set out or referred to in the list or schedule of prices to be paid for the different kinds of work include not merely the particular kind of work or materials mentioned in said list or schedule, but also all and every kind of work, labor, tools, and plant, materials, articles and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the Engineer. And in case of dispute as to what work, labor, materials, tools, and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

10. A competent foreman is to be kept on the ground by the Contractors during all the working hours, to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foreman shall be considered as the lawful representative of the Contractors, and shall have full power to carry out all requisitions and instructions of the said Engineer.

11. In case any material, or other things in the opinion of the Engineer not in accordance with the said several parts of this contract, or not sufficiently sound or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the Contractors to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and thereupon the Contractors shall and will immediately comply with the said requisition and if twenty-four hours shall elapse and such requisition shall not have been complied with the Engineer may cause such material, or other things, or such work, to be removed, and in any such case the Contractors shall pay to Her Majesty all such damages and expense as shall be incurred in the removal of such materials, or other things, or of such work, or Her Majesty may, in her discretion, retain and deduct such damages and expenses from any amounts payable to the Contractors.

12. All machinery and other plant, materials and things whatsoever, provided by the Contractors for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, shall from the time of their being so provided become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things, provided always that upon the completion of the works and upon payment by the Contractors of all such moneys, if any, as shall be due from them to Her Majesty such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of, shall, upon demand, be delivered up to the Contractors.

13. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials, respectively employed or provided by the Contractors on or for the said works, to be insufficient for the advancement thereof towards completion within the limited times, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the said Engineer may, by written notice to the Contractors, require them to employ or provide such additional workmen, horses, machinery or other plant, or materials, as the Engineer may think necessary, and in case the Contractors shall not thereupon within three days, or such other longer period as may be fixed by any such notice in all respects comply therewith, then the Engineer may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on account of the Contractors, but in either case at the expense of the Contractors, provide and employ such additional workmen, horses, machinery and other plant, or any thereof, or such additional and materials respectively as he may think proper, and may pay such additional workmen such wages, and for such additional

horses, machinery or other plant, and materials respectively, such prices as he may think proper, and all such wages and prices respectively, shall thereupon at once be repaid by the Contractors, or the same may be retained and deducted out of any moneys at any time payable to the Contractors; and Her Majesty may use, in the execution or advancement of the said works, not only the horses, machinery, and other plant, and materials so in any case provided by any one on Her behalf, but also all such as may have been or may be provided by or on behalf of the said contractors.

14. In case the Contractors shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, and such default or delay shall continue for six days after notice in writing shall have been given by the Engineer to the Contractors requiring them to put an end to such default or delay, or in case the Contractors shall become insolvent, or make an assignment for the benefit of creditors, or neglect either personally or by a skillful and competent agent to superintend the works, then in any of such cases Her Majesty may take the work out of the Contractors' hands and employ such means as she may see fit to complete the work, and in such cases the Contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the contractors of the works; and all materials and things whatsoever, and all horses, machinery and other plant, provided by them for the purpose of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

15. The Contractors shall be at the risk of, and shall bear, all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works, or any of them, until the same be fully and finally completed and delivered up to and accepted by the said Minister of Public Works for the time being; and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged, so that the whole works, or the respective parts thereof, may be completed within the time hereby limited.

16. The Contractors shall not have or make any claim or demand, or bring any action or suit or petition against Her Majesty for any damage which they may sustain by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the Contractors shall have such further time for the completion of the works as may be fixed in that behalf by the Minister of Public Works for the time being.

17. The Contractors shall not make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and in any event no such assignment or sub-contract, even though consented to, shall exonerate the Contractors from liability, under this contract, for the due performance of all the works hereby contracted for. In the event of any such assignment or sub-contract being made, then the Contractors shall not have or make any claim or demand upon Her Majesty for any future payments under this contract for any further or greater sum or sums than the sum or sums respectively at which the work or works so assigned or sub-contracted for shall have been undertaken to be executed by the assignee or sub-contractor; and in the event of any such assignment or sub-contract being made without such consent, Her Majesty may take the work out of the Contractors hands, and employ such means as she may see fit to complete the same; and in such case the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the Contractor of the works; and all materials and things whatsoever, and all horses, machinery, and other plant provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

18. Time shall be deemed to be of the essence of this contract.

19. The Contractors shall be responsible for all damages claimable by any person or corporation whatsoever in respect of any injury to persons or to lands, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by any neglect or misfeasance or non-misfeasance on their part, and shall and will at their own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works.

20. If the Contractors fail at any time in paying the salaries or wages of any person employed by them upon or in respect of the said works or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the Contractors to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date and to any amount which may be payable, and may charge the same to the Contractors, and the Contractors covenant with Her Majesty to repay at once any and every sum so paid.

21. The Contractors will protect and will not remove or destroy or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineers of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

22. Any notice or other communication mentioned in this contract to be notified or given to the Contractors shall be deemed to be well and sufficiently notified or given, if the same be left at the Contractors' office or mailed in any Post Office to the Contractors or foreman, addressed to the address mentioned in this Contract, or to the Contractors' last known place of business.

23. And Her Majesty, in consideration of the premises, hereby covenants with the Contractors, that they will be paid for and in respect of the works hereby contracted for, and in the manner set out in the next clause hereof the several prices or sums following, viz:

Acres, Clearing.....	per acre	\$30 00
“ Close cutting	“	50 00
“ Grubbing (including side ditches and off-take drains)	“	80 00
Cubic yards, Solid rock excavation	per cubic yard	2 75
“ “ Loose rock excavation	“	1 75
“ “ Earth excavation (including borrowing)	“	0 37
“ “ Excavation in off-take ditches, beyond railway limits	“	0 43
Lineal feet, Under drains.....	per 100 lineal feet	55 00
40 feet clear, Howe truss.....	per span	600 00
Lineal feet, Tunnelling for railway, (sectional area equal to 15 cubic yards to the lineal foot).....	per lineal foot.	30 00
“ “ Twenty-feet tunnels for streams (12 cubic yards per lineal foot).	“	26 00
“ “ Sixteen-feet tunnels for streams (8 cubic yards per lineal foot).....	“	18 00
“ “ Twelve-feet tunnels for streams (4 cubic yards per lineal foot).....	“	14 00
“ “ Eight-feet tunnels for streams (2 cubic yards per lineal foot).....	“	9 00

Lineal feet. Six-foot tunnels for streams (1 cubic yard per lineal foot).....	foot.	\$7 00
Cubic yards, Rip-rap.....	per cubic yard	2 00
Bridge masonry.....	per cubic yard	11 00
Cribwork in abutments and piers of bridges, including timber and stone filling.....	"	2 75

Squared Timber in trestle work, bridges, culverts, &c.

16 inches by 12 inches.....	per lineal foot	0 33
15 " by 12 "	"	0 30
15 " by 9 "	"	0 30
12 " by 12 "	"	0 30
12 " by 9 "	"	0 28
12 " by 6 "	"	0 28
9 " by 9 "	"	0 25
9 " by 8 "	"	0 25
6 " by 4 "	"	0 20

Round Timber in trestle work, bridges, culverts, &c., of size to square to following dimensions.

12 inches by 12 inches.....	per lineal foot	0 18
12 " by 10 "	"	0 17
12 " by 9 "	"	0 17
12 " by 6 "	"	0 12
12 " by 4 "	"	0 10
9 " by 9 "	"	0 12
9 " by 6 "	"	0 10
9 " by 4 "	"	0 08
6 " by 4 "	"	8 06
8-inch flatted timber	"	0 12
Hemlock or spruce plank.....	per 1000 B.M.	12 00
Pine plank.....	"	25 00
Hardwood plank.....	"	20 00
Wrought iron, including bolts, spikes, straps, &c..	per lb.	0 13
Cast iron.....	"	0 10
Ties.....	per tie	0 40
Track-laying.....	per mile	290 00
Ballasting.....	per cubic yard	0 33
Points and crossings	laying each set	10 00

24. Cash payments equal to about ninety per cent. of the value of the work done, approximately made up from returns of progress measurements and computed at the prices agreed upon or determined under the provisions of this contract, will be made to the Contractors monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted has been duly executed to his satisfaction, and stating the value of such work computed as above mentioned—and upon approval of such certificate by the Minister of Public Works for the time being for the Dominion of Canada, and the said certificate and such approval thereof shall be a condition precedent to the right of the Contractors to be paid the said ninety per cent. or any part thereof. The remaining ten per cent. shall be retained till the final completion of the whole work to the satisfaction of the Chief Engineer for the time being having control over the work, and within two months after such completion the remaining ten per cent. will be paid. And it is hereby declared that the written certificate of the said Engineer certifying to the final completion of said works to his satisfaction shall be a condition precedent to the right of the Contractors to receive or be paid the said remaining ten per cent. or any part thereof.

25. It is intended that every allowance to which the Contractors are fairly entitled, will be embraced in the Engineer's monthly certificates; but should the Contractors at any time have claims of any description which they consider are not included in the progress certificates, it will be necessary for them to make and repeat such claims in writing to the Engineer within fourteen days after the date of each and every certificate in which they allege such claims to have been omitted.

26. The Contractors in presenting claims of the kind referred to in the last clause must accompany them with satisfactory evidence of their accuracy, and the reason why they think they should be allowed. Unless such claims are thus made during the progress of the work, within fourteen days, as in the preceding clause, and repeated, in writing, every month, until finally adjusted or rejected, it must be clearly understood that they shall be forever shut out, and the Contractors shall have no claim on Her Majesty in respect thereof.

27. The progress measurements and progress certificates shall not in any respect be taken as an acceptance of the work or release of the Contractors from responsibility in respect thereof, but they shall at the conclusion of the work deliver over the same in good order, according to the true intent and meaning of this contract.

28. Her Majesty shall have the right to suspend operations from time to time at any particular point or points or upon the whole of the works, and in the event of such right being exercised so as to cause any delay to the Contractors, then an extension of time equal to such delay or detention, to be fixed by the Minister of Public Works as above provided for, shall be allowed them to complete the contract, but, no such delay shall vitiate or avoid this contract or any part thereof or the obligation hereby imposed or any concurrent or other bond or security for the performance of this contract, nor shall the Contractors be entitled to any claim for damages by reason of any such suspension of operations. And at any time after operations have been suspended either in whole or part—such operations may be again resumed and again suspended and resumed as Her Majesty may think proper. And upon the Contractors receiving written notice on behalf of Her Majesty that the suspended operations are to be resumed, the Contractors shall at once resume the operations and diligently carry on the same.

29. Should the amount now voted by Parliament and applicable towards payment for the work hereby contracted for be at any time expended previous to the completion of the works, the Minister of Public Works for the time being may give the Contractors written notice to that effect. And upon receiving such notice the Contractors may if they think fit stop the work—but in any case shall not be entitled to any payment for work done beyond the amount voted and applicable as aforesaid—unless and until the necessary funds shall have been voted by Parliament in that behalf. And in no event shall the Contractors have or make any claim upon Her Majesty for any damages or compensation by reason of the said suspension of payment, or by reason of any delay or loss caused by the stoppage of work.

30. The Contractors shall not permit, allow, or encourage the sale of any spirituous liquors on or near the works.

31. No work whatever shall at any time or place be carried on during Sunday, and the Contractors shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

32. It is hereby agreed, that all matters of difference arising between the parties hereto upon any matter connected with or arising out of this contract, the decision whereof is not hereby especially given to the Engineer,—shall be referred to the award and arbitration of the Chief Engineer for the time being having control over the works and the award of such Engineer shall be final and conclusive; and it is hereby declared that such award shall be a condition precedent to the right of the Contractor to receive or be paid any sum or sums on account, or by reason of such matters in difference.

33. It is distinctly declared that no implied contract of any kind whatsoever, by or on behalf of Her Majesty, shall arise or be implied from anything in this contract contained, or from any position or situation of the parties at any time, it being clearly

understood and agreed that the express contracts, covenants and agreements herein contained and made by Her Majesty are and shall be the only contracts and agreements upon which any rights against Her are to be founded.

In Witness whereof, the Contractors have hereto set their hands and seals and these presents have been signed and sealed by the Minister of Public Works and countersigned by the Secretary of said Public Works on behalf of Her Majesty.

Signed, Sealed and Delivered in presence of (Signed) H. A. FISSIAULT, witness to signatures of R. S. SUTTON and JOSEPH WHITEHEAD. (Signed) JAMES WOODGATT, Town Clerk, Brantford, witness to signature of W.M. THOMPSON. (Signed) H. A. FISSIAULT, witness to signatures of Minister and Secretary, P. W.	}	(Signed) R. T. SUTTON.	[L.S.]
		" WM. THOMPSON.	[L.S.]
		" JOSEPH WHITEHEAD.	[L.S.]
		" A. MACKENZIE.	[L.S.]
		" F. BRAUN, Secretary.	[L.S.]

SURETY'S INDENTURE.

This Indenture, made the ninth day of January, one thousand eight hundred and seventy-seven, Between James McKnight, of Windham, in the County of Norfolk, in the Province of Ontario, lumber merchant, and Adam Spence, of Brantford, in the County of Brant, in the said Province, carriage manufacturer, hereinafter called "The Sureties," of the first part, and Her Majesty Queen Victoria, of the second part.

Witnesseth, that the sureties hereby for themselves and each of them, their and each of their heirs, executors and administrators, jointly and severally, covenant with Her Majesty and Her successors, that the Contractors named in the hereunto annexed Indenture, their executors and administrators, shall and will from time to time, and at all times, well and truly perform, keep and abide by all and singular the covenants, agreements and conditions in said Indenture contained, and on their part to be performed, kept and abided by. And the sureties, further, covenant and agree with Her Majesty and Her successors, that all the rights, privileges and powers which may, by virtue of the said Indenture, be exercised by or on behalf of Her Majesty, or by the Engineer or Engineers, or other persons mentioned in said Indenture, may be so exercised without notice to the said sureties, and without in any way releasing or interfering with the liability of the sureties under their covenants herein contained.

In Witness whereof, the parties hereto have hereunto set their hands and seals

Signed, Sealed and Delivered in presence of (Signed) JAMES WOODGATT, Town Clerk, Brantford, witness to signature of A. SPENCE. (Signed) JOHN McKNIGHT, witness to signature of JAMES McKNIGHT. (Signed) JOHN ELLIOTT, Reeve, Brantford.	}	(Signed) JAMES McKNIGHT,	[L.S.]	
		do	A. SPENCE.	[L.S.]

CONTRACT No. 15.

(SUTTON, THOMPSON & WHITEHEAD, NOW JOSEPH WHITEHEAD.)

CANADIAN PACIFIC RAILWAY.—Grading, &c., Cross Lake to Rat Portage; Ballasting, Red River to Rat Portage, month ending 28th February, 1879. Progress Estimate, shewing (approximately) the work which has been done, and the materials which have been delivered upon this contract to the above-named date.

SCHEDULE OF QUANTITIES AND PRICES.

Description of Work.	Quantities.	Rate.	Amount.
		\$ cts.	\$ cts.
Clearing	per acre. 126-17	30 00	3,785 10
Close-cutting	do 2-07	50 00	103 50
Grubbing (including side-ditches).....	do 13-20	80 00	1,056 00
Solid rock excavation.....	per c. yd. 342,376	2 75	941,534 00
Loose do	do 46,711	1 75	81,744 25
Earth excavation (including borrowing).....	do 224,306	0 37	82,993 22
Excavation in off-take ditches beyond railway limits. do	2,264	0 45	1,018 80
Earth excavation under water.....	do 355	1 11	394 05
Under-drains	per 100 l. ft. 1,058	55 00	581 90
Tunnelling for railway (sectional area equal to 15 cubic yards per lineal foot).....	per l. ft. 332	30 00	9,960 00
8-foot tunnels for streams (2 cubic yards per lineal foot).....	do 18	9 00	162 00
Crib-work in abutments and piers of bridges (including timber and stone-filling).....	per c. yd. 1,070	2 75	2,942 50
Square timber, 12 inches by 12 inches.....	per l. ft. 27,532	0 30	8,259 60
do 12 do 9 do	do 220	0 28	61 60
do 9 do 8 do	do 1,258	0 25	314 50
do 9 do 6 do	do 15,181	0 25	3,795 25
do 9 do 4 do	do 1,436	0 20	287 20
8-inch flatted timber	do 2,605	0 12	312 60
Wrought iron, including bolts, spikes, straps, &c.....	per lb. 2,100	0 13	273 00
Cast iron.....	do 3,130	0 10	313 00
Ties	No. 266,668	0 40	106,667 20
Track-laying	per mile. 69-5	290 00	20,155 00
Ballasting.....	per c. yd. 22,946	0 33	7,572 18
Extra haul	do .....	.....	1,636 31
Wages with 15 per cent. added.....	.....	.....	204 71
Material delivered .....	.....	.....	3,845 40
Total value of work done.....	.....	.....	\$1,279,972 86

CONTRACT No. 15.

CANADIAN PACIFIC RAILWAY.—Grading, &c., Cross Lake to Rat Portage; Ballasting, &c., Red River to Rat Portage. Estimate shewing (approximately) the work to be done upon this contract on 22nd March, 1879.

ESTIMATED APPROXIMATE QUANTITIES AND COST TO COMPLETE.

