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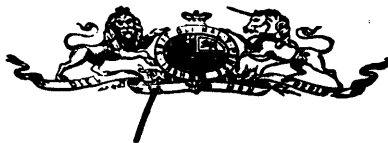
VOLUME 10

THIRD SESSION OF THE SEVENTH PARLIAMENT

OF THE

DOMINION OF CANADA

SESSION 1893



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See also Numerical List, page 3.

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SESSIONAL PAPERS
OF THE
PARLIAMENT OF CANADA

THIRD SESSION, SEVENTH PARLIAMENT, 1893

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Census of Canada, 1890-91. First Volume.....*Printed for both distribution and sessional papers.*

CONTENTS OF VOLUME 1.

1. Report of the Auditor General on Appropriation Accounts for the year ended 30th June, 1892. Presented 27th January, 1893, by Hon. G. E. Foster.
Printed for both distribution and sessional papers.

CONTENTS OF VOLUME 2.

2. Public Accounts of Canada for the fiscal year ended 30th June, 1892. Presented 27th January, 1893, by Hon. G. E. Foster. 2a. Estimates for the year ending 30th June, 1894; presented 30th January, 1893. 2b. Supplementary Estimates for the financial year ending 30th June, 1893; presented 17th February, 1893. 2-1b*. Further Supplementary Estimates for the year ending 30th June, 1893; presented 16th March, 1893. 2c. Supplementary Estimates for the year ending 30th June, 1894; presented 27th March, 1893.....*Printed for both distribution and sessional papers.*
- 2d. Trade with Great Britain—Horses.....*Printed for both distribution and sessional papers.*
- 2e. Commercial Relations, Canada, No. 1. Reports upon Trade and Trade Openings in Great Britain and other countries, to 31st December, 1892.....*Printed for both distribution and sessional papers.*
3. List of Shareholders in the Chartered Banks of Canada, as on the 31st December, 1892. Presented 24th March, 1893, by Hon. G. E. Foster.....*Printed for both distribution and sessional papers.*

CONTENTS OF VOLUME 3.

- 3a. Report of dividends remaining unpaid and amounts, or balances, in respect to which no transactions have taken place, or upon which no interest has been paid for five years or upwards prior to 31st December, 1892, in chartered banks of Canada.....*Printed for both distribution and sessional papers.*
4. Report of the Superintendent of Insurance for the year ending 31st December, 1892.
Printed for both distribution and sessional papers.
- 4a. Preliminary abstract of the business of the Canadian Life Insurance Companies for the year ending 31st December, 1892. Presented 20th February, 1893, by Hon. G. E. Foster.
Printed for both distribution and sessional papers.
- 4b. Abstract of statements of Insurance Companies in Canada for the year ending 31st December, 1892.
Printed for both distribution and sessional papers.

CONTENTS OF VOLUME 4.

5. Tables of the Trade and Navigation of Canada for the fiscal year ended 30th June, 1892. Presented 27th January, 1893, by Mr. Wood (Brockville). *Printed for both distribution and sessional papers.*
6. Inland Revenues of Canada. Part I., Excise, &c., for the fiscal year ended 30th June, 1892. Presented 26th January, 1893, by Mr. Wood, (Brockville). *Printed for both distribution and sessional papers.*
- 6a. Inland Revenues of Canada. Part II., Inspection of Weights, Measures and Gas, for the fiscal year ended 30th June, 1892. *Printed for both distribution and sessional papers.*
- 6b. Inland Revenues of Canada. Part III., Adulteration of Food, for the fiscal year ended 30th June, 1892. Presented 27th January, 1893, by Mr. Wood (Brockville).
Printed for both distribution and sessional papers.

CONTENTS OF VOLUME 5.

7. Report of the Minister of Agriculture for Canada, for the calendar year 1892. Presented 23rd February, 1893, by Hon. G. E. Foster. *Printed for both distribution and sessional papers.*
- 7a. Report on Canadian Archives, 1892. *Printed for both distribution and sessional papers.*
- 7b. Report of the Director and Officers of the Experimental Farms, for the year 1892. Presented 20th March, 1893, by Hon. G. E. Foster. *Printed for both distribution and sessional papers.*
- 7c. Criminal Statistics for the year 1892. *Printed for both distribution and sessional papers.*

CONTENTS OF VOLUME 6.

8. Annual Report of the Minister of Public Works, for the fiscal year ended 30th June, 1892. Presented 20th February, 1893, by Hon. J. A. Ouimet. *Printed for both distribution and sessional papers.*
9. Annual Report of the Minister of Railways and Canals, for the past fiscal year, from the 1st July, 1891, to the 30th June, 1892. Presented 10th February, 1893, by Hon. J. G. Haggart.
Printed for both distribution and sessional papers.
- 9a. Canal Statistics for Season of Navigation, 1892. Presented 10th February, 1893, by Hon. J. G. Haggart.
Printed for both distribution and sessional papers.
- 9b. Railway Statistics, and Capital, Traffic and Working Expenditure of the Railways of Canada, for 1892. Presented 29th March, 1893, by Hon. J. G. Haggart.
Printed for both distribution and sessional papers.

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10. Annual Report of the Department of Marine and Fisheries for the fiscal year ended 30th June, 1892. Presented 27th January, 1893, by Hon. J. Costigan.
Printed for both distribution and sessional papers.
- 10a. Fisheries Statements and Inspectors' Reports for the year 1892.
Printed for both distribution and sessional papers.
- 10b. Report on the Oyster Fisheries of Canada, 1892. Presented 30th January, 1893, by Hon. J. Costigan.
Printed for both distribution and sessional papers.
- 10c. Report of British Columbia Fishery Commission, 1892.
Printed for both distribution and sessional papers.
- 10d. Report on the Lobster Industry of Canada, 1892. *Printed for both distribution and sessional papers.*

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11. Report of the Chairman of the Board of Steam-boat Inspection, etc., for calendar year ended 31st December, 1892. *Printed for both distribution and sessional papers.*
12. Report of the Postmaster-General of Canada for the fiscal year ended 30th June, 1892. Presented 3rd February, 1893, by Sir A. P. Caron. *Printed for both distribution and sessional papers.*
13. Annual Report of the Department of the Interior, for the year 1892. Presented 22nd March, 1893, by Hon. T. M. Daly. *Printed for both distribution and sessional papers.*
- 13a. Summary Report of the Geological Survey Department for the year ended 1892.
Printed for both distribution and sessional papers.

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- 14.** Annual Report of the Department of Indian Affairs for the year ended 31st December, 1892. Presented 7th March, 1893, by Hon. T. M. Daly. *Printed for both distribution and sessional papers.*
- 15.** Report of the Commissioner of the North-west Mounted Police Force, 1892. Presented 3rd March, 1893, by Hon. W. B. Ives. *Printed for both distribution and sessional papers.*
- 16.** Report of the Secretary of State of Canada for the year ended 31st December, 1892. Presented 6th March, 1893, by Hon. J. Costigan. *Printed for both distribution and sessional papers.*
- 16a.** Civil Service List of Canada, 1892. Presented 9th February, 1893, by Hon. J. Costigan. *Printed for both distribution and sessional papers.*
- 16b.** Report of the Board of Civil Service Examiners, for the year ended 31st December, 1892. Presented 29th March, 1893, by Hon. J. C. Patterson. *Printed for both distribution and sessional papers.*
- 16d.** Annual Report of the Department of Public Printing and Stationery of Canada, for the year ended 30th June, 1892, with a partial report for services during six months ending 31st December, 1892. Presented 28th February, 1893, by Hon. J. Costigan. *Printed for both distribution and sessional papers.*
- 17.** Report of the Joint Librarians of Parliament, on the state of the Library of Parliament. Presented 26th January, 1893, by Hon. Mr. Speaker. *Printed for sessional papers only.*

CONTENTS OF VOLUME 10.

- 18.** Report of the Minister of Justice as to Penitentiaries in Canada, for the year ended 30th June, 1892. Presented 27th January, 1893, by Sir John Thompson. *Printed for both distribution and sessional papers.*
- 19.** Annual Report of the Department of Militia and Defence of Canada, for the half-year ended 30th June, 1892. Presented 31st January, 1893, by Hon. J. C. Patterson. *Printed for both distribution and sessional papers.*
- 19a.** Establishment Lists of the Active Militia for the financial year 1893-94. Presented 25th March, 1893, by Hon. J. C. Patterson. *Printed for both distribution and sessional papers.*
- 20.** Return to an order of the House of Commons, dated 23rd March, 1892, for a return showing the number and names of men and vessel-owners applying for bounties for the years 1889, 1890 and 1891, and not receiving the same, giving the reasons why such applications were not granted; also whether any were refused and afterwards granted, the names, amounts and reasons given why such were afterwards granted; also all papers and correspondence since 1888 in reference to the bounty system and in regard to applications granted and ungranted. Presented 27th January, 1893.—*Mr. Bowers.* *Not printed.*
- 20a.** Return to an order of the House of Commons, dated 27th May, 1891, for a return giving a comparative statement for the years 1882 to 1891, inclusive, (by province) of: (a) Total number of bounty claims received by department. (b) Total number paid. (c) Number of vessels, tonnage, and number of men entitled to bounty in each year. (d) Number of boats among which bounty was distributed, and number of men engaged in boat-fishing receiving bounty. (e) Total number of men receiving bounty. (f) Total annual payments of fishing bounty. Presented 30th January, 1893.—*Mr. Flint.* *Not printed.*
- 20b.** Statement in reference to fishing bounty payments for 1891-92, required by chapter 96 of the Revised Statutes of Canada. Presented 6th February, 1893, by Hon. J. Costigan. *Not printed.*
- 20c.** Return to an order of the House of Commons, dated 30th May, 1892, for a copy of all correspondence, papers and reports relating to the investigation into the conduct of William Prosser, fishery overseer for the district fronting the county of Essex, on lake Erie, and his dismissal from office. Presented 8th February, 1893.—*Mr. Allan.* *Not printed.*
- 20d.** Copy of the proceedings of the conference recently held at Halifax between delegates from the governments of Canada and Newfoundland upon the fishery question and other questions between the two governments. Presented 8th February, 1893, by Sir John Thompson. *Printed for sessional papers only.*

VOLUME 10—Continued.

- 20e.** Further papers respecting the enforcement by the Newfoundland authorities against Canadian vessels of the Newfoundland act respecting the sale of bait to foreign fishing vessels. Presented 9th February, 1893, by Hon. J. Costigan, *Printed for sessional papers only.*
- 20f.** Further papers respecting the several questions at issue between the dominion of Canada and the colony of Newfoundland. Presented 13th March, 1893, by Hon. G. E. Foster. *Printed for sessional papers only.*
- 20g.** Return to an address of the House of Commons to his excellency the Governor-General, dated 27th July, 1891, for copies of all documents, petitions and letters in relation to the fishing rights of F. F. Rouleau, Esq., advocate, of Rimouski, which said rights he and his predecessors have always exercised on his property at Rimouski. Presented 13th March, 1893.—*Mr. Choquette.* *Not printed.*
- 20h.** Return to an order of the House of Commons, dated 1st March, 1893, for copies of all correspondence between the government and the Quebec board of trade, respecting the appointment of a fishery officer in the place of Mr. W. H. Whitely, for the Bonne Espérance division, from Checatica to Blancs Sablons. Presented 29th March, 1893.—*Mr. Joncas.* *Not printed.*
- 20i.** Return to an order of the House of Commons, dated 13th March, 1893, for a return showing a copy of a certificate of qualification held by each of the commanders of the fishery protection service last season, as follows: Commander O. G. V. Spain, "Acadia;" W. H. Kent, "Agnes Macdonald;" E. Dun, "Bayfield;" Geo. M. May, "Constance;" J. H. Pratt, "Dream;" Wm. Wakeham, "La Canadienne;" A. Finlayson, "Stanley;" C. T. Knowlton, "Vigilant." Presented 29th March, 1893.—*Mr. McMullen.* *Not printed.*
- 20j.** Return to an address of the House of Commons to his excellency the Governor-General, dated 20th March, 1893, for copies of all documents, reports and correspondence between the government and the Quebec Board of Trade, or any other person, in relation to the treatment endured by Canadian fishermen from Newfoundland fishermen along the Canadian Labrador coast. Presented 30th March, 1893.—*Mr. Joncas.* *Not printed.*
- 20k.** Return to an order of the House of Commons, dated 20th March, 1893, for: 1. Copies of instructions issued to the fishery overseers of Berthier, Maskinongé, St. Maurice, Champlain, Nicolet, Yamaska and Richelieu, since 1st January, 1892, and of all correspondence on the subject between the Government and the said fishery overseers; or between the government and any other persons from 1st January, 1892, up to this date, in relation to such instructions and the enforcement thereof. 2. A statement of fishing licenses issued in the counties aforesaid during the years 1891 and 1892, separately. 3. A statement of the quantity and value of the various kinds of fish taken in the said counties—separately—during the years 1891 and 1892. Presented 30th March, 1893.—*Mr. Bruneau.* *Not printed.*
- 20l.** Return to an order of the House of Commons, dated 20th February, 1893, for a return of all persons receiving fishery bounties in the counties of Victoria and Guysboro', N.S., for the year 1892, with amount paid each. Presented 30th March, 1893.—*Mr. Fraser.* *Not printed.*
- 21.** Return to an order of the House of Commons, dated 2nd May, 1892, for a return giving all papers, letters, petitions, applications, and every other document relating to the dismissal of the postmaster of McIntyre, and the appointment of his successor. Presented 27th January, 1893.—*Mr. Landerkin.* *Not printed.*
- 21a.** Return to an order of the House of Commons, dated 20th February, 1893, for copies of all letters, correspondence, petitions and other documents received and exchanged by the government, respecting the dismissal of Edouard Lesage, postmaster of St. Léon, in the county of Maskinongé, and to any appointment or appointments made to the position since the discharge of the said official. Presented 16th March, 1893.—*Mr. Legris.* *Not printed.*
- 21b.** Return to an address of the Senate, to his excellency the Governor-General, dated the 7th March, 1893, for copies of the order in council, information, evidence and papers upon which the dismissal of John J. Cosgrove, an officer of the inland revenue department, proceeded and was determined. Presented 23rd March, 1893.—*Hon. Mr. O'Donohue.* *Not printed.*
- 22.** Statement of Governor-General's Warrants issued since last session of parliament, in accordance with the Consolidated Revenue and Audit Act, section 32, subsection b. Presented 30th January, 1893, by Hon. G. E. Foster. *Printed for distribution only.*

VOLUME 10—*Concluded.*

- 23.** Statement of expenditure on account of miscellaneous unforeseen expenses. Presented 30th January, 1893, by Hon. G. E. Foster.....*Not printed.*
- 24.** Ten days' statement of the receipts and payments of Canada, from the 11th to the 20th January, 1892, and from the 11th to the 20th January, 1893. Presented 30th January, 1893, by Hon. G. E. Foster.....*Not printed.*
- 24a.** Statement of the receipts and payments of Canada, 1891-92 and 1892-93, to 31st January. Presented 6th February, 1893, by Hon. G. E. Foster.....*Not printed.*
- 24b.** Statement of the receipts and payments of Canada, 1891-92 and 1892-93, to 10th February. Presented 17th February, 1893, by Hon. G. E. Foster.....*Not printed.*
- 24c.** Statement of the receipts and payments of Canada, 1891-92 and 1892-93, to 10th March. Presented 15th March, 1893, by Hon. G. E. Foster.....*Not printed.*
- 24d.** Statement of the receipts and payments of Canada, 1891-92 and 1892-93, to 20th March. Presented 21st March, 1893, by Hon. G. E. Foster.....*Not printed.*
- 25.** Rules of the Exchequer Court of Canada in respect to any proceeding that may be had or taken in the Exchequer Court of Canada to impeach any patent issued under "The Patent Act." Presented 27th January, 1893, by Hon. J. Costigan.....*Printed for sessional papers only.*
- 26.** Return to an address of the Senate to his excellency the Governor-General, dated 9th July, 1892, for a copy of the latest time-table adopted to govern the running of passenger trains on the Intercolonial Railway. Presented 30th January, 1893.—*Hon. Mr. Power*.....*Not printed.*
- 26a.** Return to an order of the House of Commons, dated 6th February, 1893, for a statement of the working expenses of the Intercolonial Railway for the year 1890-91 and also for the year 1891-92, and from the 1st July, 1892, to the 31st December, inclusive, under the following headings, viz. :—Locomotive power, car expenses, maintenance of way and works, station expenses, general charges, car mileage. Presented 27th February, 1893.—*Sir Hector Langevin.*
Printed for distribution only.
- 26b.** Return to an order of the House of Commons, dated 6th February, 1893, for a statement showing the revenue of the Intercolonial Railway for the years 1890-91 and 1891-92, and from the 1st July, 1892, to the 31st December, inclusive, under the following headings, viz. :—Passengers, freight, mails and sundries; giving also the number of passengers and the number of tons of freight carried in each of the above-named years. Presented 27th February, 1893.—*Sir Hector Langevin.*
Printed for distribution only.
- 26c.** Return to an order of the House of Commons, dated 13th March, 1893, for copies of all correspondence, reports and other documents relative to the reduction in rank of C. A. Atkinson from conductor to brakeman, on or about October, 1887. Presented 30th March, 1893.—*Mr. Wood (Westmoreland)*.....*Not printed.*
- 26d.** Return to an order of the House of Commons, dated 28th March, 1892, for copies of all letters, telegrams and correspondence relating to the use by the Canadian Pacific Railway of running privileges over the Intercolonial Railway between Halifax and St. John; and copies of all agreements between the Canadian Pacific Railway and the Intercolonial Railway, or any department or officer of the government of Canada, relating to the running privileges given to the Canadian Pacific Railway over the Intercolonial Railway and to the payments to be made therefor; and also of all agreements for the payments by the Intercolonial Railway to the Canadian Pacific Railway for the cars and engines of the latter run over the Intercolonial Railway. Presented 1st April, 1893.—*Mr. Davies*.....*Not printed.*
- 27.** Copy of the Report of the Commissioners appointed by Royal Commission to take evidence as to the truth or falsity of certain charges made against Sir Adolphe P. Caron, member of the House of Commons and of the Queen's Privy Council for Canada, with copies of the evidence and exhibits thereto pertaining. Presented 6th February, 1893, by Sir John Thompson.
Printed for both distribution and sessional papers.

 CONTENTS OF VOLUME 11.

- 28.** Statement of all superannuations and retiring allowances in the civil service, giving the name and rank of each person superannuated or retired, his salary, age and length of service; his allowance and cause of retirement, whether vacancy has been filled by promotion or new appointment, etc., for year ended 31st December, 1892. Presented 7th February, 1893, by Hon. G. E. Foster.
Printed for sessional papers only.
- 28a.** Return to an address of the House of Commons to his excellency the Governor-General, dated 1st March, 1893, for copies of all correspondence, papers or orders in council relating to the superannuation or retirement of Mr. T. Trudeau, late deputy of the minister of railways and canals. Presented 21st March, 1893.—*Mr. Edgar*..... *Not printed.*
- 29.** Return of orders in council of 1892 relating to the department of the interior, in accordance with clause 91 of the Dominion Lands Act, chapter 54, Revised Statutes of Canada. Presented 9th February, 1893, by Hon. T. M. Daly..... *Printed for sessional papers only.*
- 30.** Return under resolution of the 20th February, 1882, in so far as the same is furnished by the department of the interior, respecting the Canadian Pacific Railway Company. Presented 9th February, 1893, by Hon. T. M. Daly..... *Printed for sessional papers only.*
- 30a.** List of all lands sold by the Canadian Pacific Railway Company from the 1st October, 1891, to the 1st October last. Presented 9th February, 1893, by Hon. T. M. Daly.
Printed for sessional papers only.
- 31.** List of public officers to whom commissions have issued under chapter 19 of the Revised Statutes of Canada, during the past year, 1892. Presented 9th February, 1893, by Hon. J. Costigan.
Printed in No. 16.
- 32.** Return to an address of the House of Commons to his excellency the Governor-General, dated 17th March, 1892, for copy of all correspondence between the imperial government and the Canadian government concerning the defences of Esquimalt. Presented 10th February, 1893.—*Mr. Laurier.*
Printed for sessional papers only.
- 33.** Return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for copy of all petitions, memorials, appeals, and of any other documents addressed to his excellency in council, since the 15th March, 1892, relating to the Manitoba School Acts of 1890 and to section 22 of the "Manitoba Act" and section 93 of the "British North America Act." Also copy of all reports to and of all orders in council in reference to the same. Also copies of all correspondence in connection therewith. Presented 10th February, 1893.—*Mr. LaRivière.*
Printed for both distribution and sessional papers.
- 33a.** Return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for a copy of the judgment of the judicial committee of her majesty's privy council in the appealed case of *Barrett vs. the City of Winnipeg*, commonly known as the "Manitoba School Case." Also copy of factums, reports and other documents in connection therewith. Presented 14th February, 1893.—*Mr. LaRivière*..... *Printed for both distribution and sessional papers.*
- 33b.** Further return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for a copy of the judgment of the judicial committee of her majesty's privy council in the appealed case of *Barrett vs. the City of Winnipeg*, commonly known as the "Manitoba School Case." Also copy of factums, reports and other documents in connection therewith. Presented 20th February, 1893.—*Mr. LaRivière.*
Printed for both distribution and sessional papers.
- 33c.** Supplementary return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, on the subject of the Manitoba School Acts of 1890, with a certified copy of a report of a committee of the honourable the privy council, approved by his excellency the Governor-General in council on 22nd February, 1893, relative to the settlement of important questions of law concerning certain statutes of the province of Manitoba relating to education. Presented 1st March, 1893.—*Mr. LaRivière*..... *Printed for both distribution and sessional papers.*
- 33d.** Partial return to an address of the Senate to his excellency the Governor-General, dated 3rd February, 1893, for: 1. A copy of the deliberations, resolutions and ordinances of the former council of Assiniboia, relating to educational matters within its jurisdiction as it existed on the banks of

VOLUME 11—*Continued.*

the Red River before the creation of the province of Manitoba. 2. A statement of the amounts paid by the said council of Assiniboia for the maintenance of schools, showing the persons to whom such payments were made, the schools for which such amounts were paid, and the religious denomination to which such schools belonged. 3. A statement of the amounts paid by the Hudson's Bay Company or by its agents, to the schools then existing in the territories forming to-day the province of Manitoba. 4. A copy of all memoranda and instructions serving as basis for the negotiations as a result of which Manitoba became one of the provinces of the confederation; together with a copy of the minutes of the deliberations of the persons charged, on both parts, to settle the conditions of the creation of the province of Manitoba and of its entrance into the confederation; and also a copy of all memoranda, returns and orders in council, establishing such conditions of entrance, or serving as a basis for the preparation of "The Manitoba Act." 5. A copy of the despatches and instructions from the imperial government to the government of Canada on the subject of the entrance of the province of Manitoba into the confederation, comprising therein the recommendations of the imperial government concerning the rights and privileges of the population of the territories, and the guarantees of protection to be accorded to the acquired rights, to the property, to the customs and to the institutions of that population by the government of Canada, in the settlement of the difficulties which marked that period of the history of the Canadian west. 6. A copy of the acts passed by the legislature of Manitoba relating to education in that province, and especially of the first act passed on this subject after the entrance of the said province of Manitoba into the confederation, and of the laws existing upon the same subject in the said province immediately before the passing of the acts of 1890, relating to the public schools and relating to the department of education. 7. A copy of all regulations with respect to schools passed by the government of Manitoba or by the advisory board in virtue of the laws passed in 1890, by the legislature of Manitoba, relating to public schools and the department of education. 8. A copy of all correspondence, petitions, memoranda, resolutions, briefs, factums, judgments (as well of first instance as in all stages of appeal), relating to the school laws of the said province of Manitoba, since the 1st June, 1890, or to the claims of catholics on this subject; and also a copy of all reports to the privy council and of all orders in council relating to the same subject since the same date. Presented 30th March, 1893.—*Hon. Mr. Bernier.*

Printed for both distribution and sessional papers.

- 74.** Return to an order of the House of Commons, dated 13th April, 1892, for copies of the instructions issued to Prof. Saunders when he was directed to inquire into the question of the growing of sugar-beet and the manufacture of beet-root sugar in Canada, or since that date up to the time when his report was laid before this House. Presented 10th February, 1893—*Mr. Beausoleil.*
Not printed.
- 75.** Return to an Address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for all correspondence, documents, reports and orders in council about a special commission to inquire into the most feasible means of completing the telegraphic system of the empire. Presented 10th February, 1893—*Sir H. Langevin.*.....*Printed for sessional papers only.*
- 76.** Detailed statement of all bonds and securities registered in the department of the secretary of state of Canada, since last return, 1892, submitted to the parliament of Canada under section 23, chapter 19, of the Revised Statutes of Canada. Presented 13th February, 1893, by Hon. J. Costigan.
Not printed
- 77.** Statement showing quantity and bounty paid on pig iron produced in Canada since date of last return to House of Commons, 16th March, 1892. Presented 16th February, 1893, by Mr. Wallace.
Printed for sessional papers only.
- 77a.** Return to an order of the House of Commons, dated 20th February, 1893, for return showing the quantity of pig iron produced in Canada in the years 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879 and 1880, and bounty paid, if any, during those years; also amount of pig iron imported from Great Britain and the United States respectively, and the total amount imported during those years. Presented 28th February, 1893.—*Mr. Macdonald (Huron).*
Printed for sessional papers only.
- 77b.** Return to an order of the House of Commons, dated 6th February, 1893, for a return showing the quantity of pig iron produced in Canada in the years 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1890, 1891, 1892; and the bounty paid for the production in each of those years. Presented 13th March, 1893.—*Mr. McMullen.*.....*Printed for sessional papers only.*

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38. Return to an order of the House of Commons, dated 20th February, 1893, for the evidence taken before Mr. James G. Moylan, inspector of penitentiaries, in connection with the investigation or investigations held by that official at Kingston penitentiary during the past year which resulted in the dismissal or resignation of certain officials of that institution. Presented 22nd February, 1893.—*Mr. Somerville*.....*Not printed.*
39. Return to an order of the House of Commons, dated 20th February, 1893, for a copy of the questions put and the subjects submitted to the parties who presented themselves for preliminary or qualifying examination, or both, at the last examination for the civil service. Presented 23rd February, 1893.—*Sir Hector Langevin*.....*Not printed.*
40. Return to an order of the House of Commons, dated 20th February, 1893, for a return showing the number of *Experimental Farm Reports* published for the year 1891; the number published in English and French respectively; the number allotted to each member of the House of Commons and Senate, and the number still on hand. Presented 24th February, 1893.—*Mr. Grieve*.....*Not printed.*
41. Return to an address of the House of Commons to his excellency the Governor-General, dated 20th February, 1893, for a copy of any report to council made by Hon. J. A. Chapleau when minister of customs, on the reorganization of the customs department or recommending changes regarding that department. Presented 24th February, 1893.—*Mr. Landerkin*.....*Not printed.*
42. Return to an order of the House of Commons, dated 6th February, 1893, for a list of the names of all tenderers for section eight of the Soulanges canal, also of the residence of each such tenderers, and of the amount of each tender. Presented 27th February, 1893.—*Sir Hector Langevin*. *Not printed.*
43. Return to an address of the House of Commons to his excellency the Governor-General, dated 2nd February, 1893, for copies of all correspondence, memorials, departmental orders and orders in council, not already laid before the House, respecting the north-western, northern and eastern boundaries of the province of Quebec, together with all reports of surveys or explorations ordered thereon or in connection therewith, by the government of Canada, since last session of parliament, including the instructions for said surveys or explorations. Presented 27th February, 1893.—*Sir Hector Langevin*.....*Printed for sessional papers only.*
44. Return to an address of the House of Commons to his excellency the Governor General, dated 6th February, 1893, for a copy of any order in council or other document which gave power to the "Stanstead, Shefford and Chambly Railway Co." or their successors "The Vermont Central Railway Company" to build a bridge across the Richelieu river at St. John's, P.Q. Presented 28th February, 1893.—*Mr. Béchard*.....*Not printed.*
45. Return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for copies of all petitions, correspondence and documents whatsoever respecting the granting of a subsidy to the Quebec Oriental Railway. Presented 28th February, 1893.—*Mr. Vaillancourt*.....*Not printed.*
46. Return to an order of the House of Commons, dated 1st March, 1893, for copies of instructions to officers employed in the taking of the third census of Canada, 1891, and copies of forms used. Presented 1st March, 1893, by Hon. G. E. Foster.....*Not printed.*
- 46a. Return to an address of the Senate to his excellency the Governor-General, dated 6th February, 1893, for information, accompanied with full explanatory remarks, from the officer in charge of the direction and superintendence of the last Canadian Census of 1891, on the following points: 1. Was the enumeration of the French element of the population, in the taking of the Census of 1891, intended and carried on to convey the same information as was furnished by the previous Census of 1851 and 1861 of the former province of Canada, and the Canadian Census of 1871 and 1881? 2. What was the meaning intended and the interpretation given, in the taking of the Census of 1891, to the words *French-Canadian* and *Canadian-French* as heading of one of the columns of Census Schedule No. 1? 3. What is the precise meaning and what is to be understood by the various words made use of in the Census Bulletin No. 11, signed George Johnson, statistician, namely, the words *Nationalities*, *Nationalités*, French-speaking, English-speaking, *Canadiens-Anglais*, as part of the new nomenclature adopted? 4. Were there people of French nationality, real Frenchmen, excluded from the registration of the French element of the population on account of being born outside of Canada, and were there French people included among the English-

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- speaking on account of being able to speak the English language? Is there any connection between such cases and the nomenclature of Bulletin No. 11, and if not, why is it that the simple word French, formerly used as meaning the French element, was abandoned, to be variously replaced by the words French-speaking, French-Canadians, and so forth? 5. What were, in addition to the printed instructions, the practical explanations and directions given to the officers, commissioners and enumerators, as regards the registration of the French element of the population, or persons of French origin or nationality? 6. Was the actual enumeration of the French, in 1891, uniformly carried on throughout, in the various Census districts, subdistricts and divisions? 7. Are there reasons to apprehend, from direct investigation, personal knowledge, or statistical criticism, that the figures given as representing the number of French people, are notably deficient in some or many returns of the enumeration of 1891? 8. Were the returns delivered by the enumerators examined by the commissioners, the officers, and at the central office under the supervision, the responsibility of the superintendent, in view to test their accuracy and to correct apparent errors? 9. Was it noticed by some of the officers or the superintendent, that very serious discrepancies existed in the return of the French between the Census of 1891 and the statistical series of previous censuses, and was thereby trouble taken to investigate the serious question raised by the very striking want of concordance? 10. Is there any rational explanation of the returns of 1891 by which the French appear to have met abnormal losses in their number, especially in Nova Scotia, Ontario and the Territories? 11. Are there local or accidental causes capable of explaining the vast differences in the multiplication of the French which would have taken place, if the figures of the Census of 1891 were correct, between Prince Edward Island, New Brunswick and Nova Scotia, for instance? 12. Was there, at any time, steps taken to ascertain the cause and extent of such extraordinary returns; if not, what was the cause of that omission; if so, what were the proceedings adopted, and what the results? 13. Has the superintendent of the Census of 1891 taken notice of the very determined objection to accept the extraordinary figures of 1891, as representing the actual number of the French in Canada, and has any serious investigation of this important question been undertaken by him; if so, what are the conclusions arrived at, including the statistical criticism involved? 14. And that the said information include all instructions given to the enumerators in the several years, 1881 and 1891, be brought down with the return. Presented 30th March, 1893.—*Hon. Mr. Tassé*. *Not printed.*
47. Return to an address of the House of Commons to his excellency the Governor-General, dated 20th February, 1893, for a copy of the report of the Honourable Mr. Justice Wetmore, appointed by royal commission to inquire into certain charges against Lawrence Herchmer, commissioner of the North-west Mounted Police. Presented 3rd March, 1893.—*Mr. Davin*. *Not printed.*
48. Return to an address of the House of Commons to his excellency the Governor-General, dated 20th February, 1893, for a return of all correspondence, telegrams, reports and other papers relating to the suspension of Mr. Edward Hackett, Inspector of Fisheries, Prince Edward Island, in the year 1892; together with copies of the charges made against Mr. Hackett, the authority given to the commissioner in Prince Edward Island to take evidence on such charges, together with the evidence taken, and the report of the minister of marine thereon, together with any letters, correspondence, orders or reports relating to the reinstatement of Mr. Hackett. Presented 6th March, 1893.—*Mr. Davies*. *Not printed.*
49. Return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for a statement showing total amount of money paid by years since confederation on each of the following accounts: (a) Salary of Governor-General. (b) Travelling expenses of Governor-General. (c) Expenditure on Rideau Hall on capital account and maintenance; expenditure on Rideau Hall grounds on capital account and maintenance. (d) Expenditure on furnishings of all kinds for Rideau Hall. (e) Allowance to Governor-General for coal and light. (f) Expenditure on any other account in connection with the office of Governor-General. (g) Expenditure on any other account in connection with Rideau Hall and grounds. (h) Total expenditure of every kind since confederation in connection with the office of Governor-General. (i) Total expenditure of every kind in connection with Rideau Hall and grounds. Presented 6th March, 1893.—*Mr. Mulock*. *Printed for sessional papers only.*
50. Return to an address of the House of Commons to his excellency the Governor-General, dated 6th February, 1893, for a return of all letters, correspondence, reports and all other matter on record, passed between the department of agriculture and the high commissioner of Canada in London,

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the imperial board of trade or any other officials of an authoritative body in reference to the scheduling of Canadian cattle in the ports of Great Britain and Ireland, on and after 20th October, last. Presented 6th March, 1893.—*Mr. Sproule*.....*Printed for sessional papers only.*

- 51.** Agreement entered into between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and the President of the French Republic, regulating the commercial relations between Canada and France in respect of customs tariffs. Presented 6th March, 1893, by Hon. G. E. Foster. *Printed for both distribution and sessional papers.*
- 51a.** Return to an address of the House of Commons to his excellency the Governor-General, for copies of correspondence and other papers in relation to an agreement entered into between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and the President of the French Republic, regulating the commercial relations between Canada and France in respect of customs tariffs. Presented 15th March, 1893, by Hon. G. E. Foster. *Printed for both distribution and sessional papers.*
- 51b.** Supplementary return to an address of the House of Commons to his excellency the Governor-General, dated 15th March, 1893, for copies of correspondence and other papers in relation to an agreement entered into between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and the President of the French Republic, regulating the commercial relations between Canada and France in respect of customs tariffs. Presented 20th March, 1893, by Hon. G. E. Foster..... *Printed for both distribution and sessional papers.*
- 51c.** Further supplementary return to an address of the House of Commons to his excellency the Governor-General, dated 15th March, 1893, for copies of correspondence and other papers in relation to an agreement entered into between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and the President of the French Republic, regulating the commercial relations between Canada and France in respect of customs tariffs. Presented 25th March, 1893, by Hon. G. E. Foster..... *Printed for both distribution and sessional papers.*
- 52.** Papers relating to the conference held at Washington in February, 1892, between the delegates of the Canadian government and the secretary of state of the United States upon the several subjects therein mentioned. Presented 7th March, 1893, by Hon. G. E. Foster. *Printed for sessional papers only.*
- 53.** Return to an address of the House of Commons to his excellency the Governor-General, dated 1st March, 1893, for copies of all letters, telegrams and correspondence between the government or any member thereof, and the late English financial agents of Canada in London and the Bank of Montreal in reference to the recent change of agency at London. Presented 7th March, 1893.—*Sir Richard Cartwright*..... *Not printed.*
- 54.** Copy of an order in council of the 17th January, 1893, authorizing the issue of licenses to United States fishing vessels during the year 1893, for the purchase of bait, ice, lines and all other supplies, the transshipment of catch and shipping of crews. Presented 7th March, 1893, by Hon. J. Costigan..... *Not printed.*
- 55.** Statement of the affairs of the British Canadian Loan and Investment Company, on 31st December, 1892. Also a list of shareholders on the 31st December, 1892. Presented 30th March, 1893, by Hon. Mr. Speaker *Not printed.*
- 56.** Return to an address of the Senate to his excellency the Governor-General, dated 21st February, 1893, for copies of all letters, communications and telegrams between the minister of agriculture or any official under him, or any other minister or official of the Dominion government and the Canadian Pacific Railway Company, the British Columbia government, the mayors of the cities of Victoria and Vancouver, the Dominion health officers of the ports of Victoria and Vancouver, relating to the introduction of small-pox into Victoria and Vancouver, in May and June, 1892, by the mail steamers from Japan and China. Presented 9th March, 1893.—*Hon. Mr. McInnes (Victoria)*. *Not printed.*
- 57.** Return of applications for registration under the provisions of chapter 131, Revised Statutes of Canada, "An Act respecting Trades Unions." Presented 15th March, 1893, by Hon. J. Costigan..... *Not printed.*

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58. Return to an order of the House of Commons, dated 15th March, 1893, for a statement showing in detail the expenditure incurred since last session of parliament, in carrying on the borings in the Straits of Northumberland to obtain data as to the probable cost of a tunnel, also for all contracts, correspondence, telegrams or papers in anywise relating to such borings or such expenditure. Presented 15th March, 1893.—*Mr. Perry*.....*Not printed.*
59. Return to an order of the House of Commons, dated 20th February, 1893, for copies of all petitions, letters and documents whatsoever, in relation to the change in the location of the post office of Notre Dame du Rossaire. Presented 20th March, 1893.—*Mr. Choquette*.....*Not printed.*
- 59a. Return to an order of the House of Commons, dated 6th February, 1893, for a return of all petitions, documents and letters in relation to a request made for increased mail service at the Harkaway post office, during the past six years. Presented 29th March, 1893.—*Mr. Landerkin*.....*Not printed.*
- 59b. Return to an order of the House of Commons, dated 1st March, 1893, for copies of all correspondence and petitions asking for a change in the post office of St. Sébastien, in the county of Beauce; and of the report of the post office inspector in relation thereto. Presented 29th March, 1893.—*Mr. Godbout*.....*Not printed.*
60. Return to an order of the House of Commons, dated 1st March, 1893, for copies of all accounts, letters, receipts and other documents in relation to the claim of Charles I. Labrie, of Lévis, for professional service in connection with expropriation, during the construction of the St. Charles Branch. Presented 20th March, 1893.—*Mr. Frémont*.....*Not printed.*
61. Return to an order of the House of Commons, dated 1st March, 1893, for copies of petitions from county councils and other municipal corporations asking that railways under Dominion control be compelled to build culverts on natural watercourses crossing their lines, and correspondence relating thereto. Presented 21st March, 1893.—*Mr. Casey*.....*Not printed.*
62. Return to an address of the House of Commons to his excellency the Governor-General, dated 1st March, 1893, for copies of all communications, memorials, etc., addressed to his excellency in council, to the Dominion government or any member thereof, since 1888, urging the granting of a federal subsidy to the Central Ontario Railway Company, to enable that company to extend its line from Coehill northward. Presented 21st March, 1893.—*Mr. Corby*.....*Not printed.*
63. Return to an address of the House of Commons to his excellency the Governor-General, dated 1st March, 1893, for all correspondence, petitions and papers that are in the possession of the government relating to the disallowance of chapter 1 of the Acts of Nova Scotia, dated 1892: "An act to amend and consolidate the Acts relating to Mines and Minerals," including any petition of David McKeen, Esq., M.P.; and others, in respect of the said act. Presented 21st March, 1893.—*Mr. Weldqn*.....*Printed for sessional papers only.*
64. Return to an order of the House of Commons, dated 6th February, 1893, for a return, in the form used in the statements usually published in the *Gazette*, of the exports and imports from the first day of July, 1892, to the first day of January, 1893, distinguishing the products of Canada and those of other countries; and comparative statements from the first day of July, 1891, to the first day of January, 1892. Presented 21st March, 1893.—*Sir R. Cartwright*.....*Not printed.*
65. Return to an order of the House of Commons, dated 20th February, 1893, for all papers, documents, correspondence, etc., addressed to the government in relation to the best means to be adopted to prevent the spreading of cholera. Presented 23rd March, 1893.—*Mr. Landerkin*.....*Not printed.*
66. Return to an order of the House of Commons, dated 15th March, 1893, for copies of all correspondence between the minister of justice and the Hon. J. G. Bossé, judge of the court of Queen's Bench, in relation to the trial and condemnation of R. H. McGreevy and O. E. Murphy, charged with a conspiracy to defraud; of all recommendations and of all reports made by the said Hon. J. G. Bossé in relation to the conviction of the said Murphy and McGreevy and to a commutation of the sentence of R. H. McGreevy; of the order for the commutation of the sentence of R. H. McGreevy, and of any petitions, letters, etc., in relation thereto. Presented 24th March, 1893.—*Mr. Tarte*.....*Not printed.*

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67. Return to an address of the Senate to his excellency the Governor-General, dated 23rd February, 1893, for: 1. A copy of the commission issued appointing and constituting certain persons a royal commission to obtain reliable data respecting the operation and effects of legislative prohibition of the traffic in intoxicating liquors. 2. Also a copy of any and all instructions given for the guidance of the said royal commission by or under the authority of the government. 3. Also copies of any and all documents and statistics furnished to the said royal commission, by any of the departments of the civil service, or any officer of the government, embodying information or suggestions in relation to the subjects which the said royal commission was appointed to examine and report upon. Presented 15th March, 1893.—*Hon. Mr. Vidal*. *Not printed.*
68. Return to an address of the Senate to his excellency the Governor-General, dated 7th February, 1893, for copies of all letters, communications and telegrams between the minister of agriculture, or any official under him, or any other minister or official of the Dominion government, and the government of British Columbia or any official thereof, the British Columbia board of trade, and the local Dominion engineer, relating to the erection of a proper quarantine station at Albert Head or William Head, British Columbia. Presented 15th March, 1893.—*Hon. Mr. McInnes (Victoria)*.
Not printed.
69. Return to an address of the Senate to his excellency the Governor-General, dated 7th March, 1893, for a copy of the royal instructions from her most gracious majesty the Queen to his excellency, on his appointment to his present office. Presented 20th March, 1893.—*Hon. Mr. Wark*.
Printed for sessional papers only.
70. Return to an order of the House of Commons, dated 6th February, 1893, for copies of all correspondence between Mr. Robertson, dairy commissioner for Canada, and the department of agriculture, in relation to a certain resolution adopted by a committee of the board of trade of Bristol, England, against accepting as Canadian cheese, cheese designated by the said committee under the name of "French Cheese" and manufactured in the province of Quebec. Copies of all speeches, letters and reports made by the said dairy commissioner, Mr. Robertson, on the value of cheese manufactured in the provinces of Quebec and Ontario. Presented 25th March, 1893.—*Mr. Rinfret*.
Not printed.
71. Return to an address of the House of Commons to his excellency the Governor-General, dated 20th February, 1893, for copy of the claims made by Messrs. F. B. McNamee & Co., contractors, in connection with the recommendations made by a select committee of the House of Commons, June, 1887, with all reports, orders in council and other papers relating thereto. Presented 28th March, 1893.—*Sir Hector Langevin*. *Not printed.*
72. Return to an order of the House of Commons, dated 20th February, 1893, for copies of all correspondence and reports accumulated between the years 1876 and 1893 in the hands of the government relating to the Lurcher Shoal, near the entrance to the Bay of Fundy, and proposed means for the protection of navigation in that vicinity. Presented 29th March, 1893.—*Mr. Bowers*.
Not printed.
73. Return to an order of the House of Commons, dated 13th March, 1893, for copies of all correspondence relating to the claim of Mr. Lauchlin McDougall, of Victoria County, Nova Scotia, for superannuation allowance, together with the amounts paid him as lighthouse-keeper in St. Paul's and Ingonish, giving the separate amounts for each year. Presented 29th March, 1893.—*Mr. Frascr*. *Not printed.*
74. Return to an address of the House of Commons to his excellency the Governor-General, dated 13th March, 1893, for copies of all tenders, letters, telegrams and correspondence between the government and their agents and any other persons, in regard to the contract let for the repairing of the Dominion steamer "Quadra." Presented 30th March, 1893.—*Mr. Prior*. *Not printed.*
75. General statements and returns of baptisms, marriages and burials in the districts of Chicoutimi, Gaspé, Joliette, Iberville, Montmagny, Ottawa and Saguenay, for the year 1892. Presented 30th March, 1893, by Hon. Mr. Speaker. *Not printed.*
76. Return to an address of the Senate to his excellency the Governor-General, dated 14th March, 1893, for a statement and account showing the amount said to have been improperly retained by William Ellis, superintendent of the Welland canal, and subsequently refunded by him, and not included in a return laid before the Senate, in answer to an address of the Senate of the 18th June, 1891. Presented 28th March, 1893.—*Hon. Mr. McCallum*. *Not printed.*

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- 77.** Return to an address of the Senate to his excellency the Governor-General, dated 28th February, 1893, for a list giving the names of all persons employed permanently or temporarily at the custom-house at Montreal, on the first day of January, 1868; also a similar list of those so employed on the first of January, ultimo, with, in both cases, their ages, nationality, religion, salary, occupation and date of appointment. Presented 30th March, 1893.—*Hon. Mr. Bellerose* *Not printed.*

REPORT
OF THE
MINISTER OF JUSTICE

AS TO
PENITENTIARIES IN CANADA

FOR THE
YEAR ENDED 30TH JUNE
1892



OTTAWA
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Department of Justice.

To His Excellency the Governor-General of Canada, &c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY,

For the information of Your Excellency, I have the honour to submit the accompanying Annual Report of the Inspector of Penitentiaries of the Dominion, also the Annual Reports of certain officers of the Penitentiaries, and the prescribed financial and statistical statements and tables, the same being for the year ended 30th June, 1892.

I have the honour to be,

Your Excellency's most obedient servant.

JOHN S. D. THOMPSON,
Minister of Justice.

DEPARTMENT OF JUSTICE,
OTTAWA, December, 1892.

Department of Justice.

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SEVENTEENTH ANNUAL REPORT
OF THE
INSPECTOR OF PENITENTIARIES

OF THE
DOMINION OF CANADA
FOR THE YEAR ENDED 30TH JUNE, 1892.

Honourable Sir JOHN THOMPSON,
Minister of Justice.

SIR,—As the law directs, Act 49 Vic., cap. 182, sec. 16, I have the honour to lay before you my annual report, on the Penitentiaries of Canada, for the fiscal year ended 30th June, 1892. In obedience to rule, I submit, herewith, the reports of the several officers of the penitentiaries, whose duty it is to furnish such statements to the Inspector, and also the returns, statistics, &c., &c., called for by the rules and regulations approved by the Privy Council.

The following summary shows the movements of convicts in the penitentiaries of the Dominion, during the last fiscal year :—

Kingston Penitentiary.

	Males.	Females.	Total.
Remaining 30th June, 1891.....	562	24	586
Received since do	108	8	116
	<u>670</u>	<u>32</u>	<u>702</u>
Discharged since 30th June, 1891.....	164	6	170
Remaining 30th June, 1892.....	506	26	532

Nine male convicts died; two of the number were insane. Daily average $562\frac{22}{365}$.
Two escapes occurred.

There were 54 convicts less on the 30th June last than on the same date in 1891. The number of the female prisoners increased from 24 to 26.

St. Vincent de Paul Penitentiary.

	Males.	Females.	Total.
Remaining 30th June, 1891.....	350	0	350
Received since do	138	1	139
	<u>488</u>	<u>1</u>	<u>489</u>
Discharged since 30th June, 1891.....	114	1	115
Remaining 30th June, 1892.....	374	0	374

There was one death. No escape. The daily average was 353.
An increase of 24 male convicts is shown.

Dorchester Penitentiary.

	Males.	Females.	Total.
Remaining 30th June, 1891	169	0	169
Received since do	72	4	76
	<hr/> 241	<hr/> 4	<hr/> 245
Discharged since 30th June, 1891.....	69	4	73
Remaining 30th June, 1892.....	172	0	172

One death took place. One escape. Daily average 170.

There has been an increase of 3 over the previous year.

Manitoba Penitentiary.

	Males.	Females.	Total.
Remaining 30th June, 1891.....	71	0	71
Received since do	35	1	36
	<hr/> 106	<hr/> 1	<hr/> 107
Discharged since 30th June, 1891.....	31	1	32
Remaining 30th June, 1892.....	75	0	75

No death occurred. Two escaped. Daily average 69.98.

Increase 4.

British Columbia Penitentiary.

	Males.	Females.	Total.
Remaining 30th June, 1891.....	73	0	73
Received since do	19	1	20
	<hr/> 92	<hr/> 1	<hr/> 93
Discharged since 30th June, 1891.....	17	1	18
Remaining 30th June, 1892.....	75	0	75

Increase 2. Escaped 2. Daily average 73. No death.

Recapitulation.

Kingston Penitentiary.....	532
St. Vincent de Paul Penitentiary.....	374
Dorchester do	172
Manitoba do	75
British Columbia do	75
	<hr/>
Total number of convicts 30th June, 1892.....	1,228
do do do 1891.....	1,249
	<hr/>
Total decrease, 30th June, 1892.....	21

In the several penitentiaries 387 convicts were received during the year ended 30th June, 1892, as compared with 414 the previous year, a decrease of 27. The number discharged, last year was 408 and the year before 416, a decrease of 8 for the fiscal year 1891-92.

The prison population, in Kingston Penitentiary, at the close of the year 1891-92, shows a decrease of 54 contrasted with the total on 30th June, 1891, a very gratifying exhibit in the criminal statistics of the growing and populous province of Ontario. An increase of 24 in Quebec, 3 in the Maritime Provinces, 4 in Manitoba and 2 in British Columbia falls short of counterbalancing Ontario's decrease by 21. As 6 convicts were transferred to Kingston, from other penitentiaries, in the course of the year, the actual decrease in the number of convicts from Ontario, in 1891-92 is 60.

One might theorize upon this remarkable shortage—so to speak—in the criminal record of Ontario. Has an era of reformation set in? Is crime really lessening? Or, is a wider latitude as to its detection and punishment allowed, in Upper Canada, than in the sister provinces? Let us hope there is no ground for the last hypothesis; but that the large percentage of diminution in evil doing can be properly attributed to the social, moral and religious improvement of the people of Ontario.

It is a rather startling fact at first sight that the number committed to St. Vincent de Paul Penitentiary, in 1891-92 exceeded that sent to Kingston by 29. This is altogether out of proportion to the population of the respective provinces. Doubtless, many are sentenced to the Central Prison, for the maximum term, who would be consigned to Kingston were the Toronto institution not in existence, and this may, in a measure, account for the disparity noticed. There is no similar prison in the province of Quebec, and this is to be regretted.

Of late years, our penitentiaries have had a most undesirable, because a most hardened and irreclaimable class of criminals added to their numbers. This is particularly the case at Kingston and St. Vincent de Paul, where those cockney sneak thieves and pickpockets, referred to, are numerous. These pests, gathered from the slums of St. Giles and East London, after short terms of so-called probation, in a certain notoriously mis-managed refuge, are periodically shipped out to Canada, as immigrants deserving of encouragement and support. With very few exceptions—as the police of our cities and towns know—these street Arabs from Whitechapel and Rotherhithe and Ratcliff and other like haunts of vice, speedily return to their old habits, on arriving in Canada, and, as a consequence, become a burden and an expense upon the tax-payers of the Dominion, in our reformatories, gaols and penitentiaries. Steeped as they have been in crime, from infancy, because inherited, they are found to be the most troublesome and worst conducted convicts that reach our penitentiaries. Their evil influence in corrupting others is potent and pernicious. The general verdict of the Chaplains and the other prison officers, regarding those youthful imitators of Fagin and Bill Sykes, is most unfavourable. They consider them dead to all good influences and that their reformation is hopeless. In order to protect the community, against the depredations of such thoroughly trained malefactors, and our youth, especially, against the evil effects of their example and influence, it were advisable that effectual means be adopted to prevent mistaken philanthropists, abroad and at home, aiding and encouraging the transplanting to Canada of exotics so up-as-like and so unsuited to the soil and moral atmosphere of the country.

The use of tobacco by convicts, and the supplying of it to them at the public expense, has been sometimes commented upon in Parliament. One or two of the wardens, even, object to the custom, now so long established. Tobacco is not allowed to minors, but there does not appear to be any well-grounded objection or valid reason for depriving adults, and especially those who have been accustomed to it, of so trif-

ing a privilege. If smoking were allowed instead of chewing, it would be better on the score of cleanliness and, perhaps, of health. The following paragraph from the *London Queen*, of November 12th, may tend to allay the fears or the qualms with which some "unco guid" folks are troubled in reflecting upon the great evil, physically and morally, which tobacco entails upon those who come under the ban of the law and whose other luxuries and enjoyments are memories of the past or expectations in the future. The *Queen* says:—"The late Dr. W. F. Cumming, Kinellan, Murray Field, has, according to the *British Medical Journal*, bequeathed to the managers of the Edinburgh Royal Infirmary the sum of £600 (payable on November 11) but only on the condition of their undertaking to invest the same, and apply the annual income thereof in the purchase of snuff and tobacco for the use of such poor patients, male and female, as may be admitted in the infirmary on account of chronic maladies and who have been addicted to the use of tobacco in any shape, and are known to be in distress from the want of it." Dr. Cumming would not, it is reasonable to presume, have devised the sum mentioned for tobacco and snuff, and the managers of the Edinburgh Royal Infirmary would not, surely, admit these articles inside the doors of that institution, were they productive of the injurious and demoralizing effects which prejudice or self-righteousness is wont to ascribe to their use. It has been asked, why not allow convicts whiskey as well as tobacco? Several reasons might be given to show that there is no parallel between rations of tobacco and rations of whiskey for convicts. In most if not in all the continental prisons of Europe the convicts are allowed to smoke, and they are enabled to buy, out of their own earnings, their tobacco and cigars and other little luxuries which are allowed under the prison rules. As these rules have been framed by men of the highest reputation and acknowledged experience in all that relates to the wise and proper administration of penal establishments and treatment of convicts, it may be claimed that this department is not fairly censurable for having adopted the same indulgent and encouraging practice of distributing a weekly allowance of tobacco to each adult convict in our penitentiaries.

The plain, home truths set forth, in last year's report, regarding the disciplinary officers of the several penitentiaries, have, I am happy to say, produced good results. There has been a general awakening among the careless and lethargic and those who had been giving satisfaction before, have, since, shown themselves more zealous and efficient. A number of the officers, of one of the penitentiaries, inconsiderately took to themselves the remarks intended for the whole service, felt much aggrieved and expressed themselves accordingly. Upon sober after-thought they discovered and acknowledged their error. The general consensus of opinion, particularly among the wardens and other superior officers is, that the strictures were deserved and were most opportune.

In this portion of the report I have no suggestion or recommendation to make outside those submitted for your consideration in the report of last year. Of these you were pleased to signify your approval, and your intention to carry them out as the means and opportunity would allow. The leading journals of the Dominion, in noticing the report referred to, mentioned favourably and with commendation the principal reforms and improvements that were recommended. In view of Parliament being asked to take action upon any measures you may deem it expedient to introduce, based upon the amendments proposed, it may not be out of place to summarize them, here. They are as follows:—

Department of Justice.

1. The multiplying of light industries for the purposes of revenue and the extending of trades and skilled labour among the convicts.

2. The appointment of one duly qualified or of a commission to visit certain countries in Europe, in order to acquire the information and particular details necessary for the successful operation of the Prison of Isolation, at Kingston.

3. The establishment of a reformatory prison for young men between the ages of 16 and 30.

4. A higher standard of qualification for the police of the penitentiaries, that is to say, the guards and keepers, and a higher grade of salaries.

5. The adoption of the indeterminate sentence system.

6. A life sentence after third conviction for serious crimes.

7. The participation of the convict in his earnings over and above what covers his maintenance.

8. A trial of the ticket of leave plan with all possible safeguards.

9. An increase to the small stipend granted to the eight organists in the four penitentiaries, viz.: St. Vincent de Paul, Dorchester, Manitoba and British Columbia, who, now, receive \$50 each a year, for training and practising the choirs, in addition to their attendance on Sundays and holidays. It was also proposed to allow to the two convict organists, in Kingston Penitentiary, the sum of \$10 each, a year, to be deposited in the Post Office Savings Bank until the discharge of the one and the other. The Chaplains are unanimous—without any preconcerted agreement—in recommending an increase to the organists. Hon. Messrs. Bowell and Chapleau, when at Dorchester, a short time ago, very considerably pleaded with you for a more liberal allowance. It is not too much to say that \$100, *per annum*, is well earned by the respective organists.

The report for the year ended 30th June, 1890, contains the following paragraph:—

“Being convinced that beneficial results would follow from the daily intercourse and ministrations of the Chaplains, among the convicts, permit me to renew my recommendation that provision be made as to salary and quarters—where the latter may be needed—to this end.” As you felt disposed to take the same view of this important matter it may not be inopportune, now, to place it before you for further consideration, the benefit to be derived by the convicts from closer and more frequent association with their spiritual advisers, as experienced in the penal prisons of Great Britain and Ireland.

The report and punishment books show that in some of the penitentiaries convicts have been kept in the dungeon one and two months and even for a longer period. I have discouraged this practice in my minutes. No doubt, such punishment or, rather, its equivalent is, as a rule, deserved. But, in view of the convict's labour being lost to the penitentiary, for so long a time, some mode of punishment other than the dungeon, after a short trial of that, should be adopted. If a week in the dungeon do not produce the desired effect, longer confinement there generally results in a greater degree of callousness, stubbornness and resistance to authority. There are many convicts who would prefer idleness and the dungeon to daily routine prison life and work. Instead of the dungeon, low diet, deprivation of tobacco,

remission time and of the privilege of writing or receiving letter or visits of friends and such like, could be substituted and I recommend that this be done. Extreme cases may arise when the dungeon like the triangle would prove efficacious. A great deal must be left to the discretion of the warden's; but, a too liberal use of the dungeons is to be deprecated.

Kingston Penitentiary.

In his report, the warden states that, "the discipline has been well maintained, and the conduct of the prisoners has in a marked manner improved." The dark cell and loss of remission time are the two principal modes of punishment by which the discipline and conduct and industry of the convicts can be compared, year by year. For the year ended 30th June, 1891, the summary of punishments awarded shows that 201 were sent to the dark cells and 194 lost remission time. During the year 1891-92, only 123 were sentenced to the dark cells and 120 forfeited short time. These results bear out the warden's statement.

A full and searching inquiry into alleged irregularities and wrong-doing, on the part of certain officers, was made under your instructions. Every member of the staff was examined upon oath. The evidence is now before you for consideration.

The Prison of Isolation is not yet finished. It may not be ready for occupation until early next autumn, as there is a considerable amount of work yet to be done, such as the supplying of each cell with electric light and water-closet, as also necessary furniture. The industries recommended are mat and broom-making, cane and wicker work. I have prepared a code of rules which awaits the action of the Privy Council, if approved by you. There being no similar institution on this continent for one's guidance and no opportunity having been afforded of obtaining the information and experience necessary, from sources whence they could be procured—as recommended in former report—there is reason to apprehend that the successful inauguration and operation of the Prison of Isolation will be attended with much difficulty and trouble. If proof were needed to show the great importance of opening and conducting this Prison of Isolation upon the best and most approved plan and principles, it were only necessary to advert to the large number of young men, 58 per cent under 30 and 11 per cent under 20 years of age, in this penitentiary alone, to be affected by the result of the experiment.

The water tower will be roofed in time to have the tank constructed before next summer. The Worthington pump, now in use at the penitentiary, has, it may be presumed, sufficient power and capacity to send the water to the tower, in that it supplied the exhibition grounds, a good half mile further, with abundance of water. Should it prove inadequate, the "Annex" to the pump and boiler room, asked for and approved by you, can be built.

The mill has been dismantled and the warden has received instructions to dispose of the machinery to the best advantage. The space occupied by the mill will be converted into a bakery, for which it is very well adapted.

The impression is strong upon the minds of the citizens of Kingston that, the water of the bay is vitiated by sewage of the penitentiary. To remove this as well as to guard against the prison supply being polluted by the discharge from the main sewer, I, again, beg to recommend that a large tank or reservoir be made on the esplanade to receive the drainage, &c., which can be pumped out for manuring purposes.

Department of Justice.

The laundry and baths, in the old annealing room, are nearly finished. This is a more suitable place and in close connection with the dry room. The baths are similar to those at St. Vincent de Paul, which have given so much satisfaction.

The only work done for the Departments is in connection with the Indian Branch. It is to be regretted, in the interest of the penitentiary and of its inmates, that a larger share of remunerative employment cannot be given by the Government.

Plans are being prepared for a new female prison and a criminal insane asylum, for which votes were taken last session. Sites for these buildings can be had on the penitentiary land—the former in the field east of the prison, and the latter north of the warden's house, where a large portion of the protecting wall has been already built. In consequence of the numerous works on hand and projected, it was stated in last year's report, that it might be necessary to have the asylum built by contract. The warden and Superintendent of works having consulted on the matter, undertook to say that the asylum, the female prison and the officers' quarters could be put up by convict labour. This may be done in the course of many years; but they cannot be built, within any reasonable time, unless by contract. It could be ascertained what the cost would be either way, the plans and specifications being prepared. The greater portion if not all the stone, the lime and the iron-work could be supplied by the penitentiary in connection with a contract. This would greatly reduce the expense. Beside the buildings, just mentioned, other important and necessary works are either in progress or about to be undertaken. Among these are the finishing of the water tower, the building of a library and officers' mess room, over the kitchen, the levelling and grading of the site for the officers' quarters and the taking down and rebuilding of the prison wings, in view of enlarging the cells. The convict labour available is not adequate to meet all those demands upon it, and hence the necessity, for the first time, in the history of the penitentiary, of having works done by outside hands.

The female prison continues to be conducted efficiently and satisfactorily. The women are employed, constantly, in various ways. The matron gives a favourable account of their conduct. There are two of the number crazy and one of them gives very much trouble, especially at night when she disturbs the others by her shouts and loud talk. There is no proper place for female lunatics and there is no other alternative than to pardon them in order that they be sent to an asylum, or retain them, to the great annoyance of the other prisoners, not to speak of the trouble and inconvenience caused to the matron and her assistant. Both these women were of unsound mind when received into the prison.

The Protestant chaplain observes that the school monitors work better than he had anticipated, and that the two libraries have been amalgamated, the religious works being kept separately in the respective chapels.

The Catholic chaplain speaks in terms of high commendation of the conduct of the prisoners under his care. He says they give no unnecessary trouble, that they are respectful, in and out of chapel, constant in their attention to instructions, desirous to become acquainted with the truths of religion and edifying in the becoming and reverential manner in which they assist at the divine services. All this he attributes, largely, to the good effect produced by the mission of the Oblate Fathers last spring. The chaplain adds:—"The amalgamation of the libraries has admirably succeeded in its purpose, as far as my department is concerned."

The surgeon reports that "this prison was never in a more favourable position, as regards its hygienic condition than at present." There has been no epidemic, although several cases of typhoid were treated from which three deaths resulted. "La grippe" also made another visitation. The surgeon remarks, with truth, that "none are better looked after than the inmates of this institution. Their food is wholesome and sufficient, their clothing warm and comfortable in winter, cool in summer, their work not more laborious than labouring men outside are accustomed to, their hours both for retiring and rising early; the dormitory and workshops well ventilated; they have works with which to occupy their minds when in their cells, and were it not for the smallness of those cells, more comforts at night are enjoyed by them than the majority of men of their class have outside those walls." This is equally true of the other penitentiaries. Two of the convicts who died were over 80 years of age. In the insane ward 27 are under treatment. The surgeon states that the majority of those are mentally incurable. Dr. Strange refers to the two insane female convicts already mentioned. He says:—"This causes a great deal of trouble to the matron and deputy matron and renders it almost impossible to prevent the sane female prisoners from repeatedly violating the rules of the institution." Several accidents—some rather serious—occurred during the year, the details of which are given in the surgeon's return.

The schoolmaster describes the conduct of the men attending school and their progress to have been "very satisfactory." The daily average was 90 out of 98 on the roll.

The number of volumes in the library at the end of the year was 3,051; the number of volumes issued, to 371 prisoners using the library, was 12,513.

St. Vincent de Paul Penitentiary.

The conduct of the prisoners, according to the warden's report and to what transpired during the visits of inspection, has been "generally good."

There were 35 recommitments last year compared with 26 the previous year. The warden thinks "it is time to provide for the punishment of this class of habitual offenders." If some means of identifying them, as repeaters, before trial, could be adopted, the judges trying them would be in a position to pronounce sentences according to their deserts. Some years ago, in the annual report, I recommended that a reliable penitentiary officer, of long service and experience, should be appointed from Kingston and St. Vincent de Paul, to visit the gaols of Ontario and Quebec, within a short time of the courts of Assize and the Queen's Bench being held, for the purpose of identifying such prisoners, awaiting trial, as had served one or more terms as convicts and to give testimony to that effect. Something like this could be done; for, as a rule, the police do not trouble themselves to make known to the judges that such and such prisoners were tried and convicted, although well aware of the fact, and thus they escape the full penalty which a repetition of crime should entail.

The boundary wall has progressed steadily. The style of architecture—Tuscan—adopted by Mr. Bowes, is most suitable, being massive, very pleasing to the eye and quite in keeping with the splendid and substantial buildings which he designed and erected, inside the wall. That it should be deemed necessary to make any departure from Mr. Bowes's plan, is, in my opinion, a matter for regret. It is only within a few days I have learned that alterations have been made in the stairs of the

Department of Justice.

towers, and in the plan of construction of the north gate. Wooden steps have been substituted for stone in the towers, quite at variance with the *tout ensemble* of the structure. Considering how easily an evil-disposed person could set fire to those stairs and burn them down, or how soon they will wear out, compared with stone, there can be no economy in the change that has been made. There is abundance of stone out of which to hew the steps, abundance of labour and ample time to do the hewing, *cui bono*, therefore, the spoiling of those fine towers? The plan of the wall and the gates having been submitted to you and having received your approval, any deviation therefrom should not, I assume, have been attempted without your knowledge and consent. So far as I am aware, you have not been consulted. If this be the case, I strongly recommend that the original plans, both as regards the towers and gates, be followed.

Several improvements, which are enumerated in the warden's report, have been made. The opening of the new shop for carriage making, upholstering, painting, &c., to which he refers, is of advantage to the convicts in the way of having trades and profitable to the institution, on the score of revenue.

That no escape occurred among the hundred and odd convicts who worked outside the wall, affords proof of proper activity and vigilance on the part of the keepers and guards in charge of the outside gangs.

With regard to the tinning of the barn and the Government tenements, mentioned by the warden, it will be well to submit for approval, an item in the estimates to cover the necessary expenditure.

The warden passes the following encomium upon his staff:—"I am pleased to say that the officers, as a whole, have been painstaking in the discharge of their various duties, and are ever ready to assist me in maintaining the discipline of the prison."

The granolithic floors for the central hall, corridors, &c., for which part provision was made in the last estimates, have not been yet laid, but, no doubt, before the end of the fiscal year, this will be done.

The Catholic chaplain, on 30th June last, had 288 convicts on his register. During religious service, he testifies, "attention and good behaviour are maintained." The singing is "remarkably good," and the chaplain says: "Our organist is most certainly deserving of the increase of salary you mentioned in your last annual report." He refers to the fruit of the good example given by the officers and even by the prisoners, as shown in the large number who frequent the sacraments and the "notable progress in the discharge of religious duties." On the other hand, he points out the evil effect of bad example which "has caused the fall of most of our convicts."

There were 86 convicts attending the Protestant chapel on 30th June. This is the largest number yet recorded, and rather crowds the chapel. In the event of the number increasing beyond the capacity of the chapel, better accommodation, as to space, can be provided in another part of the building. The chaplain does not desire to change, if it can be avoided. Should it become necessary, he will take advantage of the offer made to him of providing room elsewhere. Upon the completion of the boundary wall a suitable chapel will be built. In speaking of the conduct of the prisoners in the chapel, the chaplain says,—“Nothing could be more orderly.” He

expresses himself pleased with the new pipe organ, "which is a good substantial instrument, and will be of material service in leading and sustaining the voices in the service."

The surgeon represents the hygienic state of the penitentiary as very good. There was no epidemic or contagious disease during the year, and at its close only two patients were under treatment in hospital. This prison, since it was opened, has been remarkably free from typhoid and other diseases of endemic character.

The school has been well and competently conducted, and the results very gratifying. The chaplains continue to bear testimony to the zeal and attention of the teacher. The men who attend conduct themselves becomingly and evince a strong desire to make good use of the opportunity afforded to improve themselves. "By diligent study, both in the school and in their cells," the teacher says, "they endeavour to procure the advantage of education."

The two libraries—Catholic and Protestant—have been much improved by the addition of the books purchased from the parliamentary grant, as well as from the special allotment which you were pleased to make from the gate fund, established for this and other like purposes beneficial to the convicts. Referring to the library, the Catholic chaplain says,—“The special grant of money has enabled me to buy sufficient books to accommodate abundantly all our readers.” The Protestant chaplain remarks,—“Out of the money appropriated I have been enabled to make a valuable addition of books of an educational character; books of reference, also biographical, historical and fiction, selected with the greatest care, in all amounting to 281 volumes, which is much appreciated.” No money can be better spent in connection with our penitentiaries, than in keeping up the libraries. Owing to the two languages—French and English—being used here, it has not been found practical or desirable to amalgamate the libraries.

I quote the following from my minutes of inspection made during the year:—

“I have to express satisfaction at the manner in which I found the affairs of this penitentiary conducted, as shown during my inspection. The discipline is well maintained, and the conduct and industry of the prisoners, on the whole, very good, indeed. No complaint has been made to me by the warden against any officer, and no officer or convict has come before me with a grievance.”—*Minute Book*, p. 532.

Again,—“It is but true to say the discipline was very much at a discount, from the opening of the penitentiary, in 1873, until the appointment of the present warden. His success in maintaining it is due to the fact that he follows the rules and obeys the instructions he receives.”—*Ibid.*, p. 569.

The judgment, tact and influence exercised by the first chaplain, Father Leclerc, among the convicts, for many years prevented a general gaol delivery, more than once, without any sanction of law.

Dorchester Penitentiary.

On page 623 of the *Minute Book* is the following entry:—“I am highly gratified at being in a position to express my satisfaction at the general state of affairs here, and to endorse the administration of the warden. My minutes of inspection show there is no room for fault-finding or censure.” Your own minute, in the same book, is to the like effect. You wrote:—“Having visited the prison in company with Hon. Mr. Bowell, Minister of Militia; Hon. Mr. Chapleau, Minister of Customs, and

Department of Justice.

Messrs. Stewart and Venning, we made an examination of the building and premises, during an hour and a half, and were pleased to observe the order, perfect cleanliness, silence and discipline of the institution, for which the warden and staff deserve the commendation which it has given me pleasure to bestow on them elsewhere."

(Signed) JNO. S. D. THOMPSON,

Minister of Justice.

The conduct and industry of the prisoners—a very few excepted—have given satisfaction.

The officers have been faithful and attentive in the discharge of their respective duties. The warden had no complaint of consequence to make against any member of the staff. Of the chaplains he says:—"I have very much pleasure in reporting that the services of the chaplains have been most satisfactory, and I know that they are doing good work." This is quite true.

The marsh lands, which had been much exhausted, were flooded last autumn and remained covered until June. A considerable deposit of mud was left, from the fertilizing properties of which the warden expects favourable results in the way of good meadows and pasture.

The supply of spruce, from the penitentiary land having become exhausted, it was necessary to buy what was required for the manufacture of tubs, &c.

The enlargement and other improvements in the tailor and shoe shops, referred to in last report, have been made, thereby adding much to the convenience and comfort of the instructors and prisoners.

A new cement floor has been laid down in the laundry, which is now in good repair, and so separated from the adjoining shops as to prevent the unsavoury odours and steam of the suds penetrating there any more.

The supply of fuel from the penitentiary land will be exhausted this winter. A great saving in the cost of coal has been accomplished for some years by the thousands of cords of wood which the fallen and dozed trees of the bush furnished.

Some apprehension has been felt about the water supply. On one or two occasions the depth of water in the reservoirs decreased so much as to cause well grounded alarm. It was found expedient to stop the supply to the officers' quarters from the reservoirs, and to furnish them with what they required from the spring near the farm-yard. In order to economize the water from the main source of supply to the prison, it would be well to connect the quarry spring with the officers' houses by means of a 3" pipe. The warden has been instructed to measure the distance in view of ascertaining the number of feet of pipe required and to report the result. In view of protecting the source of the water supply on the height of land, it would be advisable to acquire the surrounding property. Negotiations were entered upon for this end, but with no satisfactory result. The cutting down of the timber around the little springs and rills from which the reservoirs are fed will tend materially to lessen the quantity of water, the shade being removed. Indeed, I have learned that the owner of the land has been felling the large trees since the negotiations were broken off. This is a matter that requires consideration, and that, too, without much loss of time. To lose or have impaired the supply of such excellent water would be nothing short of a calamity. Every precaution, therefore, should be

taken to guard against such a contingency. The warden, consequently, has been instructed to bring this matter before the Department in view of purchasing the Turner property and of protecting the water source.

The warden has reported that the Eddy Company are not carrying out their agreement to take, annually, at least 1,500 dozens of pails. Their order was short that number, when the warden wrote. He has notified the company, more than once, of their short-coming but with no satisfactory result. I recommend that, unless the number of pails stipulated for be taken, that the arrangement be closed. The warden is of opinion that he can make better terms, elsewhere, for the sale of the woodenware.

The goods furnished by the Oxford Manufacturing Company give special satisfaction; the colour of the cloth for officers' uniform is greatly improved. It may be stated, here, that these goods have been equally approved of in the other penitentiaries. The contracts for the other supplies are properly executed.

The officers' quarters are comfortable and in good repair. The addition of the working kitchen and shed, for fuel, to those houses where it has been made, is a useful and valuable one.

The chapel does not require any particular mention beyond the fact that, the new organ is not giving satisfaction. The warden has been instructed to ask the builder either to put the instrument in proper order, exchange it for another and a better one or refund the money paid for it.

As some of the convicts have complained of the bread—without reason, I believe—and as the convict temporarily in charge of the bakery has not been giving entire satisfaction, I recommend that a regular baker instructor be again employed.

The Protestant chaplain makes favourable mention of the attention of the prisoners, during divine service; "a breach of decorum is entirely unknown." He is not quite satisfied with the musical part of the service, owing to the constant changes in the choir by the outgoing of trained and incoming of untrained members. In his reference to the general library he says,—“it is as satisfactory to my brother chaplain as to myself; and that, under Mr. Gray's management, it is in better and smoother working condition than it has ever been.” This is a pleasing result of the fusion of the two libraries. There are 126 Protestant convicts in Rev. Mr. Campbell's charge, and he is most zealous and attentive in looking after their spiritual interests.

The report of the Catholic chaplain will repay perusal. It shows the deep concern he takes in his work and in the welfare of the men under his charge. The figures which he gives show what a large number of the convicts are wholly ignorant and without religious instruction. “The longer I remain in this field of labour” he says, “the fonder I feel of my work and of the men under my charge.” And this is the secret of Father Cormier's success. The convicts know he has their well-being, here and hereafter, deeply at heart, and, consequently his advice and teaching bear more than ordinary fruit. The behaviour of the prisoners, wherever he meets them, in or out of the chapel, he describes as “most commendable.” The organist and singers are indefatigable, by means of practice and rehearsals, to keep up the efficiency of the choir. The chaplain expresses his acknowledgments for my humble—but as yet unsuccessful—pleading to obtain an increase of salary for

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the different organists. In the midst of so many and absorbing cares it is not surprising that a trifling matter, comparatively, of this nature, should escape the memory or attention of a minister. Let us hope that a responsive chord will be touched in the hearts of the members of the treasury board, and that the estimates to be submitted at the approaching session of Parliament will show their appreciation of sacred music, in our penitentiary chapels, and of the untiring efforts made by the eight lady organists—men cannot be had for the pittance they get—to render the religious services, on Sundays and holidays, joyful, and cheering and soul-inspiring for the convict.

The surgeon claims for the institution the same good condition, as regards health, that has always obtained since its opening. He notices the admission of 9 lads of 16 and under, and of 2 diminutive Mic-Mac Indians aged, respectively, 10 and 11 years.

The school has been well attended and conducted; the average attendance during the year, was 52·9. In my visits I observed that the prisoners were diligent in learning and attentive to the instructions they received. The following is what the Protestant chaplain says of the school in his report:—"The discipline is perfect; the pupils show much genuine interest in their work, and a real desire to learn, from which, to some extent, may fairly be inferred, some desire to reform." The school-master in his report, says,—“Very considerable progress has been made by the large majority of those attending, and it is most encouraging to find so many who, on first coming, knew nothing more than the alphabet, able, after a few months' attendance, to read, write and figure with a good deal of proficiency.” Want of education and of all wholesome training, in youth, cause many to commit crime. For such the school is a priceless boon, a great factor in leading to their reformation.

Manitoba Penitentiary.

Mr. Geo. L. Foster, accountant of penitentiaries, continued in charge of this institution, as warden *pro tem.*, the past year. Not having paid a visit to Stony Mountain, during that period, I cannot speak from personal knowledge of its affairs. From the reports before me it may be reasonably concluded that the administration was carried on very successfully.

The warden *pro tem.* enumerates the improvements made for the greater security of the prison, which was required and will, no doubt, tend to prevent escapes. He considers the prison wall will complete the necessary protection. A wall to inclose an area of two acres, including the prison proper and the buildings, immediately in proximity, may be put up, in the course of six or seven years, by convict labour, when masonry is mastered to some extent. To build a wall surrounding twelve or fourteen acres, as at other penitentiaries, twenty-five feet high and thick in proportion, would give employment to all the convicts who could be set to work on it in quarrying stone, dressing it, burning lime, mixing mortar and at mason work, for twenty years at least. If the work be done by contract even the lesser wall—*i. e.* round the two acres—will be a formidable and very expensive work. To increase the staff of guards, so as to man four substantially built wooden look-out stands judiciously placed, and have a couple of mounted patrols on duty, while the convicts are at work, should defeat any attempts at escape which is the main object of the proposed wall. The present staff of twelve guards should supply the four men required for the stands. It would be only necessary, then to employ two more for mounted

duty. This plan would be nearly, if not quite, as efficacious for the purpose as a wall—provided the right stamp of men be employed—and it would be more economical, until such time as the prison resources would be equal to the undertaking. Should a wall that would barely encompass the buildings be erected, time and money would be saved, but the many advantages of a spacious prison yard, which only experienced prison officials can duly appreciate, would be lost. Before anything be done in the direction of building a wall, no matter of what extent, I recommend, first, that it be ascertained whether the work can be done by convict labour; if not, secondly, what would be the approximate cost, by contract, of building a wall to inclose, say, twelve or two acres or the buildings alone. In connection with this project, it may not be out of place to say that, most if not all of the escapes which have been made, from this penitentiary, were due not so much to the want of a wall as to some weak or insecure point in the prison, or to neglect or want of proper vigilance by the officer in charge of the convicts who ran away. I recommend that nothing be done regarding the wall, until such information as I have indicated be obtained.

The use to which the dry shed, or rink will be converted—a hay mow in the farm yard and a coal shed near the railway station—upon my recommendation of the suggestion of the warden, *pro tem*, is as good a disposal of that useless structure as could be made.

The farm, according to the showing of the warden, *pro tem*, has been very much extended as to the area under cultivation. When he took charge only 45 acres were tilled. His report states that 89 acres yielded crops in 1891-92 and that 123 acres will be ready for next year's operations.

The idea of the warden *pro tem* of feeding about 100 hogs, on the produce of the farm, for prison use, is a good one, and will, doubtless effect the saving which he points out. He expected to butcher five tons of pork this last autumn.

Upon the report of the warden *pro tem* and my recommendation you authorized the wire fencing of the penitentiary land, except a small opening near Stony Mountain Village.

I fully concur with the Warden *pro tem* in his recommendation not to allow the roadway through the Reserve, asked for by the Municipality of Rockwood, at the expense of "12 acres of our best farm land." Mr. Foster's explanation, coupled with my own knowledge of the locality and its wants lead me to recommend that the right of way, which would entail serious disadvantages and inconvenience be not allowed without a further report on the matter.

The Warden, *pro tem*, took salutary precautions with regard to the drainage, the cesspool and the very objectionable surroundings of the slaughter house. These were well calculated to breed disease of a dangerous nature.

"The removal of the insane at an early date, will be a step in the right direction," Mr. Foster says, I agree with him. These afflicted people cannot be treated, as their condition requires, in close connection with convicts and penal surroundings. Even convict lunatics, should, if possible, be relieved from all association with their former companions in crime.

I beg leave to suggest that some improvement be made in the Warden's residence. To keep it up, properly, would require a much larger salary than is

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allowed. The removing of a storey, if it can be done, would, I think, be an improvement. The house is in an exposed situation, and the heating of it is very expensive. Apart from this important item, the salary of the Warden is not sufficient to meet the expense of its proper equipment. I recommend that such alterations be made as will enable the Warden to occupy the house without causing too great a strain on his pecuniary resources. Referring to my minutes I find that the Warden *pro tem* informed me that this house is unsafe. If this prove true it may be necessary to take it down when it could be rebuilt on a better and more economic plan.

The Protestant Chaplain states that the conduct of his convicts "has been all that could be desired," with one exception. This is a negro who is grossly ignorant, obstinate and very bad tempered. Being a powerful fellow, it is dangerous to trust him among the other convicts and guards, as he is as treacherous as he is violent. It may be advisable to transfer him to Kingston where he could be placed under restraint as a lunatic, if necessary. The school and library, the Chaplain says, "continue to do most useful work."

I have to dissent from the chaplain's suggestion as to the mode of ascertaining the religious persuasion of convicts by "the Judge or Sheriff." This should be done by the proper officer, at the penitentiary, upon admission. Should any doubt or dispute arise concerning the religion of a convict the matter can be investigated by the warden, in presence of both chaplains, and reported upon, if necessary, for the information and decision of the Minister. It seems strange to have any difficulty or misunderstanding occur on this point, since every convict has full liberty to make choice of the chapel, where he intends to worship, upon entering the prison, and such choice ought, under the Rules, be final and preclude all interference on the part of any officer. There is no trouble, on this score, at any other penitentiary.

The Catholic Chaplain, at the end of the year, had 25 convicts under his charge. He says,—“In a general way those I had have given me satisfaction.”

The Surgeon has no cases of severe illness, no accidents of a serious nature, and no deaths to report. He has nothing specially important to mention.

Colonel Irvine has been appointed Warden *vice* Mr. S. L. Bedson, deceased. Mr. D. D. Bourke, late Schoolmaster and Hospital Overseer, has succeeded Mr. Æ. D. O. McDonell as Deputy Warden.

British Columbia Penitentiary.

The conduct of the prisoners is reported, by the warden, to have been good and to have given satisfaction, one convict excepted. This man is thoroughly depraved and wicked, and hails from the States. It is wrong that such hardened and unscrupulous villains, as he is, should be let loose upon society at the expiration of a comparatively short sentence. For these characters the Prison of Isolation, coupled with the indeterminate sentence system, would be just the remedy.

The Warden calls attention to the defective character of the water supply. Pursuant to my report, you have seen fit to authorize the negotiation of a contract with the Water Works Commissioners, of New Westminster, to furnish the penitentiary. The terms are favourable and include fire service, water for the farm-yard, garden and the officers' quarters. Tenders for the pipe and plumbing have been called for and the award of the contract has been made. The water is pronounced

to be of superior quality, from the Coquitlam lake, and will be abundant and unfailing as long as required.

The Corporation of New Westminster made application for fifteen feet of ground, in front of the Warden's residence, for the purpose of widening the public road running from the City to Sapperton and Port Moody. This has been allowed on condition that the grade of the road be raised and a retaining wall built from the wooden bridge over the creek, running out of the ravine, to the entrance gate to the Warden's grounds. A similar wall is to be built, by the Corporation, at the foot of the embankment upon which the officers' quarters stand. If this work be properly and substantially done the Government property will be greatly improved.

A new wharf, for the use of the prison, has been constructed. It is strongly and solidly built. A shed upon it will be necessary for coal, lumber, &c., and can be put up by convict labour.

The small wharf and shed, directly opposite the entrance to the penitentiary, have not been removed. It is objectionable to have these structures so near to places where the convicts work, and to have small boats moored to them. By the aid of confederates and these boats escapes could be easily effected. The Warden has been instructed to carry out the provisions of the Act by clearing away the trespassers from all parts of the penitentiary reserve.

It is proposed to heat the prison with hot water, and an appropriation of \$5,875 was made for that purpose, last Session. Tenders have been invited and the work will be done at considerably less cost than was estimated.

The guards' quarters are in good repair, but baths are much needed. These can be put in at comparatively small expense. I recommend that they be allowed.

The crops have been very good. The land is skilfully handled as regards manuring, draining, rotation of crops and thorough cultivation. This is shown by the fact that there is no expenditure for potatoes or other vegetables or forage incurred here.

The trades carried on are tailoring, shoemaking, carpentry, blacksmithing and baking, which give employment to about 30 convicts. The other prisoners are engaged upon the necessary domestic work of the prison, and at outside labour such as farming, clearing the land, gardening and general improvements on the reserve.

Several Indians and Chinamen work in the tailor shop and become very good tradesmen. The work done in the shoe shop is of superior quality, the Instructor taking great pains with his men. The output is greater than is required for the use of the prison. I recommend that authority be given to dispose of the surplus to outside customers, at trade prices. This is so comparatively limited that it cannot affect the regular dealers. Even at the risk of doing this, I consider it necessary to urge the advisability of placing on the market the proceeds of convict labour, as well to create revenue as to afford the prisoners the means of learning trades.

A number of officers are obliged to pay rent for the houses they occupy, ten only having been built by the Government for married men. I recommend that those who cannot be accommodated with lodgings be granted an allowance for rent in order that they be placed on the same footing with the men who have free houses

Department of Justice.

In an *ad interim* report from the Protestant Chaplain, he makes objection to convicts attending the Church of England service, provided, gratuitously, by Bishop Sillitoe. There is no just ground for this complaint. The same arrangement would be carried out, under similar circumstances, in each of the other penitentiaries, that is to say, were clergymen of the different denominations to volunteer their services and were accommodation available at the appointed hours for religious exercises. The principle of permitting convicts to attend the worship of the church to which they belong has always been recognized by the Minister of Justice. The obstacles in the way, heretofore, have been the lack of clergymen to offer their services, in conformity with the prison hours and rules. The protest of the Chaplain, therefore, in view of the usage established by the former Board of Directors, and which has been confirmed by successive Ministers of Justice, is inopportune and not in order.

The Chaplain reports 43 convicts remaining in his care, at the end of the year, of whom 20 were Chinese, 3 Indians, 2 negroes and one half-breed, with 17 white men. "The conduct of the prisoners, while attending Divine service has," he says, "been very good."

The Catholic chaplain has had 23 convicts under his charge. Their general conduct, he states, "leaves little to be desired." He regrets that the accommodation for those attending school is not better. As at Dorchester, the school is held in the flag passage of the cell wing. At present nothing better can be provided, but when the new Chapels come to be built this want can be met. The choir is making satisfactory progress. Father Morgan also suggests that "the organist's remuneration is hardly commensurate with the labour involved and the time taken up."

The Surgeon reports the health of the convicts to have been very good. It is fortunate the penitentiary escaped the small-pox which made its appearance in several places throughout the province. He says,—“The hospital overseer, Mr. Carroll, continues to discharge his duties in a most satisfactory manner.”

The school, under Mr. Keary, accountant, is conducted with the same careful attention and competency as in former years. The schoolmaster's task is a difficult one, requiring great patience and labour owing to the mixed races among the pupils. Withal his success in bringing them on is remarkable. Chinese, Indians and Italians, entirely ignorant of English, learn to read, write and cypher, very well, in a wonderfully short time. Of those attending the school the Catholic chaplain says,—“their patience and assiduous attention to study certainly deserve praise.”

It is very probable that a change in the Wardenship will be necessary, on account of the ill-health of the present incumbent. Mr. McBride entered the Colonial service, as Governor of the Victoria Gaol, in 1864. This gaol answered, also the purpose of a penitentiary, and a number of convicts—having long sentences, one a life man—were transferred from it, in 1878, to the penitentiary at New Westminster of which Mr. McBride was appointed Warden in June of that year.

Regina Gaol.

This prison was opened nearly two years ago, for the accommodation of persons undergoing sentences, up to two years, from the North-west Territories.

The gaoler, Mr. A. L. Lunan, has proved himself very competent for the position. Mrs. Lunan is matron. The other members of the staff are an assistant gaoler, an engineer, a stoker and three turnkeys.

The following is the return of the prisoners admitted and discharged, during fiscal year, 1891-92 :—

	Males.	Females.	Total.
Remaining 30th June, 1891.....	8	1	9
Received since do	52	5	57
	<hr/>	<hr/>	<hr/>
	60	6	66
Discharged since 30th June, 1891.....	43	6	49
	<hr/>	<hr/>	<hr/>
Remaining 30th June, 1892.....	17	0	17

Daily average 17.

No deaths occurred since the opening of the gaol.

The expenditure for the last financial year, was as follows :—

Salaries	\$ 2,999 50
Rations	1,241 30
Prison clothing and officers' uniform.....	1,617 22
Prison furnishing.....	4,825 29
	<hr/>
Total.....	10,683 31

In the beginning the employés, with the exception of the assistant gaoler and day engineer, performed their duties in a perfunctory and half-hearted fashion, and did not show their superior officer the respect to which he is entitled by his position. Upon being given to understand that their places could be readily filled, if they did not conform to discipline and rule, they accommodated themselves to the requirements of their respective lines of duty and they now give satisfaction.

The water supply is very defective and precarious. Two wells sunk by the Department of Public Works, are of no use. One has run dry altogether; the other contains only surface water unfit for drinking or cooking. The well, now dry, had been yielding a fair quantity when the employés of the Public Works Department undertook to deepen the bore. They succeeded in spoiling the well effectually. The water, in Pile of Bones Creek, which has been pumped up to the prison, for all domestic purposes, was run off in view of repairing the dam. This was done without any notice having been given to the gaoler, and at the almost certain risk of leaving the prison without water for the winter. Something must be done to provide a perennial supply of good pure water for cooking and drinking. No doubt, in the spring, there will be abundance of soft water from the creek.

A portion of the land outside the gaol wall should be fenced in so that the prisoners could have employment in tilling it. A good supply of potatoes and other vegetables required for the gaol can be produced. There should be also a fence in front of the gaol to keep off trespassers. I instructed the gaoler to submit for your approval, an item in the next estimates for barbed wire and posts.

"The conduct of the prisoners, all round," the gaoler informs me, "is good." They were all kept employed, though it has been found difficult to provide work for them. The gaoler also tells me that the officers of the North-west Mounted Police, being justices of the peace, commit the best working men, among the prisoners who are brought before them, to the barrack prisons and send the useless and worn out characters to the gaol. This does not appear to be right or fair to an institution which might be made, in a measure, self-sustaining, by the results of the labour of

Department of Justice.

men, capable of working, when well directed. I mention this matter for your consideration.

I recommended that a house be erected, as soon as possible, for the assistant gaoler, which met your approval.

In order to carry on farming operations, an item will be required in the estimates to buy a yoke of oxen, a plough, a couple of harrows and other agricultural implements.

The manner in which the gaol is managed, its cleanliness and the good conduct maintained among the prisoners are creditable and satisfactory.

The drainage is, now, good. The pit or reservoir for its discharge, and the cistern carts which I sent from Kingston for emptying it work admirably. Not the slightest bad odour is felt about the sewage tank. The same cannot be said of the ill-equipped and defective closets put in by the Department of Public Works.

I beg leave to reiterate my sincere acknowledgments for your uniform prompt attention to the affairs of the several penitentiaries, which I have had occasion to bring before you, since rendering my last report.

I have the honour to be, sir,

Your obedient servant,

J. G. MOYLAN,

Inspector of Penitentiaries for the Dominion of Canada.

DEPARTMENT OF JUSTICE,

PENITENTIARY BRANCH,

OTTAWA, 22nd December, 1892.

Department of Justice.

KINGSTON PENITENTIARY.

No. 1.

REPORT OF THE WARDEN FOR THE FISCAL YEAR ENDED 30TH
JUNE, 1892.

KINGSTON PENITENTIARY, 30th June, 1892.

SIR,—I have the honour to submit the annual report of this penitentiary for the year ended 30th June, 1892.

The number of convicts remaining 30th June, 1891, was.....	586
Received since from jails	110
do do other penitentiaries.....	6
	<hr/>
	116
	<hr/>
	702
Discharged by expiration of sentence.....	123
do pardon.....	34
do death.....	9
do escape.....	2
Sent to lunatic asylum.....	2
	<hr/>
	170
Remaining on the 30th June, 1892.....	<hr/>
	532

In the distribution of the convicts, variety of work is secured, and the requirements of the institution met in all its departments.

The industry of the convicts is good, more marked when engaged in mechanical work than in other employments, showing a growing desire for work that will be useful to them when discharged.

I have tried as far as possible to meet this preference in view of the motive, and would gladly extend or vary these industries, if present conditions in employment of convict labour were not so limited.

Present and prospective improvements in buildings will doubtless, for some time to come, draw largely upon the men available for such work, and probably at the proper time, provision will be made, apart from building operations, for carrying on other industries in the prison of isolation, now nearing completion.

The water tower will be covered in before winter, and the prison of isolation ready for occupation early in the spring.

The mill is being dismantled, and when the machinery is removed, work on the new bakery will be commenced.

The other changes ordered will be pushed as rapidly as possible, many of which will give employment suitable for winter work. The prison of isolation affords accommodation for 118 prisoners. This being a new departure, special rules for its government, and industries suitable for cell work, are no doubt being considered, in view of utilizing this building at the earliest moment.

It is to be hoped that the anticipated benefits arising from the classification of prisoners in this department may be realized.

The discipline has been well maintained, and the conduct of the prisoners has in a marked manner improved. Fewer reports, and most of these not serious, are presented, a more ready disposition to obedience and a better appreciation of privi-

leges are manifest. I am satisfied that when the classification intended by the Prison of Isolation is made, by the separation of the troublesome class from the others, much more good will be accomplished. I cannot emphasize too strongly the importance of this course, when apart from disciplinary advantages, the deterrent effect of isolation upon repeaters cannot be but beneficial. The number of recommitals, I am glad to state, is less than last year. We have still coming in a large number of young men under thirty years of age, about 58 per cent, and nearly 11 per cent of the whole population under twenty years of age. These facts need no comment from me; they are understood and appreciated by the Department at all events.

In referring to the table of distribution of convicts, it will be seen that a systematic classification of work is pursued. These several departments are, I am pleased to state, intelligently and carefully supervised.

Two successful escapes were made during the year, particulars of which were reported to you at the time.

The consolidation of the libraries has been successfully completed, and with the improved facilities for circulation, much confusion will be avoided.

During the year unfavourable criticism as to our sanitary condition, and the effect of our sewage upon the health of the city of Kingston were made; investigation has proved our excellent sanitary condition, and the minimum of danger from our sewage; nevertheless, the possible danger to our water supply from sewage other than our own will require to be looked after.

The decision reached to erect a female prison renders it unnecessary for me to mention again the unsuitableness of our present quarters. It does not come too soon. The same applies to our "insane ward." Humane considerations lead to the hope of early completion of these structures, and I have no doubt, from the thought already given them, they will be found well adapted for the purposes designed.

Within the past few years much has been accomplished in developing appliances worthy of such an institution as this; our domestic system, as I might term it, is in excellent operation. The departments in charge of the superintendent of works and the engineer have been tending rapidly to greater efficiency, and with the completion of our water system, will place us second to none in all that is required for a public institution of this kind.

All the labour has been done by convicts, and the work performed is of a character inviting commendation.

Society demands protection by depriving the criminal of his place in it, should it not favour and also require that while the prisoner remains a ward of the State, every means should be adopted to enable him to resume with safety when liberated the place he forfeited?

Therefore, all that has been and is proposed to be done here, will be found in the line tending to such humanizing effort without in any proper sense derogating from the merited punishment due to crime.

I have the honour to be, sir,

Your obedient servant,

M. LAVELL,
Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

Department of Justice.

No. 2.

PER CAPITA cost of Convicts, Kingston Penitentiary, for the year 1891-92.

Daily Average..... 562

Names.	Cash Expenditure in 1891-92.	Deduct Material on hand out of Expen- diture for 1891-92.	Net Expenditure for 1891-92.	Add Stock on hand from 1891.	Actual Cost for 1891-92.	Per Capita Cost.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Salaries.....	54,665 27				54,665 27	97 26½
Gratuity on retirement.....	1,228 57				1,228 57	2 19
Officers' uniforms.....	2,979 40	566 00	2,413 40	630 38	3,043 78	5 41½
Rations.....	24,921 15	423 85	24,497 30	823 63	25,320 93	45 05½
Convict clothing.....	6,083 80	2,153 07	3,930 73	3,839 70	7,770 43	13 82½
do travelling allowance.....	1,820 30				1,820 30	3 26
do discharge clothing.....	2,132 83	327 21	1,805 62	288 97	2,094 59	3 72½
Bedding.....	1,650 03	1,155 60	494 43	722 00	1,216 43	2 16½
Internents.....	8 00				8 00	0 01½
Chapels.....	532 13				532 13	0 04½
Library.....	216 61				216 61	0 38½
Escapes.....	137 80				137 80	0 24½
Hospital.....	934 78	78 66	856 12	71 25	927 37	1 65
Officers' mess.....	1,964 35				1,964 35	3 49½
Heating.....	11,046 08				11,046 08	19 65½
Light.....	5,755 38				5,755 38	10 24
Repairs to buildings.....	4,366 85				4,366 85	7 77½
Maintenance of machinery.....	1,237 70				1,237 70	2 20½
Armoury.....	58 80				58 80	0 10½
Kitchen.....	744 12				744 12	1 32½
Stationery.....	826 01				826 01	1 47
Farm.....	1,075 30				1,075 30	1 91½
Stables.....	234 86				234 86	0 42
Maintenance of buildings.....	12,935 86	8,425 13	4,510 73	995 43	5,506 16	9 79½
Industries.....	323 79				323 79	0 57½
Prison furnishing.....	660 01				660 01	1 17½
Telegrams.....	27 76				27 76	0 05
Postage stamps.....	76 00				76 00	0 13½
Freight charges.....	52 63				52 63	0 09½
Express charges.....	25 85				25 85	0 04½
Advertising.....	159 71				159 71	0 28½
Telephone.....	90 00				90 00	0 16
Travelling expenses.....	401 78				401 78	0 71½
Magistrate fee.....	12 00				12 00	0 02
	139,385 51					237 80½

Per capita cost..... \$237 80½
 Deduct for revenue..... 6 40½

 Actual cost..... \$231 39½

 Or, per diem per convict..... \$ 0 63½

S. W. SCOBELL,
Accountant.

No. 3.

REPORT OF THE PROTESTANT CHAPLAIN.

KINGSTON PENITENTIARY, 30th June, 1892.

SIR,—In presenting my report for the year 1891-92, I have to state that the duties have been duly performed.

I would wish to express my obligation to the Rev. Canon Fulton, Chaplain of St. Vincent de Paul, for his kind advice and assistance in securing proper specifications for the new organ about to be erected in the chapel.

In the schools the system of convict monitors seems to work very well, better than I anticipated.

In the library, the two libraries have been amalgamated, the religious works being retained separately in their respective chapels. My portion consists of 234 volumes, and some sixty-seven men have drawn on them.

During the year a number of fever cases occurred in the hospital, with unhappily some deaths, in spite of the care and attention bestowed on them by the surgeon and the hospital overseer.

I am, sir, yours respectfully,

C. E. CARTWRIGHT,
Protestant Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

No. 4.

REPORT OF THE CATHOLIC CHAPLAIN.

KINGSTON PENITENTIARY, 30th June, 1892.

SIR,—I beg to forward you my report for the year ended 30th June, 1892.

I am happy to say I have not one disagreeable fact to record. My duties as chaplain are rendered pleasing and light by the ever-solicitous regard and cheerful assistance of the officers, one and all. The convicts also give me no unnecessary trouble. They are always respectful in and out of the chapel, and their constant attention to the instructions so often addressed to them shows their desire to become acquainted with the truths of our holy religion. Their becoming and reverential manner during mass and benediction with the most blessed sacrament is always most marked, and I might even add edifying. They attend to their religious duties most faithfully, and all, with some few exceptions, fulfilled the church's obligation of confession and communion during the Easter time. This, in my opinion, is greatly due to the zeal of the Oblate Fathers who so ably conducted the missions of our diocese during last fall and spring. Whilst giving the mission in the cathedral they found time to visit the penitentiary to preach there and hear the confessions of all who might wish to approach the sacraments. The result was very pleasing. Many who had not been to confession for years yielded through means of this special grace and made their peace with God.

After the mission I asked those men who for want of opportunity or through neglect had never been confirmed or been to Holy Communion to form themselves into a class for special instruction. The result surprised me. I found there were over twenty men and three women who had never received the grace of confirmation, and ten of them had never been to communion. Since the formation of the class, last December, we have had an addition of four more in the same pitiable condition.

Department of Justice.

The amalgamation of the libraries has admirably succeeded in its purpose as far as my department is concerned. All books not treating of religious subjects were removed from our chapel library. This has had the effect of deepening the men's reverence for that holy place, as a place set apart entirely for God and our duties towards him.

I have the honour to be, sir,
Your obedient servant,

JAMES VINCENT NEVILLE,
Acting Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries,
Ottawa.

No. 5.

REPORT OF THE SURGEON.

PORTSMOUTH, ONT., 1st July, 1892.

SIR,—I have the honour, once more, to present my report, this time for the year ended 30th June, 1892.

This prison was never in a more favourable position, as regards its hygienic condition, than at present, and the health of the convicts, on the whole, has been good; and although the number of admissions into the hospital last year exceeded those of the previous one by 63 (owing to an epidemic of "la grippe"), yet, the mortality has not been greater than in 1890-91.

When we consider the ages of some of those who have departed this life here since my last report, the thought must arise unless these prisoners had been well cared for by the authorities of the prison death would have claimed them long before, and I can safely say, without fear of contradiction, that none are better looked after than the inmates of this institution. Their food is wholesome and sufficient, their clothing, warm and comfortable in winter, cool in summer, their work not more laborious than labouring men outside are accustomed to, their hours both for retiring and rising early; the dormitory and workshops well ventilated; they have books with which to occupy their minds when in their cells, and were it not for the smallness of these cells more comforts at night than the majority of men of their class have outside these walls.

Among the list of deaths, you will observe, two have died beyond the age of 80, both life prisoners, one from the female, the other from the insane ward. Two deaths occurred from phthisis; one of those who died from this cause had been in the hospital more than nineteen months; two from pneumonia, one over 80 years of age, the other was a helpless case when received into hospital, and was, as the deputy warden remarked, dying on his feet in the yard. He only lived five days after having been admitted. One of those who died from typhoid fever had been a very dissipated character before he came into prison, and his constitution having been broken down by his former habits of life, he succumbed to the disease in a few days.

The number received into hospital during the last twelve months was 283, and 9 remained on 30th June, 1892.

The number of prescriptions during the past year independent of those for hospital patients amounted to 2,401 for the male and 328 for the female prisoners; so you can easily imagine from the above that a convict, here, suffering from the slightest ailment is attended to at once.

We have at the present time old men who will not, in my opinion, live to complete their terms of imprisonment. One over 70 whose sentence will not expire for 10 years, another 78 years old, a very feeble man, who was sentenced for five years, some 21 months since, and who was in hospital the greater part of last winter and spring; a third, feeble and weak-minded.

Eleven under the age of 20 have been received here since my last report, and only one over 74, a more favourable showing than in 1890-91.

We have not been visited with any epidemic with the exception of "la grippe."

Last year in my report I mentioned the great benefit we had derived from the use of ferrometers in rendering the drains almost free from noxious gases. Nine more of these ferrometers are to be placed in other buildings, to connect with other drains, in order to bring the danger of any disease arising from impurities from the sewers to a minimum.

Insane Ward.

The number in this ward at present is 27. In the year just ended there have been admitted, 8; discharged, cured, 3; improved sufficiently to resume work, 2; transferred to a provincial asylum, 1; died, 2. The majority of those remaining are incurable, mentally. Some few, however, show slight symptoms of improvement, and I hope before long to be able to send them to work in the yard.

Female Department.

Things would run much more smoothly here were we not obliged to keep in the ward people of *unsound mind*. At present we have two such. We have no proper place in which to confine these unfortunate creatures, and those whose minds are not affected, and who will not believe that those mentally disordered are so, become very exasperated from being disturbed at night by the noises they make. This causes a great deal of trouble to the matron and deputy matron and renders it almost impossible to prevent the sane female prisoners from repeatedly violating the rules of the institution.

A number of accidents occurred this last year. The serious ones, requiring hospital treatment for any length of time, were the following: compound comminuted fracture of the femur; fracture of the humerus; injury to left eye, in consequence of which the convict who met with this accident lost the little sight he had remaining in that eye when he was received into prison; contused wound of scalp.

Many of the guards have been ailing during the year; no less than 626 prescriptions have been dispensed for them in that time.

The tables appended show the number treated in hospital, and the nature of the diseases for which they were treated.

Mr. Gunn, the hospital overseer, continues to discharge his duties in a very satisfactory manner.

I have the honour to be, sir,

Your obedient servant,

O. S. STRANGE,
Surgeon, Kingston Penitentiary.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

No. 6.

KINGSTON PENITENTIARY.

ANNUAL RETURN of Sick treated in Hospital, from 1st July, 1891, to 30th June, 1892.

Disease.	Remained.	Admitted.	Total.	Died.	Discharged.	Remaining.	Remarks.
Abscess.....		5	5		5		
Ascites.....							
Asthma.....							
Angina simplex.....		3	3		3		
Boils.....		4	4		4		
Bronchitis, acute and chronic.....		15	15		15		
Burns.....							
Cramp.....		2	2		2		
Constipation.....		1	1		1		
Cephalalgia.....		4	4		4		
Cholerae.....							
Colic.....		13	13		13		
Contusion.....		16	16		16		
Cystitis.....	1		1		1		
Cynanche tonsillaris.....		6	6		6		
do simplex.....		1	1		1		
Debility.....		4	4		4		
Diarrhoea.....		2	2		2		
Dysentery.....		4	4		4		
Dyspepsia.....		1	1		1		
Dementia.....		5	5		5		
Epilepsy.....		7	7		6	1	
Erysipelas.....							
Febricula.....		20	20		20		
Fever, intermittent.....							
do typhoid.....	5	20	25	3	20	2	
Fistula in ano.....							
Fracture C. C.....		1	1		1		
do tarsal bone.....		1	1		1		
do humerus.....		1	1		1		
Gelatio.....							
Hemicrania.....		1	1		1		
Heart disease.....		1	1		1		
Hemoptysis.....		1	1		1		
Herpes Zoster.....		1	1		1		
Hernia.....		2	2		2		
Hysteria.....		6	6		6		
Hæmophilia.....		1	1		1		
Hæmatemesis.....							
Hemorrhoids.....		1	1		1		
Icterus.....		1	1		1		
Injury to eye.....		1	1		1		
Inserting bottle in rectum.....		1	1		1		
Indigestion.....		2	2		2		
Influenza (la grippe).....		58	58		58		
Lumbago.....		5	5		5		
Malingering.....	1		2		3	1	
Neuralgia.....		4	4		4		
Otalgia.....		1	1		1		
Ophthalmia.....		9	9		9		
Peritonitis.....		1	1		1		
Parotites.....		1	1		1		
Purpura.....		1	1		1		
Phthisis.....	1	4	5	2	2	1	
Pneumonia.....		2	2	1	1		
do chronic.....	1	1	2	1	1		
Pleuritis.....		1	1		1		
Rheumatism.....		18	18		16	2	
Senile decay.....		1	1	*1			
Synovitis.....		1	1			1	
Sciatica.....		2	2		2		
Sprain.....		3	3		3		

*Insane.

KINGSTON PENITENTIARY.

ANNUAL RETURN of Sick treated in Hospital, &c.—*Concluded.*

Disease.	Remained.	Admitted.	Total.	Died.	Discharged.	Remaining.	Remarks.
Stricture.....							
Scrofula.....							
Syphilis.....		2	2		2		
Syncope.....		1	1		1		
Torticollis.....		1	1		1		
Ulcers.....							
Uræmic convulsions.....		1	1		1		
Wounds.....		7	7		6	1	
Whitlow.....		1	1		1		
Total.....	9	283	292	8	275	9	

O. S. STRANGE, M.D.,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY, 1st July, 1892.

Department of Justice.

No. 7.

ANNUAL RETURN of Deaths in the Hospital, Kingston Penitentiary, from 1st July, 1891, to 30th June, 1892.

Number	Names.	Age.	Disease.	When admitted.	Died.	Country.	Remarks.	
							No. of Days in Hospital.	
565	Sullivan, John.....	21	Phthisis.....	9th May, 1891.....	8th Aug., 1891.....	Canada.....	91	
9463	Narbonne, Genevieve.....	85	Ch. pneumonia.....	12th Nov., 1891.....	26th Nov., 1891.....	do.....	14	
381	Elliott, George.....	20	Typhoid fever.....	16th Nov., 1891.....	7th Feb., 1892.....	England.....	83	
511	Coad, Walter.....	19	do.....	16th Jan., 1892.....	8th Mar., 1892.....	do.....	53	
602	Marshall, William.....	24	do.....	22nd Mar., 1892.....	1st April, 1892.....	do.....	10	
425	Rogero, Nancio.....	29	Phthisis.....	28th Sept., 1890.....	12th April, 1892.....	Italy.....	562	
524	Connors, Peter.....	42	Pneumonia.....	8th June, 1892.....	13th June, 1892.....	Ireland.....	5	
INSANE.								
8636	Hotchkiss, Erast.....	46	Marasmus.....	.....	1st Aug., 1891.....	Canada.....	.....
4762	Braynard, Jer.....	81	Senile decay.....	4th June, 1892.....	21st June, 1892.....	Ireland.....	17	

O. S. STRANGE, M.D.,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY, 1st July, 1892.

No. 8.

STATEMENT of Accidents to Convicts in Kingston Penitentiary, from 1st July, 1891, to 30th June, 1892.

Date.	Names.	Where employed.	Nature of Accident.	Cause of Accident.	No. of Days in Hospital.	Remarks.
1891.						
July 2	Milburn, V	Separate ward.	C. C. fracture.	Fell off scaffold.	85	
do 4	Johnston, W	Stone pile.	Injury to eye.	Struck by chip of stone.	37	
do 24	Fitzgibbon, C	Stone shed	Wound.	Cut with knife.	10	
1892.						
Feb. 20	Cranham, T	do	Injury to eye.	Struck in eye by chip of stone from banker.	25	
Mar. 12	Bradley, D.	Wood yard.	Fracture, humerus	Fell off load of wood.	51	
May 7	Black, W.	Stone pile.	Contusion.	Struck by fly-wheel of engine coming off.	26	
do 17	Fitzgibbon, C	Stone shed	Incised wound.	Attempt at suicide.	6	
do 22	Reed, G.	Insane ward.	Contused wound of scalp.	Struck by insane patient.	15	

O. S. STRANGE, M.D.,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY, 1st July, 1892.

Department of Justice.

No. 9.

ANNUAL RETURN of Criminal Insane Convicts in the Insane Asylum, in connection with the above Penitentiary, from 1st July, 1891, to 30th June, 1892.

Distribution.	Male.	Female.	Total.
Remained under treatment on 30th June, 1891.....	27		27
Since admitted :—			
Kingston Penitentiary	9		9
St. Vincent de Paul Penitentiary			
Dorchester do			
Manitoba do			
British Columbia do			
Total number under treatment during the above period....	36		36
Discharged :—			
Cured	3		3
Improved sufficiently to resume work	3		3
Transferred to Provincial Asylum on expiration of sentence	1		1
Died	2		2
Remaining under treatment on 30th June, 1892.....	27		27

OBITUARY.

No.	Req. No.	Age.	Date of Death.	Duration of Insanity.	Proximate Cause of Death.	Remarks.
1	8636	46	Aug. 1, 1891.....	7 years, 270 days.	Marasmus	Died out of hospital.
2	4762	81	June 21, 1892.....	33 years, 143 days	Senile decay.....	

O. S. STRANGE, M.D.,
Surgeon, Kingston Penitentiary.

KINGSTON PENITENTIARY,
INSANE ASYLUM, 1st July, 1892.

No. 10.

INSANE WARD, KINGSTON PENITENTIARY.

NOMINAL ROLL of Convicts admitted into the Insane Ward of the above Institution between the 1st July, 1891, and 30th June, 1892.

No.	Name.	Date of admission.	From whence received.		How disposed of.		Remarks as to present state of those under treatment.
			Kingston Penitentiary.	Cured.	Improved to resume work.	Remaining under treatment 30th June, 1892.	
1	White Eye A.	July 8, '91	1	1	This man suffering from epilepsy is not insane, but committed for safety.
2	White Eye A.	Sep. 10, '91	1	.....	.....	1
3	Gilbaut, Octave.	Dec. 30, '91	1	1	Slight improvement.
4	Johnston, George.	do 31, '91	1	1	.....	.....
5	Harrison, Valentine.	Jan. 11, '92	1	1	No improvement.
6	Berrill, George.	Feb. 9, '92	1	.....	1	.....
7	Andrews, William.	May 16, '92	1	.....	.....	1
8	Berrill, George.	Mar. 16, '92	1	1	.....	.....
9	Thomas, Charles.	Jun. 7, '92	1	.....	1	.....
	Total. ....	.....	9	3	3	3

O. S. STRANGE, M.D.,

Surgeon, Kingston Penitentiary.

No. 11.

REPORT OF THE MATRON.

KINGSTON PENITENTIARY, 30th June, 1892.

SIR,—I herewith submit my annual report of the work performed in the female department of this penitentiary.

During the past year there were 1 death, 2 pardons, 3 discharges, 8 received, leaving 26 at present.

I am, sir,
Your obedient servant,

R. A. FAHEY,
Matron.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries

Department of Justice.

No. 12.

RETURN of Work done in Female Department for the Year ended 30th June, 1892.

No. of Articles.	Work done.	Equal to Days.	Rate per Day.	Amount.	Total.
			Cents.	\$ cts.	\$ cts.
131	Fine shirts.	131	30	39 30	
203	Cotton shirts.	203	30	60 90	
228	Pillowslips.	38	30	11 40	
333	Sheets.	167	30	50 10	
1060	Towels.	88	30	26 40	
173	Handkerchiefs.	15	30	4 50	
89	Pairs mitts.	189	30	26 70	
208	Pairs socks.	208	30	62 40	
141	Pairs sleeves.	141	30	42 30	
701	Pairs drawers.	701	30	210 30	
508	Flannel shirts.	508	30	152 40	
3	Surplices.	3	30	0 90	
	Making carpet.	3	30	0 90	
					686 70
	<i>Female Prison.</i>				
	Sewing and knitting, house work, washing, cooking.	3,285	30		1,015 00
	<i>Government Contract.</i>				
156	Flannel shirts.	156	30		46 80
					1,748 50

R. A. FAHEY,
Matron.

No. 13.

REPORT OF THE SCHOOLMASTER.

KINGSTON PENITENTIARY, 30th June, 1892.

SIR,—I have the honour to submit my annual report of the school in this penitentiary for the year ended 30th June, 1892.

The conduct of the men and progress made has been very satisfactory. Number of scholars on roll 98, with an average daily attendance of 90. The branches taught are reading, writing, spelling and elementary arithmetic. Those who attend school appear to fully appreciate the privilege extended to them. Many thanks are due the warden for the interest he has taken in this department, also to the chaplains and assistant teachers for their zeal in the cause of education.

I have the honour to be, sir,
Your obedient servant,

J. B. P. MATHEWSON,
Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 14.

COMPARATIVE STATEMENT of the Movements of Convicts in the Kingston Penitentiary for ten years preceding the 30th June, 1892.

Years.	ADMISSIONS.						DISCHARGES.										TOTAL.		REMAINING AT END OF YEAR.		Yearly Average.										
	Common Jails		Other Penitentiaries		Recapture.		TOTAL.		Remission of Sentence.		Pardon.		Sent to Asyl.		Suicide.		Deaths.		Escapes.			Removed by order of court.		Other Penitentiaries.		Sent to Reformatory.		TOTAL.		REMAINING AT END OF YEAR.	
	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.		Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.
1882-83.	125	4	4	8	129	12	141	144	8	30	6	10	3	193	8	201	572	22	594	563											
1883-84.	114	12	1	8	115	12	127	140	5	28	1	9	1	179	6	186	446	28	474	500 ^{3/4}											
1884-85.	195	4	1	7	196	11	207	117	8	22	2	5	2	146	8	154	496	41	537	500 ^{3/4}											
1885-86.	207	8	8	8	207	8	215	122	8	26	7	4	4	166	8	174	537	41	578	548 ^{3/4}											
1886-87.	148	2	2	2	148	2	150	123	14	28	2	6	2	174	13	187	501	25	526	571 ^{1/2}											
1887-88.	145	10	4	4	149	10	159	143	13	22	2	4	2	174	13	187	501	25	526	553 ^{3/4}											
1888-89.	176	7	3	3	179	10	189	126	4	17	1	6	1	151	6	157	430	24	454	552											
1889-90.	175	4	5	4	180	8	188	113	6	17	5	7	1	146	12	158	565	21	586	577 ^{1/2}											
1890-91.	154	10	1	4	156	14	170	126	9	17	5	8	1	158	11	169	562	24	586	577											
1891-92.	108	2	6	6	108	8	116	121	2	32	2	8	1	164	6	170	506	26	532	562 ^{3/4}											
	1547	63	19	32	1567	95	1662	1275	77	289	12	67	23	1037	94	1131	3266	216	3482												

Department of Justice.

No. 15.

STATEMENT of the Movements of Convicts at the Kingston Penitentiary for the Year ended 30th June, 1892.

Description.	Male.	Female.	Total.	Male.	Female.	Total.
Remaining at midnight of the 30th June, 1891.....				562	24	586
Received since:—						
From common jails.....	108	2	110			
From other penitentiaries.....		6	6	108	8	116
				670	32	702
Discharged since:—						
By remission of sentence.....	121	2	123			
Pardon.....	32	2	34			
Escape.....	2		2			
Death.....	8	1	9			
Sent to asylum.....	1	1	2			
				164	6	170
Remaining at midnight of the 30th June, 1892.....				506	26	532

No. 16.

LIST of Convicts who have been pardoned out of the Kingston Penitentiary during the Year ended the 30th June, 1892.

No.	Name.	Crime.	Place.
1	William Hayes.....	Rape.....	York.
2	Mortimer Schell.....	Larceny.....	Bruce.
3	Frederick Jarvis.....	Shopbreaking and larceny.....	Waterloo.
4	Nellie Taylor.....	Larceny.....	Westmoreland.
5	James Ogelvie.....	do.....	York.
6	Edgar Teadman.....	Burglary.....	Stormont, D. and G.
7	Harry Horsey.....	Arson.....	Frontenac.
8	Maude Stephenson.....	Larceny.....	Annapolis.
9	Henry Harding.....	Murder.....	Essex.
10	Victor Milburn.....	Forgery.....	Peterborough.
11	James Washington.....	Post office robbery.....	Essex.
12	William Baldwin.....	Larceny.....	Victoria.
13	Clove Baldwin.....	do.....	do
14	Alexander Newman.....	Arson.....	Frontenac.
15	Robert Murphy.....	Manslaughter.....	Quebec.
16	Edward Cardo.....	Rape.....	York.
17	Charles Carey.....	do.....	Perth.
18	Arthur P. Davis.....	Murder.....	York.
19	Geo. Catellier.....	Post office robbery.....	Carleton.
20	S. L. Hollingsworth.....	do do.....	do
21	E. H. Hayes.....	do do.....	do
22	Duncan Currie.....	Larceny.....	Bruce.
23	John Lamb.....	Larceny and burglary.....	Norfolk.
24	William Buckley.....	Rape.....	Quebec.
25	Christie Carter.....	Larceny.....	Carleton.
26	Arthur Pinel.....	Post office robbery.....	York.
27	William Jones.....	Larceny.....	Bruce.
28	John Grey.....	do.....	Elgin.
29	Wm. Minnhinick.....	do.....	do
30	Thomas Agget.....	Murder.....	Stormont, D. and G.
31	Timothy Depew.....	Robbery.....	Wentworth.
32	Joseph Gigg.....	Arson.....	Ontario.
33	Chas. H. Brown.....	Forgery.....	Kent.
34	Henry Sare.....	Burglary.....	Middlesex.

No. 17.

RETURN of Convicts who have died in the Kingston Penitentiary during the Year ended 30th June, 1892.

No.	Name.	Crime.	Place.
1	Erastus Hotchkiss.....	Murder.....	Leeds and Grenville.
2	John Sullivan.....	Larceny.....	Halton.
3	Geneviève Narbonne.....	Accessory to murder.....	Terrebonne.
4	George Elliott.....	Burglary.....	York.
5	Walter Coad.....	Larceny and horse-stealing.....	Simcoe.
6	Wm. Marshall.....	do receiving.....	Wentworth.
7	Murces Rogero.....	Doing grievous bodily harm.....	York.
8	Peter Connors.....	Larceny.....	do
9	Jeremiah Breman.....	Rape.....	Perth.

No. 18.

RETURN of Convicts recommitted to the Kingston Penitentiary for the Year ended 30th June, 1892.

No.	Name.	1st Recompitment.	2nd Recompitment.	3rd Recompitment.	4th Recompitment.
1	Elizabeth Phelan.....	1			
2	Michael Callaghan.....				1
3	Richard Harris.....			1	
4	Thomas Johnston.....	1			
5	George Clark.....			1	
6	Stanley McFarlane.....			1	
7	James Collins.....			1	
8	John Ross.....			1	
9	Amedée Paquette.....			1	
10	John Stoddard.....	1			
11	George Murray.....	1			
12	David Dunlop.....	1			
13	George Stone.....	1			
14	James Clark.....	1			
15	Frank Ryan.....	1			
16	Edward Gingras.....	1			
17	Frank Churchill.....	1			
18	Charles McGee.....	1			
19	Thos. Spellman.....				1

Department of Justice.

No. 19.

SUMMARY of Punishments awarded at the Kingston Penitentiary for the Year ended
30th June, 1892.

Months.	Lose Tobacco.	Reduced in grade.	No. in Dark Cells.	No. in Solitary Cells.	No. flogged.	No. of Lashes inflicted.	No. who have lost Remission.	No. deprived of School.	No. deprived of Library.	No. who lost Light.	No. admonished.
1891.											
July.....			19				18				9
August.....			28	2			25				4
September.....			27	2	1	36	28	2	2	3	4
October.....			4				5	1			4
November.....			15	2			9				12
December.....			4				1				1
1892.											
January.....		1	4				3			3	2
February.....	2	1	2				2				
March.....		2	7	1			9				4
April.....	1	1	3				2		1		2
May.....			8	1	1	36	8			1	1
June.....		1	7						2		1

No. 20.

RETURN showing the Remission of Sentence earned by Convicts discharged from
the Kingston Penitentiary during the Year ended 30th June, 1892.

No. of Men.	No. of Days.	No. of Men.	No. of Days.	No. of Men.	No. of Days.	No. of Men.	No. of Days.
1	15	1	143	1	174	1	362
1	78	1	145	1	175	13	365
1	84	1	146	3	178	1	499
2	89	1	150	24	180	1	534
3	91	1	151	1	230	1	535
1	93	1	156	1	263	1	536
10	96	1	157	1	269	3	546
1	101	1	159	8	270	1	623
1	108	2	160	2	313	1	801
1	124	2	165	1	318	2	810
1	132	1	166	1	326	1	820
2	133	2	167	2	352	1	822
1	136	1	168	1	353	1	1,128
1	137	44	.....	1	354	1	.....
1	138	1	173	2	361	123	.....

No. 21.

RETURN showing the value of Labour and number of Days' Work, exclusive of Material, done in the Kingston Penitentiary during the Year ended 30th June, 1892.

Various Departments.	No. of Days.	Value.	
		\$	cts.
Carpenter and trades department.....	14,277	7,138	50
Masons and stonecutters.....	64,376	32,188	00
Blacksmith and machine shops.....	9,711	4,855	50
Tailor shop.....	12,113	6,056	50
Shoe shop.....	6,611	3,305	50
Female prison.....	5,736	1,720	80
Farm, stables, teamsters, &c.....	6,784	2,713	60
Bakery.....	1,840	920	00
Dining hall, kitchen, and library.....	6,573	2,629	20
Wings and officers' mess room.....	6,429	2,571	60
Wash-house.....	2,568	1,027	20
Dry room.....	7,700	3,080	00
Grist mill.....	600	240	00
		68,446	40

No. 22.

RETURN showing the number of Volumes in the General Library of the Kingston Penitentiary, the number of Convicts who have used books, number of volumes issued during the Year and the number added.

		Total.
Number of volumes at beginning of year.....	2,646	
do do added since.....	405	
		3,051
do prisoners using Library.....		371
do volumes issued.....		12,513

Department of Justice.

No. 23.

STATEMENT of Expenditures and Receipts of the Kingston Penitentiary Flour Mill, for the Year ended 30th June, 1892.

Description.	Rate.	Debits.	Credits.
	\$ cts.	\$ cts.	\$ cts.
To 2,624 $\frac{3}{8}$ bush. wheat.....	1 17 $\frac{1}{2}$	2,952 97	
2,434 $\frac{3}{8}$ do	1 17	2,848 91	
724 $\frac{3}{8}$ do	1 06	767 83	
Miller's salary.....		700 00	
600 days' labour of two convicts.....	0 40	240 00	
30 tons coal.....	4 30	129 00	
Oils, &c.....		20 00	
By 2,820 bags of flour.....	2 46		6,937 20
261 $\frac{1}{8}$ tons of bran.....	16 00		425 00
8 $\frac{1}{2}$ tons of shorts.....	17 00		147 42
Grinding for stable and farm.....			30 00
Balance.....			119 09
		7,658 71	7,658 71

P. O'CONNOR,
Miller.

No. 24.

FARM ACCOUNT, Kingston Penitentiary, for the Year ended 30th June, 1892.

DR.

CR.

Description.	Amount.	Description.	Rate.	Amount.
	\$ cts.		\$ cts.	\$ cts.
To Farm and garden seed.....	95 93	By 90 tons hay.....	8 00	720 00
Manure.....	109 25	70 tons straw.....	5 00	350 00
Sulphur.....	4 20	900 bush. potatoes.....	0 40	360 00
Ginger.....	2 20	1,500 do oats.....	0 35	525 00
Sulphuric acid.....	1 80	400 do pease.....	0 70	280 00
Saltpetre.....	75	1,100 do barley.....	0 50	550 00
Labour, 20 convicts.....	2,110 00	200 do carrots.....	0 40	80 00
Salary, farm instructor.....	700 00	1,000 do beets.....	0 40	400 00
do 2 guards.....	1,000 00	600 do parsnips.....	0 50	300 00
do 1 guard.....	400 00	52 do beans.....	1 00	52 00
2 span horses.....	600 00	100 do tomatoes.....	0 50	50 00
2 teamsters.....	700 00	50 do corn.....	0 50	25 00
Pig feed from dining hall.....	75 00	237 do onions.....	1 00	237 00
Balance.....	224 87	600 do turnips.....	0 30	180 00
		200 heads cauliflowers.....	0 10	20 00
		3,000 do celery.....	0 03	90 00
		5,000 do lettuce.....	0 01	50 00
		15,000 do cabbage.....	0 05	750 00
		400 doz. ears green corn, per doz	0 10	40 00
		500 bunches herbs.....	0 05	25 00
		12,000 lbs. pork.....	0 07	840 00
		100 loads pumpkins.....	1 00	100 00
	6,024 00			6,024 00

N. P. WOOD,
Farmer.

Department of Justice.

No. 26.

DETAILS of Expenditure of Kingston Penitentiary for the year ending 30th June, 1892.

<i>Staff Salaries.</i>	\$ cts.	<i>Uniforms, Officers'—Concluded.</i>	\$ cts.
Warden, M. Lavell.....	3,000 00	Cement, bristles, boot polish and laces.....	18 75
Deputy warden, William Sullivan.....	1,500 00	Beeswax, sweat bands, boot web and shoe thread.....	27 60
Surgeon, O. S. Strange.....	1,800 00	Nails, tacks, awls and eyelets.....	7 98
Accountant, S. W. Scobell.....	1,200 00	Art Journal, Book of Fashions, tailoring department.....	10 00
Chaplain (Pro.), Rev. C. E. Cartwright do (R.C.), Rev. J. S. Quinn.....	1,200 00		<hr/>
Warden's clerk, Robert R. Creighton.....	800 00		2,979 40
Chief keeper, Robert Hewton.....	900 00		
Storekeeper, P. O'Donnell.....	1,000 00	<i>Rations.</i>	
Chief instructor, James Adams.....	1,300 00	Beef, 14,876 lbs. at \$6.40 per cwt.....	9,520 64
Engineer, James Devlin.....	1,300 00	Mutton, 6,358 lbs. at \$7 per cwt.....	445 02
Electrician, Charles Baylie.....	800 00	Sugar, 17,197 lbs. at 4½c.....	752 37
Steamfitter, Charles Munroe.....	700 00	Tea, 3,595 lbs. at 20c.....	719 00
Steward, James Weir.....	900 00	Butter, 6,054 lbs. at 17c.....	1,029 18
Hospital overseer, Wm. A. Gunn.....	530 00	Barley, 6,587 lbs. at 2½c.....	164 68
Schoolmaster, divided among 4 guards.....	590 00	Rice, 5,137 lbs. at 4c.....	205 48
Messenger, M. J. Kennedy.....	600 00	Oatmeal, 692 lbs. at 2¾c.....	19 03
Matron, Rose Ann Fahey.....	260 00	Salt, 39,962 lbs. at ½c.....	199 81
Deputy matron, Mary Smith.....	700 00	Tobacco, 2,400 lbs. at 50c.....	1,200 00
Miller, P. O'Connor.....	700 00	Vinegar, 388 galls. at 14c.....	54 33
Baker, Wm. Coward.....	700 00	Pepper, 420 lbs. at 10c.....	42 00
Farmer and gardener, Neil P. Wood.....	700 00	Fish, 3,175 lbs.....	131 00
Trade instructors, 4 at \$700.....	2,800 00	Wheat, 5,793 bush.....	6,579 98
do 1.....	690 00	Flour, 515 bags.....	1,339 00
do 2 at \$630.....	1,260 00	Bacon, 11,598 lbs.....	975 85
do 1.....	600 00	Potatoes, 3,428 bush.....	1,220 00
Keepers, 2 at \$600.....	1,200 00	Beans, 43 bush.....	53 90
do 1.....	590 00	Pease, 39 bush.....	13 85
do 1.....	530 00	Onions, 9 bush.....	10 38
do 3 at \$500.....	1,500 00	Malt, hops and yeast.....	58 47
Guards, 29 at \$500.....	14,500 00	Lard, 570 lbs.....	51 30
do 2 at \$460.....	920 00	Eggs, raisins and currants.....	31 40
do 7 at \$430.....	3,010 00	Sundries for 'Xmas.....	104 48
do 4 at \$400.....	1,600 00		<hr/>
Supernumeraries, 2 at \$500.....	1,000 00		24,921 15
Stoker, 1.....	500 00		
Teamsters, 2 at \$400.....	800 00	<i>Convicts' Clothing.</i>	
do 2 at \$300.....	600 00	Grey and checked cloth, 1,483 yds.....	710 02
Supplementary guards during sickness among the officers.....	285 27	Grey flannel, 2,211 yds.....	885 85
	<hr/>	Grey cloth, 2,769 yds.....	1,246 28
	54,665 27	Moleskin, 904 yds.....	336 00
<i>Gratuities.</i>		Forfar linen, 658 yds.....	141 32
Sarah Burke, sr.....	261 14	Crash lining, 1,160 yds.....	126 00
Jeremiah O'Driscoll.....	967 43	Silesia lining, 102 yds.....	11 97
	<hr/>	Cotton, grey, 2,876 yds.....	229 74
	1,228 57	Duck, 560½ yds.....	96 10
<i>Uniforms, Officers'.</i>		Drilling, 2,474 yds.....	228 62
Blue serge, 1,197¾ yds.....	713 19	Shirting, 347 yds.....	37 48
Worsted coating, 259 yds.....	314 74	Print, 59 yds.....	9 08
Broadcloth, 28 yds.....	106 40	Flannel, white, 25 yds.....	12 50
Silesia and Italian cloth, 1,321 yds.....	267 40	Coating, 23 yds.....	15 20
Tweed and grey frieze cloth, 236½ yds.....	160 88	Woollen yarn, 942 lbs.....	394 15
Print and Holland, 742 yds.....	70 91	Linen and cotton spools.....	185 65
Twilled cotton and canvas, 268 yds.....	31 09	Woollen scarfs, mufflers and shawls.....	82 00
Doeskin, 31¾ yds.....	49 21	Straw hats and bonnets.....	40 34
Grey cotton and hair cloth, 193 yds.....	19 24	Needles, thimbles, tape measures and buttons.....	137 16
Merino and towels.....	34 74	Scissors, tailors' irons and benzine.....	49 81
Officers' gold crowned buttons.....	150 50	Neatsfoot oil.....	33 67
do fur caps and hats.....	86 09	Beeswax and crayons.....	15 25
do braid.....	54 49	Stay binding and tape.....	33 30
Machine and silk twist.....	88 05	Leather, sole, 2,590 lbs.....	417 15
Linen and cotton spools.....	89 60	do split.....	51 89
Wadding, buttons and hooks and eyes.....	41 55	do russets for mitts.....	86 35
French and Canadian kip leather.....	225 84	do upper.....	83 75
Pebble and welt leather.....	91 83	do calfskins.....	9 80
Russets and kid skins.....	30 25	Brushes, bristles, cement and emery straps.....	32 15
Sole leather, 1,029 lbs.....	190 36	Sponges, ink, camphor, needles and shoe thread.....	23 10
Gloves and mitts.....	98 71		

No. 26.—DETAILS of Expenditure of Kingston Penitentiary, &c.—Continued.

<i>Convicts' Clothing—Concluded.</i>		\$	cts.	<i>Chapels—Concluded.</i>		\$	cts.		
Boot tree, sand-paper and wax.....		26	16	Oil and wine, for communion.....		4	38		
Knives, rasps and pegs.....		17	25	Incense, &c., &c.....		7	20		
Nails, tacks, awls and leather boot laces		61	30	Dusters and covers.....		4	05		
J. Cunningham,—				Oil-cloth and glue.....		8	01		
2 new sewing machines and repairing		160	62	Tuning organ, R. C. chapel.....		5	00		
old ones.....		56	79						
Freight on cloth, &c.....						532	13		
		6,083	80	<i>Interments.</i>					
<i>Convicts' Travelling Allowance.</i>				Clothing and fittings of 4 convicts.....				8	00
1 convict.....		4	00	<i>Library.</i>					
1 do.....		5	00	Books for library.....		202	51		
1 do.....		6	00	Duck for covering books, 20 yds.....		3	50		
22 do \$8.00.....		176	00	Drill do do 30 yds.....		4	50		
6 do \$9.00.....		54	00	Glue do do.....		6	10		
56 do \$10.00.....		560	00						
3 do \$11.00.....		33	00			216	61		
33 do \$12.00.....		396	00	<i>Escapes.</i>					
1 do.....		12	30	Officer's expenses in search of convict					
1 do.....		14	00	Wm. McKay.....		21	83		
20 do \$15.00.....		300	00	Officer's expenses in search of convict					
9 do \$20.00.....		180	00	Manson.....		10	40		
2 do \$25.00.....		50	00	Officer's expenses in search of convict					
1 do.....		30	00	Ferguson.....		55	57		
		1,820	30	Donation to Toronto police.....		50	00		
<i>Discharge Clothing.</i>						137	80		
Cloth, tweed, 1,472 yds.....		885	03	<i>Hospital.</i>					
Cloth, Italian, 435 yds.....		114	92	Milk, 1,395 galls at 16c.....		223	90		
Canvas, 1,000.....		80	00	Hospital comforts.....		16	10		
Drilling, 798½ yds.....		78	77	Sundries for Xmas dinner.....		9	53		
Cotton, white, 614 yds.....		66	23	Carpets, mats, baskets and dusters.....		21	28		
Print, 468 yds.....		26	39	Turpentine, lard and soap.....		22	70		
Holland, 149½ yds.....		21	53	Crockery and rubber sheeting.....		11	83		
Linen and cambric, 91 yds.....		14	08	Garth & Co., for copper boiler to bath..		129	83		
Hats and caps.....		150	63	Medicine.....		413	53		
Underclothing.....		157	00	Appliances and sundries.....		86	08		
Shawls and bonnets, for women.....		14	50			934	78		
Silesia, 657 yds.....		65	70	<i>Officers' Mess.</i>					
Cotton, grey, 121½ yds.....		10	23	Beef, 10,617 lbs. at \$6.40 per cwt.....		679	48		
Wadding.....		25	00	Mutton, 1,432 lbs. at \$6.40 do.....		91	75		
Linen thread, twist, machine silk and		123	40	Butter, 1,617 lbs. at 17c.....		274	21		
thread.....				Sugar, 920 lbs. at 4½c.....		40	25		
Collars, braces and ties.....		35	81	Tea, 160 lbs. at 20c.....		32	00		
Buttons, thimbles, &c.....		25	92	Bread, 6,080 lbs. at 1½c.....		91	20		
Woolen yarn, mufflers and socks.....		79	34	Flour, 1,900 lbs. at \$2.60 per cwt.....		33	80		
Leather, sole, 392 lbs.....		76	02	Potatoes, 294 bush. at 50c.....		147	00		
do Canadian and French kip, 160lbs		48	00	Coffee, 160 lbs. at 40c.....		84	00		
do pebble and sheepskins.....		13	32	Fish, 1,670 lbs.....		140	67		
do welt.....		8	50	Rice, 250 lbs.....		10	00		
Boot laces, shoe thread and bristles.....		12	51	Milk, 964 galls.....		154	24		
		2,132	83	Raisins, currants, figs, tapioca and corn					
<i>Bedding.</i>				starch.....		72	29		
Blankets and rugs, 843.....		1,215	65	Spices, essences, assorted peels and					
Ticking, 1,262 yds.....		189	37	mustard.....		34	34		
Sheeting, 890½ yds.....		89	03	Eggs and apples.....		53	52		
Cotton, twilled, 615 yds.....		57	43	Crockery, and knives and forks.....		25	60		
Needles and twine.....		12	25			1,964	35		
Iron eyes and bolts.....		11	30	<i>Heating.</i>					
John Turner & Co.—				Coal, egg, 2,063 ⁷ / ₁₆ tons at \$4.58.....		9,448	88		
1 wire weaving machine.....		75	00	do soft, 100 tons at \$4.70.....		470	00		
		1,650	03	do chestnut, 19½ ³ / ₄ tons at \$4.72.....		94	10		
<i>Chapels.</i>				Wood, hard, 206½ cords at \$3.95.....		816	33		
Organ for Protestant chapel.....		400	00	Castings.....		43	92		
Carpets, 37½ yds.....		39	38	Repairs to boilers.....		29	00		
Candles, wax, 33 lbs.....		13	95						
Vestments, &c., &c.....		50	16						

Department of Justice.

No. 26.—DETAILS of Expenditure of Kingston Penitentiary, &c.—Continued.