Description of Work.	Quantities.	Rate.		Amount.	
		\$	cts.	\$	cts.
Clearing.....	per acre.	23 83	30 00	714	90
Close cutting.....	do	7 93	50 00	396	50
Grubbing (including side ditches).....	do	11 80	80 00	944	00
Solid rock excavation.....	per c. yd.	183,270	2 75	503,992	50
Loose do.....	do	13,289	1 75	23,255	75
Earth excavation (including borrowing).....	do	1,433,114	0 37	530,252	18
Excavation in off-take ditches beyond railway limits.	do	12,736	0 45	5,731	20
Under-drains.....	per 100 l. ft.	3,942	55 00	2,168	10
Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot).....	per l. ft.	44	30 00	1,320	00
20-foot tunnels for streams (12 cubic yards per lineal foot).....	do	200	26 00	5,200	00
12-foot tunnels for streams (4 cubic yards per lineal foot).....	do	200	14 00	2,800	00
8-foot tunnels for streams (2 cubic yards per lineal foot).....	do	502	9 00	4,518	00
6-foot tunnels for streams (1 cubic yard per lineal foot).....	do	1,460	7 00	10,220	00
Bridge masonry.....	per c. yd.	2,400	11 00	26,400	00
Rip-rap.....	do	1,000	2 00	2,000	00
Square timber, 12 inches by 12 inches.....	per l. ft.	32,882	0 30	9,864	60
do 12 do 9 do.....	do	686	0 28	192	08
do 9 do 9 do.....	do	36,810	0 25	9,202	50
do 9 do 8 do.....	do	13,422	0 25	3,355	50
do 9 do 4 do.....	do	2,916	0 20	583	20
Piles, driven.....	do	3,000	0 50	1,500	00
Pine plank.....	per M. B. M.	15,578	25 00	389	45
Hardwood plank.....	do	3,680	20 00	73	60
Wrought iron, including bolts, spikes, straps, &c.....	per lb.	26,937	0 13	3,501	81
Cast iron.....	do	12,885	0 10	1,288	50
Ties.....	No.	3,335	0 40	1,334	00
Track-laying.....	per mile.	46.5	290 00	13,485	00
Ballasting.....	per c. yd.	242,678	0 33	80,083	77
Points and crossings.....	sets.	26	10 00	260	00
Total amount.....				\$1,245,027	14

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF,

OTTAWA, May 22nd, 1878.

SIR.—Mr. Whitehead, on the 6th of November last, proposed by letter addressed to Mr. Rowan, which letter is herewith enclosed, to complete the roadway on Section 15 with permanent rock and earth embankments throughout, in lieu of the wooden trestle-work, which was originally proposed to be built in many places. He proposes to find all the material required for making the solid embankments at the contract

price for earthwork (37 cents), and make no charge for extra haul for any that may have to be brought from long distances.

The District Engineer reports, this date, that the contract cost of trestle-work, which would be dispensed with by the course proposed, would be about \$390,000; that an additional present expenditure of \$260,000 on earthwork under Mr. Whitehead's offer, including masonry culverts, would make all the embankments permanently solid.

As trestle-work is always more or less dangerous, especially liable to be consumed by fire during the dry season, in a country such as the one the line goes through, and would have to be constantly renewed, until ultimately filled in solid. I am of opinion that it would be sound economy to accept Mr. Whitehead's offer, and therefore recommend it.

I am, Sir,

Your obedient servant,

(Signed)

SANDFORD FLEMING,

Engineer-in-Chief.

F. BRAUN, Esq., Secretary,
Department Public Works.

OTTAWA, 22nd May, 1878.

DEAR SIR,—Having received from the Division Engineer of Contract 15, the estimate referred to in my letter of the 5th of March last, reporting on the subject of Mr. Whitehead's proposal "To make the embankments on Contract 15 with earth instead of trestlework," contained in his letter of the 5th November, 1877, which was enclosed in the above named letter of mine, I now submit further information on the subject, as follows :

The cost of completing the banks with earth instead of trestlework will be.	\$550,500 00
Deduct trestlework done away with in consequence.....	362,000 00
	<hr/>
Balance.....	\$188,500 00
Add for masonry and permanent structures, say.....	70,000 00
	<hr/>
	\$258,500 00
	<hr/> <hr/>
If trestlework of the value given above (\$362,000.00) is put in now, its cost, at 5 per cent. per annum compound interest, at the end of 6 years, say....	\$485,000 00
By which time it would have to be either partially or wholly renewed or replaced by earth-filling. If the latter, and if this could then be put in at 28 cents per cubic yard, instead of at the present contract rate of 37 cents per cubic yard, there must then be a further expenditure of.....	401,500 00
To which must be added as above, masonry and permanent structures.....	70,000 00
	<hr/>
Cost at end of 6 years.....	\$956,500 00
The immediate increased cost of change (\$620,344.00) would, if treated in the same manner, amount to the sum of.....	831,318 00
	<hr/>
Leaving a balance in favor of the proposed change...	\$125,182 00
	<hr/> <hr/>

Or putting it in another form, as follows, the result would be, estimated cost of completing now the banks with earth instead of trestlework :—	
Earth 1,433,281 cubic yards @ 37 cents.	\$530,313 97
Timber in culverts.....	20,030 75
Permanent structures.....	70,000 00
	\$620,344 72
Trestle-work done away.....	361,856 61
	\$258,488 11
Suppose trestle-work put in now at a cost of	\$361,856 61
And that it would last 10 years before being replaced by earth, 1,433,281 cubic yards @ 28 cents.....	401,318 68
To which add timber in culverts.....	20,030 75
do permanent structures.....	70,000 00
	\$853,206 04
Add 10 years simple interest at 5 per cent. on \$361,856.61	
trestle-work.....	180,928 30
	\$1,044,134 34
If for purposes of comparison, 10 years simple interest at 5 per cent. per annum be also added to present increased cost, on account of change.....	
Interest.....	\$620,344 72
	310,172 08
	\$930,516 80
Shewing a balance even this way of	\$103,617 54

To this saving in money must also be added the important consideration that portions or the whole of the trestle-work may be destroyed by fire, which are of frequent occurrence in the woods, through which the whole of this section of the railway passes.

Should such an event occur, the traffic of the line would be seriously interrupted. Indeed, it is not at all improbable, some portions of the trestle-work will be destroyed by fire before the line is opened.

These dangers will be entirely removed by the adoption of the course now recommended.

Yours truly,

(Signed) JAMES H. ROWAN.

SANDFORD FLEMING, Esq.,
Engineer-in-Chief.

WINNIPEG, 6th November, 1877.

DEAR SIR.—I beg leave to make the following remarks and proposition in reference to the work on Contract 15, with a request that you will submit the same to the Government.

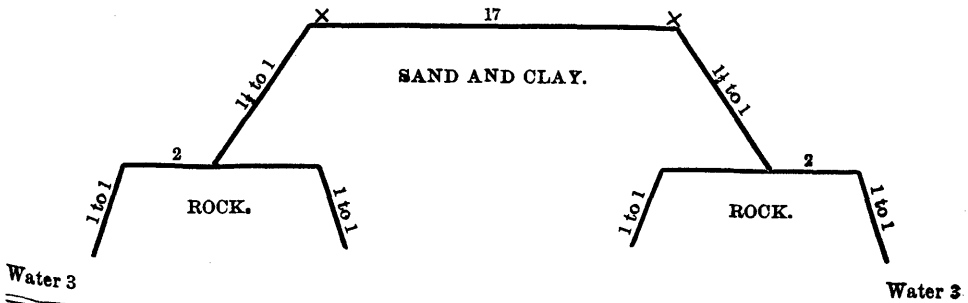
The quantity of rock required to be placed in the base of embankment through lakes, in order to make them wide enough to carry earth embankment, subsequently has to be carried such a distance over intervening spaces as to greatly retard the progress of the work. The disproportion between the quantity of material in the

cutting and that required to complete the embankments will necessitate so very large an amount of trestle-work to bridge over the intervening space that I cannot procure a sufficient quantity of suitable timber in the country with which to construct it. I have ascertained by recent investigation and the sinking of test pits that sufficient or nearly sufficient material sand and clay can be obtained from borrowing pits to complete the whole of the banks; but some of this material would have to be hauled for a very considerable distance.

As however the adoption of this course would greatly facilitate my progress with work, I would beg leave to make the following proposal which, I believe, will be found more economical for the Government, also, in the long run.

If the Government will consent to do away with the trestle-work altogether, and permit me to complete the banks with clay and sand, I will agree to find the necessary material at my present price per cubic yard for earthwork, and make no charge for extra haul for any of the material required to do this, which has to be procured from borrowing pits.

And I will make up the embankment through water with two rock banks, carried up to three feet above high water mark and having a berm of two feet outside the foot of the earth slope on the plan suggested by you, as in the accompanying sketch, without extra charge:—



An early reply will greatly oblige, as it is necessary for me to make special arrangements for the transport of material, if my proposal is approved of.

I remain your obedient servant,

(Signed) JOSEPH WHITEHEAD.

JAMES H. ROWAN, Esq.,

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities

given in the Bill of Works amount in the aggregate to the sum of one million two hundred and forty-five thousand six hundred dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before 1st day of August, 1878, provided a bonus of five hundred dollars per day be paid to us for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
100	Acres	Clearing.....	per acre.	20 00	2,000
50	do	Close-cutting.....	do	40 00	2,000
200	do	Grubbing (including side ditches and off-take drains).....	do	60 00	12,000
240,000	C. yards	Solid rock excavation (line cuttings).....	per c. yd.	1 95	468,000
10,000	do	Loose do do.....	do	1 00	10,000
1,000,000	do	Earth excavation (including borrowing).....	do	0 29	290,000
10,000	do	Excavation in off-take ditches beyond Railway limits.....	do	0 32	3,200
60,000	Lin. feet	Under-drains.....	per 100 l. ft.	60 00	36,000
4 spans	100ft. clear	Howe truss bridge.....	per span.	4,000 00	16,000
2 do	80 do	do do.....	do	3,200 00	6,400
6 do	60 do	do do.....	do	2,500 00	15,000
6 do.	40 do	do do.....	do	1,500 00	9,000
9,000	C. yards	Cribwork in abutments and piers of bridges (including timber and stone filling).....	per c. yd.	5 00	45,000
2,000	do	Rip-rap.....	do	4 00	8,000
5,300	Lin. feet	Piles driven.....	per l. ft.	0 60	3,180
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts.....	do	0 50	7,000
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle-guards.....	do	0 45	43,200
4,000	do	Timber, 12 inches by 6 inches, in work.....	do	0 35	1,400
45,000	do	do 9 do 8 do.....	do	0 25	11,250
28,000	do	do 9 do 6 do.....	do	0 25	7,000
11,000	Feet B.M	Hemlock or spruce plank, in work.....	per 1,000 B.M.	30 00	330
32,000	do	Pine plank, in work.....	do	30 00	960
4,000	do	Hardwood plank, in work.....	do	70 00	280
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work.....	per lb.	0 20	9,800
10,000	do	Cast iron.....	do	0 12	1,200
210,000	No.	Ties.....	per tie.	0 40	84,000
112	Miles.	Track-laying.....	per mile.	550 00	61,600
180,000	do	Ballasting.....	per c. yd.	0 50	90,000
24	Sets	Points and crossings.....	laying each.	75 00	1,800
Total amount.....					\$1,245,600

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	HENRY SIFTON, Contractor, London, Ont.
		do	A. FAREWELL, Contractor, Oshawa, Ont.
Signatures and Residences of Securities.	{	(Signed)	JOHN W. SIFTON, Selkirk, Manitoba.
		do	J. H. FAIRBANKS, Petrolia, Ont.

Dated at Ottawa, the 2nd day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs, by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1,685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the general specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed:—

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side-ditches and off-take drains).
240,000	Cubic yards	Solid rock excavation (line cuttings).
10,000	do	Loose do do
1,000,000	do	Earth excavation do (including borrowing).
10,000	do	do in off take ditches beyond railway limits.
		(See specification, Clause 13).
60,000	Lin. ft.	Under-drains.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.
Concluded.

Approximate Quantities.		Description of Work.
4 spans	100 ft. clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lin. ft.	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle bridges and culverts.
96,000	do	Timber, 12 in. square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 in. by 6 in.
45,000	do	do 9 in. by 8 in.
28,000	do	do 9 in. by 6 in.
11,000	Ft. B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles.	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,
Secretary,
Public Works Department,
Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars, accompanies the Tender which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a tender is accepted, the parties concerned must be prepared immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and Conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway,
Ottawa, 18th April, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million four hundred and forty-two thousand seven hundred and seventy-five dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of one hundred dollars per day be paid to him for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agrees and binds himself to pay a penalty of the same amount

per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the first day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
100	Acres	Clearing	per acre.	35 00	3,500 00
50	do	Close-cutting	do	40 00	2,000 00
200	do	Grubbing (including side ditches and off-take drains)	do	150 00	30,000 00
240,000	C yards	Solid rock excavation (line cuttings)	per c. yd.	1 96	470,400 00
10,000	do	Loose do do	do	1 00	10,000 00
1,600,000	do	Earth excavation (including borrowing)	do	0 38	380,000 00
50,000	do	Excavation in off-take ditches beyond railway limits	do	0 40	4,000 00
60,000	Lin. feet	Under drains	per l. ft.	60 00	36,000 00
4 spans	100ft. clear	Howe truss bridge	per span.	4,600 00	18,400 00
2 do	80 do	do	do	4,000 00	8,000 00
6 do	60 do	do	do	3,600 00	21,600 00
6 do	40 do	do	do	2,800 00	16,800 00
9,000	C. yards	Crib-work in abutments and piers of bridges (including timber and stone filling)	per c. yd.	5 00	45,000 00
2,000	do	Rip-rap	do	4 00	8,000 00
5,300	Lin. feet	Piles driven	per l. ft.	0 75	3,975 00
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle bridges and culverts	do	0 60	8,400 00
96,000	do	Timber, 12 inches square, in trestle bridges, culverts and cattle-guards	do	0 60	57,600 00
4,000	do	Timber, 12 inches by 6 inches, in work	do	0 50	2,000 00
45,000	do	do 9 do 8 do	do	0 45	20,250 00
28,000	do	do 9 do 6 do	do	0 40	11,200 00
11,000	Feet B.M	Hemlock or spruce plank, in work,	per 1000 B.M.	50 00	5,500 00
32,000	do	Pine plank, in work	do	50 00	16,000 00
4,000	do	Hardwood plank, in work	do	75 00	3,000 00
49,000	lbs.	Wrought iron, including bolts, spikes, straps, &c., in work	per lb.	0 25	12,250 00
10,000	do	Cast iron	do	0 18	1,800 00
210,000	No.	Ties	per tie.	0 45	94,500 00
112	Miles.	Track-laying, including engine, car, &c.	per mile.	700 00	79,400 00
180,000	C. yards	Ballasting	per c. yd.	0 40	72,000 00
24	Sets	Points and crossings	laying each.	50 00	1,200 00
Total amount					\$1,442,775 00

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	JOHNSON BROWN, Esq., of Ingersoll.
Signatures and Residences of Securities.		do	ADAM OLIVER, of Ingersoll.
		do	JAMES BRADY, of Ingersoll.

Dated at Ingersoll, the 17th day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run, to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the Railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the tracklaying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the general Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed :—

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains).
240,000	Cubic yards	Solid rock excavation (line cuttings).
10,000	do	Loose rock excavation do do
1,000,000	do	Earth excavation do do (including borrowing).
10,000	do	do do in off-take ditches, beyond railway limits. (See Specification, clause 13).
60,000	Lineal feet	Under-drains.
4 spans	100 feet clear	Howe truss bridge.
2	80 do	do do
6	60 do	do do
6	40 do	do do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lineal feet	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle bridges and culverts
96,000	do	Timber, 12 in. square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 in. by 6 in.
45,000	do	Timber, 9 in. by 8 in.
28,000	do	Timber, 9 in. by 6 in.
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the Contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876 :

TENDER FOR PACIFIC RAILWAY WORKS.

F. BROWN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works, when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,

Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

Received check above referred to.

May 23rd, 1876.

(Signed)

P. J. BROWN.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

I, the undersigned, hereby offer to furnish all necessary plant and labour, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort

William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million one hundred and forty-eight thousand six hundred and twenty-five dollars.

I, the undersigned, further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

I, the undersigned, further propose and offer to have the rail-track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of ten dollars per day be paid to me for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agrees and binds himself to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$ cts.
100	Acres.	Clearing..... per acre.	30 00	3,000 00
50	do	Close cutting..... do	20 00	1,000 00
200	do	Grubbing (including side ditches and off-take drains)..... do	70 00	14,000 00
240,000	C. yards.	Solid rock excavation (line cuttings)..... per c. yd.	1 95	468,000 00
10,000	do	Loose do do..... do	0 80	8,000 00
1,000,000	do	Earth excavation (including borrowing)..... do	0 32	320,000 00
10,000	do	Excavation in off-take ditches beyond railway limits..... do	0 32	3,200 00
60,000	Lin. feet.	Under-drains..... per 100 l. ft.	50 00	30,000 00
4 spans	100ft. clear	Howe truss bridge..... per span.	4,000 00	16,000 00
2	do 80 do	do..... do	2,400 00	4,800 00
6	do 60 do	do..... do	1,800 00	10,800 00
6	do 40 do	do..... do	1,000 00	6,000 00
9,000	C. yards.	Crib-work in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	5 00	45,000 00
2,000	do	Rip-rap..... do	2 00	4,000 00
5,300	Lin. feet.	Piles driven..... per lin. ft.	0 30	1,690 00
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts..... do	0 38	5,320 00
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle-guards..... do	0 30	28,800 00
4,000	do	Timber, 12 inches by 6 inches, in work..... do	0 22	880 00
45,000	do	do 9 do 8 do do..... do	0 22	9,900 00
28,600	do	do 9 do 6 do do..... do	0 20	5,600 00
11,000	Feet B.M.	Hemlock or spruce plank, in work..... per 1,000 B.M.	25 00	275 00
32,000	do	Pine do do..... do	30 00	960 00
4,000	do	Hardwood do do..... do	40 00	160 00
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work..... per lb.	0 10	4,900 00
10,000	do	Cast iron..... do	0 10	1,000 00
210,000	.....	Ties..... per tie.	0 35	73,500 00
112	Miles.	Track-laying..... per mile.	240 00	26,880 00
180,000	C. yards.	Ballasting..... per c. yd.	0 30	54,000 00
24	.....	Points and crossings..... laying each	40 00	960 00
Total amount.....				\$1,148,625 00

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and to offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	RICHARD NAGLE, Lumberer, Ottawa.
Signatures and Residences of Securities.		do	F. W. MURRAY, Pembroke, Ont.
		do	FRANCIS McDCUGAL, Ottawa, Ont.