<i>Heating—Concluded.</i>	\$ cts.	<i>Maintenance of Machinery.—Con.</i>	\$ cts.
Steam hose	31 00	Patent drills, Swede iron and machine steel	16 18
Canada plate	19 95	Twine and candle wick	7 15
Nozzles, flanges, elbows, &c., &c.	73 43	Parker & Evans, machine oil and boiler compound	454 96
Steel scoops, flue cleaners, and water pan	19 47	John Markum, machinery	103 25
	11,046 08		1,237 70
<i>Light.</i>		<i>Armoury.</i>	
Coal, egg, 558,122 tons at \$4.58	2,556 08	12,000 cartridges	10 80
do oil, 773 galls	121 36	Cleaning fire-arms	48 00
Polson Iron Works, boiler	899 00		58 80
John Markum	542 70	<i>Kitchen.</i>	
J. Muckleston & Co.	258 00	Soap, 8,804 lbs. at 4c	352 16
Perkins Electric Lamp Co	228 00	Potash, 1,150 lbs.	57 50
Toronto Construction Co.	335 15	Borax, 230 lbs.	32 48
Gas oil, 3,200 galls.	144 00	Brooms, 40 doz. at \$2.54	100 00
Fire-brick and clay	154 26	Starch and blue	22 35
Elbows, T., clamps, valves, sockets and rings	91 81	Spoons, knives and forks	44 80
Machine oil and boiler compound.	110 30	Goggles and spectacles	10 25
Silk cord, lamps, reflectors, and rubber tubing	43 00	Brushes and combs	20 61
Oil covers, flanges, sand-paper and saw-dust	25 42	Meat cutter and potato peeler	7 10
Candles and matches	49 59	Pots and kittles, locks and keys	8 05
Belting, files and copper	60 16	8 boxes tin, at \$6.75	54 00
Castings and sockets	136 55	Common soap and toilet, black lead	15 22
	5,755 38	Camphor, baskets, towels and shears	19 60
<i>Repairs to Buildings.</i>			744 12
Lumber	1,285 34	<i>Stationery.</i>	
Iron, assorted	161 44	Subscriptions to papers	6 00
Machine and caststeel, 3,086 lbs.	298 60	Cutting padding pads	1 80
Castings, sheet iron, lowmoor iron and galvanized iron	108 11	Stationery account	642 87
Nails, tacks, bolts, hinges and butts	125 55	Queen's Printer's account	175 34
Screws, sheet lead, zinc and wire	177 46		826 01
Tools, carpenters', blacksmiths' and tinsmiths'	100 43	<i>Farm.</i>	
Shovels, locks and keys, hoop iron and sash fastening	90 20	Seeds, flower, garden and farm	98 03
Mixed paints for roofing	329 57	Manure	109 25
White lead, varnish, shellac, &c.	60 24	Tools and repairs	55 61
Glass, putty, whiting and ochre	54 82	Implements (farm)	15 86
Glue, sand-paper, chalk and fitches	57 40	Sulphur, rope and axle grease	16 60
Copperas, borax, solder and neatsfoot oil	41 93	Flower pots	6 00
Blue, gold leaf, sponges, &c.	12 57	1 pump	10 00
Buckles, hooks and eyes, rules, &c.	34 77	Pigs	510 00
Drills, washers, alabastine, &c.	72 30	1 team working oxen	125 00
Fire-clay, bricks and sand	88 27	D. McEachran, V. S.— Report on hog cholera	49 20
Coal, blacksmith, 54 tons	251 39	M. W. Sine, V. S.— Attendance at piggery	53 00
Wood, soft, 157 cords	433 33	Willow baskets	10 00
Cleaning drains	96 00	Plaster Paris and sulphuric acid	5 00
Cement, 82 brls	275 25	Bags, ginger and Paris green	11 75
Shingles and emery wheels	50 30		1,075 30
Boiled oil, 84 galls	56 37	<i>Stables.</i>	
Manilla rope and brushes	105 21	Harness, repairing, and leather	115 15
	4,366 85	Trimnings for carriages, &c.	11 29
<i>Maintenance of Machinery.</i>		Brushes, blacking and castor oil	10 80
Packing and cotton waste	250 10	Rim spokes, iron and needles	21 64
Flanges, elbows, globes, pipe and T.	131 83	Whips, saddle gong and nails	9 25
Belting, lacing and oilers	77 87	Blankets, liniment and common soap	16 73
Twist drills and wrenches	42 05	M. W. Sine; veterinary surgeon	50 00
Repairs to boilers	48 63		234 86
Cashman chuck	35 00		
Steam pump fittings	40 00		
Copper and steel wire, files and knives	23 86		
Steam gauge, bolts and polish	6 82		

Department of Justice.

No. 26.—DETAILS of Expenditure of Kingston Penitentiary, &c.—Concluded.

<i>Hospital Department—Continued.</i>	\$ cts.	<i>Hospital Department—Concluded.</i>	\$ cts.
Liquor ammon. fort., 4 lbs.	0 80	Tincture scillæ, 3 lbs.	1 20
do potassæ, 4 lbs.	0 60	do tolu, ½ oz.	0 33
Magnes. carb., 1 lb.	0 20	do valerian, 1 lb.	0 40
do sulph., 155.	3 10	do zingiberis, 2 lbs.	0 90
Morphine sulph., ¼ oz.	0 53	Terebene, ¼ lb.	0 40
Oil, cedar, 4 oz.	0 40	Ung. carbolic, 1 lb.	0 30
do morrhuæ, 2½ galls.	3 14	do ferri persulph, 1 lb.	0 40
do olivæ opt., 8 lbs.	1 56	do gallæ co., 1 lb.	0 90
do ricini, 40 lbs.	4 80	do iodi., 1 lb.	0 60
Paris green, ½ lb.	0 15	do resinæ, 1 lb.	0 40
Pil. aloin, 25.	0 20	do simplex, 2½ lbs.	1 15
do aloin co., 500.	1 50	Vaseline, 15 lbs.	3 00
do aloin co. c. podoph, 1000.	3 00	Vin. ipecac, 4 lbs.	1 80
do atropine, 100.	0 40		
do cath. co. imp., 3 lbs.	5 25		413 53
do hydrarg., ¼ lb.	0 50	<i>Appliances, Sundries, &c.</i>	
do hyoscine, 100.	1 25	Absorbent cotton, 1 lb. 14 oz.	0 96
do morph., ¼ gr. 500.	2 00	Atomizer bulb, 1.	0 50
do morph., ¼ gr., 500.	2 50	Boxes, chip, 1 gross.	1 60
do rhei co., 100.	0 50	do folding pill, 1,000.	2 50
do salol, 200.	1 60	do paper pill nest, 1 doz.	1 75
Plumb. acet, 1 lb.	0 15	Brush, sable, 1.	0 40
Podophyllin, 1 oz.	0 50	Bedpans, 3.	3 75
Potass. bicarb, 9 lbs.	2 70	C. H. pencils, 1 doz.	0 25
do bromide, 9 lbs.	5 40	Capsules, empty, 800.	1 50
do carb., 5 lbs.	1 50	Caustic holders, 2.	2 10
do chlor. pulv., 8 lbs.	2 00	Caustic points, 2.	0 17
do iodi., 1 lb.	4 00	Corks, 17 gross.	6 05
do nitras pulv., 5 lbs.	0 50	Electro silicon, 2.	0 30
Prescription, 73612.	0 40	Eye shades, 6.	0 75
do 73766.	0 30	Feeding mugs, 3.	1 20
Pulv. capsici, ¼ lb.	0 08	Fly paper, 1 doz.	0 50
do ipecac, ¼ lb.	2 63	do holders, 2.	0 10
do ipecac co., 1½ lbs.	2 63	Glass gallipots, 4-oz., 11.	1 10
Pulv. opii, 2 oz.	0 90	do 1-lb., 9.	1 85
do rhei, ¼ lb.	0 80	Indelible ink, 1 bottle.	0 20
do seidlitz, 10 doz.	2 60	Insect powder, ¼ lb.	0 25
Quinine sulph, 15 oz.	7 50	Lint, 3½ lbs.	2 80
Resin alb., 1 lb.	0 05	Medicine glasses, 1-oz., 1 doz.	0 95
Sapo hisp., 6 lbs.	0 90	do 2-oz., ½ doz.	0 50
Sodæ biboras, 1 lb.	0 20	Mortar, wedgewood, 1.	1 00
do bicarb., 3 lbs.	0 60	Moth camphor, ½ lb.	0 25
do et pot. tart., 8 lbs.	3 20	Paper cups, antiseptic, 15.	0 32
Spts. ammon. arom., 47 lbs.	21 15	Reagent case, 1.	2 75
do eth. nitras, 9 lbs.	4 50	Repairs Semple's inhaler.	0 50
do frumenti, 26½ galls.	53 50	Silver wire, ½ oz.	0 25
do methyl., ½ gall.	1 25	Soda mint, 1.	0 25
do myrcæ, 1 lb.	0 40	Spectacles, 3.	3 50
do terebinth, 4 lbs.	0 32	Splints, felt, adjustable.	14 50
do vini gallici, 8 oz.	0 25	Sponges, 18.	2 10
do do rect., 2-3-4-8 galls.	8 54	Syringes, eye, 3.	0 50
Sulphur, 36 lbs.	1 80	do glass, 3.	0 45
Syrup hypophos. hemat., 3 lbs.	2 50	do I. R., 3.	1 92
do scillæ, 2 lbs.	0 56	Suppositories.	0 25
do trifol. co., 3 lbs.	2 75	Suspensories, 1 doz.	1 51
do ferri iodi., 5 lbs.	2 50	Trusses, double, 2.	3 00
Tincture aconite, 3 lbs.	1 35	do single, 3.	2 25
do belladonnæ, 5½ lbs.	2 30	Urinals, 8.	5 40
do camph. co., 39 lbs.	12 48	Vaccine points, 30.	3 75
do canthar., 6 oz.	0 25	Vials, 2-oz., 6 doz.	1 25
do cardam. co., 1 lb.	0 35	do 4-oz., 6 doz.	1 63
do catechu, 35 lbs.	13 65	do 8-oz., 13 doz.	4 60
do cinchon. co., 2 lbs.	0 90	do 16-oz., 1½ doz.	1 87
do digital., 4 lbs.	1 60	do 32-oz., 2 doz.	0 25
do ferri mur., 1 lb.	0 20		
do gent. co., 4 lbs.	1 20		
do hyoseyam., 10½ lbs.	4 20		
do iodi., 3 lbs.	2 10		
do opii, 6 lbs.	4 20		
		Grand Total.	139,385 51

No. 27.

DR. BALANCE SHEET, Kingston Penitentiary, 30th June, 1892.

CR.

	\$ cts.		\$ cts.
Buildings, lands, &c	856,490 16	Balance	1,007,006 87
Protestant chapel, library and school	3,007 57		
Roman Catholic library and chapel	1,541 43		
Engineer's department	67,473 00		
Storekeeper's department	1,352 28		
Chief trade instructor's department	5,288 65		
Sundries in yards and wharf	1,135 75		
Steward's department	24,482 91		
Tailor's department	4,188 31		
Shoe department	1,320 54		
Carpenter's department	2,601 64		
Blacksmith's department	1,311 96		
Mason's department	293 73		
Hospital and asylum	2,647 32		
Armoury	1,718 69		
Female prison	1,554 45		
Stables and farm	3,024 10		
Stonecutter's department	2,829 51		
Quarry and railroad	1,394 75		
Grist mill	3,198 36		
Office furniture	424 70		
North lodge	124 31		
West lodge	25 00		
Towers (furniture)	87 45		
Public Works Department, stores	4,906 54		
Electric light stock	13,923 41		
Bakery	485 30		
Outside labouring gang	175 05		
	1,007,006 87		1,007,006 87
To Balance investment	1,007,006 87		

S. W. SCOBELL,
Accountant.

Department of Justice.

No. 28.

List of Officers in the Kingston Penitentiary on the 30th June, 1892, giving Rank, Nationality, Religion, Age, &c.

Name.	Rank.	Nationality.	Religion.	Age.	Date of Appointment.	Salary.	Remarks.
Michael Lavelle	Warden	Canada	Protestant	67	Feb. 3, 1885	\$ 3,000 00	
William Sullivan	Deputy warden	Ireland	Catholic	56	Sept. 1, 1881	1,500 00	
Rev. C. E. Cartwright	Protestant chaplain	Canada	Protestant	54	Oct. 25, 1875	1,200 00	
Rev. J. S. Quinn	Catholic	Ireland	Catholic			1,200 00	
Orlando S. Strange, M.D.	Surgeon	Canada	Protestant	66	Feb. 9, 1885	1,200 00	
S. W. Sobell	Accountant	do	do	67	Dec. 1, 1879	1,200 00	
Robert R. Creighton	Warden's clerk	do	do	31	Feb. 1, 1882	800 00	
Robert Hewton	Chief keeper	do	do	50	March 14, 1887	900 00	
Patrick O'Donnell	Storekeeper	Ireland	Catholic	56	June 19, 1887	1,000 00	
James Adams	Clerk of works	do	Protestant	57	March 1, 1869	1,300 00	
James Adams	Engineer	Canada	Catholic	42	July 1, 1885	1,300 00	
James Adams	Electrician	do	Protestant	23	Oct. 1, 1890	800 00	
Charles Baylie	Stenamfiter	do	do	57	July 1, 1890	700 00	
Charles Munroe	Steward	Scotland	do	43	Oct. 31, 1876	900 00	
James Weir	Steward	Canada	Catholic	40	March 6, 1886	600 00	
Rose Ann Fahey	Matron	do	Protestant	42	June 1, 1889	260 00	
Mary Smith	Deputy matron	do	do	47	June 1, 1890	530 00	
William A. Gunn	Hospital overseer	do	Catholic	56	Sept. 26, 1872	590 00	
J. B. Mathewson	Schoolmaster	do	Protestant	56	Jan. 20, 1888	690 00	
Thomas Conley	Tailor instructor	do	do	42	Dec. 22, 1890	630 00	
Richard Young	Mason	Ireland	do	61	Nov. 1, 1859	700 00	
Michael Leahy	Stonecutter	England	Catholic	59	March 14, 1877	700 00	
Francis Tracy	Blacksmith	Ireland	do	43	Sept. 1, 1887	700 00	
Thomas Davidson	Carpenter	do	do	66	Jan. 1, 1890	630 00	
Robert Pogue	Shoemaker	do	do	52	June 1, 1885	700 00	
John Kerr	Quarry	Canada	do	39	Dec. 18, 1882	700 00	
Neil P. Woods	Farmer and gardener	Ireland	Catholic	37	June 6, 1878	700 00	
Patrick O'Connor	Miller	do	Protestant	56	Sept. 1, 1859	600 00	
William Coward	Baker	do	Catholic	35	Jan. 16, 1868	600 00	
J. B. Mathewson	Keeper	Ireland	Protestant	56	July 1, 1878	500 00	
James Evens	do	Canada	do	35	Sept. 7, 1864	600 00	
Alexander Atkins	do	Ireland	Catholic	50	Dec. 1, 1875	530 00	
Edward Mooney	do	Canada	do	41	Oct. 17, 1889	530 00	
Robert McCauley	do	England	Protestant	41	July 1, 1889	590 00	
John Mills	do	Ireland	Catholic	35	April 1, 1872	600 00	
Michael Brennan	do	Canada	do				
Michael Kennedy	Messenger	do	do				

No. 28.—List of Officers in the Kingston Penitentiary on the 30th June, 1892, giving Rank, &c.—*Concluded.*

Name.	Rank.	Nationality.	Religion.	Age.	Date of Appointment.	Salary.	Remarks.
Jeremiah O'Driscoll	Guard.	Ireland	Catholic.	61	Oct. 10, 1866.	500 00	
Bernard McGreen	do	do	do	55	March 1, 1859.	500 00	
Thomas Smith	do	Canada.	Protestant	56	March 19, 1860.	500 00	
John Scally	do	Ireland.	do	55	May 4, 1870.	500 00	
Thomas Moore	do	England.	do	48	May 9, 1870.	500 00	
George McCauley	do	Canada.	Catholic.	52	Oct. 2, 1876.	500 00	
Lawrence Walsh	do	do	do	48	Dec. 18, 1876.	500 00	
William Hurst	do	Ireland	Protestant	51	Nov. 13, 1877.	500 00	
Charles McConville	do	do	Catholic.	45	July 1, 1871.	500 00	
John Donnelly	do	United States.	do	37	Nov. 7, 1879.	500 00	
Robert Appleton	do	Canada.	Protestant.	48	July 1, 1880.	500 00	
John Kennedy	do	do	Catholic.	40	June 1, 1881.	500 00	
Charles Bostridge	do	England.	Protestant.	44	April 10, 1882.	500 00	
Thomas Thompson	do	Ireland.	do	49	May 18, 1883.	500 00	
John Darragh	do	Canada.	Catholic.	42	Feb. 1, 1884.	500 00	
James A. Rutherford	do	do	Protestant.	41	March 1, 1884.	500 00	
William McCormack	do	Ireland	do	44	March 1, 1884.	500 00	
Robert Weir	do	Scotland.	do	44	Oct. 18, 1879.	500 00	
Peter Beaupre	do	Canada.	Catholic.	32	Jan. 10, 1885.	500 00	
John Banister	do	do	Protestant.	49	May 23, 1885.	500 00	
James Doyle	do	do	Catholic.	32	May 27, 1885.	500 00	
Arthur McConville	do	do	do	30	July 1, 1885.	500 00	
Richard Atkins	do	do	Protestant.	32	April 1, 1885.	500 00	
William Mooney	do	do	do	34	July 1, 1885.	500 00	
Michael Keon	do	do	Catholic.	50	July 1, 1885.	500 00	
Thomas Pugh	do	do	Protestant.	40	July 1, 1885.	500 00	
Robert McCormack	do	do	do	43	Sept. 1, 1887.	500 00	
Thomas Tobin	do	Ireland	Catholic.	43	Sept. 1, 1887.	500 00	
William Coffee	do	England.	Protestant.	53	Dec. 1, 1885.	500 00	
Peter Moncrief	do	Canada.	do	30	Aug. 1, 1888.	460 00	
William Newman	do	Ireland	do	44	Oct. 1, 1888.	460 00	
Patrick Madden	do	Canada.	Catholic.	28	Aug. 1, 1889.	430 00	
Thomas Fowler	do	do	do	32	Aug. 1, 1889.	430 00	
Andrew Thompson	do	do	Protestant.	42	Aug. 1, 1889.	430 00	
William Holand	do	do	do	42	Aug. 1, 1889.	430 00	
F. R. Davis	do	do	do	42	Feb. 1, 1890.	430 00	
William Ryan	do	do	Catholic.	39	May 31, 1890.	430 00	
John Regan	do	do	do	34	July 1, 1890.	400 00	
Jno. R. Birmingham	do	do	Protestant.	34	Sept. 8, 1890.	400 00	

No. 29.

LIST OF CONVICTS received in the Kingston Penitentiary during the Year 1891-92, giving Civil State, Age, Trade, Education, Moral Habits, Religion, where sent from, Crime, Length of Sentence, &c., &c.

When received.	Name.	Civil State.	Commitments.	Age.	Read.	Write.	Total abstinence.	Temperate.	Intemperate.	Occupation.	Where Born.	Religion.	From where sent.	Crime.	Date of Sentence.	Term.	By whom sentenced.	Court.
1891.																		
July 7.	Charles Bourque	Single	1	36	Yes	Yes		1	Currier	Quebec	Catholic	Carleton	Burglary	July 4, 1891	3 years.	M. O'Gara	Police Court.	
do 9.	Daniel Cline	Married	1	38	do	do		1	Agent	United States	Methodist	Hastings	Horse-stealing	do 8, 1891	3 do	J. J. B. Flint	do	
do 22.	Jas. L. Coleman	do	1	31	do	do		1	Express agent	New Brunswick	Presbyterian	Lanark	Embezzlement and larceny	do 21, 1891	2 do	Judge Senkler	Co. J. Court.	
do 30.	Albert Corner	Single	1	19	do	do		1	Shoemaker	Ontario	Methodist	Wentworth	House-breaking	do 28, 1891	3 do	do Muir	do	
do 31.	John Shea	do	1	19	do	do		1	Sailor	do	Catholic	Perth	Burglary	do 29, 1891	5 do	do Woods	do	
do 31.	John Chambers	Married	1	35	do	do		1	Painter	do	do	do	do	do 29, 1891	5 do	do do	do	
Aug. 1.	Albert Robertson	Single	1	17	do	do		1	Farmer	do	Methodist	Lambton	Horse-stealing	do 25, 1891	3 do	do McKenzie	do	
do 4.	John Morrison	do	1	23	do	do		1	Labourer	United States	do	Simcoe	Shooting	Aug. 3, 1891	5 do	do	do	
do 4.	Geo. Smith	do	1	22	do	do		1	do	Ontario	Presbyterian	do	do	do 3, 1891	2½ do	do	do	
do 4.	James Dickson	do	1	21	No.	No.		1	do	Denmark	Methodist	do	do	do 3, 1891	2½ do	do	do	
do 10.	Michael Callaghan	do	4	41	Yes	Yes		1	Bricklayer	Ontario	Catholic	York	Larceny	do 6, 1891	3 do	G. T. Denison	Police Court.	
do 14.	Thos. Johnston	Married	2	26	do	do		1	Carpenter	do	Methodist	Carleton	Horse-stealing	do 12, 1891	3 do	do	do	
do 17.	Alfred Cress	Single	1	23	do	do		1	Shoemaker	do	do	Waterloo	Larceny	do 13, 1891	3 do	Judge Lacourse	Co. J. Court.	
do 18.	Joseph Selby	do	1	40	do	do		1	Labourer	do	Catholic	York	do and wounding	do 14, 1891	3 do	G. T. Denison	Police Court.	
do 21.	Daniel Wise	do	1	29	do	do		1	do	United States	do	Elgin	Sodomy	do 20, 1891	10 do	Judge Hughes	Co. J. Court.	
do 25.	Edward Delaney	do	1	29	do	do		1	Sailor	do	(Church of England)	Grey	Attempt to shoot	do 22, 1891	7 do	G. Spencer	Police Court.	
do 26.	Henry Sare	do	1	17	do	do		1	Labourer	Ontario	do	Middlesex	Burglary	do 12, 1891	5 do	E. J. Park	do	
Sept. 1.	Richard Harris	do	3	47	do	do		1	Tailor	England	Baptist	York	Larceny	do 29, 1891	3 do	G. T. Denison	do	
do 2.	John Callaghan	Married	1	34	do	do		1	Labourer	Ontario	Catholic	Wentworth	do	do 31, 1891	2½ years.	Judge Muir	Co. J. Court.	
do 4.	George Clarke	Single	3	32	do	do		1	Cigar maker	England	Church of England	York	Burglary	Sept. 1, 1891	2½ years.	G. T. Denison	Police Court.	
do 8.	Hiram Westover	Married	1	25	do	No.		1	Hostler	Ontario	Baptist	Elgin	Robbery	do 3, 1891	4 do	Judge Ermatinger	Co. J. Court.	
do 8.	James Glennie	Single	1	17	do	Yes		1	Farmer	do	Church of England	Simcoe	Burgery	do 7, 1891	2½ years.	do	do	
do 15.	Robt. McKenzie	do	1	20	do	do		1	Labourer	do	do	York	Larceny	do 12, 1891	3 years.	G. T. Denison	Police Court.	
do 19.	James Henry	do	1	30	do	do		1	Carpenter	do	Catholic	Wentworth	do and receiving	do 17, 1891	5 do	Judge Armour	Assize Court.	
do 19.	Alfred Hobbs	do	1	27	do	do		1	do	England	Church of England	do	do	do 17, 1891	5 do	do do	do	
do 19.	John Hyde	do	1	25	do	do		1	Labourer	do	Catholic	do	Larceny	do 17, 1891	3 do	do do	do	
do 21.	Alfred Barrett	do	1	18	do	do		1	Clerk	Quebec	do	Carleton	Forgery	do 18, 1891	2 do	do Street	do	
do 22.	Wm. Plummer	Married	1	35	do	do		1	Labourer	Ontario	Methodist	Kent	do and uttering	do 17, 1891	3 do	do McMahon	do	
do 22.	Geo. F. Pauluci	Single	1	33	do	do		1	Farmer	do	Church of England	do	do	do 17, 1891	5 do	do do	do	
do 22.	William Kenny	do	1	33	do	do		1	do	Quebec	Methodist	do	Assault and robbery	do 16, 1891	5 do	do do	do	
do 28.	Victor Thibault	Married	1	29	No.	No.		1	do	do	Catholic	Renfrew	Bigamy	do 25, 1891	2 do	do	do	
Oct. 2.	Isaac Clause	do	1	22	Yes	Yes		1	do	Ontario	Church of England	Haldimand	Horse stealing	do 23, 1891	2 do	Judge Upper	Co. J. Court.	
do 3.	Adam Singer	Single	1	38	No.	No.		1	Labourer	Germany	Catholic	York	Arson	do 26, 1891	10 do	do McDougall	do	
do 5.	Joseph Morpeau	Married	1	28	Yes	Yes		1	Farmer	Ontario	do	Stormont, D. and G.	Rape	do 30, 1891	7 do	do Street	Assize Court.	
do 8.	Michael Carlin	Single	1	26	No.	No.		1	Labourer	do	do	Victoria	Felony	Oct. 6, 1891	7 do	do Armour	do	
do 10.	Eli Scott	do	1	28	Yes	Yes		1	Barber	Quebec	Baptist	York	Larceny	do 8, 1891	3 do	G. T. Denison	Police Court.	
do 14.	Henry Bedore	do	1	28	do	do		1	Farmer	Ontario	Catholic	Frontenac	Rape	do 14, 1891	7 do	Judge Armour	Assize Court.	
do 16.	Geo. W. Hearne	do	1	28	do	do		1	Labourer	do	Methodist	Northumberland and D.	Incest	do 14, 1891	4 do	do Street	do	
do 21.	John S. Cook	do	1	25	do	do		1	Millwright	do	do	Bruce	Shooting with intent	do 14, 1891	5 do	do Falconbridge	do	
do 22.	Harriet McDonald	Married	1	29	do	do		1	do	P. E. Island	Church of England	St. John, N. B.	Larceny	Aug. 29, 1891	4 do	do Frasier	Circuit Court.	
do 24.	Stanley McFarlane	do	3	35	do	do		1	Tailor	Ontario	Methodist	York	do	Oct. 21, 1891	3 do	G. T. Denison	Police Court.	
do 24.	Thomas Cowan	Single	1	24	do	do		1	Labourer	do	Church of England	do	do	do 21, 1891	3 do	do do	do	
do 28.	Anthony Mansell	Married	1	50	No.	No.		1	do	Ireland	Catholic	Middlesex	Manslaughter	do 15, 1891	7 do	Judge McMahon	Assize Court.	
do 28.	Alfred Cummings	Single	1	22	Yes	Yes		1	Electrician	Ontario	Presbyterian	Northumberland and D.	Burglary	do 21, 1891	2 do	J. H. Dumble	Police Court.	
Nov. 3.	Daniel Whale	Married	1	59	do	do		1	Carpenter	England	Methodist	Perth	Manslaughter	do 22, 1891	Life	Judge Falconbridge	Assize Court.	
do 3.	Geo. Ingersoll	Single	1	28	do	do		1	Cook	Germany	Lutheran	do	Larceny	do 27, 1891	2 years.	Jas. O'Loane	Police Court.	
do 3.	Leda Lamontagne	Married	1	22	do	do		1	do	Quebec	Catholic	St. Francis	Arson	do 20, 1891	7 do	Judge Brooks	Queen's Bench.	
do 5.	Samuel Atkinson	do	1	51	do	do		1	Plasterer	Ontario	Church of England	Haldimand	Incest	Nov. 3, 1891	7 do	do McMahon	Assize Court.	
do 5.	Elizabeth Hazlett	do	1	39	No.	No.		1	do	Scotland	Presbyterian	York	Larceny	do 7, 1891	2½ do	G. T. Denison	Police Court.	
do 10.	Chas. Gallagher	Single	1	20	do	do		1	Labourer	Ontario	Catholic	do	Wounding	do 9, 1891	3 do	do do	do	
do 11.	Mary Gillfillin	Married	1	32	Yes	Yes		1	do	United States	Methodist	Alberta, N. W. T.	Shop-breaking	Oct. 8, 1891	5 do	Judge McGuire	Supreme Court.	
do 21.	James Collins	do	3	34	do	do		1	Labourer	Ontario	Catholic	York	Larceny and wounding	Nov. 19, 1891	3 do	G. T. Denison	Police Court.	
do 24.	George Hunt	do	1	29	do	do		1	Quarryman	England	Church of England	Hastings	Highway robbery	do 21, 1891	4½ do	J. J. B. Flint	do	
Dec. 2.	John Henry	Single	1	22	do	do		1	Waiter	United States	Catholic	York	Wounding	do 28, 1891	4 do	G. T. Denison	do	
do 7.	Henry Cole	do	1	22	do	do		1	Farmer	Ontario	Church of England	Lennox and Addington	Attempt at rape	Dec. 4, 1891	7 do	Judge Wilkinson	Co. J. Court.	
do 14.	William Thompson	do	1	38	No.	No.		1	do	Quebec	do	Middlesex	Horse stealing	Nov. 28, 1891	5 do	do Elliott	do	
do 15.	James Higgins	Married	1	34	Yes	Yes		1	Fireman	Ontario	do	Carleton	Burglary	Dec. 12, 1891	5 do	M. O'Gara	Police Court.	
do 16.	Jno. M. Scribner	do	1	53	do	do		1	Farmer	United States	Methodist	Essex	Forgery	do 12, 1891	3 do	do	General Sessions.	
do 28.	Mathew Brown	do	1	39	do	do		1	Labourer	Ontario	Church of England	Wentworth	Larceny	do 26, 1891	10 do	Jas. Cahill	Police Court.	
do 30.	George Bender	Single	1	22	do	do		1	Window-dresser	Germany	Catholic	Wellington	Horse stealing	do 29, 1891	4 do	Judge Chadwick	Co. J. Court.	
do 31.	James Bain	do	1	26	do	do		1	Labourer	Quebec	do	York	Larceny	do 23, 1891	3 do	do McDougall	do	
1892.																		
Jan. 5.	Valentine Harrison	Married	1	30	do	do		1	Cabinet-maker	England	Deist	Victoria	Burglary	do 24, 1891	3 do	do Dean	do	
do 13.	William Collins	do	1	32	do	do		1	Teamster	Ontario	Methodist	Perth	Larceny	Jan. 7, 1892	4 do	J. O'Loane	Police Court.	
do 13.	William Ward	Single	1	29	do	do		1	Painter	do	Church of England	Peel	Stealing from the person	Dec. 31, 1891	2 do	Judge Flemming	Co. J. Court.	
do 14.	A. Rutherford	do	1	40	do	do		1	Sawyer	Scotland	Presbyterian	Thunder Bay	Forgery	Jan. 6, 1892	2 do	Wm. Dobie	Police Court.	
do 18.	John Ross	Married	3	62	do	do		1	Shoemaker	Ontario	Catholic	Leeds and Grenville	Larceny	do 18, 1892	3 do	Judge Deacon	Co. J. Court.	
do 20.	Michael Kelly	Single	1	22	do	do		1	Brass finisher	United States	do	York	Burglary	do 13, 1892	3 do	G. T. Denison	Police Court.	
do 30.	Benjamin Racoby	Married	1	32	No.	No.		1	Tailor	Germany	Jew	do	do	do 21, 1892	3 do	do do	do	
Feb. 10.	Jennie Mack	do	1	29	Yes	Yes		1	do	New Brunswick	Presbyterian	St. John, N. B.	Larceny	do 19, 1892	2 do	Judge Tuck	Circuit Court.	
do 10.	Margaret McKean	do	1	25	do	do		1	do	do	Catholic	do	do	do 19, 1892	3 do	do do	do	
do 10.	Lavina Lindsay	Single	1	37	do	do		1	do	P. E. Island	Church of England	do	Manslaughter	do 19, 1892	Life	do do	do	
do 20.	Edward F. Hubbell	Married	1	27	do	do		1	Bank clerk	Ontario	do	Carleton	Embezzlement	Feb. 9, 1892	2 years.	Judge Ross	Co. J. Court.	
do 22.	Amedée Paquette	do	1	45	do	do		1	Labourer	Quebec	Catholic	Hastings	Horse-stealing	do 8, 1892	2 do	do Lazier	do	
do 25.	William Hare	do	1	23	do	do		1	Baker	England	Presbyterian	York	Burglary	do 23, 1892	4 do	G. T. Denison	Police Court.	
do 25.	William New	do	1	21	do	do		1	do	Ontario	do	do	do	do 23, 1892	4 do	do do	do	
do 29.	John Barnes	Single	1	22	do	do		1	Farmer	England	Church of England	Lincoln	Indecent assault	do 24, 1892	2 do	Judge Sinclair	Co. J. Court.	
Mar. 3.	Gilbert Stewart	do																

Department of Justice.

No. 30.

CRIMINAL STATISTICS, Kingston Penitentiary, for the Year ended 30th June, 1829.

Description.			Male.	Female.	Total.	Description.			Male.	Female.	Totals.
Race.....	White.....		481	26	507	Occupation	Bricklayers.....		3		3
	Coloured.....		19		19		Blacksmiths.....		4		4
	Indian.....		6		6		Boilermaker.....		1		1
			506	26	532	Butchers.....		5		5	
Marital.....	Single.....		341	4	345	Brakemen.....		3		3	
	Married.....		165	22	187	Broom-makers.....		3		3	
			506	26	532	Brass-finisher.....		1		1	
Age.....	Under 20 years.....		56	1	57	Clerks.....		9		9	
	20 to 30 do.....		240	8	248	Confectioners.....		1		1	
	30 to 40 do.....		103	7	110	Carpenters.....		20		20	
	40 to 50 do.....		60	4	64	Cigarmakers.....		7		7	
	50 to 60 do.....		29	6	35	Cooks.....		9		9	
	Over 60 do.....		18		18	Coopers.....		2		2	
			506	26	532	Currier.....		1		1	
Education...	Read and write.....		400	15	415	Cabinetmaker.....		1		1	
	Read only.....		21	2	23	Doctor.....		1		1	
	Neither.....		85	9	94	Engineers.....		2		2	
			506	26	532	Express agent.....		1		1	
Moral habits	Total abstainers.....		75	2	77	Electrician.....		1		1	
	Temperate.....		340	9	349	Farmers.....		50		50	
	Intemperate.....		91	15	106	Firemen.....		2		2	
			506	26	532	Gardener.....		1		1	
Where born.	England.....		64	2	66	Groom.....		1		1	
	United States.....		56	2	58	Harnessmakers.....		2		2	
	Ireland.....		33	6	39	Hotelkeeper.....		1		1	
	Scotland.....		13	1	14	Hatter.....		1		1	
	Ontario.....		263	5	268	Hunter.....		1		1	
	Quebec.....		43	4	47	Hostler.....		1		1	
	Finland.....		1		1	Jeweller.....		1		1	
	Germany.....		14		14	Labourers.....		226		226	
	India.....		1		1	Musician.....		1		1	
	Spain.....		1		1	Moulders.....		3		3	
	Sweden.....		4		4	Merchant.....		1		1	
	Italy.....		1		1	Machinists.....		5		5	
	Nova Scotia.....		1	2	3	Millwright.....		1		1	
	New Brunswick.....		4	2	6	Masons.....		6		6	
	P. E. Island.....		1	2	3	Optician.....		1		1	
	Gibraltar.....		1		1	Post office clerk.....		1		1	
	Austria.....		1		1	Polisher.....		1		1	
	Wales.....		1		1	Piano finishers.....		2		2	
	Denmark.....		3		3	Plumber.....		1		1	
				506	26	532	Painters.....		14		14
	Occupation.	Agents.....		2		2	Plasterer.....		1		1
		Barbers.....		11		11	Quarryman.....		1		1
Bootblack.....			1		1	Roofer.....		1		1	
Bakers.....			7		7	Shoemakers.....		17		17	
Bookbinder.....			1		1	Sailors.....		10		10	
				506	26	532	Steamfitters.....		2		2
				506	26	532	Stereotypers.....		1		1
				506	26	532	Surveyor.....		1		1
				506	26	532	Stonecutters.....		9		9
				506	26	532	Spinner.....		1		1
				506	26	532	Sawyer.....		1		1
				506	26	532	Stoker.....		1		1
				506	26	532	School teacher.....		1		1
				506	26	532	Steward.....		1		1
				506	26	532	Safe maker.....		1		1
				506	26	532	Tailors.....		18		18
				506	26	532	Traders.....		2		2
			506	26	532	Teamsters.....		5		5	
			506	26	532	Trunk maker.....		1		1	
			506	26	532	Tinsmith.....		1		1	
			506	26	532	Telegraph operator.....		1		1	
			506	26	532	Theatrical manager.....		1		1	
			506	26	532	Upholsterer.....		1		1	

No. 30.—CRIMINAL STATISTICS, Kingston Penitentiary, &c.—Continued.

—			—		
Description.			Description.		
Male.	Female.	Total.	Male.	Female.	Total.
Occupation..			Crimes....		
Watchmaker.....	1	1	Perjury.....	3	3
Waiters.....	3	3	Pocketpicking.....	2	2
Weaver.....	1	1	Rape.....	21	21
Window dresser.....	1	1	Receiving stolen goods.....	6	1
Females.....	26	26	Robbery.....	4	2
	506	26	do with violence.....	5	5
		532	do and larceny.....	1	1
Crimes.....			Shooting with intent.....		
Abortion.....	1	1	do do and robbery.....	1	1
Attempt to kill.....	4	4	Sodomy.....	1	1
do shoot.....	1	1	Suffering girl under 10 to resort to his house to be carnally known.....	1	1
do rob.....	1	1	Uttering forged paper.....	2	2
do rape.....	7	7		506	26
do at bodily harm.....	3	3		532	
do sodomy.....	1	1	County....		
do burglary.....	2	2	Algoma.....	6	6
Aiding and abetting rape.....	1	1	Alberta.....	1	1
Assault.....	10	1	Brant.....	5	1
Arson.....	29	29	Bruce.....	3	3
Burglary.....	72	72	British Columbia.....	1	1
Bestiality.....	1	1	Carleton.....	27	27
Buggery.....	6	6	Colchester.....	1	1
Bigamy.....	7	7	District of Nipissing.....	1	1
do and horse-stealing.....	1	1	do Parry Sound.....	2	2
do and forgery.....	1	1	Dorchester.....	1	1
Burglary and larceny.....	8	8	Dufferin.....	2	2
Blackmail.....	1	1	Essex.....	9	9
Cattle stealing.....	1	1	Elgin.....	13	13
Counterfeiting.....	6	6	Frontenac.....	14	14
Carnally knowing girl of 10.....	3	3	Grey.....	7	7
Carrying explosives.....	3	3	Gaspé.....	1	1
Embezzlement.....	2	2	Huron.....	3	3
do and larceny.....	1	1	Halifax.....	1	1
Felonious wounding.....	7	7	Haldimand.....	6	6
Felony.....	9	9	Hastings.....	16	16
Forgery.....	11	1	Halton.....	2	2
do and uttering.....	3	3	King's.....	1	1
Fraud.....	1	1	Kent.....	19	1
Grievous bodily harm.....	1	1	Lambton.....	16	16
Horse-stealing.....	30	30	Lincoln.....	10	10
House-breaking.....	15	1	Leeds and Grenville.....	20	1
do and larceny.....	27	27	Lennox and Addington.....	7	7
do and wounding.....	1	1	Lunenburg.....	1	1
Highway robbery.....	14	14	Lanark.....	7	7
Indecent assault.....	4	4	Middlesex.....	9	2
Incest.....	3	3	Manitoba.....	1	1
Larceny.....	92	10	Montreal.....	5	5
do and receiving.....	6	6	Muskoka.....	1	1
do and injury to property.....	1	1	Northumber'ld & Durham.....	11	1
do and shooting.....	1	1	Norfolk.....	11	11
do and false pretense.....	1	1	Ontario.....	5	5
do and wounding.....	2	2	Oxford.....	2	2
do and sheep stealing.....	1	1	Peterboro'.....	7	7
Manslaughter.....	20	2	Peel.....	6	6
Murder.....	13	2	Prescott and Russell.....	6	6
do accessory to.....	1	1	Perth.....	15	15
Malicious injury to property.....	2	3	Prince Edward Island.....	1	1
Obstructing railroad.....	4	4	Prince Edward County.....	1	1
Offering counterfeit money.....	1	1	Quebec.....	3	3
Post office robbery.....	2	2	Renfrew.....	10	10
			Simcoe.....	8	8
			Stormont, Dundas and Glengarry.....	5	5

Department of Justice.

No. 30.—CRIMINAL STATISTICS, Kingston Penitentiary, &c.—*Concluded.*

Description.			Male.	Female.	Total.	Description.			Male.	Female.	Total.
County....	St. John, N.B.....			4	4	Sentence.	6 $\frac{3}{4}$ years.....		1		2
	Terrebonne.....		1		1		7 do.....	48	4	52	
	Thunder Bay.....		7		7		8 do.....	2		2	
	Victoria.....		4		4		9 do.....	4		4	
	Waterloo.....		17		17		10 do.....	46		46	
	Wellington.....		8		8		12 do.....	6		6	
	Wentworth.....		22	1	23		13 do.....	1		1	
	Welland.....		6		6		14 do.....	19		19	
	Westmoreland.....		1		1		15 do.....	6		6	
	York.....		134	4	138		20 do.....	7		7	
			506	26	532	21 do.....					
						24 do.....	1		1		
						25 do.....	1		1		
						Life.....	30	3	33		
Sentence..	2 years.....		22	2	24	Religion..	Church of England.....	138	7	145	
	2 $\frac{1}{4}$ years.....		1		1		Catholic.....	182	12	194	
	2 $\frac{1}{2}$ do.....		1		1		Presbyterian.....	56	2	58	
	2 $\frac{3}{4}$ do.....		1		1		Methodist.....	89	4	93	
	2 $\frac{1}{2}$ do.....		2	1	3		Jews.....	4		4	
	2 $\frac{1}{2}$ do.....		4		4		Infidel.....	1		1	
	2 $\frac{1}{2}$ do.....		1		1		Lutheran.....	8		8	
	2 $\frac{1}{2}$ do.....		13	2	15		Baptist.....	21	1	22	
	2 $\frac{3}{4}$ do.....		1		1		Disciple.....	2		2	
	3 do.....		132	6	138		Mennonite.....	2		2	
	3 $\frac{1}{2}$ do.....		1		1		Salvation Army.....	2		2	
	3 $\frac{3}{4}$ do.....		1		1		Quaker.....	1		1	
	4 do.....		31	2	33						
	4 $\frac{1}{2}$ do.....		2		2						
	4 $\frac{3}{4}$ do.....		1		1						
	5 do.....		101	4	105						
5 $\frac{1}{2}$ do.....		1		1							
6 do.....		17	1	18							
6 $\frac{1}{2}$ do.....		2		2							
			506	26	532						

DISTRIBUTION of Convicts in the Kingston Penitentiary on the 30th June, 1892.

No.	How employed.	No. of Men.	No.	How employed.	No. of Men.
1	Carpenter shop.....	24	25	Protestant library.....	2
2	Tinsmiths.....	7	26	Catholic chapel.....	1
3	Painters.....	4	27	Cells, wings and dome.....	17
4	Upholsterer.....	1	28	Mess room.....	4
5	Coopers.....	2	29	Wash house and bath room.....	8
6	Carpenters, outside gang.....	9	30	Dry room.....	27
7	Blacksmith and machine shop.....	26	31	Bakery.....	6
8	Engineers and pipe-fitters.....	14	32	North lodge.....	1
9	Stonecutters.....	64	33	West do.....	1
10	Mason gang, No. 1.....	21	34	Store room.....	3
11	do 2.....	13	35	Grist mill.....	1
12	Labouring gang.....	18	36	Stone breakers.....	35
13	Quarry.....	26	37	Bucket ground.....	3
14	Railroad gang.....	2	38	Stables.....	2
15	Tailors.....	33	39	Teamsters.....	7
16	Shoemakers.....	18	40	Yard cleaners.....	3
17	Farm and gardens.....	28	41	Ash pile.....	1
18	Hospital patients.....	9	42	Wood gang.....	7
19	do orderlies.....	5	43	Barber.....	1
20	Asylum patients.....	27	44	Storekeeper's office.....	1
21	do orderly.....	1	45	Females.....	26
22	Dining hall and kitchen.....	20			
23	Electric light room.....	2		Total.....	532
24	Protestant chapel.....	1			

Department of Justice.

ST. VINCENT DE PAUL PENITENTIARY.

No. 1.

ANNUAL REPORT OF THE WARDEN FOR THE YEAR ENDED
30TH JUNE, 1892.

St. VINCENT DE PAUL PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to submit my annual report upon this penitentiary for the fiscal year 1891-92.

There were confined on the 30th June, 1891, a total of 350 male prisoners. Since that time there have been received from common jails 138 males and 1 female. In the same period there were discharged by expiration of sentence, 104 males; by pardon, 9 males; died, 1 male; transferred to Kingston Penitentiary, 1 female—making a total of 114 males and 1 female discharged or otherwise disposed of.

The prison population at this date is 374 males, an increase of 24 men as compared with last year.

I regret to say that there has been an increase of 9 over the previous year, in the number of those who come back here for a second, third and fourth time; and I think it is high time to provide for the punishment of this class of habitual criminals.

The conduct of the convicts has been generally good. Breaches of discipline have been chiefly confined to cranks and irreclaimable characters.

The sanitary condition of the prison is very good.

Work on the new boundary wall has been pushed on vigorously, and since the 1st of July last, another section of 425 feet has been built, apart from the tower.

Two water-sumps were constructed along the Masson road, below the warden's residence, to prevent the flooding of the road.

Five hundred feet of nine-inch tile drain were laid on the farm along the St. François road; and the hill along that road was also lowered five feet.

Fifteen acres of wire-fence were put up, and between five and six acres of land cleared of stones and boulders.

Four thousand loads of rubbish were carted from behind the new boundary wall to the creek below, to level the ground on that part of the farm.

Five hundred feet of pipe were laid from the government tenements, to supply water to the piggery.

The lodge of the assistant engineer has been completed, and is now occupied.

During the year a new shop was opened in connection with the carpenter's shop, where convicts are instructed in carriage making, upholstering, painting and coach-varnishing, by Mr. E. Leclair, whose appointment was secured by your favourable and considerate recommendation.

This shop has already turned out several conveyances, such as a stone-wagon, an English buggy, also a sleigh, besides the repairing of several others. Apart from the teaching of new trades, this shop will ere long, be a source of revenue to the institution.

Although over 100 convicts have been employed outside of the prison precincts, it affords me great pleasure to state that no escape took place.

It would be to advantage to extend the artificial heating to the chapels, offices and all the other parts of the institution where fuel is used either in grates or stoves.

I regret that the Public Works Department had this item struck off the estimates before submitting them to Parliament.

I beg to call your attention again to the fact that the barn and all of the government tenements require to be tinned anew. This work and other heavy repairs to buildings should have been done in the course of the past year, but had to be postponed for want of funds on the part of the Public Works Department.

It will be necessary to provide for those urgent works next year.

The total of revenue for year ended 30th June, 1892, amounts to \$1,230.02, and the earnings of convicts for the past year amount to \$55,031.50 ; being an increase of \$1,824.75 over the previous year.

The total expenditure for the year, including the material on hand on the 30th June, 1891, is \$88,553.74 ; but by deducting from this amount the revenue deposited to the credit of the Receiver-General, and the sums paid for items which should not be charged to the account of ordinary expenditure, the real expenditure for maintenance of convicts would be \$81,390.94.

The average number of convicts for the year was 353.

The average cost per convict for maintenance proper is \$230.56 $\frac{2}{3}$.

The yearly cost of each convict after deducting the value of labour is \$74.67 $\frac{1}{4}$, or per diem 20 $\frac{3}{4}$ cents.

I am pleased to say that the officers, as a whole, have been painstaking in the discharge of their various duties, and are ever ready to assist me in maintaining the discipline of the prison.

In closing this report, I beg to offer you my sincere thanks for the kindness and assistance shown me in the discharge of my duties.

I have the honour to be, sir,

Your obedient servant,

TÉLESPHORE OUMET,

Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

No. 2.

ST. VINCENT DE PAUL PENITENTIARY.

PER CAPITA Cost of Convicts for the Year 1891-92.

Daily average, 353.

Names.	Cash Expenditure for 1891-92.		Deduct Material on hand out of Appropriation for 1891-92.		Net Expenditure for 1891-92.		Add Stock on hand from 1891.		Actual Cost for 1891-92.		Per Head.	
	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.
Salaries	44,216	64							44,216	64	124	41
Gratuities	100	00							100	00		
Uniforms	3,137	97	896	01	2,241	96	514	03	2,755	99	7	80½
Rations	15,508	07	1,935	77	13,572	30	2,500	62	16,072	92	45	53½
Convict clothing.....	7,734	83	6,986	45	748	38	5,256	62	6,005	00	17	01
Travelling allowance.....	881	00							881	00	2	49½
Discharge clothing.....	1,347	31	483	79	863	52	260	35	1,123	87	3	18½
Bedding	711	43	392	41	319	02	393	90	712	92	2	02½
Interments	23	30							23	30	0	06½
Chapels	788	75							788	75	2	23½
Library	175	66							175	66	0	49½
Escapes	31	90							31	90	0	09
Hospital.....	615	29	209	97	405	32	177	26	582	58	1	65
Heating	5,939	71	1,704	00	4,235	71	2,767	90	6,973	61	19	75½
Light	1,137	76	476	46	661	30	460	92	1,122	22	3	18
Repairs to buildings	2,409	80	2,336	68	73	12	2,356	21	2,429	33	6	88
Maintenance of machinery	88	60	41	00	47	60	12	00	59	60	0	16½
Armoury	97	22	98	65			45	00	43	57	0	12½
Kitchen	418	05	318	03	100	02	310	38	410	40	1	16½
Stationery.....	1	00							1	00	0	00½
Farm	760	57	658	00	102	57	650	00	752	57	2	13
Stables	1,606	21	179	50	1,426	71	35	50	1,462	21	4	14½
Telephones	5	80							5	80	0	01½
Telegrams	11	32							11	32	0	03½
Postage	55	37							55	37	0	15½
Freight	83	59							83	59	0	23½
Express	27	50							27	50	0	07½
Advertising	168	36							168	36	0	47½
Travelling expenses.....	217	80							217	80	0	61½
Transfer	32	95							32	95	0	09½
Stationery and Queen's Printer's Office.....	298	16							298	16	0	84½
	88,631	92							87,629	89		
By Refund of Expenditure	78	18							78	18		
	85,553	74							87,547	71		

Amount of revenue..... \$1,230 02

Per capita cost..... \$248 01
 Deduct for revenue..... 3 48½

Actual cost..... \$244 52½

G. S. MAILÉPART,
Accountant.

TÉLESPHORE OUMET,
Warden.

No. 3.

REPORT OF THE PROTESTANT CHAPLAIN.

ST. VINCENT DE PAUL PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to present to you my annual report for the year ended 30th June, 1892, on which day there were 86 convicts under my charge, being an increase of 6 during the year.

The figures stand thus:—

Convicts remaining 30th June, 1891.....	80
do received during the year.....	28
	108
Total.....	108
Convicts discharged.....	20
do pardoned.....	2
	22
	86

They are all from towns and cities, with the exception of 8 from rural parts, and those had been drifting through the villages. Amongst the foreign element (American and English) there is an increase of 8 over last year.

Organ.

I wish I could suitably express my thanks for the new pipe organ. It is a good, substantial instrument, and will be of material service in leading and sustaining the voices in the service. As to the men's conduct in the chapel, nothing could be more orderly, and although there is a want of interest in some, the responses and singing are made in a hearty manner.

School.

Thirteen Protestant convicts are at present attending school, studying both French and English, and are making satisfactory progress.

Library.

Out of the money appropriated I have been enabled to make a valuable addition of books of an educational character; books of reference, also biographical, historical and fiction, selected with the greatest care, in all amounting to 281 volumes, which is much appreciated.

I did intend to again venture to recommend that work suited to each individual be provided to occupy all their time, and a small reward for extra work be given, but I find your admirable report for last year covers the whole ground of needed reform, which if carried out would be a benefit to the men and reduce to a minimum the dangerous element to society.

I have to acknowledge with thanks the assistance and support received from the warden and deputy, and of other officials, for their willingness to render their aid whenever required, and I conclude by tendering you my best thanks for your uniform courtesy and the many favours I have received at your hands.

I have the honour to be, sir,
Your obedient servant,

JAMES FULTON, M.A.,
Protestant Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

(Translation.)

No. 4.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

ST. VINCENT DE PAUL PENITENTIARY, 30th June, 1892.

SIR,—I have the honour to present my annual report for the year ended the 1st July, 1892.

Since 30th June, 1891, the Roman Catholic chapel of the St. Vincent de Paul Penitentiary received 110 convicts, 84 were released, 7 pardoned, 1 died, and has at present 288 members.

Attention and good behaviour are maintained during religious services.

Cleanliness in our beautiful chapel is carefully observed by everybody. The singing is remarkably good and our organist is most certainly deserving of the increase of salary you mentioned in your last annual report.

The greater number of the convicts partake of the sacraments of the Holy Church, many, very often; and there is a notable progress in the discharge of religious duties. This is a fruit of the good example given by the officers and even by the prisoners.

Bad example has caused the fall of most of our convicts. It is their love of riches and pleasure, obtained without working, that has led them astray. They wish to be rich and to enjoy pleasure. They cause injury, steal and even commit murder, if it is necessary, in order to reach their end, hoping they can escape human justice. As for the justice of God, it is little considered by those who are offered to them as examples of honesty, and these convicts only think of it at the last hour of this life.

This is particularly the case with the greater part of the foreigners coming from Europe or the United States. For these, self-interest supersedes authority, moral sense and honesty. Their sole object is to procure for themselves enjoyments and save appearances. Lost since their childhood in the darkness of sophistry, viewing the exhibition of bad morals, the glorification of criminals, habits of spend-thrifts of all conditions and ranks, pages of leading periodicals and novels, they seek in skill and boldness the means of accomplishing their shameful designs.

To such people religious attendance preserves faith and sometimes restores the practice of religion.

You are aware, Mr. Inspector, that the Roman Catholic chapel has always been open for entering or leaving, and if we have tried to prevent the sad mockery of some easy chapel-changers, consciences have all the time been as free here as anywhere else.

Many thanks to you, Mr. Inspector, for the special grant of money which has enabled me to buy sufficient books to accommodate abundantly all our readers.

The school is still progressing.

Allow me, Mr. Inspector, to thank you for your devoted cares in behalf of our difficult task, and to subscribe myself

Most respectfully yours,

L. O. HAREL, Priest,
Roman Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 5.

REPORT OF THE SURGEON.

ST. VINCENT DE PAUL PENITENTIARY, 15th July, 1892.

SIR,—I have the honour to submit to you my annual report for the year ended 30th June last.

The hygienic state of the penitentiary is very good.

I am happy to inform you that this institution has not been visited by any epidemic or contagious disease during the past year. There has been only one death from among the convicts during the year, and this case was of old age and general debility.

On the 30th of June there were two patients in hospital under treatment. The annexed list will show the number of patients treated in hospital and cells.

Mr. O'Shea, the hospital overseer, continues to fulfil his duties to my entire satisfaction.

I am thankful to the warden and the officers for the aid they render me in the discharge of my duties.

I have the honour to be, sir,

Your obedient servant,

M. H. E. GAUDET, M.D.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

ANNUAL RETURN of Sick treated in the Hospital and Cells of the St. Vincent de Paul Penitentiary during the year ended 30th June, 1892.

Diseases.	Remained.	Admitted.	Discharged.	Died.	Remaining.
Acne		20	20		
Abscess		15	15		
Anteritis		10	10		
Amygdalitis		30	30		
Bronchitis		30	30		
Blepharitis		1	1		
Cardialgia		20	20		
Cystitis		20	20		
Chancre, venereal		15	15		
Catarrh, nasal		20	20		
Contusion		18	18		
Coryza		10	10		
Debility		8	7	1	
Diarrhoea		40	40		
Dyspepsia		20	20		
Dysentery		30	30		
Delirium tremens		1	1		
Epistaxis		12	12		
Erysipelas		8	8		
Gastric derangement		40	40		
Epilepsy		3	3		
Fracture		1	1		
Gonorrhoea		20	20		
Gleet		4	4		
Heart disease		18	17		1
Hæmoptisis		10	10		
Hemorrhoids		30	30		
Lumbago		14	14		
Neuralgia		25	25		
Ophthalmia		18	18		
Orchites		10	10		
Otitis		12	12		
Plurodynia		18	18		
Phthisis (pulmonary)		4	4		
Prurigo		25	25		
Spermatorrhœa		15	15		
Stricture, urethral		12	12		
Syphilis		25	25		
Scurvy		2	2		
Ulcers, syphilitic		20	20		
Rheumatism	1	25	24		1

M. H. E. GAUDET, M.D.,
Surgeon.

No. 6.

REPORT OF THE SCHOOLMASTER.

ST. VINCENT DE PAUL PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to present to you my tenth report on the school and the Roman Catholic Library, for the year ended 30th June, 1892.

Subjects of instruction : Spelling, reading, writing, orthography and arithmetic.

The average attendance is 56 ; being, in consequence, an increase of 10 over the preceding year. These 56 scholars are distributed as follows :—

Spelling, numeration, tables, blackboard writing.....	15
Reading (elementary) simple rules, copybook writing.....	26
Reading (analytical) compound rules, dictation.....	15

Total.....	<u>56</u>
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I am pleased to state that almost all the convicts attending the school show, by their good conduct and attention, a desire to profit by all the means of instruction offered them, and by diligent study, both in the school and in their cells, endeavour to procure the advantages of education.

The library is in a good and prosperous condition, and greatly appreciated. To the convicts who are able to read, it furnishes a continual source of intellectual enjoyment, and to the student proves a valuable auxiliary to the text-book.

I owe my best thanks to the warden, as well as to the chaplains for their aid and kindness towards me in the discharge of my duties.

I have the honour to be, sir,

Your most obedient servant,

J. T. DORAIS,

Teacher.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 7.

LIST OF CONVICTS received in the St. Vincent de Paul Penitentiary during the Year 1891-92, giving Civil State, Age, Trade, Education, Moral Habits, Religion, from where sent, Crime, when sentenced, Term, by whom sentenced, and at what Court.

When received.	Name.	State.	Age.	Trade.	Read.	Write.	Temperate.	Intemperate.	Where Born.	Religion.	From where sent.	Crime.	When sentenced.	Term.	By whom sentenced.	At what Court.
1891.																
July 3.	Alphonse Portance.	Married.	32	Shoemaker.	Yes	Yes	1	1	Quebec.	Roman Catholic.	Montreal.	Receiving stolen goods.	2nd July.	5 years.	M. C. Desnoyers.	Special Sessions.
do 3.	Joseph Gauthier.	Single.	36	Stonecutter.	do	do	1	1	do	do	do	Stealing from the person.	2nd do.	7 do.	do	do
do 7.	Eugene Lambert.	do	20	Labourer.	do	do	1	1	do	do	Quebec.	Larceny.	27th June.	4 do.	D. Murray.	do
do 8.	Victor Chaput.	Married.	25	Tailor.	do	do	1	1	do	do	Montreal.	Receiving stolen property.	7th July.	10 do.	M. C. Desnoyers.	do
do 9.	Charles Boy.	Single.	23	Druggist.	do	do	1	1	Ireland.	do	do	Larceny.	9th do.	2 do.	do	do
do 15.	Oscar Prevost.	do	25	Stonecutter.	No.	No.	1	1	Quebec.	do	do	Arson.	14th do.	5 do.	do	do
do 17.	Joseph Cusson.	do	21	Saddler.	Yes	Yes	1	1	do	do	do	House-breaking.	16th do.	3 do.	D. Murray.	do
do 17.	Joseph Audette.	do	18	Painter.	do	do	1	1	do	do	do	do	16th do.	3 do.	do	do
do 29.	Joseph Richer.	Married.	23	Labourer.	No.	No.	1	1	do	do	do	do	28th do.	22 months.	J. T. St. Julien.	do
do 30.	Edmond Charron.	Single.	35	Nailmaker.	do	do	1	1	do	do	Montreal.	Larceny.	30th do.	2 years.	D. Murray.	do
Aug. 10.	Joseph Gagner.	Married.	23	Labourer.	Yes	do	1	1	do	do	Iberville.	Horse-stealing.	4th Aug.	3 do.	C. Loupret.	do
do 12.	John Brennan.	Single.	25	Clerk.	do	Yes	1	1	do	do	Montreal.	Larceny.	11th do.	3 do.	D. Murray.	do
do 26.	Alfred Aumais.	do	29	Labourer.	No.	No.	1	1	do	do	do	Shop-breaking.	25th do.	5 do.	M. C. Desnoyers.	do
Sept. 2.	George Verret.	do	39	do	do	do	1	1	do	do	Richelieu.	Larceny.	31st do.	4 do.	Charles Dorion.	do
do 10.	Télesphore Surprenant.	do	18	do	do	do	1	1	United States.	do	Iberville.	do	8th Sept.	2 do.	C. Loupret.	do
do 12.	Arsène Latendresse.	do	38	do	do	do	1	1	Quebec.	do	Montreal.	Stealing from the person.	10th do.	5 do.	M. C. Desnoyers.	do
do 18.	Henri Gendron.	Married.	41	do	Yes	Yes	1	1	do	do	Beauharnois.	Aggravated assault.	16th do.	2 do.	C. Loupret.	do
do 18.	Napoléon Lamoureux.	Single.	34	Peddler.	do	do	1	1	do	do	Montreal.	Gross indecency.	17th do.	3 do.	C. Loupret.	do
do 18.	Joseph Larivée.	do	23	Tailor.	do	do	1	1	do	do	Quebec.	Stealing from the person.	8th do.	3 do.	Alexandre Chauveau.	do
do 26.	John Kingsley.	do	45	Shoemaker.	No.	No.	1	1	Germany.	do	Montreal.	House-breaking.	26th do.	5 do.	Hon. Justice Cross.	Queen's Bench.
do 26.	James Prentice.	do	23	Labourer.	do	do	1	1	Quebec.	Roman Catholic.	do	Receiving stolen goods.	26th do.	3 do.	do	do
Oct. 8.	Théodore Chabot.	do	25	do	Yes	Yes	1	1	do	do	Quebec.	Breaking into a counting-house.	5th Oct.	3 do.	D. Murray.	Special Sessions.
do 13.	William Ottery.	do	27	do	do	do	1	1	England.	Church of England.	Bedford.	Shooting with intent.	7th do.	2 do.	Hon. Justice Lynch.	Queen's Bench.
do 14.	Patrick Scanlan.	Married.	25	Fireman.	No.	No.	1	1	Scotland.	do	Montreal.	Feloniously wounding.	13th do.	5 do.	M. C. Desnoyers.	Special Sessions.
do 22.	Alfred Smith alias Anson.	Single.	50	Carpenter.	Yes	Yes	1	1	England.	do	do	Horse-stealing.	22nd do.	5 do.	do	do
do 29.	Cyrille Lamoureux.	Married.	30	Trader.	do	do	1	1	Quebec.	Roman Catholic.	St. Francis.	Forgery.	20th do.	7 do.	Hon. Justice Brooks.	Queen's Bench.
do 29.	Léda Lamontagne.	Widow.	21	do	do	do	1	1	do	do	do	do	20th do.	7 do.	do	do
Nov. 11.	Joseph Massey.	Single.	25	Labourer.	Yes	Yes	1	1	United States.	do	Montreal.	Larceny.	9th Nov.	2 do.	M. C. Desnoyers.	Special Sessions.
do 11.	John Pettigrew.	do	50	do	do	do	1	1	Ireland.	Church of England.	do	Gross indecency.	10th do.	2 years and 25 lashes.	C. A. Dugas.	do
do 11.	William Gray alias Thos. Macy.	do	18	do	do	do	1	1	England.	do	do	do	10th do.	2 years and 25 lashes.	do	do
do 11.	Napoléon Thomas.	do	30	Shoemaker.	do	do	1	1	Quebec.	Roman Catholic.	do	Receiving stolen property.	11th do.	2 do.	Hon. Justice Wurtele.	Queen's Bench.
do 11.	Alfred Métayer dit St. Onge.	do	43	Jeweller.	do	do	1	1	United States.	do	do	Larceny.	11th do.	2 do.	do	do
do 11.	Alphonse Bélisle.	do	21	Labourer.	No.	No.	1	1	Quebec.	do	do	do	11th do.	3 do.	do	do
do 11.	Xavier Charest.	do	40	Carter.	Yes	Yes	1	1	do	do	do	Stealing from the person.	11th do.	3 do.	do	do
do 11.	Joseph Patras.	do	33	Monk.	do	do	1	1	do	do	do	do	11th do.	3 do.	do	do
do 14.	John Wayland.	Widower.	22	Machinist.	do	do	1	1	Scotland.	do	do	Larceny.	11th do.	3 do.	M. C. Desnoyers.	Special Sessions.
do 18.	Narcisse Larchevêque.	Single.	18	Labourer.	No.	No.	1	1	Quebec.	do	Richelieu.	House-breaking.	16th do.	3 do.	Charles Dorion.	do
do 21.	Arthur Moreau.	Married.	43	Shoemaker.	Yes	Yes	1	1	do	do	Montreal.	Neglecting to provide.	19th do.	2 do.	M. C. Desnoyers.	do
do 24.	Jean Lortie.	Single.	37	do	do	do	1	1	do	do	Quebec.	Larceny.	17th do.	3 do.	Alexandre Chauveau.	do
do 28.	Damase Laframboise.	Married.	24	Upholsterer.	do	Yes	1	1	do	do	Montreal.	House-breaking.	26th do.	10 do.	C. A. Dugas.	do
do 30.	George G. Gage.	Single.	20	Labourer.	do	do	1	1	do	Methodist.	St. Francis.	Larceny.	28th do.	2 do.	G. E. Rioux.	do
do 30.	Frederick Goodsell.	do	26	Farmer.	do	do	1	1	do	do	do	Horse-stealing.	28th do.	2 do.	do	do
Dec. 3.	Hornidas Larelle.	Married.	41	do	do	No.	1	1	do	Roman Catholic.	Montreal.	Arson.	1st Dec.	2 do.	Hon. Justice Taschereau.	Queen's Bench.
do 3.	William Cowie.	Single.	27	Carter.	do	do	1	1	do	Methodist.	do	Shop-breaking.	1st do.	2 do.	do	do
do 5.	Joseph Bourdau.	Married.	25	Grocer.	do	do	1	1	do	Roman Catholic.	do	do	1st do.	2 do.	Hon. Justice Cross.	do
do 8.	James B. Turner.	Widower.	40	Clerk.	do	do	1	1	do	Church of England.	Quebec.	Stealing money out of a post letter.	1st do.	5 do.	Alexandre Chauveau.	Special Sessions.
do 9.	Barney Linden.	Married.	44	Electrician.	do	do	1	1	United States.	do	Montreal.	Forgery.	9th do.	3 do.	Hon. Justice Taschereau.	Queen's Bench.
do 12.	Louis Côté.	Widower.	35	Trader.	No.	No.	1	1	Quebec.	Roman Catholic.	do	Gross indecency.	9th do.	3 years and 50 lashes.	M. C. Desnoyers.	Special Sessions.
do 12.	Auguste Roy.	Single.	20	Plumber.	Yes	Yes	1	1	do	do	do	do	9th do.	2 years and 50 lashes.	do	do
do 12.	Alfred Patenaude.	do	25	Clerk.	do	do	1	1	do	do	do	do	9th do.	2 years and 50 lashes.	do	do
do 12.	Louis Levesque.	do	27	Cook.	do	do	1	1	do	do	do	do	9th do.	2 years and 50 lashes.	do	do
do 12.	Francis Pigeon.	Widower.	67	Labourer.	No.	No.	1	1	do	do	do	Indecency.	10th do.	5 years.	do	do
do 23.	Adolphe Moquin.	Single.	23	Gardener.	do	do	1	1	do	do	do	Felonious wounding.	22nd do.	2 do.	do	do
do 30.	Joseph Quenneville.	do	21	Carter.	Yes	do	1	1	do	do	do	Larceny.	28th do.	3 do.	do	do
do 30.	Edmond Schink.	do	18	Labourer.	do	Yes	1	1	do	do	do	do	28th do.	3 do.	do	do
do 30.	Israel Laplante.	Married.	25	do	No.	No.	1	1	do	do	do	Illegal appropriation.	29th do.	3 do.	do	do
1892.																
Jan. 4.	Joseph Sasseville.	Single.	18	Trader.	do	do	1	1	do	do	Quebec.	Larceny.	31st do.	3 do.	D. Murray.	do
do 5.	Hornidas Desmarais.	Married.	46	Shoemaker.	Yes	Yes	1	1	do	do	Montreal.	Neglecting to provide.	31st do.	3 do.	M. C. Desnoyers.	do
do 5.	Louis Joly.	Single.	28	Nailmaker.	do	No.	1	1	do	do	do	Felonious wounding.	31st do.	3 do.	do	do
do 7.	Isaac Shepard.	Married.	32	Tailor.	do	Yes	1	1	United States.	do	Aylmer.	Larceny.	23rd do.	2 do.	Hon. H. G. Malhiot.	Queen's Bench.
do 7.	Jean Layette.	Single.	18	Cigarmaker.	No.	No.	1	1	Quebec.	do	Montreal.	House-breaking.	7th Jan.	3 do.	C. A. Dugas.	Special Sessions.
do 7.	Joseph Brisette.	do	17	Machinist.	do	do	1	1	do	do	do	do	7th do.	3 do.	do	do
do 7.	Edward Levas.	do	17	Marblecutter.	do	do	1	1	do	do	do	do	7th do.	3 do.	do	do
do 9.	Paul Letoré.	do	25	Painter.	do	do	1	1	do	do	do	Larceny.	8th do.	4 do.	M. C. Desnoyers.	do
do 9.	Joseph Ménard.	Married.	29	Carter.	do	do	1	1	do	do	do	do	8th do.	4 do.	do	do
do 15.	Robert Mosgrove.	Single.	30	Farmer.	Yes	Yes	1	1	Ireland.	Church of England.	Bedford.	do	13th do.	2 do.	G. E. Rioux.	do
do 15.	Louis Morier.	do	37	Carter.	No.	No.	1	1	Quebec.	Roman Catholic.	Montreal.	do	12th do.	3 do.	C. A. Dugas.	do
do 15.	James Johnson.	do	20	Labourer.	Yes	Yes	1	1	do	Church of England.	do	Shop-breaking.	14th do.	4 do.	do	do
do 15.	James Drew.	do	18	Blacksmith.	do	do	1	1	United States.	Presbyterian.	do	do	14th do.	4 do.	do	do
do 15.	William Robert.	do	19	Labourer.	do	do	1	1	Quebec.	Church of England.	do	do	14th do.	4 do.	do	do
do 15.	Edward Smith.	do	21	do	do	do	1	1	do	Presbyterian.	do	Larceny.	14th do.	5 do.	do	do
do 15.	John Léger.	do	19	do	No.	No.	1	1	do	Roman Catholic.	do	do	14th do.	5 do.	do	do
do 19.	Edmond Rouillard.	do	19	Book-keeper.	Yes	Yes	1	1	do	do	do	Stealing a post letter containing money.	19th do.	5 do.	Alexandre Chauveau.	do
do 29.	Joseph Faveau.	do	22	Shoemaker.	do	do	1	1	do	do	Montreal.	Shop-breaking.	26th do.	7 do.	C. A. Dugas.	do
do 29.	Arthur Vezeau.	do	30	Dyer.	No.	No.	1	1	do	do	do	do	28th do.	5 do.	do	do
do 29.	Louis Connaissant.	Married.	45	Butcher.	Yes	Yes	1	1	do	do	do	do	28th do.	2 do.	do	do
do 30.	Urgel Legault.	Single.	18	Labourer.	do	do	1	1	do	do	do	House-breaking.	29th do.	4 do.	M. C. Desnoyers.	do
do 30.	Albert Legault.	do	18	do	do	do	1	1	do	do	do	do	29th do.	4 do.	do	do
Feb. 4.	Napoléon Labroche.	Married.	38	Machinist.	No.	No.	1	1	United States.	do	do	Larceny.	2nd Feb.	5 do.	do	do
do 9.	William alias George Andres.	Single.	20	Nickel-plater.	Yes	Yes	1	1	United States.	Methodist.	do	House-breaking.	9th do.	5 do.	do	do
do 9.	Leon Letourmy.	do	20	Upholsterer.	do	do	1	1	France.	Roman Catholic.	do	do	9th do.	5 do.	do	do
do 18.	Médéric Lemieux.	do	18	Labourer.	No.	No.	1	1	Quebec.	do	Beauharnois.	Burglary.	16th do.	2 do.	C. Loupret.	do
do 19.	François X. Beauvais.	Married.	47	Carter.	Yes	do	1	1	do	do	Montreal.	Wounding with intent.	16th do.	4 do.	M. C. Desnoyers.	do
do 26.	J. A. Godbout.	Single.	25	Medical student.	do	Yes	1	1	do	do	do	Larceny.	22nd do.	3 do.	C. A. Dugas	

Department of Justice.

No. 8.

CRIMINAL STATISTICS, St. Vincent de Paul Penitentiary, for Year ended 30th June, 1892.

— Description. —			Male.	Female.	Total.	— Description. —			Male.	Female.	Total.	
Race	White		367		367	District... Montreal			287		287	
	Coloured		2		2		Quebec			22		22
	Indian		5		5		St. Francis			15		15
			374		374	Richelieu			8		8	
Marital	Married		128		128	Bedford			7		7	
	Single		246		246	Beauharnois			5		5	
			374		374	Joliette			5		5	
Age	Under 20 years		39		39	Three Rivers			5		5	
	20 to 30 do		179		179	Iberville			3		3	
	30 to 40 do		92		92	Rimouski			3		3	
	40 to 50 do		42		42	St. Hyacinthe			3		3	
	50 to 60 do		17		17	Arthabaska			2		2	
	Over 60 do		5		5	Beauce			2		2	
			374		374	Gaspé			2		2	
Education...	Cannot read		86		86	Ottawa			2		2	
	Read only		21		21	Terrebonne			2		2	
	Read and write		267		267	Montmagny			1		1	
			374		374				374		374	
Moral habits	Temperate		168		168	Country... Quebec			262		262	
	Intemperate		206		206	United States			36		36	
			374		374	England			30		30	
Religion...	Roman Catholics		289		289	Ireland			14		14	
	Protestants		85		85	France			9		9	
			374		374	Ontario			8		8	
Sentence....	22 months		1		1	Scotland			5		5	
	2 years		60		60	Newfoundland			2		2	
	2 years and 25 lashes		2		2	Brittany			1		1	
	2 do and 50 do		3		3	Denmark			1		1	
	3 do		94		94	Germany			1		1	
	3 do and 50 lashes		2		2	Hungary			1		1	
	3 do and 58 do		1		1	Italy			1		1	
	4 do		38		38	Manitoba			1		1	
	5 do		78		78	New Brunswick			1		1	
	6 do		3		3	Sweden			1		1	
	6 do and 3 days		1		1				374		374	
	7 do		41		41	Occupation Advocates			2		2	
	8 do		2		2	Agents			2		2	
	9 do		1		1	Accountant			1		1	
	10 do		14		14	Barbers			4		4	
	12 do		4		4	Bricklayer			1		1	
	14 do		13		13	Bakers			5		5	
	15 do		3		3	Bartenders			2		2	
	17 do		1		1	Butchers			3		3	
	18 do		1		1	Book-keepers			6		6	
20 do		3		3	Bridge-builder			1		1		
25 do		7		7	Bank-teller			1		1		
Life		374		374	Brakeman			1		1		
			374		374	Banker			1		1	
						Blacksmiths			5		5	
						Carpenters			11		11	
						Carters			21		21	
						Clock-maker			1		1	
						Clerks			12		12	
						Cabinet-makers			3		3	
						Collector			1		1	
						Cooks			5		5	
						Cooper			1		1	
						Cigar dealer			1		1	
						Confectioner			1		1	
						Coachman			1		1	
						Cigar-makers			5		5	

No. 8.—CRIMINAL STATISTICS, St. Vincent de Paul Penitentiary &c.—*Concluded.*

Occupation.			Crimes.				
Description.	Male.	Female.	Total.	Description.	Male.	Female.	Total.
Dyer	1		1	Stealing a post letter containing money	3		3
Draughtsman	1		1	Shooting with intent	3		3
Detectives	2		2	Neglecting to provide	3		3
Druggist	1		1	Larceny by a servant	3		3
Engraver	1		1	Having in their possession property stolen in another part of Canada	3		3
Electrician	1		1	Indecency	3		3
Farmers	11		11	Indecent assault	3		3
Firemen	2		2	Obtaining property by false pretenses	3		3
Grocer	1		1	Stealing money	2		2
Gardeners	4		4	Illegal appropriation	2		2
Horsedealer	1		1	Bringing into Canada stolen property	2		2
Hatter	1		1	Shooting with intent to kill	2		2
Hostlers	2		2	Stealing money out of a post letter	2		2
Hunter	1		1	Bigamy	2		2
Jeweller	1		1	Assault	2		2
Labourers	121		121	Embezzlement	2		2
Letter carrier	1		1	Attempting to break into a shop	2		2
Masons	2		2	Stealing in a church	1		1
Mail driver	1		1	Attempt to commit a larceny	1		1
Medical student	1		1	Altering an order for the payment of money	1		1
Miners	2		2	Altering a post order	1		1
Merchant	1		1	Wounding with intent	1		1
Marble-cutter	1		1	Stealing from his master	1		1
Machinists	9		9	Embezzling a post letter	1		1
Moulders	2		2	Breaking into a counting-house	1		1
Nail-makers	4		4	Carnally knowing a girl under 14 years of age	1		1
Nickel-plater	1		1	Assault with intent to murder	1		1
Plasterer	1		1	Damaging a railway carriage	1		1
Painters	10		10	Sacrilegious larceny	1		1
Printers	4		4	Attempt to carnally know a girl under 12 years	1		1
Plumbers	3		3	Rape and larceny	1		1
Pattern-maker	1		1	Forcibly taking away a girl with intent to carnally know	1		1
Peddlers	2		2	Attempting to shoot with intent to kill	1		1
Roofer	1		1	False pretenses	1		1
Statuary	1		1	Assault with intent	1		1
Saddler	1		1	Larceny in a dwelling-house	1		1
Storeman	1		1	Altering a Dominion note	1		1
Steamfitter	1		1	Larceny as a bailee	1		1
Switchman	1		1	Assault with intent to rape	1		1
Stonecutters	10		10	Discharging a fire-arm with intent	1		1
Shoemakers	23		23	Obtaining money by false pretenses	1		1
Sailors	5		5	Larceny on board railway cars	1		1
Traders	11		11	Aggravated assault	1		1
Tailors	13		13				
Tanners	2		2				
Travellers	3		3				
Trunk-maker	1		1				
Tinsmiths	3		3				
	374		374				
Larceny	98		98				
Shop-breaking	46		46				
House-breaking	33		33				
Stealing from the person	33		33				
Forgery	13		13				
Horse-stealing	13		13				
Receiving stolen goods	10		10				
Gross indecency	10		10				
Burglary	8		8				
Manslaughter	7		7				
Wounding with intent	7		7				
Robbery	6		6				
Rape	5		5				
Damaging property	5		5				
Wounding	5		5				
Arson	4		4				
					374		374

No. 10.

MOVEMENT of Convicts at St. Vincent de Paul Penitentiary from Midnight of the 30th June, 1891, until Midnight of the 30th June, 1892.

Description.	Male.	Female.	Total.	Male.	Female.	Total.
Remaining at midnight 30th June, 1891.....	350		350			
Received since from common jails.....	138	1	139			
				488	1	489
Discharged since—						
By expiration of sentence.....	104		104			
By pardon.....	9		9			
By death.....	1		1			
Transferred to Kingston Penitentiary.....		1	1			
				114	1	115
Remaining at midnight of 30th June, 1892.....				374		374

No. 11.

LIST of Convicts pardoned out of St. Vincent de Paul Penitentiary during the Year ended 30th June, 1892, with Crime and Place where convicted.

No.	Name.	Crime.	Where convicted.
1	Thomas Béliveau.....	Horse-stealing.....	Arthabaska.
2	Joseph Bélec.....	Larceny.....	Montreal.
3	Jean Louis Charron.....	Stealing money out of a post letter.....	Terrebonne.
4	Edward Slack.....	Embezzlement.....	Bedford.
5	Octave Meunier.....	Forgery.....	Quebec.
6	Joseph Berthiaume.....	Uttering a forged bank note.....	Montreal.
7	Luther T. McGrath.....	Manslaughter.....	do
8	Raymond Brulé.....	Assault with intent to do some grievous bodily harm.....	Richelieu.
9	Hubert Collin.....	Opening a post letter bag and stealing a letter therefrom.....	Gaspé.

No. 12.

LIST of Convicts who have died in St. Vincent de Paul Penitentiary during the Year ended 30th June, 1892, with Crime and Place of conviction.

No.	Name.	Crime.	Place of conviction.
1	Narcisse Bélinge.....	Larceny.....	Montreal.

Department of Justice.

No. 13.

LIST of Convicts recommitted in St. Vincent de Paul Penitentiary during the Year ended 30th June, 1892, with the number of recommitments.

No.	Name.	First Recommitment.	Second Recommitment.	Third Recommitment.	Fourth Recommitment.	No.	Name.	First Recommitment.	Second Recommitment.	Third Recommitment.	Fourth Recommitment.
1	Alphonse Portelance			1		20	James Johnson	1			
2	Joseph Gauthier				1	21	William Robert	1			
3	Victor Chaput	1				22	Joseph Favreau	1			
4	Joseph Gagner	1				23	Napoléon Labrèche	1			
5	George Verret	1				24	François X. Beauvais	1			
6	Arsène Latendresse			1		25	Joseph Bélec	1			
7	Napoléon Lamoureux		1			26	Frédéric Legault	1			
8	Joseph Larivée		1			27	Alphonse Brazeau		1		
9	John Kingsley		1			28	T. Brochu <i>alias</i> Thérien	1			
10	Patrick Scanlan	1				29	Damase Larose		1		
11	William Gray	1				30	Prime Collin	1			
12	Alfred Métayer dit St. Onge	1				31	Joseph Thibault	1			
13	Xavier Charest	1				32	William Wilton	1			
14	Joseph Poitras		1			33	Edward Carmody	1			
15	Joseph Wayland	1				34	Napoléon Giroux	1			
16	Jean Lortie	1				35	Paul Giroux	1			
17	Damase Laframboise	1					Totals	25	7	2	1
18	Paul Létore	1									
19	Louis Morier	1									

No. 14.

SUMMARY of Punishments awarded in the St. Vincent de Paul Penitentiary for the Year ended 30th June, 1892.

Description of Punishment.	No.	Description of Punishment.	No.
Deprived of light	812	Deprived of library books	4
On hard bed	811	Placed in dungeon on bread and water	46
In dark cells on bread and water	254	Deprived of school	8
Reprimanded	275	do tobacco	12
Lost remission	95	To wear shackles	2

No. 15.

RETURN showing the remission of Sentence earned by Convicts discharged from the St. Vincent de Paul Penitentiary during the Year ended 30th June, 1892.

No. of Men.	Days.	No. of Men.	Days.	No. of Men.	Days.	No. of Men.	Days.
1	0	10	96	2	177	5	355
1	36	1	135	3	178	2	359
1	78	1	160	2	179	3	363
1	81	2	163	14	180	4	365
2	84	2	165	2	245	1	449
1	88	1	166	1	254	1	455
1	90	1	170	1	258	1	524
5	91	5	174	1	264	1	625
4	92	2	175	5	270		
7	94	5	176	1	343	104	

No. 16.

STATEMENT showing the Employments of Convicts in the St. Vincent de Paul Penitentiary on the 30th June, 1892.

How employed.	No. of Men.	How employed.	No. of Men.
Wood yard.....	15	Deputy warden's and accountant's offices.....	2
Carpenters.....	26	Chapels.....	2
Blacksmiths.....	15	Messenger.....	1
Stonecutters.....	75	Hall guard.....	2
Masons.....	35	Hospital.....	7
Farm.....	23	School and library.....	1
Teamsters.....	4	Change room.....	14
Tinsmiths.....	8	North wing.....	3
Tailors.....	43	West do.....	9
Shoemakers.....	22	East do.....	8
Bakers.....	4	South do.....	8
Yard.....	2	Sick cells.....	1
Gate.....	1	New-comers.....	2
Steward's department.....	24	Punishment cells.....	1
Engineer's do.....	3	Excavation.....	6
Warden's quarters and garden.....	5		
Deputy warden's quarters and garden.....	2	Total.....	374

Department of Justice.

No. 17.

List of Officers in the St. Vincent de Paul Penitentiary on the 30th June, 1892,
giving Salary, Rank, Nationality, Religion, Age and Date of Appointment.

Name.	Salary.	Rank.	Nationality.	Religion.	Age	Date of Appointment.
	\$					
Télesphore Ouimet	2,800	Warden	Canadian	Catholic	48	31st January, 1887.
Rev. L. O. Harel	1,200	R. C. Chaplain.	do	do	44	27th April, 1887.
Rev. James Fulton	1,200	Prot. do	do	Protestant	69	1st October, 1889.
Thomas McCarthy	1,500	Deputy warden.	do	Catholic	55	31st January, 1887.
M. H. E. Gaudet, M.D.	1,400	Surgeon	do	do	61	31st January, 1887.
Geo. S. Malépart	1,100	Accountant	do	do	43	1st June, 1882.
Gordon B. Papineau	800	Warden's clerk.	do	do	36	1st January, 1886.
Charles N. Contant	820	Chief keeper	do	do	45	25th June, 1887.
George B. Lamarche	900	Storekeeper	do	do	50	1st March, 1880.
Octave Labelle	1,000	Clerk of works.	do	do	48	1st Sept., 1888.
Napoléon Charbonneau	790	Steward	do	do	42	30th June, 1888.
Eugène Champagne	780	Engineer	do	do	38	1st February, 1890.
Ephrem Trudeau	500	Asst. engineer.	do	do	20	1st July, 1890.
David O'Shea	530	Hospital overs'r.	do	do	32	24th January, 1890.
Joseph T. Dorais	700	Schoolmaster.	do	do	48	24th July, 1882.
Edward Kenny	700	Farmer	Irish	do	41	1st January, 1876.
Jean Vaudry	700	Instructor	Canadian	do	63	20th May, 1873.
Procope Dumas	700	do	do	do	54	20th May, 1873.
N. Beaulparlant	700	do	do	do	59	15th April, 1877.
T. Nantel	700	do	do	do	46	10th March, 1887.
D. O'Boone	700	do	do	do	49	22nd June, 1882.
G. Labelle	700	do	do	do	63	8th Sept., 1886.
B. A. Brissette	660	do	do	do	37	1st August, 1888.
C. Sigouin	660	do	do	do	55	22nd May, 1889.
Eugène Leclair	600	do	do	do	48	1st March, 1892.
John Lynch	500	Messenger	Irish	do	54	1st March, 1887.
James Blain	600	Keeper	do	Protestant	57	20th May, 1873.
Joseph Demers	600	do	Canadian	Catholic	45	1st January, 1878.
Gilbert Chartrand	600	do	do	do	50	1st March, 1887.
Ubalde Chartrand	600	do	do	do	49	1st April, 1887.
James Carty	600	do	Irish	do	64	1st March, 1888.
Jean Bte. Lemay	600	do	Canadian	do	53	30th June, 1888.
Edouard Prévoost	590	do	do	do	41	22nd May, 1889.
Aristide Rochon	500	do	do	do	49	22nd April, 1891.
Charles Taillon	500	Guard	do	do	53	1st May, 1890.
Napoléon Plouffe	500	do	do	do	42	6th March, 1882.
Olivier Lamère	500	do	do	do	61	21st April, 1882.
François Plouffe	500	do	do	do	52	16th May, 1882.
Henri Boyer	500	do	do	do	57	18th August, 1882.
Antoine Plouffe	500	do	do	do	46	14th June, 1883.
George Nixon	500	do	Irish	Protestant	51	6th August, 1883.
Félix Lesage	500	do	Canadian	Catholic	51	29th August, 1883.
Jean Bte. Malépart	500	do	do	do	46	1st May, 1884.
Vincent Bisson	500	do	do	do	37	12th July, 1884.
Albéric V. Paré	500	do	do	do	50	17th April, 1885.
Elzéar Bertrand	500	do	do	do	33	1st August, 1885.
Samuel Filion	500	do	do	do	36	3rd August, 1885.
Napoléon Bastien	500	do	do	do	43	19th May, 1886.
Godfroi Monette	500	do	do	do	32	25th May, 1886.
Pierre Breland	500	do	do	do	49	8th July, 1886.
Wm. Wright Gibson	500	do	do	Protestant	48	6th August, 1886.
Lewis Henry	500	do	do	do	34	4th Dec., 1886.
Martin Plouffe	500	do	do	Catholic	36	5th March, 1887.
Isidore, Charlebois	500	do	do	do	46	4th May, 1887.
Théodore Chabot	500	do	do	do	43	2nd June, 1887.
John D. Fitzgibbon	500	do	do	do	31	25th June, 1887.
George Charbonneau	490	do	do	do	45	30th June, 1888.
Daniel J. McLellan	490	do	Irish	do	36	16th August, 1888.
Hilaire Roger	490	do	Canadian	do	46	1st January, 1889.
Félix Clermont	430	do	do	do	28	19th July, 1889.
George Sherritt	430	do	Irish	Protestant	43	30th Nov. 1889.

No. 17.

List of Officers in the St. Vincent de Paul Penitentiary on the 30th June, 1892,
giving Salary, Rank, Nationality, &c.—*Concluded.*

Name.	Salary.	Rank.	Nationality.	Religion.	Age	Date of Appointment.
	\$					
Alfred Nadon.....	430	Guard.....	Canadian...	Catholic....	33	13th January, 1890.
Joseph Desloges.....	430	do	do	do	28	1st February, 1890.
Jean Bte. Charbonneau.....	400	do	do	do	33	22nd April, 1891.
Omer Léonard.....	430	do	do	do	29	22nd April, 1890.
James Flood.....	400	do	Irish	do	44	1st March, 1892.
Isaïe Cloutier.....	400	Teamster.....	Canadian...	do	48	4th Nov., 1881.
Jérémie Leblanc.....	400	do	do	do	43	9th Nov. 1881.

Department of Justice.

No. 18.

REVENUE.

THE DOMINION OF CANADA in account with the St. Vincent de Paul Penitentiary, for the year ended the 30th June, 1892.

DR.

CR.

1891.		To Draft in favour of the Hon. the Receiver-General.		\$	cts.	1892.		By		\$	cts.
Aug. 11	.....	do	.....	131	82	June 30	.....	Rent	.....	313	76
Sept. 6	.....	do	.....	82	49	do 30	.....	Carpenters	.....	125	36
Oct. 12	.....	do	.....	144	97	do 30	.....	Farm	.....	127	67
Nov. 10	.....	do	.....	39	88	do 30	.....	Tailors	.....	89	59
Dec. 12	.....	do	.....	74	98	do 30	.....	Stonecutters	.....	126	91
						do 30	.....	Steward	.....	119	68
						do 30	.....	Shoe shop	.....	114	77
						do 30	.....	Tinsmith	.....	33	27
Jan. 14	.....	do	.....	65	47	do 30	.....	Bakery	.....	87	89
Feb. 13	.....	do	.....	91	72	do 30	.....	Blacksmith	.....	6	30
Mar. 5	.....	do	.....	81	25	do 30	.....	Bookbindery	.....	3	07
Apr. 9	.....	do	.....	67	34	do 30	.....	Brick yard	.....	1	50
May 9	.....	do	.....	134	83	do 30	.....	Engineer	.....	80	25
June 6	.....	do	.....	104	26						
July 2	.....	do	.....	211	01						
				1,230	02					1,230	02

G. S. MALÉPART,
Accountant.

TELESPHORE OUIMET,
Warden.

Department of Justice.

No. 19.—DETAILS of Expenditure for Year ended 30th June, 1892—Continued.

<i>Rations—Concluded.</i>	\$ cts.	<i>Convicts' Clothing—Concluded.</i>	\$ cts.
Salt, 11,400 lbs.	57 00	Jean, 171½ yds.	53 37
Tea, 214 lbs.	53 50	Buckles, 9 gross	9 20
Tallow, 300 lbs.	36 00	Rings, 1 doz	0 95
	15,508 07	Snaps, ¾ doz	0 33
		Elastic, 523 yds.	41 84
		Take up block, 1	0 18
			7,734 83
<i>Convicts' Clothing.</i>			
Spanish leather, 4,021 lbs.	844 41	<i>Travelling Allowances.</i>	
Upper leather, 200 lbs.	60 00	1 convict, at \$ 5	5 00
Buff leather, 146 ft.	18 98	55 do 7	385 00
Sheepskin, 386 lbs.	173 71	43 do 8	344 00
Porpoise, 23½ lbs.	46 50	6 do 9	54 00
Harness leather, 106½ lbs.	26 63	4 do 10	40 00
Thread, 128 lbs.	80 55	2 do 12	24 00
Nails, 235 lbs.	21 00	1 do 14	14 00
Eyelets, 10 boxes	3 00	1 do 15	15 00
Tacks, 36 gross	17 20		881 00
Needles, 534 papers	16 11		
Wax, 40 lbs.	7 28	<i>Discharge Clothing.</i>	
Neatsfoot oil, 21 galls.	27 95	8½ ft. buff leather	10 56
Burrs, 6 lbs	6 25	187 lbs. kip do	56 10
Pegs, 3 bags	3 00	7 boxes eyelets	3 00
Ink, 10 galls.	5 00	12 prs. lasts	3 60
Awls, 8 boxes	12 90	1,329½ yds. flannel	398 78
Bristles, 1½ lbs.	12 00	15 doz. hats	105 00
Awl handles 12½ doz.	9 98	13 doz. ties	22 75
Hammers, 1 doz.	5 00	10 gross buttons	32 10
Knives, 4 doz	9 00	12 doz. handkerchiefs	10 80
Lasts, 41 prs.	12 30	12 doz. braces	18 00
Oxalic acid, 2 lbs.	0 80	150 yds. canvas	21 00
Cramps, 6 prs	7 50	811½ yds. tweed	527 31
Adraganth gum, 1 lb.	1 15	5 lbs. wax	3 25
Compass, ¾ doz.	1 00	4 doz. mitts	36 00
Red calf, 150 lbs.	112 50	3 yds. imitation lambskin	22 50
Hooks, 2 doz.	2 00	117 yds. cotton	11 70
Thread, 28 gross	162 50	133 yds. farmer satin	55 86
Buttons, 138 gross	41 56	360 yds. wadding	9 00
Grey cotton, 749½ yds.	73 98		1,347 31
Springs, 12	0 52	<i>Bedding.</i>	
Flannel, 2,498 yds	999 20	100 prs. blankets	360 00
Wrappers, 49	9 20	10 wrappers	2 00
Thimbles, 6 doz.	0 60	1 doz. needles	1 20
Chalk, 5 boxes	3 50	492 yds. denim	83 64
Convict cloth, 7,415½ yds.	3,549 79	120 yds. grey cotton	12 00
Moleskin, 1,039 yds.	467 56	1 doz. quilts	18 00
Sponges, 4 doz.	12 00	42 doz. twine	25 08
Indelible ink, 36½ lbs.	42 60	638½ yds. gingham	51 08
Footed socks, 178 prs	35 60	1,222½ yds. crash linen	110 03
Benzine, 1 gall.	1 50	60½ yds. sheeting	48 40
New socks, 1,006 prs.	352 10		711 43
Bobbins, 12	0 39	<i>Interments.</i>	
Lever, 1	0 77	40 lbs. tapers	14 80
Holland, 308½ yds.	52 49	Oil	8 50
Silesia, 360 yds.	68 40		23 30
Scissors, 4 prs.	3 00	<i>Chapels.</i>	
Canvas, 489½ yds.	67 31	42½ yds. communion cloth	21 25
Tape, 5 gross	3 25	Needle work	1 30
Machine oil, 1 gall.	3 50	1 pair candle sticks	2 00
Tip leather, 109 lbs.	32 70	1 feather duster	2 75
Camphor, 1 box	1 69	18 yds. carpet	14 10
Pins, 25 papers	0 95		
Heel shaves, 12	13 20		
Rasps, 2 doz.	6 00		
Emery straps, 1 doz.	3 25		
Sand stone, 1 doz.	1 25		
Punch, 1	1 25		
Size stick, 1	0 60		
Tapesca	0 40		
Whisks, 8½ doz.	2 40		
Tape measures, ½ doz.	1 80		
Shuttles and feeders	7 72		
Linen, 107½ yds.	24 73		
Straw hats, 40 doz.	36 00		

No. 19.—DETAILS of Expenditure for Year ended 30th June, 1892—Continued.

<i>Chapels—Concluded.</i>		\$ cts.	<i>Repairs to Buildings—Continued.</i>		\$ cts.
17 yds. matting.....		12 75	1 crucible.....		4 50
$\frac{1}{2}$ gall. mass wine.....		0 90	1 tap.....		1 25
1 ostensory.....		141 00	7 gross brass buttons.....		2 30
Corona.....		20 75	10 doz. brushes.....		8 65
Care of chapel.....		50 00	3 doz. carpenter pencils.....		1 85
1 organ.....		400 00	3 brls. horse-shoes.....		16 95
14 doz. scapulars.....		8 40	Chains.....		0 50
220 hosts.....		1 30	40 $\frac{1}{2}$ yds. carpet.....		45 50
1 church register.....		2 25	2 sponges.....		0 40
1 chalice gilt.....		10 00	2 balls cord.....		0 30
Organist's salary.....		100 00	Saw-dust.....		4 58
		788 75	6 prs. wheel boxes.....		12 00
<i>Library.</i>			6 boxes tin.....		36 00
Books, 299 vols.....		144 16	2,266 ft. lumber.....		266 40
Skiver, 5 skins.....		7 00	3,170 bolts and nuts.....		53 88
Linen, 5 yds.....		1 50	2 prs. knobs.....		1 20
Bibles, 2.....		5 00	10 quires emery cloth.....		7 00
Newspaper subscriptions.....		18 00	8 truck wheels.....		3 60
		175 66	1 brading machine.....		23 70
<i>Escapes.</i>			404 $\frac{1}{2}$ lbs. block tin.....		70 88
Officer's expenses.....		31 90	3,236 $\frac{1}{2}$ lbs. iron.....		196 04
<i>Hospital.</i>			50 lbs. horse-shoe nails.....		5 00
Eggs, 39 doz.....		7 91	7 pads.....		2 20
White sugar, 70 lbs.....		3 80	740 lbs. paint.....		90 55
Medicines.....		531 59	20 lbs. rivets.....		6 00
Canton flannel, 20 yds.....		2 40	2 lbs. sifting wire.....		0 90
Biscuits, 1 box.....		0 30	4 doz. eyelets.....		0 40
Apples, 1 $\frac{1}{2}$ bush.....		1 45	$\frac{1}{2}$ doz. whip sockets.....		3 00
Honey, 9 $\frac{1}{2}$ lbs.....		1 43	1 scale repaired.....		10 25
Alcohol, 1 gall.....		3 75	Inspection weights and measures.....		8 90
Chicken, 1.....		0 35	5 boxes tar camphor.....		0 75
Linseed, 25 lbs.....		1 13	10 doz. mirrors.....		17 50
Services of oculist.....		53 55	13 ft. cane.....		0 25
Subscription, "Math. Brief".....		1 00	65 galls. varnish and japan.....		178 70
Jug and basin.....		1 25	15 lbs. washers.....		1 80
Tumblers, $\frac{1}{2}$ doz.....		0 63	2 hammers.....		1 25
Spectacles, 2 doz.....		4 75	20 lbs. root.....		9 00
		615 29	50 gross screws.....		15 33
<i>Heating.</i>			2 rat traps.....		1 50
Maple, 47 cords.....		267 43	202 lbs. nails.....		16 66
Birch, 50 cords.....		292 50	300 lbs. tallow.....		36 00
Hard coal, 552 $\frac{5}{8}$ tons.....		3,833 09	1 drawing knife.....		1 10
Soft coal, 288 $\frac{1}{16}$ tons.....		1,367 45	2 scrapers.....		0 50
Steam coal, 26 $\frac{9}{16}$ tons.....		140 79	2,717 ft. basswood.....		61 15
Casting, 86 lbs.....		5 16	716 ft. birch.....		21 48
Grates, 3.....		6 25	799 ft. hickory.....		39 09
Mica, 40 sheets.....		8 00	10 lbs. bristles.....		37 50
Wicks, 2.....		0 14	Carrriage lamps.....		13 50
Range repaired.....		18 90	17 $\frac{1}{2}$ doz. files.....		48 60
		5,939 71	25 sheets mica.....		2 50
<i>Light.</i>			49 quires sand-paper.....		12 35
Chimneys, 297 $\frac{1}{2}$ doz.....		312 50	Carrriage-maker's tools.....		50 00
Lamps, 6.....		1 80	5 boxes Canada plate.....		15 50
Bowls, 6.....		1 08	2 wheel plates.....		1 35
Collars, 30 doz.....		17 20	15 $\frac{1}{2}$ lbs. stove pipe wire.....		1 86
Wicks, 63 reels.....		32 50	1 sun blade.....		0 30
Coal oil, 4,298 $\frac{9}{16}$ galls.....		720 08	362 lbs. steel.....		11 04
Burners, 64 doz.....		52 60	220 ft. leather.....		42 08
		1,137 76	2 $\frac{1}{2}$ doz. shafts.....		5 40
<i>Repairs to Buildings.</i>			2 saws.....		3 75
11 panes glass.....		2 06	8 lbs. pumice stone.....		1 70
515 lbs. ochre.....		13 25	4 axes.....		4 50
48 doz. pomnade magique.....		52 80	4 sleigh ferrulea.....		0 80
			1 set steel axes.....		18 00
			49 $\frac{1}{2}$ galls. raw oil.....		29 87
			1 putty knife.....		0 50
			60 drain pipes.....		55 03
			3 handscrews.....		27 00
			290 lbs. hair.....		57 95
			1 paint crushing machine.....		6 50
			Paint spatula.....		0 85
			5 $\frac{1}{2}$ yds. carriage cloth.....		19 69
			36 yds. binding.....		1 80
			2 vices.....		15 00

Department of Justice.

No. 19.—DETAILS of Expenditure for Year ended 30th June, 1892—Continued.

<i>Repairs to Buildings—Concluded.</i>	\$ cts.	<i>Armoury.</i>	\$ cts.
9 paint brushes.....	4 05	Care of arms.....	49 92
6 lbs. pipeclay.....	0 60	Revolver repaired.....	1 00
15 lbs. fibre.....	6 00	Cartridges.....	46 30
4 balls twine and cord.....	0 73		97 22
8 prs. tips.....	3 30	<i>Kitchen.</i>	
32 lbs. filling-up.....	4 80	Black lead, 3 doz.....	6 00
¼ yd. felt.....	0 92	Soap, 3,087 lbs.....	197 65
23½ yds. green cloth.....	63 71	Brooms, 36 doz.....	90 00
1½ gross lace.....	7 60	Concentrated lye, 48 doz.....	26 40
4 anti-rattlers.....	1 65	Caustic, 775 lbs.....	31 00
Roof repaired.....	7 82	Whisks, ½ doz.....	1 50
215 lbs. chloride of lime.....	17 20	Stone, blue, 8 lbs.....	1 90
3 brls. charcoal.....	3 00	Combs, 17 doz.....	10 10
4 gross tacks.....	5 96	Razors, ½ doz.....	3 50
1 pr. hinges.....	0 25	Towels, ½ doz.....	2 00
1 pkge. copper thread.....	0 10	Cups and saucers, 2 doz.....	2 40
Bevel square.....	0 90	Meat dishes, 2.....	1 20
39 ft. cowhide.....	5 27	Pearline, 3 boxes.....	18 00
3 double-irons.....	1 95	Forks and knives, 36 doz.....	25 20
2 sheets pasteboard.....	0 20	Spoons, 12 doz.....	1 20
1 soldering stove.....	6 25		418 05
240 prs. bucket ears.....	9 60	<i>Stationery and Queen's Printer.</i>	
2 btl. muriatic acid.....	5 00	Packing cases.....	1 00
1 leather strap.....	3 00	Stationery Office.....	263 39
6 prs. pincers.....	1 20	Queen's Printer's Office.....	34 77
305 lbs. whiting.....	1 53		299 16
120 lbs. springs.....	8 16	<i>Farm.</i>	
2 prs. snips.....	7 00	Paris green, 162 lbs.....	32 40
Spoke-shaves.....	2 55	Forks, 7½ doz.....	20 15
Rolling machine repaired.....	6 50	Fork handles, 1 doz.....	1 80
4 hooks.....	1 70	Scythe stones, 6.....	0 60
2 ball-braces.....	4 25	Land plaster, 36 brls.....	18 20
10 sets hubs and spokes.....	30 00	Cement, 3 brls.....	4 50
17 yds. duck.....	8 60	Drain pipes, 200.....	186 82
5 lbs. casting.....	0 40	Mowing machines repaired, 3.....	31 25
724 ft. elm.....	22 32	Fingers, 6.....	2 10
1 machine screw.....	1 50	Sections, 6.....	0 72
26 doz. birch brooms.....	10 40	Sundry articles.....	4 75
1 brl. Albany sand.....	2 50	Manure.....	203 35
1 compass.....	0 90	Fence wire, 950 lbs.....	46 25
3 chisels.....	3 25	Cramps, 100 lbs.....	5 50
8 castors.....	4 80	Rake handles, ½ doz.....	0 60
220 lbs. glue.....	37 50	Spades and shovels.....	29 25
373 lbs. borax.....	29 94	Lumber, 827 ft.....	13 39
1 mortising machine.....	46 00	Feed, 2 tons.....	53 00
8 bits.....	3 75	Putz, 3½ doz.....	1 30
5 doz. drill bits.....	4 80	Timothy, 5 bush.....	11 00
260½ lbs. wire.....	14 74	Seed.....	58 14
3 doz. locks.....	6 25	Buckwheat, 1 bag.....	1 25
1 folding machine.....	26 00	Pease, 6 bush.....	6 00
15 lbs. tampico.....	3 75	Potatoes, 30 bags.....	18 00
2 iron planes.....	6 75	Hellebore, 2 lbs.....	0 80
1 paper-cutter.....	50 00	Rake repaired.....	9 45
2 bent poles.....	2 90		760 57
Hall paper.....	8 00	<i>Stables.</i>	
27 lbs. rubber.....	23 67	Bran, 8,020 lbs.....	60 16
1 ball twist.....	0 25	Straw, 4,877 bundles.....	146 31
3 sets reins.....	5 25	Oats, 815½ bags.....	815 25
10 yds. muslin.....	2 50	Horses shod.....	51 14
15 yds. rubber drill.....	12 00	Salt, 203 lbs.....	1 30
6 doz. buckles.....	3 80	Sponges, 2 doz.....	17 70
5 pieces malleable iron.....	5 11	Saddles repaired, 10.....	14 00
Clock oil.....	0 25	Felt, 2 yds.....	10 00
	2,409 80	Axle-tree repaired, 1.....	1 50
		Brushes, 1 doz.....	9 00
		Soft soap, 35 lbs.....	5 25
<i>Maintenance of Machinery.</i>			
Turpentine, 41½ galls.....	24 90		
Tallow, 300 lbs.....	36 00		
Oil, 6 galls.....	8 50		
Bath-brick, 1 doz.....	6 00		
Pommade magique, 12 doz.....	13 20		
	88 60		

Department of Justice.

No. 20.

**STATEMENT showing cost of Maintenance of the St. Vincent de Paul Penitentiary,
for the Year ended 30th June, 1892.**

	\$ cts.	\$ cts.
Expenditure for year ending 30th June, 1892, including material on hand 30th June, 1891.....		87,147 71
CR.		
Revenue for the year.....		1,230 02
By Discharge allowance.....	881 00	85,917 69
do clothing.....	1,123 87	
Transfer of convicts.....	32 95	
Maintenance of machinery.....	59 60	
Repairs to buildings.....	2,429 33	
		4,526 75
Convict labour.....	51,081 50	81,390 94
Horse labour for farm and institution.....	3,950 00	
		55,081 50
		26,359 44

Average number of convicts.....	353
do cost <i>per capita</i> for maintenance.....	\$ 230 56½
Yearly cost of each convict after deducting the value of labour.....	72 67½
Or, per diem per convict.....	<u>0 20½</u>

TÉLESPHORE OUIMET,
Warden.

G. S. MALÉPART
Accountant.

No. 21.

DR. BALANCE SHEET, St. Vincent de Paul Penitentiary, 30th June, 1891-92. CR.

	\$	cts.		\$	cts.
To Buildings, land, &c.	769,725	00	By Balance.	881,018	00
Farm	1,791	25			
Tailors.	4,608	28			
Shoe shop.	748	82			
Brickyard.	853	00			
Tinsmith.	357	15			
Hospitals.	1,212	71			
Carpenters.	3,354	74			
Armoury.	1,860	25			
Deputy warden's quarters.	302	00			
Protestant chapel.	1,184	15			
Storekeeper.	118	20			
Book bindery.	35	53			
Roman Catholic library.	446	30			
School.	258	70			
Blacksmiths.	1,992	90			
Bakery.	815	73			
Roman Catholic chapel.	7,208	80			
Stables.	5,172	00			
Warden's quarters.	638	10			
Protestant library.	323	75			
Engineer.	50,208	35			
Steward.	23,801	82			
Office furniture.	1,037	79			
Stonecutters.	2,962	68			
	881,018	00			
Balance.	881,018	00		881,018	00

G. S. MALÉPART,
*Accountant.*TÉLESPHORE OUMET,
Warden.

No. 22.

STATEMENT of Days' Work in each Department for 1891-92, St. Vincent de Paul Penitentiary.

Departments.	Days.	Price.	Amount.
		cts.	\$ cts.
Stonecutters, masons and excavators.	21,103	50	10,551 50
Carpenters.	7,873	50	3,936 50
Shoemakers.	6,932	50	3,466 00
Tailors.	12,027	50	6,013 50
Tinsmiths.	1,722½	50	861 25
Blacksmiths.	4,258	50	2,129 00
Steward.	23,710	50	11,855 00
Bakery.	1,209½	50	604 75
Engineer.	304	50	152 00
Stonebreakers, wood yard and jobbing.	4,863	50	2,431 50
Boundary wall.	7,307	50	3,653 50
Farm, garden and stables.	8,664	50	4,332 00
Hospital orderlies.	1,095	50	547 50
Chapels and libraries.	1,095	50	547 50
			51,081 50

G. S. MALÉPART,
*Accountant.*TÉLESPHORE OUMET,
Warden.

Department of Justice.

No. 23.

THE FARM in account with the St. Vincent de Paul Penitentiary, for the Year 1891-1892.

Description.	Rate.	Amount.	Description.	Rate.	Amount.
DR.	\$ cts.	\$ cts.	CR.	\$ cts.	\$ cts.
To Implements, seeds, tools and fencing.....		760 57	By 3,600 bush. potatoes.....	0 50	1,800 00
6,536 days convict labour.....		3,268 00	600 do grain.....	0 50	300 00
1,200 days horse labour.....		600 00	700 do turnips.....	0 40	280 00
1 keeper's salary.....		600 00	300 do beets.....	0 40	120 00
2 guards' do.....	500 00	1,000 00	250 do parsnips.....	0 40	100 00
1 farm instructor's salary.....		700 00	500 do carrots.....	0 40	200 00
			200 do tomatoes.....	0 80	160 00
			180 do onions.....	1 00	180 00
			800 do mangold.....	0 30	240 00
			30 baskets cucumbers.....	0 60	18 00
			1,400 heads cabbage.....	0 04	560 00
			5,000 stalks celery.....	0 04	200 00
			8,586 lbs. pork.....	0 07	601 02
			4,000 bdles. hay.....	0 08	320 00
			4,000 do straw.....	0 04	160 00
			1,000 do leeks.....	0 08	80 00
			500 loads manure.....		122 00
			Early vegetables.....		200 00
			Customers.....		127 67
			Balance.....		1,159 88
		6,928 57			6,928 57

ED. KENNY,
Farmer.

G. S. MALÉPART,
Accountant.

TÉLESPHORE OUMET,
Warden.

No. 24.

SUMMARY of Real Estate, St. Vincent de Paul Penitentiary, 30th June, 1891-1892.

	\$ cts.
Penitentiary buildings, lands, &c.....	620,625 00
Warden's house and premises.....	12,000 00
Brick do do.....	1,500 00
Water works, sewers and appurtenances.....	10,500 00
Stone house and premises.....	1,000 00
Prison walls and towers.....	7,500 00
Bridge.....	1,500 00
One terrace of 8 houses.....	10,000 00
Brick sheds and watchman's boxes.....	1,000 00
Two limekilns.....	600 00
Tramway and rolling stock.....	19,000 00
Drainage.....	25,000 00
New wall.....	60,000 00
	769,725 00

G. S. MALÉPART,
Accountant.

TÉLESPHORE OUMET,
Warden.

DORCHESTER PENITENTIARY.

No. 1.

ANNUAL REPORT OF THE WARDEN FOR THE YEAR ENDED
30TH JUNE, 1892.

DORCHESTER PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to submit my annual report, with the necessary returns, of the Dorchester Penitentiary, for the year ended 30th June, 1892.

On the 30th June, 1891, there remained 169 convicts; received since, 72 males and 4 females; total 245. Discharged during the year, 69 males, and transferred to Kingston Penitentiary 4 females, total 73, which left remaining at midnight on 30th June, 1892, 172 prisoners, an increase of 3 over the previous year. The daily average for the year was 170, a decrease of 5 over last year.

Our expenditure for the year was \$43,464.94, leaving an unexpended balance of \$147.44.

The hay crop, on the marsh, was almost a total failure, necessitating the purchase of considerable quantity. The marsh has been failing for years and from all the information I could gather I came to the conclusion that the marsh needed flooding by the tide. I secured the consent of all the owners of the marsh in the body in which ours is situated, to cut out the aboideaux and to make sufficient openings in the dyke, to admit the flow of the tide over the marsh. These openings were made in November and left open until the middle of June. Quite a deposit of mud was left on the marsh, from which I expect good results for a number of years; of course I do not expect very much hay this year.

The spruce lumber required to make butter tubs had to be purchased last year instead of getting it off of our own land as formerly—the supply having been exhausted.

The large reservoir has been thoroughly overhauled and repaired, in the same manner as the small one was two years ago.

The tailor and shoe shops have been enlarged and otherwise improved; they are now all that is required.

I have erected the new carriage house authorized by you on your last visit.

The wash-house is being repaired by putting up a brick wall behind and around one side, a couple of feet higher than the tubs, the wooden walls having rotted down. The ceilings I sheathed with pine boards; the steam from the hot water while washing continually destroyed the plaster and a new cement floor has been put down, the old one not having been constructed in a proper manner in the first place.

The Minister having approved and authorized the building of a working kitchen and wood shed to all the houses occupied by the officers of the staff the same as the one I built last year and which met with your approbation, I will have them built as fast as I can, building a couple each year.

I had a brush fence put around all our wilderness land and converted it into a pasture for our young cattle. I have a gang of prisoners at work clearing up that portion of it that will grow vegetables.

The rust struck our potatoes in August, before they had time to mature and a large quantity of them rotted in the cellar during the winter, if this had not happened we would have had sufficient for our use.

We lost a very valuable brood-mare while in pasture on the marsh last summer.

Robert Welsh a young lad 14 years old, who was serving a seven years' sentence, for manslaughter, died of consumption on the 11th January last. I learned

Department of Justice.

that he had, the day before his death, expressed a wish that his body could be interred beside that of his mother, in Truro. I sent the body to Truro and telegraphed a friend there to carry out the poor boy's wish.

The conduct of the prisoners has been very good.

Guard Samuel Barnes was retired on account of continued ill-health. Teamster John McDougall was promoted to the position of guard and Thos. F. Gillespie was appointed teamster.

I have very much pleasure in reporting that the services of the chaplains have been most satisfactory and I know that they are doing good work. While on this subject probably it would not be out of place if I were to put on record here, the opportunities that prisoners have in this prison for reformation.

There are two chaplains, a Protestant and Roman Catholic. These gentlemen have, in addition to their Sunday services, Bible class once a week, religious instruction twice, and choir practice once. The sick are visited regularly by the chaplains. There are a general and two religious libraries. Magazines and other good and useful books are allowed to be received. There is school for an hour every week day, which is well attended, to teach those who have not been fortunate enough to have had this privilege before coming here. Young boys and middle aged men have come here unable to read or write, who have gone away able to do both. Each prisoner has a lamp in his cell until 9.30 in the evening, this gives them ample time to study their lessons and do their reading. There are eight trade instructors, and as many as can be are taught trades. As much care is taken in their moral and religious training as is ordinarily exercised by a parent over his children. Altogether I think the opportunities here for reformation will compare favourably with those enjoyed in reformatories.

We have had those who were reared in orphan homes, religious schools and reformatories, who were when they came here, which was only a few weeks after their discharge from those institutions, as bad as the generality of those that come here; therefore we must not be discouraged should some return for the second or third time.

I have the honour to be, sir,

Your obedient servant,

JOHN B. FORSTER,

Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 2.

DORCHESTER PENITENTIARY.

PER CAPITA Cost of Convicts for the Year ended 30th June, 1892.

Daily average, 170.

	Cash Expenditure for 1891-92.	Deduct Stock on hand 30th June, 1892.	Net Ex- penditure for 1891-92.	Add Stock on hand, 30th June, 1891.	Actual Cost for 1891-92.	Per capita Cost.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Salaries.....	24,820 53				24,820 53	144 24 ³ / ₄
Retiring gratuity.....	617 96				617 96	3 63 ¹ / ₂
Uniforms.....	1,104 05	430 17	673 88	314 47	988 35	5 81 ³ / ₄
Rations.....	5,895 28	406 14	5,489 14	1,148 96	6,638 10	39 05 ¹ / ₂
Convict clothing.....	1,840 67	869 44	971 23	823 40	1,794 63	10 55 ¹ / ₂
Discharge clothing.....	649 21	107 82	541 39	42 46	583 85	3 44 ¹ / ₂
do allowances.....	516 00				516 00	3 01
Bedding.....	371 47	191 44	180 03	23 62	203 65	1 20
Interments.....	7 72				7 72	0 04 ¹ / ₂
Chapel.....	155 15				155 15	0 91 ¹ / ₂
Libraries.....	66 92				66 92	0 39 ¹ / ₂
Escapes.....	35 88				35 88	0 21
Hospital.....	342 46	69 15	273 31	106 70	380 01	2 24
Transfer of prisoners.....	250 75				250 75	1 47 ¹ / ₂
Heating.....	444 35			350 00	794 35	4 67
Light.....	314 72	28 72	286 00	24 23	310 23	1 82 ¹ / ₂
Repairs to buildings.....	280 66				280 66	1 65
Maintenance of machinery.....	464 29				464 29	2 73
Kitchen.....	261 03				261 03	1 54
Stationery.....	100 81				100 81	0 59 ¹ / ₂
Queen's Printer.....	54 40				54 40	0 32
Farm and stables.....	1,965 99				1,965 99	11 56 ¹ / ₂
Telegrams.....	15 27				15 27	0 09
Postage.....	82 28				82 28	0 48 ¹ / ₂
Freight.....	244 94				244 94	1 44
Express.....	14 65				14 65	0 08 ³ / ₄
Advertising.....	68 79				68 79	0 40 ¹ / ₂
Interest.....	54 25				54 25	0 32
Telephone.....	20 00				20 00	0 12
Officer's quarters.....	26 00				26 00	0 15
Office furnishings.....	63 90				63 90	0 37 ³ / ₄
Travelling expenses.....	27 11				27 11	0 16
Industries.....	2,287 45	1,896 92	390 53*	2,613 76	3,004 29	17 67 ¹ / ₂
	43,464 94	3,999 80	8,805 51	5,447 60	44,912 74	262 44

Amount of revenue year ended 30th June, 1892..... \$ 2,836 55

Per capita cost..... \$ 264 19

Deduct for revenue..... 16 69

Actual cost per capita..... \$ 247 50JOHN B. FORSTER,
Warden.JOHN A. GRAY,
Accountant.

Department of Justice.

No. 3.

REPORT OF THE PROTESTANT CHAPLAIN.

DORCHESTER PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to submit my report, as Protestant chaplain of the Dorchester Penitentiary, for the year ending with the 30th June, 1892.

On that day there were 126 convicts, as against 117 on the corresponding day of 1891, and as against 119 on 30th June, 1890. I regret to add that statement shows an increase of 5 per cent upon any preceding year.

We have only the oft told tale of "the daily round, the trivial task," with few circumstances of an unusual character, to differentiate one day or one year from another. And yet, it is of the first moment that the ever recurring public services, sermons, and addresses and private monitions shall retain spirit and freshness to give them point and effect.

The voluntary attention, apart from the compulsory attendance, of the prisoners during Divine service, as I have, in substance at least, said more than once before, leaves little to be desired on that particular; whilst anything like an actual breach of decorum is entirely unknown.

I am not quite as well satisfied with the musical part of the service as I would like to be, seeing we have frequent choir practice; but the dissatisfaction I feel, arises out of the frequently recurring removal of outgoing men who have been partly trained, and whose places are filled by untrained prisoners. But, all said and done, with such material as we have, we do the best that we can.

I am glad to be able to say, that to refer to the General Library is the same thing as to say that it is as satisfactory to my brother Chaplain as to myself; and that under Mr. Gray's management it is in better and smoother working condition than it has ever been.

The same kind of statement must be made in any reference to the day school, the showing of which is very good. The average attendance has shown since Mr. Gray took charge of the school in 1889, a steady increase. In that year the average attendance was 39.25; whereas, for the year just closed, it was 52.9. The school discipline is perfect; the pupils show much genuine interest in their work, and a real desire to learn, from which, to some extent, may fairly be inferred some desire to reform.

The appointment of a Royal Commission on the liquor traffic prompted me to ascertain from the data at my command, the proportion of convicts who refer to liquor as the cause of their crime. I found the proportion to be a slight fraction over 41 per cent. This is lower than is generally or popularly supposed; but, even with this proportion, we find that outgoing men frequently change that statement, and assign some other cause.

One convict under my charge died during the year. Some time before he died, having professed repentance toward God, and faith towards our Lord Jesus Christ, I baptized him; and, afterwards, at his own earnest desire, I administered the Holy Communion to him, to his great comfort.

I continue to be debtor to all the officers, from the warden down, for uniform courtesy, and readiness to help me whenever I require assistance.

I have the honour to be, sir,
Your obedient servant,

J. ROY CAMPBELL,
Protestant Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 4.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

DORCHESTER PENITENTIARY, 1st September, 1892.

SIR,—I have the honour to submit to you my annual report for the year ended 30th June, 1892, on which date I had 52 convicts inscribed on my register as against 51 last year. Out of that number, 13 are preparing for their first communion; 5 have not yet been baptized but are under a course of instruction. During the year 5 have been admitted for the first time to the sacrament of Holy Eucharist and 2 to baptism. The catechism class is weekly attended by 29, six of them unable to read. I had to set apart an hour during the week to teach them. These figures show that the great majority of convicts are in a great need of religious instruction, the absence of which in most cases has led them here. When the amount of good to be done is so great, and, at the same time, the conditions are so favourable, it is not surprising that a pastor of souls should express his satisfaction and the consolation he feels in ministering to such needs. In my last report I gave expression to this sentiment, and I herein repeat it. The longer I remain in this field of labour the fonder I feel of my work and of the men under my charge. Of course it would be too much of a gratification could I state that they all reform or all work in that direction; but it is yet very pleasant to know that some do. Others amend to a certain extent, a very effective step to a fuller conversion; whilst a few remain obdurate to the voice of God and rebellious to his divine grace. In the course of the past year I heard from four or five convicts, who wrote to me after their discharge from penitentiary, that they had secured work, kept away from bad company, adopted good steady habits and felt happy. They moreover expressed their gratitude to those who had been instrumental in directing their steps on the right path.

In the chapel, at catechism classes, in whatever occasion or place I have to meet the convicts, I must in justice say that, to a man, their behaviour is most commendable. Their attention and general demeanour during mass and public instructions is praiseworthy, being rather filial than servile.

The choir, I am pleased to say, is growing more and more efficient and renders every Sunday the different chants of divine service in a manner at once admirable and edifying. This is not surprising as organist and singers are indefatigable in their efforts to ensure this result by long and attentive rehearsals. Here I cannot refrain from paying you, Mr. Inspector, my tribute of thanks for your efforts, reiterated in your report of last year, to press strongly the just claims of the different organists to an increase of salary.

The libraries continue to be well conducted and books distributed regularly. I was given to understand that the warden is to apply for a special grant to furnish the general library with some of the books selected conjointly by himself and chaplains; and it will be, I feel certain, a necessary and profitable expenditure. I add yearly a few volumes to the Catholic library.

In conclusion we must all be thankful to you, Mr. Inspector, for your untiring zeal in devising judicious ways to reform the criminal classes, as your last year's report is an ample proof. I was very favourably impressed with some of the suggestions therein, which being put into effect would certainly accomplish the object in view. Neither can I pass over in silence what you yourself call a very good suggestion in the report of the Protestant chaplain of Kingston when he says: "That every convict should be paid what his work is actually worth; that the expenses of the institution should be charged against this at a just *per capita* rate. This ought to give every man a personal interest in preventing waste, either of food or material; that every wife, child, mother or other person dependent on any convict should have a lien on the surplus earnings of that convict remaining after such deduction of expenses, amount of lien to be determined by circumstances in each case; that any further surplus should be divided equally between the Government

Department of Justice.

and the convict himself. From such an arrangement I would hope for several desirable results." Morally speaking I would venture to say that this plan, if put into execution, would have a most salutary influence over most convicts.

The uniform civility and gentlemanly demeanour of all the officials towards me I cannot ignore, and to mention it here is to show my high appreciation thereof.

I have the honour to be, sir,
Your obedient servant,

A. D. CORMIER, Priest,
Roman Catholic Chaplain.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 5.

REPORT OF THE SURGEON.

DORCHESTER PENITENTIARY, 30th September, 1892.

SIR,—I have the honour to submit my report for the year ended 30th June, 1892.

The state of the institution is in the same good condition that has always prevailed since it was opened twelve years ago; cleanliness, good ventilation and a proper temperature being its most marked characteristics.

The enlargement of the shoemaker's and tailor's shops is a most satisfactory improvement as regards health, and affords better facilities for good work; there being plenty of room and good light.

The water supply continues abundant, affording a full quantity for every desirable purpose in the prison as well as supplying the officers' cottages.

The men have been employed largely this season in farming operations and other outside work which tends to keep them in good health. My experience has been that there is nothing that is so conducive to health and contentment amongst prisoners as moderate systematic daily employment for all; just and fair treatment to the industrious and prompt discipline to the negligent. The lazy man is invariably the one who complains most, and idleness tends to deprave even a good man.

The number of prisoners admitted this year has been larger than in any previous one—72 males and 4 females. The physical condition was not as good as last year's admissions; 9 lads came here at the age of 16, or under; 7 between 40 and 60, and 2 over 60. We concluded our year's admissions by the reception of 2 diminutive Micmac Indians, aged respectively 10 and 11 years. A considerable number of those were suffering from syphilitic or kindred diseases on admission.

The general and physical condition of the convicts throughout the year has been satisfactory. The number sent to hospital was 23; there was one death from consumption. The number of applications for advice and treatment was 2,874. There is included in the above applications, a considerable number of convicts who were suffering from slight ailments, but were not so ill as to justify me in placing them in hospital; and yet requiring medical treatment. We have not been visited by any contagious disease and there have been no serious accidents.

Annexed are the tables showing the cases treated in the cells and hospital.

I have the honour to be, sir,
Your obedient servant,

ROBERT MITCHELL, M.D.,
Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

CASES treated in the Cells of the Dorchester Penitentiary during the Year ended 30th June, 1892.

Diseases.	Remained.	Admitted.	Discharged.	Remaining.	Diseases.	Remained.	Admitted.	Discharged.	Remaining.
Abscesses.....	1	17	18		Influenza.....		1	1	
Anasarca.....		1	1		Lepra.....		4	4	
Asthma.....	1			1	Mumps.....		4	4	
Boils.....		2	2		Malignerger.....		1		1
Bruises.....		3	3		Ophthalmia.....		11	11	
Catarrh.....	1	1	2		Orchitis.....		3	3	
Colds.....		18	18		Phthisis.....	2	5	6	1
Costiveness.....	3	25	28		Psoriasis.....	1	5	6	
Cephalalgia.....		4	4		Polypus.....		1	1	
Dysentery.....		16	16		Pyrosis.....		9	9	
Dyspepsia.....	3	4	6	1	Pneumonia.....		2	2	
Diarrhea.....	2	65	63	4	Paronychia.....		1	1	
Erysipelas.....		1	1		Rheumatism.....		10	10	
Eczema.....		7	7		Syphilis.....		2	2	
Enteritis.....		7	7		Scalds.....		2	2	
Fistula.....	2	1	2	1	Sprains.....		4	4	
Gonorrhoea.....		7	7		Stricture.....		2	2	
Herpes.....		1	1		Scabies.....		2	2	
Heart disease.....		3	3		Sore throat.....		22	22	
Hemoptosis.....		2	2		Teeth extracted.....		33	33	
Hepatitis.....		1	1		Wounds.....		26	26	
Hemorrhoids.....	1	4	5		Varicella.....		1	1	

ROBERT MITCHELL,
Surgeon.

CASES treated in the Hospital of the Dorchester Penitentiary for the Year ended 30th June, 1892.

Diseases.	Remained.	Admitted.	Discharged.	Died.	Remaining.
Anasarca.....		1	1		
Asthma.....		2	2		
Diarrhoea.....		5	5		
Dysentery.....		3	3		
Hepatitis.....		1	1		
Malignerger.....		1			1
Pleuro-pneumonia.....		3	3		
Phthisis.....	1	2	2	1	
Pneumonia.....		1	1		
Pemphagus.....		1	1		
Rheumatism.....		1	1		
Syphilis.....		1	1		
Typhilitis.....		1	1		
	1	23	22	1	1

ROBERT MITCHELL,
Surgeon.

Department of Justice.

No. 6.

REPORT OF THE SCHOOLMASTER.

DORCHESTER PENITENTIARY, 30th September, 1892.

SIR.—I beg leave to submit my report as schoolmaster for the year ended 30th June, 1892.

The daily average attendance during the year was 52·9, as compared with 52·08 for the year preceding, being an increase for the year just closed of ·82; and this notwithstanding the fact that the prison population of the latter year was 5 less than for 1890-91. Were it not that so many men are employed during the summer months on the farm and in winter gathering fuel, lumbering, &c., at such a distance from the prison as to prevent them coming to the school, the attendance would be somewhat larger than it really is.

Very considerable progress has been made by the large majority of those attending, and it is most encouraging to find many who, on first coming knew nothing more than the alphabet, able, after a few months' attendance, to read, write, and figure with a good deal of proficiency.

The conduct of those attending was—with very few exceptions—excellent, and on only two occasions during the year was I obliged to dismiss a pupil for misbehaviour.

I have the honour to be, sir,
Your obedient servant,

JOHN A. GRAY,
Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

No. 7.—List of Convicts received at the Dorchester Penitentiary during the Year ended 30th June, 1892.

Name.	Term.	When received.	Nationality.	Religion.	Married or Single.	Whence received.	Age.	Trade.	Crime.
Frederick Bevan	7 years	1891.	Canadian	Episcopal	Married	Charlottetown, P.E.I.	32	None	Receiving stolen goods.
Mari A. Cumming	3 do	July 28	do	do	Single	do	16	do	House breaking and larceny.
John T. Connolly	3 do	do 28	do	Roman Catholic	do	do	18	do	do
Norman Valley	2 do	do 28	do	do	do	do	21	do	Larceny.
William McDougall	4 do	do 29	do	do	do	Cape Breton	16	do	Obstructing railway.
Angus McDougall	4 do	do 29	do	do	do	do	13	do	do
Peter Copeland	3 do	do 31	do	Methodist	do	Truro, N.S.	23	do	Forgery.
Frederick McLean	3 do	do 31	do	Presbyterian	do	do	20	do	Burglary.
Archibald Taylor	2 do	Aug. 20	do	Baptist	do	Albert, N.B.	19	do	Larceny.
John Arthur	3 do	do 21	English	Episcopal	do	Halifax, N.S.	22	Stoker	do
William Woodworth	3 do	do 21	do	do	do	do	22	Shoemaker	do
Thomas Williams	2 do	do 24	Canadian	Roman Catholic	do	Dorchester, N.B.	17	Plasterer	do
Harriet McDonald	4 do	Sept. 1	English	Methodist	do	St. John, N.B.	25	None	do
William Brown	2 do	do 16	Canadian	Roman Catholic	do	Kentville, N.S.	26	None	Assault.
John Cable	2 do	do 24	do	Presbyterian	Married	Newcastle, N.B.	26	do	Shop-breaking and larceny.
Rory McIsaac	2 do	do 24	do	Episcopal	do	do	20	do	do
Michael Fannon	2 do	do 25	do	Roman Catholic	Single	do	21	Sailor	Attempted rape.
Hugh McRoberts	3 do	Oct. 1	do	do	do	Amherst, N.S.	25	do	Assault and robbery.
Hugh McMaster	3 do	do 1	Irish	do	do	St. John, N.B.	31	None	do
Homer Harris	2 do	do 5	Canadian	do	Married	Inverness, C.B.	29	Blacksmith	Manslaughter.
James P. Haines	2 do	do 7	do	Baptist	Single	Digby, N.S.	17	None	do
John Perry	2 do	do 20	do	Roman Catholic	Married	Guysboro, N.S.	31	do	Larceny.
Thomas Davidson	2 do	do 20	do	Presbyterian	Single	Summerside, P.E.I.	15	do	House-breaking and larceny.
Henry Randow	4 do	do 21	do	do	do	Amherst, N.S.	22	do	Larceny.
Reuben Shaw	3 do	do 23	German	do	do	Windsor, N.S.	28	Stonecutter	do
Alexander Davidson	10 do	Nov. 7	Canadian	Roman Catholic	do	Halifax, N.S.	22	None	Aiding robbery.
Samuel Downey	4 do	do 7	do	Methodist	do	do	45	Stonecutter	Robbery and assault.
William McIntosh	8 do	do 7	do	Episcopal	do	do	23	None	Aiding robbery.
Simeon Reynolds	3 do	do 12	Newfound	Presbyterian	do	do	20	do	Burglary and larceny.
Charles String	3 do	do 25	do	Methodist	do	Albert, N.B.	23	do	do
William McKenzie	2 do	do 25	do	Episcopal	do	Halifax, N.S.	34	Clerk	Forgery.
Alexander McDonough	3 do	do 25	Canadian	Presbyterian	do	do	18	Plumber	Burglary and larceny.
Alfred Gillis	4 do	Dec. 4	do	Roman Catholic	do	do	16	None	do
James Bruce	2 do	do 2	do	do	do	Sidney, C.B.	19	Machinist	Larceny.
George Jackson	2 do	do 2	U. States	Episcopal	do	Antigonish, N.S.	18	None	do
William Bishop	2 do	do 2	do	Presbyterian	do	do	17	Shoemaker	do
James Tower	2 do	do 12	Canadian	Baptist	do	Dorchester, N.B.	24	None	do

Department of Justice.

1892.		Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
John McKenna	5 do	8	12	16	12	10	3	20	20	20	20	20	20
Amos Melvin	5 do	12	23	2	12	11	3	20	20	20	20	20	20
Lavinia Lindsay	Life	23	23	2	12	11	3	20	20	20	20	20	20
Margaret McKean	3 years	23	23	2	12	11	3	20	20	20	20	20	20
Jennie Mack	2 do	23	23	2	12	11	3	20	20	20	20	20	20
William J. Clarke	3 do	1	1	2	8	4	3	20	20	20	20	20	20
John Cumming	3 do	2	2	5	8	4	3	20	20	20	20	20	20
John White	5 do	5	5	5	8	4	3	20	20	20	20	20	20
Stephen Tobin	5 do	5	5	5	8	4	3	20	20	20	20	20	20
William Boutlier	5 do	5	5	5	8	4	3	20	20	20	20	20	20
John Connors	5 do	8	8	8	8	4	3	20	20	20	20	20	20
Wesley Doggett	2 do	8	8	8	8	4	3	20	20	20	20	20	20
Henry Awalt	6 do	16	16	16	12	11	3	20	20	20	20	20	20
Joseph Blanchard	3 do	2	2	2	12	11	3	20	20	20	20	20	20
John Scanlon	2 do	2	2	2	12	11	3	20	20	20	20	20	20
Robert Desmond	2 do	2	2	2	12	11	3	20	20	20	20	20	20
Edward Gibson	3½ do	29	29	29	12	11	3	20	20	20	20	20	20
Ranna Cossitt	2½ do	12	12	12	12	11	3	20	20	20	20	20	20
Robert Horn	7 do	12	12	12	12	11	3	20	20	20	20	20	20
Charles Stewart	2 do	4	4	4	12	11	3	20	20	20	20	20	20
Morton Ricker	3 do	9	9	9	12	11	3	20	20	20	20	20	20
William Beatty	2½ do	10	10	10	12	11	3	20	20	20	20	20	20
James Joudrey	4 do	11	11	11	12	11	3	20	20	20	20	20	20
Joseph Harris	6 do	12	12	12	12	11	3	20	20	20	20	20	20
James English	8 do	16	16	16	12	11	3	20	20	20	20	20	20
Abraham Pine	5 do	24	24	24	12	11	3	20	20	20	20	20	20
John Canning	2 do	31	31	31	12	11	3	20	20	20	20	20	20
Benjamin McDuff	2 do	3	3	3	12	11	3	20	20	20	20	20	20
Henry Brown	3 do	3	3	3	12	11	3	20	20	20	20	20	20
Delbert E. Williams	3 do	20	20	20	12	11	3	20	20	20	20	20	20
Edward Buckles	4 do	20	20	20	12	11	3	20	20	20	20	20	20
John Nodel	5 do	20	20	20	12	11	3	20	20	20	20	20	20
William Sibley	2 do	20	20	20	12	11	3	20	20	20	20	20	20
Samuel Beatty	2½ do	22	22	22	12	11	3	20	20	20	20	20	20
James F. McBean	3 do	25	25	25	12	11	3	20	20	20	20	20	20
Harry Starratt	2 do	25	25	25	12	11	3	20	20	20	20	20	20
Edmund Hartling	2 do	25	25	25	12	11	3	20	20	20	20	20	20
Levi Dimock	3 do	25	25	25	12	11	3	20	20	20	20	20	20

No. 8.

STATEMENT of the Movements of Convicts at the Dorchester Penitentiary during the Year ended 30th June, 1892.

	Male.	Female.	Total.	Male.	Female.	Total.
Remaining at 12 p.m., 30th June, 1891.....	169		169			
Received since—						
From common jails.....	72	4	76			
Discharged since—				241	4	245
By expiration of sentence.....	54		54			
Pardon.....	13		13			
Death.....	1		1			
Escape.....	1		1			
Sent to Kingston penitentiary.....		4	4			
Remaining at 12 p.m., 30th June, 1892.....				69	4	73
				172		172

Department of Justice.

No. 9. COMPARATIVE STATEMENT of the Movements of Convicts at the Dorchester Penitentiary for the twelve years ended 30th June, 1892.

YEARS.	ADMISSIONS.						DISCHARGES.										Remaining at 12 p.m. on 30th June.		Yearly Average.				
	Penitentiary.		St. John Penitentiary.		Common Jails.		Kingston Penitentiary.		TOTAL.		Pardon.		Death.		Escape.					Kingston Penitentiary.		Kingston Insane Asylum.		TOTAL.
	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.	Male.	Female.		Male.	Female.	Male.	Female.
1880-81.	61	2	64	1	56	1	180	4	184	42	2	13	1	30	86	2	88	94	2	96	115		
1881-82.					44	3	44	3	47	32	8	1	1	42	42		42	96	5	101	95½		
1882-83.					57		57		57	25	3	5		33	33		33	120	5	125	112½		
1883-84.					44	5	44	5	49	28	4	3		1	32	4	36	132	6	138	129½		
1884-85.					64	4	64	4	68	41	6	3	2	2	51	9	60	145	1	146	143		
1885-86.					53	4	54	4	58	37	8	1	4	2	51	4	55	148	1	149	143		
1886-87.					51		51		51	36	5	1	3		46	1	47	153		153	144		
1887-88.					50	3	50	3	53	28	14		2	2	47	2	49	156	1	157	154		
1888-89.					51	1	51	1	52	33	8		4		45	2	47	162		162	149½		
1889-90.					70	2	70	2	72	33	22		1	1	58	2	60	174		174	173		
1890-91.					46	2	46	2	48	41	9		1		51	2	53	169		169	175		
1891-92.					72	4	72	4	76	54	13		1	1	69	4	73	172		172	170		
Total.	61	2	64	1	657	29	786	32	815	430	6	112	5	37	611	32	643						

No. 10.

RETURN of Convicts who were pardoned out of the Dorchester Penitentiary during the Year ended 30th June, 1892.

Name.	Crime.	Where convicted.
James McDonald.....	Larceny.....	St. John, N.B.
John Yeomans.....	do.....	do.....
Geo. M. Lee.....	Wounding to prevent arrest.....	Frederickton, N.B.
Newton Lee.....	do do.....	do.....
Frank Hamilton.....	Forgery.....	Halifax, N.S.
Caleb Davidson.....	Burglary and larceny.....	St. John, N.B.
Thos. Hann.....	Larceny.....	Halifax, N.S.
Robert Williams.....	Assault and robbery.....	do.....
Robert Davis.....	Wounding.....	St. John, N.B.
John Murray.....	Larceny.....	Truro, N.S.
Douglas Paris.....	do.....	do.....
Arthur Armondale.....	Shooting with intent to kill.....	Annapolis, N.S.
W. H. Crossman.....	Bigamy.....	Amherst, N.S.

No. 11.

LIST of Convicts who have Died in the Dorchester Penitentiary during the Year ended 30th June, 1892.

Name.	Crime.	Where convicted.
Robert Welsh.....	Manslaughter.....	Truro, N.S.

No. 12.

LIST of Convicts who were recommitted to the Dorchester Penitentiary during the Year ended 30th June, 1892.

Name.	Recommitment.
Alexander Conners.....	First recommitment.
Thomas Davidson.....	do.....
John McKenna.....	do.....
Henry Awalt.....	do.....
Charles Stewart.....	Second recommitment.
Joseph Harris.....	First do.....
Henry Brown.....	do do.....

Department of Justice.

No. 13.

CRIMINAL STATISTICS of prisoners remaining in the Dorchester Penitentiary on the
30th June, 1892.

	Description.	Number.		Description.	Number.	
Crime.....	Larceny.....	56	Nationality	Scotch.....	3	
	Burglary and larceny.....	45		United States.....	7	
	Assault and robbery.....	9		Newfoundland.....	4	
	Shooting with intent.....	8		West Indies.....	3	
	Attempted rape.....	7		France.....	1	
	Manslaughter.....	7		Germany.....	1	
	Forgery.....	5				
	Rape.....	5			172	
	Burglary.....	4		Age.....	Under 15 years.....	2
	Arson.....	4			15 to 20 do.....	32
	Obstructing railway.....	4	20 to 30 do.....		80	
	Murder.....	3	30 to 40 do.....		35	
	Buggery.....	2	40 to 50 do.....		15	
	Assault.....	2	50 to 60 do.....		4	
	Receiving stolen goods.....	2	60 to 70 do.....		2	
	Attempt to murder.....	1	Over 70 do.....		2	
	Sending threatening letter.....	1				
	House-breaking.....	1			172	
	Robbery.....	1	Religion.....	Roman Catholic.....	52	
	Horse-stealing.....	1		Church of England.....	42	
Bigamy.....	1	Baptist.....		31		
Procuring abortion.....	1	Methodist.....		22		
Fraud.....	1	Presbyterian.....		21		
Malicious injury to property.....	1	Protestant.....		3		
		Congregationalist.....		1		
	172					
Sentence.....	2 years.....	40		Occupation	Labourers.....	125
	2½ do.....	1			Sailors.....	8
	2¾ do.....	4	Barbers.....		5	
	3 do.....	32	Shoemakers.....		4	
	3½ do.....	2	Stonecutters.....		4	
	4 do.....	15	Clerks.....		3	
	5 do.....	18	Plasterers.....		2	
	6 do.....	6	Carpenters.....		2	
	7 do.....	10	Butchers.....		2	
	8 do.....	5	Soldiers.....		2	
	9 do.....	2	Millwright.....		1	
	10 do.....	10	Stoker.....		1	
	11 do.....	1	Blacksmith.....		1	
	12 do.....	2	Plumber.....		1	
	14 do.....	3	Machinist.....		1	
	15 do.....	4	Dyer.....		1	
	16 do.....	2	Teacher.....		1	
	20 do.....	4	Cook.....		1	
	25 do.....	1	Druggist.....		1	
	28 do.....	1	Painter.....		1	
Life.....	8	Weaver.....	1			
		Baker.....	1			
	172	Steamfitter.....	1			
		Shipwright.....	1			
Race.....	White.....	154			172	
	Coloured.....	18				
		172				
Nationality.	Canadian.....	137				
	English.....	9				
	Irish.....	7				
		172				

No. 13.—CRIMINAL STATISTICS of prisoners in Dorchester Penitentiary, &c.—*Conclud.*

	Description.	Number.		Description.	Number.
Civil Condi- tion	Married	35	<i>Province.</i>	<i>County.</i>	
	Single	131	New Bruns- wick.....	Albert	6
	Widowers.....	6		Charlotte	3
		172		Madawaska	3
<i>Province.</i>	<i>County.</i>			Northumberland	3
Nova Scotia.	Halifax	34		King's	2
	Cumberland	13		Victoria	2
	Colchester	11		Carleton	2
	Queen's	7		Restigouche	1
	Pictou	7		York	1
	Inverness	6		Kent	1
	Hants	5			49
	Annapolis	5			
	Cape Breton	5	P. E. Island.	Queen's	8
	Lunenburg	4		Prince	5
	Antigonish	4		King's	1
	Digby	4			14
	King's	3			
	Guysboro'	1			
		109	Total by Pro- vinces	Nova Scotia	109
				New Brunswick.....	49
New Bruns- wick.....	Westmoreland	13		P. E. Island	14
	St. John	12			172

Department of Justice.

No. 14.

RETURN showing Punishments awarded in the Dorchester Penitentiary during the Year ended 30th June, 1892.

Months.	No. in Dark Cell.	No. on Bread and Water.	No. deprived of School.	No. deprived of Light.	No. deprived of Books.	No. deprived of Tobacco.	No. deprived of Letters.	No. admonished.
1891.								
July	3	3		2	1	4	2	3
August	1	1	1			1		4
September	6	6		6	2	4	2	3
October	2	2		1		1		2
November	6	6	1	1	1	1		1
December	7	7		4	1	3	1	2
1892.								
January	2	2	1	1		1		4
February	6	6		4	2	3	1	3
March	8	8		1		1		1
April	3	3		1		1	1	2
May	3	3		2	1			3
June	10	10	1	4	2	3	1	1
	57	57	4	27	10	23	8	29

No. 15.

RETURN showing Remission Time earned during the Year by Convicts remaining in the Dorchester Penitentiary on 30th June, 1892.

No.	—	Days.	No.	—	Days.
33	Convicts earned	120	4	Convicts earned	84
1	do	119	7	do	82
3	do	118	16	do	80
1	do	117	4	do	79
5	do	116	9	do	75
1	do	115	4	do	74
3	do	113	4	do	70
6	do	110	3	do	69
1	do	107	13	do	65
2	do	105	7	do	60
21	do	90	9	do	30
9	do	85	6	do	15

No. 16.

RETURN showing employment of convicts in the Dorchester Penitentiary as on 30th June, 1892.

How employed.	No.	How employed.	No.
Carpenter shop.....	12	Building dyke.....	22
Blacksmith shop.....	3	Working in yard.....	17
Shoe shop.....	15	Prison work.....	13
Tailor shop.....	21	Kitchen.....	7
Machine shop.....	4	Sick.....	4
Pail making.....	11	Hospital.....	3
Saw-mill.....	17	Idle.....	1
Bakery.....	3		
Stables and teamsters.....	10		
Farm.....	9	Total.....	172

No. 17.

RETURN of the value of labour, exclusive of materials, on work done in the Dorchester Penitentiary, for the Year ended 30th June, 1892.

Various departments.	Amount.
	8 cts.
Carpenter shop.....	1,366 50
Tailor shop.....	2,525 50
Shoe shop.....	1,223 00
Blacksmith shop.....	525 00
Machine shop.....	571 00
Bakery.....	466 50
Saw-mill.....	2,604 50
Wooden manufactures.....	2,393 50
Farm.....	1,628 50
Stables and teamsters.....	2,141 50
Cutting and hauling firewood.....	1,779 50
Boiler room.....	290 00
Work on dyke.....	551 00
Kitchen.....	964 50
Waiters and cleaners.....	1,967 50
Washing.....	645 50
Barber.....	127 50
General work around yard.....	1,608 50
	23,379 50

Department of Justice.

No. 16.

REVENUE.

DR. THE DOMINION OF CANADA in Account with the Dorchester Penitentiary, for the Year ended 30th June, 1892. Cr.

1891.		1892.		1892.		1892.	
				\$	cts.	\$	cts.
Aug. 4...	To deposit to credit of Receiver-General.	June 30...	By Woodenware.....	47	96	2,037	69
do 22...	do		Shoe shop.....	28	05	209	98
do 31...	do		Tailor do.....	39	22	167	77
Oct. 3...	do		Carpenter do.....	66	18	107	59
Nov. 5...	do		Machine do.....	78	40	18	50
do 21...	do		Baker.....	76	31	52	11
Dec. 3...	do		Farm.....	64	62	242	91
1892.							
Jan. 5...	do			28	00		
Feb. 23...	do			52	84		
March 2...	do			77	62		
April 4...	do			26	05		
May 4...	do			427	49		
June 4...	do			64	36		
do 13...	do			49	85		
do 25...	do			70	03		
July 2...	do			1,027	72		
do 5...	do			611	85		
				2,836	55	2,836	55

JOHN B. FORSTER,
Warden.

JOHN A. GRAY,
Accountant.

DORCHESTER PENITENTIARY.

DETAILS of Expenditure for the Year ended 30th June, 1892.

<i>Staff Salaries.</i>	\$ cts.	<i>Rations—Concluded.</i>	\$ cts.
Warden, John B. Forster	2,400 00	73 lbs. nails	683 83
Deputy warden, Charles Ross	1,300 00	1 doz. sheepskins	3 50
Accountant and schoolmaster, John A. Gray	1,200 00	66 lbs. kipskins	43 06
Surgeon, Robert Mitchell	1,200 00	1 side welt leather	2 72
Protestant chaplain, Rev. J. R. Campbell	600 00	1 side grain leather	3 15
Roman Catholic chaplain, Rev. A. D. Cormier	600 00	1 doz. red lining skins	7 50
Roman Catholic chaplain, Rev. A. D. Cormier, arrears	158 38	3 rolls boot webbing	1 50
Storekeeper and steward, John Fraser	860 00	2 boxes chalk	0 80
Engineer, James A. Piercy	900 00		1,104 05
Hospital overseer, F. A. Landry	700 00	<i>Rations.</i>	
Carpenter instructor, Charles Miller	700 00	907 lbs. tea, at 19c	172 33
Blacksmith do John Downey	700 00	3,652 do sugar, at 6c	219 12
Shoemaker do Nathan Tattrie	700 00	4,116 do oatmeal, at 3c	123 48
Tailor do Wm. R. Burns	600 00	5,000 do coarse salt, at 3c	25 00
Woodenware do Wm. Hogan	660 00	125 do pepper, at 17c	21 25
do do do arrears	70 00	1,969 do onions, at 3½c	68 92
do do Henry Godsoe	660 00	45 qtls. codfish, at \$4.50	202 50
do do do arrears	70 00	17 brls. mess pork, at \$17.50	297 50
Farmer, A. B. Pipes	660 00	25,289 lbs. beef, at 6½c	1,642 24
Keeper, John Johnston	600 00	13 brls. herring, at \$4	52 00
Messenger, James McDougall	550 00	115 galls. vinegar, at 20c	23 00
Guards, 13 at \$500	6,500 00	393 do molasses	176 85
do 1 at 500, 3 months	124 98	531½ lbs. tobacco, at 35c	186 10
do 1 at 430	430 00	1,539 do beans, at 3½c	50 02
do 3 at 400	1,200 00	5 bags fine salt	8 91
do 1 at 400, 9 months	300 00	672 lbs. rice, at 3½c	26 04
Teamster, 1 at \$300, 11 months 17 days	285 53	400 brls. flour, \$5.68	2,272 00
Special matron, Mrs. Forster	91 34	29 lbs. hops, at 50c	14 50
	24,820 53	50 do malt, at 6c	3 00
		392 do barley, at 2½c	9 80
		4 brls. peas, at \$5	20 00
		420 lbs. butter, at 20c	84 00
		6 brls. cornmeal, at \$3.25	19 50
		400 bush. potatoes, at 40c	160 00
		Xmas extras	17 22
			5,895 28
<i>Retiring Gratuity.</i>		<i>Convict Clothing.</i>	
Samuel Barnes	617 96	1,011½ yds. grey flannel, at 40c	404 70
		323¼ do grey tweed, at 44c	142 23
		403 do black and grey tweed, at 50c	201 51
		96½ do coat canvas	13 51
		124½ do drilling	13 73
		408½ do grey cotton	24 49
		228 do twilled cotton	19 00
		96 do holland	11 52
		7½ do corduroy	5 07
		141½ do French canvas	19 81
		56 do jean	7 28
		52 do white duck	9 88
		8½ do osnaberg	1 00
		161 straw hats	16 10
		10 pairs moccasins	16 00
		6 doz. handkerchiefs	5 70
		3 gross buckles	0 75
		3 do stay tape	0 69
		12 do pant buttons	1 56
		10 lbs. sewing silk	7 75
		36 do linen thread	68 00
		210½ do yarn	105 13
		30½ do drafting paper	2 44
		4 do beeswax	1 88
		2,087 do sole leather	440 02
		520 do wax do	147 92
		59½ do calfskin	44 45
<i>Uniforms.</i>			
551¼ yards serge	322 12		
45½ do frieze	29 57		
7 do broadcloth	34 30		
10½ do doeskin	18 38		
94½ do coat canvas	13 23		
167 do twilled cotton	13 36		
115½ do grey do	6 93		
121½ do Italian cloth	57 68		
51½ do corduroy	20 70		
141 do fancy silesia	17 72		
52 do black do	6 11		
167 do cottonade	29 22		
7 do tweed	4 90		
52½ do fancy wool lining	17 32		
5 do sleeve lining	2 90		
4 gross buckles	0 85		
1 do braid	13 30		
1½ do stay tape	1 61		
6 tape lines	1 00		
12 reels twist	9 00		
2 doz. machine silk	16 00		
2 lbs. do	15 00		
1½ lbs. sewing silk	15 51		
35 fur caps	130 00		
34 cloth caps	43 00		
7 gross brass buttons	31 75		
253 lbs. sole leather	53 13		
73 pairs boot and shoe uppers	110 40		

Department of Justice.

No. 19.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Convict Clothing—Concluded.</i>	\$ cts.	<i>Interments.</i>	\$ cts.
2 sides welt leather.....	9 00	Clothing and coffin fittings.....	4 78
3 doz. sheepskins.....	10 50	Expressage of body to Truro.....	2 94
1 gross square awls.....	2 00		7 72
5 do sewing do.....	7 25	<i>Chapel.</i>	
100 lbs. zinc nails.....	11 00	Wine, altar, bread and candles.....	22 00
50 do hungarian nails.....	5 00	Washing altar linen.....	6 00
1 do bristles.....	0 60	Catechisms, beads and scapulars.....	4 00
50 do iron nails.....	2 50	Church ornaments.....	12 00
15 do shoe thread.....	10 20	Flambeaux, &c.....	11 15
6 do toe tacks.....	1 50	Roman Catholic organist Mrs. LeBlanc.....	50 00
3 gross lasting tacks.....	0 54	Protestant organist, Miss Forster.....	50 00
24 pairs lasts.....	10 20		155 15
1 doz. rasps.....	2 50	<i>Libraries.</i>	
6 pairs boot-forms.....	4 00	50 lbs. junk board, at 6c.....	3 00
10 boxes eyelets.....	2 00	2 copies Life Leo XIII.....	8 00
6 crimping machines.....	2 50	1 do Sir John A. Macdonald.....	6 00
2 doz. bottles burnishing ink.....	4 80	45 volumes.....	38 92
1 do shoe rasps.....	2 50	Subscription to St. John Sun.....	5 00
1 lb. hard ash.....	8 00	do <i>Empire</i>	6 00
Repairs to sewing machines.....	1 96		66 92
Subscription to Tailor's Journals.....	10 00	<i>Escapes.</i>	
	1,840 67	Expenses on search for escaped convict Peters.....	35 88
<i>Discharge Clothing.</i>		<i>Hospital.</i>	
522½ yds. tweed.....	270 83	85 lbs. biscuits.....	9 09
119 do holland.....	14 28	2 do coffee.....	0 80
44½ do Italian cloth.....	20 03	50 do granulated sugar.....	3 50
96 do coat canvas.....	13 44	1½ doz. oranges.....	0 73
110½ do silesia.....	12 96	2 do oysters.....	0 30
6 do braid.....	0 60	66 do eggs.....	9 61
22 do linen thread.....	24 00	179½ lbs. butter.....	33 92
24 gross buttons.....	17 72	61 yds. white cotton.....	6 99
1 lb. silk reels.....	7 50	4 doz. knives and forks.....	4 26
12 reels twist.....	10 37	1 box sponges.....	3 00
22 doz. handkerchiefs.....	21 80	8 rolls batting.....	0 40
5½ do neckties.....	8 45	1 doz. tumblers.....	1 20
7 do pairs braces.....	11 69	1 do pairs spectacles.....	1 20
6½ do felt hats.....	41 66	3 catheters.....	1 25
1½ do caps.....	4 90	2 yds. plaster.....	2 05
6½ do undershirts.....	39 00	Drugs and medicines.....	264 16
6½ do drawers.....	40 13		342 46
6½ do cotton shirts.....	37 09	<i>Transfer of Prisoners.</i>	
32 lbs. drafting paper.....	2 56	2 transfers to Kingston Penitentiary.....	250 75
2 bales wadding.....	10 00	<i>Heating.</i>	
44 calfskins.....	33 00	7 tons hard coal.....	38 65
12 sheepskins.....	3 50	137½ do soft coal.....	393 69
10 lbs. toe tacks.....	2 50	1 old stove.....	1 50
1,000 needles.....	1 20	12 boiler couplings.....	4 60
	649 21	Grate linings.....	5 91
<i>Discharge Allowances.</i>			444 35
1 convict at \$ 5.....	5 00	<i>Light.</i>	
27 do 6.....	162 00	1245½ galls. oil at 20c.....	249 25
5 do 7.....	35 00	30 oil barrels at 60c.....	18 00
19 do 8.....	152 00	2 lamps.....	6 15
3 do 9.....	27 00	6 lanterns.....	4 50
9 do 10.....	90 00	37 doz. chimneys.....	20 40
3 do 15.....	45 00	6 do burners.....	10 02
	516 00	4 gross wicks.....	3 40
<i>Bedding.</i>		10 do matches.....	3 00
100 blankets at \$1.80.....	180 00		314 72
160 yds. ticking.....	22 11		
543 do forfar sheeting at 27c.....	146 61		
350 do towelling at 6½c.....	22 75		
	371 47		

No. 19.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Repairs to Buildings</i>	\$ cts.	<i>Kitchen—Concluded.</i>	\$ cts.
5 brls. cement.....	14 75	10 tin dishes.....	7 03
16 casks lime.....	21 50	6 doz. dippers.....	8 40
6 brls. coal tar.....	31 55	10 doz. pans.....	14 40
2 brls. charcoal.....	1 93	6 doz. plates.....	8 64
6 boxes glass.....	24 64	16 doz. spoons.....	6 25
16 locks.....	6 64	12 sets knives and forks.....	6 00
8 door latches.....	1 41	18 doz. brooms.....	31 50
204 lbs. galvanized iron.....	7 15	784 lbs. sal-soda.....	11 76
9 kegs spikes.....	21 60	6 fly traps.....	1 50
6 kegs nails.....	14 65	6 doz. mirrors.....	5 40
12 gross screws.....	2 88	1 box tin for pans, &c.....	7 00
51 lbs. solder.....	12 95	Tableware for officers' mess.....	27 05
1 jackplane.....	1 14		261 03
2 augers.....	4 00	<i>Stationery</i>	
3 lbs. borax.....	0 54	From Stationery Office.....	99 81
473 lbs. tarred paper.....	10 99	2 packing cases.....	1 00
1 doz. pencils.....	0 60		100 81
7 pairs hinges.....	1 25	<i>Queen's Printer.</i>	
16 whitewash brushes.....	32 85	Printing account books and forms.....	54 40
12 doz. brushes.....	16 20		
Rope, hose and couplings.....	19 93	<i>Farm and Stables.</i>	
Tape and cord.....	1 08		
Repairing prison roof.....	30 43	1 Acme harrow.....	15 00
	280 66	1 springtooth harrow.....	9 00
<i>Maintenance of Machinery.</i>		1 cultivator.....	8 00
1 burr machine.....	12 25	1 road scraper.....	3 00
1 turning machine.....	13 75	1 pung.....	12 00
1 wiring do.....	17 15	3 pairs hickory oxbows.....	4 00
1 pair stock shears.....	16 50	3 oil-cloth covers.....	2 50
1 pair elbow bench shears.....	6 50	1 tripod harrow.....	15 00
1 stove pipe former.....	23 25	1 seed sower.....	15 00
2 soldering irons.....	3 80	1 cutter grindstone.....	5 00
42 galls. cylinder oil.....	29 40	1 riding saddle.....	5 00
171½ galls. black oil.....	49 94	32 lbs. harness leather.....	8 00
1 side lace leather.....	3 50	Repairs to harness.....	8 45
1 vise.....	9 50	Repairs to waggon.....	41 50
129 lbs. lead pipe.....	7 10	Rope.....	4 22
7 comp. bits.....	8 75	Hay and garden seeds.....	47 34
2 bags fire clay.....	3 50	75 lbs. horse-shoe nails.....	9 73
1 brl. calc. plaster.....	1 95	Plough fittings.....	36 25
Repairs to saws.....	4 95	Mowing machine fittings.....	17 09
18 stop-cocks.....	21 85	Hay rakes and forks.....	9 08
10 iron castings.....	12 93	6 scythes.....	5 25
2 brass cocks.....	4 45	44 baskets.....	11 30
1 doz. saw blades.....	3 47	23 brls. cornmeal.....	86 50
Rivets and solder.....	18 76	4 doz. axe handles.....	5 85
41 couplings and pulleys.....	15 29	Shoeing horses.....	13 10
1 set Morse drills.....	8 75	Services of stallions.....	40 00
265 lbs. sheet lead.....	14 58	12 horse brushes.....	5 40
1 set stencil letters.....	4 00	12 curry combs.....	2 55
24 ft. belting.....	8 80	24 dyke spades.....	36 00
25 lbs. boat nails.....	2 75	24 potato forks.....	18 60
40 lbs. steel.....	4 15	17 lbs. chain.....	2 39
1 doz. axes.....	10 00	6 shovels.....	4 75
1 clock.....	3 60	2,473½ bushels oats.....	946 68
25 lbs. dry red lead.....	2 00	11 do barley.....	7 70
34 lbs. black lead packing.....	6 80	2 do buckwheat.....	1 00
116 lbs. sheet lead.....	3 48	36 tons hay.....	330 97
99 lbs. ties.....	9 90	16 do grass-standing.....	60 00
100 lbs. drier.....	9 00	Legal expenses—Turner marsh.....	85 00
1 doz. scoops.....	12 50	Fertilizer.....	27 79
40 lbs. yellow metal.....	6 00		1,965 99
92 lbs. galvanized sheet iron.....	4 80	<i>Miscellaneous.</i>	
500 saw teeth.....	32 04	Telegrams.....	15 27
Hose couplings and ties.....	32 60	Postage.....	82 28
	464 29	Freight.....	244 94
<i>Kitchen.</i>		Express.....	14 65
2,640 lbs. common soap, ¼c.....	118 80	Advertising.....	68 79
29 lbs. castile soap.....	3 00		
8 doz. toilet soap.....	4 30		

Department of Justice.

No. 19.—DETAILS of Expenditure for the Year ended 30th June, 1892—*Concluded.*

<i>Miscellaneous—Concluded.</i>	\$ cts.	<i>Industries—Concluded.</i>	\$ cts.
Interest.....	54 25	½ doz. axes.....	6 75
Telephone.....	20 00	2 pairs shears.....	7 21
Officers' quarters.....	26 00	147 galls. paint oil.....	91 47
Office furnishings.....	63 90	173 do turpentine.....	99 47
	590 08	41 do varnish.....	33 00
<i>Travelling Expenses.</i>		40½ do japan.....	28 55
John B. Forster.....	27 11	4,374 lbs. dry white lead.....	208 29
<i>Industries.</i>		200 lbs. exhibition red.....	40 00
10,400 lbs. black hoop iron, ⅝ in.....	393 25	100 lbs. patent dryer.....	7 50
112 lbs. do do 1 in.....	3 92	1,364 lbs. whiting.....	8 45
2,352 lbs. galv. do ⅜ in.....	117 60	Brushes.....	11 70
2,464 lbs. do do ⅝ in.....	142 18	1,547 lbs. zinc.....	107 73
82,000 tinned rivets.....	16 60	37,205 ft. pine logs.....	316 23
2,084½ lbs. iron wire.....	72 21	121,524 ft. spruce.....	442 84
5 reams sand-paper.....	19 50	400 logs.....	92 00
100 lbs. cut tacks.....	13 50	3 cords birch.....	7 50
		Total.....	2,287 45
			43,464 94

No. 20.

DR. BALANCE SHEET, Dorchester Penitentiary, 30th June, 1892.

CR.

	\$	cts.		\$	cts.
Land	26,800	00	Balance	421,776	19
Buildings	367,000	00			
Armoury	808	50			
Mason	83	60			
Chapel	1,274	44			
Library	313	50			
Machinery	3,352	45			
Hospital	597	93			
Officers' quarters	1,121	25			
School	32	25			
Office furniture	966	25			
Prison do	6,189	51			
Carpenter shop	762	34			
Blacksmith do	407	31			
Shoe do	272	44			
Tailor do	742	74			
Farm	5,302	83			
Industries	1,896	92			
Storekeeper	3,164	78			
Steward	237	93			
Baker	186	16			
Customers	263	06			
	421,776	19		421,776	19

Department of Justice.

No. 21. RETURN of Officers employed at the Dorchester Penitentiary as on 30th June, 1892.

Name.	Rank.	Salary.	Age.	Nationality.	Religion.	Date of Appointment.
John B. Forster	Warden	\$ 2,400	50	Canadian	Church of England	June 22, 1879
Rev. J. Roy Campbell	Protestant chaplain	600	50	Scotch	do	Oct. 1, 1883
Rev. A. D. Cormier	Roman Catholic chaplain	600	38	Canadian	Roman Catholic	Dec. 1, 1889
Charles Ross	Deputy warden	1,300	57	Scotch	Presbyterian	Nov. 1, 1867
John A. Gray	Accountant and schoolmaster	1,200	39	Canadian	do	Sept. 1, 1880
Robert Mitchell	Surgeon	1,200	57	do	do	July 1, 1880
John Fraser	Storekeeper and steward	860	55	do	do	do 1, 1880
James A. Piery	Engineer	900	39	do	Methodist	May 12, 1885
Ferd. A. Landry	Hospital overseer	700	49	do	Roman Catholic	Nov. 15, 1886
Charles Miller	Carpenter instructor	700	44	do	Church of England	March 1, 1868
John Downey	Blacksmith do	700	53	do	Baptist	May 1, 1868
Nathan Tattre	Shoemaker do	700	49	do	Presbyterian	Sept. 1, 1877
Wm. R. Burns	Tailor do	660	34	do	do	May 11, 1891
William Hogan	Mfg. dept. do	660	52	do	do	Jan. 1, 1869
Henry Godsoe	do	660	59	do	do	Aug. 1, 1869
A. B. Pipes	Farmer	600	39	do	Church of England	June 25, 1890
John Johnston	Keeper	600	50	Irish	do	March 20, 1871
James McDougall	Messenger	550	51	Canadian	Presbyterian	Jan. 1, 1873
Wm. Alexander	Guard	500	46	do	Methodist	July 1, 1880
John Corcoran	do	500	44	do	Roman Catholic	do 1, 1880
Vitel Légère	do	500	47	do	do	do 1, 1880
Patrick Connell	do	500	41	do	do	do 1, 1880
James A. Lane	do	500	45	do	do	do 1, 1880
Jude Cormier	do	500	55	do	do	Nov. 8, 1881
Robert Colburn	do	500	35	do	do	Aug. 9, 1881
James Luther	do	500	53	English	Church of England	May 9, 1882
Joseph LeBianc	do	500	44	Canadian	Methodist	do 1, 1883
Willard Hutchinson	do	500	55	do	do	July 16, 1883
Adolphus Allain	do	500	36	do	Church of England	do 10, 1883
Henry C. Poole	do	500	48	do	Roman Catholic	do 1, 1884
Lorenzo H. Chambers	do	500	38	do	Baptist	May 1, 1884
Percy Forster	do	430	19	do	Church of England	Sept. 1, 1889
Richard A. Palmer	do	400	26	do	do	May 1, 1890
W. G. MacLachlan	do	400	31	do	do	March 15, 1891
Angus McDonald	do	400	26	do	Roman Catholic	June 1, 1891
John McDougall	do	400	31	do	do	April 5, 1891
T. Frank Gillespie	Teamster	300	19	do	Church of England	Oct. 18, 1891

No. 22.

LIBRARY RETURN of the Dorchester Penitentiary for the Year ended 30th June, 1892.

	Total Number of Volumes in Library.	Number added during Year.	Number of Convicts who used Books.	Total Number of issues during Year.
General library	540	59	138	7,176
Protestant library	224	26	105	2,730
Roman Catholic library	308	16	45	1,170
	1,072	101	288	11,076

Department of Justice.

MANITOBA PENITENTIARY.

No. 1.

REPORT OF THE WARDEN FOR THE YEAR ENDED 30TH JUNE, 1892.

MANITOBA PENITENTIARY,
STONY MOUNTAIN, 30th September, 1892.

SIR,—I have the honour to submit my annual report for fiscal year ended 30th June, 1892.

The movements of inmates for the year have been as follows :—

Convicts remaining 30th June, 1891.....	71
Received since.....	36
	<hr/>
	107
Discharge during the year.....	32
	<hr/>
Remaining 30th June, 1892.....	75
Lunatics remaining 30th June, 1892.....	39
	<hr/>
Total inmates 30th June, 1892.....	114
	<hr/>
Daily average of convicts	69.98
do lunatics.....	44.48
	<hr/>
do inmates.....	114.46
	<hr/>

The above is a slight decrease of returns of last year.

The expense of the institution, I am glad to say, shows a decrease; the gross expenditure for the year ending June, 1891, being \$50,120.57 against \$45,401.34 for this year—a decrease of \$4,719.57, or \$67.40 per convict.

This saving has been made under heads of rations, clothing, hospital, postage, telegrams, printing and stationery, travelling allowance and light.

Considerable improvements have been made in the security of the prison: three outside doors—one in main prison building, another in laundry passage and a third in laundry building—have been bricked up as unsafe and unnecessary; several windows have had their iron protection strengthened. Two strong iron gates have been erected, one across the main hall entrance and the other in basement passage immediately below, cutting off any possible escape by way of accountant and store-keeper's offices.

The prison wall to be constructed will complete the protection necessary for such an institution.

Upon my recommendation the Minister has directed the moving of the dry shed to points where it can be put to practical use. The building is 150 feet in length and was formerly used as a rink, and it has now been cut in two unequal portions; one part of 90 feet has already been moved to the farm-yard and has been filled with hay for winter consumption. The remaining 60 feet will shortly be placed near the Canadian Pacific Railway depot to serve as a coal shed, the railway authorities having granted a site for the building.

In the past our coal was dumped from the cars into the snow or water as the case might be. There was considerable waste in this method. Our shed will obviate this in future and will also save labour in loading and teaming. Heretofore the

coal was hauled to the farm-yard and stored, from whence it had to be reloaded and teamed to points required. This second handling will now be unnecessary as the coal will remain in the shed at the depot until required and then hauled direct to points where needed.

The farm has been very much extended since my taking charge, when only 45 acres were cultivated; this year we have taken crop off 89 acres—45 acres oats, 27 barley, 13 potatoes, 4 flax and turnips. About 34 acres of new land have been broken, which will make a total of 123 acres for next year's crop.

The above produce is intended for rearing and fattening about 100 hogs for prison consumption; the pork obtained in this way will cost about 4 cents per pound as against 8 and 9 cents paid to contractors. The saving in this direction will be considerable. We have already a fine lot of pigs, but the numbers are not what they should be owing to the havoc made by hog cholera last fall. We expect, however, to kill five tons of pork this fall.

By direction of the Minister the reserve has been inclosed with a wire fence, with the exception of a small opening left on the north-east corner adjacent to the village of Stony Mountain. A road is thus left through the reserve. It would not be out of place for me to mention here that the municipality of Rockwood have petitioned the department for a right of way through the penitentiary land. If this be granted and the road located where desired, 12 acres of our best farm land, and already under cultivation, will be taken away. To my mind the travelling public will be in no way benefited, as the proper road allowance skirting the west side of the reserve is the direct road between Winnipeg and all points north of the Mountain. In support of my statement it will be sufficient to mention that a hotel, stables and stores are now under construction near the Canadian Pacific Railway depot at Stony Mountain, and on this road allowance, the spot being chosen as the best location for the convenience of travellers. The benefit of a road through the reserve would be confined entirely to the village of Stony Mountain, and would be useless unless the expropriation of the road were continued a distance of 13 miles to Winnipeg—an expensive matter for the mere object of saving of a quarter of a mile, necessary to get on the road allowance above referred to instead of coming through the reserve.

The cesspool receiving drainage from the quarters occupied by the chaplains and surgeon has been offensive, especially to the Roman Catholic chaplain, in front of whose door it was located. I have therefore had the course of the drain altered and the cesspool removed to about 100 yards farther south.

The meat contractor having to slaughter his animals elsewhere has cleared away another cause of the offensive smells, at one time prevalent around the prison buildings.

The removal of the insane at an early date will be a step in the right direction; the patients themselves will benefit greatly by the change. Their return here in 1888 was a mistake, which four years' experience has too well proven. After their removal the hospital building will be free for some other use. The upper flat would serve admirably for tailor and shoe shops—the lower floor would afford more than ample accommodation for our convict sick.

I have the honour to be, sir,
Your obedient servant,

GEO. L. FOSTER,
Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

No. 2.

STATEMENT showing Cost *per capita* for 1891 and 1892.

Daily average, 70.

Expenditure.	Cash Expenditure for 1891 and 1892.	Add Stock on Hand, 1891.	Total Ex- penditure for 1891 and 1892.	Deduct Stock, Sales, Asy- lum Sup- plies, &c.	Net Cash Expenditure for 1891 and 1892.	Per capita Cost.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Salaries.....	19,833 76		19,833 76	2,460 00	17,373 76	248 19 ³ / ₄
Gratuities.....	671 92		671 92		671 92	9 59 ³ / ₄
Uniforms.....	770 72	432 16	1,202 88	173 21	1,029 67	14 71
Rations.....	7,406 19	452 48	7,858 67	4,770 48	3,088 00	44 11 ¹ / ₄
Clothing.....	1,900 46	453 18	2,353 64	1,174 74	1,178 90	16 84
Discharge clothing.....	367 49	88 76	456 25	120 04	336 21	4 80 ¹ / ₄
Travelling allowance and gratui- ties.....	674 68		674 68		674 68	9 64
Bedding.....	326 36		326 36	37 38	288 98	4 11 ³ / ₄
Hospital.....	597 94	199 97	797 91	99 19	698 72	9 98 ¹ / ₄
Chapels.....	169 21	13 00	182 21		182 21	2 60 ¹ / ₄
Escapes.....	330 58		330 58		303 58	4 72 ¹ / ₄
Library.....	70 30		70 30		70 30	1 00 ¹ / ₄
Repairs to buildings.....	1,136 96	275 30	1,412 26	212 59	1,199 67	17 13 ³ / ₄
Stables.....	1,103 37	60 00	1,163 37	37 60	1,125 77	16 08 ¹ / ₄
Kitchen.....	387 45	70 42	457 87	161 74	296 13	4 23
Farm.....	301 47	77 98	379 45	35 25	344 20	4 91 ³ / ₄
Maintenance of machinery.....	60 10		60 10		60 10	0 86
Heating.....	6,702 89	873 75	7,576 64	1,555 67	6,020 97	86 01 ¹ / ₄
Light.....	190 65	476 32	666 97	269 62	397 35	5 67 ³ / ₄
Armoury.....	3 40		3 40		3 40	0 04 ¹ / ₄
Prison.....	321 30	78 65	399 95	0 75	399 20	5 70 ¹ / ₄
Fencing.....	410 65		410 65		410 65	5 86 ³ / ₄
Queen's Printer and stationery.....	382 32	120 00	502 32	110 00	392 32	5 60 ¹ / ₄
Telegrams.....	84 24		84 24		84 24	1 20 ¹ / ₄
Postage.....	77 89		77 89		77 89	1 11 ¹ / ₄
Express charges.....	39 98		39 98		39 98	0 57 ¹ / ₄
Freight.....	260 27		260 27	2 10	258 17	3 68 ¹ / ₄
Advertising.....	80 07		80 07		80 07	1 14 ¹ / ₄
Travelling expenses.....	43 45		43 45		43 45	0 62
Attornies fees.....	7 00		7 00		7 00	0 10
Special service.....	72 35		72 35		72 35	1 03 ¹ / ₄
Transfer of convicts.....	198 65		198 65		198 65	2 83 ¹ / ₄
Justice fees.....	12 00		12 00		12 00	0 17 ¹ / ₄
Photo camera.....	7 52		7 52		7 52	0 10 ¹ / ₄
Telephone.....	135 00		135 00		135 00	1 92 ¹ / ₄
Special furnishing.....	232 40		232 40		232 40	3 32
Christmas extras.....	32 02		32 02		32 02	0 46
Total.....	45,403 01	3,671 97	49,074 98	11,220 36	37,854 62	540 78

Net cash expenditure.....	\$37,854 62	
<i>Per capita</i> cost.....		\$ 540 78
LESS—For balance paid by the Department of Interior on account of insane patients.....	\$11,107 47	
Cash revenue.....	1,017 51	
	12,124 98	
Net expenditure.....	\$25,729 64	
Net cost <i>per capita</i> per annum.....		\$ 367 56
Per convict per diem.....		\$ 1 00

GEO. L. FOSTER,
Warden.

P. McGOWAN,
Accountant.

No. 3.

REPORT OF THE PROTESTANT CHAPLAIN.

MANITOBA PENITENTIARY,

STONY MOUNTAIN, 22nd August, 1892.

SIR,—I have the honour to submit my annual report of Protestant prisoners in this penitentiary for the year ended 30th June, 1892.

Number on books, 30th June, 1891.....	45	
do received during year.....	25	
		70
do discharged by expiration of sentence.....	18	
do transferred to Kingston penitentiary.....	3	
do escaped.....	2	
do pardoned.....	1	
		24
do remaining on books, 30th June, 1892.....	46	

Showing an increase of 1 over last year. Of this number there are 45 male and 1 female convict. The latter being a girl not 15 years of age when received, whose tender age suggests that had there been a reformatory for federal convicts, there she should have been sent, rather than to associate with criminals of a more hardened type.

The usual Sunday services have been regularly performed. In addition to the instruction thus given, early in January I opened, a bible class, inviting all convicts present, who cared to do so, to attend. The warden kindly placed a room at my disposal, and provided a suitable guard. I have met with much encouragement from this venture, as evidenced from the steady increase both in point of numbers attending as well as deep earnestness manifested in those subjects under discussion. I earnestly pray God may continue to vouchsafe His blessing on our little gatherings, so that much spiritual good may be realized and experienced by all those attending. The attendance at our first gathering was 10, now it is 33. Perfect order and decorum obtains at these meetings.

On Sunday, 26th June, at the regular morning service, an adult Indian under sentence of death, was, after due preparation and at his own request, received into the church by the solemn rite of baptism. Under the special circumstances of the man's crime, and the short time to elapse before the sentence was to take effect, it was a most solemn and trying service, felt equally by myself and all those present. By the intervention of the public, generally, a petition for commuting his sentence to life was prepared, and owing to the apparent circumstances surrounding the case, was granted by the Governor General.

The conduct of those attending my ministrations has, with one exception, been all that could be desired. The exceptional case is that of an illiterate and stubborn negro. From the time of his inception here, he has been a "thorn in the flesh," not only as regards his spiritual affairs, but also in respect of almost every rule of the prison. Every argument known has been used with this man in order to bring him to view things in a proper light, but with little success. His case is now, I understand, under consideration with the object of transferring him to Kingston. Speaking only in regard to his spiritual condition I am led to think, that if not insane on this subject, that he is a most hopeless and desperate case.

Considerable disappointment was felt by the convicts in not being allowed, for some reason or another, to have (as was usual upon all similar occasions) their chapel decorated with evergreens, &c., on Christmas. The small expenditure for such was so trivial that I earnestly hope in future it will warrant the department in even acceding to this plea of a time-honoured custom, if nothing more, on the greatest day of all to those who bear the name of Christians.

Department of Justice.

The school and library continue to do most useful work under the painstaking care and solicitude of Mr. Bourke and his assistants. As has been previously mentioned, only the elementary subjects are generally taught. Still we find, that not a few young men who are unfortunate to be sent here, having long sentence to serve, who are thoroughly versed in these simpler subjects, are yet desirous of prosecuting their studies to a higher degree. Mr. Bourke is ever ready to go out of his way, by lending his own books and drawing from others, in order that their desires may be gratified. I would strongly urge that Mr. Bourke be allowed to obtain such books not in stock as he may require, with every due regard to economy, for such deserving convicts.

The choir continues its good work, under many difficulties (proverbial in all choirs, but more especially found to be so in prisons) by the persistent efforts of Mr. Deuden.

By permission of the warden, I have had the assistance from time to time, of Rev. W. A. Burman, principal of Rupert's Land Indian Industrial School, in ministering to those Indians assigned to my care. To this gentleman and true friend of the Indian I owe a very great debt of gratitude.

Last but not least, I have with much regret to refer to some interference in their religious convictions felt by those regularly assigned to my care, and to venture to suggest a remedy for obviating all such painful matters if I may be allowed, in the future.

There is no need for me to enter into details of interference here, other than mention the mere fact. No end can be gained thereby. Therefore I would respectfully suggest, trusting it may meet with your earnest consideration if not approval, that when any convict is convicted and sentence is to be passed on him by the presiding judge, that before leaving the prisoner's dock, the judge or sheriff, ascertain his religious persuasion and that this be signed by such officer and forwarded by judge or sheriff along with the customary commitment papers, to be handed over to those responsible for the safe custody of such—and that this shall in all cases be held an official declaration of his or their belief, except when sincerely and earnestly convinced to the contrary, to be determined by the minister or inspector.

Much difficulty and embarrassment would I think in this way be spared the wardens, and certainly all of the chaplains would accept it as a most fair and equitable solution of what is often a vexed subject. Good-will and the kindest relations would or should then exist from one officer to another.

In conclusion, sir, I beg to renew my thanks to all those officers who have assisted me in the discharge of my duties.

I am sir, your obedient servant,

ARTHUR W. GOULDING, B.D.,

Protestant Chaplain.

J. G. MOYLAN, Esq.,

Inspector of Penitentiaries.

No. 4.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

MANITOBA PENITENTIARY, STONY MOUNTAIN, 13th August, 1892.

SIR,—I have the honour to forward my annual report for the fiscal year ended the 30th day of June last.

At the end of the year there were some 25 convicts under my charge. It is about the same number I had the year before.

In a general way those I had have given me satisfaction.

I have the honour to be, sir,

Your obedient servant

G. CLOUTIER, Ptre,

Chaplain.

J. G. MOYLAN, Esq.,

Inspector of Penitentiaries.

No. 5:

REPORT OF THE SURGEON.

MANITOBA PENITENTIARY, STONY MOUNTAIN, 25th August, 1892.

SIR,—I have the honour to submit my annual report for the year ended 30th June, 1892.

I have to report no cases of severe illness, no accidents of a serious nature and no deaths. My department, under the efficient management of hospital overseer Bourke, furnishes nothing specially important calling mention here.

The insane still under my care have received every attention which it is possible to give them here.

Number of days in hospital..... 487

The warden has been kind in his attention to the sick, for which he has my thanks.

The usual returns are hereto appended.

I have the honour to be, sir,
Your obedient servant,

W. R. D. SUTHERLAND, M.D.,
Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

ANNUAL RETURN of Sick treated in Hospital, Manitoba Penitentiary, from 1st July, 1891, to 30th June, 1892.

Disease.	Admitted.	Discharged.	Remaining.
Biliousness.....	1	1	.....
Burn.....	1	1	.....
Conjunctivitis.....	1	1	.....
Diarrhœa.....	1	1	.....
Debility, nervous.....	2	1	1
Dyspepsia.....	1	1	.....
Epilepsy.....	1	1	.....
Gumboil.....	1	1	.....
Insomnia.....	1	1	.....
Neuralgia.....	1	1	.....
Nephritis.....	1	1	.....
Rheumatism.....	5	4	1
Rheumatic arthritis.....	1	1	.....
Syphilis.....	1	1	.....
Sprain.....	1	1	.....
Toothache.....	1	1	.....
Wound.....	3	2	1
Total.....	24	21	3

W. R. D. SUTHERLAND, M.D.,
Surgeon.

Department of Justice.

No. 6.

REPORT OF THE SCHOOLMASTER.

MANITOBA PENITENTIARY, 22nd August, 1892.

SIR,—I have the honour to submit my annual school report. The enrolled attendance for the year was 23. In addition to this number, many convicts not attending school are permitted the use of school books, and nearly all of both classes exhibit the same desire to improve which I have noticed in former reports. It is difficult to estimate the amount of good being done by school and library. Apart from the use to which the knowledge acquired here may be applied later on, the attention which a convict gives to study, especially when he finds he is making good progress, has a tendency to remove that melancholy, meditative disposition peculiar to convict life. I regret to have to repeat that many of those attending school are mere youths, to whose moral improvement penitentiary associations are not favourable.

It frequently happens that a young convict comes here who has a fair knowledge of the elementary English branches of learning. He sees before him a long term of imprisonment and desires very naturally to pursue his studies further. To meet the requirements of those cases, I have supplied from my own private library as well as from that of the Protestant chaplain text books on the more advanced branches. I desire to express my thanks to the Rev. Mr. Goulding for his kindness in this matter. I would respectfully recommend that the school be supplied with such text books on advanced branches as the schoolmaster may deem necessary.

I must express my gratitude to the warden, Mr. Foster, for the warm interest which he takes in my work.

Number of volumes in general library.....	137
do Protestant library.....	309
do Catholic library..	199
Total.....	645
Number of volumes added during the year.....	61
Number of convicts using books in General library.....	67
do do Protestant library.....	44
do do Catholic library.....	23
Number of volumes issued during year.....	2,986

I have the honour to be, sir,
Your obedient servant,

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

D. D. BOURKE,
Schoolmaster.

No. 7.

MOVEMENTS of Convicts for fiscal year ended 30th June, 1892.

Movements.	Convicts.	Total.
Remaining at midnight 30th June, 1891.....	71	107
Received during fiscal year.....	36	
Discharged by expiration of sentence.....	28	32
do escape.....	2	
Removed to Kingston female ward.....	1	
Discharged by pardon.....	1	
Total discharged.....	32	75
Total remaining midnight, 30th June, 1892.....	75	

GEO. L. FOSTER,
Warden.

List of Convicts received in the Manitoba Penitentiary for Fiscal Year ended 30th June, 1892.

Number	Name.	Occupation.	Nationality.	Single	Married.	Religion.	Crime.	Term.	Date of Sentence.	Where sentenced.	Remarks.
24	Edward Kay	Butcher	American	1		Protestant	Shop-breaking and grand larceny.	5 years	June 30, '91	Winnipeg	Escaped, Mar. 25, '92.
49	George Weston	Painter	English	1		do	do	5 do	do 30, '91	do	
36	James Houseman	Carpenter	Half-breed Indian	1		Catholic	Killing cattle.	2 do	do 25, '91	Edmonton	
66	Sam. Favel	do	do	1		do	do	2 do	do 25, '91	Fincher Creek	
75	Bear Bull	do	do	1		Protestant	Shooting with intent	2 do	July 9, '91	Brandon	
11	Herbert Glover	do	Canadian	1		do	Larceny	2½ do	do 14, '91	Calgary	
77	George Bennett	Baker	Scotch	1		do	House-breaking and larceny	3 do	do 9, '91	do	
76	John Johnston	Farmer	Canadian	1		do	Receiving stolen goods	3 do	do 8, '91	do	
15	Frederick Wood	Cook	English	1		do	Cattle stealing	2 do	Aug. 31, '91	Winnipeg	
26	Charles Hathaway	Engineer	American	1		do	Felony and horse-stealing	5 do	Aug. 22, '91	Moosomin	
32	Thos. Henry Oates	None	English	1		do	Larceny	2 do	do 21, '91	Brandon	
7	Frederick Shoults	do	Canadian	1		do	Shop-breaking	10 do	Oct. 1, '91	Calgary	
30	Wm. MacDonald	Jeweller	American	1		do	do	10 do	do 6, '91	do	
38	Mary Gillfillen	Dressmaker	do	1		do	do	5 do	do 1, '91	do	
39	John Gelson	None	Scotch	1		do	Indecent assault	2 do	Nov. 3, '91	Winnipeg	Transferred to Kingston, Nov. 10, '91.
34	Patrick Barrett	do	English	1		Catholic	Shop-breaking and larceny	3 do	do 3, '91	do	
51	Thos. N. Eglington	Cook	Scotch	1		Protestant	Bringing stolen horses into Canada	2 do	Oct. 31, '91	Lethbridge	
52	Wm. Pattenden	None	English	1		do	Murder	15 do	do 21, '91	Winnipeg	Sentence of death commuted to 15 years with provision for a shorter term of 10 years.
38	Arch. Chisholm	Book-keeper	Canadian	1		do	Carnally knowing girl under age.	5 do and 25 lashes	do 20, '91	do	
62	Joseph Farrell	None	Irish	1		Catholic	Larceny	5 years	Dec. 28, '91	do	
42	Richard Phillips	do	English	1		Protestant	Horse-stealing	5 do	do 12, '91	Maple Creek	
40	Wm. Welsh	do	Half-breed Indian	1		Catholic	do	3 do	Mar. 8, '92	Fort Macleod	
31	James D. Murray	do	Scotch	1		Protestant	do	3 do	Dec. 31, '91	do	
54	Michael Joyce	do	Irish	1		Catholic	Shop-breaking and larceny	5 do	Mar. 16, '92	Winnipeg	
48	Arch. McDonald	do	Scotch	1		Protestant	Unlawfully wounding	3 do	do 23, '92	Moosomin	
55	Frank Hale	Cook	American	1		do	Burglary	3 do	Apr. 18, '92	Winnipeg	
58	Oswald E. Spence	None	Scotch	1		do	Attempt to murder	10 do	do 20, '92	Whitewood	
59	Rose Ann Fullam	do	American	1		do	Larceny	2 do	do 22, '92	Calgary	
60	Wm. Morrison	do	Half-breed Indian	1		Catholic	Horse-stealing	2 do	do 22, '92	do	
63	Wm. O'Malley	Fireman	American	1		do	Shop-breaking and larceny	2½ do	May 2, '92	Winnipeg	
61	Charles McGaun	None	do	1		do	do	2½ do	do 2, '92	do	

Department of Justice.

	do	American	Protestant.	Murder.	Life	June 4, '92.	Fort Macleod.	Received under
64	Nez Percé "Sam"	Indian.	1 Protestant.	Murder.	Life	June 4, '92.	Fort Macleod.	sentence of death.
68	Bare-shin-bones	Indian.	1 Catholic.	Horse-stealing	2 years	May 28, '92.	do	
47	Medicine-pipestem	do	1 Protestant.	do	2 do	do 28, '92.	do	
78	Middle Bull	do	1 Catholic.	do	2 do	do 28, '92.	do	
79	Edwin John Proof Engine cleaner.	English.	1 Protestant.	Larceny	2 do	June 11, '92.	Brandon	

No. 9.

Movements of Convicts in Manitoba Penitentiary from 30th June, 1882, to 30th June, 1892.

DATE.	REMAINING AT MIDNIGHT.			ADMITTED.						REMOVED TO KINGSTON.	DISCHARGED.						REMARKS.
	Male.	Female.	Total.	Male.	Female.	Total.	Expiration of Sentence.		Pardon.		Death.		Escape.		Total discharged.		
							Male.	Female.	Male.		Female.	Male.	Female.	Male.		Female.	
June 30, 1882	56	3	129	70	3	129	17	1	15	8	3	1	1	30	72		
do 30, 1883	72	25	97	25	31	100	10	1	3	2	3	1	1	28	69		
do 30, 1884	69	100	160	31	38	160	20	1	3	6	3	2	1	28	72		
do 30, 1885	72	38	114	38	24	114	27	15	36	2	6	1	1	70	90		
do 30, 1886	90	24	98	24	15	98	15	2	13	2	2	1	1	31	83		
do 30, 1887	83	15	85	15	28	85	28	4	2	1	1	1	1	31	67		
do 30, 1888	67	18	85	18	14	85	14	4	4	1	1	1	1	19	66		
do 30, 1889	66	34	100	34	27	100	23	13	2	1	1	1	2	30	73		
do 30, 1890	73	1	101	37	1	101	13	28	12	1	1	1	1	30	71		
do 30, 1891	71	34	107	34	2	107	28	41	1	1	1	1	1	32	75		
do 30, 1892	75	47	129	34	2	107	28	41	1	1	1	1	1	32	75		

* 1 female.
+ 1 female.
++ Including 1 female.

GEO. I. FOSTER,
Warden.

Department of Justice.

No. 10.

RETURN of Convicts pardoned in Manitoba Penitentiary during the Fiscal Year ended 30th June, 1892.

No.	Name.	Crime.	Where convicted.	Term.
60	Wet-backside.....	Larceny.....	Fort Macleod, N.W.T.....	2 years.

No. 11.

RETURN of Recommitments of Convicts in Manitoba Penitentiary during the Fiscal Year ended 30th June, 1892.

No.	Name.	Recommitments.	Crime.	Remarks.
62	Joseph Farrell.....	Second.....	Larceny and previous convictions	He was rearrested in about 30 hours after discharge from the penitentiary.
42	Alfred Phillips.....	First.....	Horse-stealing.	

No. 12.

CRIMES of Convicts confined in Manitoba Penitentiary 30th June, 1892.

Crimes.	Number.	Crimes.	Number.
Robbing the royal mail.....	1	Shop-breaking.....	4
Manslaughter.....	4	Perjury.....	1
Murder.....	3	House-breaking and larceny.....	8
Bringing stolen property into Canada.....	3	Receiving stolen property.....	4
Doing grievous bodily harm.....	2	Burglary.....	2
Intent to murder.....	2	House-breaking and cattle stealing.....	2
Larceny and previous convictions.....	4	Carnally knowing a girl under age.....	3
Robbery.....	1	Killing cattle with intent to steal.....	2
Larceny.....	10	Shooting with intent.....	1
Horse-stealing.....	13	Cattle-stealing.....	1
Arson.....	2		
Stealing.....	1		
Attempted rape.....	1		75

No. 13.

TERMS of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

2 Years.	2 Years and 6 Months.	3 Years.	4 Years.	5 Years.	7 Years.	10 Years.	14 Years.	15 Years.	20 Years.	Life.	Under sentence of death.	Total.	Remarks.
19	1	19	1	19	4	3	2	3	1	2	*1	75	* Since commuted to a life term.

No. 14.

RACE of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

Race.	Number.	Race.	Number.
White	63	Half-breed Indians	5
Black	1	Indians	6
		Total	75

No. 15.

NATIONALITY of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

Nationality.	Number.	Nationality.	Number.
Canadian	15	Dane	1
Italian	1	Scotch	9
English	14	Indian	6
American Negro	1	German	1
Irish	8	Spaniard	1
Canadian half-breed Indian	5	French	1
		Total	75

No. 16.

AGES of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

From 15 to 20 Years.	From 20 to 25 Years.	From 25 to 30 Years.	From 30 to 40 Years.	From 40 to 50 Years.	From 50 to 60 Years.	From 60 to 70 Years.	Total.
12	16	14	20	9	3	1	75

Department of Justice.

No. 17.

RELIGION of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

Religion.	Number.	Religion.	Number.
Protestant.....	46	Unknown—pending decision of de- partment.....	1
Roman Catholic.....	28	Total.....	75

No. 18.

STATEMENT of Education of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

Education.	Number.	Education.	Number.
Cannot read nor write.....	3	Can read Cree (only).....	2
Can read (English) only.....	5	Can read Italian (only).....	1
Can read and write (English).....	64	Total.....	75

No. 19.

OCCUPATION of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

Occupation.	Number.	Occupation.	Number.
Labourers.....	14	Telegraph operator.....	1
Blacksmiths.....	2	Steamfitter.....	1
Farmers.....	8	Bricklayer.....	1
Clerks.....	3	Printer.....	1
Cow-boys.....	4	Painters.....	2
Cooks.....	5	Brassfinisher.....	1
Tailors.....	3	Tinsmith.....	1
Carpenters.....	2	Baker.....	1
Firemen.....	2	Jeweller.....	1
Butcher.....	1	No occupation.....	20
Machinist.....	1	Total.....	75

No. 20.

CIVIL Condition of Convicts confined in Manitoba Penitentiary, 30th June, 1892.

Civil Condition.	Number.	Civil Condition.	Number.
Single.....	55	Widower.....	1
Married.....	19	Total.....	75

No. 21.

PUNISHMENTS inflicted on Convicts in Manitoba Penitentiary during the Year ended 30th June, 1892.

Punishments.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.	Total.	Remarks.
Confined in penal dark cells.	1	2	...	...	...	...	1	...	...	...	...	2	6	
Loss of remission.....	4	6	11	3	6	...	4	13	9	5	9	22	92	
Admonished.....	8	6	1	...	4	4	2	2	9	5	9	4	54	
Deprived of library books.....	2	...	...	...	...	...	...	...	...	...	...	...	2	
Bread and water.....	1	10	2	2	...	1	2	...	2	1	3	...	24	
Confined in cell.....	...	...	1	...	...	...	...	...	...	...	...	...	6	
Reprimanded.....	...	...	...	...	1	1	...	...	1	...	1	2	6	
Flogged.....	...	...	...	...	...	...	1	...	...	...	...	...	1	
Deprived of all remission.....	...	...	...	...	...	...	...	...	...	1	...	...	1	*For attempt-
Hard bed.....	...	...	...	...	...	...	...	...	...	...	...	...	1	ing to escape.
Totals.....	16	24	15	5	11	6	10	15	21	13	22	30	188	

No. 22.

STATEMENT of days remitted, lost or earned by Convicts in the Manitoba Penitentiary during the Year ended 30th June, 1892.

Month.	Earned.	Lost.	Remarks.
1891.			
July.....	372½	8	
August.....	349½	22	
September.....	334	44	
October.....	347½	13	
November.....	356	10	
December.....	335	9	
1892.			
January.....	364½	7	
February.....	354½	22	
March.....	355	19	
April.....	366½	87*	*Includes 75 days lost by
May.....	403½	14	one convict for attempt-
June.....	367½	41	ing to escape.
Total.....	4,306½	296	

Department of Justice.

No. 23.

VALUE of unproductive labour by convicts in the Manitoba Penitentiary, during the
Year ended 30th June, 1892.

Employments.	Days.	Rate.	Amount.
		\$ cts.	\$ cts.
Kitchen and scullery.....	1,012	0 25	253 00
Bakery.....	732	0 25	183 00
Laundry.....	1,000	0 25	250 00
Carpenters' shop.....	1,650	0 25	412 50
Tailors' shop.....	2,456	0 25	614 00
Shoe shop.....	1,145	0 25	286 25
Cleaning lamps.....	900	0 25	225 00
Blacksmiths' shop.....	350	0 25	87 50
Attending stables.....	580	0 25	145 00
do piggery.....	635	0 25	158 75
Sawing wood and hauling.....	2,163	0 25	540 75
Garden.....	1,140	0 25	285 00
Farm and root house.....	1,762	0 25	440 50
Cleaning grounds.....	325	0 25	81 25
Butchering.....	101	0 25	25 25
Repairing quarters.....	15	0 25	3 75
Fencing farm.....	115	0 25	28 75
Packing and hauling ice.....	59	0 25	14 75
Warden's residence.....	732	0 25	183 00
Deputy warden's residence.....	390	0 25	97 50
Painting and whitewashing.....	210	0 25	52 50
Haymaking.....	320	0 25	80 00
Steward's orderlies.....	732	0 25	183 00
Storekeeper's orderlies.....	260	0 25	65 00
Basement do.....	366	0 25	91 50
Prison do.....	732	0 25	183 00
Chapels do.....	366	0 25	91 50
Main hall do.....	366	0 25	91 50
Hospital do.....	1,064	0 25	366 00
Librarian do.....	366	0 25	91 50
General employ.....	500	0 25	125 00
	22,544	.....	55,636 00

GEO. L. FOSTER,
Warden.

No. 24.

DAILY Average of Inmates in Manitoba Penitentiary for Year ended 30th June, 1892.

Monthly Totals.		—	Daily Averages.	Monthly Totals.		—	Daily Averages.
<i>Convicts.</i>				<i>Lunatics.</i>			
July, 1891.....	2,315			July, 1891.....	1,418		
August, 1891.....	2,230			August, 1891.....	1,457		
September, 1891.....	2,165			September, 1891.....	1,358		
October, 1891.....	2,138			October, 1891.....	1,395		
November, 1891.....	2,068			November, 1891.....	1,336		
December, 1891.....	2,137			December, 1891.....	1,364		
January, 1892.....	2,079			January, 1892.....	1,364		
February, 1892.....	1,916			February, 1892.....	1,276		
March, 1892.....	2,089			March, 1892.....	1,364		
April, 1892.....	2,064			April, 1892.....	1,306		
May, 1892.....	2,193			May, 1892.....	1,301		
June, 1892.....	2,222			June, 1892.....	1,343		
	25,616	69	98		16,282	44	48
				Total average of inmates.....			114 46

GEO. L. FOSTER,
Warden.

No. 25.

RETURN of Officers of Manitoba Penitentiary on 30th June, 1892.

Name.	Rank.	Religion.	Date of Appointment.	Salary.
				\$ cts.
Geo. L. Foster.....	Warden.....	Protestant.....	May 1, 1891.	2,000 00
Æ. O. D. McDonell.....	Deputy warden and chief keeper.....	Roman Catholic.....	Jan. 18, 1881.	1,200 00
A. W. Goulding.....	Protestant chaplain.....	Protestant.....	April 11, 1886.	800 00
Gabriel Cloutier.....	Roman Catholic chaplain.....	Roman Catholic.....	do 5, 1883.	600 00
W. R. D. Sutherland.....	Surgeon.....	Protestant.....	May 1, 1882.	1,200 00
P. McGowan.....	Accountant and storekeeper.....	Roman Catholic.....	Feb. 9, 1886.	1,100 00
Benjamin F. Power.....	Assistant accountant and storekeeper.....	do.....	do 1, 1892.	700 00
Wm. Durden.....	Warden's clerk.....	Protestant.....	Nov. 1, 1887.	660 00
John Mustard.....	Steward.....	do.....	Sept. 1, 1884.	800 00
D. D. Bourke.....	Hospital overseer and schoolmaster.....	Roman Catholic.....	July 23, 1886.	870 00
John Smith.....	Engineer and blacksmith.....	Protestant.....	Nov. 1, 1889.	780 00
Wm. Shead.....	Tailor instructor.....	do.....	Dec. 1, 1886.	750 00
Eli Lusignan.....	Carpenter instructor.....	Roman Catholic.....	April 1, 1892.	600 00
John Pugh.....	Guard.....	Protestant.....	Mar. 24, 1885.	650 00
J. O. Beaupré.....	do.....	Roman Catholic.....	July 28, 1885.	650 00
George Addison.....	do.....	Protestant.....	Oct. 20, 1885.	650 00
Wm. Eddles.....	do.....	do.....	Aug. 19, 1885.	650 00
P. McFarlane.....	do.....	do.....	Feb. 1, 1888.	590 00
D. G. Sutherland.....	do.....	do.....	Dec. 11, 1888.	560 00
Charles Gingras.....	do.....	Roman Catholic.....	Feb. 1, 1891.	500 00
Wm. Grahame.....	do.....	Protestant.....	June 1, 1891.	500 00
E. Freeman.....	do and messenger.....	do.....	do 2, 1887.	650 00
Amédée Manseau.....	do.....	Roman Catholic.....	July 1, 1891.	500 00
Wm. H. Walpole.....	do.....	Protestant.....	Mar. 1, 1892.	500 00
E. Bourke.....	do.....	do.....	Sept. 1, 1891.	500 00

GEO. L. FOSTER,
Warden.

Department of Justice.

No. 26.—REVENUE.

DR. THE DOMINION OF CANADA in Account with Manitoba Penitentiary, for the Year ended 30th June, 1892. CR.

1891.	To Cash Deposit.	\$	cts.	By	\$	cts.
Aug. 7...	do	37	44	Tailor shop	237	86
Sept. 8...	do	32	70	Shoe shop	88	81
Oct. 14...	do	46	76	Carpenter	65	92
Nov. 13...	do	78	52	Blacksmith	4	60
Dec. 10...	do	227	88	Farm	589	25
				Laundry	31	07
1892.						
Jan. 6...	do	85	00			
do 8...	do	90	23			
Feb. 8...	do	67	69			
March 8...	do	59	78			
April 7...	do	74	65			
May 6...	do	56	95			
June 8...	do	82	53			
July 8...	do	66	99			
do 18...	do	10	39			
		1,017	51		1,017	51

P. McGOWAN,
Accountant.

GEO. L. FOSTER,
Warden.

No. 27.

DETAILS of Expenditure for the Year ended 30th June, 1892.

<i>Salaries.</i>	\$ cts.	<i>Uniforms—Concluded.</i>	\$ cts.
Warden, Geo. L. Foster.....	2,000 00	4 doz. Spanish glycerine.....	10 00
Deputy warden and chief keeper, Æ. D. O. McDonell, 7 days.....	22 55	2 forage caps.....	12 00
Protestant chaplain, A. W. Goulding.....	800 00	2 gold collars.....	4 00
Roman Catholic chaplain, G. Cloutier.....	600 00	2 gold crowns.....	8 00
Surgeon, W. R. D. Sutherland.....	1,204 00	75 yds. serge, blue, at 70c.....	52 50
Accountant and storekeeper, P. Mc- Gowan.....	1,100 00	152 yds. do 60c.....	91 50
Assistant storekeeper, B. F. Power, 4 months 11 days.....	254 27	101 yds. do 55c.....	55 83
Warden's clerk, Wm. Durden.....	660 00	13½ yds. Halifax tweed.....	47 81
Steward, John Mustard.....	800 00	2 cap ornaments.....	1 00
Hospital overseer and schoolmaster, D. D. Bourke.....	870 00	2 doz buckskin mitts.....	40 25
Engineer and blacksmith, John Smith.....	780 00	1 gross military hooks and eyes.....	0 60
Tailor instructor, Wm. H. Shead.....	750 00	26½ yds. Italian cloth, at 55c.....	14 58
Carpenter instructor, John Puigh, 9 months.....	524 97	Coat buttons.....	0 60
Carpenter instructor, Eli Lusignan, 3 months.....	150 00		770 72
Guards, 4 at \$650.....	2,600 00	<i>Rations.</i>	
do 1.....	590 00	822 sacks flour.....	2,027 00
do 1.....	560 00	52,121½ lbs. beef.....	3,181 84
do 3 at \$500.....	1,500 00	13 brls. mess pork, at \$18.....	234 00
Guard Preston, for 2 months.....	108 32	488 lbs. of mutton.....	43 92
do McNaughton, 7 months,—days.....	338 05	186 do of fresh pork, at 8c.....	14 88
do E. Bourke, 10 months.....	416 68	887½ do whitefish.....	49 65
do A. McDonald, 9 months.....	419 94	3,300 do codfish.....	198 00
do John Puigh, 3 months.....	162 56	2,518 do of butter, at 17c.....	428 06
do W. Walpole, 4 months.....	166 72	515 do of tea.....	113 30
	17,376 06	75 do Java coffee.....	27 75
<i>Salaries, Asylum Staff.</i>		280 do raisins.....	19 60
Attendant, Wm. Abbott.....	500 00	226 do currants.....	16 96
do A. Pritchard.....	500 00	500 do rice.....	25 00
do J. H. Hackland.....	500 00	2,003 do beans.....	85 12
Matron, Ellen McLean.....	360 00	588 do split peas.....	17 64
Attendant, Isabel McLeod.....	300 00	804 do pot barley.....	28 09
do Catherine Davis.....	300 00	3,146 do oatmeal.....	98 32
	2,460 00	3,075 do sugar.....	153 75
<i>Retiring Gratuities.</i>		20 do granulated sugar.....	1 15
P. H. Ennis.....	143 86	260 do lard.....	26 65
Ben Preston.....	528 06	30 do hops.....	5 40
	671 92	25 do pepper.....	5 00
<i>Uniforms.</i>		½ do allspice.....	0 20
11 prs of black gloves.....	2 75	½ do cloves.....	0 25
4,000 eyelets.....	1 60	½ do nutmegs.....	0 32
1,000 hooks.....	1 10	3,360 do salt.....	37 80
10½ doz. frogs.....	14 75	300 do fine salt.....	4 50
5½ lbs. twist.....	50 26	342 do chewing tobacco.....	174 44
6 gross brass buns and rivets.....	3 00	192½ do smoking tobacco.....	115 50
17½ lbs. of French calf.....	26 25	53 do suet.....	3 18
60 prs. do vamps, at \$1.50.....	90 00	45 do baking powder.....	20 25
4 prs. do do 2.50.....	10 00	8 do yeast gems.....	6 80
5 yds. silk velvet.....	3 12	Essence of lemon.....	0 83
218 yds. silesia.....	36 87	Lemon peel.....	0 70
36 yds. gold braid, at 7½c.....	2 70	Soda bicarb.....	0 05
6½ lbs. assorted sewing silk.....	52 71	3 doz. of eggs.....	0 51
6 gross braid assorted.....	71 41	2 boxes of clay pipes.....	2 20
Coat wadding.....	3 77	5 brls. of apples.....	16 25
335 yds. coat canvas.....	46 97	81 galls. of vinegar.....	24 30
46 yds. grass linen.....	6 79	349½ galls. molasses.....	197 03
Shoe blacking.....	0 25		7,406 19
2 lbs. rubber tissue.....	6 00	<i>Clothing.</i>	
11½ yds. gold cord.....	1 75	Shoe knives.....	2 50
		Emery straps.....	3 00
		Awls, assorted.....	0 50
		½ deer bones.....	4 50
		½ doz. pincers.....	2 25
		1 doz. lasts.....	5 40
		1 doz. rasps.....	4 00
		2 files.....	3 00
		1 gall. of shoe ink.....	1 50

Department of Justice.

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Clothing—Concluded.</i>	\$ cts.	<i>Discharge Clothing—Concluded.</i>	\$ cts.
5 lbs. of wax.....	1 00	2 doz. pocket kerchiefs.....	1 50
30 lbs. assorted shoe nails.....	2 90	2 do neckties.....	4 70
½ lb. bristles.....	2 75	1½ do felt hats.....	13 67
Assorted shoe rivets.....	2 00	81½ do farmers' satin.....	44 99
2 peg wheel markers.....	1 50	27½ yds. silesia.....	47 82
2 lbs. lasting tacks.....	1 00	1½ doz. linen collars.....	3 00
3 gross sand paper.....	1 35	10½ gross assorted coat and vest buttons.....	16 11
1 gall. shoe varnish.....	2 20	1 doz. fur caps.....	12 00
4 gross assorted awls.....	6 62	½ doz. mufflers.....	6 00
½ doz. hammers.....	1 62	127 yds. Canadian tweed, at 64½c.....	81 92
9 lbs. shoe thread.....	7 20	42 do gelantina.....	7 65
1½ bush. pegs.....	1 87	1 doz. vest buckles.....	0 75
½ gross heel ball.....	0 62		367 49
3 lbs. rivets.....	1 50		
1,196½ lbs. sole leather.....	382 80	<i>Travelling Allowance and Gratuity.</i>	
160 lbs. kip leather.....	96 00	11 convicts, at \$20 each.....	220 00
22 lbs. wax leather.....	11 00	16 do at \$15 do.....	240 00
47 lbs. moose hide.....	47 00	Paid for railway tickets.....	162 38
202 lbs. moccasin leather.....	101 00	For charges for discharged Indians.....	52 30
8 doz. steel shanks.....	4 00		674 68
2 doz. strip awls.....	1 20	<i>Bedding.</i>	
½ gross tailors' needles.....	2 99	361 yds. of ticking.....	53 26
Singer sewing machine needles.....	8 04	40 pairs of blankets, at \$3.60.....	144 00
35 gross assorted buttons.....	10 20	24 do do do 2.65.....	63 60
15 doz. tape assorted.....	9 00	112 yds. duck, heavy.....	33 60
White thread assorted.....	45 52	2 pillows.....	3 00
177 lbs. yarn.....	69 92	1 chamber set.....	3 00
4 doz. straw hats.....	3 00	Sundries for asylum.....	25 90
614 yds. grey flannel.....	244 05		326 36
478½ yds. convicts' tweed.....	237 95	<i>Hospital.</i>	
26¼ yds. dress tweed.....	5 47	2 doz. lemons, at 80c.; Enos' fruit salt, \$2.....	2 80
309½ yds. jean.....	57 39	2 boxes dominoes.....	1 70
Pattern paper.....	4 00	2 boilers, copper bottoms.....	4 00
4 pairs hose.....	1 80	Playing cards.....	3 10
357¼ yds. grey cotton.....	32 90	1 doz. briar root pipes.....	2 65
2 shawls.....	5 00	65 yds. white cotton.....	6 50
2 pairs gloves.....	0 70	25 do grey flannel.....	7 50
5 yds. black silesia.....	0 75	2 jars mustard.....	2 00
115 lbs. moccasin leather.....	40 25	3 oil sheets.....	6 00
124½ yds. grey tweed.....	54 67	1 cook stove and furnishing.....	34 25
Wrappers.....	1 00	30 lbs. granulated sugar.....	1 75
3 pairs shears.....	22 50	1 clock.....	6 50
2 stencil brushes.....	0 34	21 galls. spirits frumenti.....	47 25
1 box tailors' chalk.....	1 10	3¼ do vini gallicis.....	13 38
Tailors' thimbles.....	0 20	Paid Dr. Blanchard.....	120 00
149½ yds. duck.....	34 34	do McTavish.....	10 00
Beeswax.....	1 40	Sundry drugs.....	328 58
2 gross buckles.....	1 30		597 94
48 yds. brown Holland.....	7 08	<i>Chapels.</i>	
Machine knitting needles.....	3 75	Paid Wm. Durden, organist.....	62 50
Shoe blacking.....	0 94	do Miss Eva McDonell.....	37 50
2 clothes baskets.....	2 50	Bottle of port wine.....	1 25
26 lbs. cotton yarn.....	9 10	Prayer books.....	10 00
1 Singer sewing machine.....	45 00	Altar furnishings.....	14 00
Sperm oil.....	1 25	Box candles.....	0 96
Stencils and figures.....	7 00	Paid for washing altar linen, &c.....	43 00
Flat-iron holder.....	0 25		169 21
184½ yds. grey cotton, at 9¼c.....	17 07	<i>Escapes.</i>	
126½ do Kentucky jean.....	30 42	Paid expense travelling, livery, &c.....	188 54
40 do brown duck.....	8 70	do Detective McKenzie.....	10 00
5 lbs. linen thread.....	4 50	do John Mustard's exp. to Florida.....	132 04
5 gross bone buttons.....	0 45		330 58
Sundries furnished asylum.....	161 49		
	1,899 06		
<i>Discharge Clothing.</i>			
55 lbs. Canadian calfskins.....	41 25		
105 feet of cordovan.....	21 00		
1 doz. coloured sheepskins.....	7 00		
2½ do braces.....	6 63		
2½ do overshirts.....	19 00		
3½ do undershirts.....	22 75		
1½ do drawers.....	9 75		

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Library.</i>	\$ cts.	<i>Kitchen—Concluded.</i>	\$ cts.
70 volumes.....	58 50	Repairs.....	4 75
59 yds. brown duck.....	11 80	1 doz. tumblers.....	2 75
	70 30	1 do stove blacking.....	1 00
<i>Repairs to Buildings.</i>		1 do combs.....	1 50
Wire cloth.....	9 17	1 do mirrors.....	1 25
1 package tacks.....	0 50	1 do stove brushes.....	2 75
8 lbs. rivets.....	1 10	1 do razors.....	2 42
Soil pipe.....	42 58	1 do blueing.....	0 30
2 brls. Portland cement.....	11 50	Sundries for asylum.....	4 55
2,400 ft. glass.....	113 00		387 45
Files, assorted.....	7 21	<i>Stables.</i>	
67½ lbs. putty.....	2 00	1 double-seated express wagon.....	48 00
Yale blank keys.....	1 75	341 bush. oats.....	104 80
2 doz. carpenters' pencils.....	0 75	3½ tons bran.....	43 25
17 gross screws.....	5 36	6 do chopped feed.....	162 00
Pump heads.....	19 00	Unground feed.....	30 00
5,500 ft. boards.....	101 00	56 lbs. flax seed.....	2 80
1,666 ft. pine.....	63 10	181½ bush. barley.....	38 78
8 kegs nails.....	33 75	Paid for chopping barley and oats.....	23 51
1,203 ft. ash, birch and oak.....	60 15	½ gross buckles.....	0 45
533 scantling.....	10 66	3 gross brass burrs.....	1 50
1,804 ft. select pine.....	72 16	62 lbs. harness leather.....	19 84
700 ft. ceiling.....	22 40	2 halters.....	3 00
151 ft. hickory.....	9 81	2 collars.....	9 00
37 ft. cedar.....	2 22	Harness repairs.....	0 50
150 lbs. white lead.....	10 50	½ doz. tie chains.....	2 25
20 lbs. Indian red paint.....	3 00	2 horse brushes.....	1 98
15 lbs. glue.....	3 00	1 curry comb.....	0 30
28 lbs. ultramarine blue.....	5 60	1 rubber coat and gloves for messenger.....	7 50
½ doz. whitewash brushes.....	1 20	1 horse whip.....	0 80
1½ doz. paint brushes.....	3 03	1 doz. axle grease.....	0 75
4½ doz. butt hinges.....	3 31	Horse liniment.....	5 50
2 doz. Yale night latches.....	5 00	½ doz. neck yokes.....	2 40
½ doz. mortise chisels.....	0 71	1 martingale.....	1 75
½ doz. auger bits.....	0 88	1 pair spurs and chains.....	2 50
1 doz. adjustable augers.....	4 00	1 riding saddle.....	25 00
Traps, bends and fittings, &c.....	30 70	2 fly nets.....	2 50
Lead pipe.....	8 00	½ doz. harness dressing.....	6 00
14 lbs. block tin.....	3 92	½ do water buckets.....	2 25
2,410 lbs. iron.....	74 66	1 set wheel tires and bolts.....	2 33
263 lbs. sheet steel.....	15 78	1 bull ring.....	0 25
10 lbs. nuts.....	1 00	2 lbs. pumice stone.....	0 20
125 lbs. clinch nails.....	7 78	1 set wheel fellos.....	1 40
19 lbs. brads, assorted.....	2 44	½ doz. tins drop black.....	1 50
½ doz. flush bolts.....	0 75	1 gall. carriage varnish.....	1 75
1 oil stone.....	0 65	2 do raw oil.....	1 48
1 diamond.....	5 50	2 do castor oil.....	2 55
4 galls. shellac.....	12 00	1 comb and sponge.....	0 95
1 do walnut stain.....	1 75	Carriage repairs.....	4 75
5 do turpentine.....	4 00	Service of stallion.....	13 00
2,700 bricks.....	31 05	1 bull.....	27 80
Paid for plumbing and fitting.....	305 35	Paid Mc Nerney.....	22 50
½ doz. locks.....	2 25	1 pair horses.....	325 00
	1,136 96	1 horse.....	145 00
<i>Kitchen.</i>		Paid veterinary surgeon.....	4 00
¾ doz. barber scissors.....	9 00		1,103 37
3 tea steepers.....	3 00	<i>Farm.</i>	
Sundry tinware.....	30 53	Repairs to implements.....	28 10
3,360 lbs. of soap.....	224 56	Hay ground rent.....	59 00
7 doz. brooms.....	18 00	Garden seeds.....	34 80
125 lbs. chloride of lime.....	13 80	75 lbs. binding twine.....	11 25
290 yds. towelling.....	27 00	Oak plank.....	13 98
5 butcher knives.....	3 92	4 pieces timber.....	2 00
2½ doz. scrub brushes.....	9 37	Iron.....	13 74
3 doz. spoons.....	0 75	1 ton Bloss coal.....	12 00
3 doz. pots pomade.....	1 50	Rope.....	4 56
2 brls. washing soda.....	16 80	Service boar pig.....	3 00
1½ doz. bannister brushes.....	6 75	1 set of harrows.....	13 00
2 clothes lines.....	0 30	15 bush. seed barley.....	7 50
1 hair brush.....	0 30	Sacks.....	0 50

Department of Justice.

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—*Concluded.*

<i>Farm—Concluded.</i>	\$ cts.	<i>Prison furnishing—Concluded.</i>	\$ cts.
154 bush. seed potatoes.....	62 34	Locks.....	31 00
Weights and measures inspector's bill..	7 75	Cell combs and mirrors.....	2 50
Shovels.....	8 25	Galvanized iron pails.....	96 08
Tar paper.....	2 70	Conservatory stock.....	47 50
Veterinary surgeon's bill <i>re</i> sick hogs..	17 00	Scuttle.....	0 75
	301 47	Cockroach exterminator.....	8 00
<i>Maintenance of Machinery.</i>		Babcock hose.....	3 50
Sturgeon oil.....	3 00	Bell snap.....	0 90
1 gauge, \$1.50; 4 valves.....	3 26	Green baize.....	6 50
Stop cocks.....	3 43	Cretonne.....	3 50
1 doz. files.....	3 86	Brown duck.....	2 40
1 inspirator.....	10 50	Bannister brushes.....	10 13
Tallow.....	14 68	Repairs electric bells.....	32 10
Solder.....	1 10	Iron.....	48 80
Mur. acid.....	0 30	Screws.....	6 55
Rubber packing.....	13 57	Zinc.....	1 40
Candle wick.....	0 50	Barber straps.....	1 34
Sundry castings.....	5 90	W. C. paper.....	3 60
	60 10	Charges on a wardrobe.....	3 00
		Bedroom furniture.....	235 27
<i>Heating.</i>			556 57
356½ cords wood.....	974 47	<i>Fencing.</i>	
606½ tons soft coal.....	4,606 20	Cedar posts.....	213 35
76½ tons hard coal.....	692 11	Barb wire.....	197 30
Iron pipe.....	10 69		410 65
Grate bars.....	39 75	<i>Queen's Printer and Stationery.</i>	
Stove pipe.....	20 82	Sundries.....	381 82
Buck saws.....	4 50		
½ doz. axes.....	4 50	<i>Miscellaneous.</i>	
1 stove back.....	9 25	Telegrams.....	84 24
	6,362 29	Postage.....	77 89
<i>Armoury.</i>		Express charges.....	39 98
Repairs to revolvers.....	0 65	Freight do.....	600 81
26 lbs. shot.....	2 75	Advertising.....	80 07
	3 40	Travelling expenses.....	43 45
<i>Light.</i>		Attorney's fees.....	7 00
20 gross matches.....	9 40	Special service.....	72 35
Brackets, chimneys and burners.....	51 57	Transfer of convicts.....	198 65
Lamp shades.....	8 10	Justice's fees.....	12 00
2½ doz. lanterns.....	16 75	Photo camera repairs.....	7 52
476½ galls. coal oil, at 22c.....	104 83	Telephone.....	135 00
	190 65	Christmas extras.....	32 02
<i>Prison furnishing.</i>		Less—Refunded Department of Interior for lunatics, N.W.T.....	45,408 28
Emery cloth.....	2 25	Officers for provisions.....	3,420 82
Pots pomade.....	4 50		19,678 64
Blank keys.....	5 00	Total	25,729 64

No. 28.

BALANCE SHEET, Manitoba Penitentiary, 30th June, 1892.

	\$ cts.		\$ cts.
Buildings, land, &c.	315,558 92	By Balance.....	347,169 93
Storekeeper.....	1,053 67		
Steward.....	6,133 00		
Tailor shop.....	1,130 19		
Shoe do.....	612 45		
Carpenter shop.....	553 50		
Blacksmith shop.....	169 86		
Engineer's department.....	8,529 20		
Farm stock.....	2,184 25		
Stables.....	3,587 00		
Hospital.....	816 95		
Protestant chapel.....	864 37		
Roman Catholic chapel.....	941 87		
Armoury.....	1,245 39		
School.....	130 30		
Library.....	405 76		
Furniture and office furnishings..	1,414 75		
Officers' quarters.....	1,838 50		
	347,169 93		347,169 93

P. MCGOWAN,
Accountant.

No. 29.

STATEMENT of the Manitoba Penitentiary Farm for the Year 1891-92.

	\$ cts.
154½ tons hay, at \$2.50.....	386 25
1,022 bushels oats, at 20c.....	204 40
139 do barley, at 30c.....	41 70
40 do wheat, at 50c.....	20 00
1,147½ do potatoes, at 20c.....	229 50
418½ do turnips, at 20c.....	83 70
25 do mangels.....	6 25
115 do sundry vegetables.....	46 00
24½ do onions, at \$2.....	49 00
2,529 lbs. pork, at 8c.....	202 32
1,000 heads cabbage, at 4c.....	40 00
489 galls. milk, at 20c.....	97 80
	1,406 92

P. MCGOWAN,
Accountant.

Department of Justice.

No. 30.

Stock in School and Library, 30th June, 1892.

School.

1st Readers.....	65
2nd do.....	32
3rd do.....	18
4th do.....	13
Grammar, English.....	18
do French.....	35
Arithmetics.....	39
Geographies, small.....	12
do large.....	20
Slates.....	52
Crayons.....	1 box
Slate pencils.....	1½ gross
Histories, British.....	4
Spelling books.....	45
Dictionaries.....	5
Blackboard.....	1
Pens.....	½ gross
Penholders.....	3½ doz.

Library.

Volumes in general library.....	137
do Protestant library.....	309
do Roman Catholic library.....	199
Volumes transferred for use of Sunday school from general library.....	91
do do do Protestant library.....	41
Volumes in library.....	513

D. D. BOURKE,
Schoolmaster.

BRITISH COLUMBIA PENITENTIARY.

No. 1.

REPORT OF THE WARDEN FOR THE YEAR ENDED 30TH JUNE, 1892.

BRITISH COLUMBIA PENITENTIARY, 2nd July, 1892.

SIR,—I have the honour to submit to you the annual returns on the management of this penitentiary for the year ended 30th June, 1892.

On the 30th June, 1891, there remained here 73 convicts; received since, 19 males, 1 female, total 20. Discharged by expiration of sentence 15, by pardon 1, by escape 2, which left remaining on 30th June, 1892, 75 convicts.

I am pleased to note the decrease in number of convicts received during the past year, that is, when compared with the number admitted during former years. The conduct of the prisoners has been good, and you will be gratified to know that the general health has been very favourable. Although there has been a great deal of sickness in the surrounding neighbourhood, we have suffered very little inconvenience from illness—at the present writing there are no cases in hospital.

I must draw your attention to the fact that our water supply is far from sufficient, and at times it is not fit for drinking or cooking. The work of clearing and building is going on above the dam; old roads are being reopened, and after rain, the condition of the water is most objectionable.

The city water works are nearly completed, and one of their mains runs along the northern boundary of the penitentiary grounds; therefore I hope you will see fit to have the prison and other buildings connected with the institution, supplied from that source.

The school continues to be satisfactorily conducted by Mr. Keary.

A new wharf, which improvement was very much needed, has been built during the year. In order to make it more serviceable for our wants, it will require to be partly covered.

I am glad to see that an appropriation has been made for heating the prison building with hot water. This should have been done in the beginning. It is impossible to keep the place neat and clean with the number of clumsy stoves required.

You will be pleased to hear that the conduct of the officers has been good. I am happy to say that I have seldom had to report anything to the contrary.

And now, in closing this short report, I beg you will accept my sincere thanks for the kindly assistance received from you on many occasions, not only during the year just ended, but also during the many years that I have had the honour of managing this institution, under your able guidance.

I remain, sir,

Your obedient servant,

ARTHUR H. McBRIDE,

Warden.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

No. 2.

PER CAPITA Cost of Convicts for Year 1891-92.

Daily average, 73.

	Cash Expenditure	Add Material on hand 30th June, 1891.	Total Expenditure, 1891-92.	Deduct Material on hand 30th June, 1892.	Net Expenditure	Annual <i>Per Capita</i> Cost.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Salaries.....	19,749 66		19,749 66		19,749 66	270 54
Uniforms.....	414 42	532 79	947 21	713 97	233 24	3 20
Rations.....	3,860 73	113 34	3,974 07	104 61	3,869 46	53 01
Clothing.....	2,418 86	3,424 50	5,843 36	4,634 72	1,208 64	16 56
Travelling allowance.....	267 50		267 50		267 50	3 66
Discharge clothing.....	301 09	180 69	481 78	343 50	138 28	1 90
Bedding.....	106 75	433 41	540 16	121 67	418 49	5 73
Chapels.....	107 00	8 38	115 38	2 25	113 13	1 55
Library.....	171 76		171 76		171 76	2 35
School.....	21 00	55 00	76 00	65 00	11 00	0 14
Escapes.....	20 15		20 15		20 15	0 28
Hospital.....	387 83	185 53	573 36	181 20	392 16	5 35
Heating.....	1,125 45	338 81	1,464 26	304 70	1,159 56	15 88
Light.....	1,965 05	133 08	2,098 13	106 83	1,991 30	27 28
Repairs to buildings.....	2,033 72	439 17	2,472 89	689 02	1,783 87	24 44
Armoury.....	205 45	55 00	260 45	95 00	165 45	2 27
Kitchen.....	517 67	191 00	708 67	242 47	466 20	6 39
Stationery and Queen's Printer.....	133 11	190 00	323 11	186 00	137 11	1 88
Farm.....	642 76	102 40	745 16	140 05	605 11	8 29
Stables.....	127 60	7 37	134 97	11 12	123 85	1 70
Furniture.....	20 00	46 50	66 50	47 00	19 50	0 27
Telegrams.....	90 30		90 30		90 30	1 24
Postage.....	44 00		44 00		44 00	0 60
Freight charges.....	27 16		27 16		27 16	0 37
Express charges.....	6 50		6 50		6 50	0 09
Advertising.....	51 00		51 00		51 00	0 70
Telephone.....	84 00		84 00		84 00	1 15
Wharf.....	1,379 60		1,379 60		1,379 60	18 90
Industries.....	346 03		346 03		346 03	4 74
Totals.....					35,074 01	480 46

Amount of revenue, 30th June, 1892..... \$471 55

Per capita cost on net expenditure..... \$480 46

Deduct for revenue..... 6 44

Net per capita cost per annum..... \$474 02

Net per capita cost per diem..... \$1 30

No. 3.

REPORT OF THE PROTESTANT CHAPLAIN.

BRITISH COLUMBIA PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to submit my fourteenth annual report for the year ended 30th June, 1892.

There have been 51 convicts under my care during the year, 43 remaining at this date; white men, 17; Chinese, 20; Indians, 3; coloured, 2, and half-breed, 1.

All the duties of my office have been regularly performed. The conduct of the prisoners while attending divine service has been very good. There is nothing of importance to notice in connection with the school, library or singing class. All have been duly attended to.

I have the honour to be, sir,

Your obedient servant,

ROBERT JAMIESON,

Protestant Chaplain.

J. G. MOYLAN, Esq.,

Inspector of Penitentiaries.

No. 4.

REPORT OF THE ROMAN CATHOLIC CHAPLAIN.

BRITISH COLUMBIA PENITENTIARY,

NEW WESTMINSTER, 1st July, 1892.

SIR,—I have the honour to submit my annual report for the year ended 30th June, 1892.

The general conduct of the convicts leaves little to be desired.

It is to be regretted that better accommodation cannot be provided for those who attend the school; their patience and assiduous attention to study certainly deserve great praise.

The choir organized last year continues to make satisfactory progress. I might suggest that the organist's remuneration is hardly commensurate with the labour involved and the time taken up.

The number of convicts under my charge has been reduced during the year from 28 to 23.

I cannot conclude without thanking the warden, schoolmaster and other officers for their unvarying kindness.

I have the honour to be, sir,

Your obedient servant,

W. M. J. MORGAN, O.M.I.,

Acting Chaplain.

J. G. MOYLAN, Esq.,

Inspector of Penitentiaries.

Department of Justice.

No. 5.

REPORT OF THE SURGEON.

BRITISH COLUMBIA PENITENTIARY, 1st July, 1892.

SIR,—I have the honour to submit my annual report for the year ended 30th June, 1892.

The health of the convicts in this penitentiary has been very good during the past year, and we have reason to be thankful that small-pox, which is now more or less epidemic throughout this province, has found no entrance into the penitentiary.

I again beg to call to your attention the question of the heating of the prison. The system in use at present gives a very uneven heat, and the alleged hospital has only a small grate to heat a large room. The substitution of hot water for the present arrangement is a matter which calls for immediate attention, and the whole prison should be included in any such system.

The hospital overseer, Mr. Carroll, continues to discharge his duties in a most satisfactory manner.

I have to thank the warden and other officers for many kindnesses.

I have the honour to be, sir,
Your obedient servant,

W. A. DEWOLF SMITH, M.D., &c.,
Surgeon.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

ANNUAL Return of sick treated in Hospital from 1st July, 1891, to 30th June, 1892.

Diseases.	Remaining from last year.	Admitted.	Total.	Died.	Discharged.	Remaining.
Abscess		1	1		1	
Accidents		9	9		9	
Chancre		1	1		1	
Insane		2	2			2
Phthisis	2		2		2	
Scrofula	1		1		1	
Stricture		1	1		1	
Ext. dent.			18			
	3	14	35		15	2

W. A. DEWOLF SMITH, M.D.,
Surgeon.

No. 6.

REPORT OF THE SCHOOLMASTER.

BRITISH COLUMBIA PENITENTIARY, 30th June, 1892.

SIR,—I beg leave to submit my report on the school at this penitentiary for fiscal year ended 30th June, 1892.

The average attendance 27. Subjects taught : reading, writing, spelling, dictation and arithmetic.

With pleasure I state that the majority of those attending desire to improve, by embracing every opportunity both in schoolroom and in cell practice. Many thanks are due our warden for the great interest he has taken in this department ; also, to the chaplains for their zeal in the good work of education.

It is to be regretted that a more suitable room for school purposes cannot be provided. As it is now, we utilize one side of the wing for teaching, which is not at all convenient.

I have the honour to be, sir,
Your obedient servant,

W. H. KEARY,
Schoolmaster.

J. G. MOYLAN, Esq.,
Inspector of Penitentiaries.

Department of Justice.

No. 7.

LIST OF CONVICTS received into the British Columbia Penitentiary during the year ended 30th June, 1892, with Statistical details from the Register, as to Crime, Nationality, Religion, Date and Length of Sentence.

No.	Name.	Crime.	Nationality.	Religion.	Date of Sentence.	Length of Sentence.
362	Richard Kennedy	Attempt to break and enter	England	Episcopalian	July 9, 1891	2 years.
363	Arthur Booth Knox	Arson	Scotland	Presbyterian	Aug. 17, 1891	3 do
364	Baptiste	Wounding with intent to commit murder	British Columbia	Catholic.	do 17, 1891	5 do
365	Riley Robins	Burglary	Oregon, U. S.	Methodist	Nov. 23, 1891	2 do
366	Thomas Wilson	Buggery	England	Episcopalian	do 23, 1891	15 do
367	Charles Lee	do	Ohio, U. S.	Protestant	do 23, 1891	15 do
368	Richard Gillbert	Larceny	Canada	Catholic.	Dec. 1, 1891	3 do
369	Sam Kee	Stealing from the person.	China	None	Nov. 11, 1891	5 do
370	Chu Chee	do	do	do	do 11, 1891	5 do
371	Jue Gau Dick	Burglary	do	do	Jan. 15, 1892	7 do
372	Charles Phillipps	1st larceny of horse; 2nd larceny	Michigan, U. S.	Catholic	Oct. 12, 1891	7 do
373	Ah Hoy	Larceny from dwelling	China	do	Feb. 23, 1892	3 do
374	Louis Moore	Receiving	Switzerland	Lutheran	do 26, 1892	4 do
375	Ah Sam	House-breaking and felony	China	None	Mar. 3, 1892	2 do
376	Samuel Greer	Assault occasioning actual bodily harm	Ireland	Episcopalian	Nov. 11, 1891	24 do
377	Wong Woh	Larceny	China	None	May 16, 1892	3 do
378	Charles Williams	1st larceny; 2nd larceny	Canada	Lutheran	June 7, 1892	3 do
379	Charles Herd	Perjury	Washington, U. S.	Methodist	do 7, 1892	3 do
380	Jane Malinda Brown	Manslaughter	England	Episcopalian	do 7, 1892	5 do
381	Lye Chou	Cutting and wounding	China	None	do 16, 1892	4 do

No. 8.

RETURN showing Movement of Convicts in the British Columbia Penitentiary during the Year ended 30th June, 1892.

Description.	Male.	Female.	Total.
Remaining at midnight 30th June, 1891.....	73		
Received since.....	19	1	93
Discharged :—			
By expiration of sentence.....	15		
By pardon.....	1		
By escape.....	2		18
Remaining at midnight 30th June, 1892.....			75

No. 9.

COMPARATIVE STATEMENT of Movement of Convicts in the British Columbia Penitentiary for ten years ended 30th June, 1892.

—	1883.	1884.	1885.	1886.	1887.	1888.	1889.	1890.	1891.	1892.
On bail, by order of Supreme Court.....							1			
Admissions :—										
From common jails.....	39	34	29	33	20	24	44	18	33	20
Recaptures.....	2	1								
Total.....	41	35	29	33	20	24	45	18	33	20
Discharges :—										
By Expiration of sentence.....	12	12	21	21	32	30	18	25	33	15
Pardon.....	2	3		2	1	6	2	8	2	1
Having sentence reduced.....		1	1	1		1				
Death.....	2		4		3	3			1	
Bail, order of Supreme Court.....						1				
Sent to Kingston Penitentiary.....						4				
Escapes.....							2			2
Total.....	18	16	26	24	36	45	22	33	36	18
Remaining at midnight on 30th June, each year.	74	93	96	105	89	68	91	76	73	75
Average, daily.....	61	77 $\frac{3}{4}$	92 $\frac{3}{4}$	101 $\frac{1}{2}$	94	73 $\frac{1}{2}$	72 $\frac{1}{2}$	86 $\frac{1}{2}$	68 $\frac{3}{4}$	73

Department of Justice.

No. 10.

LIST of Convicts who have been pardoned out of the British Columbia Penitentiary during the Year ended 30th June, 1892.

No.	Name.	Crime.	Place.
321	James Kavanagh.....	Abominable crime.....	New Westminster.

No. 11.

TABLE of Crimes and Number of Convicts guilty of each Crime, British Columbia Penitentiary, for the Year ended 30th June, 1892.

Description.	Male.	Female.	Total.
Murder.....	1		1
Manslaughter.....	13	1	14
Robbery with violence.....	3		3
Maliciously wounding.....	7		7
Wounding with intent to murder.....	5		5
Shooting with intent to do grievous bodily harm.....	1		1
Obtaining goods by false pretenses.....	1		1
Sending threatening letters.....	1		1
Receiving.....	6		6
Uttering counterfeit money.....	1		1
Buggery.....	3		3
Sodomy.....	1		1
Abominable crime.....	1		1
Burglary.....	4		4
Rape.....	3		3
Assault with intent to do grievous bodily harm.....	4		4
Assault occasioning actual bodily harm.....	1		1
Assault with intent.....	1		1
Attempt at larceny.....	1		1
Attempt to break and enter.....	1		1
Entering house with intent to steal.....	1		1
Breaking and entering.....	2		2
House-breaking.....	1		1
House-breaking and felony.....	1		1
Breaking and stealing.....	3		3
Larceny from dwelling.....	1		1
House-breaking and larceny.....	2		2
Larceny.....	8		8
Larceny and receiving.....	2		2
Feloniously stealing and receiving.....	1		1
Feloniously stealing.....	4		4
Stealing from person.....	3		3
Forgery.....	1		1
Indecent assault.....	1		1
Arson.....	1		1
Perjury.....	1		1
	92	1	93

No. 12.

TABULAR STATEMENT showing number of Convicts sentenced, with length of sentence of each.

Sentence.	Male.	Female.	Total.	Sentence.	Male.	Female.	Total.
Life	4		4	5 years	14	1	15
15 years	4		4	4 do	8		8
14 do	3		3	3½ do	1		1
13 do	1		1	3 do	16		16
12 do	3		3	2½ do	1		1
10 do and 13 lashes	1		1	2 do and 24 lashes	1		1
10 do	4		4	2 do	22		22
7 do	9		9				
				Total	92	1	93

No. 13.

ETHNOLOGY of Convicts in the British Columbia Penitentiary, for Year ended 30th June, 1892.

Race.	Male.	Female.	Total.	Race.	Male.	Female.	Total.
Whites	46	1	47	Japanese	1		1
Coloured	5		5	Chinese	25		25
Half-breeds	3		3				
Indians	7		7	Total	92	1	93

No. 14.

NATIONALITIES and Number of Convicts of each Nationality.

Description.	Male.	Female.	Total.	Description.	Male.	Female.	Total.
Canada	20		20	Sandwich Island	2		2
England	7	1	8	Japan	1		1
Ireland	5		5	Spain	1		1
Scotland	5		5	Switzerland	1		1
United States.. ..	19		19	Germany	1		1
Norway	1		1	Sweden	1		1
Italy	3		3	China	25		25
				Total	92	1	93

Department of Justice.

No. 15.

OCCUPATIONS.

Description.	Male.	Female.	Total.	Description.	Male.	Female.	Total.
Sailors	4		4	Wood turner	1		1
Civil engineer	1		1	Ship carpenter	1		1
Labourers	39		39	Teamster	1		1
Stove fitter	1		1	Painters	2		2
Washerman	4		4	Cabinet-maker	1		1
Physician	1		1	Farmers	4		4
Cooks	9		9	Blacksmiths	3		3
Carpenters	4		4	Fireman	1		1
Miners	3		3	Teacher	1		1
Glassmaker	1		1	Shoemaker	1		1
Herders	3		3	Barber	1		1
Bricklayer	1		1	House-keeper		1	1
Baker	1		1				
Machinists	3		3	Total	92	1	93

No. 16.

CIVIL Condition.

Description.	Male.	Female.	Total.
Married	26		26
Single	66	1	67
Total	92	1	93

No. 17.

MORAL Habits.

Description.	Male.	Female.	Total.
Temperate	53	1	54
Intemperate	34		34
Abstinent	5		5
Total	92	1	93

No. 18.

AGES of Convicts.

Age.	Male.	Female.	Total.	Age.	Male.	Female.	Total.
Under 20 years	5		5	45 to 50 years	7		7
20 to 25 do	10		10	50 to 55 do	4	1	5
25 to 30 do	19		19	55 to 60 do	4		4
30 to 35 do	20		20	Over 60 do	3		3
35 to 40 do	15		15				
40 to 45 do	5		5	Total	92	1	93

No. 19.

RELIGIOUS Belief.

Description.	Male.	Female.	Total.
Roman Catholics	33		33
Church of England	10	1	11
Presbyterians	9		9
Methodists	8		8
Baptists	2		2
Lutherans	4		4
Campbellite	1		1
None	25		25
	92	1	93

No. 20.

STATE of Education.

Race.	Could Read when admitted.		Could Write when admitted.		Wholly Illiterate.		Total.
	Male.	Female.	Male.	Female.	Male.	Female.	
Whites	45	1	45	1	1		47
Coloured	4		4		1		5
Half-breeds	8		8				8
Indians					7		7
Chinese	1		1		24		25
Japanese	1		1				1
							93

Department of Justice.

No. 21.

RETURN of Punishments awarded in British Columbia Penitentiary during the Year 1891-92.

Nature of Punishment.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.	Total.
Bread and water, with hard bed.	4	2	1	1	...	1	2	...	4	2	4	6	27
Loss of remission.	3	3	1	3	1	1	...	...	1	1	5	2	21
Deprived of tobacco.	1	...	...	1	...	...	...	...	...	1	...	...	3
Deprived of light.	1	...	...	...	...	...	...	...	...	1	...	...	2
Received corporal punishment. ....	...	...	...	...	...	...	...	...	...	...	...	1	1
Lashes inflicted. ....	...	...	...	...	...	...	...	...	...	...	36	...	36
Irons.	2	...	...	...	...	...	...	...	...	...	2	1	5
Admonished.	1	4	2	...	1	...	1	...	4	5	7	...	25

No. 22.

RETURN of Remission of Sentence earned by Convicts in British Columbia Penitentiary since date of Imprisonment.

Number.	Number of Days.	Number.	Number of Days.
1 convict earned.	4	1 convict earned.	121½
2 convicts earned.	6	1 do.	122
2 do.	7	2 convicts earned.	125
2 do.	8	1 convict earned.	136½
1 convict earned.	10	1 do.	145
1 do.	15	1 do.	149
1 do.	17	1 do.	153
1 do.	19	1 do.	156½
1 do.	20	1 do.	168
2 convicts earned.	21	1 do.	171½
1 convict earned.	27	1 do.	174
2 convicts earned.	30	1 do.	176
2 do.	32	1 do.	176½
2 do.	33	1 do.	177
1 convict earned.	36	1 do.	190
1 do.	38½	1 do.	225
3 convicts earned.	47	1 do.	253
1 convict earned.	48	1 do.	268
1 do.	50	1 do.	280
1 do.	51	1 do.	284
1 do.	53½	1 do.	303½
1 do.	62	1 do.	310
2 convicts earned.	69½	1 do.	311
2 do.	79	1 do.	339½
1 convict earned.	80½	1 do.	361
1 do.	82½	1 do.	366½
1 do.	83½	1 do.	362
1 do.	84½	1 do.	424
1 do.	91	1 do.	539½
2 convicts earned.	93	1 do.	656
1 convict earned.	93½	1 do.	761
2 convicts earned.	94	1 do.	843
2 do.	95		

No. 23.

TABLE of Earnings of Convicts in each description of Labour at the British Columbia Penitentiary for the Year ended 30th June, 1892.

Description.	Number of Days.	Rate per Day.		Amount.
		\$	cts.	
Tailoring.....	3,509½	0	50	1,754 75
Farming.....	2,490	0	50	1,245 00
Shoemaking.....	2,490	0	50	1,245 00
House-cleaning.....	1,660	0	50	830 00
Clearing land.....	1,503½	0	50	751 75
Cooking.....	926	0	50	463 00
Carpentering.....	853	0	50	426 50
Baking.....	607	0	50	303 50
Building wharf.....	538½	0	50	269 25
Blacksmithing.....	501	0	50	250 50
Cribbing ravine.....	482½	0	50	241 25
Driving team.....	451½	0	50	225 75
Washing.....	431	0	50	215 50
Piling manure.....	337½	0	50	168 75
Making fence.....	335	0	50	167 50
Weeding.....	329½	0	50	164 75
Orderly.....	301	0	50	150 50
Gardening.....	288	0	50	144 00
Making road.....	261	0	50	130 50
Attending stable.....	183½	0	50	91 75
Cleaning road.....	176	0	50	88 00
Picking stones.....	95	0	50	47 50
Mending clothes.....	88	0	50	44 00
Working in ravine.....	73½	0	50	36 75
Whitewashing.....	64	0	50	32 00
Building photo studio.....	63	0	50	31 50
Laying waterpipe.....	56	0	50	28 00
Shovelling coal.....	49	0	50	24 50
Painting.....	35	0	50	17 50
Shovelling snow.....	26	0	50	13 00
Building range.....	8	0	50	4 00
	19,212½			9,606 25

Department of Justice.

No. 24.

LIST of the Staff at the British Columbia Penitentiary on the 30th June, 1892, giving Salary, Rank, Nationality, Religion, Age and date of Appointment.

Name.	Salary per Annum.	Rank.	Nationality.	Religion.	Age	Date of Appointment.
	\$					
Arthur H. McBride...	2,150	Warden	Ireland	Presbyterian	57	May 16, '78.
James Fitzsimmons...	1,400	Deputy warden	do	Roman Catholic	52	Aug. 12, '78.
W. A. DeWolf Smith.	600	Surgeon	Canada	Episcopalian	33	Nov. 1, '87.
W. H. Keary.....	1,100	Accountant, storekeeper and schoolmaster.	Ireland	Roman Catholic	35	Mar. 10, '84.
Rev. R. Jamieson...	600	Protestant chaplain	do	Presbyterian	63	Jan. 4, '79.
Rev. F. Guertin, O.M.I.	600	R. C. chaplain	Canada	Roman Catholic	46	May 15, '89.
Thos. A. McInnes...	800	Steward	do	Methodist	33	do 10, '82.
W. J. Carroll.....	630	Hospital overseer	U. States	Roman Catholic	33	July 23, '86.
Geo. Mackenzie.....	750	Trade instructor	Scotland	Presbyterian	40	Nov. 1, '83.
A. Coutts.....	750	do	Canada	do	42	Oct. 1, '86.
James Miller.....	660	do	Scotland	do	56	Sept. 24, '88.
Chas. N. Derrah.....	660	do	Canada	Episcopalian	47	Nov. 1, '88.
Guy W. Walker.....	600	do	England	do	45	May 17, '92.
Thos. W. Quilty.....	600	Keeper	Canada	Roman Catholic	42	Jan. 18, '82.
Hamilton McKee.....	600	Guard	Ireland	Presbyterian	43	Nov. 7, '84.
Finlay Stewart.....	600	do	Canada	do	40	April 1, '85.
James Doyle.....	600	do	do	Roman Catholic	32	Oct. 1, '86.
Patrick Smyth.....	600	Teamster	Ireland	do	49	Feb. 21, '79.
R. J. Robertson.....	590	Guard	Canada	Presbyterian	30	Oct. 11, '87.
D. C. McGillivray.....	590	do	do	Roman Catholic	41	Dec. 26, '87.
Adam Jackson.....	590	do	Australia	Episcopalian	44	May 18, '88.
Benjamin Burr.....	560	do	Ireland	Reformed Episcopal	46	Oct. 1, '88.
John McNiven.....	560	Messenger and guard	Scotland	Presbyterian	36	June 1, '89.
Patrick Finnegan.....	530	Guard	Ireland	Roman Catholic	30	Mar. 6, '90.
Thomas Sampson.....	530	do	England	Methodist	33	April 1, '90.
W. A. Patchell.....	500	do	Canada	Episcopalian	30	Aug. 18, '90.
E. J. Muldoon.....	500	do	do	Roman Catholic	34	Oct. 1, '90.
Daniel McMaster.....	530	do	do	do	27	Feb. 1, '91.

No. 25.

RETURN showing number of Volumes in Protestant and Roman Catholic Libraries, respectively, showing number of Convicts who have used books from each Library; the number of Volumes issued during the year and the number of Volumes added.

	Protestant Library.	Catholic Library.	Total.
Number of volumes at beginning of year.....	383	201	584
do do added during year.....	46	38	84
do do on 30th June, 1892.....	429	239	668
do of prisoners using library.....	26	25	51
do of volumes issued during the year.....	2,704	1,300	4,004

No. 26.—REVENUE.

DR. DOMINION OF CANADA in Account with the British Columbia Penitentiary, for the Year ended 30th June, 1892. Cr.

Date.	—	Amount.	Total.	Date.	—	Amount.	Total.
		\$ cts.	\$ cts.			\$ cts.	\$ cts.
1891.				1892.			
Sept. 3.	To Deposit to credit of Receiver-General.....	18 25		June 30.	By Shoe shop.....	279 00	
Nov. 6.	do do.....	50 00			Tailor shop.....	34 45	
Dec. 1.	do do.....	134 25			Farm.....	96 75	
1892.					Blacksmith shop.....	32 00	
Mar. 4.	do do.....	40 50			Carpenter shop.....	29 35	
April 4.	do do.....	128 00					
June 30.	do do.....	100 55	471 55				471 55

W. H. KEARY,
Accountant.

ARTHUR H. McBRIDE,
Warden.

Department of Justice.

No. 27.

DETAILS of Expenditure, British Columbia Penitentiary, for the Year ended 30th June, 1892.

<i>Staff Salaries.</i>	\$ cts.	<i>Clothing—Concluded.</i>	\$ cts.
Warden, Arthur H. McBride.....	2,150 00	Buckles.....	2 40
Deputy warden and chief keeper, Jas. Fitzsimmons.....	1,400 00	37 gross buttons, at 25c.....	9 25
Accountant, storekeeper and school-master, W. H. Keary.....	1,100 00	½ lb. shoe buttons, at \$1.50.....	0 75
Surgeon, W. A. DeWolf Smith.....	600 00	56 yds. canvas, heavy, at 45c.....	25 20
Chaplain, Rev. R. Jamieson.....	600 00	200 yds. canvas, coat, at 16c.....	32 00
do Rev. F. Guertin, O. M. I.....	600 00	2 chamois skins, at \$1.....	2 00
do do arrears.....	165 60	1 chest measure.....	5 00
Steward, Thos. A. McInnes.....	800 00	10 prs. cork soles, at 25c.....	2 50
Hospital overseer, W. J. Carroll.....	630 00	496¾ yds. cotton.....	47 81
Trade instructor, George Mackenzie.....	750 00	2 boxes crayons, tailors, at \$1.25.....	2 50
do A. Coutts.....	750 00	10 gross eyelets, at 50c.....	5 00
do Chas. N. Derrah.....	660 00	½ doz. feather dusters, at \$14.....	3 50
do Jas. Miller.....	660 00	1 doz. hafts, awl.....	1 00
do Kenneth McRae.....	495 00	2 prs. hair-clippers, at \$7.....	14 00
do Guy W. Walker.....	74 66	121¾ yds. hair cloth, at 37½c.....	45 51
Keeper, Thos. W. Quilty.....	600 00	6 hammers, at 65c.....	3 90
Guards, at \$600 per annum.....	1,800 00	28 doz. handkerchiefs, at \$3.....	84 00
do 590 do.....	1,770 00	4½ doz. hats, straw, at \$1.50.....	6 75
do 560 do.....	560 00	1 heelshave.....	1 50
do 530 do.....	1,590 00	212 yds. Italian cloth, at 75c.....	159 00
do 500 do.....	1,000 00	4 kit lamps, at 80c.....	3 20
Teamster.....	600 00	1 leather patching machine.....	75 00
Messenger.....	560 00	67 ft. leather Canadian buff, at 25c.....	16 75
	19,915 26	19 lbs. do harness, at 30c.....	5 70
		114½ lbs. leather pebble, at 25c.....	28 62
<i>Uniforms.</i>		134 lbs. do California sole, at 40.....	53 80
10 yds. braid mohair, at 20c.....	2 00	1128 lbs. do B. C. sole, at 30c.....	338 40
7½ gross buttons.....	9 30	362½ lbs. do B. C. upper, at 60c.....	217 50
25½ yds. frieze, at 65c.....	16 57	20 sq. ft. do welt, at 25c.....	5 00
25 summer hats, at \$1.50.....	37 50	135½ yds. linen, Forfar, at 25c.....	33 81
25 winter hats, at \$4.....	100 00	43½ yds. linen, French, at 25c.....	10 94
2 lbs. rubber tissue, at \$4.....	8 00	130 yds. lining, fancy, at 25c.....	32 50
202¾ yds. blue serge, at 60c.....	121 65	3 lining, shoe, at \$1.....	3 00
168 yds. blue serge, at 55c.....	92 40	6 doz. prs. mitts, at \$5.50.....	33 00
38 yds. blue serge, at 70c.....	26 60	38 lbs. nails, brass, at 40c.....	15 20
Wrappings.....	0 40	57 lbs. do Hungarian, at 15c.....	8 55
	414 42	40 lbs. do iron, at 14c.....	5 60
		6 lbs. do channel, at 40c.....	2 40
<i>Rations.</i>		6 lbs. do channel, at 35c.....	2 10
1,429½ lbs. beef, at 12½.....	178 68	Needles.....	11 35
11,306½ lbs. beef, at 9c.....	1,017 58	1½ galls. oil, sperm, \$4.....	6 00
1½ ton bran.....	47 50	Packing.....	0 50
266 lbs. butter, at 30c.....	79 80	5 reams paper, pattern.....	49 40
Christmas extras.....	46 88	7 reams paper wrapping.....	31 00
3,876 lbs. salmon, at 6c.....	232 56	3 reams locks, at 60c.....	1 80
254 brls. flour, at \$5.85.....	1,485 90	1½ lbs. rivets, at \$1.40.....	2 10
35 lbs. lard, at 10c.....	3 50	1 quire sand-paper.....	0 50
1 kitchen range.....	130 00	3 sewing machines, at \$70.....	210 00
135 galls. molasses, at 45c.....	60 75	Sharpening shears.....	0 75
50 lbs. pepper.....	2 50	1 doz. shears, tailors.....	19 75
1,200 lbs. rice, at 4c.....	48 00	3½ gross shoe hooks, at 75c.....	2 50
2,900 lbs. salt, at 1c.....	29 00	Shoemaker varnish, etc.....	11 47
800 lbs. soap, at 4c.....	32 00	2 galls. shoe pegs, at 25c.....	0 50
25 lbs. soap, shaving, at 40c.....	10 00	195½ yds. silesia, at 25c.....	48 87
2,271 lbs. sugar, at 5½c.....	130 58	283½ yds. silesia, at 20c.....	76 70
279 lbs. tea, at 26c.....	72 54	7 skins, Canadian calf, at \$1.....	7 00
398 lbs. tobacco, at 52c.....	206 96	22 lbs. skin Canadian kip, at 85c.....	18 70
72½ galls. vinegar, at 60c.....	43 50	58½ lbs. skin, French calf, at \$1.60.....	93 20
Woods & Gamble, professional services.....	2 50	6 skins, French kid, at \$2.75.....	16 50
	3,860 73	24 lbs. skin, French kip, at \$1.40.....	33 60
<i>Clothing.</i>		¾ doz. skins, sheep, at \$15.....	11 25
1 gross awls.....	2 50	1½ doz. skins, sheep, at \$10.50.....	15 75
1 barometer.....	1 25	1 gross steel shanks.....	6 00
2 oz. bristles, at \$1.....	2 00	9 lbs. shoe tacks.....	7 15
99 yds. brown Holland, at 16c.....	15 84	2 thermometers, at \$2.....	4 00
		9 gross. cotton spools, at \$5.75.....	51 75
		2 doz. linen spools, at \$4.20.....	8 40
		9 lbs. shoe thread, at \$1.25.....	11 25
		1½ doz. spools silk thread, \$12.....	18 00
		159½ yds. towelling, at 12½c.....	19 94
		3½ doz. towels.....	20 30

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Clothing—Concluded.</i>		\$	cts.	<i>Escapes—Concluded.</i>		\$	cts.
Tanning.....		18	00	Travelling expenses, pd. Guard Jackson		2	00
2 lbs. twine, at \$1.10.....		2	20	do do Smyth..		2	00
Twist machine.....		109	83	do do McNiven		3	00
12 lbs. wax, bees, at 75c.....		9	00	do do Stewart.		3	00
6½ lbs. wax, shoe, at 35c.....		2	27				
½ gross webbing, at \$3.50.....		1	75				
156 lbs. yarn, at 60c.....		93	60				
							20 15
		2,418	86				
<i>Convicts' Travelling Allowance.</i>				<i>Hospital.</i>			
1 convict.....		7	50	3 lbs. acet. scilla, at 10c.....		0	30
6 do at \$12.50.....		75	00	¾ lbs. acid boracic, at 15c.....		0	11
4 do at 15.00.....		60	00	5 oz. antipyrine, at \$2.25.....		11	25
2 do at 17.50.....		35	00	2 rolls antiseptic gauze, at \$2.25.....		4	50
1 do.....		25	00	10 lbs. aqua amon. fort, at 12c.....		1	20
2 do.....		65	00	2 lbs. barley, pearl.....		0	02
				¼ gall. bay. rum, at \$6.....		3	00
		267	50	4 doz. Johnston's fluid beef, at \$6.....		24	00
				1 bottle beef, iron and wine.....		1	00
				3¾ galls. benzine, at 25c.....		0	93
				1½ lbs. bismuth carb., at \$8.....		14	00
				1 bottle black draught.....		0	50
				24 doz. bottles.....		16	25
				1 drm. atropia sulphas.....		1	00
				6 stock bottles, at 50c.....		3	00
				20 doz. nests boxes, chip, at 12½c.....		2	50
				¼ doz. nests boxes, pill, at 25c.....		0	12
				2 brushes, at \$5.50.....		11	00
				2 oz. camph. salol, at \$1.50.....		3	00
				4 lbs. cas. sagra, at 75c.....		3	00
				2 lbs. chloroform, at \$1.75.....		3	50
				10 lbs. chloride of lime, at 7c.....		0	70
				¼ doz. chlorodine C. B., at \$6.....		3	00
				1 oz. codia.....		1	50
				5 gro. corks, at 20c.....		1	00
				1½ lbs. cotton, absorb., at \$2.....		3	50
				1 box courtplasters.....		0	50
				16 lbs. crackers, at 7c.....		1	12
				¼ lb. creosote, at \$1.60.....		0	40
				7 galls. cod liver oil.....		9	25
				¼ gall. olive oil, at \$1.50.....		0	50
				1 gall. oil morrhua.....		1	50
				100 pil. antipyrine, at 4c.....		4	00
				100 pil. camph. mono., at 2c.....		2	00
				500 pil. cath. co.....		0	50
				3 bx. pil. Cockle's, at 75c.....		2	25
				10 doz. pil. quin. sulph., at 20c.....		2	00
				1 doz. bottles porter.....		4	50
				2 lbs. pot. bitart, at 30c.....		0	60
				1 lb. pot. chlor.....		0	15
				1 lb. pot. chlor. tablets.....		2	00
				2 oz. quinine, at 40c.....		0	80
				1 oz. quin. sulph.....		0	40
				8 oz. rhei pulv, at 31¼c.....		2	50
				3 lbs. sal. Rochelle, at \$1.....		3	00
				10 lbs. salts, Epsom, at 5c.....		0	50
				1 bottle sarsaparilla.....		1	00
				1 box silicon.....		0	25
				2 bars soap, at \$1.50.....		3	00
				9 cakes soap, acid carb., at 20c.....		1	80
				74 lbs. soap, castile, at 9c.....		6	66
				3 boxes soap, cuticura, at \$1.05.....		3	15
				¼ doz. soap, Pear's, at \$3.....		1	50
				6 lbs. soda bicarb, at 15c.....		0	90
				1 do salicylate.....		4	00
				2 prs. spectacles, at \$2.50.....		5	00
				7½ lbs. sponges, at 75c.....		5	50
				4 lbs. spr. camph. co.....		2	00
				4 do ether nitr., at 70c.....		2	80
				2 stockings, silk elastic, at \$3.....		6	00
				1 roll sub. gauze.....		1	50
				70 lbs. sulphur, at 4c.....		2	80
				15 lbs. sulph. magnesia, at 20c.....		3	00
				10 syringes.....		0	35
				3 bottles syrup, Fellow's, at \$1.50.....		4	50
				1 lb. syrup ferri iodid.....		1	50

Department of Justice.

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Hospital—Concluded.</i>	\$ cts.	<i>Repairs to Buildings—Concluded.</i>	\$ cts.
¼ doz. bottles syrup of figs, at \$9.	4 50	Cement and lime.	73 50
13 lbs. syrup simplex, at 50c.	6 50	1 cast iron door front.	6 50
2 lbs. taraxicum fid. ex., at \$2.	4 00	Files, assorted.	2 40
2 lbs. tr. benzoin, at 60c.	1 20	Furniture furnishings.	13 14
3 do calumba, at 20c.	0 60	Glass.	28 50
1 do card. co.	0 40	80 lbs. glue.	23 00
2 do camph. co., at 40c.	0 80	1 heater coil.	15 00
2 do ferri. mur., at 20c.	0 40	Locks and keys.	41 23
4 do gent. co., at 35c.	1 40	Lumber.	529 52
1 do nux vomica.	2 00	Methylated spirits.	10 00
3 do opii, at 75c.	2 25	Nails and spikes.	98 25
4 do opii camph. co., at 40c.	1 60	Oil, linseed.	43 70
1 do rhei co.	0 50	Oil sperm.	1 00
3 do senega, at 50c.	1 50	Plumbing and gas fitting.	475 94
2 do senna, at \$1.25.	2 50	Piping, valves and unions.	39 33
2 do tolu, at \$1.50.	3 00	25 padlocks.	17 50
1 do zingiber.	0 65	Paint.	112 35
15 bottles tritirates, Wyeth's, at \$1.	15 00	Patent driers.	4 40
5 trusses.	12 00	82 lbs. putty, at 5c.	4 10
8 ozs. ung. pat. iodid, 50c.	4 00	Repairing bake-oven.	60 00
9 lbs. vaseline, at 20c.	1 80	Repairing furnace and boiler.	12 20
2 bottles Witch Hazel ex., at 50c.	1 00	Roof plate and cap.	2 50
12 doz. eggs, at 15c.	1 80	30 lbs. rope, at 20c.	6 00
11 emp. bellad.	6 42	Sand-paper and emery cloth.	14 40
10 bottles fruit salts, at \$1.	10 00	41 gross screws.	24 50
3 ozs. ferri et quin. cum strych., 75c.	2 25	1 sink.	6 00
Fruits.	4 05	1 steel tape.	11 50
10 lbs. glycerine, at 75c.	7 50	48 pkgs. tacks.	4 80
2 graduates, at 75c.	1 50	Tar.	5 00
10 lbs. gum camph. at 85c.	8 50	Tools for carpenter and blacksmith shops.	62 90
3 bottles hydrangia, at \$2.	6 00	Tracing cloth and drawing pins.	5 30
1 oz. hyd. sub. chlor.	0 10	30 galls. turpentine.	29 00
4 ozs. iodoform, at \$1.	4 00	Twine.	4 20
6 rolls isinglass plaster, at \$1.	6 00	Varnish and shellac.	45 75
9 bottles lactopeptine, at \$1.	9 00	2 water closets.	17 50
2 lbs. lin. aconite, at \$2.	4 00	Whiting.	54 50
2 do belladon., at \$2.	4 00	Wire.	9 30
11 do saponis, at \$1.	11 00	Zinc, lead and solder.	17 91
1 lb lint.	0 55		
¼ doz. lith. hydrangia, at \$24.	6 00		
25 lbs. meal, linseed, at 6c.	1 50		
350 lbs. meal, oat, at 4c.	14 00		
20 lbs. mutton, at 12½c.	2 50		
	387 83		
Total for maintenance.	7,662 67		
<i>Heating</i>			
174½ tons coal, at \$6.	1,048 50		
1 door and frame for bake-oven.	7 30		
180 lbs. grate bars.	14 40		
1 doz. pokers.	4 50		
2 stoves.	25 50		
1 stoveback.	1 25		
140 lbs. stoveback castings, at 15c.	21 00		
½ doz. tongs, at \$6.	3 00		
	1,125 45		
<i>Light.</i>			
30 galls. coal oil, at 22c.	6 60		
662,900 ft. gas.	1,937 05		
1 doz. lanterns.	13 50		
11 gross matches, at 50c.	5 50		
24 bundles wicks, at 10c.	2 40		
	1,965 05		
<i>Repairs to Buildings.</i>			
1 boiler and cover.	36 25		
Brushes, paint and whitewash.	61 60		
Butts and hinges.	3 25		
	101 10		
		<i>Armoury.</i>	2,033 72
		1 cap extractor.	0 25
		Caretaking.	24 00
		2,400 cartridges.	69 40
		1 Dominion flag.	23 00
		2 lbs. powder, at \$1.	2 00
		600 shells, cartridge.	7 05
		2 sacks shot.	4 00
		1 shotgun.	75 00
		1 box wads.	0 75
			205 45
		<i>Kitchen.</i>	
		7 bake-pans.	3 60
		1 doz. bath-bricks.	3 00
		25 lbs. blueing, at 10c.	2 50
		4 boilers, at \$9.	36 00
		4 doz. brooms, at \$3.	12 00
		59 buckets, galvanized.	69 90
		4 doz. buckets, wooden, at \$4.50.	18 00
		8 butcher knives.	10 10
		1 carpet-sweeper.	5 50
		6 doz. clothespins, at 5c.	0 30
		½ doz. dusters, at \$14.	7 00
		2 frying-pans, at 90c.	1 80
		1 sheet galvanized iron.	1 50
		½ doz. ladles, at \$2.50.	1 25
		144 lbs. lye.	23 04
		2 meat saws, at \$3.25.	6 50
		1 set meat scales.	12 00
		1 doz. mop-handles.	4 50
		Piping, bends, elbows, &c.	7 85

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—Continued.

<i>Kitchen—Concluded.</i>	\$ cts.	<i>Farm—Concluded.</i>	\$ cts.
2 galls. pipe varnish, at 75c.....	1 50	50 lbs. wheat, at 2½c	1 25
Repairing boiler	1 25	½ doz. wheelbarrows, at \$25.....	12 50
50 lbs. sal soda.....	2 50		642 76
3 sauce-pans.....	7 25	<i>Stables.</i>	
1 doz. scrubbing-brushes.....	15 00	3 doz. axle grease, at \$3.....	9 00
1 doz stove-brushes.....	5 50	550 lbs. barley, at 2½c	12 37
2 sieves, at 75c.....	1 50	½ ton bran	17 50
500 lbs. soap, at 4c	20 00	1 tin harness oil	0 75
6 doz. soup-dishes, at \$3	18 00	1 breast plate	4 00
1 steamer	4 00	1 collar	5 00
1 steel sink	3 50	1 set harness, single	36 00
½ gross stove polish, at 50c	0 25	1 pair horse clippers	2 25
½ doz. strainers, at \$2.50	1 25	2 horse rasps, at 12c	2 00
6 doz. table knives, at \$4.50	27 00	2 pipe cutter rollers, at 50c.....	1 00
12½ doz. table spoons, at \$1.50.....	18 75	11½ lbs. rubber packing, at 50c	5 87
15 sheets tin, at 20c.....	3 00	2 rugs, at \$4.50	9 00
6 doz. tin cups, at \$1.50.....	9 00	½ ton shorts, at \$37.50.....	18 75
25½ doz. toilet paper	88 08	3 doz. fire bolts, at 12c	0 36
4 wall-brushes	6 50	3 doz. waggon bolts, at 25c.....	0 75
4 water-sprinklers, at 65c.....	2 60	1 whip	3 00
9 doz. water-tins.....	23 25		127 60
10 doz. whisks, at \$1.....	10 00	<i>Furniture.</i>	
1 wringer	10 00	20 yds. damask, at \$1.....	20 00
14 lbs. zinc, at 12½c.....	1 75		
12 doz. tin plates.....	9 90	Total for working expenses.....	6,640 70
	517 67	<i>Miscellaneous.</i>	
<i>Stationery.</i>		Telegrams	90 30
1 case.....	0 50	Postage	44 00
2 baskets, paper.....	2 50	Freight charges.....	27 16
	3 00	Express charges	6 50
<i>Farm.</i>		Advertising	51 00
½ doz. axes, at \$15.....	7 50	Telephone	84 00
2 tons barley	73 75	Wharf	1,379 60
4 barrels, at \$1.12½.....	4 50	Queen's Printer.....	74 84
6 baskets, at \$1.....	6 00	Stationery Office.....	55 27
6,200 lbs. bran	88 00		1,812 67
36 lbs. chain, at 8c.....	2 88	<i>Industries.</i>	
6 doz. handles, axe and pick, at \$4.50.....	27 00	Cocks, valves, &c.....	8 55
½ doz. hay forks, at \$9.....	4 50	4,075 lbs. Cumberland coal, at 1½c.....	71 31
15 loads manure, at 50c	7 50	2½ kegs. horse-shoe, at \$9.....	22 50
1½ doz. manure forks.....	13 75	15 lbs. horse-shoe nails, at 15c.....	2 25
3 sets maul rings, at \$1	3 00	Iron.....	135 53
66 feet oak lumber, at 13c.....	8 58	Steel.....	15 79
8 plough points, at 75c	6 00	Tools for blacksmith shop.....	44 05
Powder, fuse, etc.....	86 75	Tools for carpenter shop.....	46 05
½ doz. rakes, at \$7.....	3 50		346 03
248 lbs. rope, at 18c.....	44 64	<i>Grand Total</i>	36,626 15
1 doz. scythe stones.....	1 50		
2 doz. sections for mower.....	8 25		
Seeds	61 41		
Service of bull.....	2 00		
2 tons shorts.....	71 25		
1 single-tree	0 75		
300 ft. vitrified drain pipe, at 29c.....	87 00		
60 wagon spokes, at 15c.....	9 00		

Department of Justice.

No. 27.—DETAILS of Expenditure for the Year ended 30th June, 1892—*Concluded.*

RECAPITULATION.

	\$	cts.		\$	cts.
<i>Staff :</i>					
Salaries.....	19,915	26			
Uniforms.....	414	42			
				20,329	68
<i>Maintenance :</i>					
Rations.....	3,860	73			
Clothing.....	2,418	86			
Travelling allowance.....	267	50			
Discharge clothing.....	301	09			
Bedding.....	106	75			
Chapels.....	107	00			
Libraries.....	171	76			
School.....	21	00			
Escapes.....	20	15			
Hospital.....	387	83			
				7,662	67
<i>Working Expenses :</i>					
Heating.....	1,125	45			
Light.....	1,965	05			
Repairs to buildings.....	2,033	72			
Armoury.....	205	45			
Kitchen.....	517	67			
Stationery.....	3	00			
Farm.....	642	76			
Stables.....	127	60			
Furniture.....	20	00			
				6,640	70
<i>Miscellaneous :</i>					
Telegrams.....	90	30			
Postage.....	44	00			
Freight charges.....	27	16			
Express charges.....	6	50			
Advertising.....	51	00			
Telephone.....	84	00			
Wharf.....	1,379	60			
Queen's Printer.....	74	84			
Stationery Office.....	55	27			
				1,812	67
<i>Industries :</i>					
Sundries.....					346 04
					36,791 76
Total.....					80 00
Refunded by warden.....					36,711 76
Grand Total.....					36,711 76

No. 28.

BALANCE SHEET, British Columbia Penitentiary, for Fiscal Year ended
 30th June, 1892.

DR.

CR.

	\$ cts.		\$ cts.
Buildings.....	217,511 00	Balance	343,986 78
Land.....	89,500 00		
Fencing.....	9,750 00		
Tailor shop.....	4,246 61		
Sundries.....	2,939 00		
Farm.....	2,682 10		
Store room.....	2,548 22		
Wing.....	2,230 20		
Shoe shop.....	1,335 92		
Stables.....	1,257 10		
Catholic chapel.....	1,104 26		
Armoury.....	1,028 05		
Warden's residence.....	1,003 25		
Deputy warden's quarters.....	984 75		
Wash house.....	968 85		
Blacksmith shop.....	850 51		
Hospital.....	753 30		
Accountant's office.....	655 25		
Protestant chapel.....	615 50		
Carpenter's shop.....	583 06		
Halls.....	372 25		
Convict's kitchen.....	332 70		
Warden's office.....	162 80		
Bakery.....	128 10		
Lamp room.....	122 60		
Steward's office.....	95 40		
Guards' room.....	57 65		
Womans' department.....	48 95		
Guards' quarters.....	47 45		
Officers' dining room.....	40 95		
Meat room.....	31 00		
	343,986 78		
To Balance.....	343,986 78		343,986 78

56 Victoria.

Sessional Papers (No. 19.)

A. 1893

DEPARTMENT

OF

MILITIA AND DEFENCE

OF THE

DOMINION OF CANADA.

REPORT

FOR THE

HALF-YEAR ENDED 30th JUNE, 1892.

PRINTED BY ORDER OF PARLIAMENT.



OTTAWA

PRINTED BY S. E. DAWSON, PRINTER TO THE QUEEN'S MOST
EXCELLENT MAJESTY

1893

[No. 19—1892.] *Price 5 cents.*

Militia and Defence.

To His Excellency the Right Honourable SIR FREDERICK ARTHUR STANLEY, BARON STANLEY OF PRESTON, in the County of Lancaster, in the Peerage of the United Kingdom, Knight Grand Cross of The Most Honourable Order of the Bath, Governor-General of Canada.

MY LORD,—

I have the honour to forward to Your Excellency the accompanying Report of the Department of Militia and Defence of the Dominion of Canada for the half-year ended 30th June, 1892, which is respectfully submitted.

I have the honour to be,

My Lord,

Your Excellency's most obedient servant,

J. C. PATTERSON,
Minister of Militia and Defence.

DEPARTMENT OF MILITIA AND DEFENCE,
OTTAWA, 15th December, 1892.

Militia and Defence.

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DEPARTMENT OF MILITIA AND DEFENCE.

HALF-YEAR ENDED 30TH JUNE, 1892.

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Militia and Defence.

REPORT OF THE DEPUTY MINISTER.

DEPARTMENT OF MILITIA AND DEFENCE,
OTTAWA, 14th December, 1892.

SIR,—The present report on the administration of the Department of Militia and Defence, to the 30th June last, is a report on six months' operations only. The Department of Militia and Defence was the only Department, the yearly report of which ran with the calendar year to the 31st December, all the other branches of the Government reporting for the fiscal year ending on the 30th June. Great inconvenience, and delays the reasons for which were not generally understood, arose from the impossibility of preparing and closing up returns until the calendar year was ended, the subsequent printing and revision of proofs still further retarding the issue of the report. It has therefore been thought advisable, with your sanction, to adopt the course pursued in the other Departments of the public service. In future, it is hoped that our report will be issued at a very much earlier period.

The report of the General Officer Commanding will be found of great interest, dealing as it does with matters of importance to the well-being and further development of our Militia system. Upon previous recommendations of Major General Herbert, several changes have already been made in the organization and regulations of the Permanent Forces, tending to bring these Corps up to the standard of efficiency that all bodies of regular soldiers should attain. Other measures are now suggested, for improvement in the different branches of the service, and they will come up for your consideration as the preliminary considerations are matured.

The greater part of the operations of the training of the Militia in camp during the year 1892 took place after the 30th June; and I very much regret that, for this reason, the present departmental report is devoid of much of the usual interest and actuality attached to those operations.

Should it be decided to introduce an improved rifle for the arming of the Militia, some changes will be necessitated in the machinery of the Cartridge Factory. With the addition of one or two machines, however, and some changes in the existing plant, the ammunition for the improved weapon can be promptly turned out at the Factory. I find, from the Report of the Director of Stores (see page 28), that existing requirements, both as regards small arm ammunition and shell, were fully met by the Factory, besides

the reserve in magazine charge being added to. Of the Martini-Henry ammunition now produced at the Factory, a quarter of a million rounds were turned out during the half-year; and it will be observed from the Superintendent's report (Appendix No. 4 hereto) that the output for the year 1892, of small arm ammunition, will not fall far short of two million rounds. This ammunition has been tested, and has given the greatest satisfaction.

I have the honour to report, as regards financial matters, that in some cases the amounts voted by Parliament were found to be insufficient for the requirements of the service, and in consequence an increase will now be necessary.

Although the Department of Militia and Defence is not supposed to add much to the general revenue of the Dominion, it will be seen by referring to the report of the Director of Stores (Appendix No. 2) that during the fiscal year the amount of \$20,125.72 was deposited to revenue. The whole of the amount, except \$4,450.78 paid in for rents, represents moneys deposited to the credit of the Receiver General for the purchase of ammunition, military stores and clothing. These purchases are of constant occurrence, and are on the increase. This amount, therefore, is equivalent to a refund of just so much of the money that had been voted for the Militia, and our Estimates may therefore be considered as practically curtailed to that extent. I would also beg to point out that a large amount of the Vote for the Royal Military College is likewise recouped in the same way, by deposits to revenue made by Cadets, amounting this year to the sum of \$18,679.62. In view of these facts, I would respectfully recommend that a proportionate increase be allowed in the Estimates, in order that the Militia service may receive the full value of the money which it is the intention to vote for its maintenance and development.