Dated at Ottawa, the twenty-second day of May, 1876.

—;—
TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	C. yards	Solid rock excavation (line cuttings).
10,000	do	Loose do do
1,000,000	do	Earth excavation do (including borrowing).
10,000	do	Earth excavation in off-take ditches, beyond railway limits. (See Specification, Clause 13.)
60,000	Lin. feet	Under drains.

CANADIAN PACIFIC RAILWAY. —BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.
Concluded.

Approximate Quantities.		Description of Work.
4 spans.	100 feet clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	C. yards	Cribwork in abutments and piers and bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lin. feet	Piles.
14,000	do	Timber, 16 inches by 12 inches, stringers for trestle-bridges and culverts.
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle guards.
4,000	do	Timber, 12 inches by 6 inches.
45,000	do	do 9 do 8 do
28,000	do	do 9 do 6 do
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine plank.
4,000	do	Hardwood plank.
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	No.	Ties.
112	Miles.	Track-laying.
180,000	C. yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876:

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and Conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

Received the cheque of \$1,000 accompanying this my Tender.

(Signed) R. NAGLE.

Department of Public Works,
Ottawa, 31st May, 1876.

TWENTY-FIFTH CONTRACT

CANADIAN PACIFIC RAILWAY—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works, and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million two hundred and forty-seven thousand eight hundred and thirty dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River, before the 1st day of August, 1878, provided a *bonus* of five hundred (\$500) dollars per day be paid to us for every day the track shall be laid and ready for use to Lac des Mille Lacs; and a like *bonus* for every day the track shall be ready for use to English River before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.	Description of Work.	Rate.	Amount.
		\$ cts.	\$
100	Acres, clearing..... per acre.	30 00	3,000
50	do close cutting..... do	20 00	1,000
200	do grubbing (including side ditches and off-take drains)..... do	75 00	15,000
240,000	Cubic yards solid rock excavation (line cuttings)..... per c. yd.	1 75	420,000
10,000	do loose rock excavation..... do	0 75	7,500
1,000,000	do earth excavation (including borrowing)..... do	0 38	380,000
10,000	do excavation in off-take ditches beyond railway limits..... do	0 40	4,000
60,000	Lineal feet, under drains..... per 100 l. ft.	30 00	18,000
4 span	100 feet clear, Howe truss bridge..... per span.	4,000 00	16,000
2 do	80 do do..... do	2,880 00	5,760
6 do	60 do do..... do	1,920 00	11,520
6 do	40 do do..... do	1,120 00	6,720
9,000	Cubic yards cribwork in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	5 00	45,000
2,000	Cubic yards, rip-rap..... do	2 00	4,000
5,300	Lineal feet, piles driven..... per lin. ft.	0 40	2,120
14,000	do timber, 16 inches by 12 inches, stringers in trestle bridges and culverts..... do	0 50	7,000
96,000	do timber, 12 inches square, in trestle bridges, culverts and cattle guards..... do	0 40	38,400
4,000	do timber, 12-inch by 6-inch, in work..... do	0 25	1,000
45,000	do timber, 9-inch by 8-inch, in work..... do	0 25	11,250
28,000	do timber, 9-inch by 6 inch, in work..... do	0 22	6,160
11,000	Feet B.M., hemlock or spruce plank, in work..... per 1,000 B.M.	20 00	220
32,000	do pine plank, in work..... do	25 00	800
4,000	do hardwood plank, in work..... do	40 00	160
49,000	Lbs., wrought iron, including bolts, spikes, straps, &c., in work..... per lb.	0 10	4,900
10,000	Lbs., cast iron..... do	0 08	800
210,000	Ties..... per tie.	0 40	84,000
112	Miles, track-laying..... per mile.	400 00	44,800
180,000	Cubic yards, ballasting..... per c. yd.	0 60	108,000
24	Points and crossings..... laying each.	30 00	720
Total amount.....			\$1,247,830

And in case this Tender shall be accepted, the undersigned hold ourselves ready to enter into contract for the due execution and completion of the work, or as much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	JOHN O'BRIEN & Co., Rhinebeck, N.Y.
		do	JOHN O'BRIEN, Contractor, Rhinebeck, N.Y.
Signatures and Residences of Securities.	}	do	A. L. RIDER, Contractor, Rhinebeck, N.Y.
		do	E. J. CHARLTON, Contractor, Montreal.
		do	PATRICK MARTIN, Beauharnois.

Dated at Montreal, the 20th day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Section 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	Cubic yards	Solid rock excavation (line cuttings.)
10,000	do	Loose rock excavation do
1,000,000	do	Earth excavation do including borrowing.
10,000	do	do in off-take ditches, beyond railway limits. (See Specification, Clause 13.)
60,000	Lineal feet	Under-drains.
4 spans	100 ft. clear	Howe truss bridge.
2 do	80 do	do do
6 do	60 do	do do
6 do	40 do	do do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included.)
2,000	do	Rip-rap.
5,300	Lineal feet	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle bridges and culverts.
96,000	do	Timber, 12 in. square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 in. by 6 in.
45,000	do	Timber, 9 in. by 8 in.
28,000	do	Timber, 9 in. by 6 in.
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,
Secretary,
Public Works Department,
Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as the Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million two hundred and forty-nine thousand five hundred and forty dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of _____ dollars per day be paid to _____ for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
100	Acres	Clearing..... per acre.	20 00	2,000
50	do	Close-cutting..... do	10 00	500
200	do	Grubbing (including side ditches and off-take drains)..... do	100 00	20,000
240,000	C. yards	Solid rock excavation (line cuttings)..... per c. yd.	2 10	504,000
10,000	do	Loose do do..... do	0 75	7,500
1,000,000	do	Earth excavation (including borrowing)..... do	0 40	400,000
10,000	do	Excavation in off-take ditches beyond Railway limits..... do	0 35	3,500
60,000	Lin. feet	Under-drains..... per 100 l. ft.	10 00	6,000
4 spans	100ft. clear	Howe truss bridge..... per span.	3,750 00	15,000
2	do	do..... do	2,650 00	5,300
6	do	do..... do	1,650 00	9,900
6	do	do..... do	1,000 00	6,000
9,000	C. yards	Cribwork in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	3 50	31,500
2,000	do	Rip-rap..... do	2 00	4,000
5,300	Lin. feet	Piles driven..... per l. ft.	0 40	2,120
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts..... do	0 45	6,300
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle-guards..... do	0 32	30,720
4,000	do	Timber, 12 inches by 6 inches, in work..... do	0 25	1,000
45,000	do	do 9 do 8 do..... do	0 17	7,650
28,000	do	do 9 do 6 do..... do	0 16	4,480
11,000	Feet B.M.	Hemlock or spruce plank, in work..... per 1,000 B.M.	30 00	330
32,000	do	Pine plank, in work..... do	35 00	1,120
4,000	do	Hardwood plank, in work..... do	75 00	300
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work..... per lb.	0 10	4,900
10,000	do	Cast iron..... do	0 10	1,000
210,000	No.	Ties..... per tie.	0 35	73,500
112	Miles	Track-laying..... per mile.	300 00	33,600
180,000	do	Ballasting..... per c. yd.	0 37	66,600
24	.....	Points and crossings..... laying each.	30 60	720
Total amount.....				\$1,249,540

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification with regard to the money deposit, and they offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	A. BROWN,
		do	Contractor, Belleville, Ont. HUGH RYAN, Contractor, Perth, Ont.

Signatures and Residences of Sureties.	{	(Signed)	WM. DORAN,
		do	Mill Owner, Perth, Ont. A. SUTHERLAND, Mill Owner, Belleville, Ont.

Dated at Ottawa, the 22nd day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in the contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River, by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	Cubic yards	Solid rock excavation (line cuttings).
10,000	do	Loose rock excavation do
1,000,000	do	Earth excavation do (including borrowing.)
10,000	do	do in off-take ditches, beyond railway limits.

(See Specification, Clause 13.)

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.—*Concluded.*

Approximate Quantities.		Description of Work.
60,000	Lineal feet	Under drains.
4 spans.	100 feet clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included.)
2,000	do	Rip-rap.
5,300	Lineal feet	Piles.
14,000	do	Timber, 16 by 12 inches, stringers for trestle bridges and culverts.
96,000	do	Timber 12 inches square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 inches by 6 inches.
45,000	do	do 9 do 8 do
28,000	do	do 9 do 6 do
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	No.	Ties.
112	Miles.	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the schedule of quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

Received cheque of \$1000 accompanying this tender, 27th May, 1876.

(Signed) BROWN & RYAN,

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

I, the undersigned, hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876 at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million four hundred and twenty-nine thousand six hundred dollars (\$1,429,600).

I, the undersigned, further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

I, the undersigned, further propose and offer to have the rail-track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of ten dollars (\$10) per day be paid to me for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agrees and binds himself to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$ cts.
100	Acres.	Clearing..... per acre.	20 00	2,000
50	do	Close cutting..... do	40 00	2,000
200	do	Grubbing (including side ditches and off-take drains)..... do	150 00	30,000
240,000	C. yards.	Solid rock excavation (line cuttings)..... per c. yd.	2 75	660,000
10,000	do	Loose do do..... do	1 75	17,500
1,000,000	do	Earth excavation (including borrowing)..... do	0 35	350,000
10,000	do	Excavation in off-take ditches beyond railway limits..... do	0 35	3,500
60,000	Lin. feet.	Under-drains..... per 100 l. ft.	25 00	15,000
4 spans	100ft. clear	Howe truss bridge..... per span.	5,000 00	20,000
2	do	do..... do	3,600 00	7,200
6	do	do..... do	2,400 00	14,400
6	do	do..... do	1,200 00	7,200
9,000	C. yards.	Crib-work in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	4 00	36,000
2,000	do	Rip-rap..... do	4 00	8,000
5,300	Lin. feet.	Piles driven..... per l. ft.	0 50	2,650
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts..... do	0 60	8,400
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle-guards..... do	0 45	43,200
4,000	do	Timber, 12 inches by 6 inches, in work..... do	0 23	920
45,000	do	do 9 do 8 do do..... do	0 20	9,000
28,000	do	do 9 do 6 do do..... do	0 18	5,040
11,000	Feet B.M.	Hemlock or spruce plank, in work..... per 1,000 B.M.	40 00	440
32,000	do	Pine plank, in work..... do	45 00	1,440
4,000	do	Hardwood plank, in work..... do	100 00	400
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work..... per lb.	0 16	7,840
10,000	do	Cast iron..... do	0 14	1,400
210,000	No.	Ties..... per tie.	0 27	56,700
112	Miles.	Track-laying..... per mile.	250 00	28,000
180,000	C. yards.	Ballasting..... per c. yd.	0 50	90,000
24	.....	Points and crossings..... laying each	40 00	960
Total amount.....				\$1,429,190

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th clause, of the Specification, with regard to the money deposit, and offers as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signature, Occupations and Residences of Parties Tendering. (Signed) JOHN CARROLL, Contractor, Toronto.

Signatures and Residences of Securities. do THOMAS W. COOPER, Merchant, Toronto. do P. BOYLE, Publisher, Toronto.

Dated at Toronto, the nineteenth day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work bearing, even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	Cubic yards	Solid rock excavation (line cuttings.)
10,000	do	Loose do do
1,000,000	do	Earth excavation do (including borrowing.)
10,000	do	do in off-take ditches, beyond railway limits. (See Specification, Clause 13.)
60,000	Lineal feet	Under drains.
4 spans	100 feet clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included.)
2,000	do	Rip-rap.
5,300	Lineal feet	Piles.
14,000	do	Timber, 16 inches by 12 inches, stringers for trestle bridges and culverts.
96,000	do	Timber 12 inches square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber 12 inches by 6 inches.
45,000	do	do 9 do 8 do
28,000	do	do 9 do 6 do
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles.	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works, when called upon to do so, at the rates stated in the offer submitted. In the event of a tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,

Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

25TH CONTRACT.

CANADIAN PACIFIC RAILWAY—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million five hundred and nineteen thousand seven hundred and seventy-six dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of (\$500) five hundred dollars per day be paid to me for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agrees and binds himself to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878. I will add to the bonus or deduct from the amount as you wish per day.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
100	Acres	Clearing	per acre	22 00	2,200 00
50	do	Close-cutting	do	25 00	1,250 00
300	do	Grubbing (including side ditches and off-take drains)	do	100 00	32,000 00
240,000	C. yards	Solid rock excavation (line cuttings)	per c. yard	3 00	720,000 00
10,000	do	Loose rock excavation	do	1 75	17,500 00
1,000,000	do	Earth excavation (including borrowing)	do	0 36	360,000 00
10,000	do	Excavation in off-take ditches beyond railway limits	do	0 40	4,000 00
60,000	Lineal ft.	Under drains	per 100 l. ft.	20 00	12,000 00
4 spans	100ft. clear	Howe truss bridge	per span	4,480 00	17,920 00
2	do	do	do	3,680 00	7,360 00
6	do	do	do	2,448 00	14,688 00
6	do	do	do	1,728 00	10,368 00
9,000	C. yards	Orib-work in abutments and piers of bridges (including timber and stone filling)	per c. yd.	5 00	45,000 00
2,000	do	Rip-rap	do	3 00	6,000 00
5,300	Lineal ft.	Piles driven	per l. feet	6 00	3,180 00
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle bridges and culverts	do	0 55	7,700 00
96,000	do	Timber, 12 inches square, in trestle bridges, culverts and cattle-guards	do	0 45	43,200 00
4,000	do	Timber, 12 inches by 6 inches, in work	do	0 25	1,000 00
45,000	do	do 9 do 8 do	do	0 35	15,750 00
28,000	do	do 9 do 6 do	do	0 35	9,800 00
11,000	Feet B.M	Hemlock or spruce plank, in work	per 1000 B.M	32 00	352 00
32,000	do	Pine do	do	40 00	1,280 00
4,000	do	Hardwood do	do	32 00	128 00
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work	per lb.	0 12	5,880 00
10,000	do	Cast iron	do	0 07	700 00
210,000	do	Ties	per tie.	0 30	63,000 00
112	Miles.	Track-laying	per mile.	400 00	44,800 00
180,000	C. yards	Ballasting	per c. yd.	0 40	72,000 00
24	do	Points and crossings	laying each	30 00	720 00
Total amount					\$1,519,776 00

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and offers as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Ten- dering.	} (Signed)	JOSEPH WHITEHEAD, Contractor, Clinton, Ont.
Signatures and Residences of Securities.		do	JOHN T. WILKIE, L.D.S., Clinton.
	do	EDWARD STEPHENSON, Clinton.

Dated at Clinton, the 19th day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Section 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles; together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed:—

Approximate Quantities.		Description of Work.
100	Acres.	Clearing.
50	do	Close cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.
240,000	Cubic yds.	Solid rock excavation (line cuttings).
10,000	do	Loose do do
1,000,000	do	Earth excavation do (including borrowing).
10,000	do	do in off-take ditches, beyond railway limits. (See Specification, Clause 13.)
60,000	Lineal ft.	Under-drains.
4 spans	100 ft. clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.—*Concluded.*

Approximate Quantities.		Description of Work.
9,000	Cubic yds.	Crib-work in abutments and piers of bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lineal ft.	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle-bridges and culverts.
96,000	do	Timber, 12 in. square, in trestle-bridges, culverts and cattle-guards.
4,000	do	Timber, 12 in. by 6 in.
45,000	do	do 9 in. by 8 in.
28,000	do	do 9 in. by 6 in.
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine plank.
4,000	do	Hardwood plank.
49,000	Pounds.	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles.	Track-laying.
180,000	Cubic yds.	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars, accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works, when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted, the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

—————
TWENTY-FIFTH CONTRACT.
———

CANADIAN PACIFIC RAILWAY—SUNSHINE CREEK TO ENGLISH RIVER.
—————

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out, nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offers to furnish all necessary plant and labor, and to execute and complete, to the satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million thirty-seven thousand and sixty-one dollars.

The undersigned further agrees that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be settled as the true amount of the contract.

The undersigned further proposes and offers to have the rail-track laid and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River, before the 1st day of August, 1878, provided a bonus of ten dollars per day be paid to me for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agrees and binds himself to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$ cts.
100	Acres.	Clearing..... per acre.	25 00	2,500 00
50	do	Close cutting..... do	30 00	1,500 00
200	do	Grubbing (including side-ditches and off-take drains)..... do	80 00	16,000 00
240,000	C. yards.	Solid rock excavation (line cuttings)..... per c. yd.	1 50	360,000 00
10,000	do	Loose rock do do	0 90	9,000 00
1,000,000	do	Earth excavation (including borrowing)..... do	0 33	330,000 00
10,000	do	Excavation in off-take ditches beyond Railway limits. do	0 35	3,500 00
60,000	Lin. feet.	Under-drains. p. 100 l. ft.	10 00	6,000 00
4 spans	100ft. clear	Howe truss bridge..... per span.	4,000 00	16,000 00
2 "	80 do	do	2,800 00	5,600 00
6 "	60 do	do	2,100 00	12,600 00
6 "	40 do	do	1,200 00	7,200 00
9,000	C. yards.	Crib-work in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	4 00	36,000 00
2,000	do	Rip-rap..... do	2 50	5,000 00
5,300	Lin. feet.	Piles, driven..... per lin. ft.	0 25	1,325 00
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts..... do	0 50	7,000 00
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts, and cattle-guards..... do	0 40	38,400 00
4,000	do	Timber, 12 inches by 6 inches, in work..... do	0 20	800 00
45,000	do	do 9 do 8 do	0 20	9,000 00
28,000	do	do 9 do 6 do	0 18	5,040 00
11,000	Ft. B. M.	Hemlock or spruce plank, in work..... 1,000 B. M.	16 00	176 00
32,000	do	Pine plank, in work..... do	20 00	640 00
4,000	do	Hardwood plank, in work..... do	20 00	80 00
49,000	Lbs.	Wrought iron (including bolts, spikes, straps, etc.), in work)..... do	0 10	4,900 00
10,000	do	Cast iron..... do	0 10	1,000 00
210,000	.....	Ties..... per tie.	0 26	54,600 00
112	Miles.	Track-laying..... per mile.	300 00	33,600 00
180,000	C. yards.	Ballasting..... per c. yd.	0 38	68,400 00
24	.....	Points and crossings..... laying each.	50 00	1,200 00
Total amount.....				\$1,037,061 00

And in case this Tender shall be accepted, the undersigned holds himself ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and offers as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering. (Signed) P. PURCELL, Contractor, Williamstown, Ont.

Signatures and Residences of Securities. do MICHAEL PURCELL, Farmer, Cornwall, Ont. do WILLIAM BARETT,

Dated at Ottawa, the twentieth day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs, by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1,685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the general specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed:—

Approximate Quantities.		Description of Work.
100	Acres.	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side-ditches and off-take drains).
240,000	Cubic yards	Solid rock excavation (line cuttings).
10,000	do	Loose do do
1,000,000	do	Earth excavation do (including borrowing).
10,000	do	do in off-take ditches beyond railway limits. (See specification, Clause 13).
60,000	Lin. ft.	Under-drains.
4 spans	100 ft. clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lin. ft.	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle bridges and culverts.
96,000	do	Timber, 12 in. square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 in. by 6 in.
45,000	do	do 9 in. by 8 in.
28,000	do	do 9 in. by 6 in.
11,000	Ft. B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.
Concluded.

Approximate Quantities.		Description of Work.
210,000	.....	Ties.
112	Miles.	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars, accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a tender is accepted, the parties concerned must be prepared immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and Conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million one hundred and ninety thousand six hundred and twenty-five dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of ten dollars per day be paid to them for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the first day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
			\$ cts.	\$ cts.	
100	Acres	Clearing	per acre.	30 00	3,000 00
50	do	Close-cutting	do	25 00	1,250 00
200	do	Grubbing (including side ditches and off-take drains)	do	75 00	15,000 00
240,000	C. yards	Solid rock excavation (line cuttings)	per c. yd.	2 00	480,000 00
10,000	do	Loose do do	do	0 90	9,000 00
1,600,000	do	Earth excavation (including borrowing)	do	0 30	300,000 00
10,000	do	Excavation in off-take ditches beyond railway limits	do	0 40	4,000 00
60,000	Lin. feet	Under drains	per l. ft.	40 00	24,000 00
4 spans	100ft. clear	Howe truss bridge	per span.	3,500 00	14,000 00
2 do	80 do	do	do	2,800 00	5,600 00
6 do	60 do	do	do	1,800 00	10,800 00
6 do	40 do	do	do	1,200 00	7,200 00
9,000	C. yards	Crib-work in abutments and piers of bridges (including timber and stone filling)	per c. yd.	3 50	31,500 00
2,000	do	Rip-rap	do	2 00	4,000 00
5,300	Lin. feet	Piles driven	per l. ft.	0 40	2,120 00
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle bridges and culverts	do	0 50	7,000 00
96,000	do	Timber, 12 inches square, in trestle bridges, culverts and cattle-guards	do	0 35	33,600 00
4,000	do	Timber, 12 inches by 6 inches, in work	do	0 20	800 00
45,000	do	do 9 do 8 do	do	0 20	9,000 00
28,000	do	do 9 do 6 do	do	0 18	5,040 00
11,000	Feet B.M	Hemlock or spruce plank, in work,	per 1000 B.M.	25 00	275 00
32,000	do	Pine plank, in work	do	30 00	390 00
4,000	do	Hardwood plank, in work	do	45 00	180 00
49,000	lbs.	Wrought iron, including bolts, spikes, straps, &c., in work	per lb.	0 10	4,900 00
10,000	do	Cast iron	do	0 10	1,000 00
210,000	.....	Ties	per tie.	0 30	63,000 00
112	Miles.	Track-laying, including engine, car, &c.	per mile.	400 00	44,800 00
180,000	C. yards	Ballasting	per c. yd.	0 60	108,000 00
24	.....	Points and crossings	laying each.	25 00	600 00
Total amount					\$1,180,625 00

And in case this Tender shall be accepted, the undersigned hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering. { (Signed) JOHN HUNTER, Contractor, St. Catherines. do JAMES MURRAY, Contractor, St. Catherines.

Signatures and Residences of Securities. { do J. HEALY, St. Catherines. do JOHN COY, W. St. Catherines.

 TWENTY-FIFTH CONTRACT.

 CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run, to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the Railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the tracklaying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the general Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed:—

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains).
240,000	Cubic yards	Solid rock excavation (line cuttings).
10,000	do	Loose rock excavation do do
1,000,000	do	Earth excavation do do (including borrowing).
10,000	do	do do in off-take ditches, beyond railway limits. (See Specification, clause 13).
60,000	Lineal feet	Under-drains.
4 spans	100 feet clear	Howe truss bridge.
2	“ 80 do	do do
6	“ 60 do	do do
6	“ 40 do	do do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lineal feet	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle bridges and culverts.
96,000	do	Timber, 12 in. square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 in. by 6 in.
45,000	do	Timber, 9 in. by 8 in.
28,000	do	Timber, 9 in. by 6 in.
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the Contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876 :

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works, when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,

Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned, hereby offer to furnish all necessary plant and labour, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort

William, and English River, within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million two hundred and fifty-nine thousand nine hundred and thirty dollars.

The undersigned, further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned, further propose and offer to have the rail-track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of ten dollars per day be paid to us for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.	
100	Acres.	Clearing.....	per acre.	\$ 30 00	3,600 00
50	do	Close cutting.....	do	45 00	2,250 00
200	do	Grubbing (including side ditches and off-take drains).....	do	100 00	20,000 00
240,000	C. yards.	Solid rock excavation (line cuttings).....	per c. yd.	1 90	456,000 00
10,000	do	Loose do do.....	do	1 00	10,000 00
1,000,000	do	Earth excavation (including borrowing).....	do	0 33	330,000 00
10,000	do	Excavation in off-take ditches beyond railway limits.....	do	0 35	3,500 00
60,000	Lin. feet.	Under-drains.....	per 100 l. ft.	55 00	33,000 00
4 spans	100ft. clear	Howe truss bridge.....	per span.	4,500 00	18,000 00
2 do	80 do	do.....	do	3,200 00	6,400 00
6 do	60 do	do.....	do	2,100 00	12,600 00
6 do	40 do	do.....	do	1,200 00	7,200 00
9,000	C. yards.	Crib-work in abutments and piers of bridges (including timber and stone filling).....	per c. yd.	3 25	29,250 00
2,000	do	Rip-rap.....	do	4 00	8,000 00
5,300	Lin. feet.	Piles driven.....	per lin. ft.	0 80	4,240 00
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts.....	do	0 67	9,380 00
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle-guards.....	do	0 40	38,400 00
4,000	do	Timber, 12 inches by 6 inches, in work.....	do	0 40	1,600 00
45,000	do	do 9 do 8 do do.....	do	0 40	18,000 00
28,000	do	do 9 do 6 do do.....	do	0 40	11,200 00
11,000	Feet B.M.	Hemlock or spruce plank, in work.....	per 1,000 B.M.	30 00	333 00
32,000	do	Pine do do.....	do	30 00	960 00
4,000	do	Hardwood do do.....	do	100 00	400 00
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work.....	per lb.	0 18	8,820 00
10,000	do	Cast iron.....	do	0 15	1,500 00
210,000	.....	Ties.....	per tie.	0 37	77,700 00
112	Miles.	Track-laying.....	per mile.	750 00	84,000 00
180,000	C. yards.	Ballasting.....	per c. yd.	0 35	63,000 00
24	.....	Points and crossings.....	laying each	50 00	1,200 00
Total amount.....				\$1,269,930 00	

And in case this Tender shall be accepted, the undersigned hold ourselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	{	(Signed)	J. A. HENEY & Co., Joliet, Ill., U.S.
		do	J. H. HENEY, Contractor, Joliet, Ill.
		do	S. B. REID, Contractor, Joliet, Ill.
		do	F. W. DAVID, Contractor, Joliet, Ill.
Signatures and Residences of Securities.	{	do	C. W. PHELPS, Lumber Dealer, St. Catherines.
		do	THOMAS HAMMILL, Lumber Dealer, St. Catherines.

Dated at Ottawa, the twenty-second day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS —SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles: Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed:

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	C. yards	Solid rock excavation (line cuttings).
10,000	do	Loose do do
1,000,000	do	Earth excavation do (including borrowing).
10,000	do	Earth excavation in off-take ditches, beyond railway limits. (See Specification, Clause 14.)
60,000	Lin. feet	Under drains.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.
Concluded.

Approximate Quantities.		Description of Work.
4 spans.	100 feet clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	C. yards	Cribwork in abutments and piers and bridges (timber and stone filling included).
2,000	do	Rip-rap.
5,300	Lin. feet	Piles.
14,000	do	Timber, 16 inches by 12 inches, stringers for trestle-bridges and culverts.
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle guards.
4,000	do	Timber, 12 inches by 6 inches.
45,000	do	do 9 do 8 do
28,000	do	do 9 do 6 do
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine plank.
4,000	do	Hardwood plank.
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles.	Track-laying.
180,000	C. yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1879:

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and Conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

OTTAWA, 2nd May, 1876.

Received the cheque accompanying the within Tender.

(Signed) J. A. HENEY & Co.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works, and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million three hundred and nine thousand one hundred and fifty-five dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid, and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River, before the 1st day of August, 1878, provided a *bonus* of two hundred (\$200) dollars per day be paid to us for every day the track shall be laid and ready for use to Lac des Mille Lacs; and a like *bonus* for every day the track shall be ready for use to English River before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of \$400 amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.	Description of Work.	Rate.	Amount.
		\$ cts.	\$
100	Acres, clearing..... per acre.	40 00	4,000
50	do close cutting..... do	40 00	2,000
200	do grubbing (including side ditches and off-take drains)..... do	140 00	28,000
240,000	Cubic yards solid rock excavation (line cuttings)..... per c. yd.	1 80	432,000
10,000	do loose rock excavation..... do	0 80	8,000
1,000,000	do earth excavation (including borrowing) do	0 40	400,000
10,000	do excavation in off-take ditches beyond railway limits..... do	0 30	3,000
60,000	Lineal feet, under drains..... per 100 l. ft.	30 00	18,000
4 span	100 feet clear, Howe truss bridge..... per span.	4,000 00	16,000
2 do	80 do do..... do	3,200 00	6,400
6 do	60 do do..... do	2,100 00	12,600
9 do	40 do do..... do	1,200 00	7,200
9,000	Cubic yards cribwork in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	6 00	54,000
2,000	Cubic yards, rip-rap..... do	3 00	6,000
5,300	Lineal feet, piles driven..... per lin. ft.	0 55	2,915
14,000	do timber, 16 inches by 12 inches, stringers in trestle bridges and culverts..... do	0 60	8,400
96,000	do timber, 12 inches square, in trestle bridges, culverts and cattle guards..... do	0 50	48,000
4,000	do timber, 12-inch by 6-inch, in work..... do	0 30	1,200
45,000	do timber, 9-inch by 8-inch, in work..... do	0 30	13,500
28,000	do timber, 9-inch by 6-inch, in work..... do	0 25	7,000
11,000	Feet B.M., hemlock or spruce plank, in work..... per 1,000 B.M.	80 00	880
32,000	do pine plank, in work..... do	80 00	2,560
4,000	do hardwood plank, in work..... do	80 00	320
49,000	Lbs., wrought iron, including bolts, spikes, straps, &c., in work..... per lb.	0 20	9,800
10,000	Lbs., cast iron..... do	0 15	1,500
210,000	Ties..... per tie.	0 40	84,000
112	Miles, track-laying..... per mile.	450 00	50,400
180,000	Cubic yards, ballasting..... per c. yd.	0 45	81,000
24	Points and crossings..... laying each.	0 20	480
Total amount.....			\$1,309,155

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or as much thereof as may be required, and to comply with the 115th Clause of the Specification, with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	JOHN WARDROP,	Toronto.
		do	DAVID S. BOOTH,	Ottawa.
Signatures and Residences of Securities.	}	do	JOHN ROSS,	Honer, Ont.
		do	ANDREW ELLIOTT,	Petrolia.
		do	A. MEYERS,	Toronto.

Dated at Ottawa, the 20th day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY—BILL OF WORKS—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in this contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Section 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with the track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	Cubic yards	Solid rock excavation (line cuttings.)
10,000	do	Loose rock excavation do
1,000,000	do	Earth excavation do including borrowing.
10,000	do	do in off-take ditches, beyond railway limits. (See Specification, Clause 13.)
60,000	Lineal feet	Under-drains.
4 spans	100 ft. clear	Howe truss bridge.
2 do	80 do	do do
6 do	60 do	do do
6 do	40 do	do do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included.)
2,000	do	Rip-rap.
5,800	Lineal feet	Piles.
14,000	do	Timber, 16 in. by 12 in., stringers for trestle bridges and culverts.
96,000	do	Timber, 12 in. square, in trestle bridges, culverts and cattle guards.
4,000		Timber, 12 in. by 6 in.
45,000	do	Timber, 9 in. by 8 in.
28,000	do	Timber, 9 in. by 6 in.
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished, shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as the Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th Clause of the General Specifications and conditions.

SANDFORD FLEMING,

Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—SUNSHINE CREEK TO ENGLISH RIVER.

Tender for Works.

No Tender will be received unless on this Form, and with the Schedule of Quantities correctly priced and moneyed out; nor unless the clause requiring an accepted Bank Cheque is complied with.

The undersigned hereby offer to furnish all necessary plant and labor, and to execute and complete, to the entire satisfaction of the Engineer-in-Chief, or officer duly authorized to act under him, all the excavation, grading and bridging required to be done on the line between Sunshine Creek and English River, in length about 80 miles; together with the track-laying and ballasting between Town Plot, Fort William, and English River; within the time and upon the terms and conditions stipulated in the Bill of Works and in the Specification bearing date 18th April, 1876, at the rates given herewith, which rates applied to the approximate quantities given in the Bill of Works, amount in the aggregate to the sum of one million six hundred and thirty-five thousand six hundred and sixty dollars.

The undersigned further agree that all additions to, and alterations and omissions in the work contracted for, shall be valued and added to or deducted from the above-mentioned amount, as the case may require, according to the several prices set opposite to each description of work in the following schedule, and according to the special provisions of the Specification; and the amount so altered shall be considered and settled as the true amount of the contract.

The undersigned further propose and offer to have the rail-track laid and ready for the use of working trains, as far as the navigable waters of Lac des Mille Lacs, before the 1st day of August, 1877, and as far as English River before the 1st day of August, 1878, provided a bonus of fifty dollars (\$50) per day be paid to us for every day the track shall be laid and ready for use to Lac des Mille Lacs, and a like bonus for every day the track shall be ready for use to English River, before these dates. And the undersigned agree and bind themselves to pay a penalty of the same amount per day for every day the track shall not be laid and ready for use to Lac des Mille Lacs, after the 1st day of August, 1877, and a further penalty of the same amount for every day that the track shall not be ready for use to English River, after the 1st day of August, 1878.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities.		Description of Work.	Rate.	Amount.
			\$ cts.	\$
100	Acres	Clearing..... per acre.	50 00	5,000
50	do	Close-cutting..... do	60 00	3,000
200	do	Grubbing (including side ditches and off-take drains)..... do	100 00	20,000
240,000	C. yards	Solid rock excavation (line cuttings)..... per c. yd.	2 70	648,000
10,000	do	Loose do do..... do	2 40	24,000
1,000,000	do	Earth excavation (including borrowing)..... do	0 46	460,000
10,000	do	Excavation in off-take ditches beyond Railway limits..... do	0 35	3,500
60,000	Lin. feet	Under-drains..... per 100 l. ft.	50 00	30,000
4 spans	100ft. clear	Howe truss bridge..... per span.	6,000 00	24,000
2 do	80 do	do..... do	4,400 00	8,800
6 do	60 do	do..... do	3,000 00	18,000
6 do	40 do	do..... do	1,800 00	10,800
9,000	C. yards	Cribwork in abutments and piers of bridges (including timber and stone filling)..... per c. yd.	4 50	40,500
2,000	do	Rip-rap..... do	3 00	6,000
5,300	Lin. feet	Piles driven..... per l. ft.	0 50	2,650
14,000	do	Timber, 16 inches by 12 inches, stringers in trestle-bridges and culverts..... do	0 50	7,000
96,000	do	Timber, 12 inches square, in trestle-bridges, culverts and cattle-guards..... do	0 40	38,400
4,000	do	Timber, 12 inches by 6 inches, in work..... do	0 35	1,400
45,000	do	do 9 do 8 do..... do	0 33	17,100
28,000	do	do 9 do 6 do..... do	0 38	10,640
11,000	Feet B.M.	Hemlock or spruce plank, in work..... per 1,000 B.M.	40 00	440
32,000	do	Pine plank, in work..... do	50 00	1,600
4,000	do	Hardwood plank, in work..... do	70 00	280
49,000	Lbs.	Wrought iron, including bolts, spikes, straps, &c., in work..... per lb.	0 15	7,350
10,000	do	Cast iron..... do	0 12	1,200
210,000	.....	Ties..... per tie.	0 40	84,000
112	Miles	Track-laying..... per mile.	450 00	50,400
180,000	do	Ballasting..... per c. yd.	0 60	108,000
24	.....	Points and crossings..... laying each.	150 00	3,600
Total amount.....				\$1,635,660

And in case this Tender shall be accepted, the undersigned hold themselves ready to enter into contract for the due execution and completion of the work, or so much thereof as may be required, and to comply with the 115th Clause of the Specification with regard to the money deposit, and we offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this Tender for that purpose.