The Militia expenditure for 1891-92 was as follows:—

Militia Expenditure, 1891-92.

Salaries, Head Quarter staff.	\$ 6,600 00
“ District staff.	10,983 32
“ Brigade Majors.	13,684 80
Royal Military College.	63,949 31
Ammunition, clothing and stores.	191,403 03
Public Armouries and care of arms.	59,884 52
Drill pay and camp purposes.	251,125 70
Drill instruction.	36,314 15
Contingencies	38,882 38
Dominion of Canada Rifle Association.	10,000 00
“ Artillery Association	2,000 00
Drill sheds, rifle ranges and military properties.	31,370 12
Construction and repairs.	63,680 79
Permanent Forces, Cavalry, Artillery and Infantry; and Schools of Military Instruction.	479,166 38
Monuments, Battle fields of Canada.	50 00
Expenses, formation and drill of a new Kilted Battalion at Toronto.	5,000 00

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Provincial rifle range, Sussex, N.B.	\$ 500 00
Improved rifled ordnance.....	1,713 55

Ordinary Militia expenditure.....	\$1,266,308 05
North-west service (Rebellion 1885).....	3,956 47

	\$1,270,264 52

Pensions, 1891-92.

War of 1812 and subsequent service, down to 1839 (Upper Canada).....	\$ 2,720 00
Annual grant to surviving veterans 1812-15.....	540 00
Active service (Fenian Raids, &c.).....	3,147 50
Rebellion, N.W.T., 1885.....	20,604 45

	\$ 27,011 95

Revenue, 1891-92.

Casual revenue.....	\$ 163 29
Extra ammunition.....	\$ 11,722 27
Stores and clothing.....	3,969 14
Miscellaneous.....	1,556 59
Rents, military properties.....	4,450 78

	21,698 78

	\$ 21,862 07
Royal Military College.....	18,679 62

	\$ 40,541 69

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The report of Lieutenant White, Acting Architect in the absence through illness of Mr. James, which report will be found in Appendix No. 3, calls for no special

comment. The duties which have devolved upon Lieutenant White have been very efficiently performed, and he has here given in detail an account of the works of repair and maintenance of Militia buildings that have been carried on under the Engineer branch of the Department.

I have the honour to be, sir,

Your obedient servant,

C. EUG. PANET, Colonel,
Deputy Minister of Militia and Defence.

The Honourable

The Minister of Militia and Defence.

Militia and Defence.

APPENDIX No. 1

TO

REPORT OF THE DEPUTY MINISTER

OF

MILITIA AND DEFENCE.

Half-year ended 30th June, 1892.

REPORT OF THE GENERAL OFFICER COMMANDING THE MILITIA.

HEADQUARTERS, OTTAWA, 30th November, 1892.

The Honourable

The Minister of Militia and Defence.

SIR,—It having been decided, that in future the report of the Department of Militia and Defence shall extend over the whole period comprised within the fiscal year closing on the 30th June annually, I have the honour to submit the following as a supplement to the report, which was published under date of the 31st December, 1891.

I do not propose to deal herein with matters other than those affected by circumstances, which may have occurred within the fiscal period extending from the 30th June, 1891, to the 30th June, 1892; consequently the details and results of the Militia training, for which provision was made in the estimates for 1892-93, have been omitted, and will form the subject of a future report.

I submit herewith the following enclosures:—

1. Annual return of Permanent Corps of Active Militia. (Appendix A.)
2. Return of convictions by Court-martial. (Appendix B.)
3. Return of Officers, non-commissioned officers and men who have obtained certificates of qualification at the Schools of Military Instruction. (Appendix C.)
4. Supplementary return of Officers and men drilled at local Headquarters in 1891-92. (Appendix D.)
5. Inspection report of the Corps included in Appendix D. (Appendix E.)
6. The report of the Commandant of the Royal Military College. (Appendix F.)

The first of these returns (Appendix A) deals with the personnel of the Permanent Force on the same principle as was adopted in my former report. A line has been added to show the increase and decrease, under each heading, during the past year, as compared with the preceding one.

Appendix B shows an increase of 33 in the number of crimes dealt with by Court-martial. This increase is almost entirely in one Corps—"B" Troop, Canadian Dragoons, at Winnipeg—which shows an increase of 25 cases tried by Court-martial, of which 12 occurred within the first two months of its organization. This fact shows clearly the low ebb to which discipline had been allowed to fall in the "Mounted Infantry," from which this Troop was formed. The general increase of military crime is directly traceable to the same cause, viz., laxity of discipline in the past, and inequality in the manner of enforcing it.

Appendix C gives evidence of increased activity in the Schools of Military Instruction. The returns for the year 1891 show that during the twelve months of that year 304 Officers, N. C. Officers and men attended those Schools and obtained various certificates of qualification. Those now published show that in the first six months of the year 1892 that total was exceeded, and 312 certificates were granted. As extra courses of instruction were organized this year, to be carried out in the months of July, August and September, there is reason to expect that the second six months of the year will yield equally satisfactory results.

A step has been taken towards remedying the defects of organization in the Permanent Force, to which I referred in my previous report, by incorporating the four Companies of Infantry into a Regiment, with the title of the "Canadian Regiment of Infantry," and by similarly connecting the two Troops of Cavalry, under the title of the "Canadian Dragoons." The future development of the Regimental system, will make it possible to secure greater uniformity in drill, administration, and in the standard of instruction, imparted at the Schools of Military Instruction.

There is much yet to be done to bring this small Force up to the level of the important duties devolving upon it. I regret that it has not been found possible to give effect to my recommendations, tending towards the higher education of the Officers, and I submit these again for your favourable consideration. The Officers of the Permanent Force must be professional soldiers, and to attain that character, they must devote themselves to the serious study of the profession they have adopted. They have little to look forward to in the way of material advantages, and they have therefore the more right to expect, that the means be provided to them for that education, by which alone they can become fitted, to perform efficiently their duties as instructors of the Militia.

The Imperial Government has expressed its willingness to confer medals, for long service and good conduct, on non-commissioned officers and men of the Permanent Force, under conditions similar to those governing such rewards in the regular Army. I trust that means will be found to carry this desire into effect. Such a distinction would be highly prized, and could not fail to be productive of excellent results.

ACTIVE MILITIA.

In my previous report I attributed the lack of efficiency of a considerable part of the Active Militia to deficient inspection. Instructions have now been issued as to the manner in which inspections are to be carried out, a system of competition has been established, and measures have been taken to check absence without leave from inspection. This practice has grown into a serious abuse, in certain city Corps of Militia, and if permitted to continue, must render abortive any attempt to raise the standard of efficiency in those Corps. I have pleasure in reporting that through the generosity of Sir Donald A. Smith, K.C.M.G., prizes for efficiency have been offered for competition in No. 5 Military District, on the same principle as those established by Sir Casimir Gzowski, K.C.M.G., A.D.C., in No. 2 District. I am further encouraged in the hope of seeing similar prizes instituted in the other Military Districts of the Dominion.

Arrangements have been made for the training in 1892-93 of 21,484 men of all ranks of the Active Militia.

Militia and Defence.

The following comparative statement shows the numbers for which provision was made in the two preceding years :—

Arm.	1890-91.	1891-92.	1892-93.
Cavalry.....	1,233	1,186	1,722
Field Artillery.....	1,360	1,360	1,360
Garrison Artillery..	18,036	17,778	18,402
Engineers.....			
Infantry.....			
	20,629	20,324	21,484

The increase this year has been made principally in the Cavalry, which costs relatively about three times as much to train as the Infantry. Notwithstanding this fact, however, the average cost per man trained will not exceed, and will probably be less than in previous years. Nevertheless the cost of training the rural Militia remains at a figure for which neither the country nor the men receive full value. Several items of expenditure in connection with it, notably that of railway transport, require to be dealt with by executive enactments, under the powers conferred by the Militia Act, 49 Vic., cap. 41, sects. 88, 89.

ORGANIZATION.

A considerable step has been taken in amending the organization of the Militia, by the alteration of the boundaries of several of the Military Districts. The old divisions, while adding to the cost of administration, were in certain cases so inconvenient, as to render any arrangements for mobilization impossible. Authority has been obtained for certain changes in the Staff of these Districts, and it is most desirable, in the interest of economy and efficiency, that they be carried out.

It is an imperative necessity, that the Regiments of Active Militia be likewise submitted to a process of administrative reorganization. I have already, in my earlier report, pointed out the direction which this much-needed reform should take. The two categories of Militia should be separated, and placed under regulations suitable to the conditions under which each performs its training. The establishment of each Corps should be fixed so as to answer to the conditions of the locality to which it belongs, and to the demands which may be made on it, both in time of peace and in the event of emergency. At present these establishments are not based on either tactical or administrative requirements.

CLOTHING AND EQUIPMENT.

In my last report I drew attention to the unsatisfactory system, or more correctly to the absence of system, governing the issue of clothing to the Militia, and I recommended that, in the case of city Corps, the issue should be replaced by an allowance in money, and that the Commanding Officers should be entrusted with responsibility for the clothing of their Corps, subject to strict regulation and inspection. The sole objection, which has been urged against the practical character of this proposal, is an alleged possible loss of uniformity. In once more urging it as the only satisfactory solution of the question, I desire to draw your attention to the fact that two Battalions of the Canadian Militia at present procure the whole, and some other Battalions a part of their clothing in this manner. We have further the example of upwards of 200,000 Volunteers in the United Kingdom, whose clothing, provided entirely under regimental arrangement, is found satisfactory by the mili-

tary authorities and by the men themselves. The system, therefore, is one which has been subjected to a practical test. It has, moreover, met with universal support from Commanding Officers of city Militia Corps, and the known capacity of these gentlemen in business matters, appears to me to invest their opinion, on such a subject, with considerable weight.

EQUIPMENT.

The condition of a large proportion of the equipment, in use in the Militia, is even worse than I have already represented. Not only is a great part of it worn out with age, but much of that which is issued as new is of the worst possible quality. I have seen saddlery and other equipment, when issued fresh from store, which failed to endure the ordinary usage of a twelve days' camp. I have seen boots, that had been issued to soldiers, the leather of which had no more consistency than paper.

The condition of the Artillery material, in possession of Field Batteries, is likewise worse than I had been led to believe. I have now personally inspected nearly all these Batteries, and I find that in many cases the carriages, which are of an old pattern, could not be depended upon to bear the strain of heavy firing. In some cases they require to be entirely renewed.

ARMS.

An inquiry has been instituted, which is still proceeding, with a view to ascertaining the most suitable small-bore rifle and carbine with which to re-arm the Militia. There are, however, two points of the highest importance, which have to be considered in connection with this question.

1st. *The provision of Ammunition.*

There is at present a considerable reserve of Snider ammunition, and the supply is maintained by the Dominion Cartridge Factory, which turns out an antiquated form of cartridge. In order to manufacture the ammunition required for a modern small-bore rifle, considerable changes of machinery would be necessary, while the smokeless compound which has taken the place of gunpowder, in the modern fire-arm, could not be procured in Canada.

2nd. *The provision of Rifle Ranges.*

There is not more than one Rifle Range in Canada, on which practice could be carried out to the full effective range of a modern rifle. There are few that admit of practice at a longer range than 600 yards, and many which are already considered unsafe for practice, even with the Snider rifle. The existence of abundant means for practising rifle-shooting is as necessary a condition for attaining efficiency, as is the possession of good weapons. The question of providing such means cannot, therefore, be set aside when considering the advisability of arming the Militia with a new weapon.

Whilst earnestly desiring to see the introduction of a better fire-arm, I cannot but recognize, that it would be a fruitless expenditure, were modern weapons placed in the hands of the Militia, without due provision for the supply of ammunition to be used with them, or for the means of instructing the men in their use.

STORES.

The system under which clothing, arms, equipment and military stores are now procured and issued to the Militia, appears to me open to very serious objections.

The responsibility for purchasing stores, making contracts, viewing the stores furnished by contractors, as well as for their custody and final issue, is all vested in one Office, regardless of the conflict of opposing interests, affected, by the performance of duties of such widely different character. It would seem more in accordance with business principles to vest the responsibility for purchase and contracts in the financial or civil branch of the Department, and give to the Military Executive the duties of custody, inspection and issue. This would be more easy since the amount of stores (exclusive of obsolete and condemned articles) in possession of the Department amounts to little more than an "expense store" calculated to meet the current requirements of the Militia, but not providing for any reserve.

Militia and Defence.

I have recently, by your desire, inspected a number of the Militia Storehouses, though these do not fall within the regular sphere of my inspection. They are filled with an accumulation of worn-out and worthless equipment, obsolete military stores, and condemned utensils, for the care of which an unnecessary number of men are employed. They are subject to no regular system of inspection, and there is no personal responsibility established in respect to them. The defect would be remedied by a readjustment of the duties of the Store Branch, such as I have suggested. The establishment of military workshops in connection with the Stores of each District, for repairing saddlery, harness, and other equipment, would effect a great saving from the waste which now occurs.

I have caused a special inspection to be made of the Ordnance included in the "Return of Ordnance" (Report of Director of Stores, 1891, Appendix D). The result has been to show that the Department is in possession of a large amount of material of no military value, but which, if disposed of as old metal, would realize a considerable sum. I strongly recommend that this course be adopted, and that a special appropriation be obtained from Parliament, equivalent to the proceeds of such sale, to be expended in the purchase of modern Artillery material.

BARRACKS AND WORKS.

Acting upon the representations contained in my previous report, you have authorized the necessary steps to be taken, for providing the much-needed barrack accommodation at Winnipeg, and there is every prospect that before the winter sets in the buildings will be sufficiently advanced, to admit of the men at that station being suitably housed. The sanitary condition of other barracks, notably the Tête de Pont barracks at Kingston, leaves much to be desired. Disease traceable to defective sanitation is constantly present in those barracks.

In dealing with defensive works, I have submitted to you plans for the utilization of certain old works, which have lost much of their defensive importance under the conditions of modern warfare. By utilizing them as I propose, they will justify the expenditure necessary to maintain them, and the gradual obliteration of these national monuments will be stayed.

STAFF.

I venture to quote the following from my published report on the Militia:—

"I am thoroughly convinced, that if the country is to receive an adequate return for its Militia expenditure, a reorganization of the Staff is necessary. The first step in that reorganization should be the more strict definition of the duties, and responsibilities, of the Major-General Commanding the Militia, on the principle contained in Her Majesty's Order in Council, appended to the Queen's Regulations for the Army. This should be followed by the distribution of the Staff, in such manner as to ensure the proper performance of the duties and the maintenance of an efficient chain of responsibility."

I have submitted details of a scheme, for the reorganization of the Staff, by which I propose to gain economy in administration, combined with the systematic instruction of Staff Officers in those important branches of their duty, which have been hitherto ignored. I venture to hope that this policy will be adopted by the Government as the basis of a policy of Militia reorganization. Until some such solid foundation is laid, the work of the Military Executive cannot produce any permanent effect, and it will continue to be seriously hampered. Much useful work has this year been delayed, and the proposal, from which I looked to obtain valuable aid, in dealing with the scheme of defence for the Dominion, has been necessarily set aside, in consequence of the difficulties arising, at the outset, from defective Staff organization.

I conclude this report by urging the adoption of this most necessary measure. Without it there will continue to exist in Canada, a condition of military impotence, for the defence of her territory, side by side with the outward semblance of a military body, devoid of the organization which constitutes the living spirit, and motive power, of such a body.

I have the honour to be, sir,

Your obedient servant,

IVOR HERBERT, Major-General,
Commanding Canadian Militia.

(APPENDIX A.)

ANNUAL RETURN of Permanent Corps of Active Militia (Non-Commissioned Officers and Men) for the year ended 30th June, 1892.

Name of Corps.	Authorized Establishment.	Strength on June 30, 1891.	Strength on June 30, 1892.	Become non-effective.							Enrolled.					Composition of present Contingent as to length of service.				Remarks.						
				Discharged by Pursue.	Discharged Unserviceable.	Discharged—Time expired.	Deserted.	Died.	Transferred.	Time expired, but re-engaged.	Total.	Enlisted.	Re-engaged.	Transferred.	Returned from Desertion.	Total.	Under 1 year.	1 to 2 years.	2 to 3 years.		Over 3 years.	Pensioners of Imperial Government.				
Canadian Dragoons	52	45	53	6	3	3	9	24	1	5	5	30	23	15	16	10	4	
{ "A" Troop....																										
{ "B" Troop....	100	92	56	20	7	6	31	22	8	6	6	36	23	15	14	14	13	
Regiment of Canadian Artillery.	152	133	132	9	3	9	45	...	2	12	80	52	12	1	14	1	79	46	39	46	39	14	33	3	...	
{ "A" Battery...	161	153	143	13	10	8	33	...	3	1	16	42	16	...	16	1	74	35	44	14	50	...	3	...		
{ "C" Battery...	100	104	100	5	1	3	11	...	1	...	22	14	1	...	2	18	18	13	33	24	30	30	...	3	...	
Canadian Regiment of Infantry.	100	89	82	7	1	4	22	...	1	7	43	21	7	...	1	7	36	15	15	19	15	33	4	...		
{ No. 1 Company	100	99	88	11	...	11	23	...	1	10	57	35	10	...	1	1	46	35	21	15	17	6	...	...
{ No. 2 Company	100	98	82	11	9	12	13	...	...	...	53	23	8	...	5	5	37	23	24	10	25	2	...	...
{ No. 3 Company	100	100	103	5	5	5	12	...	...	...	33	25	8	...	3	3	36	24	20	14	45	5	...	...
{ No. 4 Company	965	913	839	87	37	61	159	6	5	71	466	258	71	58	392	229	230	130	250	23	...	...	...	...
Increase in 1891-92	...	...	...	11	...	18	47	...	...	...	122	144	51	...	31	...	243	124	7	...	...	...	...	...
Decrease in 1891-92	

W. POWELL, Colonel,
Adjutant-General.

Militia and Defence.

(APPENDIX B.)

PERMANENT CORPS, ACTIVE MILITIA.

RETURN of Convictions by Courts Martial from 1st July, 1891, to 30th June, 1892.

Corps.	Disgraceful conduct of a cruel, indecent or unnatural kind.	Offences against discipline, i.e., insubordination and insubordinate language.	Desertion.	Illegal Absence.	Theft.	Other Offences.	Total.	Total by Corps.	Remarks.
Canadian	" A " Troop.	1	5	3	1	3	13	} 46	
Dragoons		" B " Troop.	5	8	4	2	14		33
Regiment of	" A " Battery.	1	15	1	4	7	28	} 70	
Canadian		" B " Battery.		14		2	13		29
Artillery	" C " Battery.	2	1	2		8	13		
Canadian	No. 1 Company.		8				8		} 45
Regiment of	No. 2 Company.		1			3	4		
Infantry	No. 3 Company.	1	5	1	3	10	20		
	No. 4 Company.	5	3		1	4	13		
Total Crimes.	1	14	60	11	13	62	161		
1891-92 Total Crimes.	3	25	42	7	9	42	128		
Increase.			18	4	4	20	33		
Decrease.	2	9							

WALKER POWELL, Colonel,
Adjutant-General.

(APPENDIX C.)

SCHOOLS OF MILITARY INSTRUCTION.

RETURN of Officers, N. C. Officers and Men who have qualified in the Royal Schools of Cavalry, Artillery and Infantry, with Grade of Certificate obtained, for the Half Year ending 30th June 1892.

School and Location.	Long Course.				Short Course.				Special.		Total.	Remarks.
	A.		B.		A.		B.		A.	B.		
	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.	1st.	2nd.		
Cavalry, Quebec.....					1	15	6	9†			31	†3 Equitation.
do Winnipeg.....					5	5			4*		14	* Equitation.
Artillery, Kingston.....	1		4		1	13	2				21	
do Quebec.....			5	2	1	13	6	2	2		31	
do Victoria, B.C.....						10	5	1			16	
Infantry, Winnipeg.....			1		2	1		5		4	13	
do London.....					3	3	5	17	6	1	35	
do Toronto.....	1	1			4	7	1	35	5	18	72	
do St. John's, Quebec.....			1	1	3	1	9	12	10	1	38	
do Fredericton.....					6	3	6	23		3	41	
	2	1	11	3	26	15	77	111	37	29	312	

WALKER POWELL, Colonel,
Adjutant-General.

Militia and Defence.

(APPENDIX D.)

SUPPLEMENTARY RETURN showing number of Officers and Men of the City Corps of Active Militia trained in the year 1891-92 at Local Headquarters.

Military District.	Authorized Establishment.			Received 12 Days Training.			Received under 12 Days Training.			Untrained.		
	Officers.	N. C. O.'s and Men.	Horses.	Officers.	N. C. O.'s and men.	Horses.	Officers.	N. C. O.'s and Men.	Horses.	Officers.	N. C. O.'s and Men.	Horses.
No. 2.....	32	336	5	22	330	5				10	6	
7.....	74	734	126	54	726	123				20	8	3
11.....	21	210	3	15	152		1	35		5	23	3
Total	127	1,280	134	91	1,208	128	1	35		35	37	6

WALKER POWELL, Colonel,
Adjutant-General.

INSPECTION REPORT OF THE CORPS

MILITARY DISTRICT No. 2, Lieutenant-Colonel W. D. OTTER, Dep. Adjt.-General.		Establishment.	Actual Strength present at Inspection.					Number of days' drill performed.	Whether in Camp or otherwise.	Miles. Distances the several Corps had to proceed to muster, and mode of transport.	Date and Place of Muster.	
Battalion or Corps.	Companies. Commanding Officer and Head Quarters.	Corps.	Officers.	N.-C. O. and Men.	Officers.	Staff Sergeants, Sergeants and Lance-Sergeants.	Bandsmen, Drummers and Buglers, Pioneers and Ambulance.					Corporals and Privates.
48th Battalion, Highlanders...	8 Lt.-Col. Davidson, Toronto.....										Local Head Quarters.	Toronto, 27th July, 1892.
A Company	Capt. Robertson, Toronto.....	3	42	2	3	4	35	12				
B do	Capt. McGillivray, Toronto.....	3	42	2	3	4	35	12				
C do	Capt. Currie, Toronto.....	3	42	2	4	2	34	12				
D do	Lieut. Michie, Toronto.....	3	42	2	7	0	35	12				
E do	Capt. Cassells, Toronto.....	3	42	2	3	2	30	12				
F do	Capt. Hendrie, Toronto.....	3	42	2	2	3	37	12				
G do	Capt. Hunter, Toronto.....	3	42	2	4	2	34	12				
H do	Capt. Henderson, Toronto.....	3	42	2	4	2	36	12				
	Staff.....	8			6							
	Total	32	336	22	30	19	276					

Militia and Defence.

DIX E.)

included in Appendix D.

Cost of rations per head, per diem, at Encampment.	General Conduct of Corps.	If any, and what casualties.	Whether in possession of Band. Number of Musicians and proficiency.	General State of Clothing, Arms and Accoutrements.	Complaints of N.-C. O. and Men, if any.	Target Practice.		Date of Inspection.	Date when Drill was completed.	Remarks.
						Number of Non-exercised Men, if any.	Figure of Merit.			
						Ranges.				
						Battalion.				
						Company.				
	Very good.									
	None.									
	No.									
	Very good.									
	None.									
	No opportunity for target practice, owing to the recent organization of the Corps.									
								24th May, 1892.		
								30th June, 1892.		Inspected by D. A. G. on the occasion of the Presentation of Colours by His Excellency the Governor General. Excellent physique, and very steady under arms, considering that the Battalion has only been in existence for eight months. This Corps promises to be a most efficient one.

INSPECTION REPORT OF THE CORPS

MILITARY DISTRICT No. 7, Lieut.-Col. T. J. DUCHESNAY, Dep. Adjt.-General.		Establishment.	Actual Strength present at Inspection.					Number of days' drill performed.	Whether in Camp or otherwise.	Distances the several Corps had to proceed to muster, and mode of transport.	Date and Place of Muster.
Battalion or Corps.	Companies.	Corps.		Officers.	Staff-Sergeants, Sergeants and Lance-Sergeants.	Bandsmen, Drummers and Buglers, Pioneers and Ambulance.	Corporals and Privates.				
		Officers.	N.-C. O. and Men.					Miles.	Mode.		
Q. O. C. Hussars	2	Lieut.-Col. Forsyth, Quebec.							Head Quarters.	Quebec, 21st May, 1892.	
A Troop		Capt. Breakey, Quebec	3	52	3	9	12	19			12
B do		Capt. Hethrington, Quebec.	3	52	2	4	12	27			12
		Staff	6		6						
		Total	12	104	11	13	24	46			
8th Royal Rifles	6	Lieut.-Col. Prower, Quebec.							do	Quebec, 26th May, 1892.	
A Company		Capt. Wood, Quebec	3	42	2	5	9	28			12
B do		do Burstall do	3	42	1	4	8	30			12
C do		do Dunbar do	3	42	2	4	7	31			12
D do		do Ray do	3	42	3	4	7	30			12
E do		do Dunn do	3	42	2	4	7	31			12
F do		do Wurtell do	3	42	2	4	6	32			12
		Staff	8		8						
		Total	26	252	20	25	45	182			
9th Battalion	8	Lieut.-Col. Amyot, Quebec.							do	do	
No. 1 Company		Capt. Garneau, Quebec	3	42	2	2	6	30			12
No. 2 do		Major Chouinard, Quebec	3	42	2	4	6	32			12
No. 3 do		Capt. Trudel, Quebec	3	42	1	4	6	32			12
No. 4 do		do Stein do	3	42	1	3	6	34			12
No. 5 do		do Pennée do	3	42	2	5	5	32			12
No. 6 do		do Evanturel do	3	42	2	3	6	33			12
No. 7 do		do Pinault do	3	42	1	4	4	33			12
No. 8 do		do Routhier do	3	42	2	3	7	32			12
		Staff	9		9						
		Total	33	336	22	28	46	258			
Quebec Garrison Artillery	3	Capt. Morgan, Quebec	3	42	2	3		39	12	do	Quebec, 30th June, 1892.

Militia and Defence.

included in Appendix D—*Continued.*

Cost of rations per head, per diem, at encampment.	General Conduct of Corps.	If any, and what casualties.	Whether in possession of Band. Number of Musicians and proficiency.	General State of Clothing, Arms and Accoutrements.	Complaints of N. C. O. and Men, if any.	Target Practice.		Date of Inspection.	Date when Drill was completed.	Remarks.	
						Number of Non-exercised Men, if any.	Ranges.				Battalion.	Company.
			22 Musicians ; good.	Good.	None.	30	100, 200, 300 and 400 yds.	5 19	21st May, 1892.	21st May, 1892.	Inspected by Lieut.-Col. Duchesnay, D.A.G., M.D. No. 7.
			25 Musicians ; good.	do	do	15 4 16 26 26	do	32 70 30 10 24 25 33 11 45 12 26 66 37 00	26th May, 1892.	26th May, 1892.	Inspected by Lieut.-Col. Montizambert, Commandant "B" Battery, R.S.A.
			28 Musicians ; good.	do	do	1 2	do	13 65 3 99 20 79 6 67 24 22 9 62 18 95 15 34	do	do	Inspected by Lieut.-Col. Duchesnay, D.A.G., M.D. No. 7.
	Nil.			Bad.	do				30th June, 1892.	30th June, 1892.	<i>Remarks of the Inspector of Artillery.</i> Physique very poor ; drill bad. Battery not efficient ; did not practice. Inspected by Major Wilson, C.A. D. T. IRWIN, Lt.-Col., <i>Inspector of Artillery.</i>

INSPECTION REPORT OF THE CORPS

MILITARY DISTRICT No. 11, Lieutenant-Colonel J. G. HOLMES, Acting Dep. Adjt.-General.			Establishment.	Actual Strength present at Inspection.				Number of days' drill performed.	Whether in Camp or otherwise.	Miles.	Distances the several Corps had to proceed to muster, and mode of transport.	Date and Place of Muster.
Battalion or Corps.	Companies.	Commanding Officer and Head Quarters.	Officers.	N. C. O. and Men.	Officers.	Staff-Sergeants, Sergeants and Lance-Sergeants.	Bandmen, Drummers and Buglers, Pioneers and Ambulance.						Corporals and Privates.
British Columbia Brigade Garrison Artillery.		Lt.-Col. Prior, Victoria.							12			Victoria, 14th May, 1892.
No. 1 Battery.		Capt. Townley, New Westminster.	3	42	1	3		32	12			New Westminster, 21st May, 1892.
No. 2 do		Lt. Sargison, Victoria.	3	42	1	3		27	12			
No. 3 do		Capt. Quinlan, Victoria.	3	42	2	3		25	12			
No. 4 do		Capt. Smallfield, Victoria.	3	42	1	3		29	12			Victoria, 14th May, 1892.
		Staff	6		4	2						
		Total	18	168	8	14		113				
New Westminster Rifle Co.		Vacant, New Westminster.	4	42								
Nanaimo Infantry Co.		Capt. McGregor, Nanaimo.	3	42	3	2		28	12	do		Nanaimo, 28th May, 1892.

Militia and Defence.

included in Appendix D—*Concluded.*

	Cost of rations per head, per diem, at encampment.	General Conduct of Corps. If any, and what casualties.	Whether in possession of Band. Number of Musicians and proficiency.	General State of Clothing, Arms and Accoutrements.	Complaints of N.-C. O. and Men, if any.	Number of Non-exercised Men, if any.	Ranges.	Battalion.	Company.	Figure of Merit.	Target Practice.	Date of Inspection.	Date when Drill was completed.	Remarks.
		Good.										14th May, 1892.		The Head Quarter Batteries performed Battalion Drill under the Major fairly well. All the clothing of these Batteries is worn out. The accoutrements old and of several patterns. New issue recommended.
		None.										21st May, 1892.		
		No.										14th May, 1892.		This is a very good Battery; ranks first in Brigade in efficiency. Company drill, manual and firing exercises well done. Armoury well kept, and interior economy very good. New drill shed and armoury much needed at New Westminster.
		Fair.										21st May, 1892.		
		None.										14th May, 1892.		This Battery showed 2 well drilled gun detachments. Battery in good order; ranks third in Brigade in efficiency. Company drill, manual and firing exercises fairly well done. Armoury well kept, and interior economy fair.
		No return.										14th May, 1892.		
												14th May, 1892.		Battery in fair order; ranks fourth in Brigade in efficiency. Company drill, manual and firing exercises fairly done. Armoury well kept, and interior economy poor.
												14th May, 1892.		
														Battery in very good order; ranks second in Brigade in efficiency. Manual and firing exercises and company drill well done. Armoury well kept. Interior economy very good.
														Each battery at Head Quarters furnished one well drilled gun detachment.
														<i>Remarks of the G.O.C.</i>
														The remarks of the D.A.G. can only be accepted in a relative sense. The Brigade is not in a satisfactory condition, though this is not due to any want of zeal on the part of the officers, who have had great difficulties to contend with. To obtain any degree of efficiency the establishment must be increased and organized on a sound basis.
														IVOR HERBERT, <i>Maj.-Gen.</i>
														Disorganized.
														<i>Remarks of the G.O.C.</i>
		do										28th May, 1892.		At my inspection on the 8th September the state of organization of this company appeared to be very imperfect, and proper steps had not been taken by the D.A.G. to put it on a proper footing.
		do										28th May, 1892.		
		do												IVOR HERBERT, <i>Maj.-Gen.</i>
		Good.												
		do												
		do												

(APPENDIX F.)

ROYAL MILITARY COLLEGE OF CANADA.

REPORT OF THE COMMANDANT.

ROYAL MILITARY COLLEGE OF CANADA,
KINGSTON, ONT., 28th June, 1892.

The President,

Royal Military College of Canada.

SIR,—I have the honour to submit the following report for the Royal Military College year 1891-92.

The progress of the College, in fulfilling its high purpose, has been satisfactory during the past year; and, the credit for the success it well maintains, is due in part to the happy combination, in its instructional staff, of high professional attainments with large views of the responsibilities of instructors beyond the routine of imparting class knowledge; and, in a great degree to the cadets themselves.

I cannot recall from my personal experience any instance in which the relations between the students and instructors have been more satisfactory than prevail here.

It is a source of great pleasure to observe the ambition of the Cadets to improve, and to note their respectful yet cordial relations with—and reliance on their Professors, and their submission to, and ultimate pride in a disciplinary system to which they had previously been unaccustomed.

Regarding the welfare of the Institution as intimately interwoven with the welfare of the country, I would remark on scattered press notices, which appear from time to time, adverse to the continuance of the College. Those notices I venture to consider most ill advised.

This College is alone of its kind in the Dominion: it is an essential nursery for the germs of a military force without which—in the absence of universal brotherhood,—enduring internal peace and national independence are unattainable.

Those who decry the maintenance of efficient military organization should justify their attitude by indicating the people who have ever enjoyed continued national independence, or now enjoy it, unaided by respect for armed strength, or by inaccessibility.

It is a matter of familiar knowledge that war does not occur unless—on one side or on both—absence of moral rectitude is the determining cause.

Military organization—unfortunately—is as essential to national preservation as the elaborate department of justice is essential to social order.

But, fortunately the status of Canada, as a part of the Empire, has made it fitting and wise to modify the system of instruction followed at the Royal Military College, so that while the military demands of the country upon it, may be duly supplied, its Cadets are trained to take their place amongst their fellow-countrymen, as highly and technically trained gentlemen in most practical professions, and in a large measure prepared to enter the learned professions.

Militia and Defence.

We sincerely hope that the time is not far distant when the Government may feel themselves justified in giving full effect to their Order-in-Council of a date certainly prior to 1882, in which it is declared that "so soon as there are a sufficient number of eligible graduates, appointments to permanent Militia corps will be made solely from this list (i.e. of graduates); and after sufficient length of service and rank have been obtained by graduates, permanent Militia offices will be filled therefrom." That a national Military school should be maintained and its technically trained graduates remain unemployed in the Canadian Military forces, certainly seems anomalous.

If untrained gentlemen are better qualified than the technically trained military graduates of this College, to officer the Canadian permanent corps,—then indeed, it must be admitted that—for military purposes—the school is at present superfluous.

The question is not one as to the fitness of gentlemen now holding appointments in the permanent corps, who by experience in the service may have become perhaps exceptionally well qualified. The point I would raise is that of first appointments. In such cases, should untrained, or specially and technically trained men be appointed? There is a general agreement of opinion, not merely amongst the public, but amongst experts of the greatest weight and who have had experience of graduates' capabilities in military life—that the course of training at the Royal Military College is admirably adapted for supplying army officers.

Some of their number are already on the roll of those who have added distinction to the name of their native land abroad; and—at home—from Cape Breton to Mount St. Elias, over more than one-fifth of the longitude of the globe, are thought of with affectionate pride.

From many sources too, I have heard of the high estimate placed upon others who, in the absence of military employment, or by choice, have elected to follow civil pursuits. I have learned with pleasure and pride of several of them immediately winning confidence in their characters and capabilities, and rapid advancement in positions of responsibility. The graduating class of this year compares favourably with its predecessors,—in some respects it has excelled all others.

Sergeant Francis Henry Vercoe is in the distinguished position of being the winner of higher aggregate marks than have ever been gained by a graduate here.

The Professor of Mathematics writes of him:—"His ability is remarkably uncommon, and it does seem fortunate, that the College has him on her list of graduates."

I cordially concur in Professor Martin's opinion, an opinion fully confirmed by the reports of all the Professors without exception.

Company Sergeant-Major James Frederic Fraser has won higher aggregate marks than—with one previous exception—have been scored hitherto. His application and abilities are also reported on by all the Professors as of a very high order.

The Professor of Chemistry reports that "Company Sergeant-Major Fraser obtained the largest number of marks yet obtained in the first class;" while, in physics, Dr. Waddell states: "The average of marks of Mr. Fraser and Mr. Vercoe is greater than the average of the two highest in physics in any former years.

* * * After two years' struggle they stand practically equal, Mr. Vercoe having 1888 and Mr. Fraser 1887 marks."

Then, this year's third man, Battalion Sergeant-Major Dumble—who has had the misfortune to have had his studies interrupted by illness—adds to the distinction of the graduating class this year.

On only two previous occasions has his aggregate of marks been exceeded at the College. The Professor of Mathematics reports that "Messrs. Dumble and Fraser are deserving of special mention for their attainments only second to that of their class-mate Mr. Vercoe."

As Battalion Sergt.-Major, Mr. Dumble's duties have involved responsibilities of an exceptional kind in the disciplinary system of the College, and it affords me great satisfaction to state that he has discharged those duties in the most exemplary manner.

To these three gentlemen the College is indebted for their efforts and success, in not merely maintaining its reputation, but in advancing it in a very marked degree. In passing I may mention as a test of application to work—modified in some measure by individual temperament—a few details from the Medical Officer's watchful record.

At the end of May the average increase of weight of the graduating class was in excess of 15 lbs.

During the examination month—June—the three leaders lost respectively $2\frac{1}{2}$ lbs., $3\frac{1}{2}$ lbs. and $5\frac{1}{2}$ lbs.

Four of the others lost about 1 lb.

The two lowest in their class lost no weight, but one of these increased by $1\frac{1}{2}$ lbs.

As evidence of the physical improvement in Cadets during their residence here, it is noted that the average increase in weight has been over 15 lbs.; in height $1\frac{1}{2}$ inches; in chest measurement $2\frac{1}{2}$ inches; and that—with the single exception of a height measurement—there has been increase in all cases.

The Professors have made special mention of several Cadets as deserving of commendation, and I have great pleasure in acknowledging my personal indebtedness to them for their meritorious work and conduct.

The Professors remark:

In Mathematics.

4th Class.—Gentleman Cadet G. O. Wilkes,

“ “ G. N. Cory,

have shown marked ability.

Gentleman Cadet G. A. Inksetter,

“ “ J. W. Osborne,

“ “ R. J. F. Hayter,

“ “ G. R. Frith,

have been most diligent and promise to do splendidly.

3rd Class.—The progress made by the whole class has quite exceeded all expectations.

Gentleman Cadet G. F. F. Osborne and

“ “ H. B. Muckleston

possess a brilliancy of intellect which is not often met with. Their mathematical ability is of a high order.

Gentleman Cadet V. L. Beer,

“ “ F. N. Gibbs,

“ “ H. D. L. Gordon,

“ “ J. E. Beatty,

“ “ R. W. Brigstocke,

“ “ J. D. Doull,

“ “ F. C. Heneker,

“ “ A. G. T. LeFevre,

“ “ F. B. Osler,

have taken special interest in their work, with good results.

Gentleman Cadet R. H. B. Magee and

“ “ R. E. Tyrwhitt

are noted for special application and the most marked advance in their class.

2nd Class.—The Professor—noting that the hardest work is in this class, brings specially under notice the work of

Gentleman Cadet A. W. Burnham,

Corporal C. F. J. B. deBoucherville,

“ R. H. Strickland,

Gentleman Cadet H. N. B. Hollinshead,

“ “ J. W. Warner,

Sergeant B. H. O. Armstrong.

Militia and Defence.

In mentioning Mr. Burnham's name the Professor adds of the results of his efforts:

"This represents an immense amount of work in one year, and without a splendid ability it could not be done."

"Mr. de Boucherville's standing is not far behind that of Mr. Burnham."

1st Class.—Of the natural ability and wonderful application of

Sergeant F. H. Vercoe,
Company Sergeant-Major J. F. Fraser, and
Battn Sergeant-Major W. C. Dumble

the Professor is unable to speak too highly.

Military Engineering.

4th Class.—Gentleman Cadet R. J. F. Hayter,

" " G. N. Cory,
" " G. R. Frith,
" " J. W. Osborne

have won from 88 to 84 per cent of full marks.

Gentleman Cadet G. A. Inksetter,
" " E. P. Brown and
" " N. S. Ridout

deserve special mention for industry and zeal.

3rd Class.—Gentleman Cadet V. L. Beer,
" " G. F. F. Osborne,
" " H. B. Muckleston,

are specially mentioned.

Also, 2nd Class.—Sergeant B. H. O. Armstrong,
Corporal C. J. Armstrong,
" C. F. J. B. de Boucherville.

1st Class.—Company Sergeant-Major J. F. Fraser,
Sergeant F. H. Vercoe,
Battn. Sergeant-Major W. C. Dumble.

Surveying and Reconnaissance.

The following are especially commended by their Professors :—

3rd Class.—Gentleman Cadet G. F. F. Osborne,
" " V. L. Beer.

Surveying.

2nd Class.—Corporal C. F. J. B. de Boucherville,
Sergeant J. J. B. Farley.

Reconnaissance.

Corporal C. J. Armstrong.

Tactics, Strategy and War Administration.

3rd Class.—Gentleman Cadet V. L. Beer.

2nd Class.—Corporal C. J. Armstrong.

1st Class.—Sergeant F. H. Vercoe.

Military Law.

2nd Class.—Corporal C. F. J. B. de Boucherville.

1st Class.—Sergeant F. H. Vercoe,
" F. F. Duffus.

Peace Administration.

- 3rd Class.—Gentleman Cadet V. L. Beer,
 “ “ G. F. Osborne,
 “ “ R. E. Tyrwhitt,
 “ “ B. F. Osler,

Cadet Beer scoring over 97 per cent of full marks.

Theoretical Artillery.

- 3rd Class.—Gentleman Cadet G. F. F. Osborne,
 “ “ R. H. B. Magee,
 “ “ V. L. Beer,
 “ “ R. E. Tyrwhitt.
 2nd Class.—Gentleman Cadet H. N. B. Hollinshead,
 Corporal C. F. J. B. de Boucherville,
 Gentleman Cadet A. W. Burnham.

Practical Artillery—Drills and Exercises.

- 3rd Class.—Gentleman Cadet V. L. Beer,
 “ “ H. D. L. Gordon,
 “ “ F. C. Heneker,
 “ “ R. H. B. Magee,
 “ “ H. B. Muckleston,
 “ “ R. E. Tyrwhitt,

all with full marks.

- 2nd Class.—Corporal W. F. Sweny,
 Sergeant J. J. B. Farley,
 Corporal R. H. Strickland,
 “ C. J. Armstrong,

all with full marks.

French.

4th Class.—This class has been far above the average. With the exception of two Cadets, all scored 90 per cent of full marks.

- Gentleman Cadet G. N. Cory,
 “ “ E. P. Brown,
 “ “ R. J. F. Hayter,
 “ “ G. R. Frith,
 “ “ G. S. Wilkes,
 “ “ G. E. Francklyn,

are specially mentioned.

- Also, 3rd Class.—Gentleman Cadet V. L. Beer,
 “ “ G. F. F. Osborne,
 “ “ J. D. Doull,
 “ “ A. G. T. LeFevre,
 “ “ F. C. Heneker.
 2nd Class.—Corporal C. F. J. B. de Boucherville,
 Sergeant B. H. O. Armstrong,
 Corporal C. J. Armstrong,
 Gentleman Cadet J. E. Leckie,
 Sergeant J. J. B. Farley,
 Gentleman Cadet H. N. B. Hollinshead.
 1st Class.—Corporal J. E. L. du Plessis,
 Gentleman Cadet H. R. N. de Bury,
 Sergeant F. H. Vercoe,
 Battn. Sergt.-Major W. C. Dumble,
 Sergeant C. H. Branscombe,
 Co. Sergt.-Major J. F. Fraser,
 Sergeant W. H. Sullivan.

Militia and Defence.

English Literature.

- 3rd Class.—Gentleman Cadet G. F. F. Osborne,
“ “ J. D. Doull,
“ “ V. L. Beer.
“ “ R. E. Tyrwhitt,

deserve honourable mention.

- 2nd Class.—Sergeant B. H. O. Armstrong,
“ J. J. B. Farley,
Gentleman Cadet H. N. B. Hollinshead,
Corporal C. J. Armstrong.

- 1st Class.—Sergeant F. H. Vercoe is deserving of special mention.

Physics.

- 2nd Class.—Corporal C. F. J. B. de Boucherville,
“ R. H. Strickland,
Gentleman Cadet A. W. Burnham.
Sergeant B. H. O. Armstrong,

- 1st Class.—Sergeant F. H. Vercoe,
Co. Sergt.-Major J. F. Fraser,

These two gentlemen scored, as already mentioned, higher than any two of previous years.

Geology.

- 1st Class.—Co. Sergt.-Major J. F. Fraser,
Sergeant F. H. Vercoe.

Chemistry.

- 2nd Class.—Corporal C. F. J. B. de Boucherville,
Gentleman Cadet J. T. Warner,
Sergeant B. H. O. Armstrong,
Gentleman Cadet A. W. Burnham.

- 1st Class.—Co. Sergt.-Major J. F. Fraser,
Battn. Sergt.-Major W. C. Dumble.

Freehand Drawing.

- 4th Class.—Gentleman Cadet E. P. Brown,
“ “ G. E. Francklyn,
“ “ R. J. F. Hayter.

- 2nd Class.—Sergeant B. H. O. Armstrong,
“ J. J. B. Farley,
Corporal W. F. Sweny.

- 1st Class.—Sergeant R. P. Rogers,
“ F. H. Vercoe,
“ C. H. Branscombe,
Corporal N. B. McLean.

Practical Geometry and Engineering Drawing.

- 4th Class.—Gentleman Cadet G. N. Cory,
“ “ G. R. Frith,
“ “ J. W. Osborne,
“ “ R. J. F. Hayter,
“ “ G. S. Wilkes.

- 3rd Class.—Gentleman Cadet G. F. F. Osborne,
 “ “ R. W. Brigstocke,
 “ “ V. L. Beer,
 “ “ F. B. Osler,
 “ “ H. B. Muckleston,
 “ “ H. D. L. Gordon.
- 2nd Class.—Corporal C. F. J. B. de Boucherville.

Civil Engineering.

Battn. Sergt.-Major W. C. Dumble,
 Co. Sergt.-Major J. F. Fraser,
 Sergeant W. H. Sullivan,
 “ F. H. Vercoe.

Drills and Exercises.

- 1st Class.—Battn. Sergt.-Major W. C. Dumble,
 Sergeant R. P. Rogers,
 Co. Sergt.-Major J. F. Fraser,
 Sergeant F. H. Vercoe,

all very highly qualified.

I have now the pleasure to add a list of gentlemen who are prize winners and of those who are about to leave the College as “Honour” graduates and as “Passed” graduates.

JUNE, 1892.

PRIZE CLASSIFICATION.

Annual Class Prizes.

- 4th Class.—Highest Proficiency—Gent. Cadet George Norton Cory, Bishop's College School, Lennoxville.
 3rd Class “ Gent. Cadet George Frederick Folger Osborne, Collegiate Institute, Kingston.
 4th Class “ Corp. Charles Felix Joseph Boucher de Boucherville, St. Mary's College, Montreal.
 1st Class “ Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.

Entire Course.—Subject Prizes.

- Mathematics and Mechanics.....Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.
 Military Engineering.....Co. Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.
 Surveying, Military Topography and Practical Astronomy.....Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.
 Military History, Tactics and Military Administration.....Batt. Sergt.-Major Wilfred Chatterton Dumble, Trinity College School, Port Hope.
 French.....Corp. Joseph Eugene Lenoblet du Plessis, Lincoln College Sorel, P.Q.
 English.....Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.
 Chemistry.....Co. Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.

Militia and Defence.

Physics.....	{	Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.	} Equal.
		Co. Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.	
Geology.....		Co. Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.	
Freehand Drawing and Painting..		Sergt. Robert Percy Rogers, Collegiate Institute, Peterboro'.	
Civil Engineering.....		Batt. Sergt.-Major Wilfred Chatterton Dumble, Trinity College School, Port Hope.	
Drills and Exercises.....		Batt. Sergt.-Major Wilfred Chatterton Dumble, Trinity College School, Port Hope.	
Artillery.....		Gent. Cadet Henry Neville Block Hollinshead, Trinity College School, Port Hope.	
Engineering Drawing.....		Sergt. Bertie Harold Oliver Armstrong, High School, Montreal.	
Reconnaissance.....		Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.	

Extra Prizes.

Dominion Artillery Association...	Gent. Cadet George Frederick Folger Osborne, Collegiate Institute, Kingston.
Ontario Artillery Association.....	Gent. Cadet Frank Nicholson Gibbs, Upper Canada College.

DIPLOMAS.

NAMES.	DISTINGUISHED IN
Sergt. Herbert Wareham Clinch, Collegiate School, Rothesay.....	
Gent. Cadet William Mackenzie, High School, Sarnia.....	Civil Engineering.
Corp. Norman Berford McLean, High School, Brockville.....	Civil Engineering.
Gent. Cadet Wm. Nassau Clarke, High School, Brockville.....	
Corp. Joseph Eugene Lenoblet du Plessis, Lincoln College, Sorel.....	French.
Sergt. Francis Ferguson Duffus, Merchiston Castle, Edinburgh.....	Civil Engineering.
Co. Sergt.-Major Frank Dugald Reid, High School, Georgetown.....	Civil Engineering.
Sergt. Clarence Henry Branscombe, High School, Picton.....	
Gent. Cadet Henry Robert Visart de Bury, Stonyhurst College, England.....	French and Civil Engineering.
Sergt. Wm. Henry Sullivan, Collegiate Institute, Kingston.....	Civil Engineering.
Sergt. Robert Percy Rogers, Collegiate Institute, Peterboro'.....	Freehand Drawing Drills and Exercises.

DIPLOMAS WITH HONOURS.

NAMES.	DISTINGUISHED IN
Battn. Sergt.-Major Wilfred Chatterton Dumble, Trinity College, School, Port Hope.	Mathematics and Mechanics. Military Engineering. Military History, Strategy, Tactics, Military Administration and Law. Practical Geometry and Engineering Drawing. French. English. Drills and Exercises. Civil Engineering.
Co.Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.	Mathematics and Mechanics. Military Engineering. Practical Geometry and Engineering Drawing, French. English. Physics, obligatory and voluntary. Drills and Exercises. Chemistry, obligatory and voluntary. Civil Engineering. Geology.
Sergt. Francis Henry Vercoe, Collegiate Institute, Toronto.	Mathematics and Mechanics. Military Engineering. Military Topography, Reconnaissance and Surveying. Practical Geometry and Engineering Drawing. French. English. Physics, obligatory and voluntary. Freehand Drawing. Drills and Exercises. Civil Engineering. Geology.

"Stanley Medals."

(For the highest aggregate of marks for the whole course.)

Gold medal—Sergeant Francis Henry Vercoe, Collegiate Institute, Toronto.

Silver medal—Co. Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.

Bronze medal—Battn. Sergt.-Major Wilfred Chatterton Dumble, Trinity College School, Port Hope.

Sword of Honour for Good Conduct and Discipline.

Co. Sergt.-Major James Frederick Fraser, Collegiate Institute, Kingston.

The "Lord Stanley" Prize.

(To the qualified graduate intending to pursue a military profession either in the Imperial Forces or in the Dominion Militia, for the highest proficiency in Military Engineering, Military Administration and Law, Strategy and Tactics, Military Surveying, Topography and Reconnaissance.)

Battn. Sergt.-Major Wilfred Chatterton Dumble, Trinity College School, Port Hope.

Militia and Defence.

Recommended for Commissions in Her Majesty's Regular Army.

Royal Engineers—Battn. Sergt.-Major Wilfred Chatterton, Dumble, Trinity College School, Port Hope.

Royal Artillery—Gent. Cadet Henry Robert Visart de Bury, Stonyhurst College, England.

Infantry— { Sergeant Francis Ferguson Duffus, Merchiston Castle, Edinburgh.
Sergt. Herbert Wareham Clinch, Collegiate School, Rothesay, N.B.

I have the honour to be, sir,

Your obedient servant,

D. R. CAMERON,

Commandant,

Royal Military College.

Militia and Defence.

APPENDIX No. 2

TO

REPORT OF THE DEPUTY MINISTER

OF

MILITIA AND DEFENCE.

Half-year ended 30th June, 1892.

REPORT OF THE DIRECTOR OF STORES.

DEPARTMENT OF MILITIA AND DEFENCE,
STORE BRANCH, OTTAWA, 1st December, 1892.

SIR,—I have the honour to submit the following report concerning the Military Stores and properties under my charge covering the period from the 1st January to the 30th June, 1892. It having been decided to harmonize the Annual Report of the Department with the fiscal year, this report may therefore be considered as supplementary to that of last year.

CLOTHING AND MILITARY STORES.

The Militia clothing, store supplies and necessaries continue to be furnished, as in the past, by Canadian contractors. The Inspectors of the Department reported that the various articles, after due inspection, were found satisfactory, and in accordance with the sealed patterns.

The aggregate issues of clothing for the period from 1st January to 30th June last have been 4,913 cloth, serge and tweed tunics, 6,545 pairs of cloth, serge and tweed trousers, 3,163 forage caps and 3,445 great coats.

The detailed issues of clothing are shown in the following tabular statement:—

ISSUES.

Tunics, Cloth.		Tunics, Serge. Cloth, Pairs.		Trousers, Serge, Prs.		Trousers, Serge, Prs.		Forage Caps.		Great Coats		Riding Breeches.		Halifax Tweed Clothing.									
Cavalry.	Artillery.	Cavalry.	Artillery.	Cavalry.	Artillery.	Cavalry.	Artillery.	Cavalry.	Artillery.	Cavalry.	Artillery.	Cavalry.	Artillery.	Tunics.	Trousers.								
387	783	122	376	525	33	590	171	254	1,086	2,709	1,333	251	1,100	1,480	332	427	578	2,440	150	114	138	138	
Mounted Rifle Corps.	Infantry.	Rifles.	Infantry.	Rifles.	Infantry.	Infantry.	Infantry.	Infantry.	Rifles.	Infantry.	Rifles.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.	Infantry.

AMMUNITION.

Practice ammunition issued to the Militia Force for the six months ending 30th June, 1892, was as follows:—Snider ball, 409,355 rounds, and blank, 78,250 rounds. (*Vide* Appendix A.)

The issues on repayment for the same period were 118,770 rounds of Snider ball, 600 rounds of blank, 25,470 rounds of Martini-Henry ball, 100 rounds of revolver, and 700 rounds of ball for the new Magazine Rifle (Lee-Netford), also 5,000 rounds of aiming tube ammunition, making a total of 150,640 rounds to Rifle Associations and Militia Corps for target practice.

Deposit receipts to credit of the Receiver-General for sale of ammunition for the year ending 30th June last amounted to \$11,748.91, which includes the price of friction tubes issued to the Department of Marine and Fisheries for Fog Signal Service, and powder and friction tubes for Noon Gun at Ottawa. (*Vide* Appendix B.)

Field and Garrison Batteries of Artillery received the usual supply of powder, shot and shell for annual practice and salutes. (*Vide* Appendix C.)

The demand for small-arm ammunition, ball and blank, was fully met by receipts from the Cartridge factory at Quebec; besides the reserve in magazine charge was largely added to from the factory.

The manufacture of Martini-Henry ammunition having been introduced at the Quebec factory, a supply of 249,000 rounds has been received in store charge, as also a supply of 9-pr. common and 64-pr. shrapnel shell.

A reserve supply of R.L.G.⁴ powder has been received from the Hamilton Powder Company, and found to be satisfactory after undergoing the usual tests at Quebec.

ORDNANCE.

The Return of guns in charge at the several stations will be found in Appendix D.

Many of these guns are, of course, old and obsolete, but until they are replaced by new and modern ordnance, it might not be considered advisable to dispose of them in any way; however, this is a question for consideration of higher authority.

ARMS.

The armourers of the several Military Districts are reported as being fully employed in the repairs of arms at their respective stations.

The services of an Armourer are much needed at London, and at St. John, N.B., and an assistant armourer at Winnipeg. Attention has already been drawn to this subject in a previous report.

Militia and Defence.

BOARDS OF SURVEY.

Annual Boards of Survey on Militia stores were held during the year in each Military District as required by Regulations and Orders. The duties of these Boards are to make an inspection of the ordnance, ammunition, warlike and other stores in charge of the Superintendents of Stores, to report on their state and the condition of the buildings and works, to furnish a list of stores of every kind that the Boards may consider obsolete or unserviceable, with a recommendation as to their disposal,—also a return of such stores as are repairable.

The reports of the Boards show that the stores in charge of the Superintendent at each station were carefully inspected. The recommendations of the Boards were carried out, when the quantity was large enough to justify a sale by public auction. Articles condemned as unfit for further service were sold in the usual manner. The proceeds of such sales were placed at the credit of the Receiver-General.

Independently of the stores condemned as useless from fair wear and tear, there are certain articles of accoutrements and equipment which, although considered obsolete, are not absolutely useless, and until a new supply can be obtained they have been continued on store charge to meet any possible contingency.

A number of old gun waggons and sleighs reported upon by special Boards of Survey as unfit for further service, have been ordered to be disposed of as recommended by the General Officer Commanding and authorized by the Honourable the Minister of Militia.

HARNESS AND SADDLERY.

I have already submitted a memorandum recommending the appointment of one or more harness makers to overhaul the old harness and saddlery returned into store from field batteries, with a view of repairing and putting the same in condition for re-issue; any portion that might be found useless could then be disposed of. I may add that this recommendation is strongly supported by the Major-General Commanding.

Kingston and Quebec, where the most accommodation is available, would appear to be the best places to establish workshops for this purpose; accoutrements and other stores could also be repaired at these places, and a great saving of public money thereby effected.

CAMP LOSSES AND DEFICIENCIES.

It is almost impossible to avoid more or less damage to camp equipment, and deficiencies of articles issued during the annual training of the Militia. The aggregate value of such losses is being reduced from year to year. The usual steps have been taken to recover the amounts from the commanding officers of corps responsible for the same.

MILITARY PROPERTIES.

The officers in charge of military properties in the several districts report the same to be in a satisfactory condition. All repairs provided for in the estimates were carefully carried out under direction of the Architect of the Department.

Under this head, I would beg to draw attention to the pressing necessity that exists for providing a suitable store building at London. At present the district stores are kept in rooms connected with the barracks originally erected for the Infantry School Corps at that station, and not at all suited for the proper care of military stores; besides, the space occupied by the stores is now urgently required by the Infantry School.

A powder magazine is also required in connection with these stores. Owing to the want of this building and the very limited accommodation for the district stores, ammunition and other stores intended for the supply of Military District No. 1 have

to be kept in reserve at Toronto. This has been attended with inconvenience, besides causing extra expense for transport.

I have also to refer to the necessity of building magazines for use of the store branch at Halifax, N.S., and at Victoria, B.C. For the present the Department has to depend upon the Imperial authorities at these stations for the temporary use of their magazines for the storage of powder and warlike stores.

The following statement shows the number of tenants and the amounts received on account of rentals for military properties under lease for the fiscal year ending 30th June, 1892.

TENANTS and Rental from 1st July, 1891, to 30th June, 1892.

Number of Tenants.	Station.	Rents received.	Remarks.
		\$ cts.	
3	Niagara	117 00	
2	Toronto	120 00	
23	Kingston	528 31	
3	Ottawa	1 00	
4	Montreal	302 50	
1	La Prairie	2 00	
1	St. John's, Que.	50 00	
2	Isle aux Noix	84 00	
21	Quebec	2,624 57	
23	Lévis	385 20	
8	New Brunswick	177 25	
11	Nova Scotia	53 08	
2	Prince Edward Island	5 87	
104	Total number of tenants		
	Total amount of rents received ..	4,450 78	

DEPOSIT RECEIPTS.

The following statement shows the amount received by the Store Branch on account of ammunition and stores issued on repayment, and for rents of military properties during the fiscal year ending 30th June, 1892:—

Ammunition.	Military Stores.	Clothing.	Rents.	Total Amounts.
\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
11,748 91	1,793 33	2,132 70	4,450 78	20,125 72

MILITARY MUSEUM.

The interest in the Museum at Ottawa is steadily maintained, and a number of articles of a military and historical character have been received from officers of Militia and others during the year; further contributions of a like nature are expected from Officers and others interested in the military history of Canada.

A considerable number of books on military subjects have been received, and the suggestion is again revived as to the establishment of a Military Institute and Library at Ottawa for the benefit of the Officers of the Force, and as to the arrangement of winter courses of lectures under its auspices.

Militia and Defence.

GENERAL REMARKS.

Since the date of my last report a change in the Store Staff has taken place in Military District No. 2, Lt.-Colonel J. Vance Graveley, of the 40th Battalion, having been appointed Superintendent of Stores at Toronto upon the retirement of Lt.-Colonel W. N. Alger, an old and valued officer of the Militia, who while serving in the Store Branch, performed his duties with zeal and efficiency.

It affords me pleasure to bring under your notice the efficient services rendered by the Staff at Headquarters, and the District Superintendents of Stores.

I have the honour to be, sir,

Your most obedient servant,

J. MACPHERSON, Lt.-Colonel,

Director of Stores and Keeper of Militia Properties.

The Deputy of the Minister
Of Militia and Defence,
Ottawa.

[A.]

SMALL ARM AMMUNITION issued for practice from the 1st January
to 30th June, 1892.

Districts.	ROUNDS.	
	Ball.	Blank.
Military District No. 1, London.	34,765	
do 2, Toronto	55,000	23,440
do 3, Kingston	20,800	4,830
do 4, Ottawa	3,700	
do 5-6, Montreal	67,910	28,740
do 7, Quebec	32,340	3,000
do 8, St. John, N.B.	17,000	6,000
do 10, Winnipeg		7,400
do 11, Victoria, B.C.	12,840	4,840
Issued to Militia Corps for Rifle League Competitions.	165,000	
Total	409,355	78,250

J. MACPHERSON, Lt.-Colonel,
Director of Stores and Keeper of Militia Properties.

[B.]

**SMALL ARM AMMUNITION issued on repayment from the 1st January
to 30th June, 1892.**

Military Districts.		Rounds.	Amount.
			§ cts.
Military District No. 1,	London	11,500	190 00
do	2, Toronto	24,000	394 80
do	3, Kingston	3,000	48 00
do	4, Ottawa	21,975	618 63
do	5-6, Montreal	9,000	164 00
do	7, Quebec	20,000	284 00
do	8, St. John, N.B.	8,750	168 80
do	9, Halifax, N.S.	16,870	279 52
do	10, Winnipeg	20,570	326 90
do	11, Victoria, B.C.	10,475	168 00
do	12, Charlottetown, P.E.I.	4,500	76 00
	Total	150,640	2,718 65
		Rounds.	
	Snider—Ball	118,770	
	Blank	600	
	Martini-Henry—Ball	25,470	
	Revolver—Colts	100	
	Aiming tube	5,000	
	Magazine Rifle	700	
	Total	150,640	

**J. MACPHERSON, Lt.-Colonel,
Director of Stores and Keeper of Militia Properties.**

Militia and Defence.

[C.]

RETURN of Gunpowder and Friction Tubes for Practice and Salutes from
the 1st January to 30th June, 1892.

Military Districts.	Stations.	Corps.	Gunpowder.	Friction Tubes.
			Lbs.	No.
No. 2...	Toronto	Field Batteries of Artillery	1,280½	1,035
No. 3...	Kingston	Field and Garrison Batteries of Artillery, Royal Military College and Royal School of Artillery	1,011½	1,015
No. 4...	Ottawa	Field Batteries of Artillery and Salutes	329	155
Nos. 5 & 6	Montreal	Field and Garrison Batteries of Artillery and Salutes	121	25
No. 7...	Quebec	do	82	45
No. 8...	St. John, N.B.	do	100	110
No. 9...	Halifax, N.S.	Garrison Artillery and Salutes	30	45
No. 10...	Winnipeg.	Winnipeg Field Battery and Salutes	300½	439
No. 12.	Charlottetown ..	Garrison Artillery and Salutes	360	90
		Total	3,614½	2,959

J. MACPHERSON, Lt.-Colonel,
Director of Stores and Keeper of Militia Properties.

[D.]—RETURN of Ordnance in possession of the Militia

Military District.		GUNS—FIELD, SIEGE AND GARRISON.																							
		Rifled.										Smooth													
		Wrought-iron.					Cast-iron, convrtd		Bronze.																
		Breech-loading.			Muzzle-loading.									18-pr.	24-pr.										
		6-pr.	12-pr.	20-pr.	40-pr.	7-inch.	9-pr.	64-pr.	7-inch.	9-inch.	64-32-pr.	7-inch-68-pr.	8-inch-68-pr.	7-pr.	3-pr.	6-pr.	9-pr.	12-pr.	12-pr., 34 cwt.	38 cwt.	42 cwt.	20 cwt.	48 cwt.	50 cwt.	
1	London	Field Battery						4																	
		Store charge																							
		Charge of City																							
	Guelph,	1st Brigade Field Artillery						8																	
		Goderich Garrison Battery																							
	Sarnia	do																							
	do	Charge of Town																							
	Stratford	do																							
	Galt	do																							
	Kincardine	do																							
2	Toronto	Drill Shed																							
		Field Battery						4																	
		Charge of City																							
		Store charge	2											10					3						
		York Pioneers											1												
		Old Fort																							
		New do																							
	Hamilton	Field Battery						4																	
		Drill Shed																							
		Charge of City																							
	Port Colborne,	Welland Canal Field Battery						4											1						
	Sault Ste. Marie	Mountain Battery										2													
		Lundy's Lane															2								
3	Durham	Field Battery						4																	
		Cobourg Garrison Battery																							
		Port Hope do																							
		Trenton do																							
	Kingston	Field Battery						4																	
		Charge of City																							
		Store Charge												4	9				4	4				17	
		Tête du Pont Barracks			1		4		1									1		6				1	
		Fort Henry						1												1				15	
		Fort Frederick						1												2					
		do Tower																							
		Murney do																							
		Shoal do																							
		East Branch do																						1	
		West do																						1	
		Cedar Island do																							
		Royal Military College	6	1				2		1															
4	Gananoque	Field Battery						4																	1
		Brockville, Charge of City																							
		Ottawa Field Battery						4																	
		Charge of City																							
		Store charge												2	2										
		Nepean Point																							6
		Time Gun															1								
5 & 6	Montreal	Field Battery						4																	

[D.]—RETURN of Ordnance in possession of the Militia

Military District.		GUNS—FIELD, SIEGE AND GARRISON.																						
		Rifled.						Smooth																
		Wrought-iron.			Cast-iron, convrtd			Bronze.																
		Breech-loading.			Muzzle-loading.							18-pr.		24-pr.										
		6-pr.	12-pr.	20-pr.	40-pr.	7-inch.	9-pr.	8-inch.	9-inch.	64-32-pr.	7-inch-68-pr.	8-inch-68-pr.	7-pr.	3-pr.	6-pr.	9-pr.	12-pr.	12-pr., 34 cwt.	38 cwt.	42 cwt.	20 cwt.	48 cwt.	50 cwt.	
5&6	}	Montreal, Store charge.....			1											2	3					17		
		Charge of City.....																						
7	}	Granby, Shefford Field Battery.....				4																		
		Richmond Field Battery.....				4																		
		St. John Garrison Battery.....																					1	
		Quebec Field Battery.....				4																		
		Citadel.....																						
		King's Bastion.....								1													7	
		Mann's do.....									1													
		Richmond do.....				2													1				3	
		Diamond do.....				1																		
		Dalhousie do.....				1																		
		Parade Ground.....				1																	1	
		Field Battery.....					4																	10
		City lines:—																						
		Upper Casemate.....																						
		St. Louis Curtain.....																						
		do Bastion.....																						
		Ursulines' Curtain.....																						
		do Bastion.....																						
		St. John do.....																						10
		Barrack do.....				1																		
		Armoury Battery No. 1.....																						
		do 2.....																						
		Artillery Barracks.....																						1
		Drill Shed, Louis Road.....				1					1								1					1
		Towers, No. 1.....																						1
		2.....																	2					2
		3.....																						2
Nunnery Battery, No. 1.....																						2		
do 2.....																						2		
Montcalm Battery.....																						2		
Hope Gate do.....																						2		
Half Moon do.....																						2		
St. Charles do.....									1															
Assembly do.....																								
Grand do.....										2														
Prescott Gatedo.....																								
Wolfe's do.....										2														
Carronade do.....																						2		
"E" Magazine Yard.....																								
Under Dufferin Terrace.....																						1		
Lévis, Artillery Park.....																						1		
No. 1 Fort.....					1																			
2 do.....					1																			
3 do.....					1																			
Island of Orleans.....										2														
Quebec, Store charge.....															4		3	3	8			2		
Grosse Isle.....																2			1			2		

[D.]—RETURN of Ordnance in possession of the Militia

Military District.	STATION.	GUNS—FIELD, SIEGE AND GARRISON.																								
		Rifled.							Smooth																	
		Wrought-iron.				Cast-iron, convrtd			Bronze.																	
		Breech-loading.		Muzzle-loading.					18-pr.			24-pr.														
		6-pr.	12-pr.	20-pr.	40-pr.	7-pr.	9-pr.	64-pr.	9-inch.	9-inch.	64-32-pr.	7-inch, 68-pr.	8-inch, 68-pr.	7-pr.	3-pr.	6-pr.	9-pr.	12-pr.	12-pr., 34 cwt.	38 cwt.	42 cwt.	20 cwt.	48 cwt.	50 cwt.		
8	Gaspé Garrison Battery.....																							2		
	Quebec, Charge of City.....																									
	Newcastle Field Battery.....						4																			
	Woodstock.....						4																			
	Dorchester Penitentiary.....																								1	
	St. John, Store charge.....													8	4	6			3	1						
	Fort Dufferin.....											5														
	Carleton Tower.....																								1	
	Drill Shed.....																								2	
	Fairville.....																		2							
	Fort Howe.....																									
	Red Head.....																									
	Partridge Island.....																			1						
	Dorchester Battery.....																								2	
	Drill Shed.....																								2	
9	Chatham.....																								1	
	St. Andrews.....																								2	
	St. George.....														2										2	
	Fredericton.....														2											
	Halifax, N.S., Drill Shed.....													1												
	Point Pleasant.....																									
	Pictou.....																		2							
	Granville.....																		1							
	Digby.....																									
	Lunenburg.....																									
10	Yarmouth.....																									
	Sydney, C.B.....																									
	Herring Cove.....																		1							
	Chester.....																									
	Liverpool.....																									
	Winnipeg Field Battery.....																									
	Store charge.....																									
	11	Victoria, B.C.....																								
		Finlayson Point.....																								
		Esquimalt, Macaulay Point.....																								
Brothers Island.....																										
12	New Westminster.....																									
	Prince Edward Island—																									
	Victoria Barracks.....																									
	Fort Edward.....																									
	Drill Shed.....																								2	
Georgetown.....																								2		
Total.....		6	2	1	6	10	81	6	3	1	23	1	1	2	14	14	29	2	21	19	16	17	43	105		

Militia and Defence.

and in Dominion Store charge, &c.—*Concluded.*

CARRONADES CAST-IRON.		HOWITZER		MORTARS, CAST-IRON.		REMARKS.
Bore.		Brnze		10-in.		
Cast-iron.		Cast-iron.				
32-pr.	8-in.					
32 cwt.						
42 cwt.						
45 cwt.						
48 or 50 cwt.						
56 cwt.						
58 cwt.						
63 cwt.						
56-pr.						
54 cwt.						
65 cwt.						
68-pr., 95 cwt.						
12-pr.						
18-pr.						
24-pr.						
32-pr.						
68-pr.						
12-pr.						
24-pr.						
5½-inch.						
8-inch.						
8-inch, 9 cwt.						
16 cwt.						
18 cwt.						
47 or 52 cwt.						
13-inch, 36 cwt.						
Gatling Machine Guns.						
Russian Guns.						
3						
14						
14						
130						
11						
2						
1						
4						
21						
2						
15						
2						
89						
38						
5						
13						
15						
6						
12						
7						
19						
4						
4						
4						
14						
Three 9-pr.—C.I.—28 cwt.						

J. MACPHERSON, Lieut.-Colonel,
Director of Stores and Keeper of Militia Properties.

Militia and Defence.

APPENDIX No. 3

TO

REPORT OF THE DEPUTY MINISTER

OF

MILITIA AND DEFENCE.

REPORT OF THE ARCHITECT—ENGINEER BRANCH.

DEPARTMENT OF MILITIA AND DEFENCE,

OTTAWA, 30th June, 1892.

SIR,—In the absence of the Chief Architect, I have the honour to transmit herewith the report upon the works and repairs made to the Military buildings and fortifications under control of this Department from the 1st of January last to date.

LONDON ROYAL SCHOOL OF INFANTRY.

The plumbing and water supply pipes were overhauled and repaired.

The usual amount of lumber and hardware was supplied for petty repairs done by the artificers of the school.

TORONTO.

New Fort Barracks.—A hot water heating apparatus was placed in the Captains' Quarters. The sinks in the Butler's pantry were altered and repaired, and new shelves were placed in the Officers' Quarters.

One room in the married Officers' Quarters had the plaster and floor repaired.

One room in the married men's Quarters was re-floored and a new floor was placed in the ablution room.

A post and rail fence was placed around the parade ground.

The usual amount of lumber and hardware was supplied for the general petty repairs made by the men of the school.

Old Fort.—The city water supply was introduced throughout the Old Fort, and hydrants were placed for fire protection. 1,554 feet of fencing was put up along the Garrison road, and the dead trees were renewed both along the road and in the old Military Cemetery.

BEAMSVILLE.

The Drill Shed was re-shingled, the defective sheeting made good, the sill renewed in part, and the building put in a good general state of repair.

CAYUGA.

Some repairs were made to the doors and windows of the Drill Shed, and a drain made around the shed to carry off the water which used to find its way in. The roof of this Shed requires re-shingling very badly.

STEWARTON.

The Drill Shed at this place was put in proper repair.

GEORGETOWN.

The Drill Shed roof was re-shingled and several minor repairs made to the shed to put it in a proper state of repair.

KINGSTON.

Tête de Pont Barracks.

"D" Qrs. in Block "B" were overhauled and put in repair, owing to a fire having occurred in these Quarters.

A drain was put in from the Riding School to the street. The drains in places were overhauled and made good. The floor of the Quarter-master's Store was relaid and a dry earth closet put in. Several minor repairs to the buildings generally were made by the men of the Battery.

Wire screens were placed to the windows of the Drill Shed for protection of the glass.

A few general and minor repairs were made to the fortifications generally.

ROYAL MILITARY COLLEGE.

General repairs were made to doors, windows, floors, gas pipes, water pipes and drains on the usual monthly Barrack inspection report.

PERTH.

Drill Shed.—Slight repairs were made to this Shed and drain built to carry off the surface water from it.

OTTAWA.

Military Stores.—New cupboards and shelving were put in for the proper storing of clothing, &c. A new sidewalk was laid from Sappers' Bridge to the Stores and the fence straightened. The shed at the rear was boarded in on account of the danger from the sparks of passing vessels blowing in.

Drill Shed.—The Armoury doors were all painted and minor repairs made to the shed.

Cartier Square.—The woods were all cleared out and grass seed sown.

The drains were overhauled and cleaned.

The caretaker's house at Nepean Point had the gutters and fall pipes repaired, and the caretaker's house at the Rifle Range had sundry minor repairs to prevent it from falling.

MONTREAL.

Drill Shed.—The roof and skylight was repaired and made water-tight.

The Armoury of the 5th Royal Scots was altered to admit of greater convenience to that Corps.

Rifle Range.—The usual repairs to the ditches and fences were carried out.

ST. JOHNS, P.Q.

Infantry Barracks.—The plumbing in the Officers' and married Quarters was overhauled and made good and new water-closets of a modern kind put in.

The Captain's Quarters was overhauled and made clean.

The water service was extended to the old Hospital building now occupied as married Quarters.

The eavetroughs and fall pipes were repaired on all the buildings.

A new Rifle Range was fitted up for the use of the men of the School and the Annual Camps.

Militia and Defence.

ISLE AUX NOIX.

The old bridge leading to the Island was put in proper repair. All the drains on the Island were opened up and overhauled for the better preservation of the building.

QUEBEC.

Citadel.—The water pipes having frozen in places were repaired and made serviceable. The old fence around the glacis was repaired.

A large amount of new flooring was laid in the Casemates.

The drain from the King's Bastion was overhauled and renewed.

The chimneys of the Casemates were rebuilt and repaired where required.

Some new floors were laid in the Stables and the Stable slightly repaired.

The Commandants quarters was papered and painted and the plaster repaired.

Some new floors and slight repairs were made to the Officers' Mess establishment. Some alterations were made on sanitary grounds in the Adjutants' quarters.

Cavalry Barracks.—A new platform was laid along the front of the Stables and a new door was broken through to the same.

Cartridge Factory.—A new floor was laid in the engine-rooms.

All the plumbing was overhauled on sanitary grounds and two new water-closets put in besides repairing the old ones.

The sidewalks fronting the Government property on St. Louis, St. Genevieve, Palace, and Arsenal streets were repaired.

A new range was built on the Island of Orleans for the purpose of testing gun-powder.

LEVIS.

No. 1 Fort.—Part of the wooden coping along the walls was renewed. The damage caused by the winter frost at the Levis rifle range was repaired.

Royal Engineer Camp.—The caretaker's house was raised, new sills placed under, and the roof re-shingled. All the broken glass of the huts were repaired.

FREDERICTON.

Infantry Barracks.—A new foundation was built under the guard-room and the walls repaired. All the barrack rooms were cleaned and kalsomined. Window shades were supplied for the windows. A new fence was built around the Park Barracks.

ST. JOHN, N. B.

The caretaker's house at the Tower was repaired and new sills put under.

A new store building was put up in Fort Dufferin and the old store moved back and repaired. The parapets, embrasures, gun racers and fences at Fort Dufferin were all repaired.

The side-arm shed and embrasures at Dorchester Battery were repaired. A drain also was placed around the magazine and the magazine door was repaired. The caretaker's house at Fort Howe was repaired and put in good order.

The fence at Red Head Battery was repaired, and the rifle range repaired and put in good order.

HALIFAX.

Owing to the burning of the Halifax Drill Shed, there was a temporary building erected for the storing of the arms and accoutrements of the Halifax Garrison Artillery.

VICTORIA, B.C.

"C" Battery Barracks.—The fireplaces in the Barracks rooms were repaired. New eavetroughs and fall pipes were put up and painted. A new box drain was put in. The recreation hall was clean and painted. Lumber and shingles were provided, and the men of the Battery performed the labour of the general repairs to the Barracks.

There were five back doors and cutting of wall for the same, also five inside doors made in married quarters. New water-closets were built and painted.

A new flag-staff was erected and painted, and paints and hardware were provided for necessary general repairs at the Barracks.

CHARLOTTETOWN, P.E.I.

Victoria Barracks.—The roof of the Barracks was painted. New gates were put in and several minor and necessary repairs were made.

I have the honour to be, sir,

Your obedient servant,

FRED. W. WHITE, Lieutenant,
Acting Architect.

The Deputy Minister
of Militia and Defence,
Ottawa.

Militia and Defence.

APPENDIX No. 4

TO

REPORT OF THE DEPUTY MINISTER

OF

MILITIA AND DEFENCE.

Half-year ended 30th June, 1892.

GOVERNMENT CARTRIDGE FACTORY.

QUEBEC, 19th October, 1892.

SIR,—In accordance with your memorandum of the 8th October instant, I have the honour to report on operations at the Government Cartridge Factory, from 1st December, 1891, to 30th June, 1892, as follows:—

The manufacture of Snider ball ammunition which had been continued after 1st December last, was interrupted in January, 1892, and the manufacture of Martini-Henry rolled service ball cartridges mark III, for which raw material and R. F. G.² Powder had been received from England during the summer of 1891, was begun.

This manufacture was not pushed on rapidly at first, as operatives had to be broken in and machinery adjusted to perfect the work. The appointed quantity of 337,000 rounds to be fabricated, was, however, got through, and from tests carried out and the shooting since done with this ammunition by marksmen on different ranges, it appears to have given quite satisfactory results, comparing well, on all points, with the imported ammunition.

Early in May, 1892, the manufacture of Snider ball was resumed and continued at a rate which would ensure the appointed annual supply being forthcoming at the end of the year.

From 1st December, 1891, to 30th June, 1892, 303,000 rounds of Snider ball ammunition were manufactured, and since 30th June last to present date, 838,000 more were made.

I expect that by the 1st December, 1892, the output for the year will have reached 1,800,000 rounds of Martini-Henry and Snider ball ammunition. This will exceed the production of several years back, and could be increased still more with very beneficial results in lowering cost price.

The powder for this supply of Snider ammunition was obtained from Curtiss & Harvey, and passed inspection under War Office authorities in England as serviceable. I also tested this powder after being stored in Quebec, and found it suitable for use in the manufacture of Snider ball ammunition. It was high in velocity but not much higher than previous lots received which had in previous years given satisfaction, and equal in every other respect to previous lots obtained from the same manufacturers. As regards accuracy it was also equal to the general results obtained in previous years. It would, however, be satisfactory to obtain from the War Office authorities copies of records of proof and figures of merit obtained in tests of powder conducted for us under their supervision. These results have not been communicated lately to this office as was done at first.

The more extended use of Martini-Henry rifles throughout the force, points out to an increased demand for Martini-Henry ammunition, and it is satisfactory to be in position to state that this more modern and accurate nature of ammunition can be manufactured successfully in this factory.

During winter extensive experiments were carried out at the Cove Fields gun butts, by Captain Thomson, R.A., with the new smokeless powder of the British service, termed "cordite."

These experiments gave very satisfactory results, and in rifles this explosive gives very uniform ballistic results, and accuracy of practice on range was remarkable.

It would be worth considering if a new small-bore rifle could not be obtained by converting Martini-Henry rifles into Martini-Metford, substituting a small bore barrel to the present .45" calibre, without altering the breech and lock mechanism, replacing, however, the "fore-end" of wood by one of a shape suitable to take the small bore barrel, and altering some minor parts. A pattern has been sealed to convert Martini-Henry carbines in this manner for artillery and cavalry service in England. Thus a good and stout small-bore rifle would be obtained, and if at any future time the Lee-Metford magazine rifle was introduced, both arms would be available, taking the same ammunition. The converted Martini rifle would shoot as far and as accurately as the Lee-Metford rifle of the British service. It would be a single loader but still much more accurate and far ranging than the Martini-Henry, with a practically much longer point-blank range, and a hardly perceptible recoil, instead of the violent one now felt when firing the Martini-Henry rifle.

The manufacture of artillery projectiles has been carried out during the period of the year above mentioned. During that period, viz., from 1st December, 1891, to 30th June, 1892, the following number and descriptions of artillery projectiles have been manufactured:—

9-pr. common shells, 482.

9-pr. shrapnel, 307.

64-pr. common shells, 358.

Besides, 400 64-pr. shrapnels were in hand and a quantity of other shells in different stages of manufacture. A good deal of time was lost in the shell shop, helping to make Martini-Henry cartridge machinery. This reduced the expected output. Several improvements in mode of manufacture have been adopted with a view of reducing cost price. However, the greatest obstacle to cheap production in this branch is the limited output authorized. Staff wages are nearly the same whether making one thousand or five thousand shells, and the general expenditure is, in the latter case, considerably reduced.

The present output could not, however, be increased to a great extent without enlarging the shell finishing shop, which was adapted to its present work from what was only a repair shop. If an extension was thought advisable and an increase also of engine power, which would be then needed, authorized, I am ready to submit necessary data as to buildings, machinery, and extra power required. If, however, no such changes were contemplated, and we kept to present means of manufacturing, I would still have to urge the necessity of obtaining a more powerful drilling machine than such as we have at present. This would expedite manufacture and allow the appointed number of shells to be manufactured annually, of which there is an appearance of running short, situated as we are at present.

The raw material for the years' 1892-93 consumption, was duly received in good order, and examined carefully.

A lot of cast iron was rejected, to be replaced by a similar quantity of proper quality.

No action has yet been taken as regards scrap metal which has accumulated since over a year. I beg to draw attention to this, and to request that an early decision may be arrived at, if possible, as it takes much store and yard room, besides scrap iron getting deteriorated by the weather.

Militia and Defence.

The personnel of the Factory has remained the same during the period between the 1st December, 1891, and 30th June, 1892, with the exception of a few additional operatives being taken on, at piece work prices, to increase the output of small arm ammunition, which would otherwise have run short of requirements.

I have to bring to notice that the office staff is not apparently able to meet the current business of the Factory.

Very few repairs to buildings had been done at the date of 30th June, 1892.

The flooring in some parts of the Factory requires still repairs, which were estimated for last spring.

In view of the danger of contagious disease spreading next summer, I would point out that my suggestions of last year be considered, as to the advisability of improving the sanitary condition of the Factory by removing and replacing old closets by more modern and perfected appliances, and providing lavatories, &c., for which estimates were submitted.

A range at the Island of Orleans was prepared in June last for testing gun-powder. It was satisfactory, except, however, the gun platform, which was too weak, and will have to be relaid properly. These tests can now be safely and conveniently carried out there.

With reference to these tests, I would point out that small lots of powder ordered, entailed as much trouble and expense to test them as large ones, and when possible, large lots should be ordered. Much time is taken for those experiments, which is diverted from regular work, apart from increasing the expenditure of this Factory, without any allowance being made in accounts for this service.

The machinery in use in this Factory, similar to that used for same purpose in Imperial Arsenals, has always been, and is still of a kind suitable for the manufacture of *built up* small arm ammunition.

Very few improvements could be effectuated in this machinery, whilst the ammunition now in demand is to be produced. Solid drawn brass cartridges would require quite different machinery, in fact, very nearly an entirely new plant for the small arms now in use. It may appear a doubtful advantage to adopt a more expensive, and what has not proved to be a much more efficient kind of ammunition. Moreover, large bore rifles are everywhere giving way to small bore, with composite bullets and cartridge cases of an improved pattern, charged with explosives of a nature different to what we are using now, and necessitating new machinery specially designed for the purpose.

Our present machinery is still very serviceable for the manufacture of the ammunition of the rifles now in use in Canada, and has been kept, all through, in very fair order; the engines and boilers are equal to their present work. The boilers have been inspected as usual, during the year, by an authorized boiler inspector, and found in a safe condition. The regular certificates have been given to that effect.

I have the honour to be, sir,

Your obedient servant,

OSC. PRÉVOST, Major,

Superintendent, G.C.F.

To the Deputy Minister
of Militia and Defence,
Ottawa.

Militia and Defence.
DEPARTMENT
OF
MILITIA AND DEFENCE
OF THE
DOMINION OF CANADA
—
ESTABLISHMENT LISTS
OF THE
ACTIVE MILITIA
FOR THE
FINANCIAL YEAR 1893-94.

PRINTED BY ORDER OF PARLIAMENT



OTTAWA
PRINTED BY S. E. DAWSON, PRINTER TO THE QUEEN'S MOST
EXCELLENT MAJESTY
1898

Militia and Defence.

To His Excellency the Right Honourable SIR FREDERICK ARTHUR STANLEY, BARON STANLEY OF PRESTON, in the County of Lancaster, in the Peerage of the United Kingdom, Knight Grand Cross of the Most Honourable Order of the Bath, Governor-General of Canada.

MY LORD,—

I have the honour to forward to Your Excellency the accompanying Lists of Regimental Establishments of the Permanent and Active Militia of the Dominion of Canada, for the financial year 1893-94, to be submitted to Parliament in accordance with Order in Council of 29th December, 1892.

I have the honour to be,

My Lord,

Your Excellency's most obedient servant,

J. C. PATTERSON,

Minister of Militia and Defence.

DEPARTMENT OF MILITIA AND DEFENCE,
OTTAWA, 3rd March, 1893.

Militia and Defence.

ESTABLISHMENT—PERMANENT CORPS, 1893-94.

Regiment of	Canadian Dragoons.													Remarks.																
	Lieutenant-Colonel.	Majors.	Captains.	Lieutenants.	Quarter-master.	Medical Officer.	Veterinary Surgeon.	Total Officers.	Regimental Sergeant-Major.	Quarter-master Sergeant.	Sergeant Instructor.	Sergeant Trumpeter.	Sergeant Farrier.		Troop Sergeant-Major.	Hospital Sergeant.	Sergeants.	Total Staff-Sergeants and Sergeants.	Corporals.	Trumpeters.	Orderly Room Clerk.	Shoing Smith.	Saddlers.	Privates.	Total Rank and File.	Total all Ranks.	Officers.	Troop.	Total.	
"A" Troop	1	2	4	6	1	1	10	3	1	2	2	1	1	1	1	1	2	5	2	2	1	1	1	40	130	330	330	330	330	(a) Troop Sergeant-Major ranking as Regimental Sergeant-Major.
"B" Troop	1	4	1	1	1	1	7	1	1	2	1	1	1	1	1	1	5	13	4	2	1	1	78	158	570	570	570	570	(b) Including 2 paid Lance Corporals.	
Regimental Establishment	2	6	5	12	2	2	17	4	2	4	3	2	2	2	2	2	7	18	6	4	2	2	118	158	1080	1080	1080	1080	(c) Including 4 paid Lance Corporals.	
Regiment of	Canadian Artillery.													Remarks.																
Lieut.-Colonel.	Majors.	Captains.	Lieutenants.	Quarter-masters.	Medical Officers.	Veterinary Surgeon.	Total Officers.	Master Gunner.	Sergeant-Major.	Qr.-master Sergeant.	Ordnance Armourers.	Sergeant Instructor.	Laboratory Foreman.		Bandmaster.	Sergeant Trumpeter.	Sergeant Farrier.	Total Staff-Sergeants and Sergeants.	Corporals.	Bombardiers.	Acting Bombardiers.	Trumpeters.	Gunners.	Drivers.	Total Rank and File.	Officers.	Government.	Horses.		
Regimental Establishment	2	3	11	1	2	1	23	3	3	2	2	6	1	1	1	1	2	40	15	20	9	258	46	863	22	45	67	(a) The property of Officers but rationed by Government for use by the Govt. as may be required.		
Canadian Regiment of	Infantry.													Remarks.																
Lieut.-Colonel.	Majors.	Captains.	Lieutenants.	Medical Officers.	Total Officers.	Regt. Sergeant-Major.	Quarter-master Sergeant.	Drill Sergeants.	Sergt. Buglers.	Colour Sergeants.	Hospital Sergeants.	Sergeants.	Sergeants and Sergeants.		Total Staff-Sergeants and Sergeants.	Orderly Clerks.	Buglers.	Corporals.	Total Rank and File.	Privates.	Total all Ranks.	Officers.	Government.	Total.						
Regimental Establishment	4	4	12	4	4	4	4	8	4	4	4	4	4	4	4	4	44	16	16	4	360	428	4	4	4	4	4	4	(a) Including 8 paid Lance Corporals.	

ESTABLISHMENT—CAVALRY, 1893-94.

Regiments, Squadron or Troops.	Lieutenant-Colonels.		Major.	Captains.	Lieutenants.	2nd Lieutenants.	(n) Adjutants.	(n) Quarter-masters.	(n) Pay-masters.	(n) Surgeons.	Veterinary Surgeons.	Total Officers.	Regimental Ser- geant-Majors.	Staff- Ser- geants.	Hospital Sergeants.	Farrier Sergeants.	Troop Sergeant-Majors.	Sergeants.	Orderly Room Clerks.	Pay-masters Clerks.	Total Sergeants.	Corporals.	Trumpeters.	Shoeing Smiths.	Saddlers.	Privates.	Total Rank and File.	Total all Ranks.	Officers.	Riding.	Draught.	Total.	Waggoners.
	Major.	Captains.	Lieutenants.	2nd Lieutenants.	Adjutants.	Quarter-masters.	Pay-masters.	Surgeons.	Veterinary Surgeons.	Total Officers.	Regimental Ser- geant-Majors.	Staff- Ser- geants.	Hospital Sergeants.	Farrier Sergeants.	Troop Sergeant-Majors.	Sergeants.	Orderly Room Clerks.	Pay-masters Clerks.	Total Sergeants.	Corporals.	Trumpeters.	Shoeing Smiths.	Saddlers.	Mounted.	(c) Dismounted.	Privates.	Total Rank and File.	Total all Ranks.	Officers.	Riding.	Draught.	Total.	Waggoners.
Governor-General's Body Guard.	1	1	1	1	1	1	1	1	1	1	1	19	1	1	1	1	1	1	1	1	22	12	5	5	109	26	152	193	19	147	8	174	4
1st Hussars.	1	1	1	1	1	1	1	1	1	1	1	18	1	1	1	1	1	1	1	22	12	5	5	109	26	152	192	18	147	8	173	4	
2nd Dragoons.	1	1	1	1	1	1	1	1	1	1	1	22	1	1	1	1	1	1	1	26	15	6	6	136	30	187	235	22	192	10	214	5	
3rd Prince of Wales Canadian Dragoons.	1	1	1	1	1	1	1	1	1	1	1	18	1	1	1	1	1	1	1	22	12	5	5	109	26	152	192	18	147	8	173	4	
4th Hussars.	1	1	1	1	1	1	1	1	1	1	1	18	1	1	1	1	1	1	1	22	12	5	5	109	26	152	192	18	147	8	173	4	
5th Dragoons.	1	1	1	1	1	1	1	1	1	1	1	23	1	1	1	1	1	1	1	26	13	6	6	136	30	187	236	23	182	10	215	5	
6th Duke of Connaught Canadian Hussars.	1	1	1	1	1	1	1	1	1	1	1	18	1	1	1	1	1	1	1	22	12	5	5	109	26	152	192	18	147	8	173	4	
8th Princess Louise's N. B. Hussars.	1	1	1	1	1	1	1	1	1	1	1	28	1	1	1	1	1	1	1	34	21	8	8	190	38	257	319	28	252	14	294	7	
Queen's Own Canadian Hussars.	1	1	1	1	1	1	1	1	1	1	1	12	1	1	1	1	1	1	1	11	6	2	2	54	8	62	85	12	73	8	85	1	
King's Troop Hussars.	1	1	1	1	1	1	1	1	1	1	1	5	1	1	1	1	1	1	1	4	3	1	1	27	4	35	42	3	35	2	40	1	
Princess Louise Dragoon Guards.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	1	4	3	1	1	27	4	31	38	3	35	3	38	1	
Winnipeg Troop Dragoons.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	1	4	3	1	1	27	4	31	38	3	35	3	38	1	
Manitoba Dragoons.	1	1	1	1	1	1	1	1	1	1	1	6	1	1	1	1	1	1	1	8	6	2	2	54	8	70	84	6	70	6	76	1	

(a) As provisionally appointed officers rank as 2nd Lieutenants, the number of this rank may amount to 12, the number of captains and lieutenants being reduced in proportion. (b) No fresh appointments are to be made, and no acting appointments are allowed. (c) Troop cooks and officers servants. (d) One major and one paymaster to be absorbed. (e) One major commanding a troop, one paymaster to be absorbed.

Militia and Defence.

ESTABLISHMENT—FIELD ARTILLERY, 1893-94.

Brigade and Batteries.	Lieut.-Colonel.	Major.	Captain.	Lieutenants.	2nd Lieutenants.	Surgeons.	Vet. Surgeons.	Adjutant.	Total officers.	Serjt.-Majors.	Q.-M.-Sergeants.	Sergeants.	Serjt.-Barriers.	Total Sergeants.	Corporals.	Bombardiers.	Trumpeters.	Collar makers.	Whealers.	Shoeing-smiths.	Gunners.	Drivers.	Total Rank and File.	Total : all ranks.	Horses.		Guns, Carriages and Timbers.	Ammunition Wagons.	Forge Wagons.	Stone Wagons.	Total Wagons.						
																										Riding.	Draught.										
1st Brigade, 2 batteries	1	2	2	2	2	1	1	1	12	3	3	8	2	16	8	8	2					68	46	192	160	30	32										
Durham battery																																					
Gananoque battery																																					
Hamilton do																																					
Kingston do																																					
London do																																					
Montreal do																																					
Newcastle do																																					
Ottawa do																																					
Quebec do		1	1	1	1	1	1	1	6	1	1	4	1	7	4	4	1					34	23	66	79	13	16										
Shefford do																																					
Sydney do																																					
Toronto do																																					
Welland canal battery.																																					
Winnipeg battery																																					
Woodstock do																																					

ESTABLISHMENT—GARRISON ARTILLERY, 1893-94.

Battalions and Companies.	No. of Companies.	Lieut. Colonel.	Major.	Captains.	Lieutenants.	2nd Lieutenants.	Adjutant.	Quartermaster.	Surgeon.	Assistant Surgeon.	Paymaster.	Total Officers.	Sergeant-Major.	Bandmaster.	Quartermaster Sergeant.	Order Room Clerk.	Paymaster's Clerk.	Hospital Sergeant.	Sergeants.	Total Sergeants and Staff Sergeants.	Corporals.	Bombardiers.	Gunners.	Trumpeters.	Bandsmen.	Total, Rank and File.	Total, all Raks.	Remarks.
Halifax Battalion.	4	1	4	4	8	4	1	1	1	1	1	26	1	1	1	1	1	1	16	21	16	16	320	4	24	380	427	(a) To be absorbed.
British Columbia Battalion.	9	1	5	5	10	5	1	1	1	1	1	31	1	1	1	1	1	1	20	25	20	20	400	5	24	469	525	
Montreal Battalion.	9	1	5	5	10	5	1	1	1	1	1	26	1	1	1	1	1	1	13	18	18	186	6	24	234	278		
New Brunswick Battalion.	5	1	2	2	6	3	1	1	1	1	1	22	1	1	1	1	1	1	10	15	15	155	5	20	195	232		
Prince Edward Island Battalion.	5	1	1	1	5	5	1	1	1	1	1	22	1	1	1	1	1	1	10	15	15	155	5	20	195	232		
Cobourg Company.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
Digby do.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
No. 1 Lewis Company.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
No. 2 do.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
Mahone Bay Company.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
Pictou Company.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
No. 1 Quebec.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
No. 2 do.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		
Yarmouth Company.	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	3	3	3	35	1	1	39	45		

Militia and Defence.

ESTABLISHMENT—ENGINEERS, 1893-94.

	OFFICERS.						SERGEANTS.						RANK AND FILE.									
	Lieut.-Colonel.	Major.	Captains.	Lieutenants.	Adjutant.	Surgeon.	Total.	Co. Sergt.-Major.	Q.-M. Sergeant.	Sergeants.	Hospital Sergeant.	Total.	1st Corporals.	2nd Corporals.	Privates.	Buglers.	Total.	Total of all Ranks.					Riding Horses.	Draught Horses.	Wagons.
Company.																						
Brighton Engineer Company.....			1	2			3		3			3	3		35	1	39	45				
Charlottetown Engineer Company ...			1	2			3		3			3	3		35	1	39	45				

ESTABLISHMENT—INFANTRY, 1893-94.

Battalion.	Lt. Colonel.	Majors.	Captains.	Lieutenants.	2nd Lieutenants.	Adjutant.	Quarter-Master.	Surgeon.	Assistant Surgeon.	Paymaster.	STAFF—SERGEANTS.				Sergeant Drummer.	Sergeant Piper.	Orderly Room Clerk.	Paymaster's Clerk.	Hospital Sergeant.	Sergeants.	Total Staff-Sergeants and Sergeants.	Corporals.	Drummers and Buglers.	Bandmen.	Privates.	Total Rank and File.	Total, all Ranks.	Horses.	REMARKS.
											Total Officers.	Serjt. Major.	Band Master.	Sergeant Instructor.																Gr. Master Sergeant.
Governor-General's Foot Guards.	1	2	6	6	9	1	1	1	1	1	1	1	1	1	1	1	1	1	1	19	26	18	12	30	258	369	4	a	
1st Batt. "Prince of Wales Rifles".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	30	18	6	224	278	4				
2nd do "Queen's Own Rifles".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	21	30	10	320	390	488	4				
3rd do "Victoria Rifles".	1	2	10	10	10	1	1	1	1	1	1	1	1	1	1	1	1	1	13	19	6	224	345	291	4				
5th do "Royal Scots".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	11	18	18	6	224	278	4				
6th do "Fusiliers".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	18	6	224	278	4				
7th do "do".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	18	6	224	278	4				
8th do "Royal Rifles".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	18	6	224	278	4				
9th do "Volunteers".	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	18	24	24	8	224	320	458	4	b		
10th do "Royal Grenadiers".	1	2	10	10	10	1	1	1	1	1	1	1	1	1	1	1	1	1	24	30	30	10	320	390	458	4			
11th do "Argenteuil Rangers".	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	256	312	368	4		
12th do "York Rangers".	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	18	24	24	8	224	256	312	368	4		
13th do of Infantry.	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	18	24	24	8	224	256	312	368	4		
14th do "Princess of Wales Own Rifles".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	18	6	224	278	4				
15th do "Argyle Light Infantry.	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	18	6	224	278	4				
16th do "Prince Edward Battalion of Infantry.	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	12	18	18	6	224	278	4				
17th Lévis Battalion of Infantry.	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	11	18	18	6	182	192	234	278	4		
19th Lincoln do	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	256	312	368	4		
20th Batt. "Lorne Rifles".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	11	18	18	6	186	234	278	4			
21st do "Essex Fusiliers".	1	2	7	7	7	1	1	1	1	1	1	1	1	1	1	1	1	1	14	21	21	7	224	273	323	4			
22nd do "Oxford Rifles".	1	1	5	5	5	1	1	1	1	1	1	1	1	1	1	1	1	1	18	15	15	5	160	185	231	3			
23rd do "Beauce Infantry".	1	1	4	4	4	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	256	312	368	4		
25th Elgin Battalion of Infantry.	1	1	4	4	4	1	1	1	1	1	1	1	1	1	1	1	1	1	5	12	12	4	128	156	186	3			
26th Middlesex Battalion, Light Infantry.	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	6	12	12	4	128	156	186	3			
27th Batt. St. Clair Borderers.	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	256	312	368	4		
28th "Perth Batt. of Infantry".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	14	18	18	6	182	192	234	278	4		
29th "Waterloo Batt. of Infantry".	1	2	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	11	18	18	6	182	192	234	278	4		
30th "Wellington Batt. of Rifles".	1	2	10	10	10	1	1	1	1	1	1	1	1	1	1	1	1	1	23	30	30	10	320	390	458	4			
31st "Grey Batt. of Infantry".	1	2	7	7	7	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	256	312	368	4		
32nd "Bruce Batt. of Infantry".	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	256	312	368	4		
33rd "Huron Batt. of Infantry".	1	2	9	9	9	1	1	1	1	1	1	1	1	1	1	1	1	1	20	27	27	9	272	288	351	413	4		
34th "Ontario Batt. of Infantry".	1	2	7	7	7	1	1	1	1	1	1	1	1	1	1	1	1	1	14	21	21	7	224	273	323	4			
35th Batt. "Simcoe Foresters".	1	2	8	8	8	1	1	1	1	1	1	1	1	1	1	1	1	1	17	24	24	8	224	273	323	4			

ESTABLISHMENT—INFANTRY, 1893-94—Continued.

Battalion or Company.	STAFF—SERGEANTS.											REMARKS.																					
	Lieut. Colonel.	Majors.	Captains.	Lieutenants.	2nd Lieutenants.	(b) Adjutant.	Quarter-master.	Surgeon.	Assistant Surgeon.	(c) Paymaster.	Total Officers.		Serjt. Major.	Band Master.	Sergeant Instructor.	Quarter-Master Sergeant.	Sergeant Drummer.	Sergeant Piper.	Orderly Room Clerk.	Hospital Sergeant.	Sergeants.	Total Staff Sergeants and Sergeants.	Corporals.	Drummers & Buglers.	Bandsmen.	Privates.	Total Rank and File.	Total all Ranks.	Horses.				
83rd, "Joliette Batt. of Infantry"	1	2	6	6	9	1	1	1	1	1	25	1	1	1	1	1	1	1	1	1	1	18	18	6	18	192	234	277	4	a			
84th, "St. Hyacinthe Batt. of Infantry"	1	2	6	6	9	1	1	1	1	1	26	1	1	1	1	1	1	1	1	1	1	18	18	6	18	192	234	278	4	a			
86th, "Three Rivers Batt. of Infantry"	1	2	6	6	9	1	1	1	1	1	26	1	1	1	1	1	1	1	1	1	1	18	18	6	18	192	234	278	4	a			
87th, "Quebec Batt. of Infantry"	1	2	6	6	9	1	1	1	1	1	26	1	1	1	1	1	1	1	1	1	1	18	18	6	18	192	234	278	4	a			
88th, "Kamouraska and Charlevoix Batt. of Infantry"	1	2	6	6	9	1	1	1	1	1	26	1	1	1	1	1	1	1	1	1	1	18	18	6	18	192	234	278	4	a			
89th, "Témiscouata and Rimouski Batt. of Infantry"	1	2	8	8	8	1	1	1	1	1	32	1	1	1	1	1	1	1	1	1	1	24	24	8	24	256	312	368	4	b			
90th, "Winnipeg Batt. of Rifles"	1	2	8	8	8	1	1	1	1	1	32	1	1	1	1	1	1	1	1	1	1	24	24	8	24	256	312	368	4	b			
92nd, "Dorchester Batt. of Infantry"	1	1	4	4	4	1	1	1	1	1	18	1	1	1	1	1	1	1	1	1	1	12	12	4	12	128	156	186	3				
93rd, "Cumberland Batt. of Infantry"	1	1	5	5	5	1	1	1	1	1	21	1	1	1	1	1	1	1	1	1	1	15	15	5	15	160	195	231	3				
94th, "Argyle Highlanders"	1	1	5	5	5	1	1	1	1	1	21	1	1	1	1	1	1	1	1	1	1	15	15	5	15	160	195	231	3				
96th, "Dist. of Algoma Provisional Batt. of Rifles"	1	2	3	3	3	1	1	1	1	1	16	1	1	1	1	1	1	1	1	1	2	9	9	3	9	96	117	142	4	(c)			
Brandon Infantry Company																																	
Gore Bay Rifle Company																																	
Nanaimo Infantry Company																																	
St. John Rifle Company																																	
Sault Ste. Marie Rifle Company																																	
Thessalon Rifle Company																																	

Newfoundland and Canada.

FURTHER PAPERS

(20d, 20e, 20f.)

RESPECTING the enforcement by the Newfoundland Authorities against Canadian Vessels of the Newfoundland Act respecting the sale of Bait to foreign fishing vessels.

OTTAWA, March, 1893.

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No. 198.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 30th March, 1892.

To His Excellency

The Governor-General in Council, &c., &c., &c.

MY LORD,—I have the honour to acknowledge the receipt of your despatch, no. 79, of the 10th March, forwarding the substance of the resolutions passed by the legislative assembly of Nova Scotia, respecting the proposed reciprocity convention between Newfoundland and the United States.

I have, &c.,

KNUTSFORD.

No. 199.

VICTORIA CHAMBERS, 17 VICTORIA STREET,
LONDON, S.W., 2nd April, 1892.

The Honourable the Premier,
Ottawa, Canada.

SIR,—I have the honour to acknowledge the receipt of a copy of the order in council dated 3rd March, 1892, on the subject of the refusal of the government of Newfoundland to issue bait licenses to Canadian fishermen. I notice in the report signed by the minister of justice and the minister of marine and fisheries that it is recommended, in accordance with a suggestion made by Lord Knutsford, that I should be instructed as to the views of the government, and be requested to act, on behalf of the Dominion, at a conference with a representative from Newfoundland, to discuss the points at issue between the two colonies.

I desire to take the opportunity of mentioning that I have not so far received any instruction upon the subject. There was some allusion to the matter a little while ago in the newspapers, but at the moment I was under the impression that my name had been used instead of that of the minister of marine and fisheries. I found out subsequently, however, that this was not the case, but, in the meantime, Mr. Harvey, the representative of the Newfoundland government, who was in this country at the time, had returned to St. Johns.

Before, however, I knew anything at all of the proposal, I met Mr. Harvey at the St. Stephen's Club in company with Mr. Pennell, the chief clerk of the Canadian department of the colonial office, and at the request of Mr. Harvey met him at Mr. Pennell's office at the colonial office, and discussed the various points in dispute with him. Mr. Harvey informed me that the Canadian government were altogether under a misapprehension in supposing that the effect of the Bond-Blaine convention would be to discriminate against the imports of the Dominion, and showed me the new tariff in which the same reductions were made. I pointed out that I was equally under the impression, and quoted the language of the convention, which I contended would still oblige them to make a corresponding reduction below the tariff he showed me. Mr. Harvey stated that there was no intention to discriminate against Canada; but it was clear, however, to me that if the convention had gone into operation the United States would have demanded a reduction in the duties in their favour, equivalent to the advantage to be given to them under the proposed treaty.

Mr. Harvey suggested, in the course of the conversation (and showed me a memorandum to that effect), that if Canada would remove her oppositions to the Bond-Blaine convention, and suspend the duties now charged on Newfoundland fish, Canadian vessels would be allowed to get bait as heretofore, and that the imports from Canada would be

restored to the position they formerly occupied. I could only say to Mr. Harvey that I thought the initiative lay with them, and that if they would allow Canadian fishermen to obtain bait, and remove the prohibitory duties on imports from Canada, they would receive equally favourable treatment from the Canadian government, but that the Bond-Blaine convention was a much wider question, and one that could not be adopted without a practical abrogation of the Treaty of 1818.

I naturally referred to the way in which Canada had been treated by Newfoundland, especially in view of the pledges that were given at the time the Bait Act received the royal assent, and of the exceptionally favourable treatment accorded in many ways to Newfoundland. I expressed the opinion very strongly that I thought it was to the interest both of Canada and Newfoundland to act together in matters which concerned British interests in North America, so far as it was possible to do so, and reminded him that a similar view was expressed by a joint committee, of which he was chairman, of the legislative council and house of assembly of Newfoundland, appointed to consider the subject of the export and sale of bait, when they were seeking the passage of the Bait Bill of 1886.

Of course you will understand that this interchange of opinions between Mr. Harvey and myself was of purely an informal nature, but in view of the order in council referred to above, I think it well to acquaint you with what has taken place.

I am, sir, your obedient servant,

CHARLES TUPPER.

No. 200.

Lord Stanley of Preston to Lord Knutsford.

GOVERNMENT HOUSE, OTTAWA, 30th April, 1892.

The Right Honourable

The Lord Knutsford, G.C.M.G.,

&c., &c., &c.

MY LORD,—With reference to previous correspondence on the subject of the relations between this Dominion and the colony of Newfoundland, I have the honour to forward copy of an order in council embodying a report by the minister of marine and fisheries, who represents that he has received information that it is the intention of the district court of that colony to decide that the imposition of extra duties upon Canadian goods under the provisions of the Newfoundland Revenue Act was illegal.

In view of the rumoured intention of the Newfoundland government to enact *ex post facto* legislation to legalize the exaction of these duties, ministers request that her majesty's government be moved to consider the propriety of instructing the governor of Newfoundland to refuse her majesty's assent to any such legislation.

I have, &c.,

STANLEY OF PRESTON.

[Enclosure 1 in No. 200.]

CERTIFIED COPY of a report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 25th April, 1892.

On a report, dated 19th April, 1892, from the minister of marine and fisheries, stating that important information has reached him touching the relations between Newfoundland and Canada.

The minister observes that it appears for the purpose of testing the legality of the imposition of the "extra" duties imposed by way of retaliation against Canada, upon certain articles under the (assumed) authority of the Newfoundland Revenue Act, an action was begun in the district court of that colony, against the receiver-general, to

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recover back a small amount, within the jurisdiction of that court, paid under protest in extra duties.

That while, up to the time of the receipt of the information, judgment had not yet been delivered, it was generally understood that although upon a technical point—want of notice of action—the plaintiff would be non-suited, the decision of the court would establish the principle of the case in favour of the right to recover back the duties.

The minister observes further that the grounds relied upon for this decision are :—

(1.) There is a defect in the wording of the section of the Revenue Act, applicable to the case. The words “shall be levied, collected and paid” which follow the words “the following duties, etc.”, have been omitted.

(2.) The main ground that the fishermen of Canada “have not the privilege of taking fish on all parts of the coasts of the colony,” that privilege, a right having been taken from them by the refusal of the government of Newfoundland to issue licenses to Canadians for the purpose of catching bait fishes.

An appeal will, of course, be made from this decision to the supreme court of Newfoundland.

The minister desires to invite attention to the rumoured intention on the part of the Newfoundland government of introducing into the legislature of that colony an act to legalize the imposition of the duties already illegally imposed, and he learns that joint action is being taken by certain Canadian importers and shippers in this matter. As soon as particulars can be obtained respecting the proceedings referred to they will be laid before your excellency in council.

It is hoped that *ex post facto* legislation touching discrimination or prohibitory duties against Canadian goods will be disallowed by the imperial authorities.

The minister is not aware of any particular reason for supposing that his excellency the governor of Newfoundland would refuse assent to such a bill, unless some previous indication of the wishes of her majesty's government in that direction had been given.

The committee, on the recommendation of the minister of marine and fisheries, advise that your excellency be moved to forward copy of this minute, if approved, to the right honourable the principal secretary of state for the colonies, for the information of her majesty's government, together with a request that her majesty's government be moved to consider the propriety of instructing the governor of Newfoundland upon the subject.

All which is respectfully submitted.

JOHN J. MCGEE,
Clerk of the Privy Council.

No. 201.

Lord Stanley of Preston to Lord Knutsford.

25th April, 1892.

Canada made unconditional proposal direct to Newfoundland on the 16th inst., to resume *status quo* for this season, to enable efforts for settlement by conference or otherwise to be made, and have received an unfavourable reply.

My government now learn that the government of Newfoundland has introduced revenue bill, containing discriminating tariff against Canadian products as before, with immaterial verbal amendment.

It also contains retroactive provisions which legalize the license fees exacted in 1890 for which Canadians are now, with prospects of success, seeking redress in the courts. They hope earnestly that her majesty's government will have the bill reserved, and will, while legislation hostile to Canada is continued, decline to sanction it.

Pressure of public opinion may, it is feared, render necessary legislation respecting fishing in our waters similar to that enacted against our fishermen by Newfoundland.

STANLEY.

No. 202.

OFFICE OF THE HIGH COMMISSIONER FOR CANADA, VICTORIA CHAMBERS,
17 VICTORIA STREET, LONDON, S.W., 30th April, 1892.

The Honourable
The Prime Minister,
Ottawa.

SIR,—I have the honour to transmit herewith for your information, a copy of a letter, with enclosure, which I have received from the colonial office respecting a statement made in the Newfoundland legislature as to what passed at my interview with Mr. Blaine at Washington in April, 1891, together with a copy of my reply.

I have the honour to be, sir, your obedient servant,
CHARLES TUPPER,
High Commissioner.

[Enclosure 1 in No. 202.]

COLONIAL OFFICE, S.W., 23rd April, 1892.

SIR C. TUPPER, BART., G.C.M.G.

SIR,—I am directed by Lord Knutsford to transmit for your information a paraphrase of a telegram from the governor of Newfoundland respecting a statement made in the Newfoundland legislature as to what passed at your interview with Mr. Blaine in April, 1891.

The governor of Newfoundland has been requested by telegraph to repeat this message to Lord Stanley of Preston.

I am, &c.,
EDWARD FAIRFIELD.

[Enclosure 2 in No. 202.]

Sir Terence O'Brien to Lord Knutsford (Received April 12th, 1892, 11 p.m.) Telegraphic (Paraphrase.)

At the request of my government I forward the following minute of council :

My ministers consider it desirable that her majesty's government should be immediately informed of the following facts: On the 6th instant the leader of the opposition stated, upon the authority of Sir Charles Tupper, that Mr. Blaine asserted, at the conference held with Sir Charles Tupper and Sir J. Pauncefote on the 2nd April, 1891, that Mr. Bond had expressed intention of this government to exclude Canadians from bait privileges. As the leader of the opposition purports to quote from a despatch from Sir C. Tupper to Lord Stanley, my government immediately telegraphed to Blaine asking if statement was correct, and received the following reply: "I never stated to Sir Charles Tupper that you had expressed the intention of your Government to exclude Canadians from bait; you never said anything of the kind to me. Sir J. Pauncefote, who was present at the interview with Sir C. Tupper, says that no such a thing was said or alluded to." This emphatic reply establishes the fact that no promise was given or implied that Canadians would be excluded from bait under convention, or that United States would be in any way differentially treated.

[Enclosure 3 in No. 202.]

17 VICTORIA STREET, S.W., 28th April, 1892.

SIR,—I beg to acknowledge the receipt of Mr. Fairfield's letter of the 23rd instant, transmitting a paraphrase of a telegram from the governor of Newfoundland,

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respecting a statement made in the Newfoundland legislature as to what passed at my interviews with Mr. Blaine in April of last year. It appears to me that there is some misapprehension in the matter.

I have never stated that Mr. Blaine asserted in my interviews with him that Mr. Bond had expressed the intention of the Newfoundland government to exclude Canadians from bait privileges.

What I did say in my report to the late Sir John Macdonald upon the subject was as follows :—

“ Mr. Blaine said that it did not appear necessary to negotiate any treaty with Newfoundland, as that colony had expressed its readiness to give the United States the privileges they enjoyed by their own action, and that they proposed not only to give bait to United States fishermen, but to refuse to give the same privilege to Canada. I told Mr. Blaine that the Bait Act in Newfoundland had received the assent of her majesty upon the distinct pledge of Sir Ambrose Shea and the then premier of Newfoundland that Canadian vessels would not be affected by it. That I understood the courts of Newfoundland had declared that the action taken under that act was not legal. I added that her majesty had the power to disallow any bill that might be passed upon the subject by the colony.”

I have no hesitation in saying that the above quotation describes accurately what passed at my meeting with Mr. Blaine.

Mr. Blaine asked whether Newfoundland had the power to continue to grant the privileges in question to the United States, and I replied in the manner I have already indicated.

In any case it should be borne in mind that before the date of my meeting with Mr. Blaine, Newfoundland was issuing licenses to United States fishermen, and withholding them from Canadians.

I am, &c.,

CHARLES TUPPER.

No. 203.

Lord Stanley of Preston to Lord Knutsford.

GOVERNMENT HOUSE, OTTAWA, 19th May, 1892.

The Right Hon. the Lord Knutsford, G.C.M.C., &c., &c.

MY LORD,—With reference to your lordship's despatch no. 88, of the 9th ultimo, in which you intimated that her majesty's government would not feel warranted in referring to the judicial committee of the imperial privy council the case submitted by this government with a view to the determination of the bait controversy between Canada and Newfoundland, I have the honour to forward herewith copy of an approved minute of the privy council of Canada covering a report by the minister of marine and fisheries, who urges that her majesty's government may be moved to reconsider their decision.

The minute represents that Canada has shown all willingness to adopt as a solution of the difficulty the reference to the judicial committee suggested by your lordship, while Newfoundland has declined to accept it, and he considers that, as the consent of Newfoundland is unnecessary, and as, moreover, the case prepared by Canada is quite unobjectionable, her majesty's government might with propriety refer it independently of either Canada or Newfoundland.

I have, &c.,

STANLEY OF PRESTON.

[Enclosure 1 in No. 203.]

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 14th May, 1892.

The committee of the privy council have had under consideration a despatch, hereto attached, dated 9th April, 1892, from Lord Knutsford, respecting the bait controversy with Newfoundland.

The committee have also had under consideration a report, hereto attached, dated 10th May, 1892, from the minister of marine and fisheries, to whom the despatch above mentioned was referred, in which they concur.

The committee advise that your excellency be moved to forward a copy hereof to the right honourable the principal secretary of state for the colonies for the information of her majesty's government.

All of which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,
Clerk of the Privy Council.

[Enclosure 2 in No. 203.]

OTTAWA, 10th May, 1892.

To His Excellency the Governor-General in Council.

The undersigned has had referred to him a despatch from her majesty's principal secretary of state for the colonies, dated 9th April, 1892.

This despatch acknowledges receipt of minutes of the Canadian privy council on the bait controversy with Newfoundland, forwarded in your excellency's despatches of the 10th March last, and states that Lord Knutsford, having carefully considered these papers, believes that on reconsideration your excellency's ministers will agree with her majesty's government that they would not be warranted in placing an *ex parte* statement of this controversy, prepared by one side only, before the judicial committee of the privy council.

His lordship states that your excellency's ministers will doubtless consider whether there is any other way by which the validity of the action of the government of Newfoundland can be tested.

It will be within the recollection of your excellency that, after other expedients had apparently failed, your excellency's advisers suggested imperial legislation for the removal of the embargo placed, contrary to solemn pledges, upon Canadians under the provisions of the Newfoundland Bait Act.

The suggestion of a reference to the judicial committee of the privy council came from her majesty's government, and was promptly accepted by the government of Canada.

It does not appear that the consent of the government of Newfoundland is necessary to the submission of the case to the judicial committee.

The case in strictness need not be described as *ex parte*.

The undersigned would further observe that the questions of fact contained in a reference do not involve any collection of evidence.

No attempt has been made in the draft case to depart from a statement of undoubted facts.

The question put for decision is: "Are the contentions of the government of Canada, as above stated, or any of them, in accordance with law, and if not to what extent are they in accordance with law?"

The government of Newfoundland could not, it is submitted, with a view to procuring a correct decision, put the case differently, nor could it possibly better its own position by any other form of submission.

The undersigned begs to call your excellency's attention to the provisions of the Act 3 and 4 William IV., chapter 41, intituled: "An Act for the better Administration of Justice in His Majesty's Privy Council." This statute provides for certain

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members of his majesty's government to form a committee to be styled: "The Judicial Committee of the Privy Council," before which appeals in certain cases lie. Section 4 reads as follows:—

"(IV). And be it therefore enacted that it shall be lawful for His Majesty to refer to the said Judicial Committee for hearing or consideration any such other matters whatsoever as His Majesty shall think fit, and such committee shall thereupon hear or consider the same and shall advise His Majesty thereon in manner aforesaid."

The present case seems to be one which may very properly form a reference to this committee under the provisions of the section just quoted.

It will be within the recollection of your excellency that, at the time when the Canadian government had asked that her majesty's government should be moved to adopt legislation to prevent the government of Newfoundland refusing bait licenses to Canadian fishing vessels, while freely granting them to the citizens of a foreign nation, Lord Knutsford suggested to your excellency's government, in his despatch, covered by privy council reference, no. 784 H, that a joint case should be prepared, stating the facts on behalf of the government of the dominion of Canada and that of the colony of Newfoundland for reference to the judicial committee under the particular section above referred to.

In the despatch dated 26th May, 1891, the secretary of state for the colonies informed the governor of Newfoundland that he had communicated with the law officers of the crown, and enquired whether, in their opinion, the Colonial Act of 1889 gave power to the colonial government to refuse licenses to Canadian and French fishermen, while granting such licenses to United States and colonial fishermen, and, if it did give such power, whether that power might be exercised otherwise than by proclamation of the governor under section 4 of the act. He asked whether, if the act did not give such power of discrimination, the colonial government could in its executive capacity arbitrarily exclude any class of her majesty's subjects from fishing in the British waters of Newfoundland, while allowing other British subjects and foreigners to do so.

Lord Knutsford was advised that, in the opinion of the law officers, the colonial government has power to refuse to give licenses under the act of 1889 to French fishermen, who, as foreigners not entitled to fish in the British territorial waters of Newfoundland, do not belong to the class of persons to whom the act contemplates that licenses will be granted; but that the United States fishermen are not subject to exclusion on this ground, by reason of the special right belonging to the United States, and recognized in the treaties of 1783 and 1818, to enjoy in common with British subjects, the fisheries of these waters; and that, in their opinion, the colonial government is not entitled by the act to exclude Canadians or other British fishermen from obtaining licenses.

His lordship was further advised that the act of 1889 gave, by implication, power to the colonial government to make regulations as to the mode and terms of issuing licenses, but not to discriminate between persons who at the time of its passing were entitled to fish in its territorial waters.

On the same date the secretary of state for the colonies, in notifying Sir William Whiteway of the decision of the law officers of the crown, expressed a strong hope that, as the action of the Newfoundland government was *ultra vires*, the prohibition against issuing licenses to Canadian fishermen would at once be withdrawn.

The executive of Newfoundland, however, declined to accept the decision of the law officers of the crown, and continued their policy of discrimination against Canadian fishermen.

The government of Newfoundland has, therefore, refused to accept the decision of the law officers of the crown, and also declines to take part in the reference of a joint case to the judicial committee of her majesty's privy council.

The reference to the judicial committee by her majesty's government, independently of Canada or of Newfoundland, appears to the undersigned to be now a most natural proceeding.

It is significant in this connection that the government of Newfoundland now propose retroactive legislation for the purpose of legalizing their past action.

The undersigned would also invite your excellency's attention to the fact that, having been advised that the exaction of fees from Canadian fishing vessels under the Bait Act of 1889, during the year 1890 was illegal, he arranged with the honourable the minister of justice to take steps for the recovery of the sums paid by the masters of Canadian vessels for licenses issued to them during that year. Should, however, the Newfoundland government obtain such *ex post facto* legislation, the result of these proceedings would, of course, fail.

The undersigned, therefore, recommends that your excellency should convey the request of the Canadian government that the right honourable the secretary of state for the colonies be moved to reconsider his despatch, and that the question be now referred to the judicial committee of her majesty's privy council.

The undersigned recommends that a copy of this report, if approved, be transmitted to the right honourable the principal secretary of state for the colonies, for the information of her majesty's government.

Respectfully submitted,

CHARLES H. TUPPER,

Minister of Marine and Fisheries.

[Enclosure 3 in No. 203.]

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 9th April, 1892.

To His Excellency the Governor General, &c., &c., &c.

MY LORD,—I have the honour to acknowledge the receipt of your despatches nos. 66 and 67, of the 10th of March, forwarding minutes of the Dominion privy council respecting the bait controversy with Newfoundland.

I have carefully considered these papers, and I think that on reconsideration your ministers will agree with her majesty's government that they would not be warranted in placing an *ex parte* statement of this controversy prepared by one side only before the privy council.

Your ministers will doubtless consider whether there is any other way by which the legality of the action of the Newfoundland government can be tested.

I have, &c.,

KNUTSFORD.

No. 204.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 17th May, 1892.

To His Excellency the Governor General, &c., &c., &c.

MY LORD,—I have the honour to acknowledge the receipt of your despatch no. 82 of the 11th of March enclosing copy of an order in council respecting the relations between the Dominion and Newfoundland.

You will have learned from my telegram of the 9th of March that the proposed conference here is no longer practicable as Mr. Harvey had returned to Newfoundland.

With regard to the question whether the draft convention between Newfoundland and the United States involves discrimination in favour of the latter and against Canada, I have already placed my views before you in my despatch of the 26th of March.

I have, &c.,

KNUTSFORD.

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No. 205.

Lord Stanley of Preston to Lord Knutsford.

GOVERNMENT HOUSE, OTTAWA, 25th May, 1892.

The Right Honourable the LORD KNUTSFORD, K.C.M.G., &c, &c., &c.

MY LORD,—On the 18th April, I received from the governor of Newfoundland a telegram repeating under your lordship's instructions a telegram which he had sent to your lordship on the 12th of that month relative to a statement alleged to have been made by Mr. Morine, the leader of the opposition in the Newfoundland legislative assembly, as to the intention of Newfoundland to exclude Canadians from bait privileges, which had been contradicted by Mr. Blaine. This telegram was referred to my ministers for consideration, and I now have the honour to transmit copy of an approved minute of the privy council maintaining the accuracy of the statement made by Mr. Morine, and representing that Mr. Blaine's contradiction applied to an incorrect version of the statement.

I have, &c.,

STANLEY OF PRESTON.

[Enclosure 1 to No. 205.]

CERTIFIED COPY of a report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 18th May, 1892.

The committee of the privy council have had under consideration a telegram, hereto attached, from his excellency Sir Terence O'Brien, governor of Newfoundland, stating that he had been desired by Lord Knutsford to repeat to your excellency a telegram sent to him on the 12th April, 1892.

This telegram refers to a statement made by the leader of the opposition in the legislature of Newfoundland touching a reported assertion by Mr. Blaine as to the attitude of Newfoundland towards Canada under the Bond-Blaine convention.

The undersigned has ascertained that the source from which Mr. Morine obtained the information which he used in support of his statement in the legislature was a letter written a year ago by Sir Charles Tupper to the late Sir John A. Macdonald, detailing the substance of a conversation exchanged with Hon. Mr. Blaine, in the presence of her majesty's minister, in which Mr. Blaine is represented as stating that they (Newfoundland) proposed not only "to give bait to United States' fishermen, but to refuse to give the same privilege to Canada."

This letter was published in the Canadian Sessional Papers of 1891, together with other correspondence on the subject, and has been before the public ever since, without its accuracy being questioned by any one.

It will be further observed that in the phraseology of Mr. Bond's telegram, the words "had expressed the intention of this government to exclude Canadians from the bait privileges," are calculated to mislead.

The minister observes that the question would have been properly put had the language used in Sir Charles Tupper's letter been adopted, viz. :—"That they proposed not only to give bait to United States' fishermen, but to refuse to give the same privileges to Canada."

It is submitted that the correct presentment of the case suggests that the proposal was conditional upon certain contingencies involved in the ratification of the convention.

The former presentment, for which there is no justification afforded by the letter of Sir Charles Tupper, asserts that an actual expression of the intention of the government of Newfoundland to exclude Canadians from the bait privileges had been authoritatively given, and that such intention was in no way contingent upon any future arrangements to be entered into between the United States and Newfoundland.

Whatever treatment Newfoundland was to extend to the United States had no connection with her already established relations with Canada, and, if it could be held that the incident of the conversation should turn on a question of memory, Mr. Bond is not assisted in establishing that it was not the intention of his government to discriminate against Canada, for the conference was held on the 2nd April, while Mr. Bond had already issued instructions to the officials of Newfoundland, dated 20th March, entirely excluding Canadians from participating in the bait privilege.

The minister further observes that the conclusion of the despatch of the governor of Newfoundland reiterates the point which the Newfoundland authorities have laboured so hard to maintain—that no promise was implied or given that Canadians would be excluded from bait, or that the United States would be treated differentially in any way.

Whatever force could be given to this argument under different circumstances, cannot, it is submitted, apply under those existing, as the absence of any specific statement, that it was intended to discriminate against Canada, could not be held effective as against an actual and persistent discrimination being exercised on every opportunity, in favour of the United States' citizens against Canadians.

The committee, on the recommendation of the minister of marine and fisheries, advise that your excellency be moved to forward a copy of this minute to the right honourable the secretary of state for the colonies, for the information of her majesty's government.

All which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,

Clerk, Privy Council.

No. 206.

OFFICE OF THE HIGH COMMISSIONER FOR CANADA,
VICTORIA CHAMBERS, 17 VICTORIA STREET, LONDON, S.W., 18th May, 1892.

The Hon. J. J. C. ABBOTT, Q.C.

DEAR MR. ABBOTT,—I send, for your information, a cutting from the *Times* of Friday last, in which you will notice that the under secretary of state for foreign affairs, in reply to a question in the house of commons, stated that the government had decided not to approve the proposed convention between Newfoundland and the United States, and that they were unable to depart from the position taken up that negotiations between the United States and Newfoundland must proceed *pari passu* with negotiations for any arrangement between Canada and the United States.

I had a long conversation a day or two ago with Lord Knutsford upon the subject, when he informed me that the government had arrived at the decision to which I have referred. He informed me, however, that it would strengthen his hands a good deal with his colleagues, if the Canadian government did not extend their retaliatory policy against Newfoundland. His lordship stated that the government recognized that the only way out of the difficulties of Newfoundland was the admission of the colony into the Dominion, and they were extremely anxious that nothing should be done likely to retard this very desirable consummation. At the same time he frankly recognized the provocation the Dominion had received, and also the injury inflicted upon Canadian fishermen and traders by the hostile policy of our neighbours. In these circumstances I thought it desirable to send the following telegram to you in cipher yesterday:—

“Long conversation Knutsford last night. Government decided not to permit Newfoundland arrangement with States unless Canada included.”

Yours faithfully,

CHARLES TUPPER.

Newfoundland and Canada.

[Enclosure 1 in No. 206.]

The *Times*, 13th May, 1892.

NEWFOUNDLAND.

Mr. F. Evans asked the under-secretary for the colonies upon what day he would lay upon the table the correspondence which had passed between her majesty's government and the government of Newfoundland, respecting the proposed convention recently agreed between the governments of the United States and of Newfoundland.

Baron H. de Worms.—Papers will be presented as soon as the interests of the public service permit.

Mr. F. Evans.—Am I to understand that on a question so closely affecting the welfare of the people of Newfoundland a little closer answer cannot be given by the government?

Baron H. de Worms.—It would be contrary to precedent to present papers until negotiations are completed.

NEWFOUNDLAND AND UNITED STATES CONVENTION.

Mr. F. Evans asked the under-secretary of state for foreign affairs whether her majesty's government had declined to assent to the convention between the United States government and the government of Newfoundland.

Mr. J. W. Lowther.—The answer to the honourable member's question is in the affirmative. Her majesty's government have not been able to depart from the position which they have taken up that the negotiations of a convention between the United States and Newfoundland must proceed *pari passu* with the negotiation of an arrangement between Canada and the United States.

No. 207.

HALIFAX, N.S., 18th May, 1892.

Hon. CHARLES H. TUPPER,
Minister of Marine and Fisheries, Ottawa.

Will you please telegraph me how many trap licenses issued to Newfoundlanders last?

A. G. JONES.

No. 208.

OTTAWA, 20th May, 1892.

Hon. A. G. JONES, Halifax, N.S.

Enquiry being made to answer your telegram definitely about Labrador licenses.

CHARLES H. TUPPER.

No. 209.

OTTAWA, 20th May, 1892.

Commander WAKEHAM,
SS. "La Canadienne," Gaspé.

Call at Esquimalt Point for instructions *re* cod traps.

WILLIAM SMITH,

Deputy-Minister of Marine and Fisheries

No. 210.

OTTAWA, 21st May, 1892.

Commander WAKEHAM,
SS. "La Canadienne," Gaspé.

Status quo 1889 to be reverted to between Canada and Newfoundland. A fair division of traps will, therefore, be made to fishermen of both countries this season in Labrador.

CHARLES H. TUPPER.

No. 211.

Lord Knutsford to Lord Stanley of Preston.

(Paraphrase.)

21st May, 1892.

The following message has been received from the governor of Newfoundland:—

"My ministers request me to transmit the following message:—

"Upon consideration of proposal in the telegram from the secretary of state for the colonies of the 16th ult. to revert to *status quo* of 1889 for the current year, and for conference to effect an amicable adjustment of existing differences, and also of Lord Knutsford's despatch of 7th instant, it was resolved that, in order to meet the views of her majesty's government, and to restore friendly relations between the two colonies a communication conveying an expression of these views be sent to the governor general of Canada."

Your government should communicate as soon as possible with the Newfoundland government. I am confident that this will be received with great satisfaction in Canada.

KNUTSFORD.

No. 212.

Sir T. O'Brien to Lord Stanley of Preston.

(Paraphrase.)

21st May, 1892.

I am requested by my ministers to transmit the following message:—

My government agree, in order to meet the views of her majesty's government, as contained in despatch from colonial office, dated 7th instant, and telegram of 16th ult., to revert, pending conference, to the *status quo* of 1889 for the current year.

Additional duties on Canadian products will be removed on the receipt of intimation that your government have removed duties on Newfoundland products.

O'BRIEN.

No. 213.

Lord Stanley of Preston to Sir T. O'Brien.

(Paraphrase.)

22nd May, 1892.

The Canadian government has received your message with satisfaction.

A proclamation suspending duties on Newfoundland fish and fish products is being prepared, but under the statute it should recite that Newfoundland duties have been reduced. It is hoped that your government will be able to announce, without delay, the removal of the additional duties.

Arrangements will be made to effect complete reciprocity in remission of duties in the meantime.

STANLEY.

Newfoundland and Canada.

No. 214.

Lord Stanley of Preston to Lord Knutsford.

(*Paraphrase.*)

22nd May, 1892.

Your telegram of May 21st respecting Newfoundland.

I had received yesterday morning telegram to same effect, and in reply, telegraphed that we received message with satisfaction, and that proclamation suspending duties on Newfoundland fish and fish products was being prepared. Meanwhile arrangements will be made to effect complete reciprocity in remission of duties. We cannot under the statute issue it until Newfoundland duties have been reduced, but it will be issued the moment we receive announcement of removal of additional duties.

STANLEY.

No. 215.

OTTAWA, 23rd May, 1892.

W. WAKEHAM, Gaspé.

License book does not show any licenses issued Newfoundlanders. What licenses did you issue Newfoundlanders?

WM. SMITH,

Deputy-Minister of Marine and Fisheries.

No. 216.

Sir Terence O'Brien to Lord Stanley of Preston.

(*Paraphrase.*)

23rd May, 1892.

As duties came on automatically under Revenue Act on your putting duties on our fish, they will, when you take off your duty, come off in the same manner.

O'BRIEN.

No. 217.

Lord Stanley of Preston to Sir Terence O'Brien.

(*Paraphrase.*)

24th May, 1892.

Your telegram of the 23rd.

If neither party can move till the other moves first it is obvious deadlock. Could not a formal notice of intention to remove duties reciprocally say from 1st June be accepted as sufficient on both your side and ours?

STANLEY.

No. 218.

Sir T. O'Brien to Lord Stanley of Preston.

(*Telegram.*)

24th May, 1892.

Referring to my telegram of 23rd May should you anticipate any difficulty, we should both of us fix on date for removal simultaneously of imposition of duties on product of both countries.

O'BRIEN.

No. 219.

PASPEBIAC, 24th May, 1892.

WM. SMITH, D.M. M. and F.

Eight licenses from number 411 to 418 in license book : Captains Penny, Blandford, two Shetlers, Begruvey, Brown, Buckle and Whitely.

W. WAKEHAM.

No. 220.*Sir T. O'Brien to Lord Stanley of Preston.*

(Paraphrase.)

25th May, 1892.

My ministers agree on mutual notice to remove duties on and after Friday, 27th inst.

Proclamation will be issued upon your reply concerning this.

O'BRIEN.

No. 221.*Lord Stanley of Preston to Sir Terence O'Brien.*

(Telegram.)

OTTAWA, 26th May, 1892.

Dominion government agree to remove duties on and after Friday 27th inst., on the understanding that on that day Newfoundland government do likewise, and also remove restrictions as to bait fishes. Please telegraph as soon as instructions are issued, but our proclamation will issue to-morrow afternoon on the assumption that the agreement has been carried out by Newfoundland.

STANLEY.

No. 222.*Sir Terence O'Brien to Lord Stanley of Preston.*

(Telegram.)

27th May, 1892.

Notice inserted in *Gazette* to-day that extra duties levied under section 13 Revenue Act 1891, will not be collected on and after this date. Dominion government having removed duties on fish and fish products exported from Newfoundland into Dominion of Canada, notice has been given by telegraph to officials to grant bait licenses to Dominion fishermen upon same terms as to Newfoundland fishermen giving similar bonds.

O'BRIEN.

No. 223.*Lord Stanley of Preston to Sir Terence O'Brien.*

(Telegram.)

OTTAWA, 27th May, 1892.

Thanks for telegram. Our proclamation passed through privy council and will appear in *Canada Gazette* to-morrow, so that I hope all difficulty departs for the present.

STANLEY.

Newfoundland and Canada.

No. 224.

Lord Stanley of Preston to Lord Knutsford.

(Telegram.)

OTTAWA, 27th May, 1892.

I sent following message to governor of Newfoundland, 26th May:—

“Dominion government agree to remove duties on and after 27th May, on the understanding that on 27th May, Newfoundland government do likewise, and also remove restrictions as to bait fishes. Please telegraph as soon as instructions are issued, but our proclamation will issue 27th May, on the assumption that the agreement has been carried out by Newfoundland.” This is satisfactory so far.

STANLEY.

No. 225.

Lord Stanley of Preston to Lord Knutsford.

(Telegram.)

OTTAWA, 28th May, 1892.

My telegram of 25th April, private. I learn that a bill of same purport is being pressed through legislature just now. I hope that it will not be allowed to pass without reservation. It appears to me to be objectionable, both as being unfair and as being retroactive.

STANLEY.

No. 226.

Lord Knutsford to Lord Stanley of Preston.

(Telegram.)

30th MAY, 1892.

H. M. G. learn with satisfaction intelligence in your telegram of 27th May as to Newfoundland.

KNUTSFORD.

No. 227.

Lord Stanley of Preston to Sir Terence O'Brien.

(Telegram.)

OTTAWA, 30th May, 1892.

Sincerely glad that matters are on a better footing. We fully appreciate conciliatory attitude and reciprocate kind feeling. Could you now ascertain informally what their views are about a conference. It appears to me that it would be best held in London. One of our principal ministers will probably be there before long upon other business and you might prefer him to high commissioner. What would suit best as to time? On hearing from you I propose to telegraph secretary of state for the colonies. This telegram unofficial, but Dominion ministers would agree. Please show it to prime minister if you think fit.