Actual Signatures, Occupations and Residences of Parties Tendering.	}	(Signed)	A. P. MACDONALD, Contractor, Montreal.
		do	H. MACFARLANE, Contractor, Stratford, Ont.
		do	P. McRAE, Contractor, Montreal.
		do	ROBERT KANE, Contractor, Montreal.
Signatures and Residences of Securities.	}	(Signed)	JOHN MACINTOSH & SON, Manufacturers, Montreal.
		do	JOHN MOORE, Coal Merchant, Montreal.

Dated at Montreal, the 20th day of May, 1876.

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.

The whole of the works embraced in the contract must be completed on or before the 1st day of November, 1878, and so much thereof as will allow working trains to run to the navigable waters of Lac des Mille Lacs by the 1st day of August, 1877, and to English River, by the 1st day of August, 1878.

The following is an approximate estimate of the total quantities of work required to be executed in the construction of the railway under the 25th Contract, being all the grading and bridging between Station 1685, the end of the 13th Contract, in the Valley of Sunshine Creek, and Station 210, at English River, a distance of about 80 miles. Together with track-laying and such ballasting as may be required for one lift between Fort William and English River, which work is to be executed under the General Specification and conditions of contract for work, bearing even date herewith. From this Bill the aggregate amounts in the several Tenders are to be computed.

Approximate Quantities.		Description of Work.
100	Acres	Clearing.
50	do	Close-cutting.
200	do	Grubbing (including grubbing in side ditches and off-take drains.)
240,000	Cubic yards	Solid rock excavation (line cuttings).
10,000	do	Loose rock excavation do
1,000,000	do	Earth excavation do (including borrowing.)
10,000	do	do in off-take ditches, beyond railway limits.
(See Specification, Clause 13.)		

CANADIAN PACIFIC RAILWAY.—BILL OF WORKS.—SUNSHINE CREEK TO ENGLISH RIVER.—*Concluded.*

Approximate Quantities.		Description of Work.
60,000	Lineal feet	Under drains.
4 spans.	100 feet clear	Howe truss bridge.
2 do	80 do	do
6 do	60 do	do
6 do	40 do	do
9,000	Cubic yards	Crib-work in abutments and piers of bridges (timber and stone filling included.)
2,000	do	Rip-rap.
5,300	Lineal feet	Piles.
14,000	do	Timber, 16 by 12 inches, stringers for trestle bridges and culverts.
96,000	do	Timber 12 inches square, in trestle bridges, culverts and cattle guards.
4,000	do	Timber, 12 inches by 6 inches.
45,000	do	do 9 do 8 do
28,000	do	do 9 do 6 do
11,000	Feet B.M.	Hemlock or spruce plank.
32,000	do	Pine do
4,000	do	Hardwood do
49,000	Pounds	Wrought iron, including bolts, spikes, straps, &c.
10,000	do	Cast iron.
210,000	.....	Ties.
112	Miles.	Track-laying.
180,000	Cubic yards	Ballasting.
24	.....	Points and crossings.

The foregoing Bill of Quantities is intended to embrace all the works specified and required in the grading, bridging, track-laying and ballasting to be executed under the contract. The Contractor may, however, be required to perform, at the same prices, other works connected with the section, the precise nature and position of which cannot at present be defined.

The profile exhibited is prepared from a trial location survey. At several points the location, in all probability, will be revised, with the view of obtaining improved gradients and alignment, as well as reduction of work.

The quantities in this Bill are furnished for the purpose of giving an approximate idea of the nature and magnitude of the contract, and to admit of a comparison of the Tenders.

The right to vary the location and alter the works in any manner that may appear advisable, is reserved, and such alteration shall not invalidate the contract. The quantities of work so altered, whether above or below the quantities now furnished shall hereafter be correctly ascertained, and paid for according to the schedule of prices in the Tender which may be accepted.

Tenders in sealed envelopes, addressed as follows, will be received until noon on Monday, the 22nd day of May, 1876.

TENDER FOR PACIFIC RAILWAY WORKS.

F. BRAUN,

Secretary,

Public Works Department,

Ottawa.

No Tender will be entertained unless on one of the printed Forms prepared for the purpose, and with the Schedule of Quantities therein correctly priced and accurately moneyed out; nor unless an accepted Bank Cheque, marked good for thirty days, for one thousand dollars accompanies the Tender, which sum shall be forfeited if the party tendering declines or fails to enter into contract for the works, when called upon to do so, at the rates stated in the offer submitted. In the event of a Tender not being accepted the cheque will be returned.

So soon as a Tender is accepted, the parties concerned must be prepared, immediately after being notified, to enter into contract and comply with the 115th clause of the general specifications and conditions.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Ottawa, 18th April, 1876.

CANADIAN PACIFIC RAILWAY.

GENERAL SPECIFICATION AND CONDITIONS OF CONTRACT FOR GRADING, BRIDGING, TRACK-LAYING AND BALLASTING.

The works to be done by the Contractors, of which the hereto annexed are the specifications, consist of all the excavation, grading and bridging required to be done on the line of the Canadian Pacific Railway between Sunshine Creek and English River, in length about eighty miles; together with the track-laying and ballasting between Town Plot, Fort William and English River.

Signed by Hugh Ryan, in the presence of H. A. FISSIAULT. }	(Signed)	HUGH RYAN,
Signed by P. Purcell, in the presence of G. FREDERIC DUGGAN. }	do	P. PURCELL.
Signed by the Minister and Secretary of Public Works, in the presence of H. A. FISSIAULT. }	do	A. MACKENZIE.
	do	F. BRAUN, Secretary.

CANADIAN PACIFIC RAILWAY.

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials required in making and building the Railway up to formation level, and preparing it for the permanent way; comprising clearing, close cutting, grubbing, fencing, excavation, tunnelling, draining, ditching, foundation works, bridges, culverts. Also track-laying, ballasting, and all other works connected with the construction and completion of the line of Railway, to which the Engineer may consider this specification to be applicable under each contract.

CLEARING, ETC.

2. The clearing is embraced in the contract for the erection of the telegraph; but in the event of the Telegraph Contractor failing to execute this portion of the work, the Contractor for grading may be required and directed to do it; a price for clearing is therefore necessary.

3. Where the Railway passes through wooded sections, the land must be cleared to the width of sixty-six feet on each side of the centre line, or such greater or lesser width as the Engineer may direct.

4. The clearing is to be done so that all the brush, logs, and other loose material within its limits shall be burned. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods, must be dragged out and burned. The land when burned must be left in a clean condition.

5. Where embankments are to be formed less than four feet or more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment, and burned.

6. Where excavations will not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed and there piled. Directions will be given at the proper time, as to the extent of ground required to be cleared, close cut, and grubbed. The side ditching and off-take drains must also be grubbed, but no grubbing will be paid for in borrowing pits.

FENCING.

7. The fence, wherever required, shall be a strong, well-built, heavy farm fence of approved design, thoroughly secured by stakes, riders, posts and yokes, or other means to prevent its removal by gales of wind or animals.

8. The farm gates, when required, will be light and strong, of an approved design, similar to those on the Intercolonial Railway.

9. The fencing to be thoroughly completed through all the cleared lands, and wherever it may be directed to be placed by the Engineer.

GRADING.

10. In woodland the grading will be commenced after the clearing, close cutting and grubbing required, is completed to the satisfaction of the Engineer, and the Contractor will be held responsible for all damage to crops.

11. The width of embankments at sub-grade or formation level will be 17 feet. The width of cuttings will not be less than 22 feet. The slopes of earth work will be made one and a-half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berm of 6 feet shall be left on the surface of the rock. The widths, slopes, any other dimensions above defined may be varied by the Engineer at any time, to suit circumstances. And the Contractor shall not take out nor be paid for rock, nor any other excavation beyond the slopes, without an express order, in writing, from the Engineer. In the event of a slide in a rock cutting after it is formed, the Contractor will remove the debris, and be paid for it as loose rock or as earth, according to the class to which it may appear to the Engineer to belong.

12. The material to be placed in the embankments must be approved by the Engineer, and in places where the natural surface of the ground upon which the embankment is to rest, is covered with vegetable matter, which cannot be burned off in clearing, and which would, in the opinion of the Engineer, impair the work, the same must be removed to his entire satisfaction. All sloping ground covered with pastures shall be deeply ploughed over the base of the embankments before the latter are commenced.

13. In level prairie sections, it will be necessary to excavate off-take ditches for considerable distances to the right or left of the line. These ditches will generally be required in the lowest ground, where the material is frequently of a tough nature (locally known by the name of "Gumbo.") These off-take ditches must be of such

widths and depths as may be required and directed. The sides shall be sloped one vertical to two horizontal, and the material shall be cast out so as to leave a berm of at least six feet between the deposit and the top of the slopes. A separate price for off-take ditches will be required in the Tenders, and the quantities shall embrace all excavation in connection therewith, beyond the limits of the Railway land.

14. Side-hill ground to be covered by embankment shall first be thoroughly underdrained as the Engineer may see expedient, and all cuttings after being formed, and all slopes likely to be affected by wet must be similarly underdrained, longitudinally or transversely, or both, as circumstances may seem to him to require. These drains will be constructed in a similar way to that in which ordinary land drains are sometimes made, a trench will first be dug to a minimum depth of four feet on an average, and in the bottom of this trench, three or four cedar or spruce poles from two to three inches in diameter will first be laid by hand, breaking joint, over the poles will then be placed not less than three feet of small broken stone, not larger than ordinary road metal or good gravel ballast, over which will be deposited such material convenient to the place as the Engineer may approve of. The Contractor must find all the material required in these drains, do all the work described, and remove the surplus earth. These drains must always be made with a sufficient longitudinal fall for the easy flow of the water, and therefore they may in level cuttings be deeper at one end than at the other, but the minimum depth will be not less than four feet.

15. On the completion of the cuttings and the underdrains provided for in last clause, ditches for the removal of surface water shall be formed along each side at the bottom of the slopes, according to directions to be given. Catch-water ditches shall also be formed some distance back from the top of slopes, to exclude from the excavation any water flowing from the adjoining lands; the Contractor shall also construct all other drains and ditches which the Engineer may deem necessary for the perfect drainage of the Railway and works.

16. All open ditches in cuttings or elsewhere other than those referred to in Clause 13, and all excavations required for turning, making or changing watercourses, and which must be executed as may from time to time be directed, will be measured up and paid for as excavation according to its class, and all other excavations such as may be required in the formation of public roads, or in borrowing pits, or in grading depot grounds, turnouts or branches, and so much of foundation pits for bridges and culverts as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of the roadway, and must be executed and the material deposited according to the directions of the Engineer, and will be paid for at the same rate per yard as the ordinary excavation, according to its denomination. In foundation pits, where pumping or bailing becomes necessary, all the excavation under water level shall be measured and reckoned at three times the price of earth excavation in order to cover the extra cost involved.

17. Excavation will be classed under three heads, viz: solid rock, loose rock, and earth, and will be paid for according to the following definitions:

1st. All stones and boulders measuring more than 40 cubic feet, and all solid quarry rock, shall be termed solid rock excavation.

2nd. All stones and boulders measuring more than 14 cubic feet, and all loose rock, whether in place or not in place, that may be removed with facility by hand, pick or bar, without the necessity of blasting, shall be termed loose rock excavation.

3rd. All other excavation of whatever kind, with the excavation of off-take ditches referred to in Clause 13, shall be termed Earth Excavation.

18. The contract price for these several classes of excavation shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than twelve hundred feet. For every hundred feet of haul over twelve hundred feet and up to twenty-five hundred feet, the Contractor will be allowed at the rate of one cent per cubic yard, that is to say in the event of the haul being in any case twenty-five hundred feet, thirteen cents per yard shall be added to the sche-

dule rate ; which will be the maximum allowance per haul in any case. This clause shall not apply to ballast.

19. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left at the completion of the contract, at such heights, levels, widths and forms as directed by the Engineer, the upper surface of the banks to be rounded in order to throw off the water.

20. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded and left from six to eight inches lower at the sides than on the centre line. In rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water channels, road crossings, borrowing pits or elsewhere, must be deposited in such places as the Engineer may direct. In case where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, or from the sides of the road, or from borrowing pits, but no material shall be so supplied without his concurrence, and not until the cuttings are completed, without his express sanction. All borrowing pits shall, if required by the Engineer, be dressed to a good shape and properly drained. Where material to make up embankments is taken from the side, a berm of at least ten feet from bottom of slope of embankment shall remain untouched.

21. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the Engineer may direct that the embankments be increased in width with the surplus material, and when this is done to his satisfaction, the remainder, if any, may be wasted, but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

22. In cases where pitching or rip-rapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations may, with the approval of the Engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be paid for twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

23. Rip-rap work whenever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and paid for by the cubic yard.

24. Roads constructed to and from any point on the line of Railway for the convenience of the Contractor, for the conveyance of material or otherwise, must be at his own risk, cost and charges, but the Contractor will not be required to purchase land for the railway track, for branches or for borrowing pits.

25. Wherever the line is intersected by public or private roads, the Contractor must keep open at his own cost convenient passing places, and he shall be held responsible for keeping all crossings, during the progress of the works, in such conditions as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men. At all public roads crossed on the level, the Contractor will be required to put in two substantial cattle guards of wood of such dimensions as may be directed by the Engineer.

26. Whenever any material is met with in the excavations, which the Engineer shall consider suitable and required for ballast, the same shall at his discretion be reserved for that purpose.

27. When slips occur in cuttings, after they are properly formed, the material must be immediately removed by the Contractor, the slopes re-formed, and such precautions adopted as the Engineer may deem necessary. The Contractor will be paid for the removal of slips as already provided for.

28. In the event of earth excavation being proceeded with in winter, no snow or ice must be placed in embankments, or allowed to be covered up in them, and all frozen earth must as far as practicable be excluded from the heart of embankments.

29. The Contractor shall, before the work is finally accepted, finish up cuttings and embankments, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, bridging, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

30. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible; in such cases the Engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

31. The prices stipulated for excavation of the several denominations, together with the price for haul in extreme cases, and the price for work in foundation pits under water level shall be the total prices for excavating, loading, removing and depositing all the material. In a word, the rates and prices stipulated in the contract must be understood to cover every contingency; the furnishing of all labor, material, power and plant; the cost of finishing up cuts and embankments, the dressing and draining of borrowing pits, when required; the dressing of slopes to the required angle, and the completing of everything connected with the grading of road-bed, in a creditable workmanlike manner, in accordance with the directions and to the satisfaction of the Engineer.

TUNNELLING.

32. The tunnelling will consist of "Line Tunnels" and "Stream Tunnels;" the former shall be formed to an exact minimum section hereafter to be furnished. For the purpose of tendering, the sectional area of "Line Tunnels" shall be calculated at 405 superficial feet, equal to 15 cubic yards to the lineal foot of tunnel. The "Stream Tunnels," where formed, shall be driven through the solid rock which, in some places, forms the sides of ravines, they must be formed in the manner to be pointed out in each case. Open cuttings at the end will be excavated, to give an easy flow to the water, these open cuttings may be slightly curved, but the tunnels proper must be perfectly straight from end to end, with the sides as smooth as practicable. The up-stream ends in each tunnel must generally be one foot lower than the bed of the stream opposite, and they must be driven with a proper inclination. Care must be taken to leave a solid pillar of rock between the tunnel and the side of the ravine, equal (except in special cases) to not less than about double the diameter of the tunnel. The thickness of solid rock over the tunnel shall be similarly proportioned. The open cuttings which form the outlets and inlets of tunnels shall be measured and paid as ordinary excavation, according to classification, the material excavated from them to be placed in the embankments or as may be directed. The tunnels shall be paid for by the lineal foot and the price must cover all cost of pumping, bailing, draining, &c., which may be necessary. The tunnels required will be of the following general dimensions:—

Sectional Areas.				Lineal Foot of Tunnel.		
Twenty feet	do	324	324 superficial feet equals	12	cubic yards.	
Sixteen feet	do	216	"	8	"	"
Twelve feet	do	108	"	4	"	"
Eight feet	do	54	"	2	"	"
Six feet	do	27	"	1	"	"

TIMBER STRUCTURES.

33. The structures for the passage of small streams may be built of the most suitable wood to be found in the country. Character and quality to be approved by the Engineer. The several structures are intended to be built according to the fol-

lowing specification and the drawings referred to; but the character of the designs may be changed to suit circumstances.

34. General Drawings No. 1 to 9, inclusive, show the kind of structures to be erected for the passage of the smaller streams under the Railway.