STANLEY.

No. 228.

*Lord Knutsford to Lord Stanley of Preston.**(Telegram.)*

31st May, 1892.

Referring to your telegram of 28th May, following telegram sent to governor of Newfoundland, May 26th :—"Law officers of the crown advise as regards customs duties levied under section 13 of Revenue Act, 1891. Queen may be properly advised to allow retrospective provisions contained in your telegram of 27th April; as regards license fees under Bait Act, they advise under any pretence statutory or other authority for charging such fees ought to be sanctioned by retrospective legislation; if Revenue Bill amended accordingly you may assent to it." Section 13 of Newfoundland Act was adopted in 1885 in view of section 4 of Canada Customs Act of that year. I hope that negotiations about to be begun will result in modifications in sections of Canadian and Newfoundland Acts referred to. Despatch follows by mail.

KNUTSFORD.

No. 229.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 31st May, 1892.

Governor General, &c.

MY LORD,—I have the honour to acquaint you that her majesty's government have had under consideration your despatches and telegrams respecting the Revenue Bill which has been passed by the legislature of Newfoundland.

Her majesty's government have given their careful attention to the representations of your ministers on the subject of section 13 of this bill, which provides for the levying in certain circumstances of discriminating duties on Canadian goods, but they have ascertained that the same clause has been included in every Newfoundland Revenue Act since 1885, when it was inserted in view of the duty imposed by the Dominion Customs Act of that year on fish from Newfoundland and other countries.

Her majesty's government have therefore been unable to take so serious a step as to instruct the governor to reserve the bill on account of this provision, as urged by your ministers.

I venture to hope that during the negotiations with Newfoundland upon which your government are about to enter it may be found possible to arrange for the mutual withdrawal of the sections in the Canadian and Newfoundland Revenue Acts which have given rise to the present difficulty.

With regard to the retrospective provisions of the measure, as to the duties levied under the similar clause in the act of 1891 and the sums paid for license fees under the Bait Act in 1890, with a view to the full consideration of these provisions, I instructed the governor that unless they were accompanied by a suspending clause he must reserve the measure.

The question was then referred to the law officers of the crown, and they have reported that her majesty may be properly advised to assent to the legislation by retrospective legislation of the duties levied under section 13 of the Revenue Act of 1891, but that with respect to the sums charged for license fees under the Bait Act in 1890, as there was no statutory or other authority for charging such fees they ought not to be sanctioned by retroactive legislation.

I have, therefore, in accordance with this opinion informed the governor of Newfoundland that if the bill is amended by the omission of the retrospective provisions as to the bait license fees he may assent to it.

I have, &c.,

KNUTSFORD.

Newfoundland and Canada.

No. 230.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 6th June, 1892.

The committee of the privy council have had under consideration a confidential despatch, hereto attached, dated 26th March, 1892, from the right honourable the secretary of state for the colonies, acknowledging the receipt of a telegram from your excellency dated 15th March, 1892, stating the views of the Canadian government as to the manner in which the draft Newfoundland convention discriminates against Canada in favour of the United States.

The committee have had also under consideration the annexed report from the minister of marine and fisheries, to whom the despatch was referred in which they concur.

All of which is respectfully submitted.

JOHN J. MCGEE,
Clerk of the Privy Council.

[Enclosure 1 in No. 230.]

DEPARTMENT OF MARINE AND FISHERIES,
OTTAWA, 19th April, 1892.

To His Excellency the Governor-General in Council.

The undersigned has had under consideration the privy council reference no, 1122 h, 7th Ap., 1892.

It covers a confidential despatch from her majesty's principal secretary of state for the colonies, dated 26th March, which acknowledges the receipt of a telegram from your excellency dated 15th ultimo, stating in what manner the draft convention between Newfoundland and the United States discriminates against Canada in favour of the United States.

After quoting sections IV and V of this draft, referring to their meaning and stating that it was natural in an arrangement applying solely to the United States that goods imported only from that country should be mentioned, his lordship proceeds to argue that there is nothing in article IV to imply that Newfoundland will not extend to other countries the same scale of duties. Lord Knutsford is of opinion also that even if the convention had come into force, an act of the legislature of Newfoundland would be necessary to affect the rates of duty on imports.

He further points out that section 22 of the Newfoundland Tariff Act makes the reduction of duty on flour and pork, on the coming into force of the convention, of general application.

Your excellency's ministers are assured by his lordship that her majesty will not be advised to give assent to any legislation by Newfoundland discriminating directly against the products of the Dominion.

His lordship then, touching the draft convention, the treaty of 1818, and the act of 1819—while admitting that privileges in excess of those allowed under that treaty would be secured to United States' citizens—suggests that similar privileges were accorded United States' vessels by the Canadian government under licenses for a fee of \$1.50 per ton, and that so far as Canada was concerned, the draft convention would leave the treaty of 1818 absolutely unimpaired.

The undersigned, on the important feature of discrimination, would refer to a joint report of the honourable the minister of justice and himself, embodied in an approved minute of council of 12th December, 1890, and the minute of council of 29th January, 1891.

These reports discussed the discrimination involved in the draft convention while under discussion.

The opinion of your excellency's government was further expressed by an approved minute of council (no. 972 H.) embodying a report of the undersigned, dated 3rd March, 1892, upon a despatch from the governor of Newfoundland, dated 26th December, 1891, communicating a minute of the executive council, declining to take part in the submission of a case to the judicial committee of her majesty's privy council.

The undersigned now has the honour to submit that not only was discrimination contemplated by Newfoundland in favour of the United States of America against the Dominion of Canada, as indicated by sections 4 and 5 of the draft convention, but that to discriminate against Canada was, and is the intention of the government of Newfoundland, is the more clearly established by the fact that, at the time of the convention, the general duty on flour and pork was higher than the duty named in the draft convention.

It is of importance to note, in this connection, that, subsequently, the revenue bill transmitted by the governor of Newfoundland for royal assent expressly provided for such discrimination. One of the delegates from Newfoundland on the French Shore Question, and a member of the legislature of Newfoundland, informed the undersigned that this bill was returned to Newfoundland for amendment, and it was amended by the executive and not by the legislature, so that the general duties and those under the convention were made to appear the same.

From the above there would appear to be abundant evidence that so soon as the treaty is ratified the legislature of Newfoundland will be asked to raise the general duties, otherwise the effort of the United States to limit the duties on goods from that country is not easily understood.

The undersigned desires to invite your excellency's attention to the present discrimination under a substantially prohibitive tariff against Canada as indicative of the intention of the Newfoundland government in this direction.

To show that the interpretation of the proposed arrangement is correct, the undersigned refers to an article published in the *New York Tribune* of 13th November, 1890, a recognized organ of the administration of that country, as well as by the attempts on the part of the United States to introduce the principle of discrimination in the recent treaty with the West Indies.

The undersigned submits also, and it should not be forgotten, that independently of any treaty and apparently upon an informal and secret understanding, fishing vessels of the United States of America now, and since the negotiations, have been enjoying in the waters of Newfoundland privileges contrary to the provisions of the treaty of 1818, which are denied the fishing vessels of the Dominion of Canada, and to those of any other country except the vessels of the United States.

This particular feature of the case formed the subject of a special report to your excellency dated 4th March, 1892, embodied in an approved minute of council, (no. 368) to which attention is again directed.

While his lordship's assurance that "Her Majesty will not be advised to assent to any Newfoundland legislation discriminating directly against the products of the Dominion" is very gratifying, it is nevertheless the fact that the governor of Newfoundland annually approves of orders in council directly discriminatory and prohibitory to Canada, which are contrary to law, according to the law officers of the crown, and fiscal duties substantially prohibitory are at present being enforced in Newfoundland against goods from Canada.

The undersigned cannot refrain from reminding your excellency, in dealing with the draft treaty and the intention and purpose of the Newfoundland government, of the past assurances and broken pledges of that executive, and of the unfriendly treatment experienced by Canada at the hands of Newfoundland, your excellency's government is naturally apprehensive of any legislation which gives that colony the power to further discriminate against Canada. So that, if article IV of the convention may be construed as not implying that Newfoundland would refuse to others the scale of duties specified for articles from the United States, it certainly affords no guarantee upon which her majesty's government could rely that British interests would not be sacrificed to those of a foreign power.

Newfoundland and Canada.

The undersigned takes this opportunity to call your excellency's attention to an important feature of the draft convention, to which the Canadian government, it is true, has already objected, but which is not dealt with by Lord Knutsford.

Under the provisions of the convention, it is proposed, in substance, by the United States' government, to favour the goods of Newfoundland in preference to those of Canada.

This feature of discrimination is clear.

To this the Canadian government strongly objects. It involves a policy fraught with the gravest consequences in the consideration of imperial interests in British North America. It is practically an attempt to divide those interests which have hitherto been united.

It is in effect a proposal to buy most favoured treatment through a surrender on the part of Newfoundland of the most important rights acquired for British America as a whole by the convention of 1818.

The undersigned submits that the interest involved under this convention of 1818 concern neither Canada nor Newfoundland alone; but, affecting both, as they do, they concern Canada to a much greater degree than Newfoundland.

In the opinion of the undersigned a sanction of the draft convention amounts, in effect, to the destruction of important fishery clauses of the treaty of 1818.

The secretary of state of the United States may very properly seek the attainment of this end, but it is yet believed by your excellency's government that no government in Great Britain will aid him in the endeavour.

His lordship refers to the action of Canada in granting licenses to United States' fishing vessels under the terms of what was known as the *modus vivendi* of 1888.

Your excellency will observe that Canada is pursuing, in this regard, a policy highly endorsed by her majesty's government and in accordance with the understanding of her majesty's commissioners and a representative of the government of Newfoundland at Washington in 1888, and subsequently sanctioned by the legislatures of Newfoundland and Canada, and always by acts of parliament. In this arrangement Newfoundland co-operated with Canada, until it appeared possible to that colony that advantage could be gained for Newfoundland at the cost of Canadian interests.

It is not to be forgotten, moreover, that the licenses granted to United States' fishing vessels in Canadian waters preserve intact every provision of the treaty of 1818, since the limited privileges granted from year to year are sold at a rate of \$1.50 on each registered ton of the vessel whose owner takes out a license.

No discrimination in the United States or in Canada is obtained in exchange for this arrangement, and no interest of Newfoundland or of the British empire is impaired.

On the other hand it is now proposed by the draft convention, and contemporaneous action on the part of Newfoundland, to exclude Canadian vessels from the enjoyment of privileges which are to be given free for a term of years to vessels of the United States, and contrary to the provisions of the treaty of 1818.

The cases are not, therefore, it is submitted, analogous.

In conclusion, the undersigned remarks that the reference to imperial legislation in this connection was made in order to strengthen the position taken by Canada when claiming that the draft convention involved Canadian interests as well as those of Newfoundland, and it is submitted that the imperial parliament could and should protect these interests, which so much affect the prosperity and solidarity of the British empire.

The undersigned thoroughly agrees with Lord Knutsford in the manifest desirability of removing any misapprehensions as to matters of fact and intention, so as to leave the way open to a friendly settlement of the question at issue.

The undersigned recommends that a copy of this report, if approved, be forwarded to the right honourable the principal secretary of state for the colonies, for the information of her majesty's government.

Respectfully submitted,

CHARLES H. TUPPER,

Minister of Marine and Fisheries.

[Enclosure 2 in No. 230.]

(Despatch 26th March, 1892.)

(See No. 190, papers relating to Canada and Newfoundland. Session of 1892, page 183, 23c, d, e, f, and h.)

No. 231.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor General in Council on the 6th June, 1892.

The committee of the privy council have had under consideration a despatch dated 30th April, 1892, from the honourable the high commissioner for Canada, transmitting a copy of a letter with enclosures, received by him from the colonial office, respecting a statement made in the Newfoundland legislature as to what passed at an interview between the high commissioner and Mr. Blaine at Washington in 1891, also his reply thereto.

The minister of marine and fisheries, to whom the despatch was referred, observes that the high commissioner quotes the language used by him in the communication to the late prime minister of Canada in connection with his interviews at the conference at Washington during the year 1891.

The minister, in this connection, desires to call attention to the minute of council, dated 18th May, 1892, upon the same subject, which deals more fully with the statement as made in the Newfoundland legislature.

The committee, on the recommendation of the minister of marine and fisheries, advise that your excellency be moved to forward a copy hereof, together with copies of the despatch of the high commissioner, with its enclosure, to the governor of Newfoundland, for his information.

All of which is respectfully submitted.

JOHN J. MCGEE,
Clerk of the Privy Council.

[Enclosure 1 in No. 231.]

(See no. 202 preceding.)

[Enclosure 2 in No. 231.]

(See Enclosure no. 1 in no. 202 preceding.)

[Enclosure 3 in No. 231.]

(See Enclosure no. 2 in no. 202 preceding.)

[Enclosure 4 in No. 231.]

*(See Enclosure no. 3 in no. 202 preceding.)***No. 232.**

Lord Stanley of Preston to Sir Terence O'Brien.

OFFICE OF THE GOVERNOR-GENERAL'S SECRETARY,
OTTAWA, 11th June, 1892.

His Excellency Sir TERENCE O'BRIEN, K.C.M.G.

SIR,—With reference to your telegram of the 18th April last, dealing with a statement alleged to have been made by the leader of the opposition in the Newfoundland legislative assembly on the authority of Sir Charles Tupper, as to the intention of Newfoundland to exclude Canadians from bait privileges, I have the honour to forward herewith a copy of an approved minute of the privy council, 6th June, 1892, submitting copy of a despatch, with its enclosures, received from the high commissioner on this subject.

Newfoundland and Canada.

It will be observed that the high commissioner denies having made use of the statement attributed to him in your telegram, and quotes the exact language of his report to the late Sir John Macdonald, which would appear to have been misapprehended.

I have, &c.,
STANLEY OF PRESTON.

No. 233.

Lord Knutsford to Lord Stanley of Preston.

JUNE 17th, 1892.

We have reason to believe Newfoundland government prefer Canada to this country as meeting place for conference in relations with Canada. Your ministers should communicate with Newfoundland government as to best practical arrangements for meeting.

KNUTSFORD.

No. 234.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 21st June, 1892.

The Governor-General,
&c., &c., &c.

MY LORD,—I have the honour to acknowledge the receipt of your despatch no. 157 of the 19th May, forwarding copy of an approved minute of the privy council again urging that the case prepared by the Dominion government as to the legality of the action of the Newfoundland government in refusing to issue bait licenses to Canadian fishermen should be submitted to the judicial committee of the privy council.

Since the date of your lordship's despatch, a considerable change has taken place in the attitude of Newfoundland on this question, and her majesty's government hope that the friendly discussion of the matter between the two governments which is to take place will result in a permanent and satisfactory arrangement on this point. In these circumstances her majesty's government do not think it advisable at present to take the further steps indicated by your ministers.

I have, &c.,
KNUTSFORD.

No. 235.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 6th July, 1892.

Governor General,
The Right Honourable Lord Stanley of Preston, G.C.B.

MY LORD,—With reference to my telegram of the 31st May, I have the honour to acquaint you, that although I have felt unable to authorize the governor of Newfoundland to issue a proclamation bringing into force the section of the Newfoundland Revenue Act, which sanctions the collection of the bait license fees imposed during 1890, I am strongly of opinion that as the government of that colony have now adopted a more friendly attitude towards Canada, it would be a graceful act on the part of your ministers and in accordance with the spirit of the *modus vivendi* agreed upon between the two governments, if they were to withdraw the actions which it is understood they have brought for the recovery of the sums paid for these license fees.

There is still, unfortunately, considerable feeling against Canada existing in Newfoundland, and this cannot fail to be intensified should these actions be pressed, and thus the good hopes which her majesty's government have entertained of establishing the relation of the two colonies on a permanent and satisfactory footing might be seriously imperilled.

The sums paid do not amount to much in the aggregate, and the persons who have paid them have no doubt long since written them off, so that little hardship would be entailed on individuals by the withdrawal of the actions, and I am confident that the forbearance of your government to press their claims in this matter would be highly appreciated in Newfoundland, while it would certainly be viewed with satisfaction by her majesty's government.

I have, &c.,
KNUTSFORD.

No. 236.

Sir F. B. T. Carter to Lord Stanley of Preston.

The Governor-General, &c., &c., &c.

GOVERNMENT HOUSE, ST. JOHN'S, 12th July, 1892.

MY LORD,—With reference to your lordship's despatch of the 11th June last, respecting a statement alleged to have been made by Sir Charles Tupper in relation to the exclusion of Canadians from British privileges within this colony, I have the honour to state that I have submitted your lordship's despatch, with enclosures, to the executive council.

I have, &c.,
F. B. T. CARTER, *Administrator.*

No. 237.

The Marquis of Ripon to Lord Stanley of Preston.

His Excellency
The Lord Stanley of Preston.

DOWNING STREET, 26th August 1892.

MY LORD,—I have the honour to acknowledge the receipt of your despatch of the 30th of June, forwarding a copy of an approved minute of the privy council dealing with the question of discrimination between Newfoundland and the United States.

In reply I have to acquaint you, for the information of your ministers, that I must not be supposed to assent to the contentions raised in this minute, as they have already been dealt with in previous communications. I do not think it necessary to discuss them further.

I would observe, however, that there would appear to have been some misunderstanding between the minister of marine and fisheries and one of the delegates from Newfoundland respecting the mode of enacting the Newfoundland Revenue Bill of 1891.

That measure was received in this department from the colony exactly in the form in which it now stands amongst the statutes of the colony; it was not returned to Newfoundland for amendment, and it will be seen from the Journals of the Newfoundland legislature of the 4th of May, 1891, that the amendment in question was made in the usual manner by the legislature.

I have, &c.

RIPON.

Newfoundland and Canada.

No. 238.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 12th September, 1892.

The committee of the privy council have had under consideration a despatch, dated 6th July, 1892, from the right honourable the principal secretary of state for the colonies, advising of the inability of her majesty's government to authorize the government of Newfoundland to issue a proclamation bringing into force the section of the Newfoundland Revenue Act which sanctions the collection of the bait license fees imposed during 1890.

The minister of marine and fisheries, to whom the despatch was referred, observes that his lordship the secretary of state for the colonies expresses himself as strongly of the opinion that, under the changed condition of affairs between the colony of Newfoundland and the dominion of Canada, it would be a graceful act on the part of the Canadian government, and in accordance with the spirit of the *modus vivendi* agreed upon, if they were to withdraw the actions brought for the recovery of the sums paid for such license fees.

The minister further observes that it is said that the sums paid do not, in the aggregate, amount to much, and the persons who have paid them have no doubt long since written them off, and that little hardship would be entailed by the withdrawal of the actions, while it would be appreciated by Newfoundland, and be viewed with satisfaction by her majesty's government.

The minister suggests that, in his view, according to the understanding under which proceedings were instituted, the Canadian government would seem to be under a moral obligation to the litigants to carry on these suits, if possible, to a successful termination, nor could the claimants be asked to forego their demands unless Canada were prepared to assume the liability of Newfoundland. However small the amounts, the claimants are for the most part ill able to afford their loss, and the minister does not conceive that the hope of establishing good relations with Newfoundland, would be seriously impaired by insistence on what Canada is advised is a just and legal claim, inasmuch as it is not to be presumed that the government of Newfoundland would desire to retain any amount which might be found by the proper tribunal to have been exacted without the authority of the law.

The minister, with every desire to promote good feeling between Canada and Newfoundland, and to co-operate with her majesty's government in the maintenance of the most cordial and fraternal relations, is unable to recommend that the suits in question be abandoned.

The committee, concurring in the above, advise that your excellency be moved to forward a copy of this report, if approved, to the right honourable the principal secretary of state for the colonies, for the information of her majesty's government.

All of which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,

Clerk of the Privy Council.

No. 239.

Administrator of Newfoundland to Lord Stanley of Preston.

ST. JOHN'S, NEWFOUNDLAND, 15th Sept., 1892.

Am requested by my responsible advisers to enquire of Y. L. earliest possible date at which it will be convenient for a deputation of Canadian government to meet delegation from this colony at Halifax to discuss fishery question and other questions of difference between the two governments.

ADMINISTRATOR.

No. 240.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor-General in Council on the 23rd September, 1892.

The committee of the privy council have had before them a telegram from the administrator of the government of Newfoundland to your excellency, dated the 15th September, 1892, hereto attached.

The committee advise that your excellency be moved to inform the administrator, by telegraph, that a deputation from the Canadian government can meet a delegation from the government of Newfoundland at Halifax to discuss the fishery question and other questions between Newfoundland and the Dominion, any time after the tenth day of October next.

The committee further advise that the government of Newfoundland be invited to name a day subsequent to the tenth of October, on which it would be convenient for their delegates to meet a Canadian delegation.

JOHN J. MCGEE,
Clerk, Privy Council.

No. 241.

REPORT of a Committee of the Honourable the Privy Council approved by His Excellency the Governor-General in Council on the 23rd September, 1892.

The committee of the privy council beg to recommend to your excellency that the minister of militia and defence, the minister of customs, and the minister of marine and fisheries, be appointed a deputation to meet and confer with certain delegates from the government of Newfoundland upon the fishery question and other questions between the two governments.

JOHN J. MCGEE,
Clerk, Privy Council.

No 242.

Sir Terence O'Brien to Lord Stanley of Preston.

ST. JOHN'S, NEWFOUNDLAND, 25th October, 1892.

MY LORD,—Referring to my telegram of October 22nd, delegation from Newfoundland purpose leaving on November 2nd by Allan mail steamer.

O'BRIEN.

No. 243.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 29th October, 1892.

The committee of the privy council have had before them a despatch, hereto attached, dated 20th June, 1892, from the administrator of the government of Newfoundland, advising that his government still decline to consider the claim of Mr. Henry Dicks for the restoration of his schooner "Hattie," which was seized by the Newfoundland officials, and for a refund of customs duties claimed to have been illegally collected from him, and also a report thereon, hereto attached, dated 19th August, 1892, from the minister of marine and fisheries, to whom the above mentioned despatch was referred, in which it is recommended that the despatch in question be referred to the minister of justice for his consideration of the steps which may be taken in this case.

Newfoundland and Canada.

The minister of justice recommends that the claim in question and all papers in connection therewith—minute of council of 31st December, 1890, no. 2840 ; minute of council of 26th January, 1891, no. 145, 1891 ; and minute of council of 26th March, 1892, no. 560H—be referred to those members of your excellency's council, who are about to confer with commissioners from the government of Newfoundland in respect to divers matters in difference between that colony and Canada, with a view to their obtaining proper settlement, and in the event of no such settlement being effected, that the papers be again referred to the minister of marine and fisheries in order that the whole matter may be brought to the attention of her majesty's government.

The committee submit the above recommendation for your excellency's approval.

JOHN J. MCGEE,
Clerk of the Privy Council.

[Enclosure 1 in No. 243.]

DEPARTMENT OF MARINE AND FISHERIES, CANADA,
OTTAWA, 19th August, 1892.

To His Excellency
The Governor General in Council.

On reference, no. 1289H, from the privy council, dated 14th ultimo, covering copy of a despatch of the 20th June last, from the administrator of the government of Newfoundland stating that his ministers still decline to consider the claim of Mr. Henry Dicks, for the restoration of his schooner "Hattie," which was seized by the Newfoundland officials, and for the refund of customs duties claimed to have been illegally collected from him, the undersigned has the honour to recommend that the despatch be now referred to the honourable the minister of justice for his consideration of the steps which may be taken in this case.

Respectfully submitted,
CHARLES H. TUPPER,
Minister of Marine and Fisheries.

[Enclosure 2 in No. 243.]

Administrator to Governor-General.

GOVERNMENT HOUSE, ST. JOHN'S, 20th June, 1892.

The Right Honourable
The Lord Stanley of Preston,
&c., &c., &c.

MY LORD,—In answer to your lordship's despatch of the 30th March last, forwarding an approved minute of the privy council with reference to the case of Mr. Henry Dicks, I have the honour to inform your lordship that my ministers still decline to consider the claim.

I have, &c.,
F. B. T. CARTER,
Administrator.

[Enclosure 3 in No. 243.]

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council,
approved by His Excellency the Governor-General in Council on the 26th March, 1892.

The committee of the privy council have had under consideration a despatch (hereto attached), dated 10th April, 1891, from the governor of Newfoundland communicating

a letter from his colonial secretary, dated 9th April, 1891, in answer to a minute of council of the 31st December, 1890, recommending that the attention of the Newfoundland government be called to a claim on behalf of Mr. Henry Dicks, owner of the schooner "Hattie," of Charlottetown.

The minister of marine and fisheries, to whom the despatch was referred, observes that in the despatch it is stated that the government of Newfoundland considered that there were no grounds for the claim set up by Mr. Dicks, as if he did suffer loss it was upon a breach of the local laws.

The minister further observes that the minute of council above referred to fully sets out that the claim in question, amounting to \$2,000, was preferred by reason of the treatment received at the hands of the Newfoundland authorities in connection with the Bait Act, and it was also pointed out that throughout the whole transaction there appeared to be every disposition on the part of Mr. Dicks to comply with the requirements of the local laws.

The minister, in view of the answer returned by the Newfoundland government in this connection, recommends that your excellency be moved to inquire of the governor of Newfoundland whether his government is ready to afford an opportunity for Capt. Dicks to substantiate his claim by proof.

The committee advise that your excellency be moved to forward a copy of this minute to his excellency the governor of Newfoundland.

All of which is respectfully submitted for your excellency's approval.

JOHN J. MCGEE,

Clerk, Privy Council.

No. 244.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor-General in Council on the 29th October, 1892.

The committee of the privy council beg to recommend to your excellency that the minister of justice be appointed a member of the deputation to meet and confer with certain delegates from the government of Newfoundland upon the fishery question and other questions between the two governments, in the room of the minister of marine and fisheries, who is obliged to proceed to England on official business.

JOHN J. MCGEE,

Clerk, Privy Council.

No. 245.

Sir T. O'Brien to Lord Stanley of Preston.

ST. JOHN'S, NEWFOUNDLAND, 5th Nov., 1892.

Mail steamer arrived this morning. Delegates will start to-night.

O'BRIEN.

No. 246.

REPORT of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 9th December, 1892.

The committee of the privy council, on the recommendation of Sir John Thompson, K.C.M.G., submit the accompanying copy of the proceedings of the conference recently held at Halifax between delegates from the governments of Canada and Newfoundland, for your excellency's information.

JOHN J. MCGEE,

Clerk of the Privy Council.

Newfoundland and Canada.

To His Excellency the Governor-General in Council :

Pursuant to arrangement, delegates representing the governments of Canada and Newfoundland respectively, met in the legislative council chamber at Halifax on the 9th November, 1892, at 11 o'clock.

There were present, the honourable Mackenzie Bowell, honourable J. A. Chapleau and honourable Sir John Thompson, K.C.M.G., representing the government of Canada, and the honourable Sir William Whiteway, K.C.M.G., honourable A. W. Harvey and honourable Robert Bond, representing the government of Newfoundland.

The delegates thereupon filed their credentials (see appendices 1, 2, 3 and 4).

The conference was organized by the selection of Sir William Whiteway as chairman, and Mr. Douglas Stewart, of the department of justice, Ottawa, as secretary.

It was agreed that the following subjects should be considered by the conference :—

(1.) The convention between Newfoundland and the United States, known as the Bond-Blaine convention.

(2.) The bait question.

(3.) The imposition of a tariff on Newfoundland fish by the Canadian government, and the tariff of Newfoundland on Canadian products.

(4.) The boundary between Canadian Labrador and Newfoundland, and collection of duties at Labrador.

(5.) The status of Newfoundland fishermen on the coast of Canadian Labrador, and the status of Canadian fishermen on the coast of Newfoundland.

(6.) The fees collected from United States vessels under the *modus vivendi*, for licenses in 1888, and succeeding years.

It was understood that the conclusions which might be arrived at by the conference should be *ad referendum* to the respective governments.

It was agreed that the sessions of the conference should begin at 10 o'clock a.m. and 3 o'clock p.m. each day until the conference should conclude.

LABRADOR.

The question of the Labrador boundary was first considered.

Mr. Bowell explained that the present grievance was one more particularly relating to customs exactions than one in connection with location of the boundary. While minister of customs, his attention had been called to the report of Lieut. Gordon, R.N., in which it was stated that traders who supplied the coast of Labrador, and who usually made Rigoulette their first port of call, were required by the Newfoundland customs officials to make entry there, and pay duty on the full cargo, although a portion of the cargo was intended for consumption on Canadian territory. This system was said to apply more particularly to supplies for the Labrador coast in the vicinity of Ungava Bay.

Sir William Whiteway said that it seemed to him that the Newfoundland customs officials would only exact duty upon such goods as might be reported for entry at the port in Newfoundland territory to which they might be consigned—that this was more of a matter between the traders or importers and the customs officials, than one for the consideration of the respective governments. He pointed out that the Canadian government had full power to exact customs duties on all goods entering their territory at Ungava Bay or elsewhere, even though they had previously paid duty at Rigoulette, and that the customs officer at Rigoulette had no instructions to exact duties on goods other than those entered for consumption in Newfoundland territory.

Mr. Harvey stated that he had never heard of the grievance before, and that he was quite sure that the customs officer on the coast of Labrador had no authority to act in the manner which had been alleged.

Mr. Bond repudiated any desire on the part of the Newfoundland government to permit such a practice.

Mr. Bowell replied that while it was satisfactory to learn that no instructions had been given by the Newfoundland government to its officers to collect customs duties

upon goods, the ultimate destiny of which was for consumption in Canada, it was important to know whether such duties had been collected and passed to the credit of the Newfoundland revenue. It would be seen by reference to the reports of Lieut. Gordon, of 1884 and 1886, that this had been done, whether through error on the part of Newfoundland customs officials or not, was not known. In confirmation of what he had said, he might mention the fact that Mr. Parmelee, commissioner of customs of Canada, had, during the past summer, visited some of the Hudson Bay posts, on the shores of James' Bay, and had, on inquiry, learned from Hudson's Bay officers, that duties had been paid by the company to Newfoundland officers upon goods destined to that portion of the Dominion on the shores of Ungava Bay, from which place they were distributed for trading purposes in the interior of that portion of Canada. If this were the case, and there did not seem to be any doubt of it, the practice should not be continued, whatever might be done in relation to such moneys as had been so collected in the past. He was scarcely prepared to accept the proposition laid down by Sir William Whiteway, that this was more of a matter between the "traders or importers and the customs officials than for the consideration of the respective governments." If duties had been improperly collected by the customs officials of either government, upon goods which were for consumption in the territory of another country, it was clearly a question of consideration for those governments interested, and not for the trader or official. Such powers could never be recognized as existing in an officer of any government.

Mr. Chapleau added that the Hudson's Bay officers had informed Mr. Parmelee that the Newfoundland customs officers had collected duties at Rigoulette upon goods which were known to be for consumption in Canadian territory in the neighbourhood of Ungava Bay.

The question was allowed to stand over, pending further information as to the actual practice in the past, at the Newfoundland ports referred to, and the value and quantity of goods which were so entered, if any, destined for consumption in Canada, it being agreed by the delegates from both countries, that if irregularities of the character under discussion had occurred, it was a matter of administration solely, and would be so disposed of.

With reference to the boundary question, Sir William Whiteway said that the delimitation was marked on a map which had been published, he understood, by authority of the Canadian government, and was now in the colonial secretary's office in St. John's, and which was quite acceptable to him as showing the true boundary.

Mr. Harvey stated that he had never doubted but that the delimitation, as shown on the map referred to, was final.

Sir John Thompson explained that the map was merely a possible boundary suggested by the geographer of the department of the interior at Ottawa. That the government of Canada had understood that the question of boundary was yet undecided.

The question of the boundary in Labrador was further discussed for some time, and an examination was made of three different maps, in which different boundaries are shown, none of which, Sir William Whiteway said, was the map referred to by him.

THE BAIT QUESTION.

The bait question was then introduced by Mr. Harvey, who stated that he was, to a great extent, the author of the bill, and was a member of the committee which finally prepared it. He explained that, at the time the statute was adopted, it was not intended that fishermen of Canada should be treated differently from those of Newfoundland, but that the rights of fishermen of Newfoundland or of Canada to obtain licenses was in neither case guaranteed.

THE BOND-BLAINE CONVENTION.

Sir William Whiteway suggested that it would, he thought, be desirable that the Canadian delegates should make a statement to the conference of the reasons which induced the Canadian government to protest the ratification of what was known as the Bond-Blaine convention.

Newfoundland and Canada.

Sir John Thompson reviewed the history of previous negotiations affecting the relations of the provinces of British North America with the United States, and pointed out that in the Reciprocity Treaty of 1854 (although the maritime provinces of British North America were not represented in the negotiations), they (Newfoundland included) were given an opportunity to avail themselves of the provisions of that treaty. Again, in 1871, when the Washington Treaty was effected, it contained a similar provision in favour of Newfoundland, although Newfoundland was not represented. When an agreement was made with the administration of the United States in 1888, Newfoundland's interests were protected. Her government was consulted at the various stages of the negotiations and a provision was inserted requiring the consent of the legislature of the colony. The practice had been from the earliest times, as regards negotiations between the imperial government and foreign countries, that the interests of all her British North American colonies should be considered together, not only as regards fisheries matters, but also regarding matters affecting trade relations.

The negotiations between Mr. Blaine and Mr. Bond were well advanced before the Canadian government had become aware of them, as it first did through the press. Afterwards an intimation came from the British minister at Washington that the convention was on the point of being concluded. Canada had no opportunity of being heard, and when she asked for the option to be included in any convention which might be made, Mr. Blaine intimated that he would negotiate for a wider treaty with Canada. He then reviewed the negotiations on the part of Canada, in conformity with Mr. Blaine's suggestion for a "wider arrangement." Negotiations had been entered upon by Canada, and it was found that the "wider" arrangement would involve conditions which it would be impossible to accept. No arrangement, in short, could be effected without discrimination against Great Britain—the practical adoption of the United States tariff—and the imposition of fiscal conditions which would practically give the United States the fixing of a tariff for Canada. He pointed out that the Bond-Blaine convention would result in a discrimination against Canada, and that it was accompanied by restrictions of the rights and privileges which her fishermen had previously enjoyed and which were not imposed on United States fishermen. He suggested that the following principles should be assented to:—

(1.) That Canada as well as Newfoundland should have the right to take part in such, or any negotiations which would affect the interests of both countries.

(2.) That at the very least, no convention should be concluded which both countries should not have the option to avail themselves of.

He quoted an address of the legislature of Newfoundland passed in 1852, asserting these principles in relation to the negotiations for the treaty of 1854. He also referred to the decision of her majesty's government to the like purport when steps were being taken to effect a separate arrangement with Prince Edward Island.

The efforts to obtain a fair arrangement with the United States were only relaxed when it was found that the conditions imposed would sow the seeds of imperial disintegration; and he thought that any separate arrangement such as the Bond-Blaine convention, would divide the hitherto united interests of British American dependencies.

He referred to the fact that the convention would accord to the United States fishermen privileges in Newfoundland which were denied by the treaty of 1818, and that any abrogation of the provisions of that treaty would seriously affect Canadian fishermen. The latter would therefore suffer from the discrimination before referred to, and from the loss of the benefits of the treaty of 1818.

Sir William Whiteway asked the Canadian delegates whether, supposing for the sake of argument, a limited time was fixed to afford an opportunity for Canada to negotiate with the United States, and those negotiations becoming futile, they would persist in their protest against the completion of the Bond-Blaine convention? In suggesting this question, he observed that if correct, as contended, and no doubt it was so, that the articles which under that convention would be admitted free to the United States from Newfoundland, it would be advantageous to Canada to have admitted free from there also, then if Canada could not obtain the concessions and Newfoundland could do so,

would it not be beneficial to the empire as a whole, if a part could obtain the privilege, although the whole could not? Was it an evidence of friendliness for Canada to object to Newfoundland to be benefited because Canada could not? He then went on to argue that the opening up of a new market in the United States for Newfoundland fish would indirectly be beneficial to Canada in withdrawing the fish sent to the United States from other markets.

A discussion then followed as to the articles enumerated in the convention, and the question of crude minerals having been mentioned, Mr. Bond stated, that although it was not stipulated in the draft convention submitted to Sir Julian Pauncefote by Mr. Blaine, it was thoroughly understood that crude minerals should be admitted in the event of a resolution of approval being adopted by the Boston chamber of commerce. This resolution of approval had been adopted, and he (Mr. Bond) had communicated such to Sir Julian Pauncefote and suggested the insertion of the words.

Sir William Whiteway, reviewing concisely the position of Newfoundland, her fisheries, and the disabilities under which she laboured, consequent upon the French Treaty question, repeated his question and asked, whether in view of all the circumstances, in the event of Canada failing to secure a reciprocal arrangement for herself within a given time, she would persist in her refusal to acquiesce in a convention secured by Newfoundland?

Sir John Thompson thought that the Canadian delegates should hardly be asked to make a pledge in advance. It would be only fair to see what the grounds might be on which equal arrangements would be refused to Canada, assuming that they were to be refused. If they were refused on the ground of Canada's fidelity to the interests of the empire, Canada could not be blamed for asking that the protection of her majesty's government should still be extended to her people against a convention which would injure their interests.

Sir William Whiteway contended that Canada would not be injured, but Newfoundland would be benefited by the Bond-Blaine convention.

Mr. Harvey reviewed the circumstances which led up to the Bond-Blaine convention.

He stated that in all previous negotiations, more particularly those of 1854, 1871 and 1888, Newfoundland was not represented. That while it was true that she was given the option of becoming a party to such arrangements as had been effected, yet it was equally true that her interests had been sacrificed in each case. That she had watched with interest the negotiations made in 1888 between Canada and the United States, and attributed their failure, not to diverse trade interests, so much as to other questions in dispute between the two countries. He considered that the failure of 1888 was due almost entirely to the irritated state of public feeling in the United States with reference to such questions as the "Canal Tolls" and "Behring Sea" difficulty.

In view of this it was thought desirable by the government of Newfoundland to enter into negotiations on her own account. With this in view she made application and eventually received the consent of the imperial government to enter upon such negotiations. The result of these negotiations was entirely satisfactory to the government of Newfoundland, and, as he believed, not inimical to the interests of Canada. He considered it rather unjustifiable on the part of the Canadian government that they should refuse to allow Newfoundland to profit by these privileges simply because Canada could not participate.

He lucidly pointed out the peculiar position in which Newfoundland was placed on account of the fact that she had only one great industry. That her chief industry had been crippled by the aggressiveness of the French, in asserting their alleged rights, which had virtually driven Newfoundland fish from the markets of Europe. He submitted that Canada did not afford any market, at present, for the products of Newfoundland, the herring trade with the province of Quebec having been crowded out by the development of the frozen fish trade of the maritime provinces of Canada. In this extremity, Newfoundland had looked to the almost unlimited markets of the United States and had met with a very satisfactory response. He referred to this as corroborating his previously expressed opinion that the United States was not unwilling

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to enter into reciprocal arrangements with British colonies with which no outside vexed questions were pending. He referred to Sir John Thompson's statement that, in the traditions regarding the treatment of the fisheries in British North America, they had always been considered the property of the empire and not the property of the provinces to which they were adjacent. In this connection he pointed out that this usage had first been violated by Canada, when, in 1885, she adopted a statute which gave authority to levy duty upon fish imported from Newfoundland, while Canadians had the undisputed right to fish in all Newfoundland waters and take the fish there caught by them into the Dominion without payment of duties. In view of this fact, he contended that it hardly became Canada to attribute to Newfoundland a violation of the traditional usage. He appealed to the Canadian delegates to act with justice and generosity, and to endeavour to appreciate the peculiar position in which Newfoundland is at present placed.

Sir John Thompson replied that, while it was true that the statute of 1885 applied to all countries, including Newfoundland, it was not to be forgotten that that act had not been put into operation until after the "Bait Act" had been adopted by the legislature of Newfoundland, and in fact, not until after the Bond-Blaine convention had been negotiated. He considered this a sufficient answer to the suggestion of Mr. Harvey that Canada had taken the first step towards the violation of the long-established usage referred to.

Mr. Bond handed in the following returns presented by the customs department of Newfoundland, being from the 1st January to 31st December in each respective year :—

Calendar Years.	Imports from Canada.	Imports from United States.	Exports to Canada.	Exports to United States.
	\$	\$	\$	\$
1882.....	2,126,840	2,214,733	404,090	308,722
1883.....	2,340,138	2,839,302	397,176	589,673
1884.....	2,150,016	2,145,928	332,675	291,137
1885.....	2,040,547	1,955,278	231,173	196,796
1886.....	1,937,605	1,671,810	195,245	288,453
1887.....	1,986,229	1,337,322	312,084	258,057
1888.....	2,041,144	1,602,138	482,497	327,925
1889.....	2,076,258	1,615,143	489,367	485,202
1890.....	2,423,319	1,247,754	631,104	452,100
1891.....	2,499,945	1,526,674	794,844	580,577

Mr. Chapleau presented detailed returns of the trade between Canada and Newfoundland during the last five years, as shown by the Canadian trade returns. The following is a recapitulated summary :—

IMPORTS FROM NEWFOUNDLAND.

Fiscal Year.	Total Imports.	Total Free Goods.	Total Dutiable.	Entered for Home Consumption.	Duty collected.
	\$	\$	\$	\$	\$
1888.....	426,769	396,480	30,289	421,599	3,211
1889.....	488,874	484,623	4,251	488,050	1,087
1890.....	470,362	460,545	9,817	469,639	3,386
1891.....	751,121	736,724	14,397	751,003	3,452
1892.....	925,056	698,104	226,952	753,249	4,191

EXPORTS TO NEWFOUNDLAND.

Fiscal Year.	Total Exports.	Produce of Canada.	Not the Produce of Canada.
	\$	\$	\$
1888.....	1,523,827	1,422,802	101,025
1889.....	1,303,335	1,147,681	155,654
1890.....	1,185,739	982,154	203,585
1891.....	1,467,908	1,312,621	155,287
1892.....	1,750,714	1,533,607	217,107

He pointed out that the trade between Newfoundland and Canada was of no mean importance, and was in the aggregate nearly equal to that carried on between Newfoundland and the United States. He impressed upon the Newfoundland delegates the friendly spirit which had always been evinced by Canada as illustrated by the fact that, although the Customs Act empowered the Canadian government to collect duties on fish imported from Newfoundland, its provisions had been held in suspense, so far as that colony was concerned, with the exception of two or three months, when through the irritation of the Bait Act it had been allowed to go into operation.

• Mr. Harvey explained that the amount of Newfoundland fish which appeared as "Entered for home consumption" in the Canadian trade returns, was misleading. Almost the whole of this fish was transhipped from Canadian ports to other countries, and was merely entered at the customs to avoid the cost and trouble of warehousing. As to the duty not having been exacted, though enacted on Newfoundland fish in 1885, the Newfoundland government, at his (Mr. Harvey's) suggestion, immediately on learning of the imposition of duty on Newfoundland fish, inserted a clause in their tariff imposing a heavy differential duty on articles coming from any country, which possessed the right to use Newfoundland fisheries, and still impose a duty on fishery products when exported from the island. This automatic clause caused the merchants and millers of Canada to bring such pressure to bear on their government that the duties were not exacted on Newfoundland fish.

Mr. Bowell pointed out that the Trade and Navigation Returns of Canada did not bear out that statement. These returns showed clearly the quantity of fish imported from Newfoundland and entered for home consumption in Canada, and also the quantity imported from the same colony and subsequently exported. Entries would not be made as indicated by Mr. Harvey. If an entry were made for immediate exportation, it would be so entered in the customs returns. The trade in Newfoundland fish, particularly herring, was of much greater importance than indicated by Mr. Harvey. He then explained how these statistics were kept, contending that they were in the main correct, and that if any errors existed, it would be in the omission by the officials in entering the full quantity imported.

A desultory discussion followed, after which the conference adjourned until Thursday, at 10 o'clock a.m.

W. V. WHITEWAY, *Chairman.*

R. BOND.

A. W. HARVEY.

M. BOWELL,

J. A. CHAPLEAU.

JOHN S. D. THOMPSON.

DOUGLAS STEWART, *Secretary.*

THURSDAY, 10th November, 1892.

Conference resumed at 10 o'clock, all the delegates being present.

THE BOND-BLAINE CONVENTION.

Consideration of the Bond-Blaine convention was continued.

Mr. Bond discussed the points referred to by Sir John Thompson during the previous day's proceedings and dwelt particularly on the suggestion made, that in all

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negotiations affecting the interests of the British North American colonies, all those dependencies should be consulted. He referred to the manner in which Newfoundland interests had been sacrificed or neglected, during the progress of previous negotiations, and traced the various measures adopted by Newfoundland, in her endeavours to secure the right to negotiate for herself with regard to trade and fishery matters. He considered that Sir John Thompson's contention with regard to joint negotiations was fully answered by the fact that, although Canada had participated in various negotiations from time to time, Newfoundland had never been asked or invited to have her interests represented. He traced the various steps taken by Newfoundland to secure a right to be heard in her own interests, and the consent eventually given by the imperial government in 1890, which resulted in the Bond-Blaine convention. These efforts to obtain the right to negotiate, as well as the various steps in connection with the convention under discussion, had, he submitted, been properly and regularly taken, as would appear by the despatches in connection therewith, which were on file in the colonial office. The negotiations for a separate treaty extended over a lengthened period, and it was to be presumed that the Canadian government had been advised of the same by the imperial government.

He proceeded to discuss the points at issue and the contentions of Sir John Thompson with regard to the discriminatory effect on Canada. When negotiating the convention he had distinctly assured Mr. Blaine that no discrimination, would, nor could be attempted by his government as regards Canada. He referred to the lower tariff suggested on flour and pork, and stated that the changes in the tariff could only be consummated by a revision of the Customs Act, which revision must necessarily be subject to the royal assent. He presumed that this assent would not be given if it should be found that the changes involved a discrimination against other British dependencies. This, he considered, was sufficient protection to Canadian interests. He fully concurred in Sir John Thompson's contention that the rights of a colony could not be so well protected by indirect representation as if directly represented during negotiations. In this connection he submitted that Canada had not acted on that principle during the negotiations of 1888. While it was true that Sir James Winter had been consulted with regard to these negotiations, it was equally true that he had never been accorded an opportunity to appear before the plenipotentiaries, and that as a result important interests of Newfoundland were overlooked. Referring to the suggestion that Canada should have been included in any negotiations with Newfoundland, he said Newfoundland had never objected to Canada being included in such. He pointed out that no such objection had been made on the part of Canada to the negotiations until after it had been publicly announced that the negotiations were successful. He closed by distinctly asserting that the convention did not involve any discrimination against Canada, nor did it involve a lowering of the duties exacted, generally, from United States products. With the exception of the articles he had mentioned, flour and pork, his specification of the duties to be exacted on United States products was merely a guarantee that those duties should not be increased during the term of the convention, and he repeated the opinion expressed by his colleagues, that Canada had no right to protest against an arrangement merely on the grounds that it gave to Newfoundland advantages which Canada had repeatedly attempted to obtain in vain. He could not imagine that it would be seriously contended, now that it had been found impossible for Canada to conclude an arrangement with the United States for reciprocal trade, that any injustice was done by the endeavour on the part of Newfoundland to obtain the ratification of the Bond-Blaine convention. In reply to a question put by Sir William Whiteway, he understood Sir John Thompson to say that if the United States continued to exhibit illwill towards the Dominion, or ventured to carry out the threats of retaliation which had been made, the Dominion government would have to persist in her opposition to the Newfoundland convention. He pointed out the great injustice of such a position, contending that it was tantamount to a declaration that Newfoundland must suffer for acts committed by the United States and for which Newfoundland was in no way responsible. He hoped that he had misunderstood Sir John Thompson's point.

Mr. Chapeau asked the Newfoundland delegates whether they questioned the right of Canada to appeal to the imperial authorities for protection in trade negotiations in which they considered their interests were being prejudiced.

Mr. Harvey would not go so far as to deny the right of Canada to protest, but what he objected to was that she should persist in her protest in view of the explanations and reasonable assurances which had been given.

Mr. Chapeau asked if it was to be understood that the convention did not involve any disadvantage to any of the provinces of British North America, and if the delegates from Newfoundland were prepared to give assurances that under no circumstances should such discrimination be made?

Mr. Bond, "certainly." He thought it should be remembered in considering this question that for many years Canada had obtained from the United States certain concessions under treaty in return for privileges, which Newfoundland alone could furnish. He referred to the bait privileges. Up to last year it was believed by the United States that Canada was able to supply her fishermen with all the bait they required. This idea had been exploded by the enforcement of the Bait Act against Canadian fishermen last year, for it was then clearly demonstrated that Canada had not a sufficiency of bait to meet her own requirements, and that Newfoundland held the key of the position as regards the Canadian, the United States and French bank fishing. He took the position that, if Canada desired in future to obtain concessions from the United States in exchange for privileges which it was now evident that Newfoundland could alone confer, it was another reason why the colony should demand and expect the withdrawal of Canada's protest.

Mr. Bowell pointed out that the provisions of the proposed treaty did not, in his opinion, bear out the interpretation put upon it by Mr. Bond. There was a distinct provision in the convention that flour and other articles, the product of the United States, should be admitted into Newfoundland at a lower rate of duty than that charged upon the same articles when imported from other countries. He could find no provision giving the same advantages to Canada. On the contrary, the Americans had stipulated that in the case of a reduction of duty on these articles when imported from other countries, a like reduction should be made on the articles mentioned in the treaty, when imported from the United States, which seemed to imply that the same difference in duty in favour of the United States should be continued during the existence of the treaty, if ratified. He could not conceive it possible that Great Britain would refuse to give her consent to a tariff act, as suggested by Mr. Bond, passed by the Newfoundland legislature, to give effect to a treaty which had been ratified with her consent, nor would Canada ask her to do so after consenting to the ratification of the treaty. He believed Mr. Blaine intended, when he accepted the wording of that paragraph, that a discrimination against Canada should be secured, and he misunderstood the American character if they would allow any changes to be made in the wording of the proposed treaty, such as had been intimated by Mr. Bond.

Mr. Bond said that granting for the sake of argument Mr. Bowell's contention was correct, it must be remembered that Newfoundland had given the most positive assurances to the imperial government and to Canada of its willingness to take such steps as might be deemed necessary to assure that there would be no discrimination against Canadian products.

Sir William Whiteway repeated his question asked yesterday, whether, in the event of Canadian negotiations with the United States proving futile, Canada would persist in her protest against the Bond-Blaine convention? He thought it eminently desirable that there should be a clear understanding upon this point, and therefore he trusted that there might be a definite reply, for such reply might affect future action.

Sir John Thompson stated that under such circumstances as at present exist, it is probable that the protest will be pressed, but that circumstances might arrive which would induce Canada to withdraw her objections. He referred to the manner in which Mr. Blaine had received the suggestion that the convention should, with some modifications, apply to Canada, and stated that, in the event of such a proposition being

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accepted by the United States government, Canada would, he thought, be disposed to relinquish all opposition to the convention.

In an answer to a question by Sir John Thompson, Mr. Bond explained that the term "Newfoundland waters" used in the convention, should have been the "produce of the salt water fisheries of Newfoundland," wheresoever they might be. He had asked for an amendment of Mr. Blaine's draft of the convention to make that plain.

Sir John Thompson said that in that case, the catch of Newfoundland fishermen on the coast of Canadian Labrador and on the Banks would be admitted free by the United States, while the catch of the Canadian fishermen at the same places and in the same waters would be subject to duties. This discrimination in the United States markets against Canadians was a serious matter, and required grave consideration.

Mr. Harvey referred to the discussion which had taken place and the explanations, given, and stated that to his mind the question was confined to the following objections on the part of Canada :

- (1.) Canada fears a differential tariff.
- (2.) Bait restrictions.
- (3.) Canada insists that licenses shall be issued stipulating the privileges accorded foreign fishermen.

(4.) Canada should have her fish free in the United States.

With reference to these he was prepared, with concurrence of the premier of Newfoundland, to give the following assurances :

- (1.) That a satisfactory guarantee will be given by Newfoundland that no differential tariff will be enacted.
- (2.) That the same guarantee will be accorded that the fishermen of Canada shall have, and continue to have the same rights and privileges as the fishermen of Newfoundland.
- (3.) That a system of licenses will be adopted, based on the system in practice under the *modus vivendi*.

There only remained the stipulation that Canada should have her fish free of duty in the United States market, a matter which is entirely out of the power of Newfoundland to give.

With these assurances he asked the Canadian delegates whether they would not consider the propriety of relinquishing their protest against the convention.

Mr. Chapleau pointed out that the alleged concessions mentioned by Mr. Harvey were enjoyed by Canada in common with Newfoundland previous to the irritation arising from the present difficulty.

Mr. Bowell drew attention to the fact that there was no provision in the Newfoundland Customs Act to exempt Canadian fish from duty.

Mr. Harvey stated that Newfoundland had never treated fish taken in Canadian waters as "foreign" fish, notwithstanding that Canada had treated Newfoundland fish as foreign caught, and so taxed it, and by the clause in her tariff of 1885 had made Newfoundland fish exactly the same as United States "foreign" fish.

MODUS VIVENDI LICENSE FEES.

Sir William Whiteway called attention to the fact that Canada had never made application to the government of Newfoundland for a statement of the amount received by that colony for licenses under the *modus vivendi*. He complained of the irregular procedure on the part of the minister of marine of Canada in applying to the honourable Sir James Winter for official information, for which the government of Newfoundland should have been applied to.

He noticed that Sir James Winter had written to the honourable Mr. Tupper to the effect that the government of Newfoundland had refused information as regards these licenses. From inquiries made he had learned that Sir James Winter was in error in making such a statement. The information had not been asked for, much less refused, and this question of the division of license fees might have been settled had application been made direct by the Dominion government to the government of Newfoundland, and friction upon this point avoided.

BAIT QUESTION—JOINT ACTION.

A discussion then ensued as to the proposal on the part of Newfoundland that Canada should aid in protecting the bait fisheries of Newfoundland from depletion.

Sir William Whiteway pointed out that the attempt on the part of Newfoundland to protect her fishing interests against French bounty-fed competition had been greatly hampered :

(1.) By the infringement of the Bait Act by Canadian fishermen, and the want of authority to prosecute offenders in the courts of Canada, and

(2.) By the fact that although the colony prohibited the sale of bait fishes to French fishermen, the latter were able to obtain a large amount of bait from the Canadian fishermen, who brought it, not only by smuggling from the Newfoundland coast, but also from the Magdalen Islands and other parts of the Dominion coasts.

Mr. Chapeau suggested that in view of the fact that Canada was just now endeavouring to secure improved trade relations with France, the time was hardly opportune to place restrictions upon her fishermen.

Mr. Bowell thought this question to be one for serious consideration, and asked the Newfoundland delegates whether action, with a view to suppressing the sale of bait to French fishermen, would be of any particular benefit to Newfoundland.

Mr. Harvey assured the Canadian delegates that any action by the Canadian government in the line suggested, would be of immense benefit to Newfoundland and would be greatly appreciated by her citizens. He desired to remind the Canadian delegates that the question of concurrent action in this matter had been considered by the hon. Mr. Howlan, who, he understood, had reported favourably upon it. The suggestion had also been conveyed to the Canadian government through their high commissioner in London, as was shown in the published despatches. He desired also to add that Newfoundland and Canada had each taken its respective course with regard to the treatment of the United States fishermen, after the expiration of the Washington Treaty, without consultation with the other.

Mr. Bowell said he was surprised to hear that statement, as his recollection was that Newfoundland not only knew what was being done, but concurred in the arrangement, and arranged for a division of the fees collected. He would look into it and bring up the question at a future meeting of the conference.

MODUS VIVENDI LICENSE FEES.

Mr. Bond said there would appear to be some misunderstanding as regards the returns of license fees collected by the respective governments from American fishermen under the *modus vivendi* of 1888. It had been agreed between the governments of Canada and Newfoundland that the fees so collected were to be equally divided. The Newfoundland customs department complained of the non-receipt of such returns, and no division of fees had taken place. He was in a position to furnish the conference with a return of the fees collected by Newfoundland, and asked that the Canadian returns might be laid before the commission.

The question was allowed to stand.

NEWFOUNDLAND ASSURANCES.

Mr. Bowell then asked the Newfoundland delegates to state definitely their attitude with regard to the assurances which had been given by their predecessors that the provisions of the Bait Act should not apply to Canadian fishermen.

Sir William Whiteway stated that while he felt the force of the position, that a succeeding government was obliged to carry out the engagements made by their predecessors, yet it must be remembered that the assurances referred to were not contained in a minute of the executive council of Newfoundland—they were never communicated to the legislature—that there was no record of them—that the promises were made by Sir Robert Thorburn, then premier, by Sir James Winter, then attorney-general, and by Sir Ambrose Shea, who was not a member of the government—that the fact of such

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promises having been made was only known to him (Sir William Whiteway) and his colleagues long after they had come into office, and after a different policy had been adopted. How could such a promise override an act and indicate who should or should not be affected by it? Although he made these remarks he admitted the force of the Canadian position, that they had been induced to withdraw opposition to the Bait Act by these promises.

Mr. Bowell said he was glad to hear the assurances given by Sir William, as any other course would destroy the continuity of any government. Without these assurances it is not likely that Canada would have withdrawn her opposition to the sanctioning of the act by her majesty's government, nor is it likely her majesty's sanction would have been given to the act had Canada persisted in opposing it.

Conference adjourned until Friday at 10 o'clock.

W. V. WHITEWAY, *Chairman*.

R. BOND,

A. W. HARVEY,

DOUGLAS STEWART, *Secretary*

M. BOWELL,

J. A. CHAPLEAU,

JOHN S. D. THOMPSON,

HALIFAX, 11th November. 1892.

Conference resumed 10.30 o'clock.

BAIT ACT—JOINT ACTION.

Sir John Thompson continued the consideration of the desire expressed by Newfoundland that Canada should adopt legislation to aid in the enforcement of the Newfoundland Bait Act. He called Sir William Whiteway's attention to the doubt as to the power to adopt legislation against offences committed outside of Canadian territory. He intimated the willingness of the Canadian government to facilitate in any way proceedings for the penalties incurred in connection with bonds. The right to sue on such bonds existed now, but it might be that further facilities could be afforded as to matters of procedure.

Sir William Whiteway expressed great pleasure at the intimation given by Sir John Thompson, admitted the doubt as to the validity of the legislation involving control outside of territorial waters, but said that what Newfoundland really required was the power to prosecute in Canadian courts and to enforce the penalties of fine, imprisonment and confiscation as though the proceedings were being had in the courts of Newfoundland.

DIVERSITY OF ACTION, 1886-8.

Mr. Bowell called attention to a statement made by Mr. Harvey at a previous meeting, that Canada had originated and carried into effect the *modus vivendi* system of fishing licenses without in any way consulting Newfoundland. He pointed out that, on the contrary, before the *modus vivendi* system was adopted, the government of Newfoundland was consulted, as shown by public despatches which he quoted, and that the government of Newfoundland had transmitted several suggestions as to details, some of which were adopted by the Canadian government—notably that with reference to the duration of the licenses.

Mr. Harvey explained that, in making the statement Mr. Bowell referred to, he had reference to the action of the Canadian government, taken at the expiry of the Washington Treaty.

Sir John Thompson pointed out that the concession made by Canada at that time was this:—The Washington treaty having expired during the fishing season, and the president of the United States having given an assurance that he would bring the question of the fisheries, by message, before congress at its next session, recommending a commission to consider the whole subject, the Canadian government had thereupon with-

held the enforcement of the provisions of the treaty of 1818, during the remainder of that season only.

The United States having failed to act on the president's suggestion, the Canadian government made provision for a vigorous enforcement of the provisions of the treaty of 1818. These provisions were enforced in Canadian waters from the beginning of the season of 1886 until the adoption of the *modus vivendi* which accompanied the treaty of February, 1888.

Mr. Harvey stated that the policy pursued by the Newfoundland government between the expiry of the Washington treaty and the adoption of the *modus vivendi* referred to, was one of suspense. No attempt was made by them to enforce the provision of the treaty of 1818, and during the period referred to the United States enjoyed all the privileges in Newfoundland ports and waters, which they had under the fishery articles of the treaty of Washington.

Mr. Chappleau pointed out that this exceptional conduct on the part of the government of Newfoundland, namely, the suspension of the provisions of the treaty of 1818, was really the first instance in which either country had undertaken to deal with fishery matters locally and separately from the other.

He referred to the complaint made by Mr. Harvey, that the interests of Newfoundland had been sacrificed by the treaty of 1871, and expressed surprise that under such circumstances Newfoundland should have continued privileges of the treaty without compensation for three years after its legal expiry.

ST. PIERRE CONSULATE.

Mr. Bowell brought to the attention of the conference the difficulty experienced by the customs department at Ottawa in protecting the gulf ports against smuggling, owing to the facilities afforded by the proximity of St. Pierre as a basis for operations. He asked the Newfoundland delegates whether they did not consider it advisable that a joint application should be made by the two governments to the imperial authorities with a view to the appointment of a British consul at St. Pierre.

Sir William Whiteaway stated that the Newfoundland government had used every possible endeavour to secure the appointment of a consul there, but that their application had not been successful. On behalf of his government, he would state that they would gladly acquiesce in Mr. Bowell's suggestion.

Whereupon it was agreed, that a joint application should be made to the imperial government urging the appointment of a British consul and assistant consul at St. Pierre, the former to be paid by Canada and the latter by Newfoundland.

BAIT ACT—JOINT ACTION.

Sir William Whiteway referred to the promise and assurance of his predecessors with reference to the Bait Act, and asked the Canadian delegates to state what action they were prepared to take with a view to the successful enforcement of the act. He pointed out the fact that the successful operation of the act would be alike a benefit to Canada and to Newfoundland, inasmuch as experience had shown that it would reduce the catch of the French fishermen, and thereby leave a larger market open to the fishermen of the British provinces.

Sir John Thompson said they were not prepared to give any further assurance than that Canada would enact legislation to the extent of her power to do so, to enforce penalties of bonds executed under the Bait Act, in order to prevent violation of the act by Canadian fishermen.

Sir William Whiteway asked if Canada would pass a Bait Act similar to the Newfoundland Act.

Sir John Thompson could not give an answer to that question without submitting the matter to his colleagues.

Mr. Harvey referred to the difficulties attending the enforcement of the act, especially of securing evidence to convict parties who had violated its provisions. He also quoted statistics which showed that the act had been, to a certain extent, success-

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ful, having during the term of its operation resulted in reducing the catch by French fishermen to the extent of 50 per cent. He was willing to admit that this was not wholly due to the enforcement of the Bait Act, but was nevertheless largely the result of it. Another good effect, principally attributable to the act, was the fact that the price of Newfoundland fish had gone up from 12 shillings to 15 shillings during the period of its enforcement. The year before the Bait Act was passed, a great deal of fish was sold in Newfoundland at 5 shillings per quintal, and many whole cargoes were thrown overboard in the Mediterranean. He pointed out that the evil effects of the French bounty system were not confined to Newfoundland. That Nova Scotia fishermen also suffer from the policy of granting bounties to French fishermen. As an illustration, Nova Scotia fishermen from the Banks, and French fishermen arriving in Halifax with cargoes, at the same time, would reap very different results.

The Nova Scotia fishermen would probably receive at the rate of \$3.50 per quintal, The French fishermen would receive the same price, and in addition would secure from the French government \$2.40, or in round figures, \$6 per quintal.

Mr. Chapleau inquired whether, as a matter of fact, Nova Scotia fishermen supplied bait to any extent to the French.

Mr. Harvey stated that the supply by Nova Scotia fishermen undoubtedly did much to render nugatory the provisions of the act. Not only was this the case, but American fishermen also, availing themselves of the Canadian licenses, procured cargoes of bait at Cape Breton and the Magdalen Islands, which was supplied to the French thereby enabling French fishermen to evade the Bait Act. If Canada passed no Bait Act to restrain her fishermen from supplying bait taken in Canadian waters to the French at St. Pierre, and had free access to Newfoundland supplies of bait, the consequence would be that the Canadians would supply St. Pierre so far as the supply would suffice from Magdalen Islands and Cape Breton, and the Canadian banking fleet would go to Newfoundland for bait for their own use, and thus largely frustrate the object aimed at by the Newfoundland Bait Act. Nothing would fully secure that object except a Bait Bill applying to bait taken in Canadian waters as well as in Newfoundland waters. In reply to a question put by Sir John Thompson, Mr. Harvey stated the fact that an agent of the Newfoundland government, who visited St. Pierre, had reported that two vessels laden with bait were at that port supplying the French with 2,000 barrels of bait. One of these was an American vessel under license from the Canadian government, the other was a Nova Scotia vessel, both from Magdalen Islands. This was but one instance, but it clearly illustrated the practice which was being carried on to the detriment of Newfoundland. It was not easy to get Newfoundland fishermen to give evidence of the Nova Scotians supplying bait at St. Pierre, because the fact of Newfoundland fishermen being in St. Pierre at the same time was *prima facie* evidence of their having themselves violated the law.

Sir William Whiteway did not dispute the right of Canada to remonstrate against the royal assent being given to any act which she might consider detrimental to her interests. He contended, however, that the protest made by Canada was made under the mistaken supposition that the act would be prejudicial. He referred to the statements set forth by his colleague, Mr. Harvey, and to the assurances and explanations which had been given during the progress of the conference, and asked the Canadian delegates whether, in view of these assurances, they did not consider that they should waive the exaction of the promise made by the late government of Newfoundland, and also withdraw their protest against the completion of the Bond-Blaine convention.

Sir John Thompson called attention to the fact, that the question of the bait supply to Canadian fishermen and that relating to the Bond-Blaine convention were two distinct matters. The grievance of Canada with regard to bait had been temporarily removed, but he would like to be assured as to the action of the government of Newfoundland in the future.

Mr. Bond stated that there was a difficulty in giving any assurance. When the act was under consideration by the assembly, he had asked the question of the government of that day, whether it was intended that the act should apply to Canadian

fishermen. Sir James Winter, then attorney-general, from his place in the house, gave the most distinct and positive assurance that the act was intended to apply to Canadian, as well as French and American fishermen. That was a matter of record. It appeared by correspondence which the Canadian representatives had tabled, that Sir James Winter had also given the imperial and Canadian governments the most positive assurance that the Bait Act should not apply to Canadian fishermen (as had Sir Robert Thorburn, the then premier, who was at the time in London), but there was no evidence that this promise was made with the concurrence of the executive council of Newfoundland. As a matter of fact, there was no minute indicating that the matter had ever been brought before that council. The legislature, which was in session when the assurance was given, was not acquainted of the fact, and the present legislature, with those facts before them, had decided that the undertaking of Sir James Winter and Sir Robert Thorburn was in no way binding upon them as a legislature, and had declared that the act should be enforced against Canadian fishermen. Under these circumstances, it would be appreciated how difficult it was for the delegates to give the assurance asked for.

Sir John Thompson pointed out that the royal assent was given on the assurance that the provisions of the act would not be enforced against Canada, and that the government of Newfoundland could not take the benefit of the royal assent without assuming the obligations attached to it and on which that assent was given. He pointed out reasons why he thought Canadian fishermen should be put on the same footing as those of Newfoundland.

(1.) The assurance given by Newfoundland in order to secure the royal assent.

(2.) The spirit of comity which should exist between the colonies.

(3.) The doubt which existed in view of the opinion of the law officers of the crown as to the right of the government of Newfoundland to impose exceptional treatment on Canadian fishermen.

Sir William Whiteway—Are you willing to carry out any legislation which may be constitutional with a view to assist in carrying out the Bait Act?

Sir John Thompson—We are willing to adopt any legislation which may be constitutional to prevent our fishermen from violating your Bait Act after obtaining your bait.

Sir William Whiteway—Would it be proper to state to what extent legislation would be granted?

Sir John Thompson stated that to do so would involve a careful consideration of the legal question which he had before referred to.

Whereupon it was agreed that the question of the extent to which aid might legally be given should be fully considered by Sir William Whiteway, Sir John Thompson and Mr. Chapleau, with a view to ascertaining what might properly be done.

BOND-BLAINE CONVENTION.

Adverting to the Bond-Blaine convention, Sir William Whiteway asked if the Newfoundland delegates were to understand that all that the Canadian delegates required was that time should be given with a view to some satisfactory arrangement of a similar kind between the United States and Canada, and that in the event of such proving unsuccessful Canada would be prepared to withdraw all opposition to the consummation of the Bond-Blaine convention.

Sir John Thompson stated that Canada could not be expected to waive her right to appeal to her majesty's government against the completion of any convention prejudicial to her interests.

Sir William Whiteway said that the immediate issue would seem to be: "Would the convention be detrimental to Canadian interests?"—and he thought that it had been clearly shown that the convention would not prove detrimental to the interests of Canada, inasmuch as the diversion of the Newfoundland fish trade into a new channel would leave the market formerly supplied by that trade open to be supplied by Canada.

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Mr. Chapleau stated that the reason given by Mr. Bond for the negotiation of the convention was, in effect, that no other profitable markets were available. Such being the case, Canadian fishermen would not profit greatly by assuming the privilege of supplying markets which it would, from his statement, appear did not exist.

Mr. Harvey contended that the effect of the convention would be to the advantage of the fishermen of Newfoundland and Canada, and to the disadvantage of the fishermen of the United States. As regards the herring trade especially, Newfoundland fishermen would take the place of American fishermen and supply the American market, thus leaving Canadian fishermen free from the competition which they had hitherto experienced in attempting to cope with the fishermen of Newfoundland.

With reference to cod oil, he contended that the large production of Newfoundland would be directed, to a very great extent, to the American market, where it would replace pogy oil, which is now being used in immense quantities in tanning and other industries. His mercantile experience led him to believe that the withdrawal of this product from the markets of Great Britain would increase the price in those markets at least 10 per cent. This would undoubtedly be to the advantage of Canadian fishermen.

As to codfish, the Newfoundland production would supplant the American catch, inasmuch as the Americans were not able to compete with Newfoundland fishermen on equal terms, and the withdrawal from other markets of a large portion of codfish hitherto supplied by Newfoundland must necessarily raise the price in these markets.

He did not contend that the two countries would be equally benefited, but by way of comparison, he estimated that if Newfoundland should be benefited to an extent equal to 50 per cent, Canada would be benefited to at least 15 per cent. To impress upon the conference the sincerity of this view he cited his opinion as expressed in a confidential memorandum which he had presented to Lord Knutsford, and which had inadvertently obtained publication.

Mr. Bowell expressed the opinion that the effect of the proposed convention would be that Newfoundland would have a monopoly of the American market at the expense of Canada. At present Canada and Newfoundland were competing on equal terms, but under the proposed convention, Newfoundland fish would enter the United States free, while Canada continued to pay a heavy duty. He combatted the statement that the whole of the fish trade of Newfoundland would be diverted to the United States. They would still supply other existing markets and have the advantage of free entry to the United States for their surplus products, while Canadians would be handicapped by a heavy tax.

Mr. Harvey appealed to the Canadian delegates to consider whether they were justified in preventing Newfoundland from availing herself of a market which was found to be open to her, simply because it was believed that Canada should participate. He estimated that each year's delay involved a loss to the people of Newfoundland of hundreds of thousands of dollars. The loss to the traders would aggregate annually a very large sum, while the fishermen would suffer to double the extent of the trader.

Sir John Thompson stated that he considered the position to be thus: Canada and Newfoundland now share the American market. By the adoption of the convention, it is proposed that Newfoundland should share it with the United States, and Canada be shut out.

Sir John Thompson stated that, if it be agreeable to the Newfoundland delegates, he and his colleagues would, at the next session of the conference, submit a proposition in writing with reference to the matters under discussion.

Agreed to.

LABRADOR BOUNDARY.

With reference to the Labrador boundary, Mr. Bowell stated that, since the question had been last discussed, he had received a telegram from the privy council office of Ottawa, stating that, although it had been recommended to Council that the map asked for by the government of Newfoundland should be transmitted, the recommendation had not been approved, inasmuch as it was considered that the map was imperfect, and that its formal transmission might therefore be misleading.

Mr. Harvey expressed the opinion that the map referred to was a very satisfactory one, except that he should insist that Melville Bay should be under the exclusive customs control of Newfoundland.

Mr. Chapeau pointed out that the delimitation, as shown on the map referred to, gave a considerable portion of the coast of Melville Bay to Canada, and that the control of the coast would naturally involve the control of the waters adjacent thereto.

Mr. Bowell called attention to the fact that, although the Hudson's Bay post at North-west river might by this delimitation be located in the territory of Newfoundland, yet it was probable that a large portion of the goods landed there would be intended for consumption on the Canadian side of the border.

Sir John Thompson suggested that the Newfoundland government should appoint a geographer to act jointly with the geographer of the department of the interior at Ottawa in tracing up all available data, and to report the results of their examination to their respective governments.

Sir John Thompson's suggestion was agreed to.

PRIVILEGES TO UNITED STATES FISHERMEN.

Sir William Whiteway called attention to a correspondence between the Hon. C. H. Tupper and Sir James S. Winter, dated 2nd and 19th December, 1891, and 2nd and 9th January, 1892, published in the Canadian Blue-book, relative to an alleged permission on the part of the government of Newfoundland to United States fishermen to fish in Newfoundland waters, from which it would appear that Sir James Winter had informed the Hon. Mr. Tupper that "Recent developments had furnished good reason for concluding, not only that such permission has been granted, but that it has been done in such a way as to assist the Americans in defrauding their own revenue; in working injustice (or at least inequality) as between Americans themselves, and an injury to our fishermen."

Sir William Whiteway desired to say that such statement was entirely incorrect.

MODUS VIVENDI LICENSE FEES.

Mr. Chapeau called the attention of Sir William Whiteway to the fact that he was mistaken in supposing that the request for a statement of the amount collected for license fees had not been made to the Newfoundland government.

Among the published despatches was the following:—

"16th October, 1888.

"Hon. M. FENELON, Colonial Secretary, St. John's, Nfld.

"Please send me list of *modus vivendi* licenses issued to date, and say what proportion of the total United States fishing vessels visiting Newfoundland took licenses.

"C. H. TUPPER,

"*Minister of Marine and Fisheries.*"

Mr. Bond submitted a statement of the license fees collected by Newfoundland under the *modus vivendi* arrangement, as follows:—

In 1888, the collections from American fishing vessels amounted to \$8,089.50.

In 1889 collections from American fishing vessels amounted to \$6,740.75.

As to the collections in 1890, he explained that the books of the department, containing the requisite details, had been destroyed in the recent fire, and that he was therefore unable to give the exact amount collected from American fishing vessels. The blue book, however, showed that the aggregate collections for licenses granted to French, Canadian and American fishing vessels during 1890 amounted to \$20,912.99.

Sir William Whiteway was under the impression that he had in his office the information necessary to complete the statement, his recollection being that he obtained it from the customs department previous to the fire.

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It was agreed that the statements as to the collections made by each country for license fees should be officially transmitted to the other, and that the aggregate should be divided equally.

FISH INSPECTION.

Sir John Thompson inquired whether Newfoundland intended to improve her system of fish inspection.

Sir William Whiteway explained that their statute on the subject was based on the Canadian act; that for some time previous to his assuming office in 1889 the act had not been enforced, he understood, by his predecessors, but that his government had appointed an inspector, and taken the necessary steps to enforce the law rigidly.

Conference adjourned until Saturday, at 11 o'clock.

W. V. WHITEWAY, *Chairman.* M. BOWELL,
R. BOND, J. A. CHAPLEAU,
A. W. HARVEY, JOHN S. D. THOMPSON.
DOUGLAS STEWART, *Secretary.*

HALIFAX, 12th November, 1892.

Conference resumed at 3 o'clock (no morning session).

TREATMENT OF FISHERMEN.

Mr. Bowell asked leave to file a statement with reference to the treatment accorded Canadian fishermen by Newfoundland as compared with the treatment of Newfoundland fishermen by Canada. He explained that he did not desire to submit this as a grievance, so much as by way of illustration of the liberality accorded to Newfoundland fishermen by the government of Canada.

Leave having been granted he submitted the following memo. :

Canadian Treatment of Newfoundland Fishermen.

Newfoundland Treatment of Canadian Fishermen.

1. Newfoundland fishermen were accorded full privileges of the inshore fisheries concurrently with Canadians.
2. No restrictions whatever were placed upon their operations.
3. They were exempt from light dues.
4. They were exempt from harbour dues.
5. They were exempt from pilotage dues.
6. They were afforded all port privileges.
7. Canada built and maintained free of all charges upon shipping, lights and fog signals on the coast of Newfoundland.
8. Canada did not exact similar duties.
9. 1,500 Newfoundlanders annually operate on the coast of Canadian Labrador without restrictions. (Commander Wakeham, 15th February, 1892.)

- 1 & 2. They were compelled to pay license fees of \$1 per ton, and give bonds before they were allowed to procure bait to carry on their fishing operations: (minute of council, 24th April, 1890) and subsequently they were refused bait under any circumstances, being refused licenses under the Bait Act (instructions, 1891). They were prevented from catching or purchasing bait. And finally, by a strict interpretation of the term "bait fishes," their traffic in frozen herring for commercial purposes was entirely stopped. (Case "Ocean Belle.")
3. They were compelled to pay light dues. (Minutes of council, 29th May, 1890.)
4. They were compelled to pay harbour dues. (Minutes of council, 29th May, 1890.)
5. They were compelled to pay pilotage dues. (Minutes of council, 29th May, 1890.)
6. Fishing vessels were entirely excluded from any privileges.
7. Newfoundland imposed light dues on Canadian vessels for the lights which had been built and maintained by Canada. (Memo. by Commander Wakeham, 9th Nov., 1892, and report 15th Feb., 1892.)
8. On the coast of Labrador, Newfoundland exacted duties from Canadians on barrels and salt used for their fishing operations, and, in many instances, where the articles were not used through failure of catch, duty was, the following year, levied on the same articles. (Quebec board of trade, 30th October, 1839.)
9. 112 Canadians in nine vessels fished on Newfoundland Labrador, 1891.

Mr. Bowell said he thought it well to call the attention of the Newfoundland delegates to the comparison shown by No. 7 of the precis just submitted, inasmuch as it seemed rather extraordinary that the Newfoundland government should impose light dues on Canadian vessels for lights on their coast which had been erected and were maintained by Canada. In elaboration of this he begged to submit the following extracts from reports made to the department of fisheries by Commander Wakeham of the Canadian fisheries protection service.

The first extract is from a report dated 15th February, 1892, as follows:—

“These vessels had to pay duty on passing the line at Blanc Sablon on the salt and barrels which they had on board for curing their fish. I called on the Newfoundland collector at Blanc Sablon, and he informed me that his orders were to collect duties as usual on all salt and barrels on all Canadian fishing vessels passing to the eastward. For at least ten years back some of our vessels have had to pay these duties. At one time they even made our vessels pay light dues, though all the lights on the west coast and on both sides of the straits were built and are maintained by your department.”

The second extract is a memorandum dated 9th November, 1892, as follows:—

“The lights in the straits of Belle Isle and at Rich Point and Cape Ray, on the west coast of Newfoundland were built and are maintained by Canada. It is a fact that Canadian fishing vessels were compelled to pay light dues. I, myself, crossed in ‘La Canadienne’ to Flowers Cove, and complained to the collector of customs at that port of this practice, which was eventually given up. The government of Newfoundland maintains no light on the coast in question (French shore).”

Mr. Bowell said that, in submitting this data, he did so with a view to elicit from the Newfoundland delegates any explanations or comments which they might desire to make, in order that it might go upon the records before the conference concluded.

Mr. Harvey explained that as regards light dues, the system was universally applied by Newfoundland, being applicable to their own vessels as well as to all others. He referred to the fact that Newfoundland was peculiarly situated on the line of commerce between Canada and Europe, and that her extensive coast made it necessary that she should, for the benefit of commerce generally, maintain an efficient light service. The great cost of erection and maintenance of these lights made it necessary that the system of light dues should be maintained and continued. While it was true that these lights were necessary for the protection of Newfoundland commerce, it was equally true that the benefits accruing to Canadian commerce were ten times greater. He pointed out that the lights erected and maintained on the Newfoundland coast by the Canadian government were on a portion of the coast little frequented by Newfoundland vessels, and were essentially beneficial to Canadian vessels. He deemed it impracticable to adopt any system by which exceptional treatment might be afforded Canadian vessels in the vicinity of Canadian lights, inasmuch as vessels in paying dues contributed to a general fund for the support of lights on the whole coast, and no system could be devised or successfully operated on any other principle.

Mr. Bowell had no doubt that the explanation of Mr. Harvey was correct, as to the causes which led to the exaction from Canadian vessels of lighthouse dues. Still, it was a question which should receive the attention and consideration of the Newfoundland government with a view to relieving such vessels of the tax.

UNION.

Mr. Bowell would, with the consent of the conference (though the subject had not been specially relegated to them by the government of Canada), ask the attention of the delegates present to the greater question involved in the project of the entrance of Newfoundland into the Dominion as a province of Canada. In applying the term “greater question,” he did so advisedly, believing that union was the true solution of all the questions and difficulties which had been brought before this conference. He was aware of the diversity of opinion which existed both in Canada and in Newfoundland, as to the practicability and desirability of such a union, but he believed that the great prosperity and success which British North America had achieved under confeder-

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tion, would be enhanced to a still greater degree by the unity of action, increased power and prestige which would result from a union of all the British North American provinces. He referred to the vexed questions which the conference had been discussing during the past few days, all of which, he submitted, would disappear as a shadow if the two countries resolved to unite their interests and adopt uniform legislation which would be in the interests of all concerned.

It might be said that this solution, although desirable, was not one for present consideration, but he submitted that it was the general belief in both countries that such a union must sooner or later be consummated. He admitted the diversity of opinion as to its immediate completion, but he felt satisfied that he voiced public feeling in Canada in stating that the matter was only one of time, without any doubt as to what the result would be.

The question was one which concerned not only the contracting parties, but was, in his opinion, of the greatest possible moment to the imperial government. The friction which had existed between Canada and Newfoundland, from time to time, and which seemed almost inevitable to countries competing for the same markets in products nearly identical, led to protests and counter-protests which formed the most vexed questions with which the colonial office had to deal. He considered the union of the British North American dependencies not only of vital importance to the peace and welfare of the people of Canada and Newfoundland, but to a great extent an imperial necessity.

There were many reasons why Canada should treat this subject favourably, and he thought that there were reasons still greater why it should meet with the approval of Newfoundland, as the advantages to be derived equally by both were of themselves of paramount importance. The united action consequent upon such a union would enable us to treat with the United States more advantageously, while the greater Canada which would then be established must necessarily command greater respect, both from the imperial government and other governments with which it might have to deal, commercially or otherwise. He would ask the delegates to consider for a moment the more effective, and less expensive, protective service which would be afforded to the fisheries of both countries if present misunderstandings and competition were removed; and he asked the Newfoundland delegates to consider whether as an important portion of Canada, they would not feel greater strength and confidence in facing the vexed question of alleged French rights on their shores.

As to whether this question should be considered by this conference, was a matter for the delegates to say. For his part, he could not allow the opportunity to pass without bringing it to their attention, and expressing the hope that ere long the British dependencies on this continent which, but a few years ago, were scattered and isolated, but which by degrees had been growing more closely together, would become a happy, prosperous and united power. He did not propose that they should enter into a consideration of the minute details of the terms of union at the present conference. That might be made a subject for future negotiations, should they agree to bring the subject under the notice of their respective governments for action. In the meantime, he believed the present meeting to be a fitting opportunity to consider the subject in a friendly way. It was of sufficient importance to occupy the minds of the best men in both Canada and Newfoundland, and should not, therefore, be lost sight of when considering questions materially affecting the interests of both countries.

Sir William Whiteway was glad that the subject had been mentioned. It was not one of those relegated to the Newfoundland delegates as a part of their mission, but he saw no reason why the representatives of the two countries should not discuss the difficulties and advantages which would accrue to British North America by the completion of the union. His views, personally, on this question were well known. He had always been in favour of confederation, and viewed it as entirely one of terms. If it were considered improper to formally discuss the matter he could see no harm in the question being considered informally, with a view to bringing out the views of the delegates representing the two governments.

Mr. Harvey strongly objected to the question being brought before the conference before the decision of matters, especially referred to it, had been concluded. He said

that the Newfoundland delegates were here with definite instructions to discuss certain questions and that the union of the two countries was not among those questions. If a union was the ultimate destiny of Newfoundland, as many believed, he was of the impression that it would not be a practical question for many years to come. In other words, confederation was a question of the future: the delegates were here to deal with present issues. The questions which they had come here to discuss were matters deeply affecting the present interests of the island, and he thought it would be a great mistake to take up the moot question of a union, at least before definite decisions had been come to as to what could, or could not, be done regarding those questions which had been relegated for the consideration of the conference.

Sir John Thompson said that in so far as the Canadian delegates were concerned, they were here to discuss any questions pending between the two countries. It had been suggested in the press of Canada, and he thought that it was generally understood by the public, that union would form one of the questions for the consideration of the conference. He could not conceive any reason why it should not be dealt with as a solution of all pending difficulties, and in his opinion no more pertinent question could possibly engage the attention of the conference. As to the subjects which should be considered at this meeting, the Canadian delegates had no intimation that the question of the Bond-Blaine convention, which had absorbed such a large portion of the time of the conference, was one which would come up, any more than this question. He did not object to the consideration of the convention, however, and did not wish it to be supposed that the reference to union had been made in order to evade a conclusion on any other question.

In like manner he could not conceive why Mr. Harvey should object to the discussion of a question which involved such great interests when considered in connection with the future of British North America.

Mr. Chapleau thought that the question of union might be of paramount importance, and that even admitting Mr. Harvey's statement that the instructions to the Newfoundland delegates did not include this matter specifically, yet he could conceive the question coming before the conference as a solution of the questions directly under discussion. In that connection he would ask Sir William Whiteway whether the imperial government had lately shown any disposition to settle the French shore difficulty, which he conceived to be the greatest difficulty in the way of considering the question of union.

Sir William Whiteway thought that the imperial government had every disposition to arrange an amicable solution of the dispute, but that the French government had not evidenced such a disposition in that direction as he would desire. The question involved not only the French rights on the coast, but also the more aggravating fact that the French and others used St. Pierre and Miquelon as a basis of operations for smuggling and fishing, and not as a place of shelter only for French vessels fishing on the Banks.

PROPOSAL "A."

Mr. Bowell, on behalf of the Canadian delegates, handed in a formal proposal. (See Appendix 5.)

Conference adjourned until Monday, at 3 o'clock.

W. V. WHITEWAY, *Chairman.*

R. BOND,

A. W. HARVEY,

M. BOWELL,

J. A. CHAPLEAU,

JOHN S. D. THOMPSON.

DOUGLAS STEWART, *Secretary.*

Conference resumed at 3 o'clock.

HALIFAX, 14th November, 1892.

PROPOSAL "B."

Sir William Whiteway, on behalf of the Newfoundland delegates, handed in counter-proposal "B." (See Appendix 6.)

PROPOSAL "C."

Mr. Bowell, on behalf of the Canadian delegates, handed in counter-proposal "C." (See Appendix 7.)

Newfoundland and Canada.

LIGHTHOUSES.

Mr. Bond handed in a statement showing the amount paid by Newfoundland for the maintenance of lights for year 1892, as follows:—

NEWFOUNDLAND LIGHTS.

Estimate for Maintenance for the year 1892.

Gull Island, Cape John	\$1,840
Long Point, Twillingate	1,250
Twillingate Wharf Light	120
Cann Island, Seldom-come-by	700
Offer Wadham Island	3,400
Penguin Island	800
Cabot Island, Bonavista Bay	1,500
Puffin Island, Greenspond	900
Little Denier	800
Cape Bonavista	2,000
Green Island, Catalina	2,000
Fort Point, Trinity	220
Hants Harbour, Trinity Bay	220
Baccalieu Island	3,900
Carbonear Island	800
Harbour Grace Island	1,450
Harbour Grace Beacon	450
Bay Roberts (Green) Point	230
Brigus, North Head	650
Cape St. Francis	3,500
Fort Amherst	1,800
St. John's Leading Lights	300
Cape Spear	2,700
Ferryland Head	1,700
Buoy, Powles' Trepassey	300
Cape Pine	2,000
Point La Haye, St. Mary's	250
Cape St. Mary's	2,100
Point Verde, Placentia	750
Dodding Head, Burin	1,500
Allan Island, Lamaline	250
Grand Bank	200
Brunette Island, Fortune Bay	1,650
Garnish, Fortune Bay	200
Belloram, Fortune Bay	300
Rocky Point, Harbour Breton	220
Pass Island, Hermitage Bay	850
Gaultois, Hermitage Bay	220
Boar Island, Burgeo	700
Ireland Island, La Poile Bay	800
Rose Blanche Point	800
Channel Head, Port au Basque	650
Sandy Point, Bay St. George	400
Mechanician, salary and travelling expenses	900
Contingencies	400
Alteration in lamps (seal to kerosene oil)	2,000
	\$50,670

RICHARD H. O'DWYER,
Receiver-General.

LICENSE FEES.

Mr. Bond also handed in the following return of Canadian vessels which had been supplied with licenses to take bait during 1890, and desired to say that the receiver-general had intimated to him that owing to the customs books being destroyed in the late fire he could not vouch for the absolute correctness of the returns :—

RETURN of Canadian Vessels which have been supplied with licenses to take bait, 1890.

Place.	Number of Vessels.	Tonnage.	Number of Crew.	Number of Visits made during season.
Cape Broyle.....	31	3,128	552	58
Burin.....	2	240	38	2
Trepassey.....	8	778	128	65
Sandy Point.....	4	399	59	4
Channel.....	1	95	12	1
Rose Blanche.....	1	18	4	1
St. Jacques.....	9	889	160	9
Belloram.....	11	1,091	184	13
St. Mary's.....	2	547	35	2
St. Lawrence.....	3	287	53	3
Heart's Content.....	1	98	16	1
Portugal Cove.....	3	346	52	3
Placentia.....	4	410	64	4
Carbonear.....	31	2,979	506	59
Holyrood.....	8	733	136	8
Ferryland.....	4	391	66	6
	123	12,429	2,065	239

MODUS VIVENDI LICENSE FEES.

Mr. Bowell handed in the following memorandum with regard to the *modus vivendi* license fees, and stated that he did so in order that the precise facts, so far as the action of Canada is concerned, might appear on the records of the proceedings of this conference :

MEMORANDUM.

The mutual recognition of licenses issued to the United States fishing vessels by the respective governments of Newfoundland and Canada was recommended, as well as an equal division of the fees respectively collected.

The government of Newfoundland suggested that all annual licenses should expire on the 31st December in each year.

Canada agreed to the suggestion of the Newfoundland government, and the governor of Newfoundland acquainted the governor-general of Canada that his government would recognize the validity of all Canadian licenses. (Minute of council, 15th Sept., 1888.)

As the information of the issue of licenses reached the department of fisheries, copies of the licenses were forwarded to the colonial secretary of Newfoundland, and a request was made that a list of licenses issued by Newfoundland should be furnished in return.

The fisheries department continued sending this information to the Newfoundland government well on into the season of 1889, but the request for reciprocal information not having been complied with, the practice was discontinued.

The minister of marine and fisheries on the 16th October, 1888, telegraphed the colonial secretary of Newfoundland in the following words :—

Newfoundland and Canada.

“ Please send me list of *modus vivendi* licenses issued to date and say what proportion of total United States fishing vessels visiting Newfoundland took licenses.”

This request has not yet been complied with.

Finally, in 1891, the high commissioner for Canada cabled the minister of marine and fisheries to ask Sir James Winter for the number of such licenses issued for different years.

The following reply was received :—

“ Unable to procure information you ask immediately. Government forbid officials furnish.”

The *modus vivendi* licenses issued by the Canadian government were as follows :—

Year.	No. of Vessels.	Tonnage.	Fees collected.
			\$ cts.
1888.....	36	2,554	3,831 00
1889.....	78	6,393	9,589 50
1890.....	119	9,641	14,461 50
1891.....	98	7,399	11,098 50

The reciprocal issue of licenses by Newfoundland, however, continued only during the years 1888 and 1889.

In 1890, Newfoundland exacted from Canadian fishing vessels license fees, the total amount of which is only known to that government, but the department of marine and fisheries is in possession of detailed information that fees were paid by 45 Canadian fishing vessels aggregating \$5,780.38. Other vessels are known to have paid similar fees but definite information is not yet available.

REFUND OF FEES.

Sir William Whiteway drew attention to the subject of the suits now pending in the courts of Newfoundland, to enforce a refund of the license fees paid by Canadian vessels. He said that while it was intimated in the formal proposal of the Canadian government (“C”) that that government had not power to withdraw these suits, it seemed to be clearly shown in the despatches published that these suits were completely under their control, either as regards prosecution, suspension or withdrawal. From reports and letters of the minister of marine, it appeared that these claims were collected by the Canadian Government through the medium of a public notice. He would beg to call attention to the following :—

“ DEPARTMENT OF FISHERIES,

“ OTTAWA, 22nd January, 1892.

“ The Collector of Customs at _____.

“ SIR,—The honourable the minister of marine and fisheries being advised that the exaction by the Newfoundland government from Canadian fishermen, of fees for licenses to purchase bait during the year 1890 was illegal, intends to take steps to recover them for the fishermen.

“ I inclose you herewith a supply of forms which are to be filled up with the necessary information to enable action for recovery of the fees.

“ You will please distribute these forms among any parties, who to your knowledge may have paid such fees, or to deliver to parties applying to you for them in accordance with the notice published in the newspapers.

“ I am, sir, your obedient servant,

“ S. P. BAUSET,

“ Acting Deputy-Minister of Fisheries.”

"NOTICE TO BANK FISHERMEN.

" DEPARTMENT OF FISHERIES,

" OTTAWA, 25th January, 1892.

"The undersigned has been advised that the exaction of license fees from Canadian fishermen by the government of Newfoundland during the fishing season of 1890 was illegal, and he intends to take such proceedings as are available to obtain redress on their behalf. For this purpose he respectfully requests that the owners or masters of all fishing vessels from whom license fees have been collected would place themselves in immediate communication with the nearest collector of customs and give him such full particulars of the matter as they can.

" CHARLES H. TUPPER,

" *Minister of Marine and Fisheries.*"

" OTTAWA, 27th January, 1892.

"SIR,—I herewith send you a form for the purpose of obtaining a statement of the amount of the fees, etc., you paid to the Newfoundland government during the year 1890, for licenses to purchase bait, &c., for your fishing vessel, and I have to request you to be good enough to fill up this form and sign the authority printed on the back of the same.

"The honourable the minister of marine and fisheries being advised that the exaction of fees in question was illegal, intends to take steps to recover them back for the fishermen.

" I am, sir, your obedient servant,

" S. P. BAUSET,

" *Acting Deputy-Minister of Fisheries.*"

It was, therefore, evident that the suits were not in consequence of the complaints of the fishermen, but as a result of the invitation issued by the department.

Sir John Thompson explained that the government held themselves responsible for the procedure. Very great pressure had been brought to bear upon the government by the injured fishermen (as would appear by reference to the documents now on the table), both through the medium of direct communication, repeated telegrams, and the indirect pressure brought to bear through the members for their respective constituencies. While Sir William Whiteway was quite correct in his statement that the Dominion government had complete control of the suits now pending, it was equally correct that the withdrawal of these suits would not cancel the individual right of the injured fishermen to enter suits on their own behalf.

Mr. Chapeau, in support of the remarks of Sir John Thompson, quoted from the report of Lieut. Gordon, of the 3rd December, 1890, asking that the government of Canada should take up the case of the fishermen, in the following words:—

"The man is only a poor fisherman, and is not able to take the necessary legal steps to defend his own rights or recover damages, and as he apparently endeavoured in every particular to comply with the local laws, his case is one which, I think, the government may fairly take up in the general interests of our fishermen, for this is not an isolated case, and there is a very strong feeling among the fishermen on our coasts that Newfoundlanders have every privilege on our shores, whilst, when they visit Newfoundland, they are regarded as foreigners and treated in a directly hostile manner."

He also quoted an opinion expressed by the council of the Montreal board of trade, as follows:—

"That the council is of opinion that all retaliatory legislation against Newfoundland should be withdrawn and that diplomacy should be trusted to arrange other matters in dispute, and further, that the government should be sustained in its opposition to a

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treaty giving rights and privileges to a foreign power on this continent in the British North American inshore fisheries, which jointly with Newfoundland belong to the Dominion of Canada by birthright and immemorial usage."

The Halifax board of trade had adopted the following resolution on the subject :—

"That whereas the Halifax board of trade is deeply sensible of the grave injury to trade that results from the hostile legislative enactment between the governments of Newfoundland and Canada, and of the great loss and inconvenience that are inflicted on both countries by the present position of affairs, be it resolved: (1.) That the Halifax board of trade urge upon the government of Canada by special memorial the desirability of arranging, if possible, a *modus vivendi* under the terms of which the hostile tariffs and enactments of both countries should be held in abeyance until sufficient time is given to enable diplomatic conferences to adjust the whole difficulty.

(2.) "That the Halifax board of trade is of opinion that the Bond convention between the governments of Newfoundland and the United States would affect Canadian fishing interests most injuriously, in that the produce of the Canadian fisheries would compete in the American markets with the produce of the Newfoundland fisheries at an enormous disadvantage, represented by the severe duties exacted from produce of Canadian fisheries, from which the produce of Newfoundland fisheries would be exempt. And that the Halifax board of trade deem it desirable that the Canadian government should use every effort to prevent the Bond convention from being carried into effect.

(3.) "That the Halifax board of trade should also memorialize the Canadian government to urge on the Newfoundland government the withdrawal of the Bait Act directed against Canadian fishing vessels, on the grounds that its enforcement is a violation of the pledge given by the government of Newfoundland; is opposed to the comity that should exist between colonies under the British flag; and is not a fair return for the port privileges which Newfoundland fishing vessels enjoy without restriction on the Canadian and Labrador coasts and their free admission to Canada's inshore fisheries."

Mr. Bowell stated that the grievance connected with the imposition of these license fees was intensified by the discrimination in favour of American vessels. He quoted from the *Royal Gazette* of Newfoundland a proclamation over the signature of the colonial secretary, containing instructions for magistrates, customs officers, etc., in relation to the Bait Act, of which the following is an extract :—

"No license shall be granted except to Newfoundland and United States fishing vessels, and before granting such license the customs officer or magistrate shall require to have produced to him the ship's register, in the case of Newfoundland vessels, and in the case of United States vessels the clearance papers from the American customs."

Mr. Bond explained that in treating American vessels thus considerately they felt that they were treating with a friendly power, who had expressed a willingness to grant them certain concessions pending the ratification of the convention, which was in abeyance through no fault of the American government, and considered it unwise to impose a tax on American vessels.

Mr. Bowell replied that it was very much to be regretted that the government of Newfoundland should have looked upon Canada (composed as it is of British provinces) as an unfriendly power, which was the only inference that could be drawn from the remark which had fallen from Mr. Bond. On behalf of the Canadian government he desired to disclaim any feeling of hostility or unfriendliness towards Newfoundland. On the contrary, the desire of Canada was to maintain the most friendly relations, both commercially and politically, with that colony, as was evidenced by the official papers now before the conference. In regard to the remarks of Sir William Whiteway, he (Mr. Bowell) could not understand why objection should be taken by the Newfoundland delegates to the proposal of the Canadian delegates to refer the question of the right on the part of the government of Newfoundland to collect license fees from the Canadian fishermen to a court of competent jurisdiction. If the Newfoundland government had the legal right to collect this tax why should it object to have that right affirmed by a tribunal competent to give a decision? If no such right existed it could scarcely be supposed that the government would desire to retain money illegally taken from Can-

adian fishermen. The question of testing in a court of law the rights of a subject against the crown was of constant occurrence, and if the Canadian fishermen had been illegally taxed by the Newfoundland government surely it was not asking too much that these toilers on the sea should have the privilege at least of taking their case into court, in order to have their grievances redressed—if grievances really existed. To deny this right would be anti-British, and he could not but express surprise at the position taken upon this question by the Newfoundland delegates. If they were legally right, they had nothing to fear; if wrong, the money taken from the fishermen as license fees was illegally taken, and should be refunded. A government could not afford to be less considerate of the rights of a subject than would an individual in a private transaction, in which the right to property is involved, hence he hoped the Newfoundland delegates would reconsider the position they had assumed on this question.

“OCEAN BELLE.”

Sir John Thompson suggested that it might be well to consider some of the claims which had been brought to the attention of the cabinet for alleged ill-treatment of Canadian vessels by Newfoundland officers. He referred especially to the case of the schooner “Ocean Belle,” owned by John Allen & Sons, of Halifax: Captain Wrayton, the master of this schooner, filed a statement of which the following is an extract:—

“Left Halifax, N.S., 21st January, 1891, for Fortune Bay, Newfoundland, to procure a cargo of frozen herring; arrived at St. Jacques on 29th following. Entered vessel at custom-house, paid duties and received coastwise clearance from collector Clinton. Asked him for instructions and if any further papers were necessary for me to procure herring. He answered me: ‘There is nothing to prevent you securing your load of frozen herring; you can do so, so far as I am concerned. I have no instructions to the contrary.’

“Left St. Jacques on the 4th of February; sailed to Belloram and other places about the bay in search of herring, but secured none until the 16th of March, when we took on board 175 barrels. On the 20th March we took another lot of 60 barrels. At midnight on the 23rd of March we returned to Belloram. On the 25th purchased from one Patrick Farrell 260 barrels of fresh herring. Just as the purchase was concluded the steamer “Greyhound,” employed by the government of Newfoundland, steamed into Belloram, with Philip Hubert, collector of customs at Harbour Breton, on board, who at once sent a policeman on board my vessel and demanded the removal of the hatches. I protested against disturbing the hatches, the weather being soft, but finally had to comply with his demand. I was then asked to go on board the “Greyhound,” when collector Hubert informed me I could take no more herring, at the same time forbidding Farrell delivering me any of the lot I had secured from him, and placed a policeman on board to prevent his doing so.

“On the following morning (26th) collector Clinton arrived from Bay L’Argent (telegraph station) and I at once went with him on board the “Greyhound,” when a consultation was held to decide what to do with the herring I had already on board. They decided to take a bond from me to land the fish at Halifax, N.S., at the same time stating their instructions were to allow no Canadian vessels to secure fresh herring. I asked them to put their refusal in writing. This they refused to do.

“During the 26th, the wind changed to north-north-east, and the weather turned intensely cold. Tried to secure herring again from Farrell, but policeman prevented him from handling them.

“On the morning of the 27th (the steamer “Fiona,” also employed in the Newfoundland government service, and having on board commissioner Sullivan, not having arrived as expected) I sailed for the bay, the east. On the way down secured a lot of 25 barrels of herring, spread them on ice for freezing, and engaged 250 barrels more from one Jeremiah Petit; had about 100 barrels in boats to spread on ice when steamer “Fiona” arrived and commissioner Sullivan boarded my vessel, asking me what I was doing here. Told him I was trying to freeze balance of my cargo if allowed to do so. He then asked me if collector Hubert had not forbidden me taking herring; I replied he had, but that

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he had refused to put his order in writing, or give or show his authority for the course he was taking. Commissioner Sullivan then demanded the hatches removed, looked at the fish and ordered the hatches replaced: at the same time forbidding me taking another fish. I then demanded of him a written notice that I should secure no herring. This he positively refused to give, and was some time in doubt whether he would allow me to take what herring I had already on board. Finally, I was allowed to take vessel to St. Jacques with the first catch of herring. Before leaving, Mr. Sullivan ordered the men in charge of the 100 barrels of herring to throw them overboard, which was done in the presence of myself and crew. The night following was intensely cold. I had then to go on board the "Fiona," when I was compelled to take a most binding oath that the herring I had on board would not be used for bait in Nova Scotia."

"HATTIE."

In this connection,

Mr. Bowell referred to the statement of Henry Dicks, owner of the schooner "Hattie," of Charlottetown, from which it appeared that Mr. Dicks had taken out a fishing bounty license under the provisions of a statute of Canada.

He states: "That on the 5th day of July he entered the port of Channel, Newfoundland, reported at customs, paid the usual light dues, and made entry of fishing supplies, consisting of 130 empty herring barrels and 4½ tons of salt.

"That a duty was exacted from him on his supplies amounting to \$16.70.

"That upon protesting against the payment of such duty Mr. Dicks was detained four days, but in order to obtain a clearance to proceed to the fishing grounds he eventually paid the duty, though the barrels and salt had not been landed.

"That having cleared from the port of Channel on the 10th July, for coastwise fishing, having on board the aforesaid fishing supplies, usual stores, and a seine, preventive officer Richard Furneau, in the service of the Newfoundland government, came on board (the 7th August) when he was seven miles from Burnt island, and seized his vessel for alleged violation of the law in hauling herring with a seine.

"That he afterwards proceeded to Channel, and was granted a license on the 11th August to continue fishing, on giving bonds for \$2,000, that the fish were for food and exportation.

"That having resumed charge of his vessel an officer again came on board, and would not allow the petitioner to resume fishing. Shortly after the petitioner discovered that his seine had been 'tripped' and that the herring were lost by the interference of the preventive officer.

"That on the 13th August the petitioner paid \$18, or \$1 a ton to the customs officer, getting a receipt therefor; but the seizing officer refused to allow the ship to go.

"The petitioner was arrested and on the 20th August was tried for an infringement of the Bait Act and a fine of \$6 was imposed. The petitioner being unable to afford an appeal, this fine was paid.

"The herring season was then over, the crew had become demoralized, the petitioner had sustained very serious loss, and being an ordinary fisherman, he was unable to seek redress for the interference which resulted in the loss of his fish from the seine, as well as that of the fishing season. He claims the sum of \$2,000 damages."

Mr. Bond stated, in connection with the cases referred to by Sir John Thompson and Mr. Bowell, that he did not, at the moment, remember the circumstances connected with them, nor the reasons which induced the Newfoundland government to consider themselves justified in refusing to entertain them. In such matters the government was, of course, guided by the reports of the officers intrusted with the enforcement of the Bait Act, and on his return to Newfoundland he would be glad to look into the matter.

In reply to Sir John Thompson, he stated that the Newfoundland government would be quite willing to consider any renewed representations which might be forwarded by the Canadian government, and would be glad to forward copies of any reports which may have formed the basis of the past action on the part of the Newfoundland government.

CUSTOMS EXACTIONS.

Mr. Bowell called attention to a number of grievances which had been reported to the Canadian government with reference to the practice said to prevail among Newfoundland customs officials, of charging and collecting upon goods (in some cases even on salt and barrels) which had never been landed on Newfoundland territory.

Mr. Chapleau said that Captain Wakeham of the fisheries protection service, had made a special report regarding these matters. In the report of the 15th February last, Captain Wakeham had called attention to the cases of the following, viz. :—

"Garland"	Petite Rivière.
"Magic"	Lunenburg.
"Vigescio"	Halifax.
"Valiant"	LaHave.
"Ella Maud"	Shelburne.
"Mayflower"	LaHave.
"Vanilla"	do
"Bessie A."	do
"Jewel"	Lunenburg.

These vesels had to pay duty on passing the line at Blanc Sablon, on the salt and barrels which they had on board for curing and packing their fish. For many years Canadian fishermen having taken no fish, had to pay these duties on the same barrels and salt the following year. In this way the duty had sometimes been paid three times on the same articles, although these articles were carried for fishing operations only—were not intended for trade and were never landed.

Captain Wakeham had also reported that on the sedentary shore fisheries where goods were landed and sold, Canada has, during the past two years, collected duties on dutiable articles, but the salt, nets, hooks and lines, etc., used in fishing operations were admitted free.

Sir William Whiteway stated that he had been informed that the practice of collecting duties upon goods which had not been landed was in vogue during the administration of his immediate predecessors ; but on his assuming office, the matter was brought to the notice of the government, and orders were issued immediately to have it discontinued, and customs officials were instructed not to collect duties on goods intended to be used in carrying on the fishing when not landed.

THE PROPOSALS.

Adverting to the proposal and counter-proposals which had been formally submitted.

Mr. Harvey recapitulated the points at issue as he understood them, and stated that in view of the fact that the Newfoundland delegates had agreed to guarantee to remedy the objections made by the Canadian government against the Bait Act, and the discrimination which they feared would be exacted by Newfoundland through the provisions of the Bond-Blaine convention, he expressed deep regret that the Canadian delegates had not seen fit to adopt the counter-proposal (B) submitted by Sir William Whiteway.

Mr. Bond pressed upon the Canadian delegates the advisability of considering whether the counter-proposal, just referred to by Mr. Harvey, should not be reconsidered with a view to its adoption if possible.

Mr. Chapleau said the Canadian delegates had assumed that the assurances given by their Newfoundland colleagues,—that the objections taken by Canada to the Bond-Blaine convention, as regards the Bait Act of Newfoundland, and the possibility of discriminating against Canadian exports to Newfoundland under that convention, were removed by the concession to Canadian fishermen and vessels, of the same rights to procure bait, as are conceded to Newfoundland fishermen, and under the same conditions and restrictions, and that no discriminations would be made against Canadian exports to Newfoundland, provided the Canadian government would undertake to have legislation enacted by the Canadian parliament, giving effect to the Newfoundland Bait Act, and

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preventing violations of the same by Canadian fishermen and vessels, and provided also that the fishery products of Newfoundland, and the packages containing the same, would be admitted free of duty into Canada. With that view, the Canadian delegates agreed that such legislation would be recommended to the Canadian parliament, and that the freedom of duty to Newfoundland fishery products, and the packages containing them, would be granted by Canada.

The Canadian delegates further declared that they were ready to submit to their colleagues of the cabinet at Ottawa, the reasons and arguments proffered by the Newfoundland delegates tending to remove the objections made by Canada to the Bond-Blaine convention on the ground that such convention would be greatly detrimental to the fishery interests of Canadian fishermen, and that they would do this with the view of bringing the relations of the two colonies to the most harmonious character consistent with the interests of both countries.

The Canadian delegates, in furtherance of the mutual desire expressed by both parties to come to an amicable agreement and settlement regarding the difficulties now existing between the dominion of Canada and Newfoundland, asked that the *modus vivendi* between the two colonies be extended until the 1st August next, so as to allow the renewal of negotiations with the United States for the admission of Canadian fishery products into the American markets on terms satisfactory to Canada and Newfoundland.

The Canadian delegates must express their deep regret that their offer has not found favour with the Newfoundland delegates, and that their sincere desire to bring about a friendly issue to the controversy between the two colonies has been frustrated by the persistent demand that a complete surrender of the rights of Canada to object to a convention which she thinks detrimental to her interests and to the general interests of the future union of all the British North American possessions should be stipulated by the Canadian delegates in recommending to their colleagues of the Canadian government to withdraw their protest against the Bond-Blaine convention, in the case of a refusal by the United States to grant to Canada the same, or adequate advantages as those which were stipulated in the Chamberlain-Bayard Treaty of 1888.

UNION.

Mr. Bowell expressed his regret that the delegates from Newfoundland had not seen their way clear to a friendly consideration of the much more important subject of union, which might be a solution of all the questions now agitating the two countries. It appeared, however, that Mr. Harvey had objections to even discuss the subject until all others in dispute had been settled.

Sir John Thompson, reverting to the former discussion upon this subject, was still strongly of opinion that, although the question of union might not be finally disposed of at this conference, what had taken place should be made a part of the record. Though the subject of union was not specially mentioned in the order in council of Canada, it was understood that all matters affecting trade relations with Newfoundland might be discussed, and any proposition tending to a solution of the existing difficulties, not only might, but should be considered. He must, therefore, insist that what had been said should be recorded in the proceedings of the conference, otherwise there would not be a correct record of what had taken place.

Mr. Harvey expressed himself strongly against any consideration of the question of union, until a definite answer had been given by the Canadian delegates with reference to the proposals now before the conference. He re-affirmed his statement made at a previous meeting, that the conference should first dispose of the questions which had been placed before it. He called attention to the origin of the conference, in the suggestion of Lord Knutsford, at the time when there was a cessation of trade and commerce between the two colonies) that a conference should be arranged to consider the points in difference between the two governments, and that, pending the meeting of the conference, all hostile proceedings should cease. This was agreed to, the truce was proclaimed, and this is the way the conference and the matters in dispute should be, in his

opinion, brought to an agreement or a direct issue; after which, if time permitted, he would be glad to listen to any expression of opinion which the Canadian delegates might desire to make, as to the terms upon which the union might, at some time in the future, take place. This union must be dependent on circumstances which may arise in the future.

Mr. Bond quite concurred in the opinion of Mr. Harvey that it was of paramount importance that the questions directly relegated to the conference should be first disposed of. At the same time he could not conceive of any objection to consider any proposal submitted by the Canadian representatives as a solution of present difficulties. If Mr. Bowell seriously brought forward the question of union, he was quite prepared to hear what he had to say. He used the word seriously, advisedly, because on Saturday, when the matter was first introduced by Mr. Bowell, it had been suggested that the discussion should not be recorded as part of the minutes of this conference, and he was of opinion that any proposal seriously made should form part of the records together with the opinion expressed thereon. He did not agree with his friend Mr. Harvey that the Newfoundland representatives had no authority or right to consider the question. He submitted that their duty was to consider all questions of difference between the two colonies, and proposals as to a solution of such differences, and he desired to refer to the minutes of council signed by his excellency the governor of Newfoundland (appendix 4), which was their authority so to do.

Mr. Harvey again protested against the consideration of this question, until the conference should come to some decision upon the questions which had been relegated to it, and which had formed the subject of discussion during the past few days.

Sir John Thompson, in reply to Mr. Harvey, said that the Canadian delegates could, of course, only discuss the questions which the Newfoundland delegates were willing to discuss, and must discuss them in the order desired by the Newfoundland delegates. He considered, however, that the question of union was one of the greatest pending between Canada and Newfoundland, and therefore within the authority of the delegates to discuss. In any case, he pressed that what had been said on this subject on Saturday and to-day should appear on the record, if any record of the discussion was intended to be preserved and made public. The expectation of the public in Canada was that the question of union would be brought forward, and if the delegates, on their return, should be asked whether that question was taken up, they could not be expected to deny the fact. If the record was silent on that subject, they would be obliged to contradict the record.

Sir William Whiteway expressed the opinion that the consideration of the question of union, if proposed as a solution of existing difficulties, was a proper one for the consideration of the conference.

Mr. Bowell said he could not help remarking, and he would do so, he hoped, not in an offensive manner, that Mr. Harvey had been conjuring up phantoms for the purpose of knocking them down, which he admitted had been very well done. It must be remembered, that he (Mr. Bowell) had not even suggested delay in the settlement of the questions now before them for consideration. All that he had done was to ask the consideration of the greater question in a manner that might lead to a final settlement of all questions of dispute between them.

Sir William Whiteway, on behalf of the Newfoundland delegates, handed in counter-proposal "D." (See appendix 8.)

Conference adjourned until Tuesday, at 3 o'clock.

W. V. WHITEWAY, *Chairman*.
R. BOND.
A. W. HARVEY.

M. BOWELL.
J. A. CHAPLEAU.
JOHN S. D. THOMPSON.
DOUGLAS STEWART, *Secretary*.

HALIFAX, 15th November, 1892.

Conference resumed at 3 o'clock, all the delegates being present.
Mr. Bowell handed in proposal "E." (See appendix 9.)

Newfoundland and Canada.

It was agreed that the delegates should recommend to their respective governments that the rate of postage between the two countries be reduced to three cents per ounce, and that newspapers, when sent from the office of publication, be transmitted free.

It was moved by Mr. Bond, seconded by Mr. Chapleau, and

Resolved, that the Canadian and Newfoundland delegates desire to record their high appreciation of the kindness of the provincial government of Nova Scotia, in placing at their disposal the legislative council chamber, during their deliberations in Halifax; and that this expression of their gratification be conveyed to the said government through the Hon. W. S. Fielding, premier.

It was agreed that no statement of the business of the conference should be made public until the delegates report to their respective governments.

Conference concluded.

W. V. WHITEWAY, *Chairman*.

R. BOND.

A. W. HARVEY.

M. BOWELL,

J. A. CHAPLEAU.

JOHN S. D. THOMPSON.

DOUGLAS STEWART, *Secretary*.

APPENDIX 1.

Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 23rd September, 1892.

The committee of the privy council have had before them a telegram from the administrator of the government of Newfoundland to your excellency, dated the 15th September, 1892, hereto attached.

The committee advise that your excellency be moved to inform the administrator by telegraph, that a deputation from the Canadian government can meet a delegation from the government of Newfoundland at Halifax to discuss the fishery question and other questions between Newfoundland and the Dominion any time after the tenth day of October next.

The committee further advise that the government of Newfoundland be invited to name a day subsequent to the 10th October, on which it would be convenient for their delegates to meet a Canadian delegation.

JOHN J. MCGEE,
Clerk of the Privy Council.

Administrator, Newfoundland, to Lord Stanley of Preston.

(Telegram.)

ST. JOHN'S, NEWFOUNDLAND, 15th September, 1892.

Am requested by my responsible advisers to inquire of your lordship earliest possible date at which it will be convenient for a deputation of Canadian government to meet delegation from this colony to discuss fishery question and other questions of difference between the two governments.

ADMINISTRATOR.

APPENDIX 2.

Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 23rd September, 1892.

The committee of the privy council beg to recommend to your excellency that the minister of militia and defence, the minister of customs, and the minister of marine and fisheries be appointed a deputation to meet and confer with certain delegates from the government of Newfoundland upon the fishery question and other questions between the two governments.

JOHN J. MCGEE,
Clerk of the Privy Council.

APPENDIX 3.

REPORT of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 29th October, 1892.

The committee of the privy council beg to recommend to your excellency that the minister of justice be appointed a member of the deputation to meet and confer with certain delegates from the government of Newfoundland upon the fishery question and other questions between the two governments, in the room of the minister of marine and fisheries, who is obliged to proceed to England on official business.

JOHN J. MCGEE,
Clerk of the Privy Council.

APPENDIX 4.

CERTIFIED COPY of Minutes of the Honourable Executive Council, approved by His Excellency the Governor on the 27th October, 1892.

On consideration of the question of a delegation to Halifax, Nova Scotia, to confer with delegates from the government of the dominion of Canada upon the question of the fisheries and other matters of difference between the two governments, it was resolved that the Hon. Sir W. V. Whiteway, K. C. M. G., premier, the Hon. Robert Bond, colonial secretary, and the Hon. A. W. Harvey do proceed as delegates from this colony to Halifax, on the 2nd proximo.

T. O'BRIEN, *Lieut.-Col.,*
Governor.

"A"—APPENDIX 5.

The Canadian representatives, having stated their objections to the Bond-Blaine convention, and the representatives of Newfoundland, having assured the former of their desire to remove all such objections, in so far as it may be in the power of the government and legislature of Newfoundland to do so, and having declared that the ratification of that convention is a matter of the utmost importance to the colony of Newfoundland, the Canadian representatives desire to express their gratification at the assurance before mentioned.

They are unable to state, without consultation with their colleagues of the cabinet, that the protest of Canada against the ratification of the convention would not be continued, even though it should be found impossible to secure for Canada admission of Canadian fishery products to the markets of the United States, on terms like those granted to Newfoundland under the convention.

The Canadian representatives, therefore, suggest that, for the present, that question be left in abeyance, and that in the meantime, an agreement be made as follows:—

That her majesty's government shall not be asked by Newfoundland to ratify the convention until a reasonable time shall have elapsed to give Canada a further opportunity to ascertain whether the United States will consent to put the fishery products of Canada and of Newfoundland on the same footing, or grant equivalent concessions to Canadian products.

That it be understood to be the intention that Newfoundland will put Canadian fishermen and vessels on equal footing with Newfoundland fishermen and vessels from time to time as to supplies of bait, and other matters, and that no discrimination will be made against exports from Canada to Newfoundland. These two provisions to be secured at least for the time during which the convention shall be in operation, if it should be ratified

Newfoundland and Canada.

That, in the meantime, *i.e.*, during the period allowed for negotiations on the part of Canada, the fishermen and vessels of Canada shall have bait and other facilities, on the same footing as those of Newfoundland, and that no duties shall be imposed in Canada on the fishery products of Newfoundland in their fresh, salted, dried or cured state, including fish oils, and no discriminating duties in Newfoundland on exports from Canada.

That Canada will adopt such legislation as may be within the competence of her parliament against infractions of the laws of Newfoundland respecting bait, by Canadian fishermen and vessels who may obtain supplies of bait in Newfoundland.

“B”—APPENDIX 6.

The Newfoundland delegates, having carefully considered the paper submitted by the Canadian delegates, regret that notwithstanding the fact that the Newfoundland delegates have expressed their willingness to recommend to their government the removal of the objections raised by Canada, *viz.*, differential duties—access to bait—license under 1818 treaty—to the Bond-Blaine convention, the Canadian delegates hesitate to undertake on behalf of their colleagues, the withdrawal of the protest, even after time has been allowed for the conduct and termination of further negotiations with the United States on the part of Canada.

If the Canadian delegates will, however, undertake to recommend to their colleagues the withdrawal of the protest under the foregoing circumstances, if the Canada-United States negotiations have not been concluded by 1st June, 1893, the Newfoundland delegates will cordially assent to the proposal as submitted.

In case this meets with the approval of the Canadian delegates, the reports to the respective governments should embrace provisions regarding the consulate at St. Pierre—an agreement for the delimitation of Labrador boundary, and that the suits now being prosecuted in the Newfoundland courts regarding license fees, should be withdrawn.

The Newfoundland delegates would also suggest that the verbiage of the two first paragraphs on the second page of the paper submitted, should read somewhat as follows :—

(1.) That it be understood to be the intention that Newfoundland shall put Canadian fishermen and vessels on the same footing, and that Canada shall put Newfoundland fishermen and vessels on the same footing as regards their respective fisheries as the respective fishermen and vessels were upon prior to the year 1890. That no discrimination will be made by Canada or Newfoundland upon the exports from each of the colonies to the other, and that fishery products and packages containing the same shall be free upon entry into each colony from the other. These two provisions to be secured to each colony during the operation of the convention, should it be ratified.

(2.) That, in the meantime, *i.e.*, during the period allowed for negotiations, the provisions contained in the next last preceding paragraph shall be in operation between the two colonies.

“C”—APPENDIX 7.

The Canadian delegates beg to offer the following suggestion to the delegates from Newfoundland on the counter-proposal just handed in by the latter to the former.

Without discussing for the present the completeness of the statement of Canada's objections to the Bond-Blaine convention, but coming at once to the request that the Canadian delegates shall recommend to their colleagues the withdrawal of the protest made by the Canadian government, they request the Newfoundland delegates to consider the effects of such a promise. In negotiations like the present, which are *ad referendum*, a promise to recommend would be considered by the Canadian government as an obligation assumed on their behalf by three of their colleagues, and that government would, in consequence, not consider themselves free to deal with the whole question on its

merits. The Canadian delegates can, therefore, only undertake to submit the whole question to their colleagues, and to assure the delegates from Newfoundland that the representations that they have made will be considered by the Canadian government with an anxious desire that the relations of the two countries shall be of the most harmonious character, consistent with the interests of both countries.

The Canadian representatives acquiesce in the proposal to make representations to her majesty's government with reference to a consulate at St. Pierre, and to delimit the Labrador boundary, whenever the Newfoundland government is prepared to do so—an examination of the question being in the meantime made by geographical experts. As regards the suits now pending in the Newfoundland courts for the recovery of license fees, the Canadian government is hardly in a position to withdraw them. They are suits by and on behalf of persons who claim a refund of license fees, etc., and action of the character suggested in the counter-proposal would not bind the claimants to surrender their rights. The Canadian government, however, would undertake, if it be considered desirable, to secure a suspension of these suits for the period referred to in the next following paragraph, as allowed for negotiations. They would prefer that an agreement should be come to for a reference of the question of the liability of the Newfoundland government for claims of that class, to some legal tribunal, such as the judicial committee of the privy council, the supreme court of Canada, or the supreme court of Newfoundland; with the right to appeal to the judicial committee if either of the two latter courts should be the court resorted to.

They submit that the period allowed for the negotiations referred to in the proposal and the counter-proposal should be the 1st of August next.

In other respects, they respectfully invite the Newfoundland delegates to reconsider the terms of the proposal made by the Canadian delegates at Saturday's meeting.

“D”—APPENDIX 8.

The Canadian representatives having expressed their willingness to adopt such legislation as may be within the competence of their parliament, against infraction of the laws of Newfoundland respecting bait by Canadian fishermen, and vessels who may obtain supplies of bait in Newfoundland, the Newfoundland representatives undertake to recommend to their cabinet that Canadian fishermen and vessels shall be put on equal footing with Newfoundland fishermen and vessels as to supplies of bait and that no discrimination will be made against imports from Canada, provided all the produce of the Newfoundland fisheries and packages in which the same is contained shall be admitted to Canadian ports free of duty, and also that the fishermen of Newfoundland are admitted to equal privileges with Canadian fishermen in Canadian waters; the mutual concession to continue in force until the first day of June next. Should the Bond-Blaine convention in the meantime receive the ratification of her majesty's government, or the Canadian government, on or before that date, withdraw their protest against the ratification of the same by her majesty's government, then the said privilege shall continue to exist. The Newfoundland representatives had hoped that after the assurances given, viz., that such guarantee as the government of the Dominion of Canada shall deem satisfactory will be given by the government of Newfoundland that no differential tariff will be exacted against the produce of the Dominion of Canada; that the Canadian fishermen will be admitted to equal rights and privileges with the fishermen of Newfoundland, and that a system of licenses shall be adopted as a recognition of the continuity of the treaty of 1818; which meant the removal of every objection within the powers of the colony to remove, the Canadian representatives would have undertaken the withdrawal of the protest, or at least to recommend to their colleagues the withdrawal of the same after a reasonable time had been allowed to afford Canada a further opportunity to ascertain whether the United States would consent to put the fishery products of Canada and of Newfoundland on the same footing, or grant equivalent concessions to Canadian products.

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The Newfoundland delegates fail to see that in asking the Canadian representatives in these negotiations which are *ad referendum* to recommend to their government the withdrawal of the protest, their freedom of action would be contracted or influenced beyond the expression of an opinion by the Canadian representatives, and they regret that the Canadian representatives decline to accede to their request in this behalf.

In the absence of such an undertaking the Newfoundland delegates are unable to give a promise to the effect that her majesty's government will not be asked by the government of Newfoundland to ratify the convention aforesaid, more especially as such ratification is considered to be of vital importance to the trade and commerce of the colony.

The Newfoundland representatives presumed that in proposing the withdrawal of the suits respecting the license fees, their request would not have been deemed unreasonable, but would have met with a ready acquiescence, and they fail to perceive any concession on the part of the Canadian representatives in a proposal to refer the matter to a judicial tribunal, which is the utmost that can be done under the most antagonistic circumstances. They would, therefore, most respectfully ask a reconsideration of this subject by the Canadian representatives, a modification of their proposal.

“E”—APPENDIX 9.

The Canadian delegates will submit to their government the reply handed to them by the Newfoundland delegates last evening.

In the meantime, however, they respectfully assert that the stipulations which that reply designates as “mutual concessions” can hardly be regarded as such, for the following among other reasons :

(1.) The right of Canadian fishermen to buy bait in Newfoundland on equal footing with Newfoundland fishermen had already been secured, as a condition on which the Bait Act received the royal assent, and the law officers of England have, it seems, advised her majesty's government, that it is illegal for the government of Newfoundland to adopt any other course.

(2.) Equal rights of fishing in the waters of the two countries could not be regarded as a concession to Canada by Canadian fishermen. They are of opinion that the fisheries of Newfoundland waters are not so productive as to afford them lucrative employment, while the fisheries in Canadian waters are far otherwise. The fishermen of Canada in using the deep sea fisheries (which are open to the world) desire to enjoy the right to procure bait in Newfoundland. The fisheries of Canada have always been open to Newfoundland fishermen on the same terms as to Canadians. Both have always had the same terms in the markets to which the produce of the fisheries was carried. If, however, the convention between the United States and Newfoundland should give the Newfoundland fishermen a preference over Canadian fishermen in the markets of the United States by stipulation for free fish for Newfoundland, while Canadian caught fish would remain subject to duty, the disadvantage to Canadian fishermen would be seriously enhanced if Newfoundland fishermen could pursue the fisheries in Canadian waters. Canadian fish would then indeed have a free market, but only when caught by Newfoundland fishermen.

(3.) The offer that, in the event of Canada submitting to have the convention go into force, discriminating duties would not be imposed on her exports to Newfoundland, is merely an offer to do that which the government of that colony and the delegates have avowed their intention in making the convention. Canada has never imposed discriminating duties on imports from Newfoundland, and although Newfoundland for a time did so against Canada, it has been assumed that she did so under a feeling of irritation and that a policy so contrary to the principles which should govern the relations between two dependencies of the empire would not be adhered to.

As regards the desire and expectation of the Newfoundland delegates, that the suits should be absolutely withdrawn, it must be remembered that these suits were

brought to recover sums of money which were obtained by the Newfoundland government from persons in Canada, without (it is contended) the authority of the law. The Canadian delegates submit that the proposal for a reference of the controversy to some competent authority should be satisfactory, and that the Canadian government should not be asked to pay their people the money which has thus been obtained by Newfoundland. This would be the result of their undertaking to have the suits withdrawn, as the individual claimants could not be expected to abandon their rights, and neither the parliament nor government of Canada could take away those rights.

RULES

[25]

Of the Exchequer Court of Canada in respect to any proceeding that may be had or taken in the Exchequer Court of Canada to impeach any patent issued under "The Patent Act."

GENERAL ORDER.

In pursuance of the 55th section of "The Exchequer Court Act," 50-51 Victoria, chapter 16, and 52 Victoria, chapter 38, it is ordered that the following rules shall be in force in respect to any proceeding that may be had or taken in the exchequer court of Canada to impeach any patent issued under "The Patent Act," and the amendments thereto:—

1. In any proceeding for the impeachment of any patent under the 34th section of "The Patent Act," as amended by the act 53 Victoria, chapter 13, intituled "An Act to amend the Patent Act," the practice and procedure which in like proceedings were in force in her majesty's high court of justice in England immediately prior to the passing of the act of the parliament of the united kingdom of Great Britain and Ireland, 46 and 47 Victoria, chapter 57, intituled "An Act to amend and consolidate the Law relating to Patents for Invention, Registration of Designs and Trade Marks," shall be followed as near as may be.

2. In any such proceeding the party seeking to impeach the patent may, in addition to any ground or cause for impeachment that might be relied on under the 34th section of the said act, set up and rely upon any ground or cause mentioned in the 37th section of "The Patent Act," as amended by the act 55-56 Victoria, chapter 24, intituled "An Act to further amend the Patent Act,"

3. If in any case it is sought to impeach a patent for one or more of the grounds or causes mentioned in section 37 of "The Patent Act," as amended by 55-56 Victoria, chapter 24, intituled "An Act to further amend the Patent Act," and for no other cause, a sealed and certified copy of the patent and of the petition, affidavit, specification and drawings thereunto relating may be filed in the office of the registrar of the court, and proceedings to have the same declared null and void may thereupon be taken by information in the name of the attorney general of Canada, or by a statement of the claim at the suit of any person interested, in accordance with the ordinary practice of the court.

Dated at Ottawa, this 5th day of December, A.D. 1892.

GEO. W. BURBIDGE,
Judge, Exchequer Court.

Edgar versus Caron.

REPORT

OF THE

ROYAL COMMISSION

In reference to certain charges made against

HON. SIR A. P. CARON, K.C.M.G.

SESSION, 1893.

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1893

Edgar versus Caron.

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REPORT of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 16th June, 1892.

The Committee of the Privy Council, on the recommendation of the President of the Privy Council, advise that a Royal Commission under the Act, chapter 114 of the Revised Statutes, respecting inquiries concerning Public Matters be issued, directed to the Honourable Adolphe Basile Routhier of the city of Quebec, one of the Judges of the Superior Court, in and for the province of Quebec, and the Honourable Melbourne M. Tait, of the city of Montreal, also one of the Judges of the said Superior Court, authorizing such Commissioners to take evidence as to the truth or falsity of certain allegations and charges against the Honourable Sir Adolphe P. Caron, one of Her Majesty's Privy Councillors for Canada, and a member of the House of Commons of Canada, as set forth in a resolution adopted by the House of Commons on the fourth day of May, 1892, with powers to summon before them any witnesses and to require them to give evidence on oath, orally or in writing, or on solemn affirmation, if they are persons entitled to affirm in civil matters, and to produce such documents and things as such Commissioners deem requisite to the full investigation of the matters into which they are appointed to examine.

The Committee further advise on the same recommendation, that the sittings of the said Commission be held at such place as shall be found convenient, and that the Commissioners report the evidence as well to Your Excellency in Council as to the Speaker of the House of Commons.

JOHN J. MCGEE,
Clerk of the Privy Council.

Extract from THE CANADA GAZETTE of Saturday, August 6, 1892.

COMMISSION.

STANLEY OF PRESTON.

[L.S.]

CANADA.

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

To the Honourable Adolphe Basile Routhier, of the city of Quebec, one of the Judges of the Superior Court in and for the province of Quebec, and the Honourable Melbourne M. Tait, of the city of Montreal, one of the Judges of the Superior Court in and for the province of Quebec,—
GREETING :

ROBT. SEDGEWICK, } WHEREAS it is, in and by the Revised Statutes
Deputy of the Minister of } of Canada, chapter 114, intituled : "An Act
Justice, Canada. } respecting Enquiries concerning public matters,"
among other things in effect enacted, that whenever the Governor in Council deems it expedient to cause an enquiry to be made into and concerning any matter connected with the good government of Canada, or the conduct of any part of the public business thereof, and such enquiry is not regulated by any special Law, the Governor in Council may by the Commission in the case confer upon the Commissioners or persons by whom such enquiry is to be conducted, the power of summoning before them any witnesses, and of requiring them to give evidence on oath, orally or in writing, or on solemn affirmation, if they are persons entitled to affirm in civil matters, and to produce such documents and things as such Commissioners deem requisite to the full investigation of the matters into which they are appointed to examine :

AND WHEREAS during the Session of Parliament which took place during the present year (1892) Mr. James D. Edgar, a member of the House of Commons, made in his place in the House of Commons, on the sixth day of April last, certain statements against the Honourable Sir Adolphe P. Caron, K.C.M.G., another member of the House, and a member of the Queen's Privy Council for Canada, which are set forth in the Votes and Proceedings and in the Journals of the said House :

AND WHEREAS on a subsequent day the said James D. Edgar moved that the said statements be referred to the Select Standing Committee of the House of Commons on Privileges and Elections, and a debate arising thereon, as to the propriety and expediency of so referring the said statements, and on the meaning of the charges and imputations which were contained and implied in the same, the following resolution was come to by the House :—

James D. Edgar, the member representing the Electoral District of the West Riding of the County of Ontario in this House, having stated from his place in this House, that he is credibly informed and believes that he can establish by satisfactory evidence—

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1. That during each of the years 1882 to 1891 inclusive, the Quebec and Lake St. John Railway Company received by way of bonus from the Dominion of Canada, subsidies amounting in the aggregate, to upwards of one million dollars, which subsidies were voted by Parliament on the recommendation of the Ministers of the Crown.

2. Arrangements were entered into by the said Railway Company whereby the expenditure of said subsidies was made by a Construction Company through, or in conjunction with, one H. J. Beemer, a contractor—and the said Beemer, and those who assisted him in financing for the said railway works, received the benefit of the said subsidies.

3. During the whole of the said period from 1882 to 1891, the Honourable Sir Adolphe P. Caron was, and still is, a member of the House of Commons of Canada, a member of the Canadian Government, and one of Her Majesty's Privy Councillors for Canada.

4. That the said Sir A. P. Caron was, during the whole, or the greater part of the said period, one of the members of the said Construction Company, and thus had means of knowledge of, and did know of the dealings with the said subsidies and their destination after they were paid over by the Government to the said Railway Company.

5. That during the said period, and while the said railway was being constructed in part by means of said subsidies, the said Sir A. P. Caron corruptly received large sums of money out of the said subsidies, and from moneys raised upon the credit of the same, and from parties beneficially interested in the same.

6. That during the said period out of said subsidies, and out of moneys raised upon the credit of the same, and from parties beneficially interested in the same, large sums of money were from time to time corruptly paid and contributed, at the request and with the knowledge of said Sir A. P. Caron, for election purposes, and to aid in the election to the House of Commons of the said Sir A. P. Caron, and other members and supporters of the Government of which he was a member, and that after some of such last-mentioned corrupt payments and contributions were made, further and other subsidies were granted and paid to the said Railway Company by the Government of which Sir A. P. Caron was a member.

7. That the Temiscouata Railway Company was given incorporation by Letters Patent issued by the Canadian Government on 6th October, 1885, and since that date the said Railway Company has received from the Dominion of Canada subsidies to the extent of \$649,200—which subsidies were voted by Parliament on the recommendation of Ministers of the Crown.

8. That since the 6th October, 1885, and while the said Temiscouata Railway was being constructed in part by means of the said subsidies, the said Sir A. P. Caron corruptly received large sums of money from the persons who from time to time controlled the said Temiscouata Railway Company and the said subsidies, or who were beneficially interested in the said subsidies.

9. That also since the said 6th October, 1885, the persons who from time to time controlled the said Temiscouata Railway Company and the said subsidies, or who were beneficially interested in the said subsidies, paid and contributed large sums at the request, and with the knowledge of the said Sir A. P. Caron, for election purposes to aid in the election to the House of Commons of the said Sir A. P. Caron, and other members and supporters of the Government of which he was a member, and that after some of such last-mentioned corrupt payments and contributions were made, further and other

subsidies were granted and paid to the said Railway Company by the Government of which the said Sir A. P. Caron was a member.

That in the course of the Debate arising on the resolution based on such statements of the said Mr. Edgar, it was stated by the Honourable Mr. Mills, the member representing the Electoral District of Bothwell, as follows :—

“So when the leader of the Government and his colleague undertake to seriously argue that this House is denuded of all its power to enquire into the misappropriation of public money for the purpose of corrupting the electors of this country, because the trial of election petitions has been referred to the courts, I take issue with those hon. gentlemen on that ground. The trial of election petitions is one thing. The use of public money for deliberate corruption of the electors by a member of the Administration is a proper matter for enquiry by this House, and is not in the smallest degree restricted in any way by reason of the trial of election petitions having been referred to the courts.”

That it was further stated by the said Mr. Mills : “These charges point to a member of this House in his official capacity as a member of the Administration, rather than to his conduct as a member of this House. What, in effect, are the charges here made? They point to the fact that the Crown was advised to appropriate large sums of money for particular purposes, and that these moneys were diverted from these public purposes and placed in the hands of a Minister of the Crown for the purpose of corrupting the electorate in certain portions of the Dominion of Canada.”

That it was further stated by the said Mr. Mills : “There is a statement made here that this hon. gentleman, the Postmaster-General, is the Minister of the Crown who advised these subsidies being appropriated to aid these companies. There is a charge that he obtained a portion of the subsidy so voted, or its equivalent, from these companies, and used it for his own purpose in his own election, and in the elections in twenty-three constituencies in this Dominion. That charge is specific and clear enough. It is also stated that after some of these moneys were received by him this same gentleman advised the Crown to grant other subsidies to other parties, and that from these other subsidies, moneys were also obtained.”

That it was further stated by the said Mr. Mills as follows :—

“If he advised the Crown to make these appropriations, and had an understanding with one of the railway companies participating in them that these moneys, or a portion of them, should go to him, we ought to know it; we are entitled to know it.”

That it was stated in the said Debate by Sir Richard Cartwright, the member representing the Electoral District of the South Riding of Oxford, referring to the said charges of the said Mr. Edgar, as follows :—

“What in the name of wonder is it that my hon. friend beside me has charged the Postmaster-General with? He has charged him in no vague language, but in terms, with being guilty of the most corrupt conspiracy, for the purpose of destroying the electoral liberties of the people of Canada, of which any adviser of the Crown can be found guilty.”

It was stated in the said Debate by Mr. Edgar aforesaid, as follows :—

“Those railways which are involved in this charge were aided by the Dominion and Provincial Governments, and what I complain of is the appropriation of Dominion subsidies to the Postmaster-General.” And again :

“The Minister of Marine drew a nice point when he said that I did not, as I should have done, charge his colleague with public robbery. Well, I did not put it in those words but in words which I certainly intended to mean

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robbing the public. If it is not public robbery for a member to take moneys out of public subsidies, I would like to know what is." And again :

"So I think if I get a chance to go on and prove these charges there will be what is, under the law, a most abominable conspiracy."