Drawing	No. 1,	for embankments	2 feet high.
"	No. 2,	"	4 " "
"	No. 3,	"	6 " "
"	No. 4,	"	8 " "
"	No. 5,	"	10 " "
"	No. 6,	"	15 " "
"	No. 7,	"	20 " "
"	No. 8,	"	25 " "
"	No. 9,	"	30 " "

35. No. 1 will be composed of two bents framed together in the manner shewn in the drawing, having cap and mud-sills framed into post and braces, and pinned as shewn. These bents will be placed in trenches—previously excavated—11 feet centre to centre, and at least 5 feet in the ground, and when properly levelled as to grade, height, &c., the earth will then be firmly packed around them. These bents will be spanned by stringers 16 inches by 12 inches, and bolted by $\frac{7}{8}$ inch bolts—with washers—to the cap sills. The bank stringers will be 12 inches by 12 inches. The whole then covered by ties 9 inches by 8 inches, and of the lengths shewn in the plan.

36. No. 2 will be similar in every respect to No. 1, except as to height of bents. See drawing.

37. No. 3 will be composed of four bents; each bent will have cap and mud sills 12 inches by 12 inches, and four posts 12 inches by 12 inches, and two braces 12 inches by 12 inches, all framed together and pinned in the manner shewn. There will be two diagonal braces of 9 inches by 6 inches placed in each bent in the manner shewn, and bolted to the frames by $\frac{7}{8}$ inch bolts with washers under the heads and nuts of bolts, seven bolts to each brace. Trenches will be dug for the reception of these bents 11 feet centre to centre, and 5 feet deep, and when the bents have been levelled up to grade height and placed in line, the earth will then be tamped firmly round them. Stringers of 16 inches by 12 inches must be provided and bolted to cap sills by $\frac{7}{8}$ inch iron bolts with washers. The bank stringers will be 12 inches by 12 inches; the whole structure will then be covered with special ties 9 inches by 8 inches as shewn.

38. Nos. 4 to 9 will be similar to No. 3 already described. No. 6 will have six bents, No. 7 eight bents, No. 8 eight bents, and No. 9 ten bents, and they will increase in height according to the height of the bank. In cases where stringers cannot be procured long enough to span the entire number of bents, as in the cases of Nos 6, 7, 8, and 9, then the stringers may be joined either by butt-joint on corbells resting on cap-sills, or be allowed to overlap each other on cap-sills, all being firmly bolted to cap-sills.

39. Wherever the circumstances of the case require the adoption of trestle work in lieu of embankments, the same shall be erected in the most substantial manner in accordance with the plans and specifications of the same to be furnished from time to time by the Engineer.

40. Wherever the circumstances of the case require the adoption of bridges on piles, they will be erected according to the following or another approved plan. Trenches will first be excavated 21 feet centre to centre and to the depth of the beds of the streams. Each bent will be composed of 4 piles, driven perpendicularly, together with 2 spur piles, as shewn in the drawing. The piles are to measure at the butt or larger end not less than 12 nor more than 17 inches in diameter, exclusive of bark. They must be perfectly sound and straight, and be of such lengths as circumstances may require. The piles must be driven by a hammer weighing 1,500 lbs. or upwards, until they reach perfectly firm ground. They will generally be

tested by the hammer falling 30 feet at the last blow. Care must be taken to have them driven truly, so that the caps, waling pieces and braces may be properly framed and bolted to them. The spur piles must be curve-pointed, so that as they are driven they will gradually come into their places and butt against the piles and be bolted to the same, with two bolts to each spur pile. Before being driven the piles must be sawed or chopped off square at the butt, and tapered to a blunt point at the smaller end. Should there appear to be any danger of splitting, the heads must be bound with iron hoops, and if necessary the points must also be properly shod. The stringers must be double, 12 inches by 16 inches, bolted together and resting on corbells, and be bolted securely to corbells and caps. The stringers must be of as long lengths as possible, and to break joint alternately inside and out. The bank stringers will be 16 inches by 12 inches. The whole to be covered by special ties 9 inches by 8 inches as shewn.

41. The Railway will be carried over the larger streams by bridges. The abutments and piers will in some cases be built of crib work filled with stone. The cribs must be constructed in the most substantial manner of the most suitable timber to be found in the vicinity, outside timbers to be not less than 12 inches square, dove-tailed at the angles, and properly pinned with hardwood pins or rag-bolts of iron, as the Engineer may direct; the ties may be of suitable round timber, dove-tailed into face timbers and pinned. The sloping faces of the cut waters to piers must be of square timber laid with one side in the line of the rake of the cut water and be dove-tailed at angles, the two faces of the cut waters will then be sheathed with hardwood plank 3 inches thick. The whole of the abutments and piers to be finished in accordance with the plans and to the satisfaction of the Engineer.

42. Where the circumstances of the case require the adoption of timber bridges, their superstructure will be of the most improved Howe truss pattern, built of pine, with white oak keys, cast iron prisms and wrought iron rods, with up-set ends, the whole to be first class material and workmanship. Detail drawings will be prepared during the progress of the work by the Engineer to suit each span or bridge, and to which the Contractor must work. These bridges must be executed in a thoroughly substantial and workmanlike manner, and shall be completed in every respect, except painting, which will not be included in the present contract.

43. The Government reserves the right to substitute and furnish iron superstructures for bridges in lieu of timber, and to take such steps as may be deemed best for placing the same in position. In the event of this right being exercised after the Contractor has incurred expense in procuring some of the timber, he shall not be entitled to any compensation on account of the substitution beyond the value of the material furnished and the labor expended thereon.

FOUNDATIONS.

44. Foundation pits must be sunk to such depths as the Engineer may deem proper for the safety and permanency of the structure to be erected; they must in all cases be sunk to such depths as will prevent the structures being acted on by the frost. The material excavated therefrom to be deposited in embankment, unless the Engineer direct otherwise.

MASONRY.

45. In order to prevent delay it will be expedient generally to build the structures in the first place of timber, but should it be practicable to insert structures of masonry at one or more places without interfering with the progress of the work, and it appear expedient to do so, the Engineer may be authorized to substitute

masonry for wooden structures. In such cases the work must be of a substantial and permanent character, and in every respect equal to the best description of masonry in Railway works.

46. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined and approved by the Engineer, nor until the Contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

47. The stone used in all masonry on the line of railway, must be of a durable character, large, well proportioned and well adapted for the construction of substantial and permanent structures; parties tendering must satisfy themselves as to where fitting material for the masonry can be most conveniently procured.

48. Bridge masonry shall generally be in regular courses, of large well-shaped stone, laid on their natural beds, the beds and vertical joints will be hammer dressed, so as to form quarter-inch joints. The vertical joints will be dressed back square 9 inches, the beds will be dressed perfectly parallel throughout. The work will be left with the "quarry face" except the outside arrises, strings, and coping, which will be chisel dressed.

49. The courses will not be less than twelve inches, and they will be arranged in preparing the plans to suit the nature of the quarries, courses may range up to 24 inches and the thinnest courses invariably be placed towards the top of the work.

50. Headers will be built in every course not farther apart than 6 feet, they have a length in line of wall of not less than 24 inches, and they must run back at three times their height, unless when the wall will not allow this proportion, in which case they will pass through from front to back. Stretchers will have a minimum length in line of wall of 30 inches, and their breadth of bed will at least be $1\frac{1}{2}$ times their height. The vertical joints in each course must be arranged so as to overlap those in the course below 10 inches at least. The above dimensions are for minimum courses of 12 inches, the proportions will be the same for thicker courses.

51. The quoins of abutments, piers, &c., shall be of the best and largest stones, and have chisel drafts properly tooled on the upright arris, from two to six inches wide, according to the size and character of the structure.

52. Coping stones, string courses and cut-waters shall be neatly dressed in accordance with plans and directions to be furnished during the progress of the work.

53. The bed stones for girders shall be the best description of sound stone, free from dries or flaws of any kind, they must be not less than 12 inches in depth for the smaller bridges, and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight; these stones shall be solidly and carefully placed in position, so that the bridge will sit fair on the middle of the stone.

54. The backing will consist of flat bedded stone, well shaped, having an area of bed equal to four superficial feet or more. Except in high piers or abutments, two thicknesses of backing stone, but not more, will be allowed in each course, and their joints must not exceed that of the face work. In special cases, where deemed necessary by the Engineer, to insure stability, the backing shall be in one thickness: the beds must, if necessary, be scabbled off, so as to give a solid bearing. No pinning will be admitted. Between the backing and face stones there must be a good square joint, not exceeding one inch in width, and the face stones must be scabbled off to allow this. In walls over three feet in thickness, headers will be built in front and back alternately, and great care must be taken in the arrangement of the joints so as to give perfect bond.

55. Culvert masonry shall be built of good, sound, large flat-headed stones, laid in horizontal beds. It may be known as random work, or broken coursed rubble. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less in thickness than eight inches, and they must be hammer dressed so as to give good beds with half-inch joints. In smaller structures, and in cases where stones of good size and thickness cannot be had, they may,

if in other respects suitable, be admitted as thin as five inches. All stones must be laid on their natural beds.

56. Headers shall be built in the wall, from front and back alternately, at least one in every five feet in line of wall, and frequently in the rise of wall. In the smallest structures headers shall not be less than twenty-four inches in length, and the minimum bed allowed for stretchers shall be twelve inches. In the larger structures all stones must be heavier in proper proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, workmanlike finish.

57. Wing walls will generally be finished with steps, formed of sound, durable stone, and not less than from 10 to 12 inches thick, and 6 feet superficial area; other walls will be covered with coping of a similar thickness, and of seven feet or upwards, superficial area. These coverings will be neatly dressed when required, and as may be directed. The walls of the box culverts will be finished with stones the full thickness of wall, and the covers will be from 10 to 15 inches thick, according to the span; they must have a bearing of at least 12 inches on each wall, and they must be fitted sufficiently close together to prevent the arch from falling through.

58. Arches of 10 feet span and upwards will be constructed of stones cut so that when laid their beds will radiate truly from the centre of the circle, the depth of stones will of course vary with the span, but will never exceed 30 inches, they must not be less in length than 27 inches and they must break joint ten inches; their thickness on the soffit must be at least 9 inches, and it will be dressed to the circle. All the stones must be dressed to the full depth of bed so as to give truly radiated joints from $\frac{3}{8}$ to $\frac{1}{2}$ inch, they must be set without pinning of any kind and the end joints must be properly squared. Each stone to be full bedded in cement, and each course afterwards thoroughly grouted. The outer ring stones to be neatly worked with a chisel draft around their edges.

59. Arches of 8 feet span and under shall be constructed of suitable flat bedded stones ranging according to the span from 16 to 24 inches deep and with a minimum length of from 16 to 24 inches, and 5 to 6 inches in thickness on the soffit, they must invariably extend through the entire thickness of the arch. Each stone to be well and closely fitted so as to give half-inch joints and to break joints with its fellow 7 to 9 inches. The whole must be laid in thin mortar and each course must be well grouted immediately after being laid. The outer arch stones to be as nearly uniform in thickness as possible, of large size and neatly incorporated with the perpendicular face of the masonry. The key stones to be 10 or 12 inches on the soffit, to have a chisel draft around their edges, and to project beyond the face of the wall 2 or 3 inches.

60. All arches shall be built in cement, and before being covered with earth or the centering removed they must be thoroughly flushed on the back, levelled up and rounded to a moderately even and smooth surface with the same material.

61. Centres of arches must in all cases be well formed, of ample strength, securely placed in position, and in every respect to the satisfaction of the Engineer. The ribs must not be placed farther apart than three feet in any case. The laggings shall be cut to a scantling of three inches square. The supports of centres shall be substantial and well constructed and they must be provided with proper wedges for easing centres when required.

62. Structures having more than one arch shall be provided with as many centres as the Engineer may deem proper, and in no case shall the centres be struck without his sanction.

63. Centering and scaffolding of all kinds shall be provided by the Contractor, and the cost included in the price for masonry.

64. The bottoms of culverts will be paved with stones set on edge, to a moderately even face, packed solid, the interstices being also well packed. The paving will be from 12 to 16 inches deep.

65. Masonry shall be formed dry or laid in mortar as circumstances may determine. In dry masonry special regard must be paid to the stone being massive and well proportioned.

66. Mortar shall be of hydraulic lime or cement, and common lime.

67. Hydraulic lime mortar will be used unless otherwise directed in building all masonry, from the foundations up to a line two feet above the ordinary level of the stream. It will be used also in turning arches, in laying girder beds, coping, covering of walls generally, in lipping and in pointing. The hydraulic lime or cement must be fresh ground, of the best brand, and it must be delivered on the ground, and kept till used, in good order. Before being used, satisfactory proof must be afforded the Engineer of its hydraulic properties, as no inferior cement will be allowed.

68. Common lime mortar must be made of the best common lime, and will be employed in all masonry (except dry) where cement is not directed to be used.

69. Both cement and lime must be thoroughly incorporated with approved proportions, maybe one part of lime to two parts of sand, but this may be varied according to the quality of the lime or cement. Mortar will be only made as required, and it must be prepared and used under the immediate direction and to the satisfaction of an Inspector, by the Contractor's men, failing which, the Inspector may employ other men to prepare the mortar, and any expense incurred thereby shall be borne by the Contractor. Grout shall be formed by adding a sufficient quantity of water to well tempered and well proportioned mortar.

70. When mortar is used, every stone must be in full bed and beaten solid; the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

71. In all walls built in common lime, the exposed faces will have a four-inch lipping of cement.

72. All masonry must be neatly and skillfully pointed, but if done out of season, or if from any other cause it may require re-pointing before the expiration of the contract, the Contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the Contractor, at his risk and cost.

73. A puddle-wall, at least 2 feet thick, extending from end to end of the masonry, and from the bottom to the top, must be made between the back of the dry masonry and the embankment.

74. After the masonry of a structure has been completed for a period of four or five weeks, the formation of the embankment around it may be proceeded with. The earth must be carefully punned in thin layers around the walls, and in this manner the filling must be simultaneously on both sides. The Contractor must be extremely careful in forming the embankments around culverts and bridges, as he will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses from the bottom to the top of the embankment, without loading one side of the masonry more than another.

TRACK-LAYING AND BALLASTING.

75. The work of track laying and ballasting will embrace all engines, cars and plant (unless otherwise provided in the contract), and all labor and tools required for loading, unloading, and distributing rails, joint fastenings, spike, points and crossings, and sleepers or cross-ties; laying, lifting, centreing, lining and surfacing the track; also, for making roads to ballast pits and laying all service tracks; for getting, loading and unloading the ballast, placing the same in the road bed and trimming it up. At the close of the contract any engines and cars which may be considered by the Engineer fit for further use may be transferred to the Government on the valuation of the Engineer.

76. The Government will furnish to the Contractor, rails, joint-fastenings, spike, points and crossings, switch-gear, switch frames, &c.

TRACK LAYING.

77. The rails, joint-fastenings, spike, and points and crossings, will be delivered by the Government to the Contractor at places to be indicated, from whence they shall be distributed by the Contractor.

The rails shall be laid to a gauge, of 4 feet 8½ inches clear between the rails, and they shall be well and carefully fastened at the joints, which must be as near as possible opposite each other and on the same tie; special care must be taken at points and crossings to have the rails laid to a tight gauge, the rails must be full spiked and on curves, the outer rail shall be elevated (unless otherwise directed), according to the degree of curvature as follows, that is to say, on one degree curves 0.05 feet, on two degree curves 0.10 feet, on three degree curves 0.15 feet, and on four degree curves 0.20 feet. The rails shall be handled with great care, and before being run over by the engine or cars, they shall be full sleepereed and surfaced. Every precaution shall be taken to prevent them getting bent during the progress of the ballasting.

78. The sleepers or cross-ties must be of approved sound timber, smoothly hewn, free from all score hacks, and chopped or sawn square at the ends, 8 feet long, flatted on two opposite sides to a uniform thickness of 6 inches, the flatted surface being not less than 6 inches, on either, at the small end. They must be placed, as nearly as possible at uniform distances apart, and at right angles to the rails, in such a manner that about twenty-five per cent. of the length of the rail shall have a bearing upon the surface of the sleepers. "Joint sleepers" must have both an upper and under surface bearing, at their smallest end, of at least 8 inches.

79. When the sleepers are provided under a separate contract from the track-laying and ballasting; the Contractor for the latter shall take delivery of them, in the position and at the points in which they are received by the Government Inspectors.

80. The Contractors shall lay all sidings and put in all points and crossings complete, embracing wing and jack rails, head block, switch and signal frames, and gearing, and they shall remove from the track and straighten all bent and damaged rails, and make good all injuries done before the works are finally accepted, and further they will be held responsible for all materials provided them, and give a receipt for the same upon taking delivery. Track laying shall include the supplying, furnishing and laying plank, including spike for the same, on public and private road crossings, distributing rails, rail fastenings, spike, points and crossings, ties, laying the same on main track and sidings, and centreing, lining and surfacing. Track laying will be paid for by the lineal mile of 5,280 feet.

BALLASTING.

81. The land for ballast pits and approaches thereto will be furnished by the Government and approved by the Engineer; in selecting land for the purpose, a preference will always be given to those points where the best material can be procured, having due regard to the convenience of the Contractors. During the working of any pit, should the material be found unfit for ballasting, the Engineer shall have power to compel the Contractors to close such pit and open others.

82. The surface of ballast pits shall be stripped of soil where such exists; and no material whatever shall be placed on the road bed but good clean gravel, free from earth, clay, loam, or loamy sand, no large stone shall be allowed. The maximum size of gravel must not be greater in diameter than 3 inches. In unloading the ballast, the train must be kept in constant motion, working to and fro so as to thoroughly mix the different qualities of ballast until a sufficient quantity is deposited for the first "lift." The track must then be raised so that there will be an average depth of 6 inches beneath the sleepers and the ballast must be well beaten and packed under and around them. As the raising proceeds the end of the lift shall extend over not less than three rail lengths, and before trains are allowed to pass over the inclined portion of track, it must be made sufficiently solid to prevent bending the rails, or twisting the rail-joints. After the lift, the track shall be centred, lined, topped, surfaced and trimmed off to a proper form and width.

83. In the event of full ballasting being required, a second "lift" must be made,

in the same manner and with the same precautions as required for the first "lift," in order to secure a uniform thickness of 12 inches under the sleepers.

84. In wet cuttings the Engineer shall have power to direct a greater thickness of ballast, should it be deemed necessary.

85. The Contractors shall keep all public and private road crossings in a safe and serviceable condition during the progress of the work, leaving them well and properly planked inside and outside of the rails, as may be directed by the Engineer, and gravelled to a depth of at least 10 inches for a distance of 50 feet on both sides of the track.

86. The track shall be left by the Contractors with everything complete, and well surfaced. The ballast shall be dressed off to the form required, and the whole shall be executed according to the direction and to the approval of the Chief Engineer, or other officer duly appointed.

87. The Contractors shall be paid by the cubic yard for all ballast put into track, the measurement to be made in the pit or excavation, and the price per cubic yard to cover the cost of laying tracks to the pit, stripping the ground, excavating, handling, hauling, putting the ballast on the road bed, and neatly trimming it off to the proper form.

88. If any work or service be required to be done, which in the opinion of the Engineer does not come within the class of work to be measured under the contract, he shall be at liberty to direct the Contractor to perform the same by day's labor, and the Contractor when required by him shall supply such force as the Engineer may direct, and the Contractor shall perform such work, and he shall be paid the reasonable and actual wages of such force as ascertained by time-keeper and pay-sheet, together with fifteen per cent. for the use of tools and profit. The Engineer shall be at liberty to discharge any bad or unsuitable workmen who may be placed at day's labor work and the work so performed shall be subject to his approval before payment thereof.

89. No tender will be entertained unless on one of the printed forms prepared for the purpose, and with the schedule of quantities therein correctly priced and accurately moneyed out; nor unless an accepted bank cheque, or other available security of one thousand dollars accompanies the Tender, which shall be forfeited if the party and sureties tendering decline or fail to enter into the contract for the works and sureties indenture when called upon to do so, upon the tender being accepted. In the event of a tender not being accepted, the cheque or other security will be returned.

90. For the due fulfilment of the contract, satisfactory security will be required either by deposit of money, public or municipal securities, or bank stock to the amount of about five per cent. on the bulk sum of the contract, of which the sum sent in with the tender will be considered a part, or by such other security as the Minister of Public Works for the time being of the Dominion of Canada, may approve of, and all costs and expenses incurred in respect of any security offered by the Contractor whether in investigating the title of same, preparing instruments, obtaining valuation or otherwise however shall be paid by the Contractor whether such security be approved of or not.

91. To each tender must be attached the usual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of the contract.

The person or persons whose tender is accepted shall execute at once a contract under seal, similar in its provisions to the form of contract hereto annexed and containing such special provisions as the Minister of Public Works for the Dominion of Canada may determine, and the surety or sureties for the Contractor shall also execute at the same time an indenture similar in its provisions to the form of sureties indenture annexed to said form of contract, and containing such special provisions as the said Minister may determine.

92. The works are to be commenced and proceeded with as soon as practicable after the person or persons whose "Tender" may be accepted, shall have entered into the contract.

SANDFORD FLEMING,
Engineer-in-Chief.

Canadian Pacific Railway Office,
Department of Public Works,
Ottawa, 18th April, 1876.

This Indenture, made the seventh day of June, one thousand eight hundred and seventy-six, between Patrick Purcell, of Williamstown, in the township of Charlottenburg in the County of Glengarry, Ontario, Contractor, and Hugh Ryan, of the Town of Perth, in the County of Lanark, Ontario, Contractor, hereafter called "the Contractors" of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of Canada, of the second part; Witnesseth, that in consideration of the covenants and agreements on the part of Her Majesty hereinafter contained, the Contractors covenant and agree with Her Majesty as follows:

1. In this contract the word "work" or "works" shall, unless the context require a different meaning, mean the whole of the work and materials, matters and things required to be done, furnished and performed by the Contractors under this contract. The word "Engineer" shall mean the Chief Engineer for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions, or certificates given, or decisions made by any one acting for the Chief Engineer, shall be subject to his approval, and may be cancelled, altered, modified and changed, as to him may seem fit.

2. All covenants and agreements herein contained shall be binding on and extend to the executors and administrators of the Contractors, and shall extend to and be binding upon the successors of Her Majesty, and wherever in this contract Her Majesty is referred to, such reference shall include her successors, and wherever the Contractors are referred to, such reference shall include their executors and administrators.

3. That the Contractors will, at their own expense, provide all and every kind of labor, machinery and other plant, materials, articles, and things whatsoever necessary for the due execution and completion of all and every the works set out or referred to in the specifications hereunto annexed, and set out or referred to in the plans and drawings prepared and to be prepared for the purposes of the work, and will execute and fully complete the respective portions of such works and deliver the same complete to Her Majesty at the times following, namely:

The whole of the works embraced in the contract to be completed and delivered to Her Majesty on or before the first day of November, one thousand eight hundred and seventy-eight. So much of the works as will allow working trains to run to the navigable waters of Lac des Mille Lacs must be completed on or before the first day of August, one thousand eight hundred and seventy-seven; So much of the works as will allow working trains to run to English River must be completed on or before the first day of August, one thousand eight hundred and seventy-eight; The said works to be constructed of the best materials of their several kinds, and finished in the best and most workmanlike manner, in the manner required by and in strict conformity with the said specifications and the drawings relating thereto, and the working or detail drawings which may from time to time be furnished (which said specifications and drawings are hereby declared to be part of this contract); and to the complete satisfaction of the Chief Engineer for the time being having control over the work.

4. That the several parts of this contract shall be taken together, to explain each other, and to make the whole consistent; and if it be found that anything has

been omitted or mis-stated which is necessary for the proper performance and completion of any part of the work contemplated, the Contractors will, at their own expense, execute the same as though it had been properly described, and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to or deviation from the works hereby contracted for.

5. The Engineer shall be at liberty at any time, either before the commencement or during the construction of the works or any portion thereof, to order any extra work to be done, and to make any changes which he may deem expedient in the dimensions, character, nature, location, or position of the works, or any part or parts thereof, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done, or the cost of doing the same, and the Contractors shall immediately comply with all written requisitions of the Engineer in that behalf, but the Contractors shall not make any change in or addition to, or omission, or deviation from the works, and shall not be entitled to any payment for any change, addition, deviation, or any extra work, unless such change, addition, omission, deviation, or extra work shall have been first directed in writing by the Engineer, and notified to the Contractors in writing, nor unless the price to be paid for any addition or extra work shall have been previously fixed by the Engineer in writing, and the decision of the Engineer as to whether any such change or deviation increases or diminishes the cost of the work, and as to the amount to be paid or deducted, as the case may be, in respect thereof, shall be final, and the obtaining of his decision in writing as to such amount shall be a condition precedent to the right of the Contractors to be paid therefor. If any such change or alteration constitutes, in the opinion of the said Engineer, a deduction from the works, his decision as to the amount to be deducted on account thereof shall be final and binding.

6. That all the clauses of this contract shall apply to any changes, additions, deviations, or extra work, in like manner, and to the same extent as to the works contracted for, and no changes, additions, deviations or extra work shall annul or invalidate this contract.

7. That if any change or deviation in or omission from the works be made by which the amount of work to be done shall be decreased, no compensation shall be claimable by the Contractors for any loss of anticipated profits in respect thereof.

8. That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material, or as to the meaning or intention of this contract and the plans, specifications and drawings shall be final, and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the Contractors be entitled to payment for the same, unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractors to be paid therefor.

9. It is hereby distinctly understood and agreed, that the respective portions of the works set out or referred to in the list or schedule of prices to be paid for the different kinds of work include not merely the particular kind of work or materials mentioned in said list or schedule, but also all and every kind of work, labor, tools, and plant, materials, articles and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the Engineer. And in case of dispute as to what work, labor, materials, tools, and plant are or are not so included, the decision of the Engineer shall be final and conclusive.

10. A competent foreman is to be kept on the ground by the Contractors during all the working hours, to receive the orders of the Engineer, and should the person so appointed be deemed by the Engineer incompetent, or conduct himself improperly, he may be discharged by the Engineer, and another shall at once be appointed in his stead; such foreman shall be considered as the lawful representative of the Contractors, and shall have full power to carry out all requisitions and instructions of the said Engineer.

11. In case any material, or other things in the opinion of the Engineer not in accordance with the said several parts of this contract, or not sufficiently sound or otherwise unsuitable for the respective works, be used for or brought to the intended works, or any part thereof, or in case any work be improperly executed, the Engineer may require the Contractors to remove the same, and to provide proper material or other things, or properly re-execute the work, as the case may be, and there upon the Contractors shall and will immediately comply with the said requisition and if twenty-four hours shall elapse and such requisition shall not have been complied with the Engineer may cause such material, or other things, or such work, to be removed, and in any such case the Contractors shall pay to Her Majesty all such damages and expense as shall be incurred in the removal of such materials, or other things, or of such work, or Her Majesty may, in her discretion, retain and deduct such damages and expenses from any amounts payable to the Contractors.

12. All machinery and other plant, materials and things whatsoever, provided by the Contractors for the works hereby contracted for, and not rejected under the provisions of the last preceding clause, shall from the time of their being so provided become, and until the final completion of the said works, shall be the property of Her Majesty for the purposes of the said works, and the same shall on no account be taken away, or used or disposed of except for the purposes of the said works, without the consent in writing of the Engineer, and Her Majesty shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, material or things, provided always that upon the completion of the works and upon payment by the Contractors of all such moneys, if any, as shall be due from them to Her Majesty such of the said machinery and other plant, material and things as shall not have been used and converted in the works, and shall remain undisposed of, shall, upon demand, be delivered up to the Contractors.

13. If the Engineer shall at any time consider the number of workmen, horses, or quantity of machinery or other plant, or the quantity of proper materials, respectively employed or provided by the Contractors on or for the said works, to be insufficient for the advancement thereof towards completion within the limited times, or that the works are, or some part thereof is not being carried on with due diligence, then in every such case the said Engineer may, by written notice to the Contractors, require them to employ or provide such additional workmen, horses, machinery or other plant, or materials, as the Engineer may think necessary, and in case the Contractors shall not thereupon within three days, or such other longer period as may be fixed by any such notice in all respects comply therewith, then the Engineer may, either on behalf of Her Majesty, or if he see fit, may, as the agent of and on account of the Contractors, but in either case at the expense of the Contractors, provide and employ such additional workmen, horses, machinery and other plant, or any thereof, or such additional and materials respectively as he may think proper, and may pay such additional workmen such wages, and for such additional horses, machinery or other plant, and materials respectively, such prices as he may think proper, and all such wages and prices respectively, shall thereupon at once be repaid by the Contractors, or the same may be retained and deducted out of any moneys at any time payable to the Contractors; and Her Majesty may use, in the execution or advancement of the said works, not only the horses, machinery, and other plant, and materials so in any case provided by any one on Her behalf, but also all such as may have been or may be provided by or on behalf of the said contractors.

14. In case the Contractors shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, and such default or delay shall continue for six days after notice in writing shall have been given by the Engineer to the Contractors requiring them to put an end to such default or delay, or in case the Contractors shall become insolvent, or make an assignment for the benefit of creditors, or neglect either personally or by a skillful and competent agent to superintend the works, then in any of such cases Her Majesty may take the work out of the Contractors' hands and employ such means as she may see fit to

complete the work, and in such cases the Contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the contractors of the works; and all materials and things whatsoever, and all horses, machinery and other plant, provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

15. The Contractors shall be at the risk of, and shall bear, all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works, or any of them, until the same be fully and finally completed and delivered up to and accepted by the said Minister of Public Works for the time being; and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractors shall immediately at their own expense repair, restore and re-execute the work so damaged, so that the whole works, or the respective parts thereof, may be completed within the time hereby limited.

16. The Contractors shall not have or make any claim or demand, or bring any action or suit or petition against Her Majesty for any damage which they may sustain by reason of any delay in the progress of the work, arising from the acts of any of Her Majesty's agents, and it is agreed that in the event of any such delay the Contractors shall have such further time for the completion of the works as may be fixed in that behalf by the Minister of Public Works for the time being.

17. The Contractors shall not make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and in any event no such assignment or sub-contract, even though consented to, shall exonerate the Contractors from liability, under this contract, for the due performance of all the works hereby contracted for. In the event of any such assignment or sub-contract being made, then the Contractors shall not have or make any claim or demand upon Her Majesty for any future payments under this contract for any further or greater sum or sums than the sum or sums respectively at which the work or works so assigned or sub-contracted for shall have been undertaken to be executed by the assignee or sub-contractor; and in the event of any such assignment or sub-contract being made without such consent, Her Majesty may take the work out of the Contractors hands, and employ such means as she may see fit to complete the same; and in such case the Contractor shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damage which may be suffered by Her Majesty by reason of the non-completion by the Contractor of the works; and all materials and things whatsoever, and all horses, machinery, and other plant provided by them for the purposes of the works, shall remain and be considered as the property of Her Majesty for the purposes and according to the provisions and conditions contained in the twelfth clause hereof.

18. Time shall be deemed to be of the essence of this contract, and that if the Contractors make default in the full and proper completion of the works respectively within the times above mentioned, or such later dates as the Contractors may become entitled to under the terms of this contract, they shall pay to Her Majesty as for liquidated and ascertained damages on account of such non-completion, the sums following, and the parties hereto assess and agree upon the damages for such non-completion at such sums, viz.:—For every day after the said first day of August, A.D. 1877, (or such later date in that behalf as the Contractors may become entitled to as above mentioned), during which so much of the works to run to the navigable waters of Lac des Mille Lacs remains uncompleted, the sum of ten dollars. And as an inducement to the Contractors to carry on the work with all despatch, Her Majesty agrees to pay them for every day that so much of the works as will allow working trains to run to the navigable waters of Lac des Mille Lacs is completed before the first day of August, A.D., 1877, or such later date as the Contractors may become entitled to in that behalf a bonus of ten dollars.

19. It is distinctly understood and agreed that the liability of the Contractors

for the liquidated damages above provided for shall not cease or be affected by reason of any delay caused to the Contractors in the completion of the work by extra work, or by changes or additions to the work contracted for, or by any other cause whatsoever, arising from the acts of any of Her Majesty's agents. Whenever the Contractors claim or contend that any delay has been caused, the Minister of Public Works for the time being shall decide on such claim or contention, and if, in his opinion, any delay has been so caused, he shall fix the length of time or times to be allowed the Contractors on account thereof, and his decision on such claim or contention, and as to such time, shall be final, and the Contractors shall be liable for the said liquidated damages from and after the expiration of such additional length of time or times.

20. The Contractors shall be responsible for all damages claimable by any person or corporation whatsoever in respect of any injury to persons or to lands, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works, or by any neglect or misfeasance or non-misfeasance on their part, and shall and will at their own expense, make such temporary provisions as may be necessary for the protection of persons, or of lands, buildings, ships or other property, or for the uninterrupted enjoyment of all rights of persons or corporations, in and during the performance of the said works.

21. If the Contractors fail at any time in paying the salaries or wages of any person employed by them upon or in respect of the said works or any of them, and any part of such salary be one month in arrear, or if there be due to any such person one month's wages or salary, the Engineer may notify the Contractors to pay such salary or wages, and if two days elapse and the same be not paid in full up to the date of payment or to such other date as may be in accordance with the terms of employment of such person, then Her Majesty may pay to such person salary or wages from any date to any date and to any amount which may be payable, and may charge the same to the Contractors, and the Contractors covenant with Her Majesty to repay at once any and every sum so paid.

22. The Contractors will protect and will not remove or destroy or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the said works by the Engineers of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

23. Any notice or other communication mentioned in this contract to be notified or given to the Contractors shall be deemed to be well and sufficiently notified or given, if the same be left at the Contractors' office or mailed in any Post Office to the Contractors or foreman, addressed to the address mentioned in this Contract, or to the Contractors' last known place of business.

24. And Her Majesty, in consideration of the premises, hereby covenants with the Contractors, that they will be paid for and in respect of the works hereby contracted for, and in the manner set out in the next clause hereof the several prices or sums following, viz:

Acres, Clearing	per acre	\$25 00
“ Close cutting	do	30 00
“ Grubbing (including side ditches and off-take drains)	do	80 00
Cubic yards, Solid rock excavation	per cubic yard	1 50
“ “ Loose rock excavation	do	0 90
“ “ Earth excavation (including borrowing)	do	0 33
“ “ Excavation in off-take ditches, beyond railway limits	do	0 35
Lineal feet, Under drains	per 100 lineal feet	10 00
100 ft. clear, Howe truss bridge	per span	4,000 00
80 do do	do	2,800 00

60 ft. clear, Howe truss bridge.....	per span	2,100 00
40 do do	do	1,200 00
Cubic yards cribwork in abutments and piers of bridges, (including timber and stone filling).....	p. cub. yd.	4 00
Cubic yards, Rip-rap.....	do	2 50
Lineal feet piles driven.....	per lin. ft.	0 25
do timber, 16 inches by 12 inches, stringers in trestle bridges and culverts.....	do	0 50
Lineal feet timber, 12 inches square, in trestle bridges, culverts and cattle guards.....	do	0 40
Lineal feet timber, 12 in. by 6 in., in work....	do	0 20
do 9 in. by 8 in., do	do	0 20
do 9 in. by 6 in., do	do	0 18
Ft. B.M. hemlock or spruce plank, do ... p. 1000 B.M.		16 00
do pine plank, in work.....	do	20 00
do hardwood plank, in work	do	20 00
Lbs. wrought iron, including bolts, spikes, straps, &c., in work.....	per lb.	0 10
Lbs. cast iron.....	do	0 10
Ties.....	per tie	0 26
Miles track-laying.....	per mile	300 00
Cubic yards ballasting.....	per cubic yard	0 38
Points and crossings	laying each set	50 00

25. Cash payments equal to about ninety per cent. of the value of the work done, approximately made up from returns of progress measurements and computed at the prices agreed upon or determined under the provisions of this contract, will be made to the Contractors monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted has been duly executed to his satisfaction, and stating the value of such work computed as above mentioned—and upon approval of such certificate by the Minister of Public Works for the time being for the Dominion of Canada, and the said certificate and such approval thereof shall be a condition precedent to the right of the Contractors to be paid the said ninety per cent. or any part thereof. The remaining ten per cent. shall be retained till the final completion of the whole work to the satisfaction of the Chief Engineer for the time being having control over the work, and within two months after such completion the remaining ten per cent. will be paid. And it is hereby declared that the written certificate of the said Engineer certifying to the final completion of said works to his satisfaction shall be a condition precedent to the right of the Contractors to receive or be paid the said remaining ten per cent. or any part thereof.