That, from the aforesaid statements made by the said J. D. Edgar, and from comments and arguments thereon by the said David Mills and Sir Richard Cartwright and the said James D. Edgar from their places in this House, it appears that it was the intention of the said J. D. Edgar by said statement to charge Sir A. P. Caron, a member of this House, and of the Honourable the Privy Council of Canada, with grave offences and derelictions of duty, notwithstanding that the said statement of the said J. D. Edgar, first above cited, did not make any definite or precise charge against him.

That the following charges and allegations are indicated by the said statement made by the said J. D. Edgar, and by the comments and arguments of the aforesaid other members of this House, and by his own comments thereon as intended to be made in the said statement, against the said Sir A. P. Caron, namely :

1. That during each of the years 1882 to 1891, inclusive, the Quebec and Lake St. John Railway Company received by way of bonus from the Dominion of Canada, subsidies amounting in the aggregate to upwards of a million of dollars, which subsidies were voted by Parliament on the recommendation of Ministers of the Crown

2. That, during the whole of the said period from 1882 to 1891, the Honourable Sir A. P. Caron was, and still is, a member of the Canadian Government, and one of Her Majesty's Privy Councillors for Canada, and also a member of the House of Commons in each Parliament which has been elected since the year 1882.

3. That during the said period, and while the Quebec and Lake St. John Railway was being constructed in part by means of said subsidies, the said Sir A. P. Caron knowingly aided and participated in diverting the said subsidies from the purpose for which they were granted, by receiving, for election purposes, from the said railway company, or from a construction company formed for the construction of the said railway, or from one H. J. Beemer, as manager thereof, or contractor of the said railway, large sums of money out of the said subsidies, and out of moneys raised upon the credit of the same; and also, during the said period, did further knowingly so aid and participate by obtaining from the said companies, or one of them, the payment out of said subsidies, and out of moneys raised by the said companies, or one of them, on the credit of the same, of large sums of money for election purposes, and to aid in the election to the House of Commons of the said Sir A. P. Caron, and other members and supporters of the Government of which he was a member.

4. That, after some of the last-mentioned payments were so obtained and made, the said Sir A. P. Caron, in consideration thereof, corruptly aided and assisted the said Company to obtain further and other subsidies from the Dominion Parliament.

5. That, since the 6th of October, 1885, the said Témiscouata Railway Company received various subsidies from the Dominion of Canada, amounting, in all, to about \$649,200, and that the said Sir A. P. Caron knowingly aided and participated in diverting the said subsidies from the purposes for which they were granted, by receiving from the said Company large sums of money out the said subsidies, or out of moneys raised on the credit of the same, and also by obtaining the payment by the said Company, out of the said subsidies,

or out of moneys raised on the credit of the same, of very large sums of money to aid in his election as a member of the House of Commons, and in the election of other persons as members of the House.

6. That after some of the last-mentioned payments were so obtained and made, the said Sir A. P. Caron, in consideration thereof, corruptly aided and assisted the said Company to obtain further and other subsidies from the Dominion Parliament.

7. That the said Sir A. P. Caron misappropriated public money for the purpose of corrupting the electors of Canada, to wit, a portion of the moneys voted as subsidies as hereinbefore stated.

8. That the Crown having been advised to appropriate large sums of money for public purposes, to wit, the said subsidies, such moneys, or a portion of them, were diverted from the purposes for which they were so appropriated, and placed in the hands of Sir A. P. Caron for the purpose of corrupting the electorate in certain portions of Canada.

9. That the said Sir A. P. Caron had an understanding, when the said subsidies or some of them were voted or recommended, with one or more of the railway companies participating in said appropriations, or with a person or persons interested in said appropriations, that the moneys so appropriated by Parliament, or portions of them, should go to him.

10. That the said Sir A. P. Caron, by virtue of the fact so alleged, entered into a corrupt conspiracy with the said companies, or one or more of them.

That, in the opinion of this House, it is expedient that enquiry should be made as to the truth or falsity of the allegations and charges last mentioned, and numbered respectively 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 (being the allegations and charges included in the original statement of the said James D. Edgar, and those made in the course of the debate thereon), and that for that purpose the House deems it proper and convenient that the evidence relating to such allegations and charges should be taken by one or more commissioners to be appointed under chapter 114 of the Revised Statutes of Canada, and having all the powers mentioned in said chapter, and that such evidence should be laid before this House when completed.

That the names of the said Commissioner or Commissioners be submitted for the approval of this House before his or their appointment.

AND WHEREAS it is expedient, pursuant to the said resolution of the House of Commons, that enquiry under oath should be made as to the truth or falsity of the said charges or allegations mentioned;

AND WHEREAS the names of you the said Adolphe Basile Routhier, and Melbourne M. Tait, having been submitted to, were duly approved by, the said House of Commons,—

Now KNOW YE, that under and by virtue of all and every the powers and power, in that behalf vested in Us, and by and with the advice of Our Privy Council for Canada, We, reposing trust and confidence in your loyalty, integrity and ability, have nominated, constituted and appointed, and do hereby nominate, constitute and appoint you the said Adolphe Basile Routhier and Melbourne M. Tait to be Our Commissioners to take evidence as to the truth or falsity of the said charges and allegations so made as aforesaid against the said Sir Adolphe P. Caron and hereinbefore more particularly mentioned and set out.

And under and by virtue of the powers vested in Us by the statute lastly hereinbefore recited, We do hereby authorize and empower you as such Commissioners to summon before you any witnesses who may be able to testify or

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to produce documents showing the truth or falsity of the charges or allegations aforesaid, and require them to give evidence on oath orally, or in writing or on solemn affirmation, in case they are persons entitled to affirm in civil matters and to produce such documents and things as you our said Commissioners shall deem requisite to the full investigation and procuring of the evidence with respect to the matters into which you are hereby appointed to enquire and examine.

And We do hereby confer upon you all the powers and authority which We are authorized by the said statute to confer.

And We ordain and instruct that a record shall be made of all the evidence and documents which shall be given before you as to the aforesaid statements, charges and allegations, and that in the event of a difference of opinion arising as to the admissibility of any evidence or documents submitted to you as such Commissioners, then such evidence shall be taken and such documents shall be received, subject to any objection which may arise or appear to you, and shall be recorded separately.

To have, hold, exercise and enjoy the said office, place and trust unto you the said Adolphe Basile Routhier, and unto you the said Melbourne M. Tait, together with the rights, powers and privileges and emoluments unto the said office, place and trust, of right and by law appertaining, during pleasure.

And We do hereby require and direct you to report to Our Secretary of State for Canada, the evidence taken before you as such Commissioners as aforesaid.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent and the Great Seal of Canada to be hereunto affixed. WITNESS, Our Right Trusty and Well-Beloved the Right Honourable Sir FREDERICK ARTHUR STANLEY, Baron Stanley of Preston, in the County of Lancaster, in the Peerage of the United Kingdom; Knight Grand Cross of Our Most Honourable Order of the Bath; Governor-General of Canada.

At Our Government House, in Our City of OTTAWA, this SIXTEENTH day of JUNE, in the year of Our Lord one thousand eight hundred and ninety-two, and in the Fifty-fifth year of Our Reign.

By Command.

L. A. CATELLIER,
Under Secretary of State.

REPORT of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 20th June, 1892.

The Committee, on the recommendation of the President of the Privy Council, advise that no fees be exacted for the issue of Commissions to Mr. Justice Routhier and Mr. Justice Tait, members of the Royal Commission, appointed to enquire into certain charges and allegations preferred against Sir Adolphe P. Caron, a member of the Queen's Privy Council for Canada.

JOHN J. MCGEE,
Clerk of the Privy Council.

REPORT of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 20th January, 1893.

On a report dated 23rd December, 1892, from the Minister of Justice, submitting herewith a memorandum of the expenses incurred in taking the evidence in connection with the investigation of the charges against the Honourable Sir A. P. Caron, K.C.M.G.

The Minister recommends that authority be granted to pay the amount of the expenses, and to charge the same to the vote for "Litigated Matters."

The Committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,
Clerk of the Privy Council.

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MEMORANDUM.

The Hon. Mr. Justice Routhier, fee as Commissioner.....	\$	250 00
The Hon. Mr. Justice Tait “ “		250 00
“ travelling expenses.....		217 49
J. S. Archibald, Q.C., retainer (to cover solicitor work) \$		500 00
20 days at \$75.....		1,500 00
		2,000 00
Paid for travelling expenses.....	\$	254 51
G. F. Hamel, salary as secretary of the Commission.....		500 00
G. F. Hamel, disbursements for messenger, bailiffs, station- ery, &c.....		117 03
Telegrams.....		6 66
Bailiffs, and serving subpoenas....		13 00
Witness and accountants' fee....		595 00
Copying.....		7 30
		1,493 50
F. J. Bisailon, Q.C., counsel fee, 18 days at \$50.....	\$	900 00
Travelling expenses.....		170 00
		1,070 50
T. Owens, stenographer.....		367 50
J. O. Marceau “		61 75
A. Desjardins “		17 90
		\$5,728 64

To the Honourable

The Secretary of State for Canada,

Ottawa.

SIR:—The undersigned Commissioners, appointed by Royal Commission, under the Great Seal of the Dominion of Canada, dated the 16th day of June last, to take evidence as to the truth or falsity of certain charges therein set forth, made against Sir Adolphe P. Caron, K.C.M.G., Member of the House of Commons of Canada, and of the Queen's Privy Council for Canada, and to report to you the evidence taken before them, have the honour to report:—

1. That they held their first meeting in the Court House at the city of Quebec, on the 8th day of September last, when the Commission was read by the Secretary, and Mr. J. S. Archibald, Q.C., announced that he appeared on behalf of the Crown. The Commission then adjourned to meet again at the same place at the hour of half past ten in the forenoon, on the 20th of said September, for the purpose of taking evidence.

2. The Commissioners, as they deemed it their duty to do, notified Mr. James D. Edgar, member of the House of Commons, of the time and place so fixed for taking evidence and requested him to furnish them with a list of the witnesses he desired to have examined. In reply to this notice, Mr. Edgar, for reasons stated in his letter, declined to assume any responsibility for the prosecution of an enquiry, under the reference as drawn, and added a post-script, wherein he gave a list of the witnesses whom he would have called and of the documents and papers which he would have required them to produce, had he been given, as he states, an opportunity to prove his charges.

3. The Commissioners met according to such notice. Mr. Archibald, Q.C., and Mr. Bissailon, Q.C., appeared for the Crown, and Mr. Ferguson, Q.C., Mr. Pentland, Q.C., and Mr. Fitzpatrick, for Sir Adolphe P. Caron; and the examination of the witnesses was commenced.

4. Adjournments were allowed, from time to time, to meet the convenience of counsel and of the witnesses.

5. The sittings of the Commission were public and accommodation was afforded for reporters of the public press.

6. All the persons named by Mr. Edgar, with the exception of Sir Adolphe P. Caron, were duly summoned to appear and to produce the documents referred to by him.

7. They all did appear, and were examined by the counsel for the Crown in such a manner as to bring out any evidence, oral or documentary, pertinent to the enquiry that could be obtained from them, and they were open to cross-examination by the counsel for Sir Adolphe P. Caron.

8. At the conclusion of their examination, Sir Adolphe P. Caron, having expressed a desire to make a statement, was allowed to be examined in his own behalf by his counsel, and was cross-examined by the counsel for the Crown.

9. At the request of the latter, and also to afford time, to prepare the record for transmission, the Commission then adjourned for a few days, and met again on the 19th instant, when the investigation was declared closed.

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10. Nothing occurred during the course of the enquiry to indicate, nor have the Commissioners any reason to believe that any person, other than those examined, is possessed of information relevant thereto.

11. They now transmit :—

- (1.) The letter of Mr. Edgar to the Commissioners, above referred to, and certain correspondence between the counsel for the Crown and that gentleman ;
- (2.) A list of the names of the witnesses examined ;
- (3.) A list of the exhibits produced, with a summary of the contents of each exhibit ;
- (4.) The depositions given by witnesses ;
- (5.) The exhibits so fyled.

The whole respectfully submitted.

A. B. ROUTHIER, }
M. M. TAIT, } *Commissioners.*

QUEBEC, 24th November, 1892.

TORONTO, Sept. 13th, 1892.

To

The Hon. A. B. ROUTHIER,
The Hon. M. M. TAIT,
Commissioners, &c.

GENTLEMEN,—I have the honour to acknowledge the receipt of a letter from you of the 8th instant, enclosing a copy of the Royal Commission dated 16th June last, and informing you that you will meet as Commissioners at Quebec on 20th instant, for the purpose of taking evidence thereunder. I am also requested by you to furnish to the Commissioners a list of the witnesses whom I may wish to examine.

In answer to this request, I beg to submit with all respect, a statement of the position I propose to take in regard to this Royal Commission, and some of my reasons for doing so.

I made certain charges in my place in the House of Commons against Sir Adolphe Caron who is also a member of the House of Commons, and I moved for an investigation thereof by a committee of that House, having power to take evidence under oath.

The majority of the House did not accede to my motion but the Hon. Mr. Bowell, a colleague of Sir Adolphe Caron in the Ministry, proposed by way of amendment that other and different charges should be referred to a Royal Commission to take evidence thereon. Mr. Bowell's amendment was carried, and these latter charges are the subject of the present enquiry. Grave objections have been taken by many of the leading and most experienced members of the House of Commons to the action of the House in this case. They have expressed a conviction that it was entirely unprecedented, opposed to Parliamentary laws and usage as settled by the practice of the mother country, a violation of the privileges of members of the House of Commons, and designed to elude and defeat the ends of justice.

While sharing these views, I would have been personally disposed to waive them in this instance if the charges made had been fairly laid before you for investigation. Such, however, had not been the case.

My charges are not fairly nor fully submitted to you, and to show you that it was intended by the Government that they should be inquired into, I beg to quote the language of the Minister of Justice and leader of the House, who, referring to my charges in the debate on the motion for a committee used the following significant words:—"I have already said enough to show that the charges do not come within the category of charges which I mentioned as those in which the House could properly exercise its authority and jurisdiction;" and also "as the Resolution comes before the House I shall ask the House not to support it."

I wish to mention and to place on record some of the instances where Mr. Bowell's charges as referred to you have omitted essential portions of my charges; and also where they include charges which I neither made, nor suggested, nor believed to be true.

There is in the first place, a wilful and flagrant omission from the text of the Royal Commission. This omission cannot be understood by the Commissioners from a mere perusal of the document itself, which contains a grave misstatement of fact, and a suppression of highly important matter.

Your Commission informs you that a resolution was passed by the House of Commons stating that "James D. Edgar, the member representing the Electoral District of the West Riding of Ontario in this House, having stated from his place in this House, that he is credibly informed and believes that he can establish by satisfactory evidence that, etc." Here follow 9 numbered charges as I presented them—but the Commissioners will be surprised to learn that my charges are 10 in number, and the 10th is deliberately left out of the statement or recital of what my charges were.

By reference to the Votes and Proceedings of the House of Commons of 6th April, and 4th May, 1892, it will be seen that my 10th charge was as follows:—

"That the said sums of money hereinbefore mentioned in paragraphs 6 and 9, as paid and contributed for election purposes, were so used, together with other sums contributed by public contractors with the Dominion Government, and were controlled and distributed by the direct authority and with the knowledge of the said Sir A. P. Caron, in lavish and illegal amounts for the purpose of corruptly influencing the electors, and in the general election of 1887 alone, upwards of \$100,000 of moneys so contributed were so used for the purpose of corruptly influencing the electors in the following Electoral Districts, that is to say:—The Counties of St. Maurice, Champlain, Lévis, Montmorency, Charlevoix, Kamouraska, Temiscouata, L'Islet, Dorchester, Berthier, Portneuf, Québec, Gaspé, Rimouski, Montmagny, Bellechasse, Beauce and Mégantic, and Quebec West, Quebec Centre, Quebec East, and Three Rivers."

I made two grave and specific charges in No. 10, namely:—That (1) The sums of money mentioned in my paragraphs 6 and 9. (2) Together with the other sums contributed by public contractors with the Dominion Government, were controlled and distributed by the direct authority and with the knowledge of the said Sir Adolphe Caron in lavish and illegal amounts for the purpose of corruptly influencing the electors. Then, in order to be specific and clear, I particularized by giving the names of 22 counties in which \$100,000 were so used in one election. Yet this whole charge is unfairly omitted even

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from the recital of what my charges were, as well as from the subjects for your inquiry.

It will be observed that in each of my charges, 5, 6, 8 and 9, I charged Sir Adolphe Caron with corruptly receiving money from persons who were beneficially interested in said subsidies.

This charge has been absolutely eliminated from all parts of the reference to the Commissioners and yet it cannot be denied that it is one of the gravest character.

To make, apparently, up for this omission, an entirely new charge or series of charges, may be found in Mr. Bowell's statement, which is referred to you for inquiry.

In Mr. Bowell's charge 3, referring to the Quebec and Lake St. John Railway Company, it is alleged that Sir Adolphe Caron received large sums of money for election purposes "from said railway company" or "from a construction company formed for the construction of the said railway."

I made no such charge; I do not believe in its truth, and in a speech I expressly informed the House that the money was not obtained from the companies, but "from persons who were beneficially interested in said subsidies."

Then in Mr. Bowell's charge 5, referring to the Témiscouata Railway Company it is alleged that the said Sir Adolphe Caron diverted the said subsidies by receiving large sums of money "from the said company," and "by obtaining the payment by the said company" of very large sums of money.

Again, I say, no such charge was made by me, and the Government knew why I did not make it.

In Mr. Bowell's No. 6, the same charge as to the companies is repeated, because it speaks of "the last mentioned payments so obtained and made."

The assumed dealings with the railway company are again introduced in Mr. Bowell's charge No. 9, and in his final charge No. 10, a corrupt conspiracy is boldly charged to have existed for Sir Adolphe Caron and the said companies or one or more of them; and this in spite of my distinct assertions to the contrary.

In Mr. Bowell's motion of reference as it appears on the face of this royal commission he did me the honour to quote an extract from a speech I made in the House of Commons during a debate on my motion. May I be permitted to make a further extract from a speech delivered by me in the same debate, and one week before Mr. Bowell introduced his amendment? On 27th April, 1892, I said:—

"Perhaps I had better allow the Postmaster-General to draw up these charges himself and let him have them just as he would like them to be. I do not know how else I can satisfy the hon. gentleman on the other side of the House. I dare say if the Postmaster-General had the drawing of these charges he would limit them for instance to the charge that he received from the Lake St. John Railway so much money out of the subsidies, and another charge, that he received from the Témiscouata Railway Company so much money out of the subsidies, and then he would valiantly disprove those charges. I imagine that these are the charges he would like to see there, from the fact that although there is not a syllable of allegation in the charge from beginning to end that he received money from either of these corporations as corporations, still, when he got up he told us with a great flourish of trumpets that he had voluntarily received telegrams or letters from the managers of these two companies saying that he has never received any

moneys from those companies. Why, Mr. Speaker, nobody said he did. Does he imagine that anybody would think or believe that a railway corporation like that of the Lake St. John Railway, with a board formed, for instance, of representatives of the city of Quebec, would calmly sit down at their board meeting and pass a formal resolution, or that a meeting of shareholders would pass a resolution to pay so much money out of their subsidy to the Hon. Postmaster-General for himself or his elections? No, Sir, it is absurd, and the Hon. Postmaster-General when he made that declaration was simply setting up a man of straw and knocking him down again."

On 4th May, after Mr. Bowell's amendment had been moved, during the debate, and before the vote was taken, I quoted the above extract from my former speech, and added these words:—"Why, Sir, I was prophetic on that occasion, they have done exactly what I anticipated, but hardly believed would be possible."

In the face of my express omission to charge Sir Adolphe Caron with the receipt of moneys from any company or corporate body, after my explicit statement in Parliament that I did not make and could not prove any such charges, and although I had distinctly warned the Government of the futility and deception of any such allegation, yet we find them making that very charge the prominent feature of this inquiry, and I am called upon to support it.

I have shown that I did not make the charges referred to you, and that I did make other charges, which are not referred to you.

The charges which I made I was prepared to substantiate, and I indicate in a postscript to this letter the names of witnesses whom I would have summoned.

Whether the Commissioners will continue their inquiries when they have been informed of the true position of matters, it is not for me to suggest. I am, however, firmly of opinion that neither in the interest of justice, nor in common self-respect, should I assume any responsibility for the prosecution of an inquiry under a reference which appears to have been skilfully drawn to baffle investigation and to screen the offenders.

I have the honour to be, gentlemen, your obedient servant,

J. D. EDGAR.

Postscript to letter of 13th September, 1892.

Although I have been refused the investigation I demanded, and while I declined to take any part in this reference for the reasons stated, yet I take this occasion to make public a list of witnesses whom I would have called had I been given the opportunity to prove my charges, namely:—

1. Sir Adolphe Caron, whom I would have also called upon to produce for inspection his bank books, cheque books and books of account, during the period from 1882 to 1891.

2. The Secretary of the Quebec and Lake St. John Railway Construction Company, and the production by him of all contracts, sub-contracts, and agreements in connection with the construction of or financing for the Quebec and Lake St. John Railway; also the minute books, and books of account of the company, and any books showing the receipt or transfer of any Dominion subsidies.

3. The Secretary of the Quebec and Lake St. John Railway Company, and the production of books showing dates of the receipt and payment or disposal of Dominion subsidies.

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4. The Secretary of the Temiscouata Railway Company, and the production of books showing the dates of the receipt and payment or disposal of Dominion subsidies.

5. The Hon. Thomas McGreevy, whom I would also have required to produce all books, bank books, cheque books, cheque stubs, receipts, letters, orders, papers and vouchers relating to the receipt and to the payments of election expenditures while he acted as political treasurer of the conservative party in the district of Quebec.

6. J. J. Macdonald, whom I would also have required to produce all agreements, correspondence and papers of all kinds relating to the purchase by him of his interest in the Témiscouata Railway, and all vouchers, notes or cheques connected with, and books containing entries relating to the payment by him of the consideration therefor, and all vouchers, notes or cheques connected with, or books containing entries relating to the payment of moneys to aid in the election of Sir Adolphe Caron or other members or supporters of the Government of which he was a member since the said J. J. McDonald acquired an interest in said railway and became beneficially interested in the Dominion subsidies to said railway.

7. J. Israel Tarte, whom I would also require to produce all agreements, correspondence, papers, vouchers, or documents of any kind relating to the sale to J. J. Macdonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any person beneficially interested in the subsidies to said railway for election purposes, to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

8. Dr. Grandbois, M.P., whom I would also require to produce all agreements, correspondence, papers, vouchers or documents of any kind relating to the sale to J. J. Macdonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any person beneficially interested in the subsidies to said railway for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

9. A. R. MacDonald, whom I would also require to produce all agreements, correspondence, papers, vouchers or documents of any kind relating to the sale to J. J. Macdonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any persons beneficially interested in the subsidies to said railway for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

10. The representatives of the estate of the late Hon. J. G. Ross, of Quebec, and the production of all agreements, vouchers, papers, correspondence connected with the Quebec and Lake St. John Railway Company, or the construction thereof, or the financing therefor, and also all notes or vouchers, books containing entries, relating to payments to or for Sir Adolphe Caron while the late J. G. Ross was connected with the construction of, or financing for, the said railway or beneficially interested in the Dominion subsidies thereto.

11. H. J. Beemer, and the production by him of all contracts, agreements, books, papers or correspondence relating to the construction of the Quebec and Lake St. John Railway, or the financing therefor, and all notes, cheques, cheque stubs, vouchers, bank pass books, books of account or any other papers, letters or documents relating to or containing entries relating to the

payments of money to Sir Adolphe Caron or relating to contributions for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron, or other members or supporters of the Government of which he was a member.

12. The Manager of the Quebec Bank at Quebec, and the production of all books showing the discount and deposit and general accounts of Sir Adolphe Caron and Thomas McGreevy during the period from 1882 to 1891, while subsidies were being granted for the construction of the Quebec and Lake St. John Railway, and the Temiscouata Railway.

13. The Manager of the Banque du Peuple at Quebec, and the production of all books showing the discount and deposit and general accounts of Sir Adolphe Caron and Thomas McGreevy during the period from 1882 to 1891, while subsidies were being granted for the construction of the Quebec and Lake St. John Railway, and the Temiscouata Railway.

14. In the Votes and Proceedings of the House of Commons of 10th June, 1892, in a Notice of Motion given by Sir Richard Cartwright, are to be found copies of letters, receipts and other documents which seem to have a direct and essential relevancy to the charges which I made in the House of Commons. In case of failure to secure the production of the originals from Mr. Thomas McGreevy, I would have called upon Mr. John Alexander, of the Engraving Bureau, 16 Adelaide Street, West, Toronto, to produce and prove the photographic fac-similes thereof which he had executed.

J. D. E.

MONTREAL, November 9th, 1892.

JAMES D. EDGAR, Esq., Q.C., M.P.

Re Caron Charges.

SIR,—We have before us your letter dated at Toronto, the 13th September last, addressed to the Honourable Basile Routhier and Honourable M. M. Tait, Commissioners, stating your reasons for declining to be present and assist the Commissioners in the investigation of the matters referred to them by the commission.

We very much regret that you should have felt called upon to adopt this course, especially in view of the wide range of subjects covered by the Commission, and the earnest desire of all parties connected with the enquiry to take advantage of every means which might assist in discovering the truth. Allow us to call your attention to a portion of Mr. Archibald's letter to you of the 5th September last, namely:—"I beg to inform you that I have been retained by the Government of Canada as counsel to conduct the investigation referred to in the commission, a copy of which is herewith enclosed. Inasmuch as the resolution of the House of Commons by virtue of which the Commission issued was mainly based upon charges originally preferred by yourself, I am instructed to inform you that my professional services are at your disposal for the purpose of enabling you, so far as possible to substantiate these charges or any of them, and I will be glad to meet you at any time and place you may specify for the purpose of consultation and receiving your instructions. I am further desirous to request that you be present at the investigation, and I

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would take it as a favour if you would, in the meantime, furnish me with the names of all persons whom you wish or think desirable should be summoned as witnesses and I will see that all efforts are made to secure their attendance, the government paying their expenses.

"I am instructed to give all possible consideration to your suggestions whether made in the meantime, or during the progress of the investigation. I am authorised to state that the Crown will pay your personal expenses while attending the investigation."

In giving your reasons for non-compliance with our request you first stated that "grave objections had been taken by leading and experienced members of the House of Commons to the course pursued by the Government, from a constitutional standpoint, but added that you were personally disposed to waive any objection of that character, if the charges had been fairly laid before the commission for investigation." It will be unnecessary for us to say anything upon the constitutional point which you refer to, particularly as that was a matter for the House of Commons. There remains then your complaint :

1. That a wilful omission was made by the Government in the drafting of the Commission by wholly omitting from the statement of your charges as made in the House any reference to your tenth charge, which was as follows :— "That the said sums of money hereinbefore mentioned in paragraphs 6 and 9, as paid and contributed for election purposes were so used, together with other sums contributed by public contractors with the Dominion Government, and were controlled and distributed by the direct authority and with the knowledge of Sir A. P. Caron, in lavish and illegal amounts for the purpose of corruptly influencing the electors, and in the general election of 1887 alone, upwards of \$100,000 of monies so contributed were so used for the purpose of corruptly influencing the electors in the following electoral districts, that is to say :—The counties of St. Maurice, Champlain, L'Islet, Dorchester, Berthier, Portneuf, Quebec, Gaspé, Rimouski, Montmagny, Montmorency, Charlevoix, Kamouraska, Temiscouata, Lévis, Bellechasse, Beauce and Megantic, and in Quebec East, Quebec West, Quebec Centre and Three Rivers."

2. That this charge, though of grave import, was also entirely omitted from the statement of matters to be investigated by the Commission.

3. That the other charges were so changed, principally by limiting the scope of the enquiry in a manner to prevent the Commission from investigating transactions relating to the subsidies granted to the two railway companies referred to, after such subsidies had passed through the hands of said companies and into the hands of other persons beneficially interested therein, that you could not prove the charges as actually referred and did not believe them to be true.

4. That other charges which you neither made nor believed to be true were referred to the Commission for investigation.

Before proceeding to some observations as to whether your complaints were well founded or not, let us call your attention to the scope and object of the Commission as set forth on the sixth page of the copy sent you as follows :— "That in the opinion of this House it is expedient that enquiry should be made as to the truth or falsity of the allegations and charges last mentioned (namely, "those formulated by the House itself as being the purport of communications made to the House by you and other members") and that for that purpose the House deems it proper and convenient that the evidence relating to such allegations and charges should be taken by one or more Commissioners," etc. The Commission then proceeds to define the duties of the

Commissioners, and finally directs them to report to the Secretary of State the evidence taken before them. It appears to us that your letter bears evidence of two misapprehensions on your part:—

1. That you have such a political responsibility towards the House arising out of its final determination upon the matter submitted to the Commission as your letter implies;

2. That your assistance was asked for the purpose of putting you in default upon the prosecution of your own charges.

The charges, as we view them, are formulated by the House, upon its own responsibility as being in effect and substance charges which were made in the House. They were based, it is true, chiefly upon the statements made by you (presumably after careful scrutiny of the sources from which your information was derived) and it was solely because it was assumed that you would be therefore, in an exceptional manner, able to aid the labours of the Commission, that, by the direction of the Government, as we above stated, we requested your attendance and assistance.

From the above considerations it is evident that, so far as your objections are concerned, the only question material to be decided is, whether all the evidence which could have been legally adduced under your charges as made in the House, would also be relevant under the charges as actually submitted to the Commission. We submit that it is not at all competent for you to complain that the charges formulated by the House contain more than those alleged by you, provided that the statements made by you to the House could be relevantly proved as elements in the charges which the House actually made, and which it sent to the Commission for investigation.

Keeping these considerations in view, we will not refer to your objections *seriatim* :

With regard to the first objection that your tenth charge had been wilfully omitted in the recital of your charges as made in the Commission, we can see no ground for it to rest on, nor even any explanation of your having made it, other than that it was a mistake arising from a hurried and imperfect examination of the matter. That charge (your tenth) referred to electoral corruption in a large number of counties at a general election held five years previously, and, as you very well know, the House refused to grant an investigation of so extended a character, and concerning matters which might very well have formed the subject of election petitions in the several constituencies mentioned if such petitions had been made in due time, and which actually did form the subject of election petitions in some of them. It was omitted by Mr. Bowell in his amendment to your motion, and omitted, no doubt, purposely, because the House could not be asked to grant an inquiry upon that charge, as it was asked to do upon the subject and purport of the others. It is, however, only necessary to say that the Commission cites verbatim the resolution of the House upon which it was based and does not justify your charge of wilful omission. That resolution was debated at great length, as you are well aware, for in the debate you took a prominent part.

Now, as to your second objection, that said tenth charge contained matter of grave import and should have been referred for investigation, let us for the moment eliminate all that refers to the corrupt use of money in certain named counties for purposes of bribery which, as you know, the House refused to investigate, because it was a matter which belonged to the ordinary courts to be proceeded upon by election petitions, and not one which would, at that time, affect the rights or privileges of any member of the House, and let us

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ask: What remains in said charge? Only the allegation that sums of money obtained out of subsidies, or on the credit of subsidies granted to the Quebec and Lake St. John Railway Company, together with other sums obtained from Government contractors were controlled and distributed by the direct authority and with the knowledge of Sir Adolphe Caron for electoral corruption. This manifestly adds nothing to the previous charges except the general allegations, that money to an amount not stated, had been contributed by persons not named, or otherwise identified, and this money also had been corruptly used by Sir Adolphe Caron. If you knew the persons from whom such other monies had been obtained, you had an opportunity to mention them, or otherwise render identification possible. If you did not know it is difficult to see how you could justify the general charge, if, indeed, it was really intended to add anything to those preceding it. We should suppose that you could not expect an inquiry to be granted on so vague an allegation.

You, of course, are familiar with the practice of the courts in cases where vague and general charges are made. The person promoting them is obliged to particularize or to have his charge struck out, as giving no fair notice to the opposite party of the nature and scope of the accusation.

Coming to the third objection, it is manifest by reading the commission, that in so far as it refers to the Quebec and Lake St. John Railway it is founded upon a misquotation of the language of the commission. By looking at your charges as recited in the resolution which is set forth in the commission we find that in your first charge you state the amount of subsidies that had been granted and paid by the Dominion of Canada to the Quebec and Lake St. John Railway Company; in your second you allege that arrangements were made by the Railroad Company whereby the expenditure of such subsidies should be made by a construction company, through or in conjunction with H. J. Beemer, a contractor, and that the said Beemer and those who assisted him in financing for the said railway works received the benefit of said subsidies. Then follow Nos. 3 and 4 referring to Sir Adolphe's position in the Government, and his means of knowledge of the dealings with the subsidies by the parties receiving them. Then follow Nos. 5 and 6 which allege that Sir A. P. Caron corruptly received large sums of money out of said subsidies or from money raised on their own credit from persons beneficially interested in them; and further that large sums of money were contributed for corrupt election purposes out of said subsidies at the request of Sir A. P. Caron.

The charges as set forth in the reference follow yours in alleging the granting the subsidies, and the position of Sir A. P. Caron in the Government, and by the third charge proceed as follows. "That during the said period and while the Quebec and Lake St. John Railway Company was being constructed in part by means of said subsidies the said Sir A. P. Caron knowingly aided and participated in diverting said subsidies from the purposes for which they had been granted by receiving (for election purposes from the said railway company) or from a construction company, formed for the construction of the said railway, or from one H. J. Beemer, a manager thereof, or contractor of the said railway, large sums of money out of the said subsidies, and out of moneys raised upon the credit of the same; and also during the said period did further knowingly so aid and participate, by obtaining from the said companies, or one of them, the payment out of said subsidies and out of monies raised by the said companies, or one of them, on the credit of the same, large sums of money for election purposes, and to aid in the elections to the

House of Commons of the said Sir Adolphe P. Caron and other members and supporters of the Government of which he was a member.

“That after some of the last mentioned payments were so obtained and made, the said Sir A. P. Caron, in consideration thereof, corruptly aided and assisted said companies to obtain other and further subsidies from the Dominion Parliament.”

In your letter you state your objection on this head as follows:—“It will be observed that in each of my charges 5, 6, 8 and 9, I charged Sir A. P. Caron with corruptly receiving money from persons who were beneficially interested in said subsidies. This charge has been absolutely eliminated from all parts of the reference to the Commissioners, and yet it cannot be denied that it is one of the gravest character. To make up apparently for this omission an entirely new charge or series of charges may be found in Mr. Bowell’s statement which is referred to you for inquiry. In Mr. Bowell’s charge three (3), referring to the Quebec and Lake St. John Railway Company, it is alleged that Sir A. P. Caron received large sums of money for election purposes from said railway company or from a construction company formed for the construction of said railway.”

You will perceive upon examination that you have omitted from your citation from charge three (3) of the reference, the following words:—“Or from one H. J. Beemer as manager thereof, or contractor of the said railway.” You have apparently overlooked your own second charge in which you describe the parties who were interested in said subsidies as follows:—“Arrangements were entered into by said railway company whereby the expenditure of said subsidies was made by construction company, through or in conjunction with one H. J. Beemer a contractor, and the said H. J. Beemer and those who assisted him in financing for the said railway works received the benefit of the said subsidies.”

The Commission, as you will perceive, though not making use of the exact words used by you, varies your charge by specifically inserting the name of the person whom you declare (as indeed the proof is) have been beneficially interested in the subsidies, and by omitting the general word upon which you lay so much stress “persons beneficially interested in the subsidies.” I refer you again to the principles which regulate every fairly conducted enquiry and which require that an accuser shall give fair notice to the opposite party of the names of those in relation to whom he is accused of wrong-doing.

You will thus see that in the case of the Quebec and Lake St. John Railway Company, at least, the Commission specifically directs inquiry into any corrupt dealing with the subsidies granted to said railways by Sir Adolphe Caron, in conjunction, not only with the company itself, but also with all those who became entitled to handle said subsidies before they were expended in the actual construction of the road, or, to use your own phrase, with all those “who were beneficially interested therein.”

With reference to the Temiscouata Railway Company it is to be noted that you do not specify, as you did in the other case, the persons who were beneficially interested in the railway, but you content yourself with general language, viz.: “The persons who from time to time controlled the Temiscouata Railway Company and the said subsidies, or who were beneficially interested in the said subsidies.” This difference of expression on your part may very probably be explained by the fact that you knew (as you might easily have known by consulting public documents in the Railway Department, and the sessional papers, and as the Government well knew), that the said railway

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company at all times controlled said subsidies and received them personally from the Government. The evidence taken shows that the company contracted with the firm of McDonald & Boswell for the construction of the work, but the consideration of that contract was the transfer of all the assets of the company, including the capital stock, to said McDonald & Boswell, so that the latter became really the Temiscouata Railway Company although they kept their construction account in the names of McDonald & Boswell.

We cannot think that under the circumstances above stated you could seriously contend that the omission of the names "McDonald & Boswell" from the reference, or the omission of the general language used by you above recited could have rendered irrelevant evidence offered of the dealing with said subsidies by McDonald & Boswell, in conjunction with Sir Adolphe Caron for corrupt purposes. Such an objection was indeed made on the part of Sir Adolphe Caron, but it was set aside as unfounded by the Commission.

But even if such evidence were irrelevant under the fifth of the reference, would it not be relevant under the seventh which reads as follows: "That the said Sir A. P. Caron misappropriated public money for the purpose of corrupting the electors of Canada, to wit, a portion of the monies voted as subsidies as hereinbefore stated." You say that Sir A. P. Caron either personally received, from persons beneficially interested in the subsidies granted by Parliament to the Temiscouata Railway Company, or that upon his request or with his knowledge such persons contributed large sums of money out of said subsidies to aid supporters of the Government in the elections. We have but to ask you whether such acts would constitute a misappropriation of public money on the part of Sir A. P. Caron? If they would, it is specially charged in clause No. seven (7) of the reference. If they would not, why do you complain of their omission from charges which you have repeatedly declared to be charges of misappropriation of public money?

Then follow the 8th, 9th and 10th clauses, which vary the statement of the accusation against Sir A. P. Caron as to make every fact which would tend to show corrupt dealing with the subsidies referred to by him, either alone or in conjunction with others, admissible in evidence.

We cannot help thinking, if you will allow us to say so, that it was the existence of these more serious charges, which, while containing all that you had alleged, went so far beyond your accusation, that you shrank from even appearing to support them, combined with what we think was a mistake as to the nature of your responsibility in connection with the result of the Commission, which chiefly decided you to decline our request for your assistance.

We have however placed before the Commission fully and fairly all the evidence relevant to the inquiry. We have called all the witnesses whom you mentioned as being likely to give evidence in the matter, together with others, who, during the course of the investigation, it seemed proper to examine.

We have asked the Commission to adjourn and to meet again on a day to be fixed, to formally close their labours, and, although the adduction of evidence is understood to have been closed, still if you request it and give us satisfactory reasons to believe that any other witnesses you may now wish to name can give important evidence relevant to the inquiry, we shall apply for a re-opening of the proceedings for the purpose of hearing such witnesses. We enclose a copy of the depositions taken.

We are your obedient servants,

J. S. ARCHIBALD,
F. J. BISAILLON.

N. B.—The 19th of November instant has been fixed for the meeting of the Commissioners above mentioned.

J. S. A.
F. J. B.

The foregoing is a duplicate of a letter mailed at Montreal to James D. Edgar, Q.C., M.P., Toronto, on the 14th day of November instant.
MONTREAL, 15th November, 1892.

J. S. ARCHIBALD,
F. J. BISAILLON,

TORONTO, 16th November, 1892.

To

J. S. ARCHIBALD, Esq., Q.C. and
F. J. BISAILLON, Esq., Q.C.

Re Caron Charges.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter dated 9th instant, but which only left Montreal on the 14th and was received by me yesterday. I have not yet had time to peruse with care the bulky volume containing four hundred pages of evidence which you forwarded to me on the same day; and moreover it would be premature of me to enter upon criticism of the course of Counsel for the Crown, or of the rulings of the Commissioners, until the proceedings are reported to the House of Commons. You quote from your letter of the 5th September last, in which you offer to place your professional services at my disposal to enable me to substantiate the charges to be investigated by the Royal Commission. I gave my reasons for not complying with the invitation by enclosing a copy of my letter to the Commissioners, dated 13th September, and I need not repeat them now. I will only say that my general view, to which I still adhere, was, that some very important charges were wholly omitted from those referred to the Commission, while others were garbled beyond recognition.

For reasons at which I can only guess, no reply whatever was vouched to this letter. As to whether my views were concurred in by either the Commissioners or the Counsel for the Crown, I was allowed to remain completely in the dark until yesterday, when all too late in the day, you dispute some of my positions, and say that the Bowell charges were even broader than my own. Why you did not announce these to be the views of the Commissioners and yourselves until the material witnesses had all been examined and dismissed, you do not attempt to explain.

I confess to unqualified surprise at your statements that Mr. Bowell's charges were more serious than mine, that they contained all that I had alleged, and that they went so far beyond my accusations that I shrank from even appearing to support them. I fear that your enthusiasm over your briefs has somewhat affected your imaginations, for it can scarcely be believed that Sir Adolphe Caron's colleagues intended their charges to be more serious, or their accusations against him to be more severe than mine. To state such a proposition is to refute it.

If, however, the proceedings under the Commission shall show that a broader interpretation of some of the charges before them was given than I had supposed would have been warranted by their language, I will frankly

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acknowledge it. It seems to be very deplorable that so many alterations were made by Mr. Bowell in his revision of my accusations as not only to have led myself but the public press and (as you state) Sir Adolphe Caron's lawyers, to the conclusion that there were essential and intentional differences in the meaning of the two sets of charges.

Again, although you received in the middle of September, and before a single witness had been called, my letter to the Commissioners fully stating my doubts as to the admission by them of evidence which I might produce in support of my original charges, it is not until every one of the witnesses I have named have been examined that I have received the slightest intimation from either yourselves or the Commissioners that any such evidence would be admitted. Without a wish to impute improper motives to any one, I cannot help feeling that those who are uncharitably disposed may be inclined to doubt the frankness of your silence on this point—a silence that was carefully maintained until every one of these witnesses had been examined. When that safe stage has been reached, I am told that the enquiry has a wider scope than was supposed, and I am now asked if I have any other witnesses to name. It seems to me that even the tactical advantage of this step of yours is doubtful, because it so manifestly comes too late. I may add that I am not at present aware of any material witnesses in support of my original charges beyond those named in my letter of 13th September last.

I gather from the hasty glance I have been able to give the evidence that even the restricted nature of the inquiry, and the unprecedented circumstances surrounding it did not prevent some startling revelations of a portion of the facts upon which my charges were based. For these exposures you are entirely indebted to the list that I gave of witnesses whom I would have called in support of my original charges. After I had furnished that list it would have been impossible for you, (even if you had so desired) to refrain from calling them.

When even the imperfect evidence elicited shall be made public, no one will be at a loss to perceive why party political exigencies required that I should have been refused an investigating committee of the House of Commons. I am much mistaken if an aroused and indignant public opinion will not insist that the full, fair, and open inquiry which I demanded from my place in Parliament shall be granted next Session, and the partial disclosures made shall be probed to the bottom.

I have the honour to be, gentlemen,

Your obedient servant,

J. D. EDGAR.

MONTREAL, QUE., 19th Nov., 1892.

JAMES D. EDGAR, ESQ., Q.C., M.P.,
Toronto.

Re Caron Charges.

SIR,—Your letter dated the 16th inst. reached us yesterday.

We note the following statement in your letter: "I may add that I am not at present aware of any material witnesses in support of my original charges beyond those named in my letter of 13th September last." We

must convey to you our thanks for this admission because it leaves no doubt that the Commission has exhausted every source of information.

You do not controvert the soundness of the arguments of our letter of the 9th inst. with regard to the scope of the inquiry further than by what may be called an *argumentum ad absurdum* which you state as follows: "I confess to unqualified surprise at your statements that Mr. Bowell's charges were more serious than mine; that they contained all that I had alleged, and that they went so far beyond my accusations that I shrank from even appearing to support them. I fear that your enthusiasm over your briefs has somewhat affected your imagination, for it can scarcely be believed that Sir Adolphe's colleagues intended their charges to be more serious or their accusations against him to be more severe than mine."

You assume that we had asserted that Mr. Bowell and the members of the Government, colleagues of Sir Adolphe Caron, had made charges against him, and that these were more grave than those made by you. This assumption is altogether erroneous. The language of our letter to you on the point is as follows:—

"The charges as we view them are formulated by the House on its own responsibility as being in effect and substance charges which were made in the House. They were based, it is true, chiefly upon statements made by you," etc. We then proceeded to point out (as the Commission itself always does), that your original charges were amplified in debate by you and other members of the House, and that the reference was so drawn as to include all that had been originally charged (with the exception of your tenth charge), and also all that was alleged to be the meaning of said charges by yourself, Sir Richard Cartwright and Honourable David Mills in the course of said debate, and that the interpretation of your charges by the gentlemen named gave to them a graver import than their language implied. Neither did Hon. Mr. Bowell, nor did any member of the Government make any charges against Sir Adolphe Caron; but finding certain charges publicly made in the House against him, they proposed to the House to cause them to be investigated by Royal Commission.

The remainder of your letter is taken up by a complaint that neither we nor the Commissioners had intimated to you that the scope of the investigation was broader than you had supposed, until all the material witnesses had been examined.

This is, we think, a peculiar complaint to come from you, a leading and experienced barrister, a member of the House of Commons, who took an active part in the debate upon the resolution of the House upon which the Commission was founded. If your real reason for not taking part in the investigation as you were invited to do, was that you doubted whether the evidence would be permitted to travel over ground deemed essential by you, why did you not present yourself and test the judgment of the Commissioners upon the point? It would have been quite competent for you to have retired when you found yourself unduly restricted.

You were requested by Mr. Archibald's letter of the 9th September, to appear at the investigation, and assist its work. He offered you his professional assistance for that purpose. You not only declined to assist, but stated that your self respect would be compromised by doing so. You did not address your letter, stating your reasons for declining, to Mr. Archibald, but you addressed it to the Commissioners themselves, where it would become part of their record, sending at the same time a copy to Mr. Archibald.

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Now you complain that neither we nor the Commissioners informed you that you were in error as to scope of the inquiry, until all the material witnesses had been examined, and you suggest want of frankness on our part. We shall not suggest want of sincerity on yours.

We cannot suppose that you expected the Commissioners to enter into a correspondence with you as to what judgment they would give upon the admission of certain kinds of evidence. That would be contrary to their duty as judges.

Did you then expect the Counsel for the Crown, to whom you had not addressed your communication of the 13th Sept., to place his opinion against yours so positively expressed, and to beg you again to assist in an inquiry in which you alleged your self respect would be compromised? You relied upon your own judgment as to the point in question. You declined Mr. Archibald's offer of professional assistance, and you could not reasonably expect that it would be renewed.

We thank you for the indirect assistance given to us in making public the names of the persons whom you expected would give material evidence. When we had examined them all, in order to take every means of making the enquiry as thorough as possible, we decided to write to you to ascertain whether you knew of any other persons who ought to be examined. We did not ask you in any way to depart from your previous course of non-intervention, but only to do what you had previously done, make public the names of all witnesses known to you. We desired to put on record a reply to your letter of 13th Sept., (a right which you would surely not deny us) and we availed ourselves of the occasion to communicate such reply to you.

We shall not follow you into your suggestions of want of frankness and bad faith on our part. These may very well be left to be determined by the public judgment founded upon the work which we have done.

We are your obedient servants,

J. S. ARCHIBALD.

F. J. BISAILLON.

I do swear that I will truly and faithfully, to the utmost of my abilities, execute the office and duties of Royal Commissioner named by Letters Patent of 16th June, 1892, to receive evidence on charges preferred against the Honourable Sir A. P. Caron, K.C.M.G. So help me God.

A. B. ROUTHIER.

Sworn before me this 7th day of }
September, 1892, at Quebec. }

J. H. R. BURROUGHS,

Com. per *Ded. Pot.*

I do swear that I will truly and faithfully, to the utmost of my abilities, execute the office and duties of Royal Commissioner named by Letters Patent of 16th June, 1892, to receive evidence on charges preferred against the Honourable Sir A. P. Caron, K.C.M.G. So help me God.

M. M. TAIT.

Sworn before me this 7th day of }
September, 1892, at Quebec. }

J. H. R. BURROUGHS,
Com. per Ded. Pot.

CANADA, }
PROVINCE OF QUEBEC, }
District of Quebec. }

COMMISSION OF THE SECRETARY OF THE ROYAL COMMISSION.

We, the Honourable Adolphe Routhier and Melbourne M. Tait, Judges for the Superior Court for the Province of Quebec, by virtue of the powers vested in us in our capacity of Royal Commissioners named by Letters Patent under the great seal of the Dominion of Canada, dated the sixteenth June one thousand eight hundred and ninety-two, to take evidence as to the truth or falsity of the charges preferred against the Honourable Sir Adolphe P. Caron, K.C.M.G., and report to the Secretary of State for the Dominion of Canada the evidence taken therein; do hereby nominate and appoint Gustave Fari-bault Hamel, of St. Mary, Beauce, advocate, the clerk and secretary of this commission.

Given under our seal in the city of Quebec, the sixth day of September, one thousand eight hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

CANADA, }
PROVINCE OF QUEBEC, }
District of Quebec. }

ROYAL COMMISSION.

I swear that I will discharge exactly and faithfully, to the best of my capacity, the office of clerk, to which I am appointed by the Royal Commission. So help me God.

GUSTAVE HAMEL.

Sworn before me at Quebec, this }
7th day of September, 1892. }

A. B. ROUTHIER,
Commissioner.

Edgar versus Caron.

CANADA,
PROVINCE OF QUEBEC, }
District of Quebec. }

ROYAL COMMISSION.

I swear to fulfil exactly and faithfully, to the best of my ability, the duties of stenographer to the Royal Commission appointed to take evidence as to the truth or falsity of the charges preferred against the Honourable Sir Adolphe P. Caron, K.C.M.G., and report them. And so help me God.

THOMAS P. OWENS.

Sworn before me this 20th day }
of September, 1892. }

A. B. ROUTHIER,
Royal Commissioner.

CANADA,
PROVINCE OF QUEBEC, }
District of Quebec. }

ROYAL COMMISSION

I swear to fulfil exactly and faithfully, to the best of my ability, the office and duty of stenographer to the Royal Commission appointed to take evidence as to the truth or falsehood of the charges made against the Honourable Sir Adolphe P. Caron, K.C.M.G., and report thereon. So help me God.

J. O. MARCEAU.

Sworn before me this twentieth }
day of September, 1892. }

A. B. ROUTHIER,
Royal Commissioner.

CANADA,
PROVINCE OF QUEBEC, }
District of Quebec. }

ROYAL COMMISSION.

I appear on behalf of the Government of Canada.
QUEBEC, 8th September, 1892.

J. S. ARCHIBALD.

IN THE MATTER OF THE ROYAL COMMISSION.

Appointed under the Great Seal of the Dominion of Canada, for the purpose of taking evidence as to the truth or falsity of charges preferred against the Honourable Sir A. P. Caron, K.C.M.G.

FIRST SITTING.

THURSDAY, 8th September, 1892.

The first meeting is held in the Court House, Quebec.

PRESENT :

The Honourable Adolphe Basile Routhier,

“ Melbourne M. Tait,

Commissioners.

The Commissioners take their seats at 11.15 a.m., and announce that Mr. Gustave F. Hamel, of Quebec, advocate, has been appointed clerk and secretary of the Commissioners.

The secretary then reads the commission and also the certificate of J. H. R. Burroughs, Esq., commissioner *per dedimus potestatem*, stating that he received the commissioner's oath of office.

Mr. J. S. Archibald, of Montreal, Q.C., appears on behalf of the Government of Canada, and states that he is instructed to act in the case as a Crown prosecutor in a certain criminal suit. Mr. E. A. Pentland, Q.C., and Mr. Charles Fitzpatrick, appear on behalf of Sir A. P. Caron. The commission then adjourns to the 20th inst. the hearing of witnesses.

SECOND SITTING.

TUESDAY, 20th September, 1892.

The Commissioners take their seats at 10.30 a.m.

Honourable Judge Routhier, Chairman of the Commissioners, states that they have sent a letter to Mr. J. D. Edgar, Member of the House of Commons for West Ontario, notifying him to appear before them, but he has declined to do so, for the reason set forth in a letter now filed in the record.

F. J. Bisailon, Q. C., appears as counsel for the Government. A. Ferguson, Q.C., Ottawa, also appears as leading counsel for Sir A. P. Caron.

Matthew J. Dickieson, of the city of Ottawa, Chief Accountant of the Finance Department, is then sworn in and examined by Mr. Archibald on behalf of the prosecutor and asked to produce all certificates from the Auditor General, powers of attorney, cheques and vouchers, relating to the payment of the subsidies granted to the Quebec & Lake St. John Railway and the Temiscouata Railway.

Application is made by A. Ferguson, Q. C., leading counsel for the defence on behalf of Sir Adolphe Caron to have a statement made of all these different accounts of subsidies paid so as to give them the opportunity of stating if they admit these payments and thus avoid a great loss of time. Application is rejected by the Commissioners on the objection raised by Messrs. Archibald and Bisailon, Q. C., for the Government. The witness is then examined.

Mr. Archibald on behalf of the prosecution asks that the Commissioners adjourn until the 21st at 10.30 a. m. The Commission is adjourned accordingly.

Edgar versus Caron.

THIRD SITTING.

WEDNESDAY, 21st September, 1892.

The Commission take their seats at 10.30 a. m.

Louis Kossuth Jones, Secretary to the Chief Engineer of the Railway Department, Ottawa, is then examined and sworn on behalf of the Crown by M. Bisailon, Q. C., and produces the following documents concerning the Lake St. John and Temiscouata Railway, which are filed in exhibits for the Crown.

At 4 p. m. Commission adjourns to the 22nd September, 1892, at 10.30 a. m.

FOURTH SITTING.

THURSDAY, 22nd September, 1892.

The Commissioners take their seats at 10.30 a. m.

Mr. J. G. Scott, Secretary to the Quebec & Lake St. John Railway and Lake St. John Construction Company, is then examined by J. S. Archibald, Q. C., for the Crown and asked to produce all vouchers, documents, papers, contracts, &c., concerning said above companies and having any relation to the said companies, by the Federal Government.

The examination of Mr. J. G. Scott is continued until adjournment at 4.30 to the 23rd September inst.

FIFTH SITTING.

FRIDAY, 23rd September, 1892.

The Commissioners take their seats at 10.30 a. m.

Examination of J. G. Scott, Secretary to the Lake St. John Railway Company, continued by J. Archibald for the Crown.

Objection is taken to the evidence of certain payments by way of gift or loans by the Quebec & Lake St. John Construction Company to any electoral purposes for the election of Sir Adolphe Caron or his supporters.

A. Ferguson objects strongly to such evidence on behalf of Sir Adolphe Caron, on the ground that it is not coming under the jurisdiction of the Commission and not within the scope of the inquiry.

Mr. Charles Fitzpatrick also argues at length the same objection.

Messrs. Archibald and Bisailon for the Crown contend that it is within the scope of the inquiry and that they have a right to show that large amounts of money were thus paid to the electoral fund by the company to aid the election of Sir Adolphe Caron or his supporters coming out of the Dominion Government subsidies.

The Chairman overrules the objection on the ground that their Commission gives them the right to inquire into such dealings as those referred to.

At 12.30 a. m., Mr. Fitzpatrick counsel for Sir Adolphe Caron, begins the cross-examination of the witness.

At 1 p. m., adjournment until 2 p. m.

At two p. m., sitting is resumed and cross-examination of J. G. Scott continued until 3 p. m.

Then witness is re-examined until adjournment at 4 p. m., to the next morning at 10.30 a. m.

SIXTH SITTING.

SATURDAY, 24th September, 1892.

The Commissioners take their seats at 10.30 a. m.

The following witnesses are called, James Geggie, Frank Ross, of the city of Quebec, and Henry James Beemer, of the city of Montreal.

Messrs. Geggie and Beemer are present and the latter is then examined by J. S. Archibald, Q. C., for the Crown and asked to produce several documents concerning his different transactions with the Lake St. John Railway Company and Construction Company.

Mr. Fitzpatrick on behalf of Sir Adolphe Caron moves for an adjournment until Thursday the 29th instant, in order to facilitate the production of said documents by witness. He also asks that only those books and documents which have some reference to the matters now inquired into, be produced and that for that purpose they be examined by witness before the counsels of both parties and further submitted for approbation to the Commissioners.

J. S. Archibald, Q. C., for the Crown says he has no objection to such adjournment and the motion is granted.

The Commission then adjourns till Thursday, 29th September, 1892, at 10.30 a. m.

SEVENTH SITTING.

THURSDAY, 29th September, 1892.

The Commission take their seats at 10.30 a. m.

The names of Messrs. Israel Tarte, Thomas McGreevy, Frank Ross, James Geggie, Antoine Bonheur, Wm. Dean, Manager of the Quebec Bank, and H. J. Beemer are called.

Messrs. Tarte, Beemer and Dean are present.

The chairman reads a telegram from Honourable Thomas McGreevy, stating that he would be before the Commission the next day, 30th instant.

H. J. Beemer, of the city of Montreal, contractor for the construction of a portion of the Quebec and Lake St. John Railway Company is then examined by J. S. Archibald, Q. C., for the Crown.

His examination is interrupted for a few minutes to allow Mr. J. G. Scott, Secretary to the Lake St. John Railway Company, to produce certain documents which are filed in the record.

Mr. Beemer's examination is then continued. The witness being asked to say if he has in his possession accounts of political subscriptions to the election of Sir Adolphe Caron or his supporters from 1882 to 1891, and if he did subscribe to such fund.

Mr. A. Ferguson, Q.C., on behalf of Sir A. P. Caron, objects to such questions.

Mr. C. Fitzpatrick also argues at length the same objection.

Mr. Archibald, Q.C., on behalf of the Crown, answers.

Judge Routhier, Chairman of the Commission, overrules the objection.

Mr. Beemer having answered that he had in his possession an account book of monies spent for election purposes, is ordered to produce it on motion from Mr. Archibald, Q.C.

At 4 p.m. witness returns in court without the books, which he could not find, and promises to produce them the next morning.

Commission then adjourns until to-morrow, 30th inst., at 10.30 a.m.

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EIGHTH SITTING.

FRIDAY, 30th Sept., 1892.

Commissioners meet at 10.30 a.m.

Hon. Geo. Irvine, Q.C., appears on behalf of H. J. Beemer and asks the Commission to be allowed to consult with his client before the latter be examined any further. Application is granted and Honourable Thomas McGreevy is then examined by counsel for the Crown.

In answer to the question asking him to produce all documents, account books, &c., in his possession, having reference to the matters enquired into, witness states that he has no such documents except receipts which he could not find but which he would produce as soon as discovered.

W. R. Dean, manager pro tempore of the Quebec Bank, is afterwards examined by J. S. Archibald, Q.C., and produces a statement or extract from the books of the bank giving the liability of H. J. Beemer with the bank and the late J. S. Ross.

At 2 p.m. Mr. Beemer's evidence is taken up and continued. Witness producing statement asked for by the Crown.

At 5 p.m. Commission adjourns to next morning at 10.30.

NINTH SITTING.

SATURDAY, 1st Oct., 1892.

Commissioners meet at 10.30 a.m.

Mr. James Geggie is examined by J. S. Archibald, Q.C., and produces documents concerning the financial relations between Hon. J. S. Ross and H. J. Beemer, and having reference to political subscriptions from 1882 to 1891.

Mr. Chs. Fitzpatrick, on behalf of Sir A. P. Caron, cross-examined witness.

Mr. Dean is recalled to produce certain documents.

Commission adjourns until Tuesday, 4th October, at 10.30 a.m.

TENTH SITTING.

TUESDAY, 4th October, 1892.

The Commission take their seats at 10.30 a.m.

The names of Messrs. J. J. MacDonald, A. R. MacDonald, E. D. Boswell, A. Grandbois, Thomas McGreevy, Frank Ross, P. B. Dumoulin, Israel Tarte, Ernest Wurtle; and then called

Honourable Thomas McGreevy, is asked by J. S. Archibald, Q. C., on behalf of the Crown, to produce the papers and documents, which he was ordered to produce by the Commissioners when previously examined, and states that he is unable to do so, having searched for them unsuccessfully, but he will try and find them, and if so, will produce them on Friday.

The Chairman reminds witness that the next time he comes back before the Commissioners he must be in a position to state whether or not he has lost such papers.

The examination of Ernest Wurtle, of the city of Quebec, accountant of Mr. Beemer, is then taken up.

Mr. Archibald then declares that he has finished for the moment with the enquiry concerning the Lake St. John Railway matter and will now examine witness in reference to the Temiscouata Railway subsidies.

A. R. Macdonald, Superintendent of the Quebec Division of the Intercolonial Railway Co., is then examined by Mr. Bissaillon, Q.C., on behalf of the Crown.

Mr. Bisailon, for the Crown, moves that when the Commission adjourns it stands adjourned until Tuesday next so as to allow him to have witnesses summoned, and read a rule ordered against them in case of refusal to attend. By Mr. A. R. Macdonald's evidence, it appears that his is only incidental to that of Messrs J. J. McDonald and E. D. Boswell, who are really the most important witnesses in this matter of the Temiscouata Railway, being in possession of all the papers and documents belonging to the Company.

His Honour Judge Tait, Commissioner, complains of the loss of time resulting from these repeated adjournments, drawing the Counsel for the Crown's attention to the fact that the subpoena to the last mentioned witnesses had not been sent in time. As far as he is concerned he is not disposed to grant any further adjournment after this last one.

J. S. Archibald, Q. C., on behalf of the Crown, states that he has acted with all possible diligence, and cannot be held responsible for the non-appearance of Messrs. McDonald and Boswell, these gentlemen having left their domicile some days ago. Of course the Commissioners are aware that the prosecution have worked in the dark to a certain extent.

Dr. Grandbois, M. P. for the County of Temiscouata, is then examined by Mr. Bisailon, and subsequently cross examined by Mr. Ferguson, Q. C.

The Commissioners adjourn at 4 p. m. until Tuesday the 11th instant, at 10.30 a. m.

ELEVENTH SITTING.

TUESDAY, 11th October, 1892.

The Chairman of the Commission, Honourable Mr. Routhier, adjourns the Commission until Tuesday the 18th October instant, because of the non-appearance of the necessary witnesses.

TWELFTH SITTING.

TUESDAY, 18th October, 1892.

Honourable A. B. Routhier, Chairman of the Commission, takes his seat at 10.30 a. m., and states that the Commission will remain adjourned until Tuesday, the 26th instant,

The attorneys for the defence, Mr. Ferguson and Mr. Fitzpatrick, being unable to attend before that date.

THIRTEENTH SITTING.

WEDNESDAY, 26th October, 1892.

Commissioners meet at 10.30 a. m.

Honourable Thomas McGreevy reappears and is asked by J. S. Archibald, Q.C., for the Crown, to produce the papers, orders, etc., which he was ordered to produce, but only agrees to read them and have copies taken by the stenographers. He is then examined, de novo, in relation to these documents and cross-examined by Mr. Pentland on behalf of Sir Adolphe Caron.

John J. McDonald, railway contractor, is then examined by J. S. Archibald, Q.C., for the Crown. Is a member of the firm of McDonald & Boswell, and lives in River du Loup.

Edgar versus Caron.

During his examination, witness is asked to say if one of the considerations of the transfer made to McDonald & Boswell by the Temiscouata Railway Company was that the said McDonald & Boswell would subscribe money to the election of Sir Adolphe Caron or any of his supporters.

An objection is raised by A. Ferguson on behalf of Sir A. P. Caron.

Judge Routhier, Chairman of the Commissioners, overrules the objection, saying that the question is only preliminary, and it will remain for the Crown to prove some connection between Sir A. P. Caron and the obtaining of the money from the contractors.

E. D. Boswell, of the firm of McDonald & Boswell, is then examined.

Commission adjourns at 4 p.m. until to-morrow, Thursday, 27th October.

FOURTEENTH SITTING.

Commissioners meet at 10.30 a.m.

E. D. Boswell continues his evidence until 12 m., when P. B. Dumoulin, manager of the Quebec branch of La Banque du Peuple, is also examined by the Crown and asked to produce the books of deposit, or of account, of Sir A. P. Caron from 1882 to 1891, in said bank, and states that to his knowledge Sir A. P. Caron never had any account at his bank during that period.

The Commissioners adjourn until 2 p.m.

F. Ross is examined by the Crown and states he has no knowledge whatever of anything connected with this enquiry.

W. R. Dean, of the Quebec bank, is examined, *de novo*, by J. S. Archibald, and cross-examined by Mr. Ferguson on behalf of Sir A. P. Caron.

A. R. McDonald is examined also, *de novo*, in relation to certain agreements referred to by J. J. McDonald in his examination in relation to the Temiscouata Railway Company transfer to McDonald & Boswell, to the effect that subscriptions to the electoral fund were then mentioned, and states that such is not the case. He further argues that he does not know what has become of the \$25,000 subsidy of the town of Fraserville to said Railway Company, as J. J. McDonald has never thought proper to account to him.

Israel Tarte, of the city of Montreal, journalist, shareholder of the Temiscouata Railway Company, and still one of its directors, is then examined by the Crown through J. S. Archibald, Q.C.

This closes the evidence on behalf of the Crown.

J. A. Ferguson, on behalf of Sir A. P. Caron, asks that he be allowed to examine his client, and is permitted to do so.

Sir Adolphe P. Caron, Postmaster-General of Canada and Privy Councillor of Her Majesty for Canada, is then examined, and gives his story of his connection with the Lake St. John and Temiscouata Railway Companies.

He is subsequently cross-examined by J. S. Archibald, Q.C.

Evidence is declared to be closed on both sides, and Commission adjourns to report.

FIFTEENTH SITTING.

SATURDAY, 19th November, 1892.

Commissioners meet at 10.30 a.m.

Mr. Archibald, Q.C., on behalf of the Crown, states that he has sent Mr. Edgar, M.P. for the West Riding of Ontario, copy of the evidence and a letter filed in the record on the 16th instant, requesting him to say whether he had

any more witnesses to suggest, and if so that they might be examined. He also states that an answer was also received, which is produced and filed.

Mr. Bisailon, Q.C., for the Crown, and C. Pentland, on behalf of Sir A. P. Caron, are present in court.

Commissioners then adjourn to report.

Certified correct.

GUSTAVE HAMEL,

Clerk R.C.

Edgar versus Caron.

LIST OF WITNESSES EXAMINED.

1892.

- Sept. 20th.—MATTHEW G. DICKIESON, Chief Accountant of Finance Department, Ottawa.
- “ 21st.—LOUIS KOSSUTH JONES, Secretary to the Chief Engineer of Railway Department, Ottawa.
- “ 22nd.—J. G. SCOTT, Secretary of the Quebec and Lake St. John Railway and Lumbering and Trading Company, Quebec.
- “ 24th.—HORACE JAMES BEEMER, railway contractor, Montreal.
- “ 29th do do *de novo*.
- “ 30th.—JAMES SCOTT, *de novo*.
- “ 30th.—H. J. BEEMER, *de novo*.
- “ 30th.—HON. THOMAS MCGREEVY, Quebec.
- “ 30th.—WILLIAM R. DEAN, Manager *ad interim* of the Quebec Bank, Quebec.
- Oct. 1st.—JAMES GEGGIE, of the City of Quebec.
- “ 4th.—HON. THOMAS MCGREEVY, *de novo*.
- “ 4th.—ERNEST WURTELE, of the City of Quebec.
- “ 4th.—A. R. McDONALD, Superintendent of Quebec Division Intercolonial Railway, Granville.
- “ 4th.—DR. GRANDBOIS, M.P., Fraserville, P.Q.
- “ 26th.—HON. THOMAS MCGREEVY, *de novo*.
- “ 26th.—JOHN J. McDONALD, railway contractor, Fraserville.
- “ 26th.—E. D. BOSWELL, of the firm of McDonald & Boswell, Fraserville.
- “ 27th.— do do do
- “ 27th.—P. B. DUMOULIN, Manager of La Banque du Peuple, Quebec.
- “ 27th.—FRANK ROSS, Quebec.
- “ 27th.—W. R. DEAN, *de novo*.
- “ 27th.—A. R. McDONALD, *de novo*.
- “ 27th.—J. ISRAEL TARTE, journalist, Montreal.
- “ 27th.—SIR A. P. CARON, K.C.M.G., Postmaster-General of Canada.

ROYAL COMMISSION.

LIST AND INVENTORY OF EXHIBITS PRODUCED AND FILED.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "D" 1, for the Crown.....	Matthew G. Dickieson, Chief Accountant of the Finance Department, Ottawa	1892.	1883.	(Government cheque No. 9928 on the Bank of Montreal, Ottawa, payable to the order of the Quebec and Lake St. John Railway Co. as subsidy; signed by the Deputy-Minister of Finance and countersigned by the Auditor-General for the sum of \$24,355.55; also certificate from the Auditor-General and receipt from J. G. Scott, Secretary of the Quebec and Lake St. John Railway Co., annexed.
Exhibit "D" 2, for the Crown.....	do	do	May 5th.....	(Government cheque No. 14813 on the Bank of Montreal, Ottawa, payable to the order of the Quebec and Lake St. John Railway Co. as subsidy; signed for the Deputy-Minister of Finance and countersigned for the Auditor-General for the sum of \$37,027; also certificate and receipt, annexed; and power of attorney in favour of the manager of Bank of Montreal, Ottawa.
Exhibit "D" 3, for the Crown.....	do	do	Sept. 22nd.....	(Government cheque No. 2484 on the Merchants Bank, Ottawa, payable to the order of the Quebec Bank for the Quebec and Lake St. John Railway Co. as subsidy; signed for the Deputy-Minister of Finance, countersigned for the Auditor-General for the sum of \$38,373; also certificate and receipt, annexed.
Exhibit "D" 4, for the Crown.....	do	do	Nov. 19th.....	(Government cheque No. 16421 on the Bank of Montreal, Ottawa, payable to the order of the Quebec Bank for the Quebec and Lake St. John Railway Co. as subsidy; signed for the Deputy-Minister of Finance and countersigned for the Auditor-General for the sum of \$27,840; also certificate and receipt, annexed.
Exhibit "D" 5, for the Crown.....	do	do	Jan. 20th.....	(Government cheque No. 17338 on the Bank of Montreal, Ottawa, to order of the Quebec Bank for the Quebec and Lake St. John Railway Co. as subsidy; signed for Deputy-Minister of Finance and countersigned for Auditor-General for the sum of \$24,532; also certificate and receipt, annexed.
Exhibit "D" 6, for the Crown.....	do	do	Feb. 22nd.....	(Government cheque No. 17589 on the Bank of Montreal, Ottawa, payable to the order of the Quebec Bank for the Quebec and Lake St. John Railway Co. as subsidy; signed for the Deputy-Minister of Finance and countersigned for the Auditor-General for the sum of \$96,000; also certificate and receipt, annexed.

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Exhibit "D" 7, for the Crown.....	do	July 22nd.....	(Government cheque No. 1779 on the Quebec Bank, Ottawa, payable to the order of themselves for the Quebec and Lake St. John Railway Co. as subsidy; signed for the Deputy-Minister of Finance and counter-signed for the Auditor-General for the sum of \$6,000; also certificate and receipt, annexed, with power of attorney by the Quebec and Lake St. John Railway Co. to the manager of the Quebec Bank, Ottawa, to draw moneys due to the company and receipt thereon.
Exhibit "D" 8, for the Crown.....	do	Oct. 9th.....	(Government cheque No. 0803 on the Bank of Montreal, Ottawa, to the order of the Quebec Bank for the Deputy-Minister of Finance and counter-signed for the Auditor-General for the sum of \$83,688, with certificate and receipt annexed.
Exhibit "D" 9, for the Crown.....	do	Dec. 13th.....	(Government cheque No. 1836 on the Quebec Bank, Ottawa, to the order of themselves for the Lake St. John Railway Co. on account of subsidy; signed for the Deputy-Minister of Finance and counter-signed for the Auditor-General for the sum of \$3,300, with certificate and receipt annexed.
Exhibit "D" 10, for the Crown.....	do	Dec. 23rd.....	(Government cheque No. 1457 on the Bank of Montreal, Ottawa, to the order of Quebec Bank for Lake St. John Railway Co.; signed for Deputy-Minister of Finance and countersigned for Auditor-General for \$48,747, with certificate and receipt annexed.
Exhibit "D" 11, for the Crown.....	do	Feb. 15th.....	(Government cheque No. 2085 on the Bank of Montreal, Ottawa, payable to the order of the Quebec Bank, for the Quebec and Lake St. John Railway Co., as subsidy; signed for the Deputy-Minister of Finance, and countersigned for the Auditor-General, for the sum of \$60,474, with certificate and bank receipt annexed.
Exhibit "D" 12, for the Crown.....	do	Aug. 31st.....	(Government cheque No. 4757 on the Bank of Montreal, Ottawa, payable to the order of Quebec Bank, for Quebec and Lake St. John Railway Co., on account of subsidy; signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for the sum of \$103,479, with certificate and bank receipt annexed.
Exhibit "D" 13, for the Crown.....	do	Oct. 22nd.....	(Government cheque No. 5337 on the Bank of Montreal, Ottawa, to the order of Quebec Bank, for Quebec and Lake St. John Railway Co., on account of subsidy; signed for the Deputy-Minister of Finance, and countersigned for the Auditor-General, for the sum of \$86,814, with certificate and bank receipt annexed.
Exhibit "D" 14, for the Crown.....	do	Apr. 9th.....	(Government cheque No. 6858 on the Bank of Montreal, Ottawa, payable to the order of Quebec Bank, for Quebec and Lake St. John Railway Co., as on account of subsidy; signed for the Deputy-Minister of Finance, and countersigned for the Auditor-General, for the sum of \$42,720, with certificate and bank receipt annexed.
Exhibit "D" 15, for the Crown.....	do	Feb. 27th.....	(Government cheque No. 9444 on the Bank of Montreal, Ottawa, to the order of Quebec Bank, for Quebec and Lake St. John Railway Co., on account of subsidy; signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for the sum of \$19,911, with certificate and bank receipt annexed.
Exhibit "D" 16, for the Crown.....	do	Oct. 25th.....	(Government cheque No. 11755 on the Bank of Montreal, Ottawa, to the order of Quebec Bank, for Quebec and Lake St. John Railway Co., on account of subsidy, Chicoutimi branch and main line; signed by Deputy-Minister of Finance, and countersigned by Auditor-General, for the sum of \$38,440, with certificate and bank receipt annexed.
		1888	
		1889	
		1891	

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "D" 17, for the Crown.....	Matthew G. Dickieson.....	1892 Sept. 20th.....	1887 Jan. 16th.....	Government cheque No. 16581 on the Bank of Montreal, Ottawa, payable to the order of Frank Ross, for Quebec and Lake St. John Railway Co., on account of subsidy; signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for the sum of \$20,800, with certificate. Also power of attorney to Frank Ross, from Quebec and Lake St. John Railway Co., to receipt subsidies granted to the company annexed.
Exhibit "D" 18, for the Crown.....	do.....	do.....	Feb. 13th.....	Government cheque No. 16797 on the Bank of Montreal, Ottawa, to order of Frank Ross, for Quebec and Lake St. John Railway Co. subsidies; signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for the sum of \$14,000, with certificate annexed.
Exhibit "D" 19, for the Crown.....	do.....	do.....	Feb. 20th.....	Government cheque No. 16936 on Bank of Montreal, Ottawa, to order of Frank Ross, for Quebec and Lake St. John Railway Co. subsidies on bridge over St. Charles River; signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for \$15,150, with certificate annexed.
Exhibit "D" 20, for the Crown.....	do.....	do.....	Feb. 27th.....	Government cheque No. 17001 on the Bank of Montreal, Ottawa, to order of Frank Ross, for Quebec and Lake St. John Railway Co. (subsidy, Lorette and Quebec); signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for \$26,300, with certificate annexed.
Exhibit "D" 21, for the Crown.....	do.....	do.....	Apr. 30th.....	Government cheque No. 17718 on Bank of Montreal, Ottawa, to order of Frank Ross, for Quebec and Lake St. John Railway Co., on account of subsidy; signed for Deputy-Minister of Finance, countersigned for Auditor-General, for \$6,700, with certificate annexed.
Exhibit "D" 22, for the Crown.....	do.....	do.....	Oct. 17th.....	Government cheque No. 19355 on Bank of Montreal at Ottawa, to order of Frank Ross, for Quebec and Lake St. John Railway Co., on account of subsidy, bridge over St. Charles River at Quebec; signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for \$9,600, with certificate annexed.
Exhibit "D" 23, for the Crown.....	do.....	do.....	Nov. 13th.....	Government cheque No. 19655 on Bank of Montreal, Ottawa, to order of Frank Ross, for Quebec and Lake St. John Railway Co., on account of subsidy (St. Charles River Bridge); signed for Deputy-Minister of Finance, and countersigned for Auditor-General, for \$4,522.73, with certificate annexed, and warrant.
Exhibit "D" 24, for the Crown.....	do.....	do.....	do.....	Statement of above-mentioned warrants, cheques, certificates, &c.

GUSTAVE HAMEL, Clerk, R. C.

Certified correct.

Temiscouata Railway.

Edgar versus Caron.

Exhibit "DT" 1, for the Crown	Matthew G. Dickieson.....	1892. Sept. 20th.....	1881. Sept. 14th.....	Two Government cheques respectively Nos. 1087 and 4905 for \$10,000 and \$45,946 payable to the order of Charles A. Pipon, manager, Molson's Bank, Toronto, for Temiscouata Railway Co., the first one on the Molson's Bank, Montreal, the second on the Bank of Montreal, Ottawa, both signed for the Deputy-Minister of Finance and countersigned by the Auditor-General on account of subsidy. Also certificate attached with power of attorney to Charles A. Pipon by the Temiscouata Railway Co.
Exhibit "DT" 2, for the Crown.....	do	do	October 5th.....	Government cheque No. 5110 for \$54,248 on Bank of Montreal, Ottawa, to order of Molson's Bank, Toronto, for Temiscouata Railway Co., signed for Deputy-Minister of Finance and countersigned by Auditor-General. On account of subsidy; also certificate attached.
Exhibit "DT" 3, for the Crown.....	do	do	Nov. 29th.....	Government cheque No. 5676 for \$44,806, to order of Charles A. Pipon, manager of Molson's Bank, Toronto, for Temiscouata Railway Co., signed by Assistant Deputy-Minister of Finance, countersigned for Auditor-General, certificate and bank receipt attached on account of subsidies on Bank of Montreal, Ottawa.
Exhibit "DT" 4, for the Crown.....	do	do	Dec. 31st.....	Government cheque No. 5995 for \$11,184, to order of Charles A. Pipon, manager, Molson's Bank, Toronto, for Temiscouata Railway Co., on Bank of Montreal, Ottawa, signed for Deputy-Minister of Finance, countersigned for Auditor-General. Payment on account of subsidies authorized by Order in Council, 17th December, 1887, with certificate and bank receipt attached.
Exhibit "DT" 5, for the Crown.....	do	do	1888. Feb. 13th.....	Government cheque No. 6422 for \$50,500 on Bank of Montreal, Ottawa, to order of Charles A. Pipon, manager, Molson's Bank, Toronto, for Temiscouata Railway Co., signed for Deputy-Minister of Finance, countersigned for Auditor-General. Payment on account of subsidy authorized by Order in Council, 8th February, 1888. Also certificate and bank receipt attached.
Exhibit "DT" 6, for the Crown.....	do	do	June 6th.....	Government cheque No. 7251 for \$33,000 on Bank of Montreal, Ottawa, to order of said bank for Temiscouata Railway Co., signed by Deputy-Minister of Finance, countersigned for Auditor-General. Payment on account of subsidy authorized by Order in Council, 6th June, 1888. Also certificates and power of attorney in favour of the Bank of Montreal, Ottawa, attached.
Exhibit "DT" 7, for the Crown.....	do	do	July 27th.....	Government cheque No. 7822 for \$21,000 on Bank of Montreal, Ottawa, to order of said bank, for Temiscouata Railway Co., signed for Deputy-Minister of Finance, countersigned for Auditor-General. Payment on account of subsidy authorized by Order in Council, 25th July, 1888, with certificate and bank receipt attached.
Exhibit "DT" 8, for the Crown.....	do	do	Sept. 8th.....	Government cheque No. 8139 for \$61,464 on the Bank of Montreal, Ottawa, to order of said bank for Temiscouata Railway Co., signed for Deputy-Minister of Finance and countersigned by Auditor-General. Payment of subsidy authorized by Order in Council, 5th September, 1888, certificate and bank receipt attached.

LIST OF EXHIBITS AND INVENTORY.—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "DT" 9, for the Crown	Matthew G. Dickieson	Sept. 20th	1890. October 6th	Government cheque No. 8846 for \$10,000 on Bank of Montreal, Ottawa, to order of said bank for Temiscouata Railway Co., signed for Deputy-Minister of Finance, countersigned for Auditor-General. Payment on account of subsidy authorized by Order in Council, 25th September, 1888, certificate and bank receipt attached.
Exhibit "DT" 10, for the Crown	do	do	Nov. 27th	Government cheque No. 8741 for \$59,000 on Bank of Montreal, Ottawa, to order of said bank for Temiscouata Railway Co., signed for Deputy-Minister of Finance, countersigned for Auditor-General. Payment on account of subsidy authorized by Order in Council, 23rd November, 1888, certificate and bank receipt attached.
Exhibit "DT" 12, for the Crown	do	do	Jan. 23rd	Government cheque No. 1061 for \$4,800 on Bank of Toronto, Toronto, to order of Bank of Montreal for Temiscouata Railway Co., and signed for Deputy-Minister of Finance, countersigned by Auditor-General. Also cheque No. 12667 on Bank of Montreal for \$70,000 to order of said bank for above companies, signed and countersigned as above. Balance of subsidy authorized by Order in Council, 15th January, 1890. Also certificate and bank receipt attached.
Exhibit "DT" 13, for the Crown	do	do	Dec. 17th	Government cheque No. 16221 for \$48,520 on Bank of Montreal, Ottawa, to order of same for Temiscouata Railway Co., signed for Deputy-Minister of Finance, and countersigned for Auditor-General on account of subsidy St. Francis Branch, authorized by Order in Council, 5th December, 1890. Certificate and bank receipt attached.
Exhibit "DT" 14, for the Crown	do	do	Jan. 20th	Government cheque No. 16614 for \$34,250 on Bank of Montreal, Ottawa, to order of same for Temiscouata Railway Co., account signed and countersigned as the above. St. Francis Branch account, subsidy authorized by Order in Council, January 16th, 1891. Certificate and bank receipt attached.
Exhibit "DT" 15, for the Crown	do	do	Oct. 9th	Government cheque No. 19441 for \$13,395 on Bank of Montreal, Ottawa, to order of same for above company, payment on account of subsidy authorized by Order in Council, October 2nd, 1891. Certificate and bank receipt attached.
Exhibit "DT" 16, for the Crown	do	do	Dec. 23rd 1889.	Government cheque No. 20203 for \$41,435 on Bank of Montreal, Ottawa, to order of same for above company, subsidy account authorized by Order in Council, December 19th, 1891. Certificate and bank receipt attached.
Exhibit "DT" 11, for the Crown	do	do	Feb. 1st	Government cheque No. 9250 for \$11,746 on the Bank of Montreal, Ottawa, to order of same for Temiscouata Railway Co., on account of subsidy, Order in Council, 22nd February, 1889. Certificate and bank receipt attached.

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "LJ" 7, for the Crown.....	Louis Kossuth Jones.	1892. Sept. 21st.....	1883. Nov. 17th.....	No. 327316, subject 97%, Quebec and Lake St. John Railway. Letter from Commissioners of Customs, dated 16th November, 1883, to secretary of Railway Department, stating that it is understood re claim of Customs Department against Messrs. Withall and Ross, that amount due to be deducted from first payment of subsidy—amount, \$7,177.52.
Exhibit "LJ" 8, for the Crown.....	do	do	do	No. 32747, subject No. 978, Quebec and Lake St. John Railway. Letters from Commissioner of Customs, to secretary of Railway Department, stating amount of claim against Messrs. Withall and Ross, taking in correctly stated in letter No. 32741 should be \$7,644.45.
Exhibit "LJ" 9, for the Crown.....	do	do	Nov. 19th.....	No. 32753, subject No. 798, Quebec and Lake St. John Railway. Order in Council dated 15th November, 1883, authorizing payment to Lake St. John Railway Co., above mentioned, of subsidy \$3,200 per mile, for the first ten miles.
Exhibit "LJ" 10, for the Crown.....	do	do	Nov. 24th.....	No. 32787, subject No. 978, Quebec and Lake St. John Railway. Letters from Commissioner of Customs, dated November 21st, 1883, to secretary of Railway Department, re claim of Customs Department and Messrs. Withall and Ross, requesting that check be issued for amount deducted, viz., \$7,144.45.
Exhibit "LJ" 11, for the Crown.....	do	do	1884. Jan. 29th.....	No. 33122, No. 978, Quebec and Lake St. John Railway Co. Letter from J. G. Scott, secretary of above mentioned company, to the Minister of Railways and Canals, Ottawa, dated 26th January, 1884, requesting on behalf of said company that the subsidy granted by previous legislation be completed so as to cover the whole mileage of railway to be built and giving amount required, \$403,200— 1 ^c To extend line into City of Quebec, \$115,200 2 ^c Branch line to La Tuque, 96,000 3 ^c Branch line to Chicoutimi, 192,000 also plan annexed.
Exhibit "LJ" 12 for the Crown.....	do	do	March 26th.....	No. 33506, subject No. 978, Quebec and Lake St. John Railway. Petition of A. J. A. Gagné and other members of Parliament asking that the Government make a sufficient grant to said above mentioned railway so as to ensure its construction.
Exhibit "LJ" 13, for the Crown.....	do	do	July 24th.....	No. 34421, subject No. 978, Quebec and Lake St. John Railway. Letters from J. G. Scott, secretary of above railway company, dated 19th July, 1884, to A. P. Bradley, secretary of Railway Department, Ottawa, inclosing copy of a resolution of the Board of Directors transferring to Messrs. Ross & Co. of Quebec, the Dominion subsidy of \$3,200 per mile upon 10 miles of the road from station No. 2186 at Lake Siméon to No. 2714 near the Rivière à Pierre.

Edgar versus Caron.

Exhibit "LJ" 14, for the Crown.....	do	April 10th.....	1885.	No. 36,343, No. 978 subject, Quebec and Lake St. John Railway. Report of Collingwood Schreiber, Chief Engineer of Government Railways on No. 35143, inclosing copy of Mr. Ridout's Report of inspection of second 10 miles section, north of St. Raymond, stating that this section is not completed according to agreement of contract.
Exhibit "LJ" 15, for the Crown.....	do	April 28th.....		No. 36496, subject No. 978, Quebec and Lake St. John Railway. Order in Council, 22nd April, 1885. Authorizing payment of the sum of \$37,027 to above railway company, as subsidy on second 10 miles section north of St. Raymond.
Exhibit "LJ" 16, for the Crown.....	do	Sept. 10th.....		No. 37573, subject No. 978, Quebec and Lake St. John Railway. Letters from J. G. Scott, secretary of above company to secretary of Railway Department, dated 9th September, 1885, stating that the company has transferred to Messrs. Ross & Co. the subsidy upon 30 miles of this railway from station 2714 to station 4238 making queries as to the issuing of a power of attorney to Ross to draw moneys from the Quebec Bank.
Exhibit "LJ" 17, for the Crown.....	do	Sept. 12th.....		No. 37593, subject No. 978, Quebec and Lake St. John Railway. Letter from manager of Quebec Bank, Ottawa, 11th September, 1885, to secretary of railway Department, stating that the bank has received a power of attorney from Messrs. Ross & Co.
Exhibit "LJ" 18, for the Crown.....	do	do		No. 37597, subject No. 978, Quebec and Lake St. John Railway. Report from Collingwood Schreiber, Chief Engineer of Government Railway's recommending payment of \$38,373 to above company, and inclosing Mr. Ridout's report stating that section between 20th and 30th miles west from St. Raymond is according to the contract.
Exhibit "LJ" 19, for the Crown.....	do	Sept. 19th.....		No. 37653, subject No. 978, Quebec and Lake St. John Railway. Order in Council dated 15th September, 1885, authorizing the payment to above company of \$38,373, applicable to section between 20th and 30th miles west from St. Raymond.
Exhibit "LJ" 20, for the Crown.....	do	do	22nd.....	No. 37682, subject No. 978, Quebec and Lake St. John Railway. Letter from J. G. Scott, secretary of above company, dated 21st September, 1885, to secretary of railway department, inclosing copies of transfer of subsidies payable by Government to Jules Tessier, M.P.P. 1. 24th August, 1885, in favour of Ross & Co., for \$7,000. 2. 24th August, 1885, in favour of J. G. Ross, for \$25,000. 3. 14th September, 1885, in favour of Ross & Co., for \$32,000.
Exhibit "LJ" 21, for the Crown.....	do	Oct. 15th.....		No. 37887, subject 978, Quebec and Lake St. John Railway. Letter from J. G. Ross, president of above company, dated October 10th, 1885, to secretary of railway department, inclosing copy of a resolution of the Board of Directors of the Quebec and Lake St. John Railway Lumbering and Trading Co., transferring to Quebec Bank the subsidy of the extent of \$26,000 transferred to him as president of said company. 24th August, 1885.
Exhibit "LJ" 22, for the Crown.....	do	Nov. 9th.....		No. 38100, subject No. 978, Quebec and Lake St. John Railway. Report of Collingwood Schreiber, Chief Engineer of Government Railways, stating that Mr. Ridout has inspected Lake St. John Railway from 30th to 40th mile north of St. Raymond, recommends payment of subsidy, \$27,840.

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "L J" 23, for the Crown.	Louis Kossuth-Jones.	1882 Sept. 21st.	1885 Nov. 19th.	No. 38170, subject 978, Quebec and Lake St. John Railway, Order in Council dated 16th November, 1885, authorizing payment of \$27,840 subsidy from the beginning of 30th to the beginning of the 40th mile north of St. Raymond.
Exhibit "L J" 24, for the Crown.	do	do	Jan. 12th.	No. 38538, subject No. 978, Quebec and Lake St. John Railway. Report of Collingwood Schreiber, Chief Engineer of Government Railways, to secretary of railway department, Ottawa, dated 11th January, 1886, stating that Mr. Ridout has inspected that section of the Quebec and Lake St. John Railway between the 40th and 50th mile north of St. Raymond, and recommending that subsidy of \$30,532 applicable to the section, less \$1,000, value of unfinished work, be paid to the company, viz., \$24,532.
Exhibit "L J" 25, for the Crown.	do	do	do 13th.	No. 38544, subject No. 978, Quebec and Lake St. John Railway. Application of J. G. Scott, secretary of above company, and on its behalf to enter into an agreement with the Government, with reference to that portion of such railway extending from its junction with the North Shore Railway to St. Raymond, subsidized by 48-49 Vic., chap. 59. Letter dated 12th January, 1886, addressed to secretary of railway department, Ottawa.
Exhibit "L J" 26, for the Crown.	do	do	do 19th.	No. 38610, subject No. 978, Quebec and Lake St. John Railway. Order in Council dated 18th January, 1886, authorizing to pay to the Quebec and Lake St. John Railway, \$24,532, subsidy for a further section between the 40th and 50th mile north of St. Raymond.
Exhibit "L J" 27, for the Crown.	do	do	Feb. 5th.	No. 38733, subject No. 978, Quebec and Lake St. John Railway. Order in Council dated 28th January, 1886, approving draft agreement annexed, also specification plans and location of the line of said railway for the 50 miles north of St. Raymond for which a subsidy of \$86,000 was voted, and authorized the signing of said draft agreement on behalf of the Government.
Exhibit "L J" 28, for the Crown.	do	do	do 12th.	No. 38774, subject No. 978, Quebec and Lake St. John Railway. Report of Collingwood Schreiber, stating that subsidy of \$86,000 on said railway line for a line from its junction on the North Shore Railway to St. Raymond, has been earned.
Exhibit "L J" 29, for the Crown.	do	do	do 22nd.	No. 38849, subject No. 978, Quebec and Lake St. John Railway. Order in Council dated February 17th, 1886, authorizing payment of \$86,000 subsidy to above company for 50 miles north of St. Raymond. Letter of Honourable A. P. Caron, Minister of Militia, dated 4th March, 1886, to Minister of Railways and Canals, transferring petition annexed of Quebec and Lake St. John Railway Co., asking for increase of subsidy to \$6,000 per mile, for 180 miles.

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Exhibit "L J" 30, for the Crown.....	do	Mar. 6th.....	No. 38970, subject No. 978, Quebec and Lake St. John Railway.
Exhibit "L J" 31, for the Crown.....	do	Apr. 2nd.....	No. 39280, subject No. 978, Quebec and Lake St. John Railway. Letter from J. G. Scott, secretary of above company, to secretary of railway department, 1st April, 1886, inclosing list of shareholders of said company.
Exhibit "L J" 32, for the Crown.....	do	June 23rd.....	No. 40155, subject No. 978, Quebec and Lake St. John Railway. Letter from J. G. Scott, secretary of above company, dated June 21st, 1886, inclosing copy of transfer of subsidy of \$3,200 per mile, payable to company by Dominion Government in favour of Messrs. Ross & Co. of Quebec, for forty miles from station 4238 to station 6410. Letter addressed to the secretary of railway department, Ottawa.
Exhibit "L J" 33, for the Crown.....	do	July 8th.....	No. 40348, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer Government Railways, 7th July, 1886, referred to his report No. 38538, recommending payment of \$24,532 to above mentioned company on account of the section lying between the 40th and 50th mile north of St. Raymond and recommending that the balance due \$6,000 on said section be paid.
Exhibit "L J" 34, for the Crown.....	do	do 20th.....	No. 40465, No. 978 subject, Quebec and Lake St. John Railway. Order in Council, 13th July, 1886, authorizing payment of \$6,000 balance of subsidy from the 40th to the 50th mile north of St. Raymond.
Exhibit "L J" 35, for the Crown.....	do	Sept. 23rd.....	No. 40690, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways to secretary of Railway Department, Ottawa, September 22nd, 1886; re inspection by Mr. Ridout of the Quebec and Lake St. John Railway, between the 50th and 70th mile north of St. Raymond.
Exhibit "L J" 36, for the Crown.....	do	October 8th.....	No. 41160, subject No. 978, Quebec and Lake St. John Railway. Order in Council authorizing payment to the Quebec and Lake St. John Railway of \$83,688, from the 50th to the 70th mile north of St. Raymond, dated 29th September, 1886.
Exhibit "L J" 37, for the Crown.....	do	Nov. 25th.....	No. 41556, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railway to secretary of Railway Department, 26th November, 1886, re inspection by Mr. Ridout of section between 70th and 80th mile and inspection of sections between 50th and 70th mile; subsidy applicable to above 50th to 80th mile, \$135,535 Deduct..... 3,100
Exhibit "L J" 38, for the Crown.....	do	Dec. 6th.....	Less previous payments..... \$132,435 No. 41787, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, recommending payment of \$3,310, due on the first ten miles sections of the Quebec and Lake St. John Railway, \$32,000 only having been paid whereas \$33,310 is the amount apportioned to this section—4th December, 1886—addressed to secretary of Railway Department.
Exhibit "L J" 39, for the Crown.....	do	do 10th.....	No. 41838, subject No. 978, Quebec and Lake St. John Railway. Order in Council, 7th December, 1886, authorizing payment of \$3,310 additional to above company on account of 1st ten miles section, \$32,000 only having been paid when \$35,310 was allotted.

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "LJ" 40, for the Crown.	Louis Kossuth Jones.	1892. Sept. 21st.	1886. Dec. 22nd.	No. 41591, No. 978 subject. Quebec and Lake St. John Railway. Order in Council, December 17th, 1886, authorizing payment of \$48,747 to Quebec and Lake St. John Railway for 90th to 80th mile.
Exhibit "LJ" 41, for the Crown.	do	do	do 27th.	No. 41981, subject No. 978, Quebec and Lake St. John Railway. Letter from J. G. Scott, secretary of above company, dated December 24th, 1886, requesting secretary of Railway Department to send memo showing how subsidy of \$48,747 paid previous day was arrived at and how much of it belongs to the \$3,200 per mile subsidy and how much to the \$1,961 per mile.
Exhibit "LJ" 42, for the Crown.	do	do	1887. Feb. 2nd.	No. 42351, No. 978 subject, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, February 2nd, 1887, re inspection by Mr. Ridout, in section between the 80th and 90th mile, and the 90th and 100th mile, stating that the latter is not sufficiently completed to allow of a payment being made, subsidy applicable to section between 80th and 90th mile. \$70,174 Work to be done 9,700
Exhibit "LJ" 43, for the Crown.	do	do	do 14th.	Balance \$60,474 No. 42499, subject No. 978, Quebec and Lake St. John Railway. Order in Council 8th February, 1887 authorizing payment to above company of \$60,474, 80th to 90th mile.
Exhibit "LJ" 44, for the Crown.	do	do	do	No. 44388, subject No. 978, Quebec and Lake St. John Railway. Order in Council, August 25th, 1887, authorizing to pay above company \$103,479 to the 110th mile north of St. Raymond.
Exhibit "LJ" 45, for the Crown.	do	do	Aug. 13th	No. 44247, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways to secretary of Railway Department, 13th August, 1887, re inspection made by Mr. Ridout to the 110th mile north of St. Raymond, stating that subsidy earned is \$561,470, less previous payments.
Exhibit "LJ" 46, for the Crown.	do	do	Sept. 5th	No. 44437, subject No. 978, Quebec and Lake St. John Railway. Letter from J. G. Scott, secretary of above company to secretary of Railway Department, Ottawa, September 2nd, 1887, asking for memo showing how subsidy of \$103,479 paid to the company was arrived at.
Exhibit "LJ" 47, for the Crown.	do	do	do 8th	No. 44437, subject 871, 978, Quebec and Lake St. John Railway. Letters from J. G. Scott, secretary of Quebec and Lake St. John Railway Co., to secretary of Railway Department, September 6th, 1887, enclosing a mutual agreement between the Saguenay and Lake St. John Railway Co. and the Quebec and Lake St. John Railway Co., re subsidy granted to the former company, and asking that such transfer be approved, and contract entered into with the Quebec and Lake St. John Railway Company.

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Exhibit "LJ" 48, for the Crown.	do	Sept. 21st.	No. 44598, subject 871 and 978, Saguenay and Lake St. John Railway Co. and Quebec and Lake St. John Railway Co. Report of the Honourable the Minister of Justice, 16th September, 1887, addressed to secretary of Railway Department, <i>re</i> No. 44451, proposed transfer to the Quebec and Lake St. John Railway Co. of the subsidy granted to the Saguenay and Lake St. John Railway Co.
Exhibit "LJ" 49, for the Crown.	do	Oct. 6th.	No. 44794, subject No. 978, Quebec and Lake St. John Railway. Chief Engineer Government Railways, report October 5th, 1887, <i>re</i> inspection made by Mr. Ridout. Recommends payment of \$83,814 of subsidy earned (to secretary of Railway Department).
Exhibit "LJ" 50, for the Crown.	do	Oct. 17th.	No. 444924, subject No. 978, Quebec and Lake St. John Railway. Order in Council, 11th October, 1887, authorizing payment to above company of \$83,814 up to 130 mile.
Exhibit "LJ" 51, for the Crown.	do	Nov. 2nd.	No. 45097, subject No. 978, Quebec and Lake St. John Railway. Memo. by Chief Engineer of Government Railways on No. 45017 <i>re</i> subsidy payment of \$85,814.
Exhibit "LJ" 52, for the Crown.	do	Nov. 15th.	No. 45212, subject Nos. 978 and 871, Quebec and Lake St. John Railway. Minister of Militia transfers to Railway Department letters of J. G. Scott <i>re</i> transfer of subsidy granted to the Saguenay and Lake St. John Railway to the Quebec and Lake St. John Railway Co.
Exhibit "LJ" 53, for the Crown.	do	Nov. 21st.	No. 45281, subject No. 978, Quebec and Lake St. John Railway. Letter of J. G. Scott, secretary of above company, 18th November, 1887, transmitting notarial transfer in favour of Messrs. Ross and Co., of Quebec, of the Dominion subsidies upon 117 $\frac{1}{2}$ miles of the Railway terminating at Pointe aux Trembles Junction, viz: \$57,958. To Secretary of Railway Department, Ottawa.
Exhibit "LJ" 54, for the Crown.	do	Dec. 29th.	No. 45715, No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, December 28th, 1887, recommending approval of changes in location referred to in No. 45162 between 110th, 120th mile.
Exhibit "LJ" 55, for the Crown.	do	Jan. 9th.	No. 45777, No. 978 subject, Quebec and Lake St. John Railway. Letter from H. J. Beemer, urging inspection by Government Engineer of section 130th to 140th. Addressed to secretary of Railway Department, January 7th, 1888.
Exhibit "LJ" 56, for the Crown.	do	Jan. 18th.	No. 45848, subject Nos. 871 and 978, Saguenay and Lake St. John and Quebec and Lake St. John Railway. Letter from Sir A. P. Caron, 16th January, to Minister of Railways, enclosing letter from J. G. Scott, asking a definite answer <i>re</i> transfer of the \$91,000 subsidy.
Exhibit "LJ" 57, for the Crown.	do	March 24th.	No. 46594, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, March 23rd, 1888, <i>re</i> subsidy from junction to 130th mile north of St. Raymond. Subsidy applicable. \$668,704 Remaining to be done. 13,700
			555,004
			From 130th to 140th mile. \$50,045
			Deduct. 15,045 35,000
			690,000
			Previously reported. 647,284
			Balance. 42,720

LIST OF EXHIBITS AND INVENTORY.—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "Lj" 58, for the Crown.	Louis Kossuth Jones	1892. Sept. 21st.	1887. April 6th.	No. 46716, subject No. 978, Quebec and Lake St. John Railway. Order in Council, 30th March, 1888, authorizing payment of a further sum of \$42,720 to above Railway Co., 13th and 14th sections.
Exhibit "Lj" 59, for the Crown.	do	do	1889. Feb. 23rd.	No. 50628, subject No. 978, Quebec and Lake St. John Railway. Order in Council, 16th February, 1889, authorizing payment of \$19,911, subsidy to above company.
Exhibit "Lj" 60, for the Crown.	do	do	.....	No. 53283, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, October 2nd, 1889, re inspection of above railway, by Mr. Ridout, on 20th and 21st September, with a view to this payment of subsidy.
Exhibit "Lj" 61, for the Crown.	do	do	1890. Oct. 15th.	No. 53394, subject No. 978, Quebec and Lake St. John Railway. Order in Council, October 12th, 1889, authorizing payment to above company. Quebec and Lake St. John Railway. \$23,480 Chicoutimi branch. 14,960
Exhibit "Lj" 62, for the Crown.	do	do	Oct. 20th.	No. 57949, subject No. 978, Quebec and Lake St. John Railway. Frank Ross, president of above company, annual report and general statement, sent to secretary of Railway Department.
Exhibit "Lj" 63, for the Crown.	do	do	do	No. 58003, subject No. 978, Quebec and Lake St. John Railway. Letter from J. G. Scott, secretary of above company, October 18th, 1890, to secretary of Railway Department, asking for payment of subsidy upon the work inspected by Mr. Ridout, viz : On the River St. Charles Bridge. \$30,000 On the 4 miles Roberval end. 12,800 For deduction for culverts, etc. 28,900
Exhibit "Lj" 64, for the Crown.	do	do	Oct. 28th.	No. 58122, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, October 27th, 1890, to secretary of Railway Department, on Mr. Ridout's inspection of the bridge over the St. Charles River, at Quebec, states that before any payment can be made on subsidy account it is necessary that the company should enter into a contract under the subsidy act.
Exhibit "Lj" 65, for the Crown.	do	do	Nov. 21st.	No. 58435, subject No. 978, Quebec and Lake St. John Railway. Order in Council, November 13th, 1890, approving contract with above railway company, for a line 12 miles from Lovette <i>via</i> Charlesburg to Québec. Date of completion, 1st October, 1891, also location, plans and profiles, and plans of bridge over St. Charles River.

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Exhibit "LJ" 66, for the Crown.	do	do	Dec. 15th.	No. 58724, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department, December 13th, 1890, as regards subsidy applicable to the main line of above railway. Give details, how it stands; if payment is made, previous ones should be deducted.
Exhibit "LJ" 67, for the Crown.	do	do	1891	
Exhibit "LJ" 68, for the Crown.	do	do	Jan. 14th.	No. 59004, subject No. 978, Quebec and Lake St. John Railway. Order in Council, January 9th, 1891, authorizing payment of \$20,800 to above railway company.
Exhibit "LJ" 69, for the Crown.	do	do	do 22nd.	No. 59099, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department, January 22nd, 1891, on Mr. Ridout's inspection of 12 miles of the "loop line" between Lorette <i>via</i> Charlesburg and Quebec, in regard to subsidy represented by work done, \$26,300.
Exhibit "LJ" 70, for the Crown.	do	do	do 27th.	No. 59128, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department, January 26th, 1891, on Mr. Ridout's inspection of the main line of above railway with regard to subsidy.
Exhibit "LJ" 71, for the Crown.	do	do	Feb. 6th.	No. 59211, subject No. 978, Quebec and Lake St. John Railway. Order in Council, February 2nd, 1891, authorizing payment of \$1,400 subsidy to above railway.
Exhibit "LJ" 72, for the Crown.	do	do	do 6th.	No. 59212, subject No. 978, Quebec and Lake St. John Railway. Order in Council, February 2nd, 1891, authorizing payment of \$26,300 to the above railway company, Lorette <i>via</i> Charlesburg.
Exhibit "LJ" 73, for the Crown.	do	do	do 18th.	No. 59314, subject No. 978, Quebec and Lake St. John Railway. Order in Council, February 17th, 1891, authorizing payment of \$15,150, account of subsidy <i>re</i> St. Charles Bridge.
Exhibit "LJ" 74, for the Crown.	do	do	do 20th.	No. 59360, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department, February 19th, 1891, giving particulars of the payment of \$26,300 subsidy asked by J. G. Scott in No. 59357.
Exhibit "LJ" 75, for the Crown.	do	do	Mar. 26th.	No. 59649, subject No. 978, Quebec and Lake St. John Railway. Order in Council, March 20th, 1891, authorizing certain modifications in the specification attached to contract of December 5th, 1888, Lake St. John towards Chicoutimi.
Exhibit "LJ" 76, for the Crown.	do	do	Apr. 11th.	No. 59831, subject No. 978, Quebec and Lake St. John Railway. Order in Council, April 8th, 1891, to amend contract of September 4th, 1883, and modify Order in Council 59612, so as to admit of payment of \$6,700 for the work as constructed.
Exhibit "LJ" 77, for the Crown.	do	do	do 14th.	No. 59867, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department, April 13th, 1891, on the question of subsidy to the main line of above railway.
Exhibit "LJ" 78, for the Crown.	do	do	do 20th.	No. 59946, subject No. 978, Quebec and Lake St. John Railway. Order in Council, April 18th, 1891, authorizing payment of \$6,700 subsidy to above railway company.
Exhibit "LJ" 79, for the Crown.	do	do	May 5th.	No. 60099, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department, May 4th, 1891, on work done on St. Charles River Bridge. Value of work on bridge from bank to bank, \$165,000, 15 per cent. on above; \$24,750 of payments to be made, previous payments should be deducted.

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "LJ" 79, for the Crown.	Louis Kossuth Jones	1892 Sept. 21st.	1890 May 26th.	No. 60344, subject No. 978, Quebec and Lake St. John Railway. Order in Council, May 18th, 1891, authorizing payment to above railway company \$91,600 on account of bridge over River St. Charles.
Exhibit "LJ" 80, for the Crown.	do	do	Nov. 27th.	No. 62498, subject No. 978, Quebec and Lake St. John Railway. Report of Chief Engineer of Government Railways, to secretary of railway department on Mr. Ridout's inspection of section of above railway from Charlesbourg <i>via</i> Lorette to Quebec, 12 miles in regard to subsidy November 27th, 1891.
Exhibit "LJ" 81, for the Crown.	do	do	do 28th.	No. 2531, subject No. 81, Quebec and Lake St. John Railway. Privy Council. Order in Council, March 23rd, 1883, authorizing the Minister of Railways and Canals to enter into a contract (upon certain conditions) with the Quebec and Lake St. John Railway for the purposes contemplated by the Act passed last session granting subsidies towards the construction of certain lines.
Exhibit "LJ" 82, for the Crown.	do	do	Sept. 4th.	No. 246. Agreement between the Quebec and Lake St. John Railway Co. and Her Majesty Queen Victoria, presented by the Minister of Railways and Canals for Canada, with copy of Order in Council, dated 28th November, 1890, respecting subsidy to be granted to the company for the construction of a railway line from St. Raymond to St. John.
Exhibit "LJ" 83, for the Crown.	do	do	Feb. 10th.	No. 264. Agreement between Her Majesty Queen Victoria, represented by the Minister of Railways and Canals, and the Quebec and Lake St. John Railway Co. <i>re</i> subsidy to construct a railway from the junction of the Quebec and Lake St. John Railway to St. Raymond (32 miles) February 10th, 1886.
Exhibit "LJ" 84, for the Crown.	do	do	Dec. 5th.	No. 557. Agreement between Her Majesty Queen Victoria, represented by the Minister of Railways and Canals, and the Quebec and Lake St. John Railway Co. <i>re</i> subsidies to construct a railway from Chambord Junction, on their railway, near Lake St. John towards Chitouni (30 miles) December 5th, 1888.
Exhibit "LJ" 85, for the Crown.	do	do	Dec. 2nd.	No. 709. Agreement between Her Majesty Queen Victoria, represented by the Minister of Railways and Canals, and the Lake St. John Railway Co. <i>re</i> subsidies to construct a railway from Lorette <i>via</i> Charlesbourg to Quebec, 12 miles, and a bridge over the River St. Charles, December 2nd, 1890.
Exhibit "LJ" 86, for the Crown.	do	do	October 9th.	No. 37832, subject No. 991, Temiscouata Railway. Order in Council, dated 3rd October, 1883, authorizing the grant of a charter to the Temiscouata Railway Co. for construction of a line from Riviere du Loup, Riviere Ouelle to Edmundston, New Brunswick

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Exhibit "LJ" 87, for the Crown.	do	do	do	do	do	do	No. 37904, subject No. 991, Temiscouata Railway to Order in Council 6th October, 1885, authorizing the present Order in Council; the charter of the Temiscouata Railway Co., and the Order in Council, No. 37852 3rd October, 1885, to be published in the <i>Canada Gazette</i> .	
Exhibit "LJ" 88, for the Crown.	do	do	do	do	do	do	No. 38469, subject 991, Temiscouata Railway. Application of the Temiscouata Railway Co. to the Minister of Railways, asking that the subsidies voted in aid of a line of railway from Rivière du Loup to Edmundston, be granted; specification and description enclosed, January 27th, 1886.	
Exhibit "LJ" 89, for the Crown.	do	do	do	do	do	do	No. 38938, subject No. 991, New Brunswick Railway. Order in Council, 1st March, 1886, cancelling Order in Council, No. 31749, 20th May, 1885, authorizing to enter into an agreement with New Brunswick Railway Co. for construction of a line from Rivière du Loup or Rivière Ouëlle to Edmundston.	
Exhibit "LJ" 90, for the Crown.	do	do	do	do	do	do	No. 39399, subject No. 991, Temiscouata Railway. Order in Council, 5th April, 1886, authorizing Minister of Railways to enter into contract with the Temiscouata Railway Co., for construction of a line, also draft of agreement attached.	
Exhibit "LJ" 91, for the Crown.	do	do	do	do	do	do	No. 39919, subject No. 991, Temiscouata Railway. Letter signed by both J. J. McDonald and P. E. Grandbois, directors of above company, as to the Honourable the Minister of Railways and Canals, giving details as to financial ability of the company to construct the railway.	
Exhibit "LJ" 92, for the Crown.	do	do	do	do	do	do	No. 44430, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, September 3rd, 1887, to the secretary of Railway Department, re inspection by Mr. Ridout of first 10 miles of Temiscouata Railway from Rivière du Loup. Subsidy applicable \$70,460 Work to be done 14,514	
Exhibit "LJ" 93, for the Crown.	do	do	do	do	do	do	No. 44511, subject No. 991, Temiscouata Railway. Order in Council, September 9th, 1887, authorizing payment to above company of \$55,946.	
Exhibit "LJ" 94, for the Crown.	do	do	do	do	do	do	No. 44672, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, on inspection made by Mr. Ridout, between Rivière du Loup and the 20th mile; \$54,248, how payable, addressed to secretary of Railway Department, September 26th, 1887.	
Exhibit "LJ" 95, for the Crown.	do	do	do	do	do	do	No. 44774, subject No. 991, Temiscouata Railway. Order in Council, 1st October, 1887, authorizing payment of \$54,248 to 20th mile.	
Exhibit "LJ" 96, for the Crown.	do	do	do	do	do	do	No. 45343, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways to secretary of Railway Department, November 23rd, 1887, re inspection made by Mr. Ridout on the Temiscouata Railway (subsidy, 40 miles) \$240,000 Work to be done 85,000	
Exhibit "LJ" 97, for the Crown.	do	do	do	do	do	do	No. 45396, subject 991, Temiscouata Railway. Order in Council, November 28th, 1888, authorizing payment of \$44,806 to above company.	
							Railway certified	\$155,000
								110,194
								\$ 44,806

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "LJ" 98, for the Crown.....	Louis Kossuth Jones.	1892. Sept. 21st.....	1885. Dec. 12th.....	No. 45544, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways to secretary of Railway Department, December 10th, 1887; re inspection made of 50 miles of this road, \$11,184 now payable.
Exhibit "LJ" 99, for the Crown.....	do	do	do 23rd.....	No. 45459, subject No. 991, Temiscouata Railway. Order in Council, 17th December, 1887, authorizing payment of \$11,184 to the Temiscouata Railway.
Exhibit "LJ" 100, for the Crown.....	do	do	1888. Feb. 6th.....	No. 46048, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, February 6th, 1888; re inspection of above railway by Mr. Ridout, on 10th of January..... Subsidy applicable \$483,690 Work to be done..... 266,971
Exhibit "LJ" 101, for the Crown.....	do	do	do 13th.....	Previous payments..... \$216,629 166,184 \$50,445
Exhibit "LJ" 102, for the Crown.....	do	do	April 18th.....	Issuing \$50,500. No. 46,094, subject No. 991, Temiscouata Railway. Order in Council, February 8th, 1888, authorizing payment of \$50,500 to above company.
Exhibit "LJ" 103, for the Crown.....	do	do	March 22nd.....	No. 46911, subject No. 991, Temiscouata Railway. Letter from A. R. McDonald, president of above company, requesting that subsidy granted for first 30 miles be increased to \$100,000 and applied to first 20 miles from Edmundston to a point opposite Fort Kent, on the St. John River. Secretary of Railway Department, 16th April, 1888.
Exhibit "LJ" 104, for the Crown.....	do	do	June 1st.....	No. 46552, subject No. 991, Temiscouata Railway. Letter from A. R. McDonald, president of above company, enclosing list of original and present shareholders of company, March 17th, addressed to secretary of Railway Department.
Exhibit "LJ" 105, for the Crown.....	do	do	do 6th.....	No. 47553, subject No. 991, Temiscouata Railway. Report from Chief Engineer of Government Railways to secretary of Railway Department: re the quantity of rolling stock upon this road—statement enclosed—Recommends payment of \$33,000. No. 47603, subject No. 991, Temiscouata Railway. Order in Council, 6th June, 1888, authorizing payment of \$33,000 to the Temiscouata Railway Co.

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Exhibit "LJ" 106, for the Crown.....	do	July 5th.....	No. 47883, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, July 5th, 1888, recommending an advance of \$21,000.
Exhibit "LJ" 107, for the Crown.....	do	do 26th.....	No. 48 099, subject 991, Temiscouata Railway. Order in Council, July 25th, 1888, authorizing an advance of \$21,000 to above railway company.
Exhibit "LJ" 108, for the Crown.....	do	Aug. 23rd.....	No. 48384, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, August 22nd, 1888, re inspection by Mr. Ridout on the Temiscouata Railway, submitting estimate of amount required to complete the road; recommends payment of balance of subsidy \$61,404. Total subsidy.....\$483,600 Less to complete.....157,452
			Work done.....332,148 Previous payments.....270,684
Exhibit "LJ" 109, for the Crown.....	do	Sept. 7th.....	Balance.....\$61,464 No. 46547, subject No. 991, Temiscouata Railway. Order in Council, September 5th, 1888, authorizing payment of \$61,464 to above railway company.
Exhibit "LJ" 110, for the Crown.....	do	do 18th.....	No. 18686, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, September 17th, 1888, to the effect that additional rolling stock to the value of \$10,000 has been delivered on the Temiscouata Railway, giving subsidy. Statement showing balance due \$10,000.
Exhibit "LJ" 111, for the Crown.....	do	Oct. 5th.....	No. 48776, subject 991, Temiscouata Railway. Order in Council, September 26th, 1888, authorizing payment of \$10,000 to above railway company.
Exhibit "LJ" 112, for the Crown.....	do	Nov. 13th.....	No. 49266, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways, to secretary of Railway Department, 12th November, 1888, on the company's application for payment of subsidy. Mr. Ridout having inspected the road, reports work remaining to be done \$82,446. Subsidy applicable.....\$483,600 Work to be done.....82,446
			Payment.....\$401,154 342,148
Exhibit "LJ" 113, for the Crown.....	do	do 26th.....	No. 49404, subject No. 991, Temiscouata Railway. Order in Council, November 23rd, 1888, authorizing payment to the Temiscouata Railway Company of \$59,006. Balance.....\$59,006
Exhibit "LJ" 114, for the Crown.....	d	Jan. 2nd.....	No. 49880, subject No. 991, Temiscouata Railway. Order in Council, December 31st, 1888, authorizing Minister of Railways and Canals to sign contract for the construction of 20 miles from Edmundston towards St. Francis River, and approving location, plans and profiles in accordance with the suggestion of the Chief Engineer.

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "LJ" 115 for the Crown.	Louis Kossuth Jones	1892. Sept. 21st.	1888. Jan. 17th.	No. 50075, subject No. 991, Temiscouata Railway. Report of Chief Engineer of Government Railways re inspection of the Temiscouata Railway. Subsidy applicable \$488,600 Less to complete..... 70,700 \$412,900
Exhibit "LJ" 116 for the Crown.	do	do	do 30th.	less previous payments. Report dated 16th January, 1889, to secretary of Railway Department.
Exhibit "LJ" 117 for the Crown.	do	do	Dec. 3rd.	No. 50237, subject No. 991, Temiscouata Railway. Order in Council dated 22nd January, 1889, authorizing payment of \$11,746 to above company.
Exhibit "LJ" 118 for the Crown.	do	do	do 10th.	No. 58571, subject 991. Report from Chief Engineer of Government Railways to Railway Department, 1st December, 1890, re inspection of Mr. Ridout of work done on first 20 miles of St. Francis branch in view of payment of subsidy \$48,520.
Exhibit "LJ" 119 for the Crown.	do	do	1891. Jan. 13th.	No. 58666, subject No. 991, Temiscouata Railway. Order in Council to pay \$48,520. On account of subsidy for work done on above Railway, (5th December, 1890).
Exhibit "LJ" 120 for the Crown.	do	do	do 19th.	No. 58989, subject 991, Temiscouata Railway. Report of Chief Engineer to Railway Department on position of above railway in view to payment of subsidy represented by work done \$82,770.
Exhibit "LJ" 121 for the Crown.	do	do	May 21st.	No. 59047, subject 991, Temiscouata Railway. Order in Council to pay \$34,250, balance of subsidy, 16th January, 1891.
Exhibit "LJ" 122 for the Crown.	do	do	Aug. 14th.	No. 60311, subject 991, Temiscouata Railway. Petition of J. J. McDonald, 21st May, 1891, praying for subsidy of \$5,000 per mile for 2 miles, beyond the 20 miles already built.
Exhibit "LJ" 123 for the Crown.	do	do	Oct. 6th.	No. 61300, subject 991, Temiscouata Railway. Report of Chief Engineer on McLeod's inspection of the first twenty miles of St. Francis branch in regard to payment of subsidy, August 13th, to Department of Railways.
Exhibit "LJ" 124 for the Crown.	do	do	do 12th.	No. 61948, subject No. 991, Temiscouata Railway. Order in Council, October 2nd, 1891, to pay \$13,395 subsidy earned by above railway. No. 62019, subject No. 991, Temiscouata Railway. Letter of Mr. J. J. McDonald, president of above railway company to Hon. MacKenzie Bowell, acting Minister of Railways, October 9th, 1891, stating that before executing contract for the St. Francis branch, his company desire it to be understood that they will claim additional subsidy of \$1,800 per mile.

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Exhibit "LJ" 125, for the Crown.	do	do	No. 62319, subject No. 991, Temiscouata Railway. Report of Chief Engineer on Mr. Ridout's inspection of first 20 miles, section of the St. Francis branch, to railway department, November 9th, 1891.
Exhibit "Lj" 126, for the Crown	do	do	No. 62321, subject No. 991, Temiscouata Railway. Report of Chief Engineer on Mr. Ridout's inspection of the St. Francis branch, from 20 to 31 1/2 miles, same date.
Exhibit "LJ" 127, for the Crown	do	do	No. 62376, subject No. 991, Temiscouata Railway. Report of Chief Engineer on section of St. Francis branch from 20 to 31 1/2 miles, stating that Mr. Ridout has again inspected the line, and the work being completed, the company is entitled to secure subsidy of \$37,600, deducting previous payments, if any.
Exhibit "LJ" 128, for the Crown	do	do	No. 62578, subject No. 991, Temiscouata Railway. Chief Engineer, further reports to railway department, on first twenty miles, section of St. Francis branch after re-examination made, the work being satisfactorily done according to contract, company has earned subsidy applicable thereto.
Exhibit "LJ" 129, for the Crown	do	do	No. 62766, subject No. 991, Temiscouata Railway. Order in Council December 19th, 1891, to pay \$41,435 subsidy to above railway.
Exhibit "Lj" 130, for the Crown	do	do	No. 298. Agreement between Temiscouata Railway Company and Her Majesty, represented by Minister of Railways, in reference to the granting of subsidies for 83 miles starting from a point of the International Railway at Rivière du Loup, Province of Quebec, to Edmundston, New Brunswick.
Exhibit "LJ" 131, for the Crown	do	do	Agreement between Her Majesty, represented by Minister of Railways and Canada for Canada, and the Temiscouata Railway Company, January 22nd, 1889, in reference to the granting of subsidies to construct said railway from Edmundston towards River St. Francis, 20 miles.

Certified correct.

Quebec and Lake St. John Railway.

GUSTAVE HAMEL, Clerk, R.C.

Exhibit "JS" 1, for the Crown.	do	1892	No. 62319, subject No. 991, Temiscouata Railway. Report of Chief Engineer on Mr. Ridout's inspection of first 20 miles, section of the St. Francis branch, to railway department, November 9th, 1891.
Exhibit "JS" 2, for the Crown	do	do	No. 62321, subject No. 991, Temiscouata Railway. Report of Chief Engineer on Mr. Ridout's inspection of the St. Francis branch, from 20 to 31 1/2 miles, same date.
Exhibit "JS" 3, for the Crown	do	do	No. 62376, subject No. 991, Temiscouata Railway. Report of Chief Engineer on section of St. Francis branch from 20 to 31 1/2 miles, stating that Mr. Ridout has again inspected the line, and the work being completed, the company is entitled to secure subsidy of \$37,600, deducting previous payments, if any.

Sketch of the Quebec and Lake St. John Railway, from Quebec to Roberval, and of its extension or branch line from Chambord Junction to Chicoutimi, giving the miles to be constructed.
 Contract between the Quebec and Lake St. John Railway Lumbering and Trading Company, and Horace Jansen Beemer, of the city of Montreal, railway contractor, July 10th, 1883, for the construction of the Quebec and Lake St. John Railway, from Lake Sermin to Lake St. John or transfer to said Beemer of all unpaid subsidies granted or to be granted.
 Statement of moneys received from the Dominion Government in aid of the Quebec and Lake St. John Railway.

LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "JS" 4, for the Crown.	J. G. Scott.	1892. Sept. 23rd.	1888. Jan. 7th.	No. 7385, contract between the Quebec and Lake St. John Railway and Horace Jansen Bœmer, of the city of Montreal, railway contractor, for the construction and equipment, &c., of different branch lines of said above railway.
Exhibit "JS" 5, for the Crown.	do	do	1879. June 30th.	Contract between the Quebec and Lake St. John Railway Lumbering and Trading Company and William H. Stevenson, of Buckingham, P. Q., contractor for material, plant, &c.
Exhibit "JS" 6, for the Crown.	do	do	1878. April 30th.	Contract between the Quebec and Lake St. John Railway Company and the Quebec and Lake St. John Railway Lumbering and Trading Company.
Exhibit "JS" 7, for the Crown.	do	do	1885. Aug. 24th.	Assignment by the Quebec and Lake St. John Railway Company, to Messrs. Ross & Co., of subsidy of \$70,000 (Dominion).
Exhibit "JS" 8, for the Crown.	do	do	1885. Aug. 24th.	Assignment by the Quebec and Lake St. John Railway Company to the Hon. J. G. Ross, President of the Quebec and Lake St. John Railway Lumbering and Trading Company, subsidy of \$28,000 (Dominion).
Exhibit "JS" 9, for the Crown.	do	do	1886. July 3rd.	No. 6910, assignment before C. Tessier, N.P., by the Quebec and Lake St. John Railway Co., to Messrs. Ross & Co., of subsidy from station 3770 to 4298, \$32,000.
Exhibit "JS" 10, for the Crown.	do	do	1887. Nov. 15th.	No. 7079, assignment before C. Tessier, N.P., by the Quebec and Lake St. John Railway Co., to Messrs. Ross & Co., of subsidy \$68,440.
Exhibit "JS" 11, for the Crown.	do	do	1888. Nov. 27th.	No. 7141, assignment before C. Tessier, N.P., by the Quebec and Lake St. John Railway Co., to Messrs. Ross & Co., of subsidies voted by Parliament.
Exhibit "JS" 12, for the Crown.	do	do	1887. Nov. 15th.	No. 7348, assignment of Dominion subsidies before C. Tessier, N.P., by the Quebec and Lake St. John Railway Co., to Messrs. Ross & Co.
Exhibit "JS" 13, for the Crown.	do	do	1888. Feb. 18th.	No. 7409, assignment of Dominion Government subsidies before Tessier, N.P., by the Quebec and Lake St. John Railway Co., to Messrs. Ross & Co.
Exhibit "JS" 14, for the Crown.	do	do	1890. May 31st.	No. 7414, assignment of Dominion Government subsidies, as above.
Exhibit "JS" 15, for the Crown.	do	do	1892. Sept. 20th.	No. 7949, assignment before Tessier, N.P., of certain Dominion subsidies, by the Quebec and Lake St. John Railway Co., to Frank Ross, Esquire.
Exhibit "JS" 16, for the Crown.	do	do	1891. May, 1892.	Statement of subsidies voted to the Quebec and Lake St. John Railway by the Dominion Government.
Exhibit "JS" 17, on cross-examination.	do	do	1891. May, 1892.	Annual report of the Lake St. John Railway Co., 1891, showing traffic statistics at share-holders meeting of the company at Quebec, 12th May, 1892.

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Exhibit "JS" 18, on cross-examination. Exhibit "JS" 19, on cross-examination.	do	do	June 30th, 1885.	Annual report of the Department of Railways and Canals, for the past fiscal year, from 1st July, 1890 to 30th June, 1891. Protest to H. J. Beemer, Esq., at the request of the Quebec and Lake St. John Railway Lumbering and Trading Co., No. 0961, C. Tessier, N. P.
Exhibit "JS" 20, on cross-examination. Exhibit "JS" 21, on cross-examination. Exhibit "JS" 22, on cross-examination.	do	do	Sept. 28th, 1887. Oct. 17th, 1887. Filed 2nd Nov.	Statement showing details of the actual cost expended in the construction and equipment of the road, viz. Quebec and Lake St. John Railway. No. 38, Quebec and Lake St. John Railway. Engineer's estimate of work done on all divisions, H. J. Beemer, contractor, September, \$52,840. Approved 18th instant, Minutes of meetings of shareholders and directors at which Sir A. P. Caron was present, 1st August, 1882, 9th and 10th July, 1883, and 16th July, 1886.

GUSTAVE HAMEL, Clerk, R. C.

Certified correct.

Exhibit "HJB" 1, per the Crown. Exhibit "HJB" 2, for the Crown. Exhibit "HJB" 3, for the Crown. Exhibit "HJB" 4, for the Crown. Exhibit "HJB" 5, for the Crown. Exhibit "HJB" 6, for the Crown. Exhibit "HJB" 7, for the Crown. Exhibit "HJB" 8, for the Crown. Exhibit "HJB" 9, for the Crown. Exhibit "HJB" 10, for the Crown. Exhibit "HJB" 11, for the Crown.	do	do	Sept. 30th, 1892.	Statement copied from H. J. Beemer's cash book and having reference to political subscriptions, \$30,000 in all. Memorandum of notes produced by H. J. Beemer before Commission. Six months' note of H. J. Beemer, dated Montreal, 3rd February, 1887, to order of Ross & Co., payable at Quebec Bank, Quebec, for \$5,000, endorsed by James Geggie for Ross & Co. Two months' note of H. J. Beemer for \$5,000, to order of Ross & Co., dated Quebec, payable at Quebec Bank, Quebec, endorsed by James Geggie for Ross & Co. Note of H. J. Beemer, dated Quebec, 9th November, 1887, payable 15th January, 1888, to order of Ross & Co., at Quebec Bank, Quebec, for \$5,000, endorsed by James Geggie for Ross & Co. Four months' note of H. J. Beemer for \$5,000, dated Quebec, June 21st, 1887, to order of Ross & Co., payable at Quebec Bank, Quebec, endorsed by James Geggie for Ross & Co. Four months' note of H. J. Beemer, Quebec, January 18th, 1888, for \$2,500 to order of Ross & Co., payable Quebec Bank, Quebec. Indorsed by James Geggie for Ross & Co. Cheque No. 1713, from H. J. Beemer, in favour of Ross & Co., to order on Quebec Bank, Quebec, for \$5,000. Indorsed for Ross & Co. by James Geggie. Cheque No. 1762, from H. J. Beemer, in favour of Ross & Co., on Quebec Bank, Quebec, for \$5,000. Indorsed by James Geggie for Ross & Co. Cheque No. 1872, from H. J. Beemer, in favour of Ross & Co., on Quebec Bank, Quebec, for \$5,000. Indorsed by James Geggie for Ross & Co. Cheque No. 1897, from H. J. Beemer, in favour of Ross & Co., on Quebec Bank, Quebec, for \$5,000. Indorsed by James Geggie for Ross & Co.
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LIST OF EXHIBITS AND INVENTORY—Continued.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "HJB" 12, for the Crown.	Horace Jansen Beemer.	1892 Sept. 30th.	1888 Jan. 18th.	Cheque from H. J. Beemer (No. 2,000) in favour of Ross & Co., on Quebec Bank, Quebec, for \$2,500. Indorsed by James Giegge for Ross & Co.
Exhibit "HJB" 13, for the Crown.	do	do	May 21st.	Cheque No. 2120, from H. J. Beemer, in favour of Quebec Bank, for \$2,500 on said bank. Indorsed by letter of the bank.
Exhibit "HJB" 14, for the Crown.	do	Oct. 1st	July 11th.	Agreement for advances, before Auger, N.P., between H. J. Beemer and Messrs. Ross & Co., No. 4527.
Exhibit "HJB" 15, for the Crown.	do	do	Oct. 8th.	Agreement for advances before Auger, N.P., between H. J. Beemer and Ross & Co., No. 5737.
Exhibit "HJB" 16, for the Crown.	do	do	April 15th.	Agreement for advances, before Auger, N.P., between H. J. Beemer and Ross & Co., No. 4700.
Exhibit "HJB" 17, for the Crown.	do	do	Feb. 19th.	Transfer of railway subsidy by H. J. Beemer to Ross & Co., before Auger, N.P., No. 4664.
Exhibit "HJB" 18, for the Crown.	do	do	Mar. 18th.	Transfer by H. J. Beemer, to Messrs. Ross & Co., of Maine, to be paid him by city of Quebec, before Auger, N.P., No. 4678.
Exhibit "HJB" 19, for the Crown.	do	do	July 8th.	Draft signed by the "Chinic Hardware Co." on H. J. Beemer, for \$3,000, dated Quebec, July 8th, 1891, at four months, to order of drawer. Accepted August 12th, 1891.
Exhibit "HJB" 20, for the Crown.	do	do	Nov. 11th.	Four months' note of H. J. Beemer for \$2,000, to order of "The Chicnic Hardware Co." payable at their office and endorsed by them.
Exhibit "HJB" 21, for the Crown.	do	do	do	Three months' note of H. J. Beemer for \$1,000 in favour of "The Chicnic Hardware Co." payable at their office or endorsed by them.
Exhibit "HJB" 22, for the Crown.	do	do	Mar. 4th.	One month note of H. J. Beemer for \$1,000, in favour of "The Chicnic Hardware Co." at their office, and endorsed by them.
Exhibit "HJB" 23, for the Crown.	do	do	May 17th.	Sixty days' note of H. J. Beemer, for \$1,000, in favour of "The Chicnic Hardware Co." payable at their office, and endorsed by them.

Certified correct. GUSTAVE HAMEL, Clerk, R.C.

Exhibit "WRD" for the Crown.	William R. Dean, Manager of the Quebec Bank, Quebec.	Sept. 30th	Sept. 30th	Statement of H. J. Beemer's liability with the Quebec Bank, and the late James G. Ross, Esq., from April 2nd, 1884, to April 10th, 1890.
Exhibit "WRD" for the Crown.	do	do	do	Statement showing H. J. Beemer's credit, entries and monthly balances in the Quebec Bank from November 2nd, 1887, to August 1st, 1888.

Certified correct. GUSTAVE HAMEL, Clerk, R.C.

LIST OF EXHIBITS AND INVENTORY.—Continued.

Edgar versus Caron.

Number and Letter of Exhibit.	By whom Produced.	Date of Production.	Date of Exhibit.	Nature of Exhibit.
Exhibit "JG" 1, for the Crown.....	James Geggie of the city of Quebec.....	1892. Oct. 7th.....	1885. Feb. 4th.....	Cheque No. 1370, on Quebec Bank, Quebec, for \$5,000; signed by Ross & Co., and payable to H. J. Beemer or bearer, endorsed per credit of La Banque du Peuple.
Exhibit "JG" 2, for the Crown.....	do.....	do.....	do 9th.....	Cheque No. 1379, on Quebec Bank, Quebec, for \$4,570; signed Ross & Co., payable to H. J. Beemer or bearer.
Exhibit "JG" 3, for the Crown.....	do.....	do.....	do 9th.....	Cheque No. 1380, on Quebec Bank, Quebec, for \$5,250; signed Ross & Co., payable to H. J. Beemer or bearer, endorsed per credit of Union Bank of Canada, Quebec.
Exhibit "JG" 4, for the Crown.....	do.....	do.....	do 18th.....	Cheque No. 1409, on Quebec Bank, Quebec, for \$5,000; signed by Ross & Co., payable to H. J. Beemer, Esq., or bearer.
Exhibit "JG" 5, for the Crown.....	do.....	do.....	do 19th.....	Cheque No. 1411, on Quebec Bank, Quebec, for \$4,406.59; signed per Ross & Co., by James Geggie, payable to H. J. Beemer or bearer.
Exhibit "ARMc" 1, for the Crown.....	A. R. McDonald, Superintendent of the Quebec Division of the Intercolonial Railway.....	Oct. 4th.....	1886 Sept. 21st.....	Agreement between the Temiscouata Railway Co., and Messrs. J. J. McDonald and Boswell, before Cameron and McPhillip, Toronto, with reference to construction of said railway, and the transfer of Dominion subsidies.

Certified correct.

GUSTAVE HAMEL, Clerk, R. C.

Exhibit "APC" 1 for the Crown.....	Honourable Sir Adolphe P. Caron, Postmaster-General of Canada, K.C.M.G.....	1892 Oct. 27th.....	1887 Feb.	Photographic copy of receipts given to Sir A. P. Caron by Hon. Thomas McCreedy during the month of February, 1887.
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Certified correct.

GUSTAVE HAMEL, Clerk, R. C.

EVIDENCE.

QUEBEC, 20th September, 1892.

The Royal Commission to enquire as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, Member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, met at the City of Quebec this morning for the purpose of taking evidence in reference to such charges.

PRESENT :—The Honourable Basile Routhier, and The Honourable Melbourne M. Tait, Commissioners.

Mr. J. S. Archibald, Q. C., and Mr. Bisailon, Q. C., appeared for the Crown.

Mr. Ferguson, Q. C., Mr. Fitzpatrick, Q. C., and Mr. Pentland, Q. C., appeared for the Honourable Sir A. P. Caron, who was also present in person.

MATTHEW G. DICKIESON, Chief Clerk of the Department of Finance, Ottawa, aged forty three (43) years, being duly sworn, deposed as follows :—

Examined by Mr. Archibald, Q.C.—

Q.—Mr. Dickieson, are you in possession of the warrants and cheques and certificates relating to the payment of the subsidies granted to the Quebec and Lake St. John Railway Company?—A. I am.

Q. These are the original documents in the Department of Finance?—A. Yes, sir.

Q. You have also the same documents which relate to the payment of the subsidies to the Temiscouata Railway?—A. Yes, sir.

Q. These I presume are documents which belong to the Department?—A. They belong to the Department.

Q. You are prepared, I presume, to allow copies of them to be taken?—A. Oh, yes.

Q. Will you now produce these documents, first beginning with the Quebec and Lake St. John Railway Company; will you please just state what is the general nature of these documents which you are producing?—A. I produce the certificates; we call them certificates, they are the authorization for the cheques.

Q. The certificates are the authorization; whose authorization?—A. They are the authorization of the Attorney General.

Q. Perhaps you had better explain the manner in which these payments are made, the necessary proceedings to obtain payment of a subsidy?—A. To explain one will explain all. The process is by the Audit Act. When an application is made by a Department for a certain payment to be made.

Q. When you say the Department, you mean the Department affected by the payment?—A. Yes, the Department, in this case, of Railways and Canals. The Auditor, being satisfied that the payment should be made, issues this certificate; the wording of the whole of them is about the same. It

states in the first place what the money is for. This first one is for a subsidy for ten (10) miles, of three thousand two hundred dollars (\$3,200.00) per mile, making thirty two thousand dollars. The Auditor then certifies that the cheque may issue and signs it, sending this to the Finance Department. The cheque is made out in the Finance Department, signed by the Deputy of Finance, or an Officer acting for him, and sent back to the Auditor General, who also signs it or an officer for him. The cheque is then handed to the party entitled to receive it, if he is present, or sent to the Department, by whom it is sent to the person in whose favour it is drawn. For instance, this first cheque.

Q. Is that the first cheque in point of time that you have referring to this matter?—A. Yes, that is the first cheque issued. I now produce this first cheque dated the seventeenth day of November, one thousand eight hundred and eighty three, it is for twenty four thousand three hundred and fifty five dollars and fifty five cents (\$24,355.55). That was in part payment of the thirty two thousand dollars (\$32,000.00). From the document before me I understand that there was at that time the balance between the twenty four thousand dollars (\$24,000.00) and thirty two thousand dollars (\$32,000.00) due to the Customs Department, and an entry was made debiting the Lake St. John subsidy and crediting the Customs. We did not pay the whole thirty two thousand dollars (\$32,000.00) in cash, but the seven thousand dollars (\$7,000.00) was taken in payment of the Customs.

Q. So that that cheque really represents a payment by the Government of thirty two thousand dollars?—A. Yes, sir.

The witness produces the cheque with certificate attached and files it as exhibit (D 1) at enquete.

Q. Now, the second cheque?—A. The second cheque is dated the fifth day of May, one thousand eight hundred and eighty five. It was paid to the Bank of Montreal under a power of attorney for the Quebec & Lake St. John Railway, and the amount is thirty-seven thousand and twenty-seven dollars (\$37,027.00).

Q. Does the certificate show what it is for?—A. It is a subsidy to the Quebec & Lake St. John Railway.

Q. Does this indicate on what particular portion of that Railway; is it the first, or second, or third ten miles?—A. The certificate does not say. It was issued on the authority of a report of the Chief Engineer dated on the 8th day of April, 1885, and there is an Order in Council of the twentysecond day of April, 1885.

Q. You say that this was paid to the Bank of Montreal under power of attorney; are you in possession of that power of attorney?—A. The power of attorney is here.

Q. Is the power of attorney attached to the cheque?—A. Yes.

The witness produces the cheque together with the power of attorney as exhibit (D 2) at enquete.

Q. Now, with regard to the third cheque?—A. The third cheque was issued on the twenty second day of September, one thousand eight hundred and eighty five (1885). It is payable to the Quebec Bank. The previous power of attorney has been rescinded and a second one to the Quebec Bank substituted. The amount is thirty-eight thousand three hundred and seventy-five dollars (\$38,375.00).

Q. Is there any certificate or any special information on the certificate concerning it?—A. The authority is a letter from the Chief Engineer of the

Edgar versus Caron.

twelfth day of September, and an Order in Council of the fifteenth day of September, one thousand eight hundred and eighty-five (1885).

Q. And simply specifies that it is for the Quebec & Lake St. John Railway?—A. Yes, sir.

Q. Have you any special document which cancels the previous power of attorney to the Bank of Montreal?—A. No, I have not.

The witness produces cheque and power of attorney to the Quebec Bank as exhibit (D 3) at enquete.

Q. Now, the next cheque?—A. The next cheque is for twenty-seven thousand eight hundred and forty dollars (\$27,840.00). It is dated on the nineteenth day of November, one thousand eight hundred and eighty-five (1885).

Q. To whom is that cheque made payable?—A. It is payable to the Quebec Bank. This certificate contains a little more than any of the others. It says "subsidy due on fourth ten mile section," and it is by Order in Council of the sixteenth day of November.

Q. Does it say the total amount of the subsidy; it does not seem to be the total amount of the subsidy that would be due; is there any further explanation?—A. There is no explanation.

The witness produces the cheque and certificate as exhibit (D 4) at enquete.

Q. What is the next cheque?—A. The next cheque is a payment of twenty-four thousand five hundred and thirty-two dollars (\$24,532.00), also to the Quebec Bank. The cheque is dated on the twentieth day of January, one thousand eight hundred and eighty-six (1886) and is authorized by an Order in Council on the eighteenth day of January. It is between the fortieth and fiftieth mile.

The witness produces the certificate and cheque as exhibit (D 5) at enquete.

Q. What about the next cheque?—A. The next cheque is dated on the twenty second day of February, one thousand eight hundred and eighty-six (1886). It is for ninety-six thousand dollars (\$96,000.00) to the order of the Quebec Bank for the Quebec and Lake St. John Railway Company, and is authorized by an Order in Council on the seventeenth day of February.

The witness produces cheque and certificate, which, is filed as exhibit (D 6) at enquete.

Q. By the way, the Quebec Bank referred to, is that the Quebec Bank having an Ottawa branch?—A. Yes, sir. When the Quebec Bank is referred to it is paid always to the Ottawa branch of the bank. The next cheque is for six thousand dollars (\$6,000.00), on the twenty-second day of July, one thousand eight hundred and eighty-six (1886). It is authorized by Order in Council of the thirteenth day of said July.

Q. Paid to the Quebec Bank likewise?—A. Paid to the Quebec Bank likewise.

The witness produces the cheque and certificate attached which is filed as exhibit (D 7) enquete.

Q. What is the next cheque?—A. The next cheque is for eighty-three thousand six hundred and eighty-eight dollars (\$83,688.00). It is dated the ninth day of October, in the year of our Lord one thousand eight hundred and eighty-six (1886), and it is authorized by an Order in Council of the twenty-ninth day of September, 1886.

Q. And likewise paid to the Quebec Bank?—A. Likewise paid to the Quebec Bank.

The witness produces the cheque and certificate as exhibit (D 8) enquete.

Q. What about the next cheque?—A. The next cheque is for three thousand three hundred and ten dollars (\$3,310.00), and is dated the thirteenth day of December, in the year of our Lord one thousand eight hundred and eighty-six (1886) and is authorized by Order in Council of the seventh of said December.

Q. Also paid to the Quebec Bank?—A. Also paid to the Quebec Bank.

The witness produces the cheque and certificate which is filed as exhibit (D 9) at enquete.

Q. What is the next cheque?—A. The next cheque is for forty eight thousand seven hundred and forty-seven dollars (\$48,747.00) in favour of the Quebec Bank, dated on the twenty-third day of December, in the year one thousand eight hundred and eighty-six (1886) and authorized by Order in Council of the seventeenth day of said December.

Witness produces cheque and certificate filed as exhibit (D 10).

Q. What is the next cheque?—A. The next cheque is dated on the fifteenth day of February, one thousand eight hundred and eighty-seven (1887), for sixty thousand four hundred and seventy-four dollars (\$60,474.00) in favour of the Quebec Bank.

Witness produces the cheque and certificate which is filed as (D 11) at enquete.

Q. Are these all signed in the same way?—A. They are all signed; they are all signed or receipted by the officer of the Bank; the first one is receipted by the Secretary-Treasurer of the Quebec & Lake St. John Railway Company.

Q. And the certificates of the Auditor-General bearing the receipts of the payee?—A. Yes, sir.

Q. All the documents that you have produced, in the right hand column bear the receipt of the payee of the cheque?—Yes, that is the signature of Mr. Noel of the Quebec Bank. In the first certificate or two the receipt is signed on the right hand corner at the top.

Q. But in all cases the certificates bear the receipt of the payee?—In all cases. Yes, sir.

Q. What is the next cheque?—A. The next cheque is dated on the thirty first of August in the year one thousand eight hundred and eighty-seven (1887). It is in favour of the Quebec Bank for one hundred and three thousand four hundred and seventy-nine dollars (\$103,479.00).

Q. It is receipted by the officers of the Quebec Bank?—A. It is receipted by one of the officers of the Quebec Bank.

The witness files cheque and certificate as exhibit (D 12) at enquete.

Q. What is the next cheque?—A. The next cheque is for eighty-five thousand eight hundred and fourteen dollars (\$85,814.00) dated the twenty second day of October, in the year one thousand eight hundred and eighty-seven (1887) and in favour of the Quebec Bank.

Q. It bears the receipt of whom?—A. This bears the receipt of J. H. Pinney.

Q. Who is he?—A. He is an officer of the bank.

Witness produces cheque and certificate which is filed as exhibit (D 13) at enquete.

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Q. What is the next cheque?—A. The next cheque is dated on the ninth day of April, one thousand eight hundred and eight-eight (1888), and is for forty two thousand seven hundred and twenty dollars (\$42,720.00) in favour of the Quebec Bank and is signed by C. V. Noel, the Manager of the Bank.

Witness produces cheque and certificate which is filed as exhibit (D 14) at enquete.

Q. What is the next cheque?—A. The next cheque is dated on the twenty-seventh day of February, one thousand eight hundred and eighty-nine (1889), and is for nineteen thousand nine hundred and eleven dollars (\$19,911). It is in favour of the Quebec Bank for the Quebec and Lake St. John Railway Company, and is also signed for by Mr. Noel, Manager of the Quebec Bank. This cheque was issued in virtue of an Order in Council of the sixteenth day of February.

Witness produces cheque and certificate as exhibit (D 15) at enquete.

Q. What is the next cheque?—A. The next cheque is dated on the twenty-fifth day of October, one thousand eight hundred and eighty-nine (1889) and is for thirty-eight thousand four hundred and forty dollars (\$38,440) in favour of the Quebec Bank and is receipted by Mr. Piddington, an officer of the bank.

Q. Is it by virtue of any Order in Council?—Yes, an Order in Council of the twelfth day of October.

Cheque and certificate filed as exhibit (D 16) at enquete.

What is the next cheque?—A. The next cheque is dated on the sixteenth day of January, in the year one thousand eight hundred and ninety-one (1891) and is for twenty thousand eight hundred dollars (\$20,800). It is in favour of Frank Ross. The previous power of attorney is done away with, and another substituted. It is issued by authority of Order in Council of the ninth day of said January.

Q. And is receipted?—A. I fancy that this cheque must have been sent to the department. There is no receipt on the certificate. The practice is to send cheques sometimes to the department. Mr. Ross in whose favour that was drawn lived in Quebec, I suppose, and the department that asks for a cheque has the cheque sent to them, and they would transmit it to the party. When the party is in Ottawa the cheque is delivered personally.

Cheque and certificate filed as exhibit (D 17) at enquete.

Q. What endorsement do you find on that cheque?—A. The endorsement is "pay to the order of Ross & Co., in liquidation." "Frank Ross for the Quebec and Lake St. John Railway Company." It is endorsed by "Ross & Co., in liquidation for Frank Ross," and then it seems to have been deposited in the Quebec Bank, Montreal, as they endorsed it "pay to the order of the Quebec Bank, Montreal, for collection on account of Quebec Bank, Quebec, James Stevenson, General Manager, for the Quebec Bank, Thomas McDougall, Manager."

Q. With regard to exhibit D 17, of course after a cheque is paid by the bank it is returned by the bank to the department?—A. Yes, sir. The next cheque is dated on the thirteenth day of February, in the year one thousand eight hundred and ninety-one, for fourteen hundred dollars. It is in favour of Frank Ross also, and it is authorized by Order in Council of the second of said February.

Q. Is the certificate receipted in this case?—A. The certificate is not receipted.

Q. What endorsement does the cheque bear?—A. “Frank Ross for the Quebec & Lake St. John Railway Company.” “Ross & Co. in liquidation, James Geggie,” and “for credit Quebec Bank, James Stevenson, cashier.”

Q. For credit of Quebec Bank, is that at Ottawa?—A. That I fancy is the endorsement of the Quebec Bank here, to be placed to the credit of the Quebec Bank at Ottawa.

Cheque with certificate filed, as exhibit (D 18).

Q. What is the next cheque?—A. The next cheque is dated on the twentieth day of February, one thousand eight hundred and ninety-one (1891), for fifteen thousand one hundred and fifty dollars (\$15,150.00). It is in favour of Frank Ross for the Quebec & Lake St. John Railway Company, and is authorized by Order in Council of the seventeenth of said February. The cheque is endorsed by Frank Ross for Quebec & Lake St. John Railway Company, and “John Ross & Co. in liquidation for credit Quebec Bank, J. Stevenson, cashier.”

Q. In this case also the certificate is not receipted?—A. It is not receipted. Cheque and certificate filed as exhibit (D 19).

Q. What is the next cheque?—A. The next cheque is dated on the twenty-seventh day of February, one thousand eight hundred and ninety-one (1891), and is for twenty-six thousand three hundred dollars (\$26,300.00). It is in favour of Frank Ross for Quebec & Lake St. John Railway Company, is endorsed by Frank Ross for Quebec & Lake St. John Railway Company, and re-endorsed by John Ross & Co., in liquidation, and for credit Quebec Bank, J. Stevenson, cashier.

Cheque and certificate filed as exhibit (D 20).

Q. What is the next cheque?—A. The next cheque is dated on the thirtieth day of April, one thousand eight hundred and ninety-one (1891), is for six thousand seven hundred dollars (\$6,700.00) in favour of Frank Ross, for Quebec and Lake St. John Railway Company, is endorsed p. p. Frank Ross, James Geggie, “for the Quebec Bank, Thomas H. Jones, Accountant, endorsement guaranteed.”

Q. This one bears the statement that it is for subsidy under 51 Vic., cap. 3, does it not?—A. Yes, sir, it is authorized by Order in Council of the eighteenth day of April, 1891.

Cheque and certificate filed as exhibit (D 21).

Q. What is the next cheque?—A. The next cheque is dated on the seventeenth day of October, one thousand eight hundred and ninety one (1891) for nine thousand six hundred dollars, in favour of Frank Ross, Quebec and Lake St. John Railway Company, is endorsed by Frank Ross for Quebec and Lake St. John Railway Company, John Ross & Co., in liquidation, deposit credit Quebec Bank, Quebec, J. Stevenson, Cashier. This is issued under authority 53 Vic., Cap 2, by Order in Council of the eighteenth day of May, 1891.

Cheque and certificate filed as exhibit (D 22).

Q. What is the next cheque?—A. The next cheque is for four thousand five hundred and twenty two dollars and seventy three cents (\$4,522.73) is dated thirteenth day of November, in the year one thousand eight hundred and ninety one (1891) in favour of Frank Ross, Quebec and Lake St. John Railway Company, is endorsed for Frank Ross, Quebec, for Quebec and Lake St. John Railway, and deposit of credit of Quebec Bank, Quebec, J. Stevenson, General Manager. It is issued under authority 53 Vic., cap. 2, and is also under authority of Order in Council of the fifteenth day of October, 1891.

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Cheque and certificate filed as exhibit (D. 23).

Q. These are all the subsidies paid to the Quebec and Lake St. John Railway Company down to the year one thousand eight hundred and ninety-one (1891)?—A. Yes. I also produce with reference to the first thirty-two thousand dollars (\$32,000.00) paid, the authority, charging to the Quebec and Lake St. John Railway Company seven thousand six hundred and forty-four dollars and forty-five cents (\$7,044.45); that is Customs duties which I attach to exhibit (D 1).

Q. I presume these are Customs duties on materials imported by the railway?—A. I do not know anything about that.

Q. What is the total amount of the subsidies of which you have given evidence?—A. The total amount is eight hundred and thirty-two thousand eight hundred and twenty-seven dollars and seventy-three cents (\$832,827.73).

Q. That is down to the year one thousand eight hundred and ninety-one?—A. Yes. I produce also a summary statement of the said subsidies from exhibit (D 1) to exhibit (D 23), said statement being marked (D 24).

Q. Will you now proceed to produce the documents with regard to the payments on account of the subsidies paid to the Temiscouata Railway Company?—A. The first payment is by two cheques dated the fourteenth day of September, one thousand eight hundred and eighty-seven (1887), one on the Molsons Bank, Montreal, in favour of C. A. Pilon, Manager of the Molsons Bank, Toronto, for Temiscouata Railway Company, ten thousand dollars; and on the Bank of Montreal, Ottawa, for forty five thousand nine hundred and forty-six dollars (\$45,946.00) in favour of the same party. It is authorized by order in Council of the ninth of September, 1887. It is endorsed by Charles A. Pilon, Manager for collection and credit of the Molson's Bank, Toronto, for the Molsons Bank, James Elliott, Manager, T. A. M.

Q. The first cheque for ten thousand dollars is endorsed how?—It is endorsed by C. A. Pilon, Manager for collection and credit of the Molsons Bank, Toronto, C. A. Pilon, Manager.

Q. Where is the authority for putting it that way?—A. It is a power of attorney from the Temiscouata Railway Company to Charles Pilon signed by the President of the Company, A. R. McDonald.

Q. Is it in favor of Pilon personally, or Pilon as agent of the Bank?—A. As Pilon, Manager of the Bank. It is signed Charles A. Pilon, Manager of the Branch Molson's Bank in the city of Toronto.

Q. Can you say why the sum was divided in two cheques?—A. Yes, we had not money enough in the Molsons Bank; we never keep a large sum in the Molsons Bank.

Q. And so, one of the cheques was drawn on the Molsons Bank at Montreal?—A. Yes, sir.

Q. And one upon the Bank of Montreal at Ottawa?—A. Yes.

Cheque and certificate filed as exhibit (D T 1.)

Q. What is the next cheque?—A. The next cheque is dated on the fifth day of October, one thousand eight hundred and eighty-seven (1887). It is for fifty-four thousand two hundred and forty-eight dollars (\$54,248.00) in favour of the Molsons Bank, Toronto, for the Temiscouata Railway Company. It is authorized by an Order in Council of the first of said October and is endorsed by Charles A. Pilon, Manager for collection and credit of the Molsons Bank, Toronto, C. A. Pilon, Manager.

Cheque and certificate filed as exhibit (D T 2).

Q. What is the next cheque?—The next cheque is dated on the twenty-ninth day of November, one thousand eight hundred and eighty-seven (1887); it is for forty-four thousand eight hundred and six dollars (\$44,806.00), also to the order of Charles A. Pison, Manager of the Molsons Bank, Toronto. It is authorized by Order in Council of the twenty-eighth of said November and endorsed by Charles A. Pison, Manager for collection and credit of Bank of Montreal, Toronto, C. Brough, Manager.

Cheque and certificate filed as exhibit (D T 3).

Q. What is the next cheque?—A. The next cheque is dated on the thirty first day of December, one thousand eight hundred and eighty-seven (1887), it is for eleven thousand one hundred and eighty-four dollars (\$11,184.00) payable to the order of Charles A. Pison, Manager of the Molsons Bank, Toronto, for Temiscouata Railway Company. It is endorsed by Charles A. Pison, Manager and for collection and credit of Bank of Montreal, Toronto, C. Brough, Manager.

Q. What is the signature at the bottom?—A. These are Mr Bradley's initials, A. P. B. It indicates that the cheque was sent to the Department of Railways and Canals to be sent to Mr. Pison at Toronto.

Q. As a matter of fact it is probable that all of these cheques which are not receipted upon the certificates were sent by you to the Department of Railways.—A. I have no doubt of it.

Cheque and certificate filed as exhibit (D T 4).

Q. What is the next cheque?—A. The next cheque is dated on the thirteenth day of February, one thousand eight hundred and eighty-eight. It is for fifty thousand five hundred dollars (\$50,500) in favour of Charles A. Pison, Manager of the Molsons Bank, Toronto, for Temiscouata Railway Company. It is authorized by Order in Council of the eighth day of said February and is endorsed by A. P. Broderick for Manager.

Q. It bears the stamp of the bank?—A. Yes, it bears "Molsons Bank, Toronto, for collection and credit of Bank of Montreal, Toronto, C. Brough Manager." I may explain that that certificate was for two payments, but one does not concern the Temiscouata Railway Company.

Q. This cheque at any rate appears to have been endorsed by some duly qualified officer of the bank?—A. I have no doubt of it.

Q. You say that this cheque was for two payments?—A. Yes, sir, I said the certificate was for two payments, but one does not concern this inquiry, it is the Murray Canal.

Q. The cheque is only for that portion which concerns the Temiscouata Railway?—A. Exactly.

Cheque and certificate filed as exhibit (D T 5).

Q. What is the next cheque?—A. The next cheque is for thirty-three thousand dollars (\$33,000) and is dated on the sixth day of June, in the year one thousand eight hundred and eighty-eight (1888). It is in favour of the Bank of Montreal, Ottawa. The former power of attorney is superseded by another which I produce attached to the cheque and certificate. It is authorized by Order in Council of the sixth day of said June and the cheque is receipted by J. W. C. O'Grady, of the Bank of Montreal.

Q. It is receipted for by O'Grady on the certificate itself?—A. Yes, sir, it was handed to him.

Filed as exhibit (D T 6).

Q. What is the next cheque?—A. The next cheque is dated on the twenty-seventh day of July, in the year one thousand eight hundred and

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eighty-eight (1888). It is for twenty-one thousand dollars (\$21,000) payable to the Bank of Montreal, Ottawa. It is authorized by Order in Council of the twenty-fifth day of said July and is receipted for by C. A. Elliott, of the Bank of Montreal. This cheque was likewise not endorsed, but the receipt is on the certificate.

Cheque and certificate filed as exhibit (D T 7).

Q. What is the next cheque?—A. The next cheque is dated on the eighth day of September, in the year one thousand eight hundred and eighty-eight (1888), and is for sixty-one thousand four hundred and sixty-four dollars (\$61,464) in favour of the Bank of Montreal, Ottawa. It is authorized by Order in Council of the fifth of said September and is receipted for by J. W. C. O'Grady, of the Bank of Montreal, Ottawa. The receipt is contained on the certificate of the Auditor General.

Cheque and certificate as exhibit (D T 8).

Q. What is the next cheque?—A. The next cheque is dated on the sixth day of October, in the year one thousand eight hundred and eighty-eight (1888) and is for ten thousand dollars (\$10,000) in favour of the Bank of Montreal, Ottawa. It is also receipted for by Mr. O'Grady. It is authorized by Order in Council of the twenty-fifth day of September.

Cheque and certificate filed as exhibit (D T 9).

Q. What is the next cheque?—A. The next cheque is dated on the twenty-seventh day of November, in the year of our Lord one thousand eight hundred and eighty-eight (1888). It is for fifty-nine thousand and six dollars (\$59,006). It is in favour of the Bank of Montreal, Ottawa. It is authorized by Order in Council of the twenty-third day of November, and is receipted for by Mr. Elliott, of the Bank of Montreal, Ottawa.

Cheque and certificate filed as exhibit (D T 10).

Q. What is the next cheque?—A. The next is dated on the first day of February, one thousand eight hundred and eighty-nine (1889), and is for eleven thousand seven hundred and forty-six dollars (\$11,746) in favour of the Bank of Montreal, Ottawa. It is authorized by Order in Council of the twenty-seventh inst., but this must mean the twenty-second of January, 1889, because it cannot be the twenty-second day of February, when the cheque is dated on the first of February. It is receipted for by Mr. O'Grady, of the Bank of Montreal, Ottawa. The receipt is contained on the certificate of the Auditor General.

Cheque and certificate filed as exhibit (D T 11).

Q. What is the next cheque?—A. The next cheque is a payment of seventy-four thousand three hundred dollars (\$74,300) by two cheques both in favour of the Bank of Montreal. The first for four thousand three hundred dollars on the Bank of Toronto, Toronto, and the balance of seventy thousand dollars (\$70,000) on the Bank of Montreal, Ottawa. They are both dated on the twenty-third of January (1890). They are authorized by Order in Council of the fifteenth day of said January, and by 48 Vic., cap. 58. I did not notice that the Act was mentioned in the others. It is also receipted for by Mr. O'Grady.

Q. The first cheque is on the Bank of Toronto, Toronto.—A. Yes. It is endorsed for collection and credit of the Bank of Montreal, Ottawa, F. Gundry, Manager, and endorsed for collection and credit of the Bank of Montreal, Toronto, C. Brough, Manager. It is receipted for by Mr. O'Grady, of the Bank of Montreal, also.

Cheque and certificate filed as exhibit (D T 12).

Q. What is the next cheque?—A. The next cheque is dated on the seventeenth day of December, one thousand eight hundred and ninety (1890) in favour of the Bank of Montreal, Ottawa, for the Temiscouata Railway Company, and is for forty-eight thousand five hundred and twenty dollars (\$48,520). It is issued under authority of 51 Vic., cap. 3, and Order in Council of the fifth day of said December. It is receipted for by Mr. O'Grady, of the Bank of Montreal, Ottawa.

Cheque and certificate filed as exhibit (D T 13).

Q. What is the next cheque?—A. The next cheque is dated on the twentieth day of January, in the year one thousand eight hundred and ninety-one (1891) in favour of the Bank of Montreal, Ottawa, and is for thirty-four thousand two hundred and fifty dollars (\$34,250.00). It is by 51 Vic., cap. 3, and Order in Council of the sixteenth day of January, and receipted for by Mr. O'Grady, of the Bank of Montreal, Ottawa.

Cheque and certificate filed as exhibit (D T 14).

Q. What is the next cheque?—A. The next cheque is dated on the ninth day of October, in the year one thousand eight hundred and ninety-one (1891) and is for thirteen thousand three hundred and ninety-five dollars (\$13,395.00). It is in favour of the Bank of Montreal, Ottawa. It is authorized by 51 Vic., cap. 3, and Order in Council of the second day of said October. It is receipted for by Mr. O'Grady, of the Bank of Montreal, Ottawa.

Cheque and certificate filed as exhibit (D T 15).

Q. What is the next cheque?—A. The next cheque is dated the twenty-third day of December, one thousand eight hundred and ninety-one (1891). It is for forty-one thousand four hundred and thirty-five dollars (\$41,435.00), also in favour of the Bank of Montreal, Ottawa. It is authorized by Order in Council of the nineteenth day of said December, and is receipted for by Mr. O'Grady.

Cheque and certificate filed as exhibit (D T 16).

Q. That is all you have in reference to this railway up to the end of the year one thousand eight hundred and ninety-one (1891)?—A. Yes.

Q. What is the total amount of the subsidies which you have mentioned up to the end of the year one thousand eight hundred and ninety-one (1891)?—A. The total amount of the subsidies was six hundred and twenty-four thousand eight hundred dollars (\$624,800.00).

Q. All of these amounts were paid as subsidies granted to that road by the Government of Canada?—A. Yes, sir, as appears by the certificate.

Witness files summary statement of the above amount as exhibit (D T 17).

Q. The sums which you have mentioned constitute the whole of the payments that were made on account of the subsidies to those two railways?—A. Yes, sir; they are all the amounts that we have charged.

Q. Down to the end of the year one thousand eight hundred and ninety-one (1891)?—A. Yes.

Q. In each case there has been some moneys paid since that date?—A. Yes.

Q. You have no other payments in the Department of Finance referring to these matters excepting those which you have brought?—A. I do not know of any. There may be a letter cancelling the first power of attorney in the case of the Temiscouata Railway. Of late years we require a letter before cancelling, but years ago we did not. The new power of attorney we took cancelled the old, but of late years we have required a letter.

Q. And of late years you have required a letter?—A. Yes.

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Q. And you say there may be such a letter cancelling the power of attorney in the case of the Temiscouata Railway Company?—A. There may be.

Q. And you are not sure if there is?—A. I am not sure if there is.

Q. But apart from that there are no other documents relating to the matter in the possession of the Finance Department?—A. No other that I know of, except copies of the Orders in Council. Of course, we have copies of all the Orders in Council.

Counsel for Sir A. P. Caron do not cross-examine the witness.

And further deponent saith not.

And I, Thomas P. Owens, one of the official reporters of the House of Commons and a sworn stenographer in this case, do depose on the oath I have taken that the above is a true and faithful transcript of the evidence of the above named witness taken by me by means of stenography.

THOS. P. OWENS.

QUEBEC, 21st September, 1892.

The Royal Commission to inquire as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, resumed its sitting at the city of Quebec this morning for the taking of evidence in reference to such charges.

PRESENT :—The Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Commissioners.

LOUIS K. JONES, Clerk in the Department of Railways and Canals and Secretary to the Chief Engineer of the Government of Railways, aged forty-two (42) years, being duly sworn, deposed as follows :—

Examined by Mr. Bisailon, Q. C., of Counsel for the Crown.

Q. Mr. Jones, will you state to the Commissioners what is your position in the Department of Railways and Canals?—A. I am Clerk in the Department and Secretary to the Chief Engineer of the Government Railways.

Q. You received a subpoena to bring with you all the papers in connection with the Quebec and Lake St. John Railway and the Temiscouata Railway?—A. I did.

Q. Did you bring these papers?—A. Yes, I brought all the papers that were given to me.

Q. Are all these papers the originals?—A. All these papers are the originals, except the Orders in Council, and they are certified copies, the originals never going out.

Q. Have you amongst your papers a petition of E. Beaudet, Vice-President of the Quebec and Lake St. John Railway Company, asking amendments to the Act passed the last session, and asking one hundred and seventy thousand dollars (\$170,000.00) additional on account of the line being twenty-five miles longer than was estimated?—A. Yes.

Q. What is it?—A. It is from the Minister of Finance inclosing a petition of E. Beaudet, Esquire, Vice-President of the Quebec and Lake St. John Railway, asking an amendment of the Act passed last session by granting one hundred and seventy thousand dollars (\$170,000.00) additional on account of the line being twenty-five miles longer than was estimated. It encloses petition

signed by some members of Parliament. The petition is addressed to Sir Charles Tupper, then Minister of Railways and Canals. It is sent by the Deputy Minister of Finance, Mr. Courtney; the Minister of Finance then being Sir Leonard Tilley.

Petition filed as exhibit (LJ 1).

Also I produce and file a letter from J. G. Scott, dated the fourth of May, in the year one thousand eight hundred and eighty-three (1883) addressed to the Secretary of the Department of Railways enclosing a specification together with the certificate from the Chief Engineer to the effect that "the section for the subsidy upon which payment is now asked is a fair average to the quality of work of the whole road."

Filed as exhibit (LJ 2).

I also file a certified copy of Order in Council dated on the seventh day of June, one thousand eight hundred and eighty-three (1883) granting a further subsidy of three thousand two hundred dollars (\$3,200.00) per mile for additional distance of twenty-five miles (25) not exceeding on the whole eighty thousand dollars (\$80,000.00), and containing sketch of the approximate route. This copy of the Order in Council is certified by the Clerk of the Privy Council, Mr. John J. McGee.

Filed as exhibit (LJ 3).

I also produce a certified copy of Order in Council dated the eighteenth day of August one thousand eight hundred and eighty-three (1883) giving authority to execute an agreement with the above Railway Company for the construction of a line between St. Raymond and Lake St. John. From the Journal, this Order in Council appears to have been amended by another Order in Council of a later date.

Filed as exhibit (LJ 4).

I also produce a letter numbered 32619. There appeared to be two petitions addressed to Sir A. P. Caron, Minister of Militia, and they appear to have been transferred by him to the department without any remark. This is a letter addressed to the Honourable Sir A. P. Caron and he appears to have transferred two petitions, one from the inhabitants of the parish of Val Cartier and the other from the inhabitants of the parish of St. Gabriel West, County of Quebec, praying for a subsidy to the Quebec and Lake St. John Railway Company for the purpose of purchasing rails for the abandoned location of the road, ten miles between River Jacques Cartier and Gosford, and failing a subsidy asking the Government for old rails.

Filed as exhibit (LJ 5).

I also produce and file report from Mr. Ridout, dated the tenth day of November, on the first ten miles section of the Quebec and Lake St. John Railway. He considers the work on this section a fair average of the whole line and recommends a payment of the subsidy of three thousand two hundred dollars (\$3,200) per mile on this section, amounting to the sum of thirty-two thousand dollars (\$32,000).

Filed as exhibit (LJ 6).

I also produce and file a letter from the Deputy Minister or Commissioner of Customs dated on the sixteenth of November, one thousand eight hundred and eighty-three (1883), addressed to the Secretary of the Department of Railways and Canals with reference to the claim of the Department of Customs against Messrs. Withall and Ross, and stating it was understood that the amount due for this claim would be deducted from the first payment of the

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subsidy. The amount of the claim is seven thousand seven hundred and seventy-seven dollars and fifty-two cents (\$7,777.52).

Filed as exhibit (LJ 7).

I also produce and file another letter from the Commissioner of Customs dated on the seventeenth day of November, one thousand eight hundred and eighty-three (1883), stating that the amount is found to be seven thousand six hundred and forty-four dollars and forty-five cents (\$7,644.45), the other amount being incorrect.

Filed as exhibit (LJ 8).

I also produce certified copy of an Order in Council dated on the fifteenth day of November, in the year one thousand eight hundred and eighty-three (1883), authorizing payment of subsidy of three thousand two hundred dollars per mile for the first ten (10) miles, or a total of thirty-two thousand dollars (\$32,000).

Filed as exhibit (L J 9).

I also produce letter dated the twenty-first day of November, in the year one thousand eight hundred and eighty-three (1883), from the Accountant of the Department of Customs, Mr. Parmelee, addressed to the Secretary of the Department of Railways and Canals, asking that a cheque be issued in favour of the Customs Department for the sum of seven thousand six hundred and forty-four dollars and forty-five cents (\$7,645.45), and deducted from the subsidy to the Lake St. John Railway.

Filed as exhibit (L J 10).

I also produce document purporting to be a letter from J. G. Scott, Secretary of the Quebec and Lake St. John Railway, dated on the twenty-sixth day of January, in the year one thousand eight hundred and eighty-four (1884) and addressed to Sir Charles Tupper, Minister of Railways, stating that he is directed on behalf of the Quebec and Lake St. John Railway Company to request that the Government will be pleased to take the necessary means to complete the subsidy granted to this railway by the resolution of the years one thousand eight hundred and eighty-two (1882), and one thousand eight hundred and eighty-three (1883), so that it may cover the whole mileage to be built, and then he gives in detail the mileage and encloses a pamphlet and map.

Filed as exhibit (L J 11).

I also produce and file a petition sent by J. G. Gagnier, Thomas McGreevy and several others, addressed to The Honourable Sir Charles Tupper, Minister of Railways and Canals, and dated Ottawa, the first day of March, one thousand eight hundred and eighty-four (1884), and appears to be a petition asking for aid for the Lake St. John Railway Company, and is apparently signed by a number of Members of Parliament.

Filed as exhibit (L J 12).

I also produce and file letter addressed by J. G. Scott, Secretary of the Quebec and Lake St. John Railway Company, to the Secretary of the Department of Railways and Canals, dated on the nineteenth day of July, one thousand eight hundred and eighty-four (1884), in which he states that he is directed to enclose for the information of the department a copy of the resolution of the Board of Directors of this Company, adopted at a meeting held on the tenth instant, transferring to Messrs. Ross and Company, of Quebec, the subsidy payable by the Dominion of Canada at the rate of three thousand two hundred dollars (\$3,200.00) per mile upon ten miles of this railway, from Station 2186 at Lake St. Simon to Station 2714, near River Pierre.

Filed as exhibit (L J 13).

I also produce and file a report signed by Mr. Collingwood Schrieber, Chief Engineer of Government Railways, dated on the eighth day of April, in the year one thousand eight hundred and eighty-five, addressed to the Secretary of the Department of Railways and Canals, on the second ten miles north of St. Raymond on the Quebec and Lake St. John Railway, stating that the section is not completed according to the requirements of the contract, and enclosing a copy of the report of Mr. Ridout, Inspecting Engineer.

Filed as exhibit (L J 14).

I also produce and file a certified copy of the Order in Council, dated on the twenty-second day of April, in the year one thousand eight hundred and eighty-five (1885), authorizing payment of a sum of thirty-seven thousand and twenty-seven dollars (\$37,027.00) to the Quebec and Lake St. John Railway Company, being the subsidy on the second ten miles north of St. Raymond.

Filed as exhibit (L J 15).

I also produce and file a letter sent by J. G. Scott, dated on the ninth day of September, in the year one thousand eight hundred and eighty-five (1885), addressed to the Secretary of the Department of Railways and Canals, and stating "we have transferred to Messrs. Ross & Company, by deed before notary, the subsidy payable by the Dominion upon thirty miles of this railway from station 2714 to station 4298, opposite to the Island of Lake Edward."

Filed as exhibit (L J 16).

I also produce a letter from S. Piddington, who, I think, signs for the manager of the Quebec Bank, addressed to the Secretary of the Department of Railways & Canals, under date the first day of September, in the year one thousand eight hundred and eighty-five (1885), stating that he encloses a power of attorney received from Messrs. Ross & Company, Quebec, to be placed on file. The power of attorney does not appear to be here, but it appears to be filed with contracts.

Filed as exhibit (L J 17).

I also file report signed by Mr. Schreiber, dated on the twelfth day of September, in the year one thousand eight hundred and eighty-five (1885), addressed to the Secretary of the Department, with reference to the inspection of the section of the Quebec and Lake St. John Railway between the twentieth and thirtieth miles west from St. Raymond, and stating that under the terms of the contract he thinks that the subsidy of thirty-eight thousand three hundred and seventy-three dollars (\$38,373.00), applicable to this section, has been earned, and the company may be considered entitled to receive it, and he encloses a copy of the report of Mr. Ridout, inspecting engineer.

Filed as exhibit (L J 18).

I also file certified copy of an Order in Council dated on the fifteenth day of September, in the year one thousand eight hundred and eighty-five (1885), being authority to pay to the Quebec and Lake St. John Railway Company, the amount of their subsidy apportioned to the section between the twentieth and thirtieth miles, the sum of thirty-eight thousand three hundred and seventy-three dollars (\$38,373.00).

Filed as exhibit (L J 19).

I also file a letter signed J. G. Scott, secretary of the Quebec & Lake St. John Railway Company, dated on the twenty-first day of September, in the year one thousand eight hundred and eighty-five (1885), addressed to the Department of Railways and Canals, enclosing copies of the following transfers of the subsidies payable by the Government to this company. On

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the twenty-fourth day of August, one thousand eight hundred and eighty-five, transfer in favour of Ross & Company, of seventy thousand dollars (\$70,000.00), out of a subsidy of ninety-six thousand dollars (\$96,000.00). Also a transfer in favour of the Honourable J. G. Ross, as president of the Quebec & Lake St. John Railway Lumbering and Trading Company, of twenty-six thousand dollars (\$26,000.00), out of a subsidy of ninety-six thousand dollars (\$96,000.00). On September the fourteenth, a transfer in favour of Ross & Company, of thirty-two thousand dollars (\$32,000.00), being a subsidy upon ten miles from station 3770 to 4298. The transfers are not under this cover and this is just a letter covering them.

Filed as exhibit (L J 20).

I also produce and file a letter signed Jas. G. Ross, President of the Quebec & Lake St. John Railway Lumbering and Trading Company, dated on the tenth day of October, one thousand eight hundred and eighty five (1885), addressed to the Secretary of the Department of Railways and Canals, enclosing a copy of resolution of Board of Directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, transferring to the Quebec Bank a subsidy to the extent of twenty six thousand dollars (\$26,000.00) transferred to him in his capacity as President of that Company on the twenty-fourth day of August previous.

Filed as exhibit (L J 21).

I also produce and file a report signed Collingwood Schreiber, dated on the ninth day of November, one thousand eight hundred and eighty five (1885), addressed to the Secretary of the Department of Railways and Canals, with reference to the inspection from the thirtieth to the fortieth miles north of St. Raymond. He says that the subsidy applicable to this section amounts to twenty seven thousand eight hundred and forty dollars (\$27,840.00) which may be deemed to have been earned. He refers to the report of the Inspecting Engineer, Mr. Ridout.

Filed as exhibit (L J 22).

I also produce and file certified copy of an Order in Council dated on the sixteenth day of November in the year of Our Lord one thousand eight hundred and eighty-five (1885), with reference to the section of the Quebec and Lake St. John Railway, from the beginning of the thirtieth to the fortieth mile north of St. Raymond. It authorizes the payment of twenty-seven thousand eight hundred and forty dollars (\$27,840.00).

Filed as exhibit (L J 23).

I also produce and file a report signed Collingwood Schreiber, dated on eleventh day of January, one thousand eight hundred and eighty six (1886) addressed to the Secretary of the Department of Railways and Canals, with reference to the section of the Quebec and Lake St. John Railway between the fortieth and fiftieth miles north of St. Raymond. It refers to Mr. Ridout's inspection and it says "he thinks that the balance of twenty-four thousand five hundred and thirty-two dollars (\$24,532.00) might safely be paid the Company."

Filed as exhibit (L J 24).

I also produce and file a letter signed J. G. Scott, Secretary of the Quebec and Lake St. John Railway, dated on the twelfth day of January, one thousand eight hundred and eighty-six (1886) addressed to the Secretary of the Department of Railways and Canals, making application on behalf of the Company to enter into an agreement with the Government with reference to that portion of the line extending from its junction with the North Shore Railway to St. Raymond subsidised by Act 48 & 49 Vic., cap. 59.

Filed as exhibit (L J 25).

I also produce and file copy of an Order in Council dated on the eighteenth day of January, in the year one thousand eight hundred and eighty-six (1886) being authority to pay to the Quebec and Lake St. John Railway Company the sum of twenty four thousand five hundred and thirty two dollars (\$24,532.00) as per report of the Chief Engineer.

Filed as exhibit (L J 26).

I also produce and file certified copy of the Order in Council dated on the twenty eighth day of January, in the year one thousand eight hundred and eighty-six (1886) approving of the agreement and location plans of the fifty miles north of St. Raymond for which a subsidy of ninety six thousand dollars (\$96,000.00) has been voted. In this is included the specification and a draft of agreement approved.

Filed as exhibit (L J 27).

I also produce a report signed Collingwood Schreiber, dated on the eleventh day of February, in the year one thousand eight hundred and eighty-six (1886) addressed to the Secretary of the Department of Railways and Canals, reporting that he considers the subsidy of ninety-six thousand dollars (\$96,000.00) has been earned.

Filed as exhibit (LJ 28).

I also produce and file certified copy of an Order in Council dated on the seventeenth day of February, one thousand eight hundred and eighty-six (1886) authorizing the payment to the Lake St. John Railway Company of ninety-six thousand dollars (\$96,000.00) on that part of the line from the junction with the North Shore Railway to St. Raymond.

Filed as exhibit (LJ 29).

I also produce and file letter from Sir A. P. Caron, Minister of Militia, dated on the fourth day of March, in the year one thousand eight hundred and eighty-six (1886) to the Department of Railways and Canals, and stating " I beg to enclose you a petition from the Quebec & Lake St. John Railway Company which has been placed in my hands for the purpose of transferring it to you. It transfers a petition signed by J. G. Ross, President of the Lake St. John Railway Company for an increase of subsidy.

Q. An increase to how much?—A. The endorsement on the back of the paper says an increase to six thousand dollars per mile for one hundred and eighty miles from Quebec to Lake St. John.

Filed as exhibit (LJ 30).

Q. Please produce the other letters and documents and describe them as you have been doing?—A. I also produce and file a letter from J. G. Scott, dated on the first day of April, one thousand eight hundred and eighty-six (1886) addressed to the Secretary of the Department of Railways and Canals, saying that he is directed to forward the enclosed list of shareholders of this Company.

Q. What are the names of the shareholders according to this letter?—A. Hon. Jas. G. Ross, Quebec, P.Q., \$25,000 ; W. S. Ogden, Cardiff, Wales, \$25,000.00 ; William Withall, Montreal, P.Q., \$25,000.00 ; John Ross, Quebec, P.Q., \$25,000.00 ; James Connelly, Munissing, Michigan, \$12,500.00 ; Estate late J. B. Renaud, Quebec, P.Q., \$5,000.00 ; Elisée Beaudet, Quebec, P.Q., \$3,000.00 ; Hon. Sir A. P. Caron, Ottawa, \$2,500.00 ; Hon. P. Garneau, Quebec, \$2,000.00 ; Hon. I. Thibaudeau, Quebec, P.Q., \$2,500.00 ; Estate late P. Vallée, \$500.00 ; city of Quebec, \$450,000.00. Small shareholders representing of stock \$101,000.00. Total \$679,000.00.

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Filed as exhibit (LJ 31).

I produce and file letter signed J. G. Scott, Secretary of the Lake St. John Railway Company and dated on the twenty first day of June, one thousand eight hundred and eighty-six (1886) addressed to the Secretary of the Department of Railways, enclosing a copy of the transfer of the subsidy of three thousand two hundred dollars (\$3,200.00) per mile payable by the Dominion Government, in favour of Ross & Company, Quebec, for forty miles from station 2296 to station 2410.

Filed as exhibit (LJ 32).

I also produce and file a report signed Collingwood Schreiber, dated on the seventh day of July, in the year one thousand eight hundred and eighty-six, addressed to the Secretary of the Department of Railways, in which he says that the work is now completed according to contract on the section of railway between the fortieth and fiftieth miles north of St. Raymond, entitling the company to receive the balance of the subsidy applicable to this section amounting to six thousand dollars (\$6,000.00) which he suggests be paid.

Filed as exhibit (L J 33.)

I also produce and file certified copy of Order in Council dated on the thirteenth day of July, in the year one thousand eight hundred and eighty-six (1886), authorizing the payment of six thousand dollars (\$6,000.00) on the section referred to above in accordance with the report of the chief engineer.

Filed as exhibit (L J 34).

I also produce and file a report signed for Mr. Schreiber by F. J. Lynch, who was engineer in charge of Mr. Schreiber's office and he signs Mr. Schreiber's name by his initials. It is dated on the twenty-second day of September, in the year one thousand eight hundred and eighty-six (1886). It is in reference to the inspection of the section of the Lake St. John Railway from the fiftieth to the seventieth mile north of St. Raymond, and quotes the report of Mr. Ridout, the inspecting engineer.

Filed as exhibit (L J 35).

I also produce certified copy of an Order in Council dated on the twenty-ninth day of September, in the year of our Lord one thousand eight hundred and eighty-six (1886), authorizing the payment to the Lake St. John Railway Company the sum of eighty-three thousand six hundred and eighty-eight dollars (\$83,688.00).

Filed as exhibit (L J 36).

I also produce the report signed Collingwood Schreiber, dated on the twenty-fifth day of November, in the year one thousand eight hundred and eighty-six (1886), addressed to the Secretary of the Department of Railways and Canals, with reference to the inspection of the section from the seventieth to the eightieth mile north of St. Raymond. It says that Mr. Ridout has inspected section eight (8) and reinspected sections six (6) and seven (7). With the exception of a few timber box culverts, which are condemned, he states that the work is well and substantially done. The subsidy applicable to the three sections from the fiftieth to the eightieth mile is one hundred and thirty-five thousand five hundred and thirty-five dollars (\$135,535.00); deducting cost of replacing timber culverts with masonry, three thousand one hundred dollars (\$3,100.00), balance one hundred and thirty-two thousand four hundred and thirty-four dollars (\$132,434.00).

Filed as exhibit (L J 37).

I also produce another report signed by Mr. Schreiber, dated on the fourth day of December, one thousand eight hundred and eighty-six (1886).

It is addressed to the Secretary of the Department of Railways. He says that it appears the sum of thirty-five thousand three hundred and ten dollars (\$35,310.00) is applicable to the first ten mile section of the Lake St. John Railway north of St. Raymond, whereas thirty-two thousand dollars only of that amount has been paid, leaving a balance of three thousand three hundred and ten dollars (\$3,310.00) due thereon, which "I now certify, as this section of the road is completed." The cause of thirty-two thousand dollars only having been previously certified on this section is that at the time the certificate was prepared the total subsidy had not been apportioned off into sections.

Filed as exhibit (LJ 38).

I also produce and file certified copy of an Order in Council dated on the seventh day of December, in the year one thousand eight hundred and eighty-six (1886) authorizing the payment of that balance of three thousand three hundred and ten dollars (\$3,310) on the first ten miles section of the road from St. Raymond northwards.

Filed as exhibit (LJ 39).

I also produce and file certified copy of an Order in Council dated on the seventeenth day of December, in the year of our Lord one thousand eight hundred and eighty-six (1886) authorizing the payment of forty-eight thousand seven hundred and forty-seven dollars (\$48,747) under a certificate of the Chief Engineer of Railways on the sections between the fiftieth and eightieth miles north of St. Raymond.

Exhibit (LJ 40).

I also file a letter signed J. G. Scott, addressed to the Secretary of the Railway Department, dated on the twenty-fourth day of December in the year one thousand eight hundred and eighty-six (1886) asking the Secretary to send him a memo. showing how the payment of forty-eight thousand seven hundred and forty-seven dollars (\$48,747) made the previous day is arrived at, and how much of it belongs to the three thousand two hundred dollars (\$3,200) a mile subsidy, and how much to the one thousand nine hundred and sixty-one dollars (\$1,961) per mile subsidy. On the back of the paper there is the endorsation that it was referred to the Chief Engineer of Railways and on the back of the paper there is the endorsation that the subsidies applicable to sections six, seven and eight amount to one hundred and thirty-five thousand five hundred and thirty-five dollars (\$135,535) deducting estimated cost of replacing timber culvert with masonry three thousand one hundred dollars (\$3,100) leaving a balance of one hundred and thirty-two thousand four hundred and thirty-five dollars (\$132,435); previously paid eighty-three thousand six hundred and eighty-two dollars (\$83,682) leaving to be paid forty-eight thousand seven hundred and forty-seven dollars (\$48,747).

Filed as exhibit (LJ 41).

I also produce and file a report signed Collingwood Schrieber, dated on the second day of February, in the year one thousand eight hundred and eighty-seven (1887) addressed to the Secretary of Department of Railways, with reference to the inspection of the sections of the Lake St. John Railway between the eightieth and ninetieth mile and between the ninetieth and hundredth mile.

Q. Is there anything in this report about the payment of the subsidy?—

A. He shows work done on the sections between the eightieth and ninetieth mile to the amount of sixty thousand four hundred and seventy-four dollars (\$60,474) and between the ninetieth and hundredth mile, he says that the

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grading is said to be completed and the track laid seven miles, but that Mr. Ridout is unable to proceed further than the ninety-first mile as the road was completely blocked with snow.

Filed as exhibit (L J 42).

I also produce certified copy of an Order in Council dated on the eighth day of February, in the year one thousand eight hundred and eighty-seven (1887) recommending that authority be given for the payment of sixty thousand four hundred and seventy-four dollars (\$6,474).

Filed as exhibit (L J 43).

Q. Have you got a report of Mr. Schreiber, dated on the thirteenth day of July, in the year of Our Lord one thousand eight hundred and eighty-seven (1887)?—A. It does not appear to have been here, but there is a synopsis of that report in the journal. From the synopsis it is a report on the inspection made by Mr. Ridout to the one hundred and tenth mile north of St. Raymond, showing a subsidy earned of five hundred and sixty-one thousand four hundred and seventy dollars (\$561,470.00), less previous payments.

Q. Please give the Order in Council referring to this report?—A. There is a certified copy of the Order in Council dated on the twenty-fifth day of August, in the year one thousand eight hundred and eighty-seven, being an authority to pay to the Lake St. John Railway Company the amount of one hundred and three thousand four hundred and seventy-nine dollars (\$103,479). I may say that these amounts are always subject to any previous payment being deducted. They always give authority to pay the whole amount, but the accountant deducts the previous payment. From this Order in Council it appears that the chief engineer reported on the thirteenth day of August (1887).

Filed as exhibit (L J 44).

Q. Can you find the report of the engineer now?—A. Yes, I produce and file a report dated on the thirteenth of August, in the year one thousand eight hundred and eighty-seven (1887), signed Collingwood Schreiber, addressed to the Secretary of Railways and Canals, with reference to the one hundred and ten miles north of St. Raymond, shewing amount of subsidy earned, five hundred and sixty-one thousand four hundred and seventy dollars (\$561,470.00). He says that the company have earned this amount of subsidy from which should be deducted previous payments.

Filed as exhibit (L J 45).

I also produce letter dated the second day of September, in the year one thousand eight hundred and eighty-seven (1887), signed J. G. Scott, addressed to the Secretary of the Department of Railways, asking for a memo. shewing how the amount of subsidy, one hundred and three thousand four hundred and seventy-nine dollars (\$103,479.00), has been arrived at. That was referred to Mr. Schreiber on the fifth of September, and he wrote a memorandum on the back, "Subsidy applicable to the section in question, five hundred and sixty-nine thousand five hundred and seventy dollars (\$569,570.00), less value of work to be made to conform to the specification, three thousand one hundred dollars (\$3,100); work yet to be done, five thousand four hundred dollars (\$5,400.00); total, eight thousand five hundred (\$8,500.00), leaving a balance of five hundred and sixty-one thousand four hundred and seventy dollars (\$561,470.00); previous payments to be deducted, four hundred and fifty-seven thousand nine hundred and ninety-one dollars (\$457,991.00), and balance due company, one hundred and three thousand four hundred and seventy-nine dollars (\$103,479.00)."

Filed as exhibit (L J 46).

I also produce and file letter dated on the sixth day of September, one thousand eight hundred and eight-seven (1887), signed by J. G. Scott, secretary to the Quebec and Lake St. John Railway, addressed to the Secretary of the Department of Railways, in which he states that he is directed to enclose for the information of the department a copy of a notarial agreement between the Saguenay and Lake St. John Railway Company and the Quebec and Lake St. John Railway Company, by which the former concedes and transfers to the Quebec and Lake St. John Railway Company any pretension they may have to a subsidy of ninety-six thousand dollars (\$96,000.00), voted at the previous Session of the Dominion Parliament, to aid in the construction of railway from Chicoutimi to Lake St. John, or from Lake St. John to Chicoutimi.

Filed as exhibit (L J 47).

Q. Will you please continue to file the other documents bearing on this case, and describe them as you have been doing?—A. I produce and file the the following documents:—

Report from Department of Justice, dated 16th September, 1887, signed by A. Power, Acting Deputy Minister of Justice, reporting on the proposed transfer to the Quebec and Lake St. John Railway Company of the subsidy granted to the Saguenay and Lake St. John Railway Company.

Exhibit (L J 48).

Report dated 5th October, 1887, signed for Collingwood Schreiber, by Francis J. Lynch, with reference to the inspection from the one-hundredth and tenth mile, from the one hundred and tenth to the one hundred and twentieth mile, and from the one hundred and twentieth to the one hundred and thirtieth mile.

Exhibit (L J 49).

Certified copy of an Order in Council, dated 11th October, 1887, for the payment of eighty-five thousand eight hundred and fourteen dollars (\$85,814) on the construction of the road up to the hundred and thirtieth mile.

Filed as exhibit (L J 50).

A memo. initialed by Mr. Schreiber, dated 1st November, 1887, stating that the subsidy payment of eighty-five thousand eight hundred and fourteen dollars was arrived at as follows:—Subsidy applicable from the Junction to St. Raymond, ninety-six thousand dollars (\$96,000.00). From the first mile to the hundred and thirtieth, five hundred and fifty-one thousand two hundred and eighty-four dollars (\$551,284.00). Deductions from fiftieth to sixtieth mile, fifteen hundred dollars (\$1,500.00). From sixtieth to seventieth mile, one thousand dollars (\$1,000.00). From seventieth to eightieth, six hundred dollars (\$600.00). From one hundred to one hundred and tenth mile, twelve hundred dollars (\$1,200.00). From one hundred and tenth to one hundred and twentieth mile, fourteen hundred dollars (\$1,400.00). From one hundred and twentieth to one hundred and thirtieth mile, fifteen thousand seven hundred and twenty dollars (\$15,720.00). Total deductions, twenty-one thousand four hundred and twenty dollars (\$21,420.00), leaving a balance of six hundred and twenty-five thousand eight hundred and sixty-four dollars (\$625,864.00), previously certified, five hundred and forty thousand and fifty dollars (\$540,050.00), balance, eighty-five thousand eight hundred and fourteen dollars (\$85,814.00).

Filed as exhibit (L J 51).

Also a letter from A. Benoit, Private Secretary to the Minister of Militia, dated on the fourteenth day of November, one thousand eight hundred and

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eighty-seven, addressed to the Secretary of the Department of Railways and Canals, stating that "he is directed by the Hon. Sir A. P. Caron to enclose letter dated 12th instant, from J. G. Scott, with regard to the claims transferred, and requesting that he would bring it to the notice of the Minister of Railways and Canals." A letter from Mr. Scott is enclosed.

Exhibit (LJ 52).

A letter signed J. G. Scott, dated 18th November, 1887, addressed to the Secretary of the Department of Railways, enclosing copy of transfer in favour of Messrs. Ross & Co., of Quebec, of the subsidies payable by the Dominion upon eleven and twenty-three one hundredths ($11\frac{23}{100}$) miles of road terminating at Point au Trembles, amounting to fifty-seven thousand nine hundred and fifty-eight dollars (\$57,958).

Exhibit (LJ 53).

A report signed Collingwood Schreiber, addressed to the Secretary of the Department of Railways and Canals, with reference to plan and profile of the amended location sent in for approval of the section between the one hundred and tenth and one hundred and twentieth miles, Quebec and Lake St. John Railway Company.

Exhibit (LJ 54).

A letter signed H. J. Beemer, dated 7th January, 1888, addressed to the Minister of Railways, urging the inspection of the Quebec and Lake St. John Railway between the one hundred and thirtieth and one hundred and fortieth miles.

Exhibit (LJ 55).

A letter dated 16th January, 1888, from Sir Adolphe Caron, Minister of Militia, addressed to the Minister of Railways and stating "will you kindly read the enclosed and let me know what I can answer?" and enclosing a letter from Mr. Scott.

Q. What is this letter from Mr. Scott?—A. He wants a definite answer as to whether the Railway Department will accept the transfer of the ninety-six thousand dollars (\$96,000) made to their company by the Saguenay and Lake St. John Railway Company.

Exhibit (LJ 56).

Q. Can you state by referring to the journal what the reply to this letter was?—A. Yes, it appears from the journal that the reply sent to Mr. Scott in reply to the letter enclosed by Sir A. P. Caron, was that additional legislation would be required before the transfer as made could be accepted.

Q. And the same reply was sent to Sir A. P. Caron, was it not?—A. Yes. There was a copy of the letter written to Mr. Scott sent to Sir A. P. Caron, I suppose, for his information.

Q. Will you file the report from Mr. Schreiber dated the 23rd of March, 1890?—A. I file said report addressed to the Secretary of the Department of Railways with reference to Mr. Ridout's inspection of sections thirteen and fourteen of the Quebec and Lake St. John Railway. He states that he has sufficient information before him to satisfy him that there is work done representing the full proportion of subsidy on each of these two sections.

Q. Does he recommend payment?—A. He does not recommend any payment.

Q. Are the previous payments stated in this letter?—A. He does not say previous payments, but he previously reported work done to the amount of \$647,284, making the balance \$42,720.

Exhibit (LJ 57).

I now file copy of Order in Council dated 30th March, 1888, being authority to pay to the Quebec and Lake St. John Railway Company that balance of \$42,720 as per chief engineer's report.

Exhibit (LJ 58).

I also file certified copy of Order in Council dated the 16th of February, 1889, being authority to pay to Quebec and Lake St. John Railway Company the sum of \$19,911, on the report of Chief Engineer of Government Railways, dated the 7th February, 1889. This report seems to be missing on the papers, but the journal shows that there is such a report and gives a synopsis of it.

Exhibit (LJ 59).

I also file report dated 2nd of October, 1889, signed Collingwood Schreiber, addressed to the Secretary of the Department of Railways. It is on the inspection made by Mr. Ridout and it shews an amount of \$748,355.00. He says that this sum if payment is to be made is subject to the reduction of the amount already paid. Exhibit (LJ 60).

I also file certified copy of an Order in Council dated 12th October, 1889, which gives authority for the payment to the Company of a sum of \$23,480.00 and \$14,960.00. Making a total of \$38,440.00. Exhibit (LJ 61).

I also file report from Frank Ross, President of the Quebec and Lake St. John Railway, dated the twenty-eighth of October, 1890, being the Annual Report of the Quebec and Lake St. John Railway and General Statement for the year ending 1889.

Exhibit (LJ 62).

I also file a letter from J. G. Scott, dated the 18th of October, 1890, addressed to the Secretary of the Department of Railways, asking if the Department will kindly arrange to let them have cheque as soon as convenient in payment of the subsidies of work inspected by Mr. Ridout on the first and second instant.

Exhibit (LJ 63).

I also file report dated the 27th of October, 1890, signed Collingwood Schreiber, addressed to the Secretary of the Department of Railways, with reference to the inspection of the bridge over the St. Charles River, and he states before any subsidy can be paid it is necessary that the company should enter into a contract under the subsidy act and furnish a complete set of vouchers, shewing the cost of construction of the bridge.

Exhibit (LJ 64).

Q. Now, will you give us a report of the inspection of Mr. Ridout of the 27th of October, 1890?—A. The report of Mr. Schreiber on the inspection of Mr. Ridout cannot be found. It was not among the papers handed over to me. There is an entry of it in the Journal. This report of Mr. Schreiber's is only in connection with the inspection of the Lake St. John Railway for opening for traffic, and not in connection with the payment of subsidies.

Q. Have you the report of Mr. Ridout of 30th October, 1890?—A. That is not here, but, from the journal, Mr. Schreiber reports with reference to Mr. Ridout's inspection of the Lake St. John Railway, from St. Raymond to the 150 miles north. He states that the works are not sufficiently advanced to warrant the payment on subsidy account.

I file a copy of the Order in Council dated 13th of November, 1890, which seems to be an authority to enter into a contract with the Quebec and Lake St. John Railway for the bridge over the St. Charles River, and for twelve miles of that railway from Lorette via Charlesbourg to Quebec. There is the draft of the contract and the specification attached. Exhibit (LJ 65).

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I produce a copy of a report signed C. Schreiber, dated the 13th of December, 1890, and addressed to the Department of Railways with reference to the subsidy applicable to the main line of the Quebec and Lake St. John Railway, shewing the subsidy represented by work done to be \$754,195.00 and stating that if payment is to be made the amount of the previous payments should be deducted.

Exhibit (LJ 66).

I produce certified copy of an Order in Council, dated 9th January, 1891, being authority to pay to the Quebec and Lake St. John Railway Company balance of \$20,800.00.

Exhibit (LJ 67).

I produce report signed C. Schreiber, of the 27th January, 1891, shewing a subsidy represented by work done \$26,300.00 on the 12 miles called the Loop Line between Lorette and Quebec.

Exhibit (LJ 68).

I also produce report signed C. Schreiber, addressed to the Secretary of the Department of Railways, dated 26th January, 1891, with reference to Mr. Ridout's inspection of the main line, shewing subsidy represented by work done, \$755,595.00. He states that if payment is to be made the amount of previous payments shall be deducted.

Exhibit (LJ 69).

I also file certified copy of the Order in Council, dated 2nd February, 1891, being authority to pay the company the sum of \$1,400.00 in connection with the main line.

Exhibit (LJ 70).

Also certified copy of an Order in Council of the same date, 2nd February, 1891, in reference to the inspection of the twelve miles of Loop Line on the Lake St. John Railway and authority for the payment of \$26,300.00.

Exhibit (LJ 71).

I also file certified copy of an Order in Council, dated 7th February, 1891, in connection with the bridge over the River St. Charles, subsidized by Act 53 Vic., Ch. 2, and being authority for the payment to the company of \$15,150.00.

Exhibit (LJ 72).

I also file a letter dated 19th February, 1891, signed C. Schreiber, addressed to the Secretary of the Department of Railways, giving the particulars with reference to the payment of \$26,300.00 on the 12 mile Loop Line between Lorette and Quebec.

Exhibit (LJ 73).

I also produce certified copy of an Order in Council dated 20th March, 1891, with reference to the modifying the specifications attached to the contract with the Quebec and Lake St. John Railway of date 5th December, 1888.

Exhibit (LJ 74).

I also produce a certified copy of an Order in Council dated 8th April, 1891, in connection with modifying the contract and the Order in Council of the 28th November, 1890, says to permit payment being made for the said items of work as directed, and that authority be given for the payment of the sum of \$6,700 accordingly.

Exhibit (LJ 75).

I also produce a report signed C. Schreiber, dated the 13th April, 1891, addressed to the Secretary of the Department of Railways, giving the position of the subsidy on the Main Line of the Quebec and Lake St. John Railway and shewing the subsidy represented by work done at this date as a \$762,295.00. It states that if payment is to be made the amount of previous payments shall be deducted.

Exhibit (LJ 76).

I also produce certified copy of the Order in Council dated 18th April, 1891, being authority to pay \$6,700.00 of subsidy due to the Lake St. John Railway as per report of the Chief Engineer of Government Railways, dated 13th April.

Exhibit (LJ 77).

I file a report dated 4th May, 1891, signed C. Schreiber, addressed to the Secretary of the Department of Railways, with reference to bridge over the St. Charles River, stating that the sum of \$24,750.00 according to the terms of the Order in Council has been earned by the Lake St. John Railway Company in connection with the construction of the St. Charles Bridge. If the payment is to be made, the amount of previous payments shall be deducted, that \$24,750.00 is 15 per cent. on \$165,000.00, the cost of the construction of the bridge.

Exhibit (LJ 78).

I file certified copy of Order in Council dated 18th May, 1891, in connection with the subsidy granted for the construction of the bridge over the River St. Charles, authorizing the payment to the company of \$9,600.00.

Exhibit (LJ 79).

I file report dated 27th November, 1891, signed C. Schreiber, addressed to the Secretary of the Department of Railways, with reference to the inspection of the 12 miles. It states that the road is completed according to the contracts, with the following exception "the forty thousand gallon water tank now in the course of construction, is not complete" and that in the meantime they were getting water at the C. P. Railway station. There is no recommendation for any payment.

Exhibit (LJ 80).

Q. Will you file the first Order in Council that was passed in reference to the Quebec and Lake St. John Railway?—A. The first one I find among the papers is a certified copy of Order in Council, dated 23rd March, 1883, which is with reference to the subsidies granted by 45 Vic., Chap. 14, \$384,000.00.

Exhibit (LJ 81).

Q. Have you got with you the contracts that were passed between the Government of the Dominion of Canada and the Quebec and Lake St. John Railway Company?—A. I have got with me copies of the original contract. The original goes to the Law Clerk, and at the time the originals were made these were copied. They were sent to Mr. C. Schreiber for his guidance. This contract No. 7119, dated 4th September, 1883, being an agreement between the Quebec and Lake St. John Railway and the Government respecting the subsidy of \$384,000.00 granted by 45 Vic., Chap. 15. This contract has the specification attached, and also the Order in Council dated 18th August, 1883, and another Order in Council dated 28th November, 1890.

Exhibit (LJ 82).

Q. Have you got any other contracts in relation to the Quebec and Lake St. John Railway?—A. There is an agreement with the Quebec and Lake St.

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John Railway, dated 10th February, 1886, for a line of railway from the junction on the North Shore Railway to St. Raymond, on the condition of the company extending their road to a point 50 miles north of St. Raymond, \$3,200.00 per mile, not exceeding in the whole \$96,000.00.

Exhibit (LJ 83).

I also produce copy of a contract dated 5th December, 1888, for 30 miles from Lake St John towards Chicoutimi, and appended are copies of three Orders in Council.

Exhibit (LJ 84).

I also file a copy of contract dated 2nd December, 1890, with the company for the railway bridge over the St Charles River, and also for twelve miles of railway from Lorette to Quebec. The contract is attached to copies of Orders in Council.

Exhibit (LJ 85).

Q. Is that all the papers you have in connection with the Quebec and Lake St. John Railway?—A. Yes.

Q. Now produce the papers and documents, Orders in Council, &c., referring to the Temiscouata Railway Company?—A. I produce copy of an Order in Council dated 30th of October, 1885, being authority to grant a charter to the Temiscouata Railway Company in conformity with the provisions of the Act.

Exhibit (LJ 86).

I also produce copy of Order in Council dated 6th October, 1885, giving authority to publish the charter in the *Canada Gazette*.

Exhibit (LJ 87).

I also produce statement from the Temiscouata Railway Company dated 27th January, 1886, signed by A. R. McDonald, P. Grandbois and J. J. McDonald, addressed to the Hon J. H. Pope, Minister of Railways, being an application for a subsidy.

Exhibit (LJ 88).

Also certified copy of Order in Council, dated 1st March, 1886, being an authority to enter in an agreement with the New Brunswick Railway Company for the control of the line from Rivière du Loup, Rivière Ouelle to Edmundston.

Exhibit (LJ 89).

Also Order in Council dated 5th April, 1886, draft of agreement and specification attached to the Order in Council.

Exhibit (LJ 90).

Also a letter from J. J. McDonald, dated 31st May, 1886, signed J. J. McDonald and P. Grandbois, two of the committee of the board of directors, and addressed to the Honourable J. H. Pope, Minister of Railways, giving a statement of the assets of the company with reference to their financial ability to construct the railway.

Exhibit (LJ 91).

Also report signed by Mr. Schreiber, dated 3rd September, 1887, addressed to the Secretary of the Department of Railways, marked certificate No. 1, with reference to the inspection of the first ten mile section from Rivière du Loup. It shows subsidies earned to the amount of \$55,946.

Exhibit (LJ 92).

I produce certified copy of Order in Council, dated 9th September, 1887, being authority to pay to the Temiscouata Railway Company \$55,946.00 on account of subsidy.

Exhibit (LJ 93).

I also produce report from Mr. Schreiber, dated 26th September, 1887, addressed to the Secretary of the Department of Railways, about the construction of the first ten miles and the second ten miles, showing the amount of work done to be \$110,194.

Exhibit (LJ 94).

I also file certified copy of Order in Council dated 1st October, 1887, being authority to pay the Temiscouata Railway Company the sum of \$54,248 as per last report of the chief engineer.

Exhibit (LJ 95).

Also report signed C. Schreiber, dated 23rd November, 1887, shewing work done, \$155,000, and previously certified, \$110,194.

Exhibit (LJ 96).

Also a certified copy of the Order in Council dated 28th November, 1887, being authority to pay to the company \$44,806 as per chief engineer's report of the 23rd November.

Exhibit (LJ 97).

I also produce report dated 10th December, 1887, signed C. Schreiber, shewing the amount of subsidy earned, \$166,184, less amount previously certified \$155,000, leaving a balance of \$11,184.

Exhibit (LJ 98).

Also certified copy of Order in Council dated 17th December, 1887, being authority to pay \$11,184.

Exhibit (LJ 99).

I also file report signed C. Schreiber, dated 6th February, 1888, shewing subsidy represented by work done, \$216,629, previously reported, \$166,184, balance, \$50,445 or so, in round numbers, \$50,500.

Exhibit (LJ 100).

I file certified copy of Order in Council dated 8th February, 1888, authority to pay \$50,000 to the Temiscouata Railway Company on account of subsidy.

Exhibit (LJ 101).

I file a petition of A. R. McDonald, President of the Temiscouata Railway Company, dated 16th of April, 1888, which seems to be signed A. R. McDonald, President, per J. J. McDonald, addressed to the Secretary of the Department of Railways and Canals, asking for an increase of subsidy from \$95,000, to \$100,000 for the first 30 miles, and applied to the first twenty miles.

Exhibit (LJ 102).

I also file list of shareholders of the Temiscouata Railway Company. It is a letter signed A. R. McDonald, President, addressed to the Secretary of the Railway Department, dated 17th March, being a list of the original shareholders and present shareholders. The original shareholders were P. E. Grandbois, M.P., Damasse Rossignol, M.D.L., George Honoré Deschênes, M.P.P., John J. McDonald, J. Israel Tarte, Charles Bertrand, Wm. McCarthy, A. R. McDonald, Adolphe Hamel.

Present shareholders are P. E. Grandbois, M.P., Damasse Rossignol, George Honoré Deschênes, John J. McDonald, J. I. Tarte, Charles Bertrand, Wm. McCarthy, A. R. McDonald, Hector Cameron, Roger Ryan, Levite Therriault.

Exhibit (LJ 103).

I also file copy of report of Mr. C. Schreiber, dated 1st June, 1888, signed C. Schreiber, per L. K. Jones. This says the subsidy represented by work done \$249,629, previously reported \$216,629, balance \$33,000.

Exhibit (LJ 104).

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Also certified copy of Order in Council dated sixth June, one thousand eight hundred and eighty-eight (1888) authority to pay thirty-three thousand dollars (\$33,000).

Exhibit (LJ 105).

Also report signed C. Schreiber dated fifth of July, one thousand eight hundred and eighty-eight (1888) which says "Considered that the amount asked for can be safely advanced."

Exhibit (LJ 106).

Also certified copy of Order in Council in connection with this Report dated the twenty-fifth of July, one thousand eight hundred and eighty-eight (1888) which is authority to pay the sum of twenty-one thousand dollars (\$21,000).

Exhibit (LJ 107).

Also report signed for C. Schreiber, per F. J. Lynch, dated twenty-second August one thousand eight hundred and eighty-eight (1888) which shows proportion of value of work done three hundred and thirty-two thousand one hundred and forty-eight dollars (\$332,148) previously paid two hundred and seventy thousand six hundred and eighty-four dollars (\$270,684) leaving a balance of sixty-one thousand four hundred and sixty-four dollars (\$61,464).

Exhibit (LJ 108).

Also certified copy of Order in Council dated fifth September, one thousand eight hundred and eighty-eight (1888) authority to pay the company the said amount.

Exhibit (LJ 109).

Also report signed for C. Schreiber, per F. J. Lynch, dated seventeenth September, one thousand eight hundred and eighty-eight (1888) showing the proportion and value of work done at that date three hundred and forty-two thousand one hundred and forty-eight dollars (\$342,148) previously reported three hundred and thirty-two thousand one hundred and forty-eight dollars (\$332,148), balance ten thousand dollars (\$10,000).

Exhibit (LJ 110).

Also certified copy of Order in Council dated twenty-fifth September, one thousand eight hundred and eighty-eight (1888), being authority to pay the sum of ten thousand dollars (\$10,000).

Exhibit (LJ 111).

Also report of Mr. C. Schreiber dated thirteenth November, one thousand eight hundred and eighty-eight (1888) addressed to the Secretary of the Department showing the subsidy represented by work done four hundred and one thousand one hundred and fifty-four dollars (\$401,154) previously reported three hundred and forty-two thousand one hundred and forty-eight dollars (\$342,148) balance fifty-nine thousand and six dollars (\$59,006).

Exhibit (LJ 112).

Also Order in Council dated twenty-third November, one thousand eight hundred and ninety-one (1891) for authority to pay this sum.

Exhibit (LJ 113).

Also Order in Council dated thirty-first December, one thousand eight hundred and eighty-eight (1888) being authority to enter into a contract with the Temiscouata Railway Company for the construction of twenty miles from Edmundston towards the St. Francis River, approving of the location of the plans and profiles in accordance with the suggestions of the Chief Engineer.

Exhibit (LJ 114).

Also report signed C. Schreiber dated sixteenth January, one thousand eight hundred and eighty-nine (1889) showing subsidy by work done four hundred and twelve thousand nine hundred dollars (\$412,900) and states that that amount is subject to the deduction of the sums previously paid.

Exhibit (LJ 115).

Also copy of Order in Council dated twenty-second January, one thousand eight hundred and eighty-nine (1889) for authority to pay the balance of eleven thousand seven hundred and forty-six dollars (\$11,746).

Exhibit (LJ 116).

Also report of Mr. C. Schreiber dated first December, one thousand eight hundred and ninety (1890) with reference to the inspection of the first twenty miles of the St. Francis branch, in regard to subsidy, and it says the subsidy represented by work done to this date is forty-eight thousand five hundred and twenty dollars (\$48,520).

Exhibit (LJ 117).

Also copy of Order in Council dated 5th December, 1890, being authority to pay this sum, \$48,520.00.

Exhibit (LJ 118).

Also report dated 13th January, 1891, signed C. Schreiber, with reference to the work done on the St. Francis branch, which shows subsidy represented by work done \$82,770.00 from which previous payments shall be deducted.

Exhibit (LJ 119).

Also certified copy of Order in Council dated 16th January, 1891, being authority to pay the sum of \$34,250.00 on the St. Francis branch.

Exhibit (LJ 120).

Also petition of J. J. McDonald, President of the Temiscouata Railway Company, dated 21st May, 1891, addressed to the Hon. the Minister of Railways and Canals, asking for a subsidy of \$5,000.00 per mile for 12 miles beyond the 20 miles already built.

Exhibit (LJ 121).

Also report from C. Schreiber dated 13th August, 1891, with reference to the first twenty miles of the St. Francis branch, showing subsidy represented by work done \$96,165.00. It states the previous payments shall be deducted.

Exhibit (LJ 122).

Also certified copies of Orders in Council dated 2nd September, 1891, for authority to pay \$13,395.00 in connection with the above report.

Exhibit (LJ 123).

Also letter from J. J. McDonald dated 9th October, 1891, to the Honourable Mackenzie Bowell, acting Minister of Railways, with reference to the St. Francis branch of the Temiscouata Railway, asking for an additional subsidy of \$1,800.00 per mile, as was given to the first 20 miles of the St. Francis branch.

Exhibit (LJ 124).

Also report signed C. Schreiber, dated 9th November, 1891, with reference to the St. Francis branch; this says—subsidy represented by work done \$99,800.00.

Exhibit (LJ 125).

Also another report of the 9th November, 1891, with reference to the St. Francis branch from the 20 to the 31½ miles and says—subsidy represented by work done on that line, \$37,550.00.

Exhibit (LJ 126).

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Also Mr. C. Schreiber's report dated 4th December, 1891, on the section of the St. Francis branch from the 20 to the 31 $\frac{1}{2}$ miles; in which he says that the company is entitled to receive the full amount of the subsidy applicable to this section of the railway, namely, \$37,600.00, and if any previous payments have been made the amount shall be deducted.

Exhibit (LJ 127).

Also report dated 4th December, 1891, signed C. Schreiber, which seems to be on the first 20 miles of the St. Francis branch. He states that this section is now completed according to the contract, and the company have therefore earned the subsidy applicable thereto, 20 miles at \$55,000.00 per mile \$100,000.00, and states that all previous payments shall be deducted.

Exhibit (LJ 128).

Also a certified copy of an Order in Council dated 19th December, 1891, in connection with the first 20 miles of the St. Francis Branch and also for 11 $\frac{1}{2}$ miles which gives authority to pay to the company the sum of \$41,435.00 in connection with these two sections.

Exhibit (LJ 129).

I have also in my possession copies of contracts furnished to Mr. Schreiber by the Law Clerk of the Department. The first No. 8232 dated 21st June, 1886, with the Temiscouata Railway Company for the construction of 83 miles of railway from a point on the Intercolonial Railway to Edmundston

Contract was attached to Order in Council dated 9th November, 1889, and also specification.

Exhibit (LJ 130).

I also file contract dated 22nd January, 1889, with the Temiscouata Railway Company to construct a railway from Edmundston towards the River St. Francis. The contract is in connection with a subsidy granted. To this is attached a copy of the Order in Council of the 24th December, 1890, and also copy of memo. signed by Sir John A. Macdonald, Minister of Railways, dated 7th January, 1891, giving permission to use "pile tressles" to be approved by the chief engineer of the Government railways, and also copy of Order in Council dated 21st December 1891; copy of Order in Council dated 24th December, 1890; copy of Order in Council dated 26th October, 1889, and memorandum signed by Sir John A. Macdonald, dated 22nd October, 1889, and copy of the specification.

Exhibit (LJ 131).

Counsel for Sir A. P. Caron does not examine the witness.

And further deponent saith not.

I, Thomas P. Owens, one of the official reporters of the House of Commons, being duly sworn, do hereby certify the foregoing deposition to be a true and faithful reproduction of my stenographic notes.

QUEBEC, 22nd September, 1892.

The Royal Commission to enquire as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, resumed its sitting at the city of Quebec this morning for the taking of evidence in reference to such charges.

PRESENT :

The Honourable Adolphe Basile Routhier,
“ Melbourn M. Tait,

Commissioners.

JAMES G. SCOTT, Secretary of the Quebec and Lake St. John Railway Company, being duly sworn, deposed as follows :—

Examined by Mr. Archibald, Q.C., of Counsel for the Crown.

Q. Mr. Scott, are you the Secretary of the Quebec and Lake St. John Railway Company?—A. Yes.

Q. You have been summoned to produce the books showing all the receipts and payments of the Dominion subsidies by that company?—A. Yes.

Q. Have you produced the books here in court?—A. I have.

Q. Are you also Secretary of the Lake St. John Railway Construction Company of the city of Quebec?—A. That is not exactly the title of the company.

Q. What is the title?—A. The title is the Quebec and Lake St. John Railway Lumbering and Trading Company.

Q. You are the Secretary of this last mentioned company?—A. Yes.

Q. You were summoned to produce the contracts, sub-contracts and agreements in connection with the construction, or financing for the Quebec and Lake St. John Railway, and also minute books and books of account of the company and any books shewing the receipt or transfer of any Dominion subsidy. Have you produced such books?—A. I have.

Q. Mr. Scott, you speak of the Quebec and Lake St. John Railway Lumbering and Trading Company, is that the company which actually constructed the Quebec and Lake St. John Railway?—A. Yes.

Q. When or how was that company incorporated?—A. By letters of Patent of the Provincial Government.

Q. Do you happen to have a copy of these letters patent?—A. I have not got it with me but I can procure it in a very short time.

Q. Have you at the moment an idea of the date of the incorporation of that company?—A. Yes, it was in the year one thousand eight hundred and seventy-eight (1878).

Q. Was it incorporated with any view to contract with the Quebec and Lake St. John Railway Company?—A. Yes, that was the intention.

Q. Are you in possession of any map or plan showing the line of the Quebec and Lake St. John Railway Company's road, because, if you are, it would probably simplify the examination?—A. I have not got anything in very good shape, but here is a small map that would show it.

Q. Was there any portion of the Quebec and Lake St. John Railway, that had been constructed by the Quebec and Lake St. John Railway Company before it was undertaken by the Quebec and Lake St. John Railway Lumbering and Trading Co.?—A. The Railway Company was the

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originator of the road, and the Lumbering and Trading Company was the contracting company that undertook to built the road.

Q. Will you please look at the contract between the Quebec and Lake St. John Railway and the Dominion Government, exhibit (LJ 82) and say whether any portion of the road was constructed before that contract?—A. Yes, there were about forty-two miles of the road constructed previous to that date.

Q. Will you please indicate on the small plan which we will file as exhibit J S 1, the portion constructed before?—A. The portion from the junction of the North Shore Railway to ten miles beyond St. Raymond was constructed at that date.

Q. What is the length of that portion?—A. Forty-two miles.

Q. Under what circumstances was that portion built?—A. That was built by the Construction Company under contract between them and the Railway Company.

Q. Have you that contract?—A. I can produce it this afternoon.

Q. Have you any copy of it among your papers?—A. No, the important contract is really the contract with Beemer, and that is the one I brought.

Q. The important contract is that with Mr. Beemer; what contract is that?—A. It is a contract dated on the tenth day of July, one thousand eight hundred and eighty-three (1883).

Q. Between what parties?—A. Between what we call the Construction Company for short, as it is a long name, and Mr. Beemer.

Q. I have not heard of that before, I should like however to have the contracts between the Lake St. John Railway Company and the Construction Company?—A. I will produce that.

Q. When can you produce that?—A. This afternoon.

Q. In the meantime, Mr. Scott, would you produce the contract which you said to be an important one between the Construction Company and Mr. H. J. Beemer?—A. When I say the important one, I mean that it embraced the larger portion of the road. I produce exhibit marked JS 2, contract of date tenth day of July, one thousand eight hundred and eighty-three (1883) before Tessier, notary public, between the Quebec and Lake St. John Railway Lumbering and Trading Company, and H. J. Beemer, of the city of Montreal.

Q. Now, I find here, Mr. Scott, a reference to a subsidy to the Quebec and Gosford Railway Company; what is the meaning of that reference?—A. A subsidy.

Q. Yes?—A. I think not.

Q. The sum of forty-eight thousand dollars (\$48,000) which had been paid?—A. That was a provincial subsidy that had been originally paid to the wooden road, of which this company is the successor.

Q. What portion of this road, if any, was constructed by that particular railway company?—A. Do you mean the wooden road?

Q. Yes?—A. The first ten miles of it.

Q. On the same line?—A. Well, pretty near the same line.

Q. Beginning at the junction of the North Shore with the Lake St. John Railway?—A. It did not exactly begin there, it began in the city, but we utilized twelve miles of that location.

Q. At the time that the subsidy was granted by the Dominion Government, and the company entered into a contract with the Dominion Government, you have already stated that thirty-six miles had been constructed. Have you got the engineer, Mr. Light's report, relating to the matter?—A. The engineer's reports were all filed yesterday.

Q. I mean the report relating to the construction of the road which was built before that contract, I don't think Mr. Light's report was filed yesterday?—A. I cannot recollect if there was any report from Mr. Light. I do not know what report you refer to, but I can give you a time table showing that the road was running.

O. The road was running and equipped?—A. The road was running, yes.

Q. I notice by the contract which you have produced as JS 2, that it provides for the construction by Beemer, of one hundred and thirty-five miles (135) from the Lake Simon to Lake St. John, the contract has reference also to ten (10) miles between St. Raymond and Lake Simon, has it not?—A. Yes.

Q. Those ten (10) miles had to be let to whom?—A. McCarron & Cameron.

Q. They were partly constructed at the time, were they not?—A. Yes.

Q. Under the contract with McCarron & Cameron, was there any transfer of subsidies or anything of that sort provided for?—A. No.

Q. Then under the contract exhibit JS 2, is there not a transfer of the subsidies to Beemer from St. Raymond, and not from Lake Simon?—A. Yes.

Q. So that the whole subsidy referred to in the subsidy contract with the Dominion Government, exhibit LJ 82, was, by the contract between the Construction Company and Beemer, transferred to Beemer?—A. Yes.

Q. The contract between the Construction Company and Beemer specifies that the company shall use its utmost endeavours to obtain other subsidies and also to transfer them to Beemer?—A. Yes.

Q. Did the company carry out that provision?—A. Yes, they did.

Q. What other subsidies did they get?—A. There were a number of additional subsidies obtained after that date.

Q. Do you remember what they were?—A. Yes, I can specify them. Do you refer to Dominion subsidies only?

Q. I suppose Dominion subsidies only?—A. In 1884 a subsidy was obtained from the Dominion for thirty-two (32) miles between the C P. R. junction and St. Raymond.

Q. How much?—A. \$3,200 a mile or \$96,000.00 altogether. In 1885 an additional subsidy of \$1,961.00 per mile was obtained on about 95 miles of difficult work to the north of what was then constructed.

Q. I suppose that subsidy commenced at the point fifty miles north of St. Raymond?—A. I believe it did.

Q. Was that granted in 1886?—A. Yes, it amounted to about \$186,000.00. In 1887 a subsidy was granted for a short mileage of nine miles, amounting altogether to \$28,800.00.

Q. What mileage was that?—A. That was for an error in the calculation in the mileage which had been made in previous applications. It was not an additional subsidy, but a subsidy for additional mileage.

Q. Where did this additional mileage come in?—A. We contended that it came in at the north end of the road.

Q. And someone else contended that it came in somewhere else?—A. The Government contended that four miles belonged to the south end of the road and would not pay the money.

Q. And never did pay it?—A. They have not so far.

Q. Why?—A. On account of that pretension.

Q. Well, if it belonged to the south end of the road, and if the road was in a condition to get it, why did you not get it?—A. We thought we should.

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Q. But you did not get it?—A. We did not.

Q. Any other subsidies?—A. In 1890 a subsidy was granted for 12 miles of the new line into the city of Lorette. That amounted to \$38,400.00. In the same year, 1890, a subsidy was granted towards the construction of a bridge over the river St. Charles amounting to \$30,000.00.

Q. That is in the immediate vicinity of Quebec?—A. It is right at the city, a very expensive bridge.

Q. That bridge is used by more than one railway, is it not?—A. Yes, the Quebec, Montmorency and Charlevoix Railway use it.

Q. Is there any other subsidy?—A. That is all.

Q. Anything about the subsidies to the Chicoutimi branch?—A. Yes. In 1888 a transfer was made by the Government of the subsidy of 30 miles which had previously been voted to the Saguenay and Lake St. John Railway Company amounting to \$96,000.00, and in 1889 a subsidy was granted for an additional 20 miles of that Chicoutimi branch amounting to \$64,000.00.

Q. Is that all?—A. That is all.

Q. In what years were these transferred subsidies granted by the Government to the original company?—A. It was a couple of years previous. I think it must have been about 1886, but I have not got the exact date.

Q. That was a different company from the Quebec and Lake St. John?—

A. Yes, a different company.

Q. That is the company that was incorporated to build the railway from Chicoutimi to Lake St. John?—A. Yes, and we bought them out.

Q. In the first place, you obtained a transfer from them of the subsidies?

A. Yes, and everything they had.

Q. I think you made an effort to have the Government enter into a contract with your company for the building of that road upon a transfer which you received from the Quebec and Saguenay Railway Company?—A. There was considerable correspondence upon that subject.

Q. But legislation was required?—A. The Government would do nothing until legislation would be granted.

Q. So that subsequently by legislation your company was authorized to build the road which was originally to be built by the Saguenay and Lake St. John Railway Company?—A. Yes.

Q. I notice in exhibit LJ 82, that (2) two subsidies are referred to, one of \$384,000.00 and one of \$80,000.00; will you explain these, they appear to be for the same mileage; will you explain how that is?—A. They are not over the same mileage. The \$384,000.00 was granted for one hundred and twenty miles north of St. Raymond.

Q. Was it not granted from St. Raymond to Lake St. John?—A. It was intended to cover the distance from St. Raymond to Lake St. John, but the Government made an error in the mileage which was corrected in the following session by the addition of twenty-five miles.

Q. So that the \$80,000.00 over the twenty-five miles is not an additional subsidy?—A. No, it is for a different mileage.

Q. Now, were there any special contracts or transfers of subsidies between the Construction Company and Beemer relating to the subsidies granted after the date of the contract, exhibit JS 2?—A. No, that contract covered future subsidies.

Q. And no writing took place between Beemer and the company relating to the subsidies subsequently granted, or was there any writing?—A. Except with regard to the Chicoutimi Branch, that is a separate contract.

Q. Was there any writing of any kind subsequently relating to subsidies modifying or interfering with this contract JS 2?—A. No.

Q. The Construction Company carried out with Beemer the exact terms of this contract?—A. Literally.

Q. In every respect?—A. In every respect.

Q. What about the Lorette and Quebec Branch; was there a subsequent contract for that?—A. No, the contract provided for that; it was contemplated the time the contract was entered into.

Q. The only thing then is the Chicoutimi Branch?—A. Yes.

Q. Will you produce the contract relating to that branch?—A. I will.

Q. Now, the bonds of the road are mentioned also in this contract, JS 2?—A. Yes.

Q. It appears to me that there is some ambiguity; will you explain what was intended in relation to bonds; that is, so far as it concerns the relations of the Construction Company with Beemer?—A. It was one of the considerations of the contract. He was to get \$20,000 a mile in bonds.

Q. That is, the road was to be bonded for \$20,000 a mile?—A. Yes.

Q. And Beemer was to get this \$20,000 a mile or the proceeds of the bonds?—A. Yes.

Q. Has the road been bonded?—A. Yes.

Q. For \$20,000 a mile?—A. Yes.

Q. The bonds have been delivered to Mr. Beemer?—A. Yes.

Q. All of them?—A. Yes; that is, £780,000 sterling.

Q. That represents \$20,000 a mile for how much mileage?—A. For 190 miles.

Q. The Government only get 186 miles; how do you get at 190 miles?—

A. Well, they did not vote subsidies for the whole mileage.

Q. The difference then is this last 4 miles before it reaches Roberval?—

A. Yes.

Q. The actual length of road from Roberval to Quebec is 190 miles?—A. Yes.

Q. You refer to the length passing over the North Shore, and in the base of the triangle to Quebec?—A. The mileage is the same in both cases.

Q. Is the Lorette Branch bonded also?—A. Yes.

Q. How many miles have you then bonded?—A. 190 miles.

Q. You say 190 miles altogether?—A. Yes, we have taken up the rails on the old line.

Q. That is from Lorette to Quebec, as shown by the two sides of the triangle; the rails have been taken up?—A. Yes, they were taken up as far as the C. P. R. Junction, a distance of eight miles.

Q. Now, the road runs over the Lorette line?—A. Yes.

Q. What did you say the total amount of the bonds was?—A. £780,000 sterling.

Q. I suppose that may be transferred into our currency at \$4.86?—A. It comes within \$3000 or \$4000 of \$20,000 per mile.

Q. That practically represents \$20,000.00 per mile?—A. Yes.

Q. By the contract, exhibit JS 2, it was provided that \$450,000.00 should be paid to the Construction Company?—A. Yes.

Q. Has that sum been paid?—A. No.

Q. No part of it has been paid?—A. No portion of it.

Q. Then the contract has not been carried out in its entirety, as you mentioned a moment ago?—A. Well, not on his side; that was Mr. Beemer's obligation and he was unable to fulfil it.

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Q. But the contract provides for the deposits of the bonds in the hands of the trustees; have these bonds never been deposited in the hands of the trustees?—A. Well, the unsold portion of the bonds are now held for other debts than those contemplated by that contract.

Q. That is a very vague statement concerning them; I should like to know what has become of these bonds. Will you please explain how they have been dealt with?—A. Well, a portion of them were sold in London.

Q. What portion?—A. About £420,000 sterling.

Q. By whom?—A. They were sold by Beemer's agents.

Q. How are the bonds drawn; perhaps you may have one of them or a blank of one of them?—A. I have not got one; they were £100 sterling bonds.

Q. You said there were £420,000 sterling sold in London; the rest are not sold?—A. No.

Q. You say that the amount specified by the contract between the Construction Company and Beemer to be paid to the Construction Company has not been paid. Why is that?—A. Because he has never had funds to do so owing to these unsold bonds.

Q. But the contract specifies that \$200,000.00 are to be paid out of the moneys derived from the first sale of bonds, to be issued on the first and second sections of the road. Why did not the company insist upon the payment of this?—A. Because he could not touch the money.

Q. It seems then that five per cent was to be retained by the company upon the progress estimates to pay these bonds; how does it happen that the company did not retain the five per cent?—A. Not to pay the bonds.

Q. But to pay the \$450,000.00?—A. Towards it.

Q. Was five per cent retained?—A. It was not exacted.

Q. Then you mean to say the contract has not been carried out?—A. In that respect, it has not.

Q. Then, Mr. Scott, you claim that so far as anything has been received or realized in connection with this contract, either from subsidies or bonds, that it has gone to Mr. Beemer and to Mr. Beemer alone; do you claim that?—A. It has gone into the work.

Q. Mr. Beemer was doing the work, was he not?—A. I do not think Mr. Beemer is any richer for it.

Q. He would be poorer if he had it not?—A. I suppose he would.

Q. That is not an exact answer to my question. I want to know whether Mr. Beemer has got the whole proceeds both of bonds and subsidies relating to that road?—A. Yes, he has had all the subsidies, and he has had all the proceeds of all the bonds that were sold.

Q. The proceeds of all the bonds sold from beginning to end?—A. Yes.

Q. Nobody has had a cent but him?—A. Nobody that I know of has ever touched a cent but him.

Q. You have been pretty active yourself, Mr. Scott, and you must have performed an immense amount of labour in connection with this road; how has that been remunerated?—A. I was paid a salary by the company.

Q. Which company; by Beemer?—A. By the Construction Company.

Q. And although the Construction Company has not had a cent, they still pay salaries to officers?—A. If you look at the contract you will see that there is a provision for paying office expenses of \$11,000.00 per year.

Q. This \$11,000.00 has been paid, has it?—A. Oh, yes, it has been paid.

Q. I presume the bonds were issued in favour of the railway company itself?—A. Well, they were made payable to bearer.

Q. But no person's name as the transferee was mentioned in the bond?—A. No.

Q. Now, by the 31st clause of contract, exhibit JS 2, it is provided "that when the bonds representing the mileage at \$20,000.00 per mile on the first or second sections are about to be negotiated, they shall be deposited in the Bank of Montreal, the Quebec Bank, or in the hands of other trustees to be mutually agreed upon, and shall be handed to the purchaser by the said trustee or trustees in exchange for the sum of money agreed to be paid to them." Was that ever done?—A. No.

Q. What was really done?—A. The bonds were put in the hands of the Clydesdale Bank, in London. The first claim on these bonds was the Provincial Government guarantee of interest.

Q. How was that claim protected?—A. That claim in part is still unsettled.

Q. Was anything done to protect that claim of guaranteed interest?—A. Yes, the bonds were not issued till the guarantee was paid.

Q. Until the guarantee was paid?—A. Yes.

Q. But I understand that this was a guarantee of interest running from year to year. Was any sum deposited to cover that guarantee?—A. The sum was deposited in this way. When first the bonds were issued and taken up, an amount representing the guarantee of these bonds was retained and handed over to the Government.

Q. The amount representing that guarantee was handed over to the Provincial Government?—A. Yes.

Q. I presume you have books in which all these matters are entered; have you?—A. Yes.

Q. What amount was taken out of the proceeds of the bonds for the purpose of covering the guarantee of interest?—A. An amount representing the guarantee on the portion sold was paid over to the Government.

Q. How much is that?—A. About 40 per cent on the face of the bonds.

Q. And that was paid into the hands of the Provincial Government?—A. Yes.

Q. Do you know what the bonds sold for?—A. They were put on the market at 96.

Q. You don't know whether they realized that or not?—A. They did not realize that to Beemer. Of course he had to pay commissions.

Q. They were sold at 96 and there were commissions to be paid out of that?—A. Yes.

Q. The result of that transaction simply means that Beemer has not paid \$450,000.00 to the Lake St. John Construction Company?—A. No.

Q. And they have not exacted payment or tried to get it in any way?—A. They could not.

Q. They did not, you mean; they are very lenient creditors, it appears to me?—A. Well, he was to pay out of the bonds and of course they saw the position. They saw it was impossible for him to pay when he did not sell. He could not pay what he could not get.

Q. Why ought it to be more impossible at that time than before, when they made the contract with him. He got 96, you say, for the bonds?—A. Yes, but he did not touch the money.

Q. Well, who did touch it?—A. Well, £200 000 of it was locked up in a Completion Fund for improvements to the road.

Q. Who locked it up there?—A. The trustees.

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Q. I thought no trustees were appointed?—A. Well, there were trustees for the sterling bonds in London. When the sterling bonds were issued in London of course there had to be a trustee deed.

Q. Have you a copy of that deed somewhere?—A. Yes.

Q. Then it would seem that if Beemer had build the road to satisfy the Government and to satisfy your own engineers, it would not satisfy the English shareholders. Is that the meaning of the expression?—A. Well, I think Beemer was a little too liberal in offering to put money into improvements.

Q. So Beemer appears to have put up your \$450,000.00 for the English bond holders?—A. It looks so.

Q. Were there any monetary transactions in detail between the Construction Company and Beemer in relating to this work?

Counsel for Sir A. P. Caron objects to the question as irrelevant. Question withdrawn.

Q. Will you please produce the books of the Construction Company in which are entered its transactions concerning the building of the Lake St. John Railway?—A. I produce two cash books and two ledgers of the Construction Company from its formation up to the present time.

Q. Will you open them at the point where they refer to the matters referring to the contract with Mr. H. J. Beemer?—A. I now produce a statement of moneys received from the Dominion Government in aid of the Quebec and Lake St. John Railway Company and entered into the books of account of the Quebec and Lake St. John Railway Lumbering and Trading Company. This statement covers also the disposal of the money in question "exhibit JS 3". I also consent that the books be placed in the hands of Mr. A. H. Plimsoll, chartered accountant of Montreal, for verification of this statement.

Q. I perceive that only the first of those subsidies appears to have been paid (as entered upon the statement which is produced) to Mr. Beemer, for the amount of \$24,355.55?—A. Yes.

Q. What is the item of \$7,644.45 which appears to be here?—A. That was some duty which we owed to the Customs Department at Ottawa.

Q. Was it owed by the Construction Company or the Lake St. John Railway Company?—A. The Construction Company.

Q. All of the rest of the subsidies appear to have been paid to Ross & Company?—A. Yes.

Q. How was that?—A. Because Ross & Company advanced Beemer money; the amount of the estimates as they were earned by the Engineer monthly.

Q. What evidence has the Construction Company got to justify them in paying these moneys to Ross & Company; what writing have you?—A. We have a transfer of these subsidies by Beemer.

Q. Will you please produce it?—A. There were several transfers made from time to time. I will produce them later.

Q. Who are Ross & Company?—A. Well, the late James G. Ross was in it.

Q. Was he sole member of the firm?—A. I think so.

Q. Who represents his estate at the present time?—A. It is represented at present by Mr. Frank Ross, of Quebec.

Q. You say that this transfer was for advances made by Ross & Company to Beemer?—A. Yes.

Q. Was the Honourable J. G. Ross in his lifetime a member of the Construction Company?—A. Yes.

Q. And a member of the railway company?—A. No, not the railway company.

Q. But he was a member of the Quebec and Lake St. John Railway Construction Company?—A. Yes.

Q. Have you got any books here which will show who were the members of the Construction Company?—A. Yes, these books here will show.

Q. Will you open them at a point to show that, and mention the names of the shareholders, with the amount of stock held by each of the shareholders?—A. Yes, they are as follows:—John Ross, \$25,000; James G. Ross, \$25,000; William Withall, \$25,000; James Connolly, \$1,250; J. B. Renaud, \$5,000; William Ogden, \$2,500; Sir A. P. Caron, \$2,500.

By Mr. Justice Tait :

Q. From what period was Sir A. P. Caron a shareholder?—A. From the first; he is still a shareholder; the account was opened in 1879.

Q. He was a shareholder from the beginning of the company?—A. Yes.

By Mr. Archibald :

Q. Name the other shareholders?—A. E. Beaudet, \$3,000; Honourable I. Thibaudeau, \$2,500; Honourable P. Garneau, \$2,000; Prudent Vallée, \$500.

By Mr. Justice Tait :

Q. I suppose all these parties were shareholders in the railway company?
A. No, sir; they were not.

By Mr. Archibald :

Q. Sir A. P. Caron was a member of the railway company?—A. No, not of the railway company. I wish to correct a statement that was made here yesterday in regard to that matter. All these names were mentioned as being shareholders of the railway company, but that was not correct.

By Mr. Bisailon :

Q. The list was sent to the Government as being shareholders of the railway company?—A. Yes, but it was not correct.

By Mr. Justice Tait :

Q. Sir A. P. Caron was not a shareholder of the railway company?—A. He was not.

By Mr. Archibald :

Q. Look at your letter, dated on the 1st April, 1886, and addressed to A. P. Bradley, Secretary of the Railway Department, Ottawa, and purporting to enclose a list of the shareholders of the railway company, and say whether the list attached to said letter, exhibit "LJ 31," is a correct list of the shareholders of the Quebec and Lake St. John Railway Company?—A. No, it is not correct; the names beginning with Ross and ending with Vallee are incorrect; they are shareholders of the Construction Company, but not of the railway company. The names of Ross, Ogden, Withall, John Ross, Connolly, Renaud, Beaudet, Caron, Garneau, Thibaudeau and Vallée; these are not shareholders in the railway company, but they are shareholders in the Construction Company.

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Q. How do you explain that; where did the error arise?—A. Well, these were really the people who were furnishing money to build the railway, they were shareholders in the Construction Company, and it was thought that the object of the Government in asking information was to find out who the shareholders were who were building the railway.

Q. Who thought that?—A. It was thought by the company.

Q. Now, you headed this letter "Statement of the Department of Railways and Canals, Ottawa, of the Shareholders of the Quebec and Lake St. John Railway;" when you made that were you aware that it was the Quebec and Lake St. John Railway Construction Company that these were shareholders of?—A. If you notice, that does not say "Railway Company."

Q. This list was made out purposely; there was no error about it. You made it purposely to indicate persons interested?—A. Yes.

Q. You did not intend to give the Government the exact information they asked for when you sent this?—A. I do not remember exactly the information they did ask for. It was thought that the object of the Government was to ascertain what gentlemen were actually paying their money into this railway, and that was the object of giving that information?

Q. So that when you made that letter out in that form and with that list, you made it after consultation with your board?—A. I cannot recollect at the moment, but I fancy so.

Q. Now, would you be good enough to give us the names of the shareholders of the railway company?—A. That is a very long story because it includes one hundred and one thousand dollars of small shareholders, probably five or six hundred of them and half of them dead.

Q. And I suppose their heirs have never looked after the stock?—A. No.

Q. Will you prepare a list of the shareholders?—A. I will.

Q. Who are the important shareholders of the railway; those having large blocks of stock?—A. There are no large blocks of stocks; that \$101,000 is composed of small amounts; the city of Quebec owns a large block of stock \$450,000.

Q. But the city of Quebec is not in the Construction Company?—A. It is in the Railway Company.

Q. Now, the only names on exhibit (LJ 31) who hold stock in the Railway Company was the City of Quebec, and small shareholders representing \$101,000?—A. That is it.

Q. And none of the others were shareholders in the Railway Company?
A. They were not shareholders in the Railway Company for the amounts stated there; some of them have had a little stock in this Gosford road, of which our Company is really a continuation.

Q. Will you now produce, Mr. Scott, the agreement between the Quebec and Lake St. John Railway Company, and the Quebec and Lake St. John Railway, Lumbering and Trading Company?—A. I will have that contract sent for; I produce the contract between the Lake St. John Railway Company and Horace Janson Beemer, relating to the Chicoutimi and other branches of the Quebec and Lake St. John Railway.

Q. When you say "other branches" what branches do you refer to?
A. There is one branch to La Tuque on the River St. Maurice, and another to Rivière aux Pins settlements, that is not completed.

Q. And no subsidy has ever been granted?—A. Well, not for the last. There has been a Provincial subsidy granted for the La Tuque Branch.

Q. But not a Dominion subsidy?—A. Not a Dominion subsidy.

Q. This I presume in reference to the Chicoutimi Branch transfers the subsidies to Mr. Beemer as in the other contract?—A. Yes, all the subsidies and all the bonds and all the stock pertaining to that road.

Q. On the conditions similar to those contained in the contract Exhibit (JS 2)?—A. Yes and in other respects.

Contract filed as exhibit (JS 4).

Q. What other contracts have you got?—A. I have the contract with W. H. Stevenson for building 12 miles of road, for which we paid him cash as he did the work.

Q. That is the first 12 miles?—A. Yes.

Contract filed as exhibit (JS 5).

Q. Thus that covered altogether with Beemer's contract and McCarron & Cameron's contract and Stevenson's contract, the whole mileage of the road?—A. Yes, with Gibsone's.

Q. What is Gibsone's?—A. Gibsone's contract is for 16 miles, from Jacques Cartier River to St. Raymond.

Q. From the end of Stevenson's contract to St. Raymond was Gibsone's contract?—A. Yes.

Q. And from the end of Gibsone's to Lake Simon was McCarron & Cameron's contract?—A. Exactly.

Q. All of the contracts, with the exception of Beemer's, were for cash, which the company paid?—A. Yes, cash; no connection with subsidies at all.

Q. The company in the contract exhibit (JS 2) specified certain deductions from the subsidies which are transferred to Beemer as being excepted. There was the \$100,000 from the city of Quebec, and I think \$48,000 which had been already paid to the Gosford road. These subsidies had been collected and paid to these different contractors as cash?—A. The city of Quebec subsidy had been collected on the first section of the road which was built by the construction company; that is to say, the \$100,000, the \$48,000 was the portion of the provincial subsidy which had been paid on the Gosford wooden road.

Q. I should like, Mr. Scott, to be informed as to the names of the Directors, both of the Quebec and Lake St John Railway Company and of the Quebec and Lake St. John Railway Construction Company?—A. Do you mean the present Directors?

Q. I want to know those who were Directors during the period covered by the Commission, namely, from 1882 to 1891?—A. Do you mean of the construction company?

Q. I mean of both companies?—A. The directors of the construction company in 1882 were W. Withall, E. Beaudet, Honourable A. P. Caron, J. G. Ross, J. B. Renaud, Hon. P. Garneau, Hon. I. Thibaudeau.

Q. Were they changed?—A. These directors have been elected ever since, except Renaud. Renaud has been replaced by Gaspard Lemoine, his son-in-law, and Mr. James Ross I think was replaced by his brother-in-law, Mr. Frank Ross.

Q. Who are the directors of the railway company?—A. The directors of the railway company—I state from memory as I have not the books here—were, in 1882, M. W. Baby, Simon Peters, J. D. Brousseau, R. P. Vallee, T. A. Piddington, T. Ledroit and the Mayor of Quebec, at that date, was a member *ex-officio*.

Q. There were none of the directors of the railway company the same as those of the construction company?—A. I think there was not at that time.

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Q. Sir A. P. Caron was not on the railway company?—A. No, he never was.

~~Q.~~ Q. Was the stock of the Quebec and Lake St. John Railway Company to be transferred also to Beemer?—A. It was in the case of the Chicoutimi contract, but that he had direct from the railway company; not in the other case, I think; I do not remember precisely, but I do not think it was.

Q. Would you mind saying what the amount of the subscribed capital stock of the Lake St. John Railway Company was?—A. At what date?

Q. On the date of its contract with the Dominion Government of 4th September, 1883?—A. About \$550,000.00.

Q. That is subscribed?—A. Yes.

Q. Was that paid up?—A. Yes.

Q. All of it?—A. Not all of it.

Q. Is it paid up now?—A. Yes, sir.

Q. I asked you in the forenoon whether the list of the shareholders of the Lake St. John Railway Company, which you furnished to the Government, was approved by the Board of Directors of the Construction Company before being furnished, and you said that you thought it would be; can you ascertain that fact by looking into your Minute Book?—A. It might or might not be entered in the Minute Book.

Q. Look at the time you sent the list, namely, on the 1st April, 1886?—A. I do not see any reference to it in the Minute Book.

Q. Do you think you would have furnished that reply without the approval of the Board? A. No, I do not think I would.

Q. I suppose you can tell by your minutes whether Sir A. P. Caron was present at any meeting of the Board which took place about that date?—A. No, I think Sir A. P. Caron was not present at any meeting of the Board after 1880, with one or two exceptions; occasionally he would come down for the summer holidays, and look in if there was a meeting, and shake hands with the gentlemen; but to do any business, he was not there after 1880.

Q. That is when he became a member of the Government?—A. Yes.

Q. And his residence was transferred to Ottawa?—A. Yes.

Q. He then did not attend the meetings regularly after that date?—A. No, practically not at all.

Q. Except when he happened to be in Quebec?—A. I think, on one or two occasions, he happened to be in Quebec when meetings were held. He came in to shake hands with his friends.

Q. Is his presence at any of these meetings certified in your minutes?—

A. I think so; whenever he happened to come in, I always put him down as being present.

Q. I wish you would make a search to find the occasions when he was present, so that they may be produced, to see what business was transacted?

—A. Yes, I will.

Q. Now, has the Lake St. John Railway Company, itself, got any books of account?—A. Well, they have since 1889; previous to that, practically, they had no financial transactions.

Q. You say "practically;" what do you mean by practically; had they any at all?—A. No, they had none at all.

Q. They were simply a "prête nom" for somebody else, is that it?—A. I did not say that, I said they had no financial transactions. There was the minute book, and the minutes of the meetings of the Board were all recorded, but they had no cash book.

Q. They had no cash book and no ledger?—A. No.

Q. Well, now, the construction company kept a set of books I suppose from an earlier date?—A. Oh, yes, from the commencement, some time about 1878.

Q. Is the first book-keeping referring to the contract of Stevenson and McCarron and Cameron?—A. Exactly.

Q. And after that had entirely reference to Beemer I suppose?—A. Yes, and in connection with the working of the road; they worked the road in connection with the traffic.

Q. With respect to the account that you produced, exhibit JS 3, which purports to acknowledge the reception of certain amounts of moneys re subsidies, and you state that these have been paid out in the regular way by the company. As a matter of fact, did these moneys ever reach the company at all?—A. Oh, yes.

Q. In what way?—A. Through cheque.

Q. Is it not a fact that the cheques for these subsidies were paid under powers of attorney to certain banks?—A. In some cases they were.

Q. In nearly all cases?—A. I think the larger amounts were lately, but we always put them through our cash book.

Q. You put them through your cash book?—A. Yes.

Q. In what way did you keep them in your cash book; you never handled the money?—A. It was considered a cash transaction.

Q. I know, but you never handled the money?—A. In cases where the money was paid to the Quebec Bank at Ottawa, we did not touch the money.

Q. Did you touch any of the money?—A. Yes.

Q. Will you look through these cheques and see which of the cheques came into the hands of the Construction Company?—A. The cheque dated 17th November, 1883, for \$24,355.55 filed in connection with exhibit D 1 came to the company. All these cheques, from exhibit D 2 to exhibit D 23, inclusive, seem to have been paid to the Quebec Bank in Ottawa for Ross.

Q. The first cheque is the only one that came to the hands of the Construction Company?—A. Well, there are five cheques here, payable to Frank Ross, for the Quebec and Lake St. John Railway Company, and they are endorsed "Frank Ross, for the Quebec and Lake St. John Railway Company." These cheques are marked D 18, D 19, D 20, D 22, and D. 23.

Q. And were endorsed by Frank Ross?—A. Yes.

Q. Did the money for these cheques come into the hands of the Construction Company?—A. No, because all these subsidies had been transferred to Ross & Company; they touched the money.

Q. The only money that was touched by the Construction Company was the \$24,355.55?—A. Exactly.

Q. What did the Construction Company do with that?—A. They paid it to Beemer.

Q. Have you a cheque to show that?—A. I can show a voucher for it.

Q. But perhaps you have the stub of the cheque?—A. I think it was in several cheques, as well as I can remember.

Q. I would like to know how it was paid to Beemer?—A. I can get that information.

Q. Now, all the other entries in your account relating to these subsidies are mere book-keeping entries?—A. Mere book-keeping entries.

Q. Will you please produce a statement of the accounts of the Quebec and Lake St. John Railway Trading and Lumbering Company with H. J.

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Beemer, under contract, exhibit (JS 2)?—A. What kind of a statement do you want?

Q. I want a statement of the whole monetary transactions between the parties, showing the payments one way or the other, or the balance of account referring to all the transactions mentioned in this contract, for the construction of that road?—A. That would take a large volume.

Q. I do not know how much it would take, but I want to get a statement of that. You have stated that this account is nothing but a piece of book-keeping. You must have an account for Beemer, under the contract, because you engaged him to do a great many things, and he has to do a great many things for you?—A. On account of what?

Q. Anything and everything; I think Beemer had a right to run the railway?—A. He had a right to run the railway if he paid a certain amount on the \$450,000, but when he did not pay we ran it ourselves, and we charged him freight for everything we hauled for him. If you want these freight accounts, it will take a volume that will involve a month of book-keeping to get at. I do not see that this has anything to do with the account; he paid for these things out of other resources than the subsidies.

By Mr. Justice Tait :

Q. Did not he credit your Construction Company with all these moneys he received from the Construction Company?—A. I suppose he did in his account.

Q. Is not there any money account between Mr. Beemer and the Construction Company?—A. No, he had no running account, he paid every month.

By Mr. Bisailton :

Q. How did you account for the \$11,000 he was to pay every year?—A. He paid every month, according to the contract.

Q. Did you keep any account of that?—A. We did; these books will show that.

By Mr. Archibald :

Q. You say the only accounts between you and Mr. Beemer are freight accounts and office accounts?—A. Yes, and the entries which we term "book keeping entries" of the subsidies on the one side and paid on the other.

Q. I suppose the provincial subsidies were treated in the same way?—A. Yes.

Q. I want the books and these accounts investigated by a competent authority?—A. As far as the subsidies are concerned, both Provincial and Dominion, a sheet of foolscap will show what moneys were received, and what we did with them.

MR. ARCHIBALD.—I ask for an order, Your Honors, that the accounts between the Construction Company and Mr. Beemer may be submitted to an expert accountant during this afternoon and evening.

MR. PENTLAND.—There is no objection to that.

MR. ARCHIBALD.—I want the production of correspondence between Mr. Beemer and the company, or any officer of the company, relating to the moneys which he undertook to pay under his contract; and I want the correspondence in relation to his obligations, assumed by him in his contract.

The further examination of the witness was adjourned, to be resumed to-morrow morning.

And further, at present, deponent saith not.

QUEBEC, 23rd September, 1892.

Royal Commission to inquire as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, resumed its sitting at the city of Quebec, this morning, for the taking of evidence in reference to such charges.

PRESENT :

The Honourable Adolphe Basile Routhier,
 “ Melbourn M. Tait,
Commissioners.

The examination of JAMES G. SCOTT, Secretary of the Quebec and Lake St. John Railway Company, was resumed from yesterday.

By Mr. Archibald :

Q. Have you produced, this morning, the contract between the Quebec and Lake St. John Railway Lumbering and Trading Company, of date April 30th, 1878 ?—A. I now produce document referred to, marked exhibit JS 6.

Q. By this contract, the Construction Company undertakes to construct a road from Quebec to Lake St. John ?—A. Yes.

Q. Is the mileage mentioned in it ?—A. I do not think it is, because the final location was not in then.

Q. Without reading this particular contract, I presume that transfers all the subsidies of the Railway Company to the Construction Company ?—A. Yes.

Q. Did you find the contract with McCarron & Cameron ?—A. I have not been able to find that contract. I can give you the name of the notary, and the date ; the notary is Cy. Tessier, and the date is 1882.

Q. What particular date in 1882 ?—A. I can't remember.

Q. Well, subsequent to the contract between the Construction Company and Beemer, the Construction Company had no more relations with McCarron & Cameron, had they ; Beemer undertook to stand in the place of the Construction Company ?—A. Yes.

Q. Have you the transfers and assignments of subsidies ?—A. Yes, I now produce transfer of subsidy, dated 24th August, 1885, from the Quebec and Lake St. John Railway to Messrs. Ross & Company, of \$70,000. Exhibit JS 7. I also produce another transfer from said railway company, to the Honourable J. G. Ross, President of the Quebec & Lake St. John Railway Lumbering and Trading Company, of the same date, for \$26,000. Exhibit JS 8. I also produce transfer, dated 14th September, 1885, from said railway company to Messrs. Ross & Company, of \$32,000. Exhibit JS 9.

I also produce transfer, dated 3rd July, 1886, from said railway company to Messrs. Ross & Company. Exhibit JS 10.

I also produce transfer of date 27th November, 1886, from said railway company to Messrs. Ross & Company. Exhibit JS 11.

I also produce assignment from said railway company to Messrs. Ross & Company of date 16th November, 1887. Exhibit JS 12.

I also produce transfers from the said railway company to Messrs. Ross & Company of date 18th November, 1888. Exhibit JS 13.

I also produce transfer of subsidy from said railway company to Messrs. Ross & Company of date 18th February, 1888. Exhibit JS 14.

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I also produce transfer of subsidy from said railway company to Frank Ross, Esquire, dated 31st May, 1890. Exhibit JS 15.

Q. I see the resolutions here of the railway company do not appear to be attached to these transfers?—A. The notary may not have attached them, but there were always resolutions passed.

Q. I asked you, Mr. Scott, to look up the minute books of the Construction Company, of the meetings, both of the shareholders and directors, to see at what meetings Sir A. P. Caron was present. Have you done so?—A. Yes.

Q. Have you got the list of those attendances?—A. I have, I can read them, they are as follows: He was present on the 14th July, 1879, at a meeting of directors; on the 6th August, 1879, meeting of directors; on 25th August, 1879, and the 16th September, 1879.

Counsel for Sir A. P. Caron objects to the attendance at meetings before 1882.

Objection reserved.

A. He was present on the 27th October, 1879, 15th November, 1879, on the 19th December, 1879, on the 20th December, 1879, 31st December, 1879, 6th February, 1880, 5th July, 1880, 7th July, 1880, 14th July, 1880, 16th July, 1880, 28th September, 1880, 30th September, 1880, on the 1st August, 1882, and at shareholders' meetings on the 9th and 10th July, 1883.

Q. Anything in 1881?—A. No, he was present on the 16th July, 1886, at a directors' meeting.

Q. After 1882, he was only at two meetings of directors, and two meetings of shareholders?—A. Yes.

Q. Have you any objection to produce copies of the minutes of the meetings at which Sir A. P. Caron was present, from 1882, up to 1891?—A. I have no objection, but it will take some time; I will give you communication of these minutes.

Q. I suppose that you would have considerable personal intercourse with Sir A. P. Caron, as manager of the company, would you not, in reference to these matters?—A. Yes, I had.

Q. In relation to the affairs of the company?—A. Well, yes.

Q. You kept Sir A. P. Caron pretty well informed as to what was being done?—A. I cannot say that I did that, because he was living in Ottawa.

Q. You had correspondence with him perhaps?—A. Not very extensive.

Q. What do you mean by not very extensive?—A. Of course I had occasion to go to Ottawa to see the Government.

Q. And on these occasions, you called on Sir A. P. Caron?—A. Of course.

Q. You of course obtained his ready assistance?—A. Yes.

Q. He went with you, I suppose, to introduce you to the different departments of the Government?—A. He did.

Q. To support your views on what you were asking from the Government?—A. Yes, when they were reasonable, he always did.

Q. For example, I presume that you were after the Government pretty often for subsidies?—A. Very frequently, yes.

Q. Did you ask him for some subsidies that the Government did not grant you?—A. A great number, yes.

Q. With regard to these subsidies, Sir A. P. Caron gave you a pretty loyal assistance with the Government in order to get them—did he?—A. Pretty much so, yes.

Q. Even with respect to those you did not get?—Well, anything that was reasonable, he always helped us in it.

Q. I suppose you did not ask anything that was not reasonable, did you?—A. We did not think so.

Q. At any rate, Sir A. P. Caron was fully informed of all your proceedings with reference to the subsidies?—A. With reference to the subsidies, yes.

Q. He knew of the transfer of the subsidies to Ross & Company?—A. I cannot say that I ever informed him.

Q. Did Sir A. P. Caron know that Ross & Company were assisting the construction of the road by advances of money?—A. I think he probably knew it.

Q. And that the subsidies had been transferred to Ross & Company?—A. That I cannot say.

Q. Now, Mr. Scott, I think you stated yesterday that you were authorized by the Board to submit a list of the shareholders of the Railway to Ottawa, when you said “the Board,” what Board did you mean, the Board of the Construction Company or the Board of the Railway Company?—A. I do not think I said I was authorized by the Board.

Q. In your letter to Mr. Bradley, Secretary of the Railway Department, you say “referring to your favour of the 19th February last, I am now instructed by the Directors to forward you the enclosed list of shareholders of this Railway.” What do you mean by that expression “Directors?”—A. I presume I was ordered by the Board to do so, but I cannot find it in the minute book.

Q. What Board would it be, the Construction Company’s Board or the Railway Company’s Board?—A. It might be either, as both were interested.

Q. It is just because it might be either that I want to know which Board?—A. Well, I cannot tell you.

Q. Did the Railway Company have any Board meetings at all in 1886?—A. Yes, they had.

Q. Are you sure of that?—A. Oh, yes.

Q. They had one I suppose for the election of Directors?—A. They had more frequent meetings than that.

Q. Then you cannot say which Board it was that authorized you to furnish this list?—A. I cannot say positively.

Q. Have you any means of finding out which Board it was that authorized you?—A. I will have to look through the other minute book.

Q. Were the financing operations of the Construction Company after the transfer to J. H. Beemer limited to the operation of the road?—A. Yes, and the receiving and paying of subsidies.

Q. Which, as a matter of fact, you only nominally received and nominally paid?—A. Well, as far as the Dominion is concerned, yes.

Q. Have you a construction account in your books?—A. Not after the date of Beemer’s contract.

Q. None whatever?—A. I think not.

Q. You are perfectly certain of that?—A. There would be no occasion; we did not build the road.

Q. I did not ask you if there was any occasion; I want to know if there is any account?—A. Not to my recollection.

Q. Will you look in your books and see if there was any construction account, apart from that referring to Beemer?—A. I will do so.

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Q. Have you got your books here?—A. Yes.

Q. Just look in them, now.—A. Yes, I find some items charged to construction account after 1882 and 1883.

Q. Mr. Scott, did the Lake St. John Railway Lumbering and Trading Company subscribe or contribute any sum of money between the 1st January, 1882 and 31st December, 1891, for political purposes to secure the election of Sir A. P. Caron and political supporters of his in the House of Commons of Canada?—A. Not a cent.

Q. Not a cent?—A. No.

Q. As secretary of that company are you in a position to say that everything that was done by the company would be known to you?—A. Yes.

Q. Did they by way of loan or gift or by any other method, give to any electoral fund or to any person for an electoral fund, to secure the election of Sir A. P. Caron or any of his political supporters during the period above mentioned?

Mr. Fitzpatrick, of counsel for Sir A. P. Caron, objects to the question on the ground that it is established by this witness that the Lake St. John Railway was constructed by means of federal, local and municipal subsidies and that it is not within the powers of this Commission to enquire into the disposal of any moneys other than those which came from the federal subsidy.

Objection over-ruled.

A. Does that mean political supporters in the House?

Q. Answer the question?—A. I want to know the meaning of the question.

Q. Political supporters of Sir A. P. Caron.—A. I want the question defined. Sir A. P. Caron may have friends in the City Council or the Local Legislature.

Q. We speak of the Dominion Legislature?—A. I ask you to put the question in that way.

Q. I will add to the question the words "or to any of his political supporters in the House of Commons of Canada?"—A. No.

Q. Is it not true, Mr. Scott, that in the autumn of 1882, after the general elections of that year, the Construction Company contributed the sum of ten thousand dollars through one of the members of the Company to be used for election purposes, in connection with the general elections for the Dominion which had shortly previously been held.

Counsel for Sir A. P. Caron objects to the question on the ground that it does not appear that this question refers in any way to the political party with which Sir A. P. Caron is concerned or connected.

Objection over-ruled.

A. No.

Q. They did not contribute it?—A. No.

Q. Mr. Scott, you are aware that there was a treasurer of the election fund here in Quebec, the object of which fund was the promotion of the election of Sir A. P. Caron and other members, his political supporters in Dominion matters, are you not?—A. No, I do not know anything about it.

Q. You never heard of there being an election fund here in Quebec?
A. I never heard of it.

Q. You never heard that the Honourable Thomas McGreevy was the treasurer of the political fund?—A. I read something about it in the papers.

Q. But that is all you know about it?—A. That is all I know about it.

Q. Mr. Scott, had you ever any conversation with Sir A. P. Caron regarding the contribution of moneys either by the Quebec and Lake St. John

Railway Company, or by the Quebec and Lake St. John Railway Lumbering and Trading Company, for political purposes to secure his election and the election of his friends to the House of Commons?—A. No, I have no recollection of any such conversation.

Q. Will you speak no more positively than that; you say you have no recollection of any such conversation?—A. To the best of my knowledge I never had.

Q. Mr. Scott, had the Quebec and Lake St. John Railway Company any contracts, with any person, relating to the financing of the affairs of that road?

Mr. Fitzpatrick, as counsel for Sir A. P. Caron, makes the same objection as before.

Objection over-ruled.

A. No, they had not.

Q. Therefore you cannot produce any such contracts?—A. No.

Q. Do you think you can search to see whether you are in possession of any letters from Sir A. P. Caron bearing upon the subject?—A. Which subject?

Q. Matters relating to the subsidies?—A. No, I have no letters at all from Sir A. P. Caron that would have any bearing on this question.

Cross-examined by Mr. Fitzpatrick, Q.C., of Counsel for Sir A. P. Caron :

Q. Mr. Scott, you have been connected with the Quebec and Lake St. John Railway Company, for how many years?—A. Since its beginning.

Q. How long is that, we do not know when it began?—A. Since 1875.

Q. The Quebec and Lake St. John Railway Company was incorporated for the purpose of building a road which had been in part begun by the Quebec and Gosford Railway Company?—A. Yes.

Q. The Quebec and Gosford Railway Company built the road from Quebec to a point beyond the River Jacques Cartier, River aux Pins?—A. To Gosford, 25 miles.

Q. They built the road and laid down the wooden rails?—A. Yes.

Q. The Quebec and Lake St. John Railway Company was incorporated to build a road out as far as Lake St. John?—A. Yes.

Q. That was a road in which a great deal of public interest centered here in Quebec?—A. A great deal.

Q. There were subsidies granted by the municipalities and by the city?—A. Not by the municipalities, but by the city of Quebec and by the Dominion and Provincial Governments.

Q. St. Raymond did not vote anything?—A. No rural municipality subscribed.

Q. In any event, the subsidies which you had at your disposal were not sufficient to justify the road in being built beyond that point when the Construction Company was formed?—A. The subsidies, of course, were quite insufficient to build the road at that time.

Q. Until such time as the Construction Company was formed, had any progress been made whatever with the construction of that road?—A. No.

Q. Therefore the Construction Company was formed for the purpose of building the road, practically, and found the means necessary to do it?—A. Yes.

Q. If I mistake not, I believe that you were chiefly interested in organizing that Construction Company?—A. Yes, mainly so.

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Q. You had been for a great many years in the service of John Ross & Company?—A. Yes.

Q. A brother of James Gibb Ross?—A. Yes.

Q. You organized the Construction Company in 1878?—A. Yes.

Q. And you induced people to go into that Construction Company simply because you were satisfied that the Lake St. John Railway Company never could build the road as it then stood?—A. Yes.

Q. You took into that Construction Company Mr. James Ross, Mr. William Withall, Hon. Pierre Garneau, Hon. I. Thibaudeau, Mr. James Connolly and Sir A. P. Caron?—A. Yes.

Q. Were these men chiefly of much financial means?—A. Oh, yes, the best men in the town.

Q. Practically, the best men of the town and out of it too?—A. Yes.

Q. Mr. Thibaudeau, Mr. Garneau and Mr. Connolly were men of large financial means?—A. Yes.

Q. Sir A. P. Caron at that time was member for Quebec County?—A. Yes.

Q. And the county of Quebec was largely interested in the construction of that road?—A. Yes.

Q. It ran through the county to a large extent?—A. Yes.

Q. Sir A. P. Caron was also at that time a member of the firm of Andrews, Caron and Andrews?—A. Yes.

Q. The firm of Andrews, Caron and Andrews had been solicitors for the Quebec and Gosford Railway for many years?—A. Yes.

Q. And took a lively interest in the progress of the road?—A. Very great interest—yes.

Q. All these gentlemen who went into that road, put their money into it, did they not?—A. Yes.

Q. Sir A. P. Caron put in \$2,500, as representing the firm of Andrews, Caron and Andrews?—A. Yes.

Q. He has not got much of that back, has he?—A. Not a cent.

Q. The other gentlemen who went into it, Messrs. Ross, Withall, Thibaudeau, Garneau, all put their money in also?—A. Yes.

Q. Can you tell us how much more the construction company put into the road?—A. The construction company put in about \$450,000.

Q. And that has been the profit which they derived from their connection with it; they are out of pocket \$450,000?—A. That is about it.

Q. Tell us what the political complexion of the board of directors was—was it uniform or was it varied in its colours?—A. We always had two colours.

Q. Mr. Thibaudeau and Mr. Connolly were both very strong Liberals and both ran as candidates for the Liberal party in the county of Quebec?—A. Yes.

Q. Are you yourself a very strong liberal, I know you used to be formerly?—A. I do not know.

Q. You have been a liberal, have you?—A. Oh, I do not know.

Q. You have, but you do not like to admit it—at all events the construction of the road was taken by the Construction Company?—A. Yes.

Q. And sublet by them to different contractors?—A. Yes.

Q. One portion of it, as far as Jacques Cartier River, if I mistake not, was built by themselves?—A. No, that was built by Stevenson.

Q. I thought that Gibsone built a portion?—A. As far as St. Raymond.

Q. And then McCarron & Cameron from St. Raymond north?—A. Yes.

Q. After McCarron & Cameron built the road as far as Lake Simon, there was a lull in the proceedings, was there not; the company then were out of pocket \$450,000 as a result of these different contracts?—A. Yes.

Q. Did you look around for some time to get some person else to build the road to Lake St. John?—A. Yes.

Q. It took you a little time?—A. Yes, it was pretty hard work.

Q. And it was mainly after special efforts on your part that Mr. Beemer was finally induced to take the contract to build it to Lake St. John?—A. Yes.

Q. You said you were connected with the road since 1875; am I safe in saying that you have an intimate knowledge, by reason of the particular interest you take in the road, of its financing generally, and of all the financial affairs that took place in connection with this contract?—A. Yes, very intimate.

Q. Not only as secretary of the two companies, but also as being interested in the road, you have acted also as a sort of financier, adviser to Mr. Beemer, have you not, in a great many ways, so far as the construction of this road is concerned?—A. I do not know that.

Q. Have you not taken a great interest in his affairs and always been willing to help him?—A. Yes.

Q. It was largely through you, personally, that he was induced to take the contract?—A. Yes.

Q. From its inception, that is to say, from the inception of the Construction Company, Mr. James Ross also took a very great interest in the progress of the work.—A. Yes, it was his pet scheme.

Q. Without Mr. Ross individually, even supposing you had the Federal and Local Governments and Municipalities and all the rest, without Mr. Ross personally, could that work ever have been accomplished?—A. No, never.

Q. Between yourself and Mr. Connolly and some others, he was induced to go into it, originally, and after he had gone into it he contributed in every way to the success of the road?—A. Yes.

Q. And was always ready to assist and to help?—A. Always.

Q. Do you know in what way the road was constructed, to your own knowledge, that is to say, the financial arrangements by which Mr. Beemer was enabled to carry out his work?—A. Yes.

Q. Have you a personal knowledge of these matters?—A. Yes.

Q. Would you describe to the Commissioners how that was done?—A. Well, it was done through advances from Mr. Ross to Mr. Beemer.

Q. That is to say that originally Mr. Beemer took a contract to build a portion of the road, at least the portion of it which you let to him, and all payments were transferred to him, both the Federal and the Local subsidies?—A. Yes, we transferred to him or to his order.

Q. Then, as the work progressed, provision was made that the engineer's certificate should be given of the work as it went on?—A. Yes, Mr. Beemer never got any money unless that was done.

Q. That is to say that Mr. Beemer began executing the work provided for by the contract, and as the work progressed the engineer of the company made the progress estimates, and then they were certified to by the Construction Company, were they not?—A. They had to pass the Board before they were.

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Q. And then they were handed over to Mr. Beemer and he dealt with these certificates in such a way as he thought best, to get the money necessary to carry out the work?—A. He got the money from Mr. Ross.

Q. That is to say that Mr. Ross advanced to Mr. Beemer on the progress estimates?—A. Yes.

Q. So that the money which Beemer got from the Railway Company and from the Construction Company, was got by means of these engineer's certificates?—A. Yes.

Q. And he got nothing else from the Construction Company or from the Railway Company, except that to which he was entitled in consequence of these certificates?—A. He did not get it until he had earned it.

Q. Now, by these certificates, it was ascertained exactly the amount of work Beemer had done?—A. Yes, that was ascertained each month.

Q. Then, as the work progressed, you said the money was paid over by Mr. Ross, in exchange for these certificates?—A. Yes.

Q. You are quite certain about that?—A. Positive.

Q. Then, to secure Mr. Ross, or to recoup him for advances which he made to Beemer on these certificates, the Railway Company transferred to Ross the Federal subsidy?—A. Yes.

Q. And other subsidies which it is not necessary to refer to in detail?—A. Yes.

Q. Now, these subsidies, which were originally voted to the railway, went into the construction of the railway in the manner in which you have indicated?—A. Yes.

Q. That is to say they were transferred to Mr. Ross to recoup him for advances made to Beemer, to enable Beemer to construct the road itself?—A. That is it.

Q. Now, are you in a position to say with any degree of certainty from your own knowledge of all these transactions, as Secretary of the two companies, and as having an intimate knowledge of Beemer's affairs, that these subsidies voted by the Federal Parliament, reached the purposes that they were intended for?—A. Every dollar.

Q. Is there any possibility so far as you are concerned that any of these subsidies could have been diverted from that purpose without your knowledge?—A. We would not allow it.

Q. Could it have been done independently altogether of the allowing business?—A. No, it could not be done.

Q. Are you in a position to state to the Commissioners that you are absolutely certain, from your own personal knowledge, that the subsidies so voted, went through the channels indicated, into the construction of the road?—A. Invariably.

Q. Did all the transactions with Beemer, in so far as the construction of the road was concerned, and with Ross, in so far as the advances and subsidies were concerned, come to the knowledge of the Board of Directors of the Construction Company?—A. Everything.

Q. And on the Board of Directors were to be found, you state, such men as the Honourable Mr. Garneau and the Honourable I. Thibaudeau, among others?—A. Yes.

Q. When Mr. Beemer took the contract, then the road was built from Quebec to a point beyond Lake Simon, was it not?—A. To Lake Simon.

Q. So that practically it was not built one-third of its whole length?—A. About one-quarter.

Q. And up to that time you state that there had been expended by this Construction Company, \$450,000?—A. About that.

Q. Which they had no hope of being able to get back in the condition in which the road was then?—A. Not unless the road was finished.

Q. And until such time as the road was finished, \$450,000 were absolutely lost, as far as they were concerned; you say that from the practical knowledge you have of the whole enterprise?—A. It would be difficult to say that it was absolutely lost, but the chances were that way.

Q. There were very few chances of getting the money back, as far as your practical experience goes?—A. I would not think so.

Q. So that the only chance there was of the Construction Company getting the \$450,000.00 or any portion of it back, in your opinion, depended on the completion of the road to Lake St. John?—A. Yes.

Q. Then the road being completed to Lake St. John, it might be bonded, and out of the proceeds of the bonds there was something of a possibility of getting something of the money back?—A. That was the idea.

Q. The road has been finished to Lake St. John?—A. Yes.

Q. And the road has been bonded?—A. Yes.

Q. Have you sold any of the bonds?—A. Yes.

Q. And what have you done with the proceeds?—A. They are all gone into the road.

Q. You did not take back \$450,000.00?—A. We did not keep any money out of it at all.

Q. You did not try to get any money out of it?—A. No.

Q. Your object was to finish the road and not to try to make money on it?—A. We wanted to make the road good first of all.

Q. You used the proceeds of the bonds that you might have applied to the payment of these \$450,000.00 in increasing the value of the property itself?—A. Exactly.

Q. Did you think it very important in the interest of the enterprise that you should use your bonds in this way, than to try and get back what money the Construction Company had put in?—A. That was the feeling of the Directors.

Q. That was the feeling of the very men who lost the money, they were satisfied to do that?—A. They were.

Q. And they have done it?—A. Yes.

Q. You did not think it necessary to take the money out of Mr. Beemer at that time, to check the enterprise, to get your money back?—A. We did not think it was wise to try it.

Q. You did not think it was wise, in the interest of the road?—A. Exactly.

Q. And in the interest of the public?—A. Exactly.

Q. Now, let us come to Sir A. P. Caron's connection with the Construction Company. As a matter of fact, who subscribed that \$25,000.00 worth of stock that was paid into that company in his name?—A. His firm did.

Q. What was the firm?—A. Andrews, Caron & Andrews.

Q. They subscribed and paid for the stock, and Sir A. P. Caron was there to represent their interests in the company?—A. Exactly.

Q. You have given us the dates of Sir A. P. Caron's attendances at the meetings of the Board up to 1886, and I notice that from 1882 to 1886, he was present at only three meetings of the Directors?—A. Yes.

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Q. Now, will you tell us how many meetings there must have been from 1882 to 1891, on the average; you have one several times a month, do you?—A. Probably thirty or forty meetings each year.

Q. From 1882 to 1886, what part did Sir A. P. Caron take in the management of the affairs of the company during that time, so far as he was concerned?—A. He took no part at all.

Q. Did he practically know anything of the business of the company or of its operations?—A. No, he could not, because he was not here.

Q. Did he take any part in the administration of the company during that time?—A. No.

Q. His attendance at those Board meetings were simply what?—A. Accidentally, in most cases.

Q. And I suppose his stay at the meetings would not be very prolonged, as a rule?—A. When he did come in, he would shake hands and go out again.

Q. Still you put him down as being present?—A. Yes.

Q. His fees were large during that time as director?—A. He had one fee but he sent it back again. He would not take it.

Q. Now, you have spoken of the assistance which Sir A. P. Caron gave you at Ottawa; at the time demands were made for aid for the railway; Sir A. P. Caron was member of Parliament for the County of Quebec, and a Federal Minister from this District from 1882 to 1891?—A. Yes.

Q. Are you aware that the Lake St. John Railway Company found Sir A. P. Caron willing to help when they had anything to be done at Ottawa?—A. What do you mean?

Q. Did you apply to him because he was a member of your company, or because of the position he occupied as member in this District, to get his assistance at Ottawa to put your affairs through?—A. He was the member representing the County through which the railway ran.

Q. And therefore you felt you were justified in calling upon him, to give you any help that you could get to obtain these subsidies?—A. Just so.

Q. During the time that this work was in process of construction you occasionally had meetings of the members of Parliament from this District and all that sort of thing?—A. Yes.

Q. Meetings of Ministers and Priests and Bishops to help you with their influence?—A. We got all the influence we could.

Q. You did not pay very much attention to the religion or the politics of the people you asked for help, did you?—A. No.

Q. You had members of Parliament of both political parties?—A. Both sides.

Q. In fact every one around Quebec wanted to get the road built, no matter what was their political complexion?—A. Every one helped pretty well.

Q. Will you give us figures which show the amount of money they spent or put into the construction of this road?—A. Yes, in round figures, the amount of money that has been put into this road, has been \$4,572,000.00.

Q. That is money that has actually gone into the brick, stone, mortar and clay on this road?—A. It is the actual cash in the road.

Q. To purchase the road?—A. Yes.

Q. Now, where did the money come from?—A. \$844,000.00 from the Dominion subsidy, \$1,507,000.00 from the Province, \$450,000.00 from the Construction Company, \$100,000 from the original Gosford shareholders, and \$1,000,000.00 from the English bondholders.

Q. That is the proceeds of the bonds?—A. Yes, it is £200,000 sterling or \$1,000,000.00 in round figures.

Q. Which bonds were the property of the company?—A. They were the property of the company and Beemer. These were \$450,000.00 from the city of Quebec, and about \$220,000.00 that Beemer owes Ross on these advances.