26. It is intended that every allowance to which the Contractors are fairly entitled, will be embraced in the Engineer's monthly certificates; but should the Contractors at any time have claims of any description which they consider are not included in the progress certificates, it will be necessary for them to make and repeat such claims in writing to the Engineer within fourteen days after the date of each and every certificate in which they allege such claims to have been omitted.

27. The Contractors in presenting claims of the kind referred to in the last clause must accompany them with satisfactory evidence of their accuracy, and the reason why they think they should be allowed. Unless such claims are thus made during the progress of the work, within fourteen days, as in the preceding clause, and repeated, in writing, every month, until finally adjusted or rejected, it must be clearly understood that they shall be forever shut out, and the Contractors shall have no claim on Her Majesty in respect thereof.

28. The progress measurements and progress certificates shall not in any respect be taken as an acceptance of the work or release of the Contractors from responsibility in respect thereof, but they shall at the conclusion of the work deliver over the same in good order, according to the true intent and meaning of this contract.

29. Her Majesty shall have the right to suspend operations from time to time at any particular point or points or upon the whole of the works, and in the event of such right being exercised so as to cause any delay to the Contractors, then an extension of time equal to such delay or detention, to be fixed by the Minister of Public Works as above provided for, shall be allowed them to complete the contract, but, no such delay shall vitiate or avoid this contract or any part thereof or the obligation hereby imposed or any concurrent or other bond or security for the performance of this contract, nor shall the Contractors be entitled to any claim for damages by reason of any such suspension of operations. And at any time after operations have been suspended either in whole or part—such operations may be again resumed and again suspended and resumed as Her Majesty may think proper. And upon the Contractors receiving written notice on behalf of Her Majesty that the suspended operations are to be resumed, the Contractors shall at once resume the operations and diligently carry on the same.

30. Should the amount now voted by Parliament and applicable towards payment for the work hereby contracted for be at any time expended previous to the completion of the works, the Minister of Public Works for the time being may give the Contractors written notice to that effect. And upon receiving such notice the Contractors may if they think fit stop the work—but in any case shall not be entitled to any payment for work done beyond the amount voted and applicable as aforesaid—unless and until the necessary funds shall have been voted by Parliament in that behalf. And in no event shall the Contractors have or make any claim upon Her Majesty for any damages or compensation by reason of the said suspension of payment, or by reason of any delay or loss caused by the stoppage of work.

31. The Contractors shall not permit, allow, or encourage the sale of any spirituous liquors on or near the works.

32. No work whatever shall at any time or place be carried on during Sunday, and the Contractors shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

33. It is hereby agreed, that all matters of difference arising between the parties hereto upon any matter connected with or arising out of this contract, the decision whereof is not hereby especially given to the Engineer,—shall be referred to the award and arbitration of the Chief Engineer for the time being having control over the works and the award of such Engineer shall be final and conclusive; and it is hereby declared that such award shall be a condition precedent to the right of the Contractor to receive or be paid any sum or sums on account, or by reason of such matters in difference.

34. It is distinctly declared that no implied contract of any kind whatsoever, by or on behalf of Her Majesty, shall arise or be implied from anything in this contract contained, or from any position or situation of the parties at any time, being clearly understood and agreed that the express contracts, covenants and agreements herein contained and made by Her Majesty are and shall be the only contracts and agreements upon which any rights against Her are to be founded.

In Witness whereof, the Contractors have hereto set their hands and seals and these presents have been signed and sealed by the Minister of Public Works and countersigned by the Secretary of said Public Works of Canada on behalf of Her Majesty.

Signed by Hugh Ryan in the presence of	}	(Signed) HUGH RYAN.	[L.S.]	
(Signed) H. A. FISSIAULT.				
Signed, Sealed and Delivered in presence of G. FREDERIC DUGGAN, barrister, &c., Prince Arthur Landing, Thunder Bay.		"	P. PURCELL.	[L.S.]
Signed, Sealed and Delivered by the Minister and the Secretary of Public Works in presence of		"	A. MACKENZIE.	[L.S.]
(Signed) H. A. FISSIAULT.		"	F. BRAUN, [L.S.] Secretary.	

COUNTY OF STORMONT, } I, James Leitch, of the Town of Cornwall, in the County
 To-WIT : } of Stormont, barrister, make oath and say :

1. That I was personally present and did see the annexed instrument and duplicate thereof, duly signed, sealed and executed by Michael Purcell and William Barrett, the parties thereto.
2. That the said instrument and duplicate were executed at the Town of Cornwall.
3. That I know the said parties.
4. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at the Town of Cornwall, }
 in the County of Stormont, this twenty-seventh } (Signed) JAMES LEITCH.
 day of May, in the year of Our Lord, 1877. }

(Signed) R. B. CARMAN,
 A Commissioner for taking
 Affidavits in B.R., &c.

SURETY'S INDENTURE.

This Indenture, made the twenty-eighth day of May, one thousand eight hundred and seventy-seven, between Michael Purcell of the Township of Charlottenburg, County of Glengarry, Ontario, farmer, and William Barrett of the same place, carriage maker, hereinafter called "The Sureties," of the first part, and Her Majesty Queen Victoria, of the second part.

Witnesseth, that the sureties hereby for themselves and each of them, their and each of their heirs, executors and administrators, jointly and severally, covenant with Her Majesty and Her successors, that the Contractors named in the hereunto annexed Indenture, their executors and administrators, shall and will from time to time, and at all times, well and truly perform, keep and abide by all and singular the covenants, agreements and conditions in said Indenture contained, and on their part to be performed, kept and abided by. And the sureties, further, covenant and agree with Her Majesty and Her successors, that all the rights, privileges and powers which may, by virtue of the said Indenture, be exercised by or on behalf of Her Majesty, or by the Engineer or Engineers, or other persons mentioned in said Indenture, may be so exercised without notice to the said sureties, and without in any way releasing or interfering with the liability of the sureties under their covenants herein contained.

In witness whereof, the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered } (Signed) MICHAEL PURCELL. [L.S.]
 in presence of }
 (Signed) JAMES LEITCH. } " WILLIAM BARRETT. [L.S.]

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—Grading, &c., Sunshine Creek to English River; Ballasting, &c., Fort William to English River, March, 1879. Progress estimate, showing (approximately) the work which has been done, and the materials which have been delivered, upon this contract to the above-named date.

ESTIMATED APPROXIMATE QUANTITIES.

Description of Work.	Quantities.	Rate.		Amount.	
		\$	cts.	\$	cts.
Widening banks..... per c. yd.	80,600	0	38	30,628	00
Ties..... No.	2,000	0	26	520	00
Track-laying..... per mile.	13.87	300	00	4,161	00
Ballasting..... per c. yd.	100,227	0	38	38,086	26
Points and crossings..... sets.	11	50	00	550	00
Iron and timber.....				494	32
Total value of work done.....				\$74,439	58

TWENTY-FIFTH CONTRACT.

CANADIAN PACIFIC RAILWAY.—Grading, &c., Sunshine Creek to English River; Ballasting, Fort William to English River, 30th November, 1878. Progress estimate, showing (approximately) the work which has been done, and the materials which have been delivered, upon this contract to the above-named date.

Description of Work.	Quantities.	Rate.		Amount.	
		\$	cts.	\$	cts.
Clearing... per acre.	381.15	25	00	9,528	75
Close-cutting..... do	123.99	30	00	3,719	70
Grubbing (including side-ditches)..... do	266.62	80	00	21,329	60
Solid rock excavation..... per c. yd.	76,800	1	50	115,200	00
Loose do..... do	110,000	0	90	99,000	00
Earth excavation (including borrowing)..... do	1,970,000	0	33	650,100	00
Under-drains..... per 100 l. ft.	2,800	10	00	280	00
Tunnelling for railway (sectional area equal to 15 cubic yards to the lineal foot)..... per l. foot.	7,870	9	00	70,830	00
Cribwork in abutments and piers of bridge (including timber and stone filling)..... per c. yd.	2,950	4	00	11,800	00
Rip-rap..... do	7,960	2	50	19,900	00
Bridge superstructure (timber) 80 feet span..... per span	2 spans.	2,800	00	5,600	00
do do 60 do..... do	1 do	2,100	00	2,100	00
Square timber, 16 inches by 12 inches..... per l. foot.	18,700	0	50	9,350	00
do 12 do 12 do..... do	91,400	0	40	36,560	00
do 12 do 6 do..... do	3,900	0	20	780	00
do 9 do 8 do..... do	77,600	0	20	15,520	00
do 9 do 6 do..... do	29,800	0	18	5,364	00

CANADIAN PACIFIC RAILWAY.—Grading, &c., Sunshine Creek to English River.
Concluded.

Description of Work.	Quantities.	Rate.		Amount.	
		\$	cts.	\$	cts.
Piles, driven.....	per l. foot.	59,800	0 25	14,950	00
8-inch flatted timber.....	do	25,300	0 20	5,060	00
Pine plank.....	per 1000 B.M.	41,400	20 00	828	00
Hardwood plank.....	do	11,200	30 00	336	00
Wrought iron, including bolts, spikes, straps, &c.....	per lb.	71,600	0 10	7,160	00
Cast iron.....	do	37,400	0 10	3,740	00
Ties.....	No.	241,000	0 26	62,660	00
Track-laying.....	per mile.	102	300 00	30,600	00
Ballasting.....	per c. yd.	282,000	0 38	107,160	00
Points and crossings.....	sets.	15	50 00	750	00
Wrought iron.....	lbs.	21,300	0 07	1,491	00
Cast iron.....	do	7,400	0 07	518	00
Total value of work done.....					\$1,312,215 05

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF,

OTTAWA, 27th September, 1876.

SIR,—I beg to annex copy of letter from Mr. Hazlewood, District Engineer, with the plan and profiles referred to therein, relative to a proposed change in the alignment of Contract 25 (Purcell and Ryan's) between the 40th and 47th miles from Fort William, whereby a saving in length of $1\frac{1}{2}$ miles will be made, but at some considerable expense beyond the cost of the original line. The grades are slightly increased at two points, one from 50 per 100 to 1 per 100 for length of 1500 feet, the other from 20 per 100 to 70 per 100 for 1200 feet. On the remainder of the proposed change, the grades are somewhat easier than on the original location.

I also annex copies of letters from Mr. Smith to Mr. Smellie, expressing the opinion of the former as to the proposed change.

I have the honor to be, Sir,

Your obedient servant,

(Signed) MARCUS SMITH,

do per W. B. SMELLIE.

F. BRAUN, Esq.,
Secretary, &c., &c.

(Copy.)

PRINCE ARTHUR'S LANDING, 18th September, 1876.

DEAR SIR,—I enclose you plans and profiles of two rival lines at the 21st mile on Contract No. 25. Last winter, in locating the line at this place, it was made somewhat circuitous with the view of getting the regulation grades and curves but more especially of lightening the work. However, on my arrival here this season, I suggested a trial of the shorter line which produced the shorter profile. The difference

in the length of these lines is $17\frac{1}{2}$ miles, and the difference in the cost of construction about \$2,000 in favor of the longer line. This being the case, I presume there can be no question as to which of the lines should be adopted, and, if no other question were involved, it would scarcely be necessary to refer the matter at all to the Minister, but Parcel & Ryan object very strongly to taking out the heavy cutting at 2,136 as an open cutting. I have ordered them to go on with the open cutting but they say "before doing so they will go to Ottawa and remonstrate with the Minister against being called upon to do it." What they wish to be allowed to do is to build a tunnel instead of the open cutting which, they allege, would enable them to get the track through to the navigable waters of Lac des Milles Lacs by the specified time, viz.: 1st of August next year; whereas (they say), if forced to take the open cutting, it would have the effect of throwing them back for another season. As there is no price in the Contractors' tender for tunnelling, I asked them to put in writing the price they would be willing to build the tunnel for. The following is an extract from the document:—"We also propose to build the tunnel for the railway at Station 2,136 for the sum of \$10 per cubic yard, for the rocks in the tunnel, and our contract prices for the approaches both 'rock and earth.'" The cost of the tunnel at the Contractors' tender would be about \$44,000 over the open cutting; but, I consider \$10 per cubic yard for this work too high; I think a fair price for it would be from \$6 to \$7 per cubic yard. I remonstrated with the Contractors about the price they asked for tunnelling, but they say they could not do it for less owing to the hardness of the rock. I have not been able to go and see the rock, but my assistants corroborate the statements of the Contractors with regard to the hardness of it. I feel satisfied there is something in what the Contractors say with regard to the difference in the time which would be occupied in the building of the tunnel as compared with that of the open cutting, and, as I suppose, time is an object in this case, I would, therefore, be inclined to recommend that they be allowed to substitute the tunnel for the open cutting provided they consent to do it for a reasonable price.

Yours, very truly,

(Signed) SAMUEL HAZELWOOD.

M. SMITH, Esq.,
Acting Engineer-in-Chief, C.P. Railway,
Ottawa.

PRINCE ARTHUR'S LANDING,

LAKE SUPERIOR, 13th Sept., 1876.

DEAR SIR,—Mr. Hazlewood has shown me the plan of a short deviation of the line on Contract 25, which will cut off a loop of rather bad curvature, and shorten the line about 9,600 feet, but it will involve a tunnel of about 600 feet, and some rather heavy rock work in the approaches.

I could not authorize him to make this deviation at present, as he had it not in a form to ascertain the comparative cost of the two lines; but I have asked him to send to Ottawa a plan and profile of the located line, and of the proposed deviation, with the quantities and estimate of cost at the Contractors' prices.

He asks very high for the tunnelling, viz.: \$10.00 per cubic yard, and \$2.50 for the rock excavation in the approaches; but the rock is said to be very hard and tough. I may say that Mr. Fleming and myself thought of \$6.00 or \$7.00 for rock tunnelling in British Columbia.

You will lay Mr. Hazlewood's plans and estimates before the Minister, and state my opinion that it would be a very decided improvement of the line, and, of course, would save the cost of running over nearly two miles forever.

But the extra cost of the deviation (though so short) would be considerable, and it is for the Minister to decide whether it should be made.

The position is about the 41st mile from the terminus at Fort William.

Yours truly,

(Signed) M. SMITH.

W. B. SMELLIE, Esq.

CANADIAN PACIFIC RAILWAY,

LAC DES MILLE LACS, 15th Sept., 1876.

DEAR SIR,—Since I wrote to you respecting the deviation proposed by Mr. Hazlewood, I have learnt that the steam tugs run right up to the line at Savanne (about the 72nd mile). It is important to reach this by rail as it will do away with two tug-boats for the navigation westwards. Therefore, if the proposed tunnel should retard the completion of the line to this point for one season, it will be a strong argument, as well as the Contractors' high prices, for keeping the original line. This will have to be ascertained from Mr. Hazlewood, and I shall be out of his reach in a few days.

Yours truly,

(Signed) M. SMITH.

W. W. SMELLIE, Esq.

5th October, 1876.

SIR,—I am directed by the Minister of Public Works to transmit to you herewith, for your information, copy of a letter addressed to Mr. Samuel Hazlewood, authorizing him to instruct, on certain conditions, Messrs. Purcell & Ryan, Contractors for works embraced in Contract No. 25, to proceed with the construction of the tunnel and other works on the proposed improved line between Stations 2050 and 2450 on the original located line of the Canadian Pacific Railway.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,
Secretary.

MARCUS SMITH, Esq.,
Acting Chief Engineer, C.P.R.,
Ottawa.

5th October, 1876.

SIR,—In reference to the subject of your letter of the 18th ult., to Mr. Marcus Smith, Deputy Engineer-in-Chief of the Canadian Pacific Railway, I am instructed to inform you, that the Hon. the Minister of Public Works authorizes you to instruct Messrs. Purcell & Ryan; Contractors for works embraced in Contract No. 25, to proceed with the construction of the tunnel and other works on the proposed improved line between Stations 2050 and 2450 on the original located line, whereby the railway will be shortened to the extent of (as stated in your letter) $1\frac{7}{8}$ miles, under the following conditions:—

The substituted line is to be adopted without detriment to the contract; the tunnel is to be paid for at the rate of nine dollars (\$9.00) per cubic yard, or one hundred and thirty-five dollars (\$135.00) for each lineal foot of its length; the various other works are to be paid for at the rates for such works given in the Contract Schedule of Prices, and the condition in the contract which states that the rail track is to be laid through to the navigable waters of Lac des Mille Lacs by the 1st August, 1877, is to be faithfully carried out.

Before commencing the work here referred to, you are to procure from the Contractors their assent in writing to the above conditions.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

F. BRAUN,

Secretary.

SAMUEL HAZLEWOOD, Esq.,
Engineer, C.P. Railway,
Prince Arthur's Landing.