Q. \$220,000.00 that Mr. Ross has advanced to help in the construction of this road, more than he got out of the subsidies?—A. Yes.

* Q. I want you to furnish us with the progress estimates of the work?—A. I will produce them; I have only got one of them and they are looking for the rest in the office and will bring them up in a few minutes. That progress estimate will be sufficient to give an idea of the method of doing business.

Q. I want to show the business itself. Can you give us a statement of the subsidies received from the Federal Government from 1882 to 1891?—A. Yes, I gave a statement yesterday which is filed as exhibit (JS 3).

Q. Can you now give us or have you any means of giving to us the statutes by which these subsidies were voted?—A. Yes, I now produce a statement showing the different Dominion Statutes under which subsidies were voted to the Lake St. John Railway, filed as exhibit (JS 16).

Q. Referring to the subsidy of \$384,000.00 voted by the 45th Vic., ch. 14, for 120 miles of the Lake St. John Railway, can you say by any entry which you have in your books as to whether or not that amount was received by the company?—A. Yes, it was received.

Q. How was it applied?—A. It was applied to the work.

Q. Who received it?—A. Mr. Beemer received nearly the whole of it. There was a small amount of the first payment that was not received by him. A small amount of the first instalment of that \$384,000. It was for the ten miles which had been partly constructed for the company, and it was partly Customs duties on rails, and partly for work that had been done that was deducted.

Q. Can you ascertain from the documents which were produced by the Railways and Canals Department before the Commissioner that this \$384,000 was actually received by Beemer and put by him in the construction of the railway?—A. I cannot say without referring to the document.

Q. How can you say so?—A. Because I know it.

Q. How can you know it?—A. I know it because he only drew the money after he did the work.

Q. He could not get the money until he had done the work?—A. Yes.

Q. You are absolutely certain as to that?—A. I am positive.

Q. And without that statement you do not depend conclusively on your memory, but that established by the books of your company, and the knowledge which you derive from the examination of the books and documents in your possession?—A. Yes, these books and documents are at the disposal of the Commission to verify the fact if necessary.

Q. Will that answer apply to the subsequent items in the Exhibit JS - 16, in reference to the \$80,000 voted by 48 and 49 Vic. chap 59, and \$186,295 voted by 49 Vic. chap. 10?—A. Yes, the only item out of this amount that Beemer did not receive directly was \$26,000 out of the \$96,000 item that the company retained from him for freight accounts that he owed, and for the deduction of the interest of the \$450 which he owed the company.

Q. So when you say that this money was not received by Beemer direct, you however put that money on the credit side of his account in your books?

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—A. Yes, exactly, it was really for work done. He got the money in the shape of freight ; we hauled his materials and freight.

Q. Now, by what means are these payments made by the Federal Government ; on what documentary evidence of the work done did the Federal Government make the advances?—A. They inspected every ten miles.

Q. When you say "they," who do you mean?—A. The Engineer, Mr. Ridout.

Q. And on this report, the Government paid the money to the party to whom the subsidy had been transferred in 10 mile sections?—A. Yes.

Q. So that there was no money paid by the Federal Government out of these subsidies until after such time as the letter of the law had been complied with, in so far as the inspection was concerned?—A. No, and it was very difficult to get it then.

Q. Why do you say that?—A. They were very hard to please.

Q. You mean to say they were very particular that the work had been done and the money earned?—A. Oh, yes, the most trivial things were set up as a reason for delay. If we neglected to do the most trivial work it was not paid.

Q. I notice here a subsidy in Exhibit (JS 16) of \$28,800 which purports to have been given to the company by Act 50-51 Vic., chap. 10, which you call "short mileage nine miles." Is there anything particular about that subsidy as to how it came to be given and the reason of it?—A. It was for nine miles that the Government had short, estimating the length of the road.

Q. What was the real length of the road?—A. The real length of the road was what we represented it to be.

Q. What was that?—A. One hundred and ninety miles.

Q. They paid you for 181 miles at first, and gave you the other 9 miles afterwards?—A. They promised us the other 9 miles, but we have not got it yet.

Q. At all events this item of \$28,800 was for 9 miles which had been short on the original calculation as to the length of the road?—A. Yes.

Q. And the \$28,800 was given to cover that shortage?—A. Yes.

Q. Have you received that \$28,800?—A. We have received five miles of it.

Q. The balance has not been paid?—A. The other four miles has not yet been paid.

Q. Was there anything unusual or anything peculiar about that subsidy for this nine miles, or was it in the regular course of business?—A. It was in the ordinary course.

Q. It was applied for as soon as you had ascertained that the mileage was short in the original subsidy?—A. Yes.

Q. And granted in the regular course of business, as a matter of course?—A. Yes.

Q. Now, with reference to the subsidy granted by the 53 Vic., chap. 2, of \$38,400 for the Lorette line of 12 miles, have you received that?—A. Yes, all but about \$400, which still remains unpaid.

Q. What about the St. Charles bridge?—A. We have received that \$30,000.

Q. What did the bridge cost?—A. The estimated value of the bridge was \$200,000.

Q. To your knowledge, was any application made by the company, supported by Sir A. P. Caron, to obtain any of these subsidies, by reason of any

corrupt payment or any bargain, or any promise of any corrupt payment?—
A. Not at all.

Q. Was any suggestion made at any time of anything of that sort?—A. No, never.

Q. Were your demands for subsidies generally supported by the people of this district and the people of the county of Chicoutimi?—A. Yes.

Q. Were your applications made in the regular way by correspondence with the department?—A. Yes, invariably.

Q. Nothing done outside but what appears by the official correspondence to obtain these subsidies?—A. Except personal solicitation.

Q. That personal solicitation, was it largely by petitions?—A. Yes.

Q. Deputations of public men from the district who called on the Minister of Railways at Ottawa to get this?—A. Yes.

Q. There was nothing done outside of that?—A. No.

Q. That you know of your own certain knowledge?—A. Yes.

Q. While I understand that your company has been very flush, yet you have not always had a great deal of money to throw away for elections of that sort, I presume, Mr. Scott?—A. No.

Q. Now, Mr. Scott, I want to trace this money as far as it is possible to trace it, from the Federal Exchequer into the roadbed and I want you to give us the documents which are necessary to do that; the progress estimates, the transfers and everything else?—A. I will give you all the progress estimates that I can find.

Q. Have you got them with you?—A. They will be here in a few minutes; I have sent for them; they are all in the same form as the one you have got.

Q. You have said that there were £200,000 worth of bonds sold; who sold those bonds?—A. They were sold by Cotts and Son, of London.

Q. The proceeds of the sale were handed over to whom?—A. The proceeds of the sale were put in trust.

Q. For the benefit of?—A. For the benefit of the bond holders. That is, for the completion and equipment of the road.

Q. You said this morning that the proceeds of the sale, the amount realized upon the sale, was applied to the completion of the road. Now, what works were done by this money?—A. Here is a list; the annual report of the company; which shows the amount of expenditure of that trust fund and which will be found on page 6 of report of the annual meeting of shareholders on the 12th May, 1892.

Exhibit J S 17.

Q. All the payments made by the Government to the parties in exhibit J S 3, were made, I presume, on the estimates of the Government Engineer?—A. Yes, on the report of the Inspection of the Government Engineer.

Q. He also furnished to the Government the progress estimates of the work done?—A. No.

Q. The Government engineer simply came on the road and made an inspection and ascertained whether or not the work had been done in accordance with the conditions of the subsidy contract?—A. Yes, he had access, of course, to any documents that he wished, to ascertain for himself what we had done.

Q. You said that reports were made by him after careful and actual inspection?—A. I say that in this statement of moneys received from the Dominion Government, several payments appear to have been made to Ross

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& Company, and these payments were made to Ross & Company to recoup them for advances made to Beemer to enable him to do the work, that is, for advances on the progress estimates.

Q. That is to say that Ross did not make the advances to Beemer until such time as Beemer handed to him the progress estimates prepared by the company's engineer and certified by the directors of the Construction Company?—A. Yes, and certified as such.

Q. I see here that the second item in the statement of subsidies, exhibit (J S 16) says, "Short mileage 25 miles \$80,000.00"?—A. I explained that in my evidence yesterday. The first vote of the subsidy that was given stated the mileage from St. Raymond to Lake St. John to be 120 miles. That was an error on the part of the Railway Department at Ottawa; the mileage was estimated afterwards to be 145 miles, and it was corrected the following session.

Q. So that that was simply a clerical error?—A. Yes, it was; Sir Charles Tupper was then Minister of Railways. We pointed that out to him and he had it corrected next session.

Q. You discovered the error soon after the first act was passed?—A. Yes.

Q. Was that 46 Vic. so passed for the purpose of correcting that?—A. Yes.

Q. What about this additional subsidy of \$96,000 for the 32 miles from the Canadian Pacific Railway Junction; how did that come to be an additional subsidy?—A. That portion of the road had been built, but there was something to do on it and some equipment to be put on it, and we applied to the Government for a subsidy for it and they gave it to us.

Q. Was that additional subsidy covering the same ground as subsidies by 45 Vic.?—A. Oh, no, that ground had never been covered before.

Q. That was a subsidy for a portion of the line which had never been subsidized by the Federal Government?—A. Exactly.

Q. How did you come to get that subsidy, do you remember having done anything?—A. Nothing special, except that we applied for it very frequently.

Q. Did you do anything better than that?—A. In what way?

Q. Did you have any person look over the roll and see for themselves—any one of the officers or ministers at Ottawa?—A. Yes, Sir John Macdonald went over that portion of the road.

Q. And who else?—A. Sir Charles Tupper.

Q. What position did he occupy at that time?—A. He was Minister of Railways.

Q. So that you brought the Prime Minister and the Minister of Railways at the time, down, and they went over the road, and saw for themselves the necessity there was for this subsidy?—A. Yes.

Q. And it was after that, that the subsidy was granted?—A. Yes.

Q. Did you give anything to either of them?—A. We gave them a lunch.

Q. That is the extent of the corrupt process you applied?—A. Yes.

Q. I wish to have it right; that portion of the road never received a dollar before, and it received this \$3,200 a mile from the Federal Government when the work had been gone over by the then Minister of Railways and the Prime Minister?—A. Yes.

Q. Will you explain the circumstances under which you received the sum of \$186,295.00 by the 49 Vic. chap. 10; you call it an additional \$1,961.00 per mile?—A. That represents an extremely difficult piece of work, and we

represented to the Government that we could not build that piece of work unless we got an additional subsidy. They had previously given, I think, or they did give, at that session, an additional subsidy to another road in another part of the Dominion, somewhere in the west, and we represented to the Government that they should treat us in a similar manner, and they did.

Q. And you got the additional subsidy in that way?—A. We got the additional subsidy precisely the same as two or three other parties got it—\$1,961.00 per mile.

Q. You urged upon the Government the justice of your claim, by showing how it resembled this other case in which the same thing had been done?—

A. Yes.

Q. As a matter of fact, Mr. Scott, can you say whether or not there are exceptional engineering difficulties connected with this road when you get beyond St. Raymond?—A. Oh, yes, we cross a tremendous mountain range there. We cross the Laurentian Mountains, and it is a very serious piece of work.

Q. Will you say, now, from memory, if you can, what is the level at the height of land, compared with the city of Quebec, the point of departure of your railway?—A. We go over a summit of 1500 feet above tide water at Quebec.

Q. What is the difference in the level of the point of departure of your road and the terminus?—A. Only 300 feet.

Q. So that you go up 1500 feet and you have to come down 1200 feet?—

A. We go to an elevation of 1500 feet and then we fall 1200 feet to get into Lake St. John.

Q. And that is an exceptional undertaking?—A. It is through the Laurentian range of mountains, and it is the most difficult piece of railway work east of the Rocky Mountains.

Q. And it is owing to all these difficulties of the work that you obtained this additional subsidy and after they had been pointed out to the Government?—A. Yes.

Q. What is the meaning of this item of \$384,000.00 for 12 miles of the Lorette line, 53 Vic. chap. 2?—A. The object of that was to build a new entrance into the city of Quebec; the road that had originally been built was one with very heavy grades, which were found a great obstacle to the traffic. There were grades of 132 feet to the mile and we had to use four miles of the Canadian Pacific Railway out of the city of Quebec, and they charged us very heavily for these four miles and for the terminus. The new location gives us an independent entrance into the city and it reduces the maximum grade to 68 feet per mile, instead of 132, so that we were very anxious to get that built and it was very greatly in the interest of the public that it should be built.

Q. And it has been built and the road is now in operation?—A. Yes.

Q. And it has been a very expensive piece of work to build. It cost a good deal more than \$384,000.00 did it not?—A. There is a half a million in that and the St. Charles bridge.

Q. Referring to the Chicoutimi line, these subsidies amounting to \$160,000.00 mentioned in Exhibit JS 16 were obtained altogether independently of your company?—A. Not the whole of them; the first item was.

Q. And the second item?—A. And the second item I think we obtained by representing to the Government that 30 miles would not of course cover the mileage and that the actual mileage was 60; originally the company was to build from Metabetchouan down to Chicoutimi.

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I produce the report of the Department of Railways and Canals for the past fiscal year, ending first July, 1890, to 30th June, 1891, which contains at page 52 and following page a statement of the different subsidies granted and the reason for which they were granted.

Filed as exhibit JS 18.

Q. The Chicoutimi branch line is now in process of construction?—A. Yes.

Q. Did you get any of the subsidies; have they been received?—A. Yes, about five milcs.

Q. Have you got the progress estimates, Mr. Scott?—A. Yes.

Q. Have you got the estimates given to the Directors for work done previous to Beemer's contract?—A. I have not got them here.

Q. Will you send for them?—A. Yes, I will try and get them.

Q. Have you got the last estimate of work done by Beemer?—A. Yes.

Q. What is the date of it?—A. 1st September, 1892.

Q. Will you produce the original estimate prepared by your engineer for work done by Mr. Beemer under the contract with the Construction Company, on the line of the Lake St. John Railway from July, 1884, to 1st January, 1892?—A. There is the Chicoutimi branch, that is under separate contract. The last list of the main line is up to the 1st January, 1892.

Q. What is the number of that estimate?—A. No. 41.

Q. The amount which you give of four million some hundreds of thousand dollars, is for money spent on the main line and not on the Chicoutimi branch?—A. There is a little of it on the Chicoutimi branch.

Q. How much was spent on the main line?—A. Nearly the whole of that amount.

Q. Can you give us exactly what was spent on the main line?—A. It would take a little while to make it up because there are five miles from Chicoutimi that we built three years ago.

Q. How much a mile did that cost?—A. It cost about \$20,000—we may say that \$4,500,000 we spent on the main line.

Q. At any rate your estimates justified the expenditure of the money—it was on these estimates the money was paid?—A. And in no other way.

Q. You say you do not want to part with the original progress estimates?—A. I would rather not, I want them, and I do not want to have them pigeon holed at Ottawa

Q. Have you any objection to give the estimates to the stenographer so that he may have copies made of them?—A. No.

Q. What are the estimates you are producing?—A. They are the estimates of the work done by Beemer, from the 1st January, 1884, till the present day.

By Mr. Fitzpatrick, Q.C.:

Q. Mr. Scott, you stated, I think, yesterday, in the course of your examination in chief, that \$450,000 were to be paid by Beemer to the Construction Company?—A. Yes.

Q. Now, how are these \$450,000 to be paid?—A. Out of the proceeds of the bond.

Q. Why were they not paid?—A. Because there were not sufficient bonds sold to give Mr. Beemer the funds to do so.

Q. In other words, he was not placed in a position to pay that amount?—A. No.

Q. Did your company ever take steps to force him to pay that amount?

—A. We protested him when the time arrived at which he should have paid it.

Q. Have you a copy of that protest?—A. Yes.

Q. A notarial document, I presume?—A. Yes.

Filed as exhibit JS 19 of cross-examination.

Q. Did you take any other steps to force him to pay that amount?—A. I do not think we could take any other steps.

Q. Why?—A. Because it would not have been wise to do it, to jeopardize the work.

Q. Could you not have sued him?—A. That would have probably stopped the construction.

Q. How would it have jeopardized the work?—A. Well, if we had brought Mr. Beemer into financial trouble by taking these steps the work might have been stopped.

Q. Do you think you would have brought him into financial trouble had suit been instituted by your company for the \$450,000?—A. Undoubtedly it would.

Q. What effect would that have had on the construction of the Lake St. John Railway, apart from jeopardizing Mr. Beemer's position?—A. It might have had a very serious effect.

Q. In what way?—A. It might have stopped the work.

Q. Do you know if it would have stopped the work?—A. I do.

Q. Do you know of anybody else who would have undertaken the contract and carried it out the way Mr. Beemer did?—A. No, I do not.

Q. The accounts standing between your company and Mr. Beemer have not yet been balanced completely, have they?—A. No.

Q. Are there a number of unsettled claims for extras outstanding between you?—A. Not that I know of.

Q. In any case the accounts have not been finally adjusted?—A. No, of course, we look to the unsold bonds for that \$450,000.

Re-examined by MR. ARCHIBALD, representing the Crown.

Q. Mr. Scott, under cross-examination, you stated that you were acquainted with all the financial arrangements between Messrs. Ross & Company and H. J. Beemer with reference to advances. How did you become acquainted with these arrangements?—A. Well, because Mr. Ross always consulted me about these matters.

Q. Simply from what Mr. Ross told you?—A. I am speaking more especially of the work.

Q. I mean to say the financial arrangements between Mr. Beemer and Ross?—A. Exactly. Mr. Ross would not pay unless he saw the certificate, and he very frequently consulted me when these certificates were in.

Q. Have you any of the details of the arrangements between them; could you tell us how much discount Mr. Ross charged Mr. Beemer?—A. I knew that he charged him commission and interest.

Q. Did you have any contract in writing to indicate what was the arrangement between Beemer and Ross?—A. No, I had no reason to have.

Q. All you have, is because Ross consulted you occasionally about the matter?—A. Yes, very frequently.

Q. You state that the \$80,000 of the subsidy that were granted for that portion of the road between the junction of the North Shore and St. Raymond, were granted in consequence of that work not having been finished. Is that so, that you wanted a subsidy to finish it?—A. Not entirely so.

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Q. Well, what was it granted for?—A. That was one of the reasons.

Q. Did you examine the contract between the Government and the Lake St. John Railway Company with reference to that subsidy of \$80,000.00. Exhibit (LJ 83.) As a matter of fact, did not that contract import that the work had been completely finished to the satisfaction of the Government, before the contract was entered into at all?—A. It says that the company have already built a line of railway from the junction of the Lake St. John Railway and the North Shore Railway to St. Raymond.

Q. And it says that they have completed it to the satisfaction of the Government?—A. One of the conditions was, on the company extending its road to a point 50 miles north of St. Raymond, and satisfied the Government as to all the compliances with that condition.

Q. As a matter of fact, was not that subsidy granted as an additional subsidy for the first 50 miles north of St. Raymond?—A. No, I do not think so.

Q. Is it not referred to in your letters to the Government as an additional subsidy?—A. I do not think it, I have no recollection of that.

Q. Are you prepared to say that these progress estimates you refer to will amount to the sum of \$4,500,000, which you estimate is the amount of money which had been collected from all sources for the construction of the road?—A. I think so, within a very small amount.

Q. You do not know whether that will amount to the exact sum which has been expended or not?—A. I cannot tell exactly, there may be charges for commission and interest, and different things that do not appear in the progress estimates.

By Mr. Pentland, Q. C.:

Q. Have you any idea of what that would aggregate?—A. I cannot tell you.

By Mr. Archibald, Q.C.:

Q. Two or three hundred thousand dollars do you suppose?—A. I do not think it would come to as much as that.

Q. It would amount to enough to run an election or two I suppose?—A. I do not know.

Q. Mr. Scott, this morning, introducing the transfers of subsidies, you stated that these transfers are made from the Quebec and Lake St. John Railway to Messrs. Ross and Company?—A. Yes.

Q. And by your contract with Beemer you undertook to transfer the subsidies to him; will you please state how it happened that you transferred to Messrs. Ross & Company?—A. We always did so at Mr. Beemer's request; he was a party to the transaction.

Q. And he accepts the transfer?—A. Yes.

The further examination of the witness is adjourned, and further, for the present, deponent saith not.

QUEBEC, 29th September, 1892.

JAMES G. SCOTT, of the city of Quebec, Secretary and Treasurer of the Lake St. John Railway.

On this 29th day of September, the examination of the above named witness was resumed.

In reply to Mr. Archibald, Q. C. :

I now produce statement as Exhibit JS 20, showing the details of the actual cash expended in the constructions and equipment of the Quebec and Lake St. John Railway, the amount of money received and expended in the Quebec and Lake St. John Railway, a summary of the progress estimates since the completion of the road to St. Raymond, and also exhibit JS 21, being a progress estimate for October, 1887, as a sample of the manner in which all payments were made monthly by the company to Beemer. I also produce a statement of progress estimates of work done by McCarron & Cameron, contractors, from the 1st of May, 1882, and by H. J. Beemer, from the 1st of August, 1884. This is a statement giving the number of each estimate, the name of the engineer certifying to the progress estimate, the section of the railway on which work was done, and the amount of each estimate.

Q. Mr. Scott, does this exhibit JS 31, purporting to be an abstract of the progress estimates contain, in the whole, progress estimates for the Quebec and Lake St. John Railway?—A. Everything done north of St. Raymond.

Q. It includes also that portion between Lorette and Quebec?—A. Yes.

Q. And the St. Charles Bridge?—A. Yes.

Q. Does it include anything on the branch line to Chicoutimi?—A. Yes.

Q. What is the total amount of the progress estimates as appears by this exhibit?—A. The total amount is \$3,417,077, exclusive of rails.

Q. So the rails do not come into the progress estimates?—A. The rails and fastenings were separately treated.

Q. Do you state that the progress estimate does not include rails at all?—

A. There has been one small item which has been deducted in the summary I had made.

Q. How large an item?—A. \$17,000.

Q. And what is the amount for rails which you mention there?—A. The total is \$431,508, and taking \$17,000 from that, leaves about \$414,446.

Q. So that you say this \$414,000 are not mentioned in the progress estimate?—A. No.

Q. These rails I suppose went into the road?—A. Yes.

Q. All of them?—A. Yes.

Q. Adding this \$414,000 to the \$3,400,000 odd thousand, how much would that make?—A. \$3,831,000 in round numbers.

Q. You mentioned the other day \$4,547,000 as being the total amount expended?—A. Yes.

Q. How do you account for the balance between \$3,831,000 and \$4,547,000?—A. Well, the Construction Company had expended \$450,000 previous to that.

Q. Then, did you charge the amount expended by the Construction Company in this \$4,500,000?—A. No. I charged them as an expenditure on the road.

Q. So that, then, you have to add this \$450,000 to that?—A. Yes, and also \$100,000 expended by the Gosford Company.

Q. How much would that make altogether?—A. That would make \$4,831,523.

Q. Then, there is still an unexplained balance; how did you expend the rest of it?—A. The rest of it is partly made up by interest which the Construction Company have since had to pay the Quebec Bank, amounting to \$148,000 on advances made by the bank to the Construction Company, which

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are included in the \$450,000 that they had expended, and also by interest charged by Ross and Company to Beemer.

Q. How much was that?—A. That I cannot tell. I made up a statement first showing what was expended, and, on the other hand, I put down the amount due to Ross and Company, which is in the neighbourhood of \$220,000, and I think the interest will quite account for the difference between the two statements.

Q. Do you put the amount due to Ross and Company in your calculation in \$4,543,000; do you add that in?—A. Yes, because it was expended on the road.

Q. Then, what balance would be left for this interest and commission paid by Beemer to Ross and Company that you do not know the amount of; what balance would be left between the two statements of receipts and expenditures?—A. Well, not a very large sum. It would only appear to be about \$18,000.

Q. From what you know, do you think that Ross and Company charged Beemer \$18,000 for commission and interest?—A. I should think the interest would come to more than that.

Q. According to you, Beemer must have put money out of his own pocket into the road?—A. Very likely.

Q. Is that the way it appears according to your books?—Precisely. These statements are as accurate as we can make them.

Q. Who kept your books?—A. They were kept by two book-keepers. The first was a Mr. Lennan and the present book-keeper is a Mr. Piddington.

Q. A competent, thorough book-keeper?—A. Oh, very. I can refer to Mr. Plimsoll, as to the manner in which the books are kept; he will bear me out in that.

Q. Look at the sample progress estimate, exhibit (SJ 21), and state whether all the progress estimates are based on the same plan and made in the same way?—A. They are all made in the same form.

Q. Will you just describe the way in which that progress estimate is made up?—A. This estimate shows the details of the work done on the different divisions.

Q. Is there more than one engineer takes part in the estimates?—A. Yes, the quantities are made out by the resident engineer on the line, who carefully examines and establishes the quantities of work done and returns it to the chief engineer. The chief engineer, with his assistants in Quebec, then makes up the details of this statement and puts it into money. It is divided over each division of the line and each description of work. This is then given by the chief engineer to the consulting engineer, Mr. Light, who is acting as consulting engineer under the contract. Mr. Light then certifies the estimate and it is sent to the board of directors. The estimate is then read over by me to the board, and every item is discussed and talked over, and if anything is found wrong, it is sent back to the engineer. If it is all found right, the board approve of it and order me to certify it. That is the form that is carried out every month.

Q. And the progress estimates comprise not only the returns of the chief engineer, but the returns of all his subordinates who have taken part in it?—A. All his subordinates are responsible to him and have got to give him the details of the work measured by them on the road.

Q. Under whose charge and control were these engineers at the time, that of Mr. Beemer or that of the Construction Company?—A. They were paid by Beemer, but they were responsible to the chief engineer, and to the consulting engineer.

Q. And were officers of the Construction Company?—A. Yes.

Q. They were not then under the orders of Beemer?—A. Oh, no. They had to do what the consulting engineer and the chief engineer told them.

Q. And all the other estimates are in the same form as the one now produced, exhibit (JS 21)?—A. They are all in the same form.

And further deponent saith not.

And I, Thomas P. Owens, one of the official reporters of the House of Commons, sworn stenographer in this case, certify that the above is a faithful transcript of my shorthand notes of the evidence of the above named witness.

QUEBEC, 29th September, 1892.

HORACE JANSON BEEMER, Esq., of the city of Montreal, contractor, being duly sworn, deposed as follows:—

Examined by Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Mr. Beemer, you have been sworn in this matter?—A. Yes.

Q. You are a Railway Contractor I think?—A. Yes, sir.

Q. You have considerable experience in that business, have you not?—A. Yes, I have been a good deal of time in it.

Q. I think you were the contractor for the building of the Quebec and Lake St. John Railway?—A. For the largest portion of it, yes.

Q. When you say the largest portion of it, what do you mean?—A. I mean from Lorette, northward, to Roberval.

Q. Is it not from St. Raymond?—A. I should say from St. Raymond. I beg your pardon.

Q. Northward to Roberval?—A. Yes.

Q. And then from Lorette into Quebec?—A. Yes, there was a portion of the old road that was built, and we abandoned a portion of that road connecting with the Canadian Pacific Railway and made a diverging line into the city of Quebec.

Q. Now, when did you enter into the contract for the building of that road, Mr. Beemer?—A. In July, 1883.

Q. That was with the Quebec and Lake St. John Lumbering and Trading Company?—A. Yes, sir.

Q. Had you, before entering into that contract, made a close examination of the work?—A. No, sir.

Q. You did not?—A. I did not.

Q. What did you base yourself on in entering into that contract?—A. It is a long time since it took place, I was anxious to build the road, and had great confidence in the directorate, I had a strong belief that the country wanted the road built, and I thought I was the man to carry it out, and I went into it.

Q. But did you inquire as to the resources you were going to have for building it?—A. I did.

Q. But did you not enquire in any way as to the cost you would incur in building it?—A. Well, yes, I looked into the cost, but that don't cover the ground at all.

Q. Surely you did not enter into the contract absolutely in the dark, and you did not know what you were going to build; what means had you of

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knowing the nature of the work?—A. I simply had the reports of the engineer who had been on the line.

Q. What engineer?—A. Mr. Cadman had made a preliminary survey with the other engineers.

Q. With Mr. Light?—A. Well, Mr. Light had charge of the work as Consulting Engineer, I believe, and Mr. Scott had figures for some 40 miles, and I would say approximate sums for the balance of the line, too. The line was not located, it was simply a preliminary line.

Q. Now, Mr. Beemer, did you, at that time, make in writing any estimate of the cost of building it?—A. No, sir.

Q. You did not?—A. No, I took it by the mile, I took all cash subsidies, all the lands and all bonds, and everything but the stock.

Q. Everything but the stock to be your property absolutely?—A. Yes, sir.

Q. How much subsidies had at that time been granted for the building of the road?—A. I do not think I can give you that answer exactly. There was a certain subsidy granted by the city of Quebec, of \$450,000, I believe, and there was a subsidy from the Dominion Government of \$3,200.00 per mile, if I remember correctly, from St. Raymond for 145 miles and then afterwards there was a subsidy which was not granted at the time. Then there was the Provincial Land Subsidy of 5000 acres per mile, for 170 miles—I am speaking from memory.

Q. Was there a cash subsidy from the province as well?—A. Five thousand dollars cash, 5000 acres of land per mile.

Q. You knew, at that time, that the land subsidy was subject to be converted into cash at a certain rate?—A. No, I did not know anything of the kind.

Q. However, that was converted into cash afterwards?—A. Eventually.

Q. At what rate per acre?—A. At the rate of 70 cents per acre, 35 cents to be paid in cash.

Q. How much would that make; would you be good enough to count up; then, you had the bonds at what rate per mile?—A. \$20,000.00 per mile.

Q. Would you be good enough to say what that would total?—A. As I remember, 145 miles at \$3,200.00 from the Dominion Government, equals \$464,000.00. 170 miles at \$5,000.00 per mile from the local government equals \$850,000.00. 170 miles at 5000 acres per mile—850,000 acres, commuted 70 cents equals \$595,000.00 or at 35 cents per acre \$297,500.00; that makes altogether \$2,061,000.00 I had from the Dominion and local subsidies. I think I only got \$350,000.00 of the subsidy from the city of Quebec, and taking out that \$100,000.00 it would make \$1,961,000.00.

Q. That was all the cash that was in sight, apart from the bonds at the time you got the contract?—A. I think that is about it.

Q. Then you had the bonds?—A. Yes.

Q. There was a contract about the bonds, that 40 per cent of them were to remain as a deposit for the guarantee of interest, was there not?—A. I suppose there was a provision to that effect in the contract. The way I understood that clause is, that I am obliged to guarantee the bonds of the road.

Q. And to deposit in the hands of trustees 40 per cent of the bonds for that purpose?—A. No, it don't say that.

Q. What does it say?—A. There was simply \$12,000.00 of bonds retained in the hands of the company, until the bonds were guaranteed. I received \$8,000.00 of bonds per mile as the work progressed.

Q. So you had for the purpose of construction \$8,000.00 per mile of bonds?—A. Yes.

Q. Will you please add that up and see how much that would be?—A. \$23,700.00 per mile altogether.

Q. How many miles had you to bond?—A. The contract was first to build 175 miles, but it afterwards was 190.

Q. But the bonds were actually issued for 190 miles?—A. Yes.

Q. And of which \$8,000 a mile were available for building purposes?—A. Yes, as the work progressed. If I sold my bonds in the beginning of the work, I would have the whole amount, and the proceeds to apply to this work under the estimates of the engineer. I got no money otherwise than through the estimates of the engineer.

Q. But there was the provision by which part of the bonds was to be put into the hands of the trustees to guarantee the interest of the bonds?—A. I do not remember any such clause as that. There is a provision made for selling the bonds.

Q. And that provision is contained in the contract?—A. Yes, and then there is a provision for the progress of the work. I have not read the contract through, and I am not prepared to discuss it very much, further than what worked out in the practical result. The contract was not carried out, in fact the whole thing went on in a different way from what the contract stated.

Q. You have stated that you had certain funds under that contract at the time. Did you consider the resources which were transferred to you for the purpose of building that road sufficient to accomplish the work?—A. I did at the time.

Q. That is to say you thought that you could complete all that work for \$1,961,000.00 and the proceeds of the bonds?—A. Under the contract, yes; I considered that I could do it and I have done it.

Q. You said you had all the subsidies and bonds of the road as your property?—A. By the contract, they came to me when earned; they had to be earned first. There is a provision there that these bonds and subsidies had to be earned, and they were paid to me through progress estimates.

Q. But they were to be your property, no matter how much they should exceed the cost of the work?—A. It did not matter; it was simply included in the cost of the work, and my profits as contractor.

Q. The common stock of the road, where was that?—A. I had nothing to do with the common stock under that contract.

Q. Will you look at the contract exhibit (JS 2,) Schedule A, and say what was the object of attaching schedule A to the contract?—A. Well, that is always done in contracts; items and works cropping up which the schedule rate does not cover, and that is put in as a provision to cover that, so that the contractor cannot ask exorbitant prices for doing the work.

Q. That is what the engineer considers as fair prices for any extra work that may be done. Fair prices for any extra work or incidental work that is not embraced by the contract is covered by the scheduled rate?—A. Yes.

Q. Did you say that that was put in there to enable the engineer to make the estimate as to what should be paid to you for extras?—A. What may be paid for incidentals or extras, or coming under any heading which is not covered by these schedule prices.

Q. Did you not undertake to do the whole work, and did you not specially agree that in consideration of you having had transferred to you all the assets of the company, all the sources of revenue of the company, that there should be no charge of any kind for extras?—A. That is a very vague clause in the contract.

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Q. You admit it is there, though?—A. I do not know if it is.

Q. I would like a little better explanation of why you put the prices down when you take the work “en bloc”?—A. If you read the contract, you will see that it provides for it. I cannot point exactly to it. That is put in to enable payments to be made.

Q. To enable the engineer to estimate how much payment is due you?—A. Yes, progress estimates. The bill has to be paid monthly, and that is to enable the engineer to make out an estimate of the amount of money payable every month.

Q. I want to know from you, whether the prices mentioned in the schedule are fair and reasonable prices for the class of work it refers to?—A. Yes, some of them are fair and some of them are low, there is none of them high.

Q. I notice that there is attached to your contract, exhibit (J S 2), an approximate estimate of the quantity of work to be done; will you please look at it and say whether at the time you believed that estimate to be correct or to be approximately accurate?—A. I believed it to be approximately correct, that is as nearly as they could get to it at that time.

Q. That mentioned how much as being the approximate cost of the total work?—A. I think it foots up to \$2,940 here.

Q. And at the time you supposed, of course, that that was approximately accurate?—A. Well, as near as they could get it at that time.

Q. And without the sale of bonds you only had about \$1,900,000 to build the road with?—A. Perhaps I may say something which would open your eyes, of the cost of a contract exceeding very much the price stated in the contract; for instance, you have much cutting which appears to be earth on the surface, but it turns out to be rock, and it costs five or six times more than earth—it may turn out that, or hard concrete material which is even more expensive than rock—or foundation, which may be estimated to be ordinary foundation, may prove to be very unusual, and very difficult of construction, and all these incidentals are liable to come up in the contract, and they increase the cost. We have to take our chances.

Q. And I suppose a thing may be thought to be rock, and afterwards turn out to be gravel?—A. That very seldom takes place, because the rock is discernible; when it does show out, it is rock, and it is not underlaid with earth.

Q. So that your experience as a railway contractor would lead you to expect that the estimated cost of building the road would be largely increased?—A. Yes. I may give you one parallel case, and that is 14 miles on the missing link line between Peterboro' and Omema; the contract was for \$180,000, and it nearly doubled that price under schedule rate.

Q. You may be supposed to have anticipated at the time you passed that contract, that the sum of \$2,940,000 would be considerably exceeded?—A. I had no idea but that it would; I thought these rates here were as near to the mark as they could get it.

Q. How did you expect to build that road, which you expected to cost more than \$2,960,000; how did you expect to build it for \$1,961,000?—A. For \$2,961,000.

Q. Where did you expect the \$2,961,000 in cash?—A. Well, we expected to sell the bonds, and realize the money out of them.

Q. Did not you know that you could not sell the bonds of a railway until you completed your railway?—A. I know it now, Mr. Archibald;

but ten years ago, I did not know it—I have learned a good deal in that ten years.

Q. It seems to me that I see a clause in that contract that may possibly explain something; there is a clause there, which refers to the obtaining of further subsidies. Now, as a matter of fact, Mr. Beemer, did you not expect at the time of passing that contract, that it would be necessary to obtain further subsidies?—A. I believe it was necessary; I believe that the subsidies were given in a sort of irregular form, that is over a certain mileage of the road, and I had no reason not to expect that they would not be extended the additional mileage, and as we went along, we found it was very necessary to ask for more subsidies.

Q. At the time you passed the contract, did not you believe that you would require to get more subsidies?—A. Well, there is a clause in there, which binds the company to do everything they can to get subsidies, to use every reasonable exertion to get subsidies. I looked upon the Lake St. John Railway as a scheme which was for the benefit of the country at large. Canada is all long, and not wide, and I looked upon this railway as being necessary to get back into the country, and I believed that the people in charge of it were such that the road would be built; I had faith in the directorate, and faith in the country, and I laid my stake on that. I may have been a little more hopeful than cautious, but I was ambitious to build this road; I was to build it, and I may be more hopeful than cautious, as I say. Perhaps, if I had been a little more cautious, I would not have taken the contract.

Q. Seeing that you had faith in the country and faith in the people that governed the country, you would, I suppose, have faith in getting more subsidies?—A. Well, the road was worth it. The building of that road certainly had a claim upon the country for additional subsidies. It had a claim for the subsidies it had then, and for all the subsidies it received, and I say to-day that the opening up of that country, which is fit for the settlement of several hundred thousand people, contains good land. I have invested a large amount of money in that country; I say that the demands of that portion of the territory on the country at large required that the subsidies should be given to that road. Roads, of far less importance have been more largely subsidized, and under the principle of subsidizing railways I consider that the Lake St. John Railway had a fair right to be subsidized; I consider that it has not been subsidized according to its merits, because it goes along the Laurentian range of mountains, and is very difficult to construct.

Q. I do not doubt you, but what I want to arrive at is, whether at that time you expected more subsidies?—A. Ten years ago I did expect more subsidies.

Q. Will you tell me what reason you had?—A. Because there was mileage which had to be built implied under that contract, and which was not subsidized at all.

Q. But did not you expect to get additional subsidies upon the mileage on which you had already subsidies?—A. Well, in one case we did, for 95 miles, and that is the only case I remember.

By Mr. Fitzpatrick, of Counsel for Sir A. P. Caron:

Q. Did you not expect to get it?—A. I cannot say that I expected to get them, but we found the difficulties so much greater that the preliminary survey showed that we did not see any way to get through with the road. Our credit was not large enough.

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Q. You discussed at the time of entering into your contract, Exhibit (JS 2,) the question of getting additional subsidies?—A. Yes, for this additional mileage. You will see, I think, by the contract, that I was bound to go to deep water and bound also to go into the city of Quebec, and I suppose that clause in there was a consequence of a conversation in regard to these different points, and a general clause was put in in that way to cover it. I suppose that is the reason of it.

Q. You say that you discussed that ; now, with whom did you discuss it?—A. I discussed that with Mr. Scott and the members of the board of directors at a meeting—the contract I may say was discussed over a meeting of the shareholders, I suppose, as well as of directors.

Q. Can you mention some names?—A. I can mention William Withall, who was president at the time, the Honourable J. G. Ross, the Honourable I. Thibaudeau, and the Honourable P. Garneau.

Q. Did you discuss it with all the directors?—A. Well, there was a large number of them present, it was a large Board, I cannot remember exactly what occurred ten years ago, or with how many of them I discussed it.

Q. I do not want all that passed at the board meetings?—A. Well, they went through that contract clause by clause.

Q. But the contract I presume was prepared before that, and was the result of previous discussion?—A. No doubt of that.

Q. Had you not, before the passing of that contract, stated to the board that it would be practically impossible to build that road without additional subsidies, or did you not state it to some members of the board?—A. I do not think that I did, because we were calculating at that time largely on the selling of the bonds, which we found out, owing to the changes in the financial horizon, we were not able to do. After we got to work, we had to make a different plan of operation, and we worked along as best we could, on the means at hand ; that is how we built the Lake St. John Road. We went on economizing and cutting down. I never want to build another one like it.

Q. I presume you are well acquainted with Sir A. P. Caron?—A. Very well acquainted.

Q. You knew he was a director of the company with whom you contracted?—A. I think I did.

Q. Did you discuss the matter with him?—A. Never.

Q. Never discussed it with him?—A. Never discussed the question of the contract, or the wherefores of the work at all. In a general way, I might have spoken with him about the contract, but I never talked to him about any question of details of the contract.

Q. Never any question of subsidies?—A. Never, except when we went to Ottawa to ask for subsidies ; we always went to Sir A. P. Caron, as the representative of the Quebec District, and to Sir Hector Langevin. Generally we went to Sir Hector Langevin and then to Sir A. P. Caron, because we did not pass over Sir Hector Langevin.

Q. But all your discussions with the gentlemen was upon the capabilities of the country for supporting millions of inhabitants?—A. Yes, and the benefit it would be to the province at large and to Quebec city.

Q. And no question, you say, was ever raised between you as to the necessity of acting, further than the general question of the necessity of more subsidies, between you and Sir A. P. Caron?—A. No, sir. For instance, a discussion came up in regard to the subsidies to the road for a certain mileage into the city, which had never been granted by the Dominion Government,

that was one point of the discussion; then about the subsidies that we got from the sixtieth to the eightieth mile along the Batiscan River. We found then that the cost was enormous, and that it was impossible to go ahead without something, and we were stopped in fact, and that was under discussion. The discussion was as to subsidizing between certain points. Then additional subsidies have been given for the first short distance going out along the lake beyond the 175th mile. I cannot remember now what subsidies these were.

Q. About what time did this discussion of which you have spoken take place?—A. Well, I cannot tell you from memory, but I think that the question about the subsidy for the 95 miles was something about 1886, or 1885, or along there.

Q. It was in 1886 that the subsidy was granted, was it not?—A. I cannot tell you the date, but I say somewhere about that period.

Q. Will you explain as closely as you can what was the nature of the discussion between you and Sir A. P. Caron about that subsidy in 1886?—A. I cannot, I never had any private conversation with him.

Q. Did you say that you discussed that matter with him?—A. I have, but I have discussed it with others as well.

Q. But with him?—A. Not with him personally. I may have incidentally talked to him about the Lake St. John Railway contract, but not with Sir A. P. Caron alone, because we always went on deputations to Sir A. P. Caron. I may have spoken to him when meeting him as to something about what he thought could be done, but we never went into any details or into the subject, more than incidentally speaking, unless a deputation went to Ottawa, and there were three or four of us together.

Q. Do you remember the circumstances connected with the deputation that visited the Government in relation to that subsidy of \$1,961 per mile, for 95 miles?—A. No, I do not. I know there was such a deputation.

Q. Do you remember that you called on Sir A. P. Caron at Ottawa?—A. I think we did, but the incidents relating to it I do not remember. I know we called on Sir Hector Langevin and I know we called on Mr. Chapleau, and, if my memory serves me right, Sir Hector Langevin and Sir A. P. Caron, and Mr. Chapleau, and other members were with the deputation when we waited on Sir John A. Macdonald. They introduced the deputation to Sir John A. Macdonald.

Q. You say that the deputation when it went to Ottawa, first called on Sir A. P. Caron or Sir Hector Langevin?—A. Yes, we called on different ministers; they would call on different ministers, of course.

Q. Why did you not call on the Minister of Railways direct?—A. Well, he was always called upon.

Q. But not first?—A. These gentlemen were representatives of the District of Quebec and they were generally seen first, and then they accompanied us to the Minister of Railways.

Q. Now, do you remember when deputations went up to Ottawa, when they called on Sir A. P. Caron, whether you explained to him the nature of your demand and the reasons for it?—A. Well, that is generally done, but I do not remember the details of it.

Q. Now, did Sir A. P. Caron go with you to visit the Minister of Railways?—A. I am not positive with regard to that.

Q. Have you any doubt of it?—A. I cannot say whether he did or whether he did not.

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Q. Did he support your claim?—A. Oh, yes, he was in favour of it. I have always found him in favour of anything that tended to benefit Quebec and the prosperity of this province.

Q. Now, the clause of your contract which refers to this additional aid, is as follows: "The company further undertakes to use every diligence and effort in their power to procure additional Government and Municipal subscriptions or subsidies for the benefit of the contractor, and to do all and every thing of that nature in as energetic a manner as though the Company were building the road, and more especially to endeavour to procure the following" and then there are several subsidies referred to. Now, who was to bear the expense of all these endeavours that were to be made for the purpose?—A. There were never any charges made against me, further than my own personal expenditure, that is what I had to expend.

Q. Did you expect that the company should be at the expense of all the demands that should be made for the purpose of getting these additional subsidies?—A. Well, most of these subsidies had been asked for previous to this contract, and it was simply following up in the old line; your reading of that clause refreshes my memory in regard to that; there had been applications made previously, and these subsidies were expected by the company; and of course I had to do something to, so I thought that it was necessary that they should use every endeavour; that was the outcome of that clause and of the different discussions in regard to these different points of the contract; you know it is ten years ago and my memory has become defective; I have not bothered with that contract, I have had my work to do, and did not bother about it, until some point came up, and I looked into it. There is a terrible amount of literature in that contract to go over, and I never bothered myself about it, as I had plenty to do to build the road.

Q. You, no doubt, expected that this company would have a certain amount of influence to assist you in getting more?—A. I did, as I told you at the start; I had great confidence in the company and in the directors, as being representative men of the District of Quebec, and men who would use every exertion to build that road. They did not go into it for play, or diversion, they went into it to build the road for the benefit of the country and I had perhaps more faith in them than perhaps I should have had; perhaps I was a little bit enthusiastic.

Q. You were aware at the time that Sir A. P. Caron was a member of the board of directors?—A. I did not look upon that in any degree of importance at all.

Q. Do you say you do not think he would have any more influence than anybody else?—A. I did not say that, but I look mainly to the board. I knew he would do whatever he could.

Q. Whether for the benefit of the country or not?—A. For the benefit of the country and for the road too. I have always found him act in that way, throwing aside his own personal affairs to benefit the country at large.

Q. Had you any private conversation concerning this matter with Sir A. P. Caron, that is, concerning the subsidies?—A. I do not remember that I ever had; that is what we might call private conversation.

Q. I mean to say conversation between you and Sir A. P. Caron, whether it is private or not private?—A. I may have seen Sir A. P. Caron when he was alone, I cannot say as to that. I do not remember all these meetings.

Q. Do you remember ever going to Sir A. P. Caron to solicit his influence in getting subsidies when you were not in company with anybody else?—A.

It must only have been in dealing with some general result which was decided on by the board and Mr. Scott, simply action in consort with the directors and the board of the company—never on my own private account at all.

Q. Never on your own private account?—A. No, not in regard to the Lake St. John road.

Q. Never to promote, as far as you knew how, the granting of further subsidies?—A. Except such as were endorsed by the company, and such as were first inaugurated by Mr. Scott.

Q. Such as were deemed necessary by the company?—A. Yes.

Q. And by yourself as the contractor?—A. Yes, and such as had been previously discussed by the company. Mr. Scott was always in advance with his demands, he is a very good secretary.

Q. I notice that a good many petitions were made?—A. Yes, Mr. Scott made them all, I never made any petitions.

Q. Did you not furnish him with materials on which to base the petitions?—A. No, he did not want anyone to do that.

Q. Was Mr. Scott ever over the road?—A. Oh, yes; I do not know that he went over the location more than I did; the first time I went to the end of it was on a locomotive.

Q. Now, I have asked you, Mr. Beemer, whether you had ever personally seen Sir A. P. Caron in reference to these matters, and in regard to the subsidies and so on. Did you ever request anybody to see Sir A. P. Caron and to make any representations to him on your behalf, concerning these subsidies?—A. I do not remember, I may have done so, but while I do not remember it, I may possibly have asked some other Minister to say something in regard to these subsidies to the Minister of Railways; but I do not think I ever asked them to see Sir A. P. Caron, because I knew that Sir A. P. Caron would do everything in his power that was reasonable to get the assistance for the road, that was asked for by the company. I felt he would always do that, because he has always shown the utmost endeavour to do anything of that kind; he has always been ready to work for the interest of the country.

Q. What I mean, is, did you ever charge any mutual friends of the Minister, perhaps a member of the Board of Directors of the Construction Company, to see Sir A. P. Caron?—A. I do not think so.

Q. I wish you would give a little more positive answer to that question?—A. Well, I gave you the best answer I have at my command; you don't want me to tell you something I am not sure about.

Q. Did you ever urge any reason outside of the needs of the road and the fair demands of the district for the granting of subsidies to the road?—A. No, sir; emphatically no.

Q. For instance, did you ever in any way suggest that it might be for the interest of a political party in Quebec?—A. No, sir, I am not a politician.

Q. You are not a politician?—No, sir, I am not a subject of Her Majesty, I am a resident, doing business here, on a commercial basis, and as such, mind my own business, and don't interfere with politics. I allow my men to vote as they please, and never made any enquiries of them.

Q. Then, Mr. Beemer, I conclude that anything that would have a political appearance on the face of it, that you might do, would be governed by financial considerations?—A. I do not know as to that.

Q. Well, if you have no politics, I suppose you would have to have some other interest?—A. In everything I did in regard to the carrying out of this

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railway, of course financial figures largely entered—the finances bothered me on many occasions.

Q. But the question which I asked you was this, that if there is anything that appears to be done for political motives, it would in reality be done from financial motives, that is what you mean?—A. I do not understand that.

Q. Any money which you put up in political matters, you would consider it as an investment?—A. I do not know, I never stopped to consider very much about these matters.

Q. You say you are no politician, and have no interest, one side or the other?—A. Yes, but I do not exactly understand your question; if you would get right down to the point, I might be able to say.

Q. You have said you are no politician, and not a British subject, and you have no interest in politics?—A. You were speaking then of inducements to Sir A. P. Caron, and that was in answer to a previous question which you asked me.

Q. Do I understand you then to say that you are a politician?—A. No, sir.

Q. That you are interested in politics?—A. No, sir, I am not.

Q. Then you are interested in your finances?—A. In my own affairs, that is all. I am a contractor, I build railways and so forth, and I try to carry out my undertakings in an honest, upright way; I pay my men, and I don't allow any men to go around the country screeching that they are not paid, if I can help it.

Q. Then you have no particular friendship for either political party, is that the case?—A. Well, I may have my personal regards for individuals—is that what you want to get at?

Q. Suppose, Mr. Beemer, just for a moment; suppose that you had subscribed to a political fund, to obtain the election of members on either side, would we consider that was done, not because you wanted these particular members elected, but because you wanted to make money; what would be the motive of that subscription?—A. Do you want to understand the principle upon which I would subscribe, if I had subscribed.

Q. Just so.—A. Well, I will tell you. I am to-day carrying on undertakings running into the millions in the Province of Quebec, and do you think that a change of Government is beneficial by that condition of affairs?

Q. Perhaps not.—A. That is all I have got to say; what would you do in that case?

Q. Well, Mr. Beemer, if you should subscribe to a political fund, you would always subscribe on the Government side, is that it?—A. I might make a reservation, I do not know, if there was anybody that I particularly admired.

Q. Well, Mr. Beemer, you have stated that you expected to receive at the time you passed your contract, out of the subsidies thus voted, \$1,961,000 and subsequently you did receive these subsidies, did you?—A. I suppose they did, I never received any subsidies direct, I always received the proceeds of my estimates; you see these subsidies were given on one assumption in the contract. Then a different mode of operations was carried out eventually; first it was decided that I should take the road, and work the road, but that was never done; that was changed, and the result was that, not being able to sell the bonds, we had to adopt a different course of procedure, and had to get money as best we could; that embodied financing, which I did through Messrs. Ross & Company, by transferring the subsidies to him. Mr. Ross

advanced me on my progress estimates and ran his chances of getting the subsidies.

Q. Well, you have mentioned these amounts as subsidies?—A. They are accounted for in the statement.

Q. After that there were certain other subsidies granted, were there not?—A. Yes.

Q. What were these other subsidies?—A. I do not remember.

Q. There was, I think, \$1,961 per mile for 95 miles?—A. Yes.

Q. And there was \$30,000 for the St. Charles bridge?—A. Yes.

Q. And there was \$3,200 for 12 miles, from Lorette to Quebec?—A. Yes.

Q. And there was \$96,000 for 32 miles from the junction of the Canadian Pacific Railway to St. Raymond?—A. Yes.

Q. There was a subsidy for 9 miles additional mileage at \$3,200 a mile?—A. Yes.

Q. I think there was \$2,200 per mile, for 30 miles of the Chicoutimi branch?—A. That is not under this contract.

Q. Without the Chicoutimi line, that amounts to \$379,495; now, what did you do, as a matter of fact, with these subsidies?—A. They were transferred to the Honourable James G. Ross, as I told you previously.

Q. Doing business under the name of Ross & Company?—A. Yes, Ross & Company.

Q. I think there was one payment, was there not, to yourself, possibly that is the first payment of the Dominion subsidy?—A. It might have come through the company, I never drew any subsidies from the Dominion Government.

Q. That payment came through the company?—A. Yes, I think the first payment came through the company.

Q. Do you know what that amounted to?—A. It was not much, there was a portion of the contract between St. Raymond and Lake Simon, ten miles, which was partially built, which I completed, and that has reference to one of these subsidies, I think, and if my memory serves me correct, Mr. Scott or the company drew that, and paid me some portion of it.

Q. Is that the contract with McCarron & Cameron?—A. Yes, sir, that is in the beginning, in 1883.

Q. After you entered into your contract with the Construction Company, you undertook to see that McCarron & Cameron would complete their contract?—A. Yes, so far as the contract undertook to do it.

Q. Did you actually undertake their work and let them go?—A. Yes, I had to do a certain proportion from where they left off, I had to finish it up.

Q. They did not do any work after you passed your contract with the Construction Company?—A. Yes, they worked along for some little while.

Q. Working for you?—A. No, for the company under their contract, they built it to a certain amount.

Q. Did you pay them?—A. The company paid them.

Q. You undertook to pay under your contract?—A. Oh, well, it went through the company's hands.

Q. Some of the subsidies were kept back from you to pay McCarron & Cameron?—A. There were certain subsidies that the company used, and which I had to account to them for this purpose.

Q. I want to know what subsidies you actually got out of this?—A. Mr. Scott has given you that, he has all the figures at his hands, I never went into them.

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Q. Were all the subsidies transferred to Ross : Dominion, provincial and city of Quebec?—A. Well, I cannot say as to the city of Quebec, I think these bonds were handed to me, and I negotiated them ; Mr. Ross may have had something to do with it, he may have had some of them. I am not certain, but I had to negotiate these bonds.

Q. Well, you got always certain financial assistance from Ross in consequence of these transfers?—A. Yes.

Q. In the account between you and Ross, did you make any distinction between the amounts ; Mr. Ross advanced to you on Dominion subsidies or on Provincial subsidies, or on any other collaterals which he held, or did you just keep one account?—A. I think he advanced me on different accounts.

Q. I want to know how they are entered in your books, that is your account with Ross and Company?—A. I think there is an account between Ross and Company and myself. I do not pay much attention to my books.

Q. I ask is there one account or are there two or three or four accounts referring to this?—A. I cannot say how many there are.

Q. Don't you know what your books contain?—A. I do not know much about them. I have something else besides my books to attend to ; the thing that interests me is the balance of my cash in bank, and where the money is coming from to pay the men.

Q. I suppose your book-keeper will know that?—A. I suppose so.

Q. What is your book-keeper's name?—A. Ernest Wurtele.

Q. Have you any reason to believe your books contain a separate account, as between the amount advanced on Dominion subsidies and those advanced on Quebec subsidies?—A. I have no reason to expect that, I suppose the Quebec subsidies, so far as they refer to Mr. Ross, must show different in his account.

Q. Will you please state how advances of Mr. Ross were made, what was the process by which you obtained the money?—A. The process is this : monthly estimates were rendered by the Chief Engineer of the work and attested by the Consulting Engineer. That was handed to me monthly, and I would take these to the board, which passed these estimates, and certify that they were correct, and that I was entitled to this payment. I would then go to Mr. Ross, and he would advance the money.

Q. But I want to know how he advanced the money?—A. He advanced it either by giving me his note, which I took to the bank and discounted, or sometimes he would discount it himself, and give me the proceeds of the discount if he happened to be a little flush of money.

Q. Are you quite sure of that, Mr. Beemer?—A. I am very sure of it, there was no other process. I am perfectly familiar with that part of the book-keeping.

Q. When you say that Mr. Ross would give you his note, do you mean to say that he would make his note payable to your order?—A. I mean to say that Mr. Ross would make the note payable to Mr. H. J. Beemer or order.

Q. Is it not rather that Mr. Beemer made his note payable to Mr. Ross?—A. That is not my recollection.

Q. I suppose your account will show that?—A. I suppose so. My memory is that it was Ross & Company signed the notes to my order.

Q. Then you took the notes to the bank, and endorsed them, and got the money out of the bank?—A. Yes.

Q. What bank did you go to?—A. The Quebec Bank, principally.

Q. And then you paid the note when it became due, I suppose?—A. The note would be paid when he received the subsidies, the subsidies were transferred, and he would receive them and credit my account with them.

Q. He would credit your account with the subsidies?—A. Yes.

Q. And would pay the note in the bank or would you pay it?—A. Mr. Ross would do it.

Q. Out of the subsidies?—A. I do not know what he paid it out of, he took it up when it became due, whether he had the subsidies or not; at times the Dominion subsidies were difficult to get paid.

Q. You appear to say that you never gave any of your notes to Ross & Company?—A. You asked me a particular question, you asked me as to the mode of getting my advances from Mr. Ross, for the purpose of carrying out this work, and I have answered you.

Q. But I want to know whether or not you did give your notes to Ross & Company?—A. Not as I remember, for the Lake St. John Railway business.

Q. If the business was conducted as you state, the notes, when paid, would fall not into your hands, but into the hands of Ross & Company?—A. Yes.

Q. You have been asked to produce any notes which you have relating to this business. Have you searched among your papers, to see whether there were any notes signed by yourself?—A. No, I have not searched, because I thought the arrangement made here the other day in reference to the accountant was to facilitate that matter.

Q. There were no arrangements except that Mr. Plimsol was to have access to your books, and I do not think he has been given an opportunity of seeing the notes?—A. What notes would you have reference to in regard to this business.

Q. I want to know whether you have searched for the notes given by you?—A. I have had a great many transactions with Mr. Ross. Do you want to get into my private matters?

Q. My instructions are that your method was to give your note, it would be endorsed by Ross & Company, and it would be carried to the bank and be discounted by yourself?—A. Who informed you of that?

Q. That is the "modus operandi" which I have been informed took place, and I want to know if that is the case?—A. I do not know, I may be wrong, but I do not think so; that is my impression.

Q. Supposing that that was done in some cases these notes would be in your possession?—A. Yes.

Q. And you have not looked for them?—A. The usual mode, as I remember, is that I have often got the notes myself, and they are always signed Ross & Co. to my order.

Q. And then you would take them and endorse them?—A. Yes, take them to the bank, discount them, and get the money. Sometimes Mr. Ross has facilitated that part of it a little bit, because he was a member of the board of directors and president of the bank during his lifetime, and pretty nearly all the time of this contract, and the discounting of it was no trouble.

Q. You say that you never heard at all about these notes after they were given by Ross & Company?—A. They were taken up by Ross & Company.

Q. You did not need to pay any attention to them?—A. Mr. Ross has done a great many things for me, and that was always his operation. If he had not any subsidies, he took up these notes out of his own money.

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Q. When you were examined here the other day, you stated you were in the possession of a long statement of account between you and Ross & Company, have you got that?—A. I suppose so. As far as the Lake St. John Railway is concerned I do not know anything about it.

Q. Was there any contract between you and Ross & Company with reference to your financial arrangements?—A. Well, there was a notarial agreement drawn up by the company, under the supervision of Mr. Scott.

Q. Between you and Ross & Company as to your advances?—A. The notary always drew up these agreements in connection with the transfer of the subsidies, and that agreement I presume exists, in the possession of Mr. Scott.

Q. But what I want to know is whether there were any agreements between you and Ross & Company, regarding your financial arrangements?—A. Each time there was a transfer made, there was an agreement between Messrs. Ross & Company and myself.

Q. Was there any agreement between you and Ross & Company, with regard to financial assistance given you?—A. Yes, I have explained that.

Q. Was it in writing?—A. Yes.

Q. Where is it?—A. I presume Mr. Scott has them, or the notary has them.

Q. We have here certain transfers of subsidies to Messrs. Ross & Company. Does this include the whole written agreement that was between you and Ross & Company with regard to the matter?—A. There is an agreement between Mr. Ross and myself, personally, I think, as to the conditions of the advances. The transfers were made, and the agreement was made by a notary.

Q. I want you to produce the agreement that was between you and Ross & Company, regarding his conditions of advancing money to you, have you got it?—A. I do not know whether I have got it or not ; I will have to go to the notary and get it ; I suppose you will bear the cost of it ; I think we have copies of this agreement ; if we give you an account of the subsidies, I do not know why you should know the conditions on which Mr. Ross made advances.

Q. Mr. Beemer, you do not seem to be very certain whether you gave notes or whether Ross & Company gave notes?—A. I am quite certain in my own belief that there never has been any departure, other than that I have spoken of, as to notes appertaining to the Lake St. John Railway construction for advances to that road.

Q. That is to say, that Ross & Company always gave their note, which was endorsed?—A. Yes.

Q. You have a bill book?—A. Very likely.

Q. In that bill book would be entered the notes which you endorsed as well as those you made?—A. I suppose so.

Q. Will you please produce that book?—A. Yes.

Q. Mr. Beemer, are you in the habit in your bill book of entering the purposes of any note so granted by you?—A. I cannot say ; I do not think so ; I have not looked into my bill book for years.

Q. I presume you took your notes out of the blank books for notes which have stubs attached to them?—A. I cannot say as to that.

Q. Well, did you or did you not?—A. I may say that I cannot say from memory whether they keep such a book.

Q. Have you got the stubs of the notes which you have been in the habit of issuing in connection with the Lake St. John Railway?—A. I may have.

Q. Well, if you have these stubs, would these stubs contain any information relating to the causes for which the notes were issued?—A. It might, I believe.

Q. I want you to bring any stubs of notes you may have concerning matters connected with the Lake St. John Railway or the financing for it?—A. I will.

Q. Have you any private account relating to contributions for election purposes, and if you have any book or document concerning same, I would like you to produce any document of that kind?

COUNSEL for Sir A. P. Caron objects to the form of question on the ground that it is irrelevant.

Question withdrawn.

By Mr. Archibald, Q.C., for the Crown:

Q. Is there any book or paper or document kept by you, in which are entered accounts of payments or subscriptions made for election purposes, to be used to secure the election of Sir A. P. Caron, or any of his supporters in the Dominion House of Commons, for the period between the years 1882 and 1891.

Mr. FITZPATRICK, of counsel for Sir A. P. Caron, objects to the question on the ground that by the terms of the reference, this commission is to inquire into the payment out of subsidies granted by the Federal Parliament, or out of moneys raised on the credit of these subsidies. All sums of money for election purposes, to aid in the election to the House of Commons of the said Sir A. P. Caron, and other members and supporters of the Government of which he was a member,—such a question as put here, he contended, did not come within the terms of the Commission.

Mr. ARCHIBALD, Q.C., of counsel for the Crown, amended the question as follows:—

Q. Is there any book or paper or document kept by you in which are entered accounts of payments or subscriptions made for election purposes, to be used for the election of Sir A. P. Caron, or other members of the Government of which he was a member, for the period between the years 1882 and 1891?

Mr. FERGUSON, of counsel for Sir A. P. Caron, objects to the question, with reference to subscriptions by the Lake St. John Railway or Construction Company for election purposes. He directed their honour's attention to the wording of the Commission, after reciting the charges made with reference to this matter against the Postmaster General, amplification to these charges in the speeches of certain honourable members of the House, he said that if the Commission proceeds to declare that it is advisable to make a certain inquiry, without following the charges referred to in paragraphs one and two, which are matters of introduction, as to the voting of the subsidies, we come to the third clause, which is the most important one. With reference to this paragraph, he asked what evidence it would be permissible to produce. Evidence, he held, would be admissible to show how these subsidies came from the Government, where they went to, and how they were disposed of, what the work cost, whether the subsidies were more than sufficient, or were necessary for the construction of the work, and how these subsidies were appropriated, and whether the object of Parliament in voting them was carried out. He claimed that evidence for contributions for political purposes without connecting them with the Federal subsidies, was inadmissible.

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Mr. ARCHIBALD, Q.C., of counsel for the Crown, pointed out that the subsidies were paid from time to time to Ross and Company as assignees of Beemer, it would then be proper to show what became of these in the hands of Ross and Company.

He contended that the only effectual method of thoroughly sifting the whole matter by first finding out what Ross & Company and Beemer, in whose hands the subsidies were, subscribed for Dominion elections during the period named, leaving it to be afterwards proved that such subscriptions were paid out of subsidies which instead of being paid for the purpose of the construction of this railway, were paid out for political purposes. The evidence so far was that the money went into the hands of Ross & Company and that Mr. Beemer, with the exception of a comparatively trifling sum (the disposal of which was shown in the evidence of Mr. Scott) received none of the moneys. If it could be shown that Ross & Company, instead of paying these subsidies on the estimates of the Engineer, for the construction of this railway, which was the proper application of them, applied these moneys for election purposes, or that Beemer had got these moneys and that he applied them to election purposes, this would be pertinent evidence.

Mr. FERGUSON, in reply, submitted, that neither in the first clause of paragraph three, nor under the second, namely, that Sir A. P. Caron got these moneys himself for election purposes—was this evidence in support of either of these paragraphs, that Beemer or somebody else subscribed to the election. The Commission, he contended, had no right to hoe into the general examination of what Mr. Beemer chose to do, so far as elections were concerned, apart altogether from the question as to whether or not he appropriated moneys for election purposes out of this particular fund. Except in so far as the appropriation of the subsidies from the Federal Government were concerned, there was no right to enquire into the dealings of Mr. Beemer at all, the Commission had no right to enquire as to the private subscriptions of Mr. Beemer or any other witness. He submitted that Your Honours were strictly bound by the terms of this Commission, and that the question was altogether outside of the inquiry.

Mr. JUSTICE ROUTHIER, Commissioner.—I think, really, it is the same question that has already been decided by this Commission to be relevant to the inquiry.

Mr. FITZPATRICK, Q. C., of Counsel for Sir A. P. Caron, argued in the same line as Mr. Ferguson, Q. C., and contended that the question was irrelevant. He said: Mr. Beemer is prepared to produce Mr. Ross's account, and his own account, and the construction account, and any account connected in any way with the construction of this road.

Mr. JUSTICE ROUTHIER, Commissioner.—There is no question of the account of Mr. Ross in the question before the Commission.

Mr. JUSTICE ROUTHIER, in giving his decision as to the relevancy of the question, said "According to the wording of our Commission it is alleged that Sir A. P. Caron entered into a conspiracy with the Quebec and Lake St. John Railway Company, or the Construction Company of the said railway, or H. J. Beemer, to divert the subsidies received by them from the Dominion Government for the construction of the railway, from the purposes for which they were granted, and to misappropriate them for election purposes; and we are requested to enquire into that allegation.

Now, it has been proved that the subsidies referred to have been transferred by the said company to Beemer, so that they must have been paid to Beemer himself, or to his assigns.

Of course, to support the charge preferred against Sir A. P. Caron, it will not be sufficient to establish that Beemer made subscriptions to secure the election of Sir A. P. Caron, or of his supporters in the House of Commons. It will be necessary to show that those subscriptions came out of the said subsidies, or out of moneys raised on the credit of the same, and that it was known or ought to have been known by Sir A. P. Caron.

But the first step for the prosecution is to show that in fact subscriptions were made by Beemer for the said election purposes; and then the Crown shall have to prove that the sums subscribed were diverted from the subsidies. The decision of this last point must not be left to the witness. It will be inferred from the circumstances and acts that will be established, and the House of Commons shall have to pronounce finally upon that.

It is contended by the defence, that to come within the scope of this inquiry, the question ought to be put in the following, or similar shape: "Have you made subscriptions for election purposes out of the subsidies granted, or out of moneys raised upon the credit of the same?" If such contention were correct, the witness, who was really one of the accused parties, would be his own judge, and pronounce, himself, upon the legality of his doings. But, then, this enquiry would be a comedy, and it would be as well to ask the witness whether he is guilty or not guilty, and to go no further. It is contended also that it is hard and unjust to oblige a business man to bring his books here and make his private affairs known to the public; that such a proceeding would ruin his credit. Of course, I do not wish to come to such extreme ends, and we are willing to do our best to prevent such inconveniences. Once brought before the Commission, the books will not be open to the public, but will be examined by the lawyers on both sides and the Commissioners, to find out what entries in these books may be relevant to the subject matter of this enquiry, and then an extract of those entries could be made and filed, and the books given back to the witness. But suppose there be some inconvenience in such a proceeding, it must not be forgotten that very often private interests are to be sacrificed to public good, and in all cases where fraud is alleged before the courts, parties are often bound to bring their books and statements of their debts, liabilities and assets. It may sometimes be a great inconvenience to them, but it is necessary to the end of justice. A case of conspiracy may be assimilated to a case of fraud, and the evidence to be adduced is usually circumstantial in both cases. We understand that the question objected to is only preliminary, and we believe it is legal in its present shape. If there are such accounts as those mentioned, they should be produced for the examination of the Commission. Mr. Beemer is not an ordinary witness unconnected with the payment of subsidies. He is closely connected with such payment, and we are entitled to enquire into his doings in this matter. The terms of our commission are very broad, and we must try to find out whether the charges therein mentioned are true or false. The objections to the question must be over-ruled.

MR. JUSTICE TAIT said that he fully concurred in what had been stated by his learned colleague. Mr. Beemer, as contractor for the building of the road, stands in a different position towards this enquiry than a person entirely unconnected with the railway would stand, and considerable latitude must be allowed in examining him. He built the road, and as part consideration for

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so doing received a transfer of all subsidies. He is referred to in paragraph 2 of Mr. Edgar's charges as receiving the benefit of the subsidies, and Sir A. P. Caron is charged with diverting subsidies by receiving for election purposes from Beemer large sums out of them and out of the money raised on the credit of said subsidies. Mr. Beemer, having a right to all subsidies voted or to be voted, was deeply interested in securing all the aid he could to obtain additional subsidies. He is put in the same relation to Sir A. P. Caron by paragraph 3, of amended charges, as the Railway Construction Companies. It appears to me it would be competent to ask the proper officers of these companies if the companies had paid money for election purposes during the period mentioned in the Commission, and whether an account was kept of such subscription, as preliminary to the inquiry, whether they came out of Dominion subsidies or were advanced from other funds and were subsequently recouped from subsidy money. We must try and trace these subsidies and I think this question may be asked with this object in view. As a matter of fact, a somewhat similar question was allowed to be put to Mr. Scott.

(The question was repeated.)—A. There is no account in any books that shows diversion of moneys out of the subsidies to the Lake St. John Railway.

Q. Is that your whole answer, Mr. Beemer?—A. Yes.

Q. I must request you to answer the question more fully. Please listen to the reading of the question above put, and answer it as it stands. 'I want a precise answer to that question, Mr. Beemer?'

(Question read.) Is there any book or paper or document kept by you in which are entered accounts of payments or subscriptions made for election purposes, to be used for the election of Sir A. P. Caron or other members or supporters of the Government of which he was a member, for the period between the years 1882 and 1891?—A. I have such an account, but it refers to my private matters. It is my private account. Any subscriptions of that kind are out of my private fund.

Q. Will you produce before the Commission the accounts referred to in your last answer?

Production of accounts objected to by counsel for Sir A. P. Caron.

MR. JUSTICE ROUTHIER.—The account must be produced and shown to the Commissioners and it then will be seen whether it is relevant or irrelevant to the issue. If it is not relevant, it will not be admitted or made public. The witness states there is such a book in which he keeps this account and that book must be put before the Commissioners for their examination. If the witness is allowed to say that this or that affair is private, there is no possibility of going fully into the enquiry.

MR. JUSTICE TAIT expressed the same opinion.

A. (Mr. Beemer.) I mean by my last answer that I have an account of political subscriptions which are not, however, for any particular person's election. It is to the party campaign fund; that is all I ever subscribed. I did not understand that the latter part of the question put to me had reference to Sir A. P. Caron specially, I was only speaking of the account.

Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Have you got that account here in court?—A. No, sir.

Q. You better have it sent for at once, then?—A. Do you want the book?

Q. I want that account to be produced.

It was ordered by the Commissioners that the book should be produced.

The further examination of the witness was discontinued, to be resumed at a later period of the sitting.

MR. BEEMER appeared before the Commission and stated: I find it impossible to get our books together, as we have been moving recently, and Mr. Wurtele will not have them ready until to-morrow morning. As it was near the time for adjournment this afternoon, I thought it proper to appear and state this. I wish to say further, that my answer was that I had an account with reference to the payments to election funds, an account of that kind. It was not with reference to payments to Sir A. P. Caron, but to election funds.

By Mr. Justice Routhier, Commissioner :

Q. You will please produce that account to-morrow.—A. I will.

And the further examination of the witness was adjourned for the present.

QUEBEC, 30th September, 1892.

HORACE JANSEN BEEMER, Esq., of the city of Montreal, contractor. And on this 30th day of September, in the year of our Lord, 1892, the examination of the above named witness was resumed.

Examined by Mr. Archibald, Q.C., Counsel for the Crown :

Q. Mr. Beemer, have you produced and shewn to the Commission, in the presence of the counsel on both sides, the books containing the accounts referred to in your examination of yesterday?—A. Yes, sir.

Mr. Justice Routhier, Commissioner.—As I stated yesterday, when we ordered the witness to produce the books in which entries were made of his subscriptions to the election fund for Sir A. P. Caron, and the supporters of the Government of which he is a member, we did not wish to have all Mr. Beemer's accounts open to the public, but we only ordered that they be exhibited before the Commission, to be there examined, and to have an extract made of those entries only which relate to the said electoral subscription.

That has been done. The books have been produced before the Commissioners and the lawyers on both sides, and an extract has been drawn from the books in the presence of these parties and is now to be produced before the Commission.

Examined by Mr. Archibald, Q.C., Counsel for the Crown :

Q. Mr. Beemer, has an extract been made of the entries in said books, which entries refer to the matter of this inquiry, and which have just been referred to by His Honour Mr. Justice Routhier?—A. Yes, sir.

Q. Do you now produce the extracts?—A. I now produce and file as exhibit HJB 1, the statement referred to, and which has been extracted from the books in question.

MR. FERGUSON, Q.C.—This extract, on being filed, I submit, your honours, should be subject to the objection that the entries as they are made, and with certain initials before them, are not by their being put in to be taken as conclusive evidence, one way or the other.

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MR. JUSTICE ROUTHIER.—I understand that they are entries made by Mr. Beemer's employees.

MR. FERGUSON, Q.C.—They are to be taken simply as entries made and extracted from his books.

MR. PENTLAND, Q.C.—I think we have a right to obtain an explanation of these entries.

MR. JUSTICE ROUTHIER.—Yes, of course.

MR. FERGUSON, Q.C.—I make this statement because we were present when these extracts were made, and we cannot at the same time be committed to admitting the correctness of them.

MR. JUSTICE ROUTHIER.—You will be permitted to have all the explanations you need, concerning them.

Examined by Mr. Archibald, Q.C., for the Crown :

Q. Mr. Beemer, does this statement contain a record of all the payments entered in the books for the purposes mentioned in the previous questions?—

A. Yes, sir.

Q. Please look at the statement, exhibit H J B 1, and explain what you mean by the letters "G.E.F.?"—A. I mean general election fund.

Q. And what by the letters "A.P.C.?"—A. Simply to identify the account myself. It was in the way of identifying the account, and only as I understood Sir A. P. Caron was the representative of this district; not that these moneys went into his hands at all, but that he was the head and front of the Quebec district.

Q. But the letters A.P.C. refer to Sir A. P. Caron?—A. Yes, sir.

Q. Will you explain how these moneys were furnished; there are some notes talked about in that document there; will you explain what that means?—A. I believe these notes were my notes given; they were notes, whether they were my own or the Honourable Mr. Ross's notes, discounted by him.

Q. Discounted by Mr. Ross?—A. Yes, sir. The understanding was that we were to give our notes and he was to furnish the money that was required. Previous to the election of 1887, Mr. Ross sent for me to come over to the St. Lawrence Hall to see him. I went over there and he broached the subject in hand and stated that the friends in Quebec wanted some contribution to the election fund, and asked me what I would do. I stated I could not do anything, for I had not the money. He said "well, we will take our notes and I will discount them," which was done; \$15,000 given at that time.

Q. \$15,000 in notes?—A. \$15,000 in notes given at that time; three for \$5,000 and two afterwards in Quebec, making \$25,000. I do not know where the money went or anything about it. I did not realize at the time that I was even to pay that money. There was nothing said about it. I eventually did pay it, and did not make any protest against it.

Q. When you gave your note, did you expect to have to pay it?—A. It was given in such a way that I did not know what he meant, whether he meant for him and I to foot the bill, or myself; I did not question him; I had a very good reason for not questioning him.

Q. Then the dates which are mentioned in the document (HJB 1.) are really the due dates of the notes, and not the dates of payment?—I think these are the dates of payment, if I remember correctly.

Q. So that the notes were given at earlier dates?—A. Yes.

Q. Have you got the notes with you?—A. I have not the notes here, but I can produce them.

Q. Have you sent for them?—A. Yes. Mr. Wurtele will get them.

Q. Have you information on that paper (exhibit HJB 1) which will tell you the dates of the notes?—A. I will have the notes produced.

Q. What election do these notes you have mentioned refer to?—A. The election of 1887.

Q. And these notes were given before the election, I suppose?—A. Previous to the election.

Q. There are some other sums of money mentioned here?—A. I think that date, the 3rd of February, represents the date of the first three notes. Then there is one given on the 18th February.

By Mr. Justice Tait :

Q. Are there not two on the 18th February?—A. I think that represents two.

By Mr. Archibald, Q.C., of counsel for the Crown :

Q. Now, then, these five notes constitute the total amount for the election of 1887?—A. I think so. There are six notes, one is broken in two.

Q. You have spoken of fives notes, but I see here mentioned two of \$2,500?—A. There were six notes, because one was split in two.

Q. The last one, when it became due, was divided into two notes and subsequently paid?—A. Yes.

Q. Were you in court during the examination of Mr. McGreevy, this morning?—A. No, sir.

Q. Are you aware how the money represented by these notes, or at least the proceeds of these notes, was disposed of for the purpose of the election?—A. No, sir, I am not.

Q. You are not aware of that?—A. I am not aware of that.

Q. Are you aware that it went into the hands of Sir A. P. Caron?—A. No, sir.

Q. Why, then, did you put the letters A. P. C. there?—A. As I stated previously here, simply to identify the account for my own information at any future time; just because he was the representative of the district, and nothing further.

Q. In any of your conversations with him, did he tell you that he had received money?—A. No, sir, I never gave a cent for any purpose.

Q. Have you never had any conversation at all, in relation to this contribution, with Sir A. P. Caron?—A. No, sir.

Q. Did not you subscribe some money during the general elections of 1882?—A. No, sir.

Q. You are certain of that?—A. My contract did not commence here until 1883?

Q. Now, there have been one or two elections held since 1887; have you not subscribed to these?—A. I think, as you will see by that statement there, I subscribed \$2,000 for 1890; that was the by-election in the county Montmorency.

Q. What was the other election?—A. The other election was the general Dominion election in 1891, I think.

Q. How much did you subscribed for that?—A. \$3,000; that is, I gave my note for \$3,000.

Q. Did you pay your note?—A. Yes, sir.

Q. This is the total amount of your subscriptions in connection with these elections?—A. Yes, sir.

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Q. And the exhibit HJB 1 contains a correct statement of the cash payments in question?—A. Yes, sir.

Q. Was your payment for the election in 1890 made in the shape of a note?—A. Yes sir.

Q. To whom was that given?—A. To the Chicnic Hardware Company.

Q. Was he acting as treasurer?—A. I think one of the members of the firm was acting.

Q. It was not given for Sir A. P. Caron?—A. No, sir.

Q. I suppose that you considered that Sir A. P. Caron was acting as well during the last election time as a director of the district as in the previous one?—A. Yes, sir.

Q. But you did not enter the name of Sir A. P. Caron in connection with the account?—A. No, it is not entered here.

Q. Now, Mr. Beemer, were these moneys paid by you out of the subsidies which were voted to you for the construction of the road?—A. No, sir.

Q. They were not?—A. No, sir.

Q. Well, now, will you please tell me how you, being, as you stated, no politician, thought yourself interested to subscribe \$30,000 to these elections?
A. You want to know how I came to subscribe this amount.

Q. I want to know how you did?—A. Well, in the first place, I would say that the Honourable James G. Ross was a good friend of mine. He was discounting for me at times for \$300,000 to \$500,000 and upwards, at a time, during the season, for this and other works; I think at one time it ran pretty well up to \$800,000 for one transaction, and I thought it did not become me to question that gentleman in regard to anything he desired for an amount of \$25,000. In fact, I went into that under that impression. I think if he said right in the start that I had to spend it, it would have been all right just the same, and I would have done it. Then, in addition to that, I will state that I believe the conservative was a good government for the country, outside of any politics. I liked their policy of advancement, and I believed it was worth sustaining in my humble way, as well as I could. Besides, in this enterprise, you know a great deal depends on the financial position, and if you put the Government out of power, that means the upset of the financial basis of operation. I learned that in my own country, where they have an election every four years.

Q. Mr. Beemer, did you not know that at the time when you so advanced these moneys, or paid these moneys, applications were being made for increased subsidies to the Quebec and Lake St. John Railway Company from the Federal Government?—A. Yes, there had been applications made long before I took the whole contract.

Q. And were there any applications, to your knowledge, at that time, when you paid the money, in 1887?—A. There were not. They generally brought these applications up before the sitting of Parliament each session, and, if they got nothing, the company would bring it up again, and so they proceeded in that way.

Q. But the company was making constant endeavours to build the road, to get additional subsidies?—A. Yes, to get as much help as possible, up to a certain amount which they considered they were entitled to, under the railway policy; there was a railway policy inaugurated. You do not mean to infer, I suppose, upon the question, that the company were not entitled to ask these subsidies?

Q. I do not know what they were entitled to, but I ask you the question as I put it?—A. There was a certain railway policy inaugurated under the Government, and the company was asking what other roads had been given, and they expected as much as the other roads got.

Q. Now, Mr. Beemer, do you mean to tell me that, if you had finished your contract and had got paid your subsidies, you would have given \$25,000 to the election fund?—A. Well, I cannot answer you that question, because there is no such position existing, and I cannot try to suppose one—but I can say to you that—that if I am living in this country, and it's not against the law to subscribe to elections, I will do it—if I do not break the law by so doing, I will do it.

Q. Would you have subscribed that money had you not expected to get additional subsidies from the Government?—A. Yes, I would; I do not do everything I do for profit.

Q. Is it not a fact that some members of the Construction Company and of the Lake St. John Railway Company asked you to subscribe because they were applying for Dominion subsidies?—A. No, sir. Not because they were applying for additional subsidies. The only man, as I have mentioned, was Hon. James G. Ross, who said nothing to me in regard to subscribing, but he did not ask it for the sake of acquiring subsidies, but he asked it because the members of the fund were asking him for assistance. I say still further, that the Lake St. John Railway Construction Company, or their secretary and manager, have always been very careful of these things, and whatever they have done in the way of getting subsidies, has been open, above board and to their credit.

Q. What position, in 1887, did the Honourable James G. Ross occupy in the Lake St. John Railway Company?—A. He was, I believe, president. I am not positive whether W. Withall was president or Mr. Ross. I think Mr. Ross was president. He was not president of the railway company. He was president of the Construction Company. When I took the contract, Mr. Withall was chairman of the Construction Company; but a few years afterwards, Mr. Ross took his place.

Q. Now, did any other man than Mr. Ross, being a member of either of these companies, ask you to subscribe?—A. No, sir.

Q. Mr. Ross asked you alone to subscribe?—A. Yes.

Q. Did he, at the time that he asked you to subscribe, tell you that it would be to the advantage of the railway with regard to the subsidies?—A. No, sir, he simply said to me what I have related to you in answer to your question previously.

Q. Did Mr. Ross on either occasion tell you that Sir A. P. Caron expected you to subscribe?—A. No sir.

Q. You are sure of that?—A. Right positively sure.

Q. Now, Mr. Beemer, you, I suppose, have urged upon Sir A. P. Caron the necessity of granting your railway further subsidies?—A. I think I have talked with him in regard to it sometimes.

Q. Now, did you on any of these occasions point out to him that you had been rather liberal for election purposes?—A. No, sir.

Q. Was the amount of your subscription to election funds ever talked of between you and Sir A. P. Caron?—A. I do not remember anything of that kind.

Q. There was no person as a go-between between you and Sir A. P. Caron?—A. No, sir, I never used them; I always do my business direct.

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Whatever I have to do I do myself. The company, of course, did their part, and I tried to do mine.

Q. Mr. Beemer, how were these notes paid for election purposes?—A. They were paid by cheques.

Q. I suppose you have those cheques by which you paid the notes?—A. I think so.

Q. Have you asked Mr. Wurtele to bring them up?—A. I did ask him to bring them up. I beg your pardon, I misunderstood your question. You asked me if I had asked him and I said I did; I meant to say that I would ask him. I have already asked him to bring up the notes, but I will ask him for the cheques also.

Q. So far as regards the entries in your books concerning this matter, I suppose that Mr. Wurtele knows about that better than you do?—A. I presume so.

Q. Mr. Beemer, you have stated that when you gave these notes you did not expect to pay them when you did pay them. Did you protest?—A. I did not think anything about it. I mean that I did not know that I was going to pay them or what portion I was going to pay.

Q. When they became due did you express your surprise to Mr. Ross?—A. No, sir, I did not.

Q. You just paid them?—A. I did.

Q. You came to the conclusion at that time that you would have to pay them?—A. I did.

Q. And there was no conversation between you and Mr. Ross about them?—A. No, I did not protest.

Q. Were they paid when they fell due?—A. No, I think they were renewed—some of them.

Q. Did you know in what bank these notes were discounted?—A. I did not know where Mr. Ross put them, but in the Quebec, probably.

Q. The Quebec Bank? A. I think so. I do not know where he placed them. I think they were drawn, though, payable to the Quebec Bank.

Q. They were in the Quebec Bank?—A. I think so. I am not positive about that. The notes might be made payable at his office at Quebec. The notes and the cheques will show.

Q. Mr. Beemer, were your transactions by promissory notes with Ross & Company or with Honourable James G. Ross, solely in connection with the Lake St. John Railway Company, so far as the entries in the books of the Quebec Bank are concerned?—A. Oh, they were for different works. I have had advances from Mr. Ross for different works, but whether that is on that account (exhibit W R D 1) or not I do not know. It might have been kept separate.

MR. FERGUSON objected to production of exhibit WRD 1, until witness should know its contents.

By Mr. Justice Tait :

Q. You have already stated that you got large discounts from Mr. Ross, so I suppose the production of that account, exhibit W R D 1, would not injure your business?—A. No, I do not think so, I can tell very little about it from the face of the document, but I should judge it would not.

By Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Mr. Beemer, I think you explained the other day that the process by which you got money from Ross & Company was taken by your progress esti-

mates to Ross & Company, and either giving your note to Ross & Company, which they would endorse, or getting their note, and then the notes would be cashed one way or the other?—A. My impression is that Mr. Ross would either take the estimate and cash his own note, give his own note, and cash it himself or give a cheque for it; we would go to the Quebec Bank and have that note discounted and placed to our credit. I have taken some there myself and had it done. That is, it went through and was placed to my account. As to the mode of procedure of the Quebec Bank as regards Mr. Ross's account, I did not have any knowledge, any more than I know the proceeds of the note was placed to my credit, that is all I know.

Q. You do not know by which method that was done?—A. No.

Q. Were the notes ever taken to the bank by you?—A. If not by myself, by a representative.

Q. Did any one from Ross's go there?—A. Well, it might have went once or twice in that way.

Q. The notes might have been sent there in that way?—A. Yes, or it might have been taken by Mr. Ross just as he was going to the bank or by Mr. Geggie.

Q. But your notes, endorsed by Ross & Company, would naturally be placed to the credit of Ross & Company in the bank?—A. I never had any knowledge of Ross endorsing, I always had the impression that it was the other way, but still I may be mistaken because there are so many ways of treating different notes, and Mr. Ross has advanced on other undertakings for me.

Q. In any event, all of the notes, any transaction upon which Ross and you were engaged together, were for your benefit and not for theirs?—A. Were for my benefit.

Q. That is, the proceeds of these notes were to go to your credit and not to theirs?—A. Yes.

Q. You never made any notes to aid Ross & Company?—A. No, they did not require them.

Q. On referring to exhibit HJB 1, I see in one place the letters B P, what does that mean?—A. I think it is bills payable.

I now produce and file as exhibit HJB 2, a memorandum showing the notes to which I have referred together with renewals thereof. By said memorandum it appears that three of said notes were dated on 3rd of February, 1887, payable at four, five and six months, each for \$5,000. The first was paid on the 27th June, 1887.

I also produce exhibit (HJB 3), the original note now last referred to.

I also produce a note for \$5,000 dated Quebec, 6th July, 1887, as exhibit (HJB 4), which note is a renewal of the second note appearing on memorandum (HJB 2), the original note not being produced.

I also produce as exhibit (HJB 5), note dated 9th November, 1887, which is a second renewal of the third note on the memorandum (HJB 2).

I also produce note (HJB 6), dated Quebec, 21st June, 1887, which is a renewal of the fourth note on the memorandum (HJB 2).

I also produce note (HJB 7), dated Quebec, 18th January, 1888, at four months, payable 21st May, which is a partial third renewal to the third note mentioned on the memorandum (HJB 2).

I also produce as exhibit (HJB 8), (HJB 9), (HJB 10), (HJB 11), (HJB 12) and (HJB 13), the cheques by which the notes mentioned above were paid; these cheques represent the payment of the notes referred to in exhibit memorandum (HJB 2).

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Q. Have you the cheques by which the other \$5,000 mentioned in exhibit (HJB 2), were paid?—A. I think so, but I have not got them now.

In connection with the evidence of Mr. Beemer, there was also filed agreements for advances between Beemer and Ross & Company, one bearing date Quebec, 11th July, 1884, exhibit (HJB 14). A second bearing date 8th October, 1884, exhibit (HJB 15). A third bearing date 15th April, 1885, exhibit (HJB 16). Also transfer of railways subsidies from H. J. Beemer to Messrs Ross & Company, one bearing date 19th February 1885, exhibit (HJB 17). The other bearing date Quebec, 18th March 1885, exhibit (HJB 18). There is also produced draft of date, Quebec, July 8th, 1891, for the sum of \$3,000, drawn by the Chic Hardware Company, Limited, on H. J. Beemer, and exhibited by him and referred to in the evidence of Mr. Beemer in exhibit (HJB 19).

There is also produced note dated Quebec, 11th November, 1891, for the sum of \$2,000, signed by H. J. Beemer and payable to the Chic Hardware Company. Exhibit (HJB 20).

There is also produced promissory note, dated Quebec, 11th November, 1891, for \$1,000, made by H. J. Beemer, payable to the Chic Hardware Company. Exhibit (HJB 21).

The last two notes being renewals of the draft (HJB 19).

There is also produced promissory note dated Quebec, 14th March, 1892, for \$1,000, payable one month after date to the order of the Chic Hardware Company, signed by H. J. Beemer, filed as exhibit (HJB 22).

This note being a partial note of exhibit (HJB 20).

There is also produced, promissory note, dated Quebec, 17th May, 1892, for \$1,000, payable 60 days after date, to the order of the Chic Hardware Company, signed by Mr. H. J. Beemer, filed as exhibit (HJB 23).

This note is a further partial renewal of exhibit (H J B 20).

Examination of witness resumed.

By Mr. Justice Tait :

Q. Did you ever, in speaking to Sir A. P. Caron with reference to subsidies you were anxious to obtain from the Dominion Government, promise, in any way, directly or indirectly, that you would contribute towards his election, or the election of supporters of the Government, or offer any political consideration whatever, to influence him in aiding you or the company in getting subsidies, or do you know of such thing having been done by anybody else?—A. No, sir.

Cross-examined by Mr. Fitzpatrick, Q. C., of Counsel for Sir A. P. Caron :

Q. As a supplementary question, that which has just been asked you by His Honour, I would ask—did you know that Sir A. P. Caron knew that you had subscribed this money for the general election fund which you spoke of in connection with Mr. Ross; do you know if he knew of that, or did he say anything to indicate that he did know of it at any time that subsidies were given?—A. He never mentioned it to me.

Q. As far as your knowledge goes, can you say that he even knew that any subscriptions had been given by you at the time the subsidies were applied for?—A. I cannot say that he did.

Q. When you made this first subscription to the general election fund in 1887, for the general elections of that year, or rather when you had this con-

versation with Mr. Ross about the subscription, you were, at that time, contractor in a large way of business here in Quebec?—A. Yes, sir.

Q. How many different enterprises had you going on at that time?—A. Do you mean all of them?

Q. Yes, railways and mills and hotels and everything. There does not appear to be any limit to your ingenuity in that way?—A. I had the Quebec and Lake St. John Railway; the Quebec and Montmorency and Charlevoix Railway; the Pontiac Pacific Junction Railway; Gatineau Valley Railway, which I took up about that period, and the Montreal and Western Railway.

Q. About how many miles of railway had you then under construction in the province of Quebec, or in the course of construction?—A. I should mention in addition to the contracts named that there was the Welland Canal Aqueduct that was just about finished at that time or just about being completed during this period of 1886.

Q. About how many miles of railway had you then in course of construction?—A. Well, of course, if you take what has been constructed and what was in the way of being constructed, something like six or seven hundred miles.

Q. Mr. Ross, of whom you have spoken, was, besides being President of the Lake St. John Railway Construction Company, a Senator of the Dominion of Canada, was he not?—A. Yes, I believe so.

Q. He had in 1887 recently been appointed Senator?—A. I believe so.

Q. He was a very wealthy man also?—A. He was considered so.

Q. And proved to be a very wealthy man?—A. Yes, proved to be a very wealthy man.

Q. He was a man of conservative tendencies?—A. Yes, sir.

Q. He had been a conservative candidate in Quebec Centre, at different times, had he not?—A. I understood so, but I had no personal knowledge of it.

Q. He took considerable interest in the conservative cause?—A. Yes, sir.

Q. You know that he was a close personal friend of Sir A. P. Caron?—A. Yes, sir.

Q. Now, I understood you to say that the first request that you had to subscribe or contribute in any way to the election fund came from Mr. Senator Ross?—A. Yes, sir.

Q. He said to you that the general elections were coming on and that it would be proper for you and him to subscribe something to the general election fund?—A. Well, he did not exactly put it in that way, but to the same effect.

Q. That was the substance of what he said?—A. Yes, sir.

Q. This conversation took place in Montreal?—A. Yes, sir.

Q. When you told him that you had no cash, then he told you that you should give your notes and he would arrange about getting the cash?—A. Yes, he spoke about discounting our notes, he said I will discount our notes.

Q. At that time, did Sir A. P. Caron say anything to you about the subscription?—A. No, sir, not a word.

Q. Did you know, as a matter of fact, from your own personal knowledge, that the proceeds of these notes that you gave to Mr. Ross were ever given to Sir A. P. Caron?—A. I did not know anything about it.

Q. Do you know if any portion of that money ever reached him?—A. I do not.

Q. Did he know if you subscribed, or that any money realized out of the proceeds of these notes ever came through you?—A. I do not.

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Q. You never intimated to him, or said anything about it to him, and he never said anything about it to you?—A. No, sir.

Q. Now, you said you had good reason for not questioning Mr. Ross when the money was given; what do you mean by that?—A. I mean this, that Mr. Ross was backing me very largely, not only with the Lake St. John Railway but other enterprises, and I was very anxious to please him. His discounts ranged up into a hundred thousand dollars at that time, and I think it did not become me to question the transaction.

Q. And you were at that time anxious and willing to help the Government then in power?—A. Yes, I was in sympathy with the policy of the Government as far as that was concerned, but non-political.

Q. Therefore, when I find in this account, exhibit HJB 2, entries in the following letter GEF and APC, these entries are not to be represented or to be construed so as to mean that this money was given by you to Sir A. P. Caron?—A. Oh, no.

Q. Nor to mean that to your knowledge the money went to Sir A. P. Caron?—A. No, sir.

Q. This is simply a book-keeping entry by which you charge the money to the general election fund, to which the money really went; and, Sir A. P. Caron being Minister for the district, you put his initials there?—A. Yes, I put his initials there.

Q. Now, the note for \$3,000 sent to the Chicnic Hardware Company, went for the general election fund also, did it?—A. I think so, it is my understanding.

Q. Whether Sir A. P. Caron saw that note or not, you do not know?—A. I do not know.

Q. You had different other sources of revenue at the time that these moneys were paid than what you had from the subsidies you were receiving from the Federal Government?—A. Yes, sir.

Q. You had at that time mills working?—A. Well, yes, in repeating the number of enterprises I had, I left out one of the most important, and that was the bringing of the Q. M. & O. Railway into Montreal under Government contract. It was afterwards sold to the C. P. Railway. I made a lot of money out of the building of that masonry entrance at Montreal.

Q. How much of your own private means, independently altogether of moneys you received from the subsidies, or moneys you received from the Contracting Company, or moneys you received from Mr. Ross, did you put into the Quebec and Lake St. John Railway, and had you in it at the time this transaction went on?—A. Well, the books will show that at that period, or just previous to that, I am credited with some \$83,000.

Q. That is your own individual credit, independently of all these subsidies?—A. Yes, that would be independent of the large construction plant which I have on the works.

Q. So that you had put into the work, not only all these moneys Mr. Scott has spoken of, but you had also supplied the plant required for the construction, and \$83,000 besides?—A. Yes, but that does not represent the credit I was running at that time. It probably might be \$250,000, that is the credit I was running my face for.

Q. Where was your plant, was it on that railway?—A. I cannot give the correct amount of that; there were steam-shovels, locomotives, cars, and at times it ran very high. Well, \$100,000 or \$135,000, perhaps. Plant is a

thing that to-day may be very expensive, and a year and a-half from now, pretty well used up, some portions of it.

Q. You had no other money transactions, in the way of loans, with Sir A. P. Caron, to induce him to do anything for you in the way of subsidies?—A. No, sir.

Q. You made no loans or advances to him, or gave him no security in any way, to induce him to do anything for you?—A. No, sir.

Q. So that, as far as you are concerned, this amount contained in exhibit H J B 1 represents your connection with Sir A. P. Caron only in so far as he was head of the political party, and it represents your contributions for election funds?—A. Yes.

Q. And that is the only connection that you ever had with Sir A. P. Caron?—A. Yes.

Q. Now, are you in a position, from the information that you have of the way in which this road is constructed, to say whether or not, as a matter of fact, any portion of the subsidies granted by the Federal Parliament were actually diverted for the purpose for which they were granted?—A. I do not know of any such thing having been done.

Q. If any such thing had been done, you would have known it?—A. I think so.

Q. Are you in a position to say that nothing of the sort has been done?—A. I know of nothing of the kind being done, and I am perfectly sure if it had been done I would know it.

Q. Can you say whether or not any portion of these subsidies so given for the purpose of aiding in the construction of the railway, were given to Sir A. P. Caron, for election purposes, either by yourself or by any person else?—A. There was no portion.

Q. Are you in a position to say that no sums of money whatever, forming part of the same federal subsidies, or raised on the credit of these subsidies, went for election purposes, or were given to Sir A. P. Caron?—A. I do not know of any such thing being done.

Q. Do you know, or is it to your knowledge, that Sir A. P. Caron aided or participated in obtaining from either companies, or from yourself or from Mr. Scott, the payment of any sums of money raised on these subsidies?—A. I do not.

Q. Did you assist him in doing so?—A. No, sir.

Q. Could any money be raised on the credit of these subsidies without your participation or consent?—A. No, sir.

Q. And you never participated, or consented, or were requested to participate or consent to any such transaction?—A. No, sir.

Q. Therefore any sums of money that would be contributed to the general election fund either in 1887 or 1891, or in the interval, were subscribed out of your own personal means, and out of your own moneys?—A. Out of my own pocket; yes, sir.

Q. And you are absolutely certain that no portion of these moneys came in any way, directly or indirectly out of these subsidies?—A. Positive, neither would I allow any such thing to be done on any road that I have any interest in.

Q. This conversation that you had with Mr. Ross at the time that it was suggested that you should give your notes for \$25,000, took place in Montreal?—A. Yes, took place in Montreal—\$15,000 it was.

And further deponent saith not.

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I, Thomas P. Owens, sworn stenographer, of the House of Commons, do hereby certify the foregoing deposition to be a true and faithful reproduction of my stenographic notes.

QUEBEC, 29th September, 1892.

WILLIAM RODGER DEAN, Inspector of Quebec Bank, of the city of Quebec, being duly sworn, deposeth as follows :—

Examined by Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Mr. Dean, you are inspector of the Quebec Bank ?—A. Yes.

Q. You have been subpoenaed to produce all books showing the discounts and deposits and general accounts of Sir Adolphe Caron and Mr. Thomas McGreevy, during the period from 1882 to 1891, whilst subsidies were being granted for the construction of the Lake St. John Railway and the Temiscouata Railway ?—A. I presumed that the summons was for the purpose of showing the accounts between Mr. Ross and Mr. Beemer.

Q. Mr. Dean, I think it was in your bank that Mr. Beemer discounted the notes of Messrs. Ross & Company, was it not ?—A. I cannot speak from memory.

Q. Do you not know of that account. It was a pretty large account, was it not ; the account of Mr. Beemer with Mr. Ross in your bank ?—A. There were transactions between them.

Q. They had transactions together which appear by their notes being discounted in your bank ?—A. I believe so.

Q. You have not looked into that account at all ?—A. No, I looked into the account of Mr. McGreevy and Sir Adolphe Caron.

Q. At the moment, you are not in a position to give evidence concerning the discounting of Mr. Ross's paper or Mr. Beemer's paper with Mr. Ross's endorsement in your bank.

The Court ordered, on the application of Mr. Archibald, that the witness should prepare and produce the accounts of Mr. Beemer with the bank with reference to the endorsement of notes of Ross & Company ; and further, for the present, deponent saith not.

QUEBEC, 30th September, 1892.

WILLIAM RODGER DEAN, Esquire, of the city of Quebec, Inspector of the Quebec Bank.

On this 30th day of September, 1892, the examination of the above witness was resumed. Being duly sworn, he deposed as follows :—

Examined by Mr. Archibald, counsel for the Crown :

Q. Mr. Dean, you have been already sworn ?—A. Yes.

Q. Have you examined the account of the transactions in which Messrs. Ross and Mr. Beemer were associated together, in your bank ?—A. I have as far as it was possible for me to do since yesterday.

Q. Have you produced a statement showing the result of that work ?—

A. I now produce such statement.

MR. JUSTICE ROUTHIER :—What account is that?—A. It is the liability account of Mr. Beemer, so far as Ross and Company or the late J. G. Ross are concerned.

Q. From what years?—A. From 1884, down to the present time.

Examined by Mr. Archibald, Q.C., of counsel for the Crown :

Q. Does this account, Mr. Dean, refer solely to promissory notes made either by Ross and Co., or by Beemer, and endorsed by either and discounted in your bank?—A. Just so.

Q. That is the whole contents of this account?—A. Yes.

Mr. Justice Routhier :

Q. It covers only that?—A. It covers only that.

Examined by Mr. Archibald, Q.C., for the Crown :

Q. So that the actual indebtedness of Mr. Beemer to your bank is in no way spoken of except as endorser or maker of some of these promissory notes?—A. That is it.

Document produced and filed as exhibit (WRD 1).

Q. Does this account show who was maker and who was endorser of the several papers that were discounted with you?—A. It does.

Q. At the present moment, all these notes have disappeared and have been taken up out of your bank?—A. Yes.

Q. So that there is no present liability towards your bank resulting from these transactions?—A. None.

Q. Have you any personal knowledge of the transactions of Mr. Beemer with your bank, relating to the subsidies to the Quebec and Lake St. John Railway?—A. I have not.

Q. Your bank did not handle the subsidies themselves?—A. No.

Q. Were you aware that a large portion of these subsidies have been paid to the branch of your bank at Ottawa?—A. I cannot say.

Q. Can you not say from your books whether the notes or many of them which are mentioned in the document which you have just exhibited, were not paid by transfer of the money from your branch at Ottawa to your branch here?—A. I have no recollection of such. I cannot tell from the document now.

Q. Not from the document, but can you tell from your books?—A. I hardly think so.

Q. Is there any officer in your bank that would be acquainted with the matter of that account, the transaction that took place at Ottawa?—A. There would be none here.

Q. Supposing the subsidies received by the bank at Ottawa had been transmitted to the bank here, would any officer of your bank be acquainted with that fact here?—A. None without a search.

Q. Would not the manager be acquainted with it?—A. I cannot say.

Q. I think the subpoena was directed to the manager of the bank. Is the manager of the bank at present in town?—A. No, the general manager is absent. In his absence, I am manager.

Q. It is for that reason that you have presented yourself to answer the subpoena?—A. Yes.

Q. What is the name of the general manager?—A. James Stevenson.

Q. Will he be back in a short time?—A. Not for two weeks or over.

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Q. Is there any other officer in the bank that would be acquainted with the fact of how these notes were paid?—A. I do not think so.

By Mr. Justice Tait :

Q. In this account, under the heading "with whom" I see the name of the Quebec and Lake St. John Railway Company and Ross & Co., what does that mean, what does this column represent, does it represent the party to the note?—A. Yes, all the parties to the notes are mentioned in the body.

Q. What relation did these parties bear to the notes?—A. This account of J. H. Beemer's, the figures represent where Mr. Beemer is the promissor and the other side is where he is endorser.

Q. Under the printed heading "with whom"?—A. These are all the names of the paper on both sides, either as maker or endorser.

Q. Take the first item of \$4,000.00, Mr. Beemer would be the promissor and the Lake St. John Railway Company would be the endorser?—A. Exactly.

Q. And on the ninth line, for instance, in that case, Ross & Company would be the promissor and Mr. Beemer would be the endorser?—A. Yes, that is correct, sir.

By Mr. Justice Routhier, Commissioner :

Q. It seems to refer only to the Quebec and Lake St. John Railway Company's affairs?—A. They are the parties as well as others to these notes.

Q. Can you say whether all these figures relate to the Quebec and Lake St. John Railway or not?—A. I cannot say that, I have an idea, but I cannot say.

Examined by Mr. Archibald, Q.C., for the Crown :

Q. With regard to the document produced by you, I find eleven columns; will you please explain the nature of the entries contained in each column, beginning at the left hand?—A. The first column on the left hand represents the amount of notes discounted in this account, on which Mr. Beemer is promissor; the second column shows the date of the payments; the date of the payment of each of the notes. under the first column, was paid; the third column was intended for the balance of the liability at any particular date, but has not been filled up in this instance; the fourth shows the numbers of the bills according to the books of the bank; the fifth shows the dates of the discount of the bills; the sixth column shows the names of the parties on the paper, and also the numbers and due dates of the bills when retired; the seventh was intended for the address or residence of the parties, but is not filled up in this statement; the eighth column the due date of the several notes or bills; the ninth column shows the several amounts discounted in this connection of which Mr. Beemer is endorser; the tenth column shows the number, the due date and the amount of the bills as paid; the eleventh column is intended to show the balance of the liability at any particular date, but is not filled up in this statement.

Q. With regard to the seventh column concerning which you have said it is not filled up, I see certain entries there, are they entries that properly belong to this column?—A. Yes, the entries in the seventh column are a continuation of the information in the sixth column.

Q. In the sixth column, where the name of the Quebec and Lake St. John Railway Company appears, does that indicate that they were either makers or endorsers of paper?—A. It indicates that the Quebec and Lake St. John Rail-

way Company were the endorsers, because it has been shown that Mr. Beemer was a promissor, under the note mentioned.

Q. Wherever their name occurs, then, it would be as the endorser and not of the promissor, in any case, would it?—A. Yes.

Q. Does the document you exhibit comprise the whole account between Mr. Beemer and Mr. Ross as entered in your books; I mean to say the account concerning notes discounted by you in the name of both of these gentlemen? A. It does between the 2nd April, 1884, and the 10th April, 1890.

Q. Why did you begin on the 2nd April, 1884, were there not some earlier transactions?—A. I think that was the date mentioned in the subpoena.

Q. No, that was not the date?—A. Well, in that case, that must have been the beginning—I did not make the statement out myself.

Q. Personally, you cannot say whether there are any transactions between the 1st January, 1882, and April, 1884?—A. On going to the bank yesterday afternoon from the court, I gave instructions to the clerk to make out a full account, and I have no doubt it was done.

Q. So you have no doubt that the document now exhibited contains a full account of these discounts?—A. I have no doubt.

Q. Was there any agreement in writing between your bank and Mr. Beemer or Messrs. Ross, regarding these discounts?—A. Not that I am aware of.

Q. Do you feel positive that there was no such agreement, or any writing referring to it?—A. I should be surprised to know that there was.

Q. At the time that these discounts were made, did you know that they were in connection with the Quebec and Lake St. John Railway?—A. I do not think that we were informed, but we may have had an idea.

Q. But the late Honourable J. G. Ross was an officer of your bank, was he not?—A. He was president.

Q. When a man seeks a large line of discount with your bank, is not there always some action of the board about it?—A. No.

Q. Do you think there would be any action of the board to give Mr. Beemer a line of discount in your bank in reference to this matter?—A. Not in reference to any paper with Ross & Company or James G. Ross.

Q. This paper would go right straight through because it bore his name?—A. Well, it might not be only on that account.

Q. What I want is, to know that there are no other documents except the account of the transaction in the bank books which would throw any light on this enquiry?—A. I do not know of any.

Q. I would like you to be able to say positively that there was none, can you ascertain that fact?—A. Well, I can say positively there are none.

Q. Did Mr. Beemer have his ordinary current account in your bank?—A. He probably had one with other banks.

Q. That account was in no way referred to in the transaction mentioned in the document you have now exhibited?—A. —Not as a deposit account.

Q. The notes which are referred to in the document you have exhibited, by whom were they brought to your bank?—A. In some cases they would be brought by Mr. Beemer or his representative, and in several cases by Ross & Company's people.

Q. Do you know that simply from the face of the document or from your own knowledge of the circumstances?—A. From my knowledge of the circumstances.

Q. Now, what was done with the proceeds of the discounts of these notes?—A. Most of them were passed to the credit of Ross & Company, and in some

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instances they were passed to the credit of Mr. Beemer; as a general thing they went to the credit of Ross & Company.

Q. Were any of them passed to the credit of Sir A. P. Caron?—A. No.

Q. Not one?—A. Not one.

Q. Were any of them passed to the credit of the Honourable Thomas McGreevy?—A. No.

Q. Were any of them passed to the credit of any person for any election fund?—A. I cannot say that. I do not know what purpose.

Q. But they were passed to no person other than either Mr. Beemer or Ross & Company?—A. No.

Q. Does the document which you have in your hands show the disposal of the proceeds of the notes in question?—A. It does not.

Q. I suppose all these went to the credit of Mr. Beemer?—A. No.

Q. Are you sure?—A. Quite certain.

Q. Can you indicate on the exhibit those which are gone to the credit of Beemer, and which have gone to the credit of Ross & Company?—A. It would take some time, this information on these sheets we had to go through six ledgers to pick out.

Q. Would you have to go through as many ledgers to find how they were disposed of?—A. Just the same, and more, too, for we would have to go through the registers as well.

Examined by Mr. Archibald, Q.C., for the Crown :

Q. Will you produce a statement or add on to the present statement, a statement showing the disposal of the proceeds of the notes in question, that is to whom they were paid, and to whose credit they were entered?—A. I will.

An Order of the Court to the witness was issued accordingly.

And further, for the present, deponent saith not.

QUEBEC, 1st October, 1892.

WILLIAM RODGER DEAN, Inspector of the Quebec Bank.

And on this 1st day of October, 1892, the examination of the above named witness was resumed.

Examined by Mr. Archibald, Q.C., Counsel for the Crown :

Q. What was the cash balance at the credit of Mr. Beemer's current account in your bank on the 1st of May, 1887?—A. On the 1st of May, 1887, Mr. Beemer had \$15,331.87 to his credit.

Q. Can you state what amount went to his credit between that date and the 27th of June, 1887. Have you a statement of this account?—A. Do you wish the total account or each item separately?

Q. I want to know if there are any items other than are represented either by cheques of Ross & Company or the proceeds of the notes of Ross & Company?—A. I cannot tell what the credits consist of; I can just discriminate between discounts and deposit items.

Q. What amount of discounts went to his credit between the dates mentioned?—A. On the 14th of May, \$21,808.40; on the 20th of May, \$43,500.90; on the 25th of June, \$13,355.76; on the 27th June, \$60,714.82.

Q. Now, will you look at account (Exhibit W R D 1,) and say whether any of these items which you have mentioned are referred to also in that account?—A. I do not see any item in that document that would correspond to the first item.

Q. The items of the 20th of May and the 27th of June, might be included in the statement (Exhibit W R D1)?—A. The amounts are not precisely the same, that of the 20th of May being in said statement \$44,191.00, and that on the 27th of June being \$61,678.00.

Q. Mr. Dean, would not these amounts mentioned in the statement you now produce, and which is filed as (Exhibit WRD 2,) be approximately the proceeds of the two amounts mentioned in the statement (WRD 1)?—A. That would depend a good deal on the time these notes ran, but I have no doubt myself that they are the proceeds.

Q. What was the cash balance to the credit of Mr. Beemer on the 1st of June, 1887?—A. On the 31st of May it was \$17,882.46.

Q. You did not take down the cash balances at any other period than at the end of the month?—A. Yes, we took them down almost every transaction.

Q. You have not mentioned all the discount items, have you?—A. Yes, between these dates.

Q. Now, on the statement, exhibit (WRD 2), deposit entries are marked C. and the others are marked discount?—A. Yes, I think there is one item which is marked differently, being a rebate; with that exception, I think they are all marked as you say.

Q. What was the cash balance at the end of June?—A. \$20,278.87.

Q. What were the discounts during the month of July?—A. On the 19th of July, \$74,366.80.

Q. Do you see that referred to on the statement exhibit (WRD 1)?—A. I see a note for \$75,145.00.

Q. You have no doubt that the credit item that you have mentioned on exhibit (WRD 2) is the proceeds of that note?—A. I have no doubt.

Q. What was the cash balance at the end of July?—A. \$9,002.42.

Q. What was the cash balance at the end of August?—A. \$1,869.36.

Q. What discounts were added to the account in September?—A. On the 19th of September, \$56,350.71.

Q. Do you see that referred to in exhibit (WRD1)?—A. I see a note for \$57,216 00.

Q. You have no doubt that that is the proceeds of that note which you have mentioned?—A. No.

Q. I wonder if you could tell me, Mr. Dean, what the balance was to Mr. Beemer's credit on the 19th of September?—A. I cannot tell you here.

Q. What was the cash balance at the end of September?—A. The balance to Mr. Beemer's credit on the 30th of September was \$13,713.77.

Q. During the month of October, 1887, what discounts went to his credit?—A. On the 10th of October \$21,812.06, on the 20th \$51,883.20.

Q. No other during October?—A. No.

Q. Do you see either of these referred to on statement WRD 1?—A. On the 20th of October I see a bill for \$52,846.00, the proceeds of which are, no doubt, the amount mentioned as credited on the 20th of October.

Q. What was the cash balance on the end of October?—A. \$18,895.72.

Q. What was the cash balance in September?—A. \$9,514.68.

Q. What discounts went to Beemer's credit during January, 1888?—A. On the 4th of January, 1888, \$13,336.90.

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Q. Anything else?—A. No, that was all.

Q. Is there any corresponding item in exhibit WRD 1?—A. No.

Q. At the end of April, 1888, what was the cash balance?—A. \$6,441.05.

Q. Were there any discounts during May, 1888?—A. On the 15th of May \$27,052.83.

Q. Do you see that item or a corresponding item in exhibit WRD 1?—A. On the 15th of May there is an item for \$27,625.00 which, I have no doubt, is a corresponding item.

Q. Between the 15th and the 21st of May there is a deposit entry of \$524.51?—A. Yes.

Q. And that is all?—A. That is all between these days.

Q. Will you please produce a statement showing the credit balances of Mr. Beemer in his current account in your bank at the close of the day on the 26th of June, 1887, on the 18th of July, 1887, on the 18th of September, 1887, on the 19th of October, 1887, on the 17th of January, 1887, and on the 20th and on the 14th of May, 1888?—A. I now produce that statement and file it as exhibit (WRD 3).

Q. Mr. Dean, will you please look at the cheques now shown you and marked from exhibit HJB 8 to HJB 13 inclusive, and say whether these cheques were paid by your bank?—A. They were.

Q. Would these cheques be charged against Beemer in the current account to which the statement WRD 2 refers?—A. Yes.

Cross-examined by Mr. Fitzpatrick, Counsel for Sir Adolphe Caron :

Q. How long have you been engaged in the bank?—A. About eight and a half years.

Q. You have been assistant cashier?—A. Inspector.

Q. In the account referred to, exhibits (WRD 1 and WRD 2), are they kept by the teller of the bank?—A. No.

Q. Is the account and exhibit (WRD 1) kept?—A. This account is written out by Mr. Petrie, but that does not show necessarily that the book from which they were taken is kept by Mr. Petrie.

Q. I want to know who did keep it, I don't want to know what it necessarily shows. Who is the official in the bank that is supposed to keep that?—A. Sometimes it is one and sometimes it is another.

Q. What is the name of the official who keeps it?—A. Liability Ledger Keeper.

Q. Who is the official of the bank who keeps that account WRD 2?—A. The deposit ledger keeper.

Q. You have, during your period of time, occupied either of these positions?—A. No.

By Mr. Archibald, Q.C.:

Q. These documents are extracted from the regular books of the bank?—A. They are.

And further, for the present, deponent saith not.

I, Thomas P. Owens, one of the official stenographers for the House of Commons of Canada, sworn stenographer in this cause, do declare, on the oath I have taken, that the above is a faithful transcript of the evidence of the above named witness, taken by me by means of stenography.

QUEBEC, 22nd October, 1892.

The examination of WILLIAM RODGER DEAN, inspector of the Quebec Bank, was further resumed.

Examined by Mr. Archibald, Q.C.:

Q. What is your position in the Quebec Bank?—A. Inspector.

Q. As such you are acquainted with the accounts of the bank?—A. Yes.

Q. Did Sir Adolphe Caron have an account in the Quebec Bank, Quebec, during the period from 1882 to 1891?—A. No regular account, there may have been a transaction or two in that time.

Q. Was there a transaction?—A. There was.

Q. When?—A. In February, 1891.

Q. Was it a deposit to the credit of Sir Adolphe Caron?—A. It was an amount that was advised by the Ottawa Branch of the Quebec Bank to be paid to Sir Adolphe Caron; we placed it to his credit and he drew it out in three cheques.

Q. In what periods?—A. One cheque for \$100 drawn on 24th February, 1891; one cheque for \$500 on 26th February, 1891, and one cheque for \$1,400 on the 3rd of March, 1891.

Q. That closed the account?—A. That closed the account.

Q. That is the only transaction that appears from the books of your bank that Sir Adolphe Caron had during the period I have named?—A. Yes.

Q. Do you know to whom these cheques were granted?—A. I do not.

Q. Do the books of the bank show that?—A. No, the books would not.

Q. Do you know whether these cheques were presented by Sir Adolphe Caron himself, or by some one else?—A. I cannot say, I do not know.

By Mr. Pentland, Counsel for Sir Adolphe Caron:

Q. That is the only deposit account Sir Adolphe Caron appears to have had in your bank from 1882 to 1891, inclusive?—A. That is all.

And further deponent saith not.

And I, Thomas P. Owens, sworn stenographer, do declare under the oath I have already taken that the above is a true and faithful transcript of the shorthand notes of the evidence of the above named witness.

QUEBEC, 13th September, 1892.

The Royal Commission to enquire as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, resumes its sitting at the city of Quebec, this morning, for the taking of evidence in reference to such charges.

PRESENT:

The Honourable Adolphe Basile Routhier,
“ Melbourne Tait,

Commissioners.

By the Honourable George Irvine, Q.C.:

I appear before your Honours as counsel for Mr. Beemer, the witness who is under examination. At the last sitting of the Commission, in obedience to an order of the Court, he has brought the books referred to in his examination

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of yesterday, and has them ready to be submitted. As this matter was only brought to my notice this morning, I should like, if it does not otherwise delay the business of the Commission, and if some other business can be taken for a short time, that I should have an opportunity to examine the books first with Mr. Beemer.

By Mr. Justice Routhier, Commissioner:

There is no objection to that.

The HONOURABLE THOMAS MCGREEVY, of the city of Quebec, being duly sworn, deposed as follows :

Examined by Mr. Archibald, Q.C., Counsel for the Crown :

Q. Mr. McGreevy, you have been summoned to produce all books, bank books, cheque books, cheque stubs, receipts, letters, orders, papers and vouchers referring to the receipt and payment of the election expenditures, while you acted as political treasurer to the conservative party in the district of Quebec?—

A. I have not got any books or papers or anything but the receipts. I gave them over at Ottawa during the investigations, and they remain there. I have not got any of them back since. There are simply the receipts which I have got in my possession now. I have those in some of my boxes. I have been moving lately, and they are packed away somewhere and I do not know what box they are in just now. It is only the receipts that I have.

By Mr. Fitzpatrick, Q. C. :

Your Honours, before this matter is gone into, I would like to know are we going to have the whole of Mr. McGreevy's records as treasurer of the conservative party from 1882 to 1891 brought out for our delectation. It may be interesting to the outside world, and I submit that it is not very practical in this inquiry.

Mr. Justice Tail :

Mr. Archibald has put the question that the witness is subpoenaed to bring his books, and it is hardly time to raise this objection yet.

Examined by Mr. Archibald, Q. C., Counsel for the Crown :

Q. As a matter of fact, did you act for the political party of Sir A. P. Caron in connection with elections in the district of Quebec?—A. I had something to do with the elections.

Q. What was it that you had to do with these elections?—A. I had the payment of money that was collected for election purposes—to be paid according to orders given to me.

Q. How long did you act in that capacity?—A. I think from about 1882.

Q. Up to what date?—A. Up to 1887.

Q. Including 1887?—A. Including 1887.

Q. There were some general elections during that period, were there not?—A. There was a general election in 1882 and one in 1887.

Q. What month in 1882, do you remember?—A. I think it was some time in June or July, some time in the summer of 1882.

Q. And in 1887?—A. In February, I think.

Q. That is in the first part of 1887?—A. Yes, in the beginning.

Q. Your office might be called then the political treasurer?—A. There were certain moneys put in my hands and orders given to pay them out—I was not the political treasurer—I think there was a treasurer generally named for it. I was simply in possession of some moneys that I paid out.

Q. You, I suppose, kept these moneys deposited in the bank?—A. No, very seldom. There may have been some in the bank, but I generally paid out bills, I never gave any cheques.

Q. And were the moneys handed to you in the shape of bills?—A. The money came to me generally, I think, in bills.

Q. And were handed out in bills?—A. They were given to me in bills.

Q. And paid by you in bills?—A. Paid by me in bills.

Q. Were you in any way instructed or controlled as to the payment of these moneys by any person?—A. Well, there were certain arrangements made that a certain amount was to go to each party, which I paid according to the orders given to me.

Q. You say there were arrangements made; I want to know how these arrangements were made and who made them?—A. I do not know any particular arrangements that were made. It was arranged that there was a certain amount of money, and it was to be paid according to orders.

Q. I want to know who it was that directed and controlled these arrangements?—A. At what time?

Q. We will say during the elections of 1887?—A. I think it was Sir Hector Langevin and Sir A. P. Caron; they consulted about them.

Q. You say Sir Hector Langevin and Sir A. P. Caron; were there any others?—A. I am not aware of any others.

Q. Did you pay out any moneys from that fund without an order from one of these gentlemen?—A. I might have paid without an order; it might have been intimated to me to give money and I have paid without written orders; some, but the bulk of it was upon written orders.

Q. Upon written orders?—A. Yes.

Q. I suppose you have those written orders?—A. I think so, most of them.

Q. You did not bring them with you, did you?—A. No, I cannot get them for some days; I have been moving out of the house I was in and they are in different boxes; there are some in the boxes and some in the safe. I may in a day or two get access to them.

Q. But have you not had time to make search for these?—A. No, the subpoena was left in Rivière du Loup and I was in Montreal at the time; I had to go up there and consequently I could not get here before yesterday. I will look them up, and I think I can get them in a few days.

Q. You say a few days; I want something more definite than that?—A. I cannot say where my boxes are just now; some are in Lower Town and some in the house I am living in now. I cannot find them just now, and some of the things are missing and I had to break open some of the boxes. But they are in my possession somewhere in some of these trunks and I will get them.

Q. You have spoken of two general elections, one in 1882, and the other in 1887; did you act in the same capacity in both elections?—A. Not quite the same. There were no written orders given at all in 1882, it was paid out according to some arrangement, a verbal understanding. There were no records kept of it.

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Q. But were the same individuals directing you in 1882?—A. I cannot say that. I would not say they were. I do not think Sir A. P. Caron had anything to do with 1882. I do not think he had.

Q. Were there any by-elections between these dates?—A. Oh, yes, there were quite a number of by-elections, I think.

Q. Did you act as treasurer in these by-elections?—A. Sometimes I did.

Q. Were these also directed by Sir Hector Lanvevin and Sir A. P. Caron?—A. I cannot give particulars of it, because there were no accounts kept. There was some money collected and was sent to me or I was asked to send some money, and it was made up afterwards. There were a few by-elections, I cannot state which they were particularly, because I kept no record of them.

Q. You cannot say that Sir A. P. Caron had anything to do with giving you any orders in connection with these by-elections?—A. I cannot say he did, I would not like to swear he did.

Q. It is only concerning the general elections of 1887?—A. Principally 1887.

Q. Then, did you keep an account of the various sums of money which you paid out in that election?—A. In which election?

Q. In the election of 1887?—A. I had an account for the receipts and the amounts paid out.

Q. Have you got that account?—A. That is the same thing; they are the vouchers I alluded to now; they are the receipts for the money I paid out.

Q. Now, I suppose you did not pay out money without having received it first?—A. Sometimes I did pay money without receiving it. I paid my own money out and had to trust to get it afterwards.

Q. You had to trust to get it back again?—A. Yes.

Q. But in this election of 1887 you received certain moneys for that fund?—A. Yes.

Q. Did you receive any by the hands of Sir A. P. Caron himself?—A. I think I did.

Q. Can you state to what amount?—A. I think it was twenty-five thousand dollars (\$25,000.00) or about that amount, it perhaps may be a little less?

Q. Through cheque, was it not?—A. It came to me in bank bills.

Q. You do not know the bills of what bank?—A. Well it is pretty hard to recollect now.

Q. I suppose it would be, unless you noticed it particularly. Was it the Quebec Bank?—A. I do not know. There might be some of the Quebec Bank, but I would not swear yes or no.

Q. You are sure it was not a cheque you received?—A. I am quite convinced it was in paper bills.

Q. Did you receive any from Mr. H. J. Beemer?—A. No, I got no money from Mr. Beemer.

Q. You got no money from Mr. Beemer?—A. No.

Q. Or any document representing money?—A. No.

Q. Any cheque?—A. Nothing at all.

Q. No note or anything of that sort?—A. Nothing at all, I had no transaction with Mr. Beemer concerning elections that I can remember.

Q. Did you receive any money from the Quebec and Lake St. John Railway Company?—A. No, sir.

Q. Not a cent?—A. Not a cent, none whatever.

Q. Neither cheque or bills?—A. Neither cheque nor bills nor notes nor anything else.

Q. Did you receive any from Lake St. John Railway Trading and Lumbering Company?—A. No.

Q. Not a cent?—A. Not a cent, no.

Q. During the whole period?—A. Not during the whole period; I never got a cent or a cheque or a subscription or anything like that.

Q. During the whole period, from 1882 to 1891?—A. Not a dollar.

Q. Neither in money nor cheques nor otherwise?—A. Neither in money nor cheques nor promissory notes.

Q. Did you receive any from James G. Ross, president of the Quebec and Lake St. John Railway Construction Company?—A. None whatever, not for the purpose of elections.

Q. Not for the purpose of elections?—A. None at all, not a cent.

Q. None from Ross Brothers?—A. None from Ross Brothers, either.

Q. Did you receive any from the Directors of the Construction Company?—A. None, neither directly or indirectly.

Q. Did you receive anything from either the Construction Company or the Quebec and Lake St. John Railway Company or Mr. Beemer, either directly or indirectly?—A. No.

Q. Did you know if you were the only person acting for the disbursement of money in these elections in this district?—A. I do not know of any other except myself for Federal elections.

Q. Do you think that if there had been anyone else acting you would have known it?—A. I think there was none, I did not know that there was. To my knowledge, there was none, that I have any knowledge of. I think I would have known it if there was.

Q. Mr. McGreevy, do you know whether any of the other sums which you received as part of that fund came to you either directly or indirectly from Mr. H. J. Beemer?—A. They did not.

Q. They did not?—A. No.

Q. Nor from the two companies which I have mentioned?—A. No. Neither from the Construction Company, nor the Lake St. John Railway Company, nor from Mr. Beemer.

Q. Had you any dealings other than those which you have mentioned in any way, with either Mr. Beemer or the railway company or the Construction Company?—A. No transactions whatever.

Q. Did you, Mr. McGreevy, have any conversation with Sir A. P. Caron, with regard to the electoral fund or its disposal?—A. Well, it is pretty far back now; you see it is four or five years ago, and there might have been a conversation, but I would not like to swear what particular conversation took place at the time. It is five or six years ago. There are many transactions took place that I would not like to swear to. I could not swear to any conversation.

Q. But there may be something that you might remember, Mr. McGreevy?—A. I do not know of anything particular.

Q. Were the subscriptions which you received sent in to you without solicitation on your part?—A. I got some of them myself, but what Sir A. P. Caron gave me it was not by my request at all, he handed it in to me.

Q. Did Sir A. P. Caron direct you with regard to the persons from whom you were to ask subscriptions?—A. No.

Q. Did Sir A. P. Caron tell you where he received the \$25,000 which he gave you?—A. Well it is pretty hard to state positively what transpired then, it being verbal. He gave it to me in bank bills, which I gave him receipts for.

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Q. But did he tell you where he got it?—A. He might have at the time, but I am not certain. I would not like to say yes or no as to whether he told me where he got the money at the time.

Q. Did you know where he got it?—A. Well, if I knew I must only have known from what he told me, because I knew nothing about it otherwise.

Q. Did you know?—A. I cannot swear positively.

Q. Whether you knew or not?—A. I would not like to swear to that.

Q. Well, you must have had an impression about it?—A. Well, of course I had impressions, but I do not know whether they might be correct or not.

Q. Have you any letters or writings of any kind which would inform you, to know where this money came from?—A. Oh, no, none whatever. There are no letters.

Q. Have you any correspondence, save these receipts you have mentioned with Sir A. P. Caron?—A. None at all.

Q. Have you any other books or documents which refer to these matters, with the exception of the receipts?—A. None, except the receipts. All other books, documents and cheques are up at Ottawa. I had them there during the investigation, and they have never been returned to me yet. I have never seen one of them since.

Q. They are now up at Ottawa?—A. Yes.

Q. And the only things you have are these receipts?—A. These receipts, that is, for my own protection.

Q. Did you communicate these receipts to any person?—A. I have communicated them to my counsel and others interested in the suit that was going on.

Q. Have you seen any of them made public?—A. I have seen them made public, but not with my authority or consent, but against it.

By Mr. Justice Tait :

Q. Do you know whether any of the money you received for election purposes, and have spoken of, came out of the subsidies that were voted by the Dominion Parliament to the Quebec and Lake St. John Railway Company?—A. I have no personal knowledge of that.

Q. Have you any reason to believe that any portion of these moneys did belong to the subsidies?—A. I would not like to swear to anything of the sort because I do not know.

By Mr. Justice Routhier :

Q. Sir Adolphe Caron never told you?—A. I do not think he did.

Mr. Archibald, counsel for the Crown, asked that there should be an order by the court that the witness produce the receipts before the Commissioners?—A. (Mr. McGreevy.) I promise, later, to bring them as soon as I can get them. I had sixteen cart loads of papers. I could not get hold of the particular trunks they are in, but I promise to produce them in court as soon as I can get them. I believe I will be able to produce them by Tuesday next.

Counsel for Sir A. P. Caron does not bring any cross-examination.

And further, for the present, deponent saith not.

QUEBEC, 4th October, 1892.

On this fourth day of October, 1892, Honourable THOMAS MCGREEVY, after being duly sworn, was recalled and deposed as follows :—

I have not found these papers yet ; I have been searching for them, but there are several boxes yet to go through.

Examined by Mr. Archibald, Counsel for the Crown :

Q. Are you in a position to say that you have searched thoroughly for them?—A. I have searched so far and have not completed my search yet, because there are a great deal of cases and boxes to go through. But I know they are in my possession somewhere ; I saw them last winter. I have been moving and packing up my things and they got mixed. I thought they were in the safe, and I went to the safe this morning and they are not there ; that is in the house I lived in on the Esplanade.

Q. You are not now in a position to say that these documents cannot be found?—A. Cannot say that. I would not say that. I think I can find them in the course of time.

Q. How much time do you require to continue your search?—A. It may be a couple of days yet before I can find them.

MR. ARCHIBALD, Counsel for the Crown.—I ask for an order of the court in the matter, that the search be continued and that the witness be ordered to produce them when found.

MR. FERGUSON, Q. C.—What papers are they ?

MR. ARCHIBALD, Q. C.—The orders on which the money was paid out.

MR. FERGUSON, Q. C.—Is that material ? It has been shown that the money was received for election purposes and the instructions of the Commission do not direct as to how it was applied.

By Mr. Justice Tait, Commissioner :

As I understand it, that is merely to shew that Sir A. P. Caron drew on these moneys in the hands of Mr. McGreevy ; of course, it is only as regards Sir A. P. Caron that the documents will be required. If Mr. McGreevy has any orders from Sir A. P. Caron in reference to this \$25,000, it might be considered relevant.

MR. FERGUSON, Q. C.—It strikes me that the object of the inquiry is to find out if these moneys were received for election purposes, and that has already been disposed of.

By Mr. Justice Routhier, Commissioner :

The best way to show that, would be to produce these papers.

MR. FERGUSON, Q. C.—Mr. McGreevy has shown that. We do not need to inquire whether Mr. McGreevy has told it as he ought.

MR. ARCHIBALD, Q. C.—I do not propose to go any further than to connect Sir A. P. Caron with the distribution of it.

Order of the Court applied for, granted.

Examined by Mr. Archibald, Q. C., for the Crown :

Q. As Mr. McGreevy is now in the box, I wish to ask him if he has received any money from the Témiscouata Railway Company?—A. None whatever.

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Q. You say you received no money whatever for political purposes from the Témiscouata Railway Company?—A. No, nor for any other purpose.

Q. Now, you received none from the directors?—A. None from the directors, neither.

Q. Nor from J. J. McDonald?—A. No.

Q. Nor from A. R. McDonald?—A. No.

Q. Nor from Doctor Grandbois?—A. No, nothing from any of them at all.

Q. From none of them at all?—A. None of them at all.

And further, for the present, deponent saith not.

I, Thomas P. Owens, sworn stenographer, of the House of Commons, do hereby certify the foregoing depositions to be a true and faithful reproduction of my stenographic notes.

QUEBEC, 26th October, 1892.

Honourable THOMAS MCGREEVY, of the city of Quebec.

The examination of the above named witness was resumed.

Examined by Mr. Bisailon, Q. C., of Counsel for the Crown :

Q. You have been ordered by the Commissioners to bring with you the orders for money from Sir A. P. Caron. Have you brought them?—A. I have got some ; yes, I brought them.

Q. Will you file them?—A. Well, I would rather not. I have no objection to give copies of them. I would rather keep the originals.

Q. Will you give copies of them?—A. If you wish to take copies of them I have no objection, but I would rather not file them. I gave up papers and documents in Ottawa last year and never got one of them back.

Q. Please read the papers and documents that you have now in your hands to the official stenographer?—A. The first is as follows:—

\$1000.

Please pay to Mr. Larose for legal expenses, Megantic, one thousand dollars, 8-2-87.

ADOLPHE P. CARON.

HONOURABLE T. MCGREEVY,

Quebec,

Received the amount.

D. L. LAROSE.

(Second) 3rd February, 1878.

Private

DEAR MR. MCGREEVY,

Will you oblige me by giving Mr. Tarte what he will explain to you is required?

Yours,

A. P. C.

Paid \$150 Tarte & Huot.

Q. Is that Mr. Tarte's signature?—A. No, it is not, I put that on myself.

(Third)

Received from Mr. McGreevy five hundred dollars, legal expenses, election of the county of Quebec.

ADOLPHE P. CARON.

By Mr. Archibald, Q. C. :

Q. Is there a date on that?—A. There is no date on this.

By Mr. Pentland, Q. C. :

Q. Has this any relation to the election of 1887?—A. I think so, I put it amongst the papers of 1887. I found it amongst those papers. I cannot swear positively whether it was 1887 or not, but that is my opinion, that is all.

(No.)

Please give Mr. H. B. Smith one hundred and fifty dollars for legal expenses for the county of Quebec.

HONOURABLE T. MCGREEVY,
Quebec.

Quebec 9, 2, 87,

ADOLPHE P. CARON.

Q. There is no date on that?—Yes, and there is a small note on it marked “paid” by myself.

Q. That was marked by yourself?—A. Yes, and is in my own hand writing.

By Mr. Justice Routhier :

Q. Was it paid?—A. It must have been paid when I marked it paid.

(No. 5.)

Received from Hon’ble Mr. McGreevy, two thousand dollars.
Quebec, 19-2-87.

ADOLPHE P. CARON.

(No. 6.)

\$200.

Received from Hon’ble T. McGreevy, two hundred dollars for legal expenses for the county of Quebec.

ADOLPHE P. CARON.

Q. Is there any date on that?—A. There is no date signed on that by him.

Q. What have you got to say about that one?—A. Just the same as I said in the other cases. I found it among my papers.

By Mr. Ferguson :

Q. That is all you know about the date of it?—A. That is all I know about the date of it.

(No. 7.)

\$400.

Please pay four hundred dollars, legal expenses. County of Quebec.
Quebec, 17 Feb., 89.

ADOLPHE P. CARON.

Q. This order does not state to whom the amount was paid. Do you know to whom it was paid?—A. No.

By Mr. Ferguson :

Q. Do you know if it was paid at all?—A. It must have been paid.

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By Mr. Bisailon, Q.C. :

Q. Do you know whether it has been paid ?—A. It was paid, but I am not going to swear to particulars because it is too long ago.

(No. 8.)

Received from Hon. T. McGreevy one hundred dollars for legal expenses, county of Quebec.

ADOLPHE P. CARON.

Q. There is no date to that ?—A. No.

By Mr. Ferguson :

Q. Have you any idea when you got that ?—A. I am under the same impression as before. It was mixed up with my papers of 1887.

(No. 9.)

Please pay to Mr. Desjardins, two hundred and fifty dollars, for legal expenses in the county of Montmorency.

19-2-87.

ADOLPHE P. CARON.

Received the above amount,

L. H. DESJARDINS.

(No. 10.)

Hon'ble T. MCGREEVY,
Quebec.

Please give bearer two hundred dollars for legal expenses for the county of Lévis.

ADOLPHE P. CARON.

Received two hundred dollars.

CHS. DARVEAU.

Q. Is there a date on that ?—A. No.

Q. Did you find this among the other papers of 1887 ?—A. Yes.

By Mr. Ferguson :

Q. And that is the only reason you think it is of that date ?—A. Yes.

(No. 11.)

Honourable T. MCGREEVY,
Quebec.

Please give bearer two hundred dollars for legal expenses, election of Bellechasse.

Quebec, 5-2-78.

ADOLPHE P. CARON.

Received the amount,

I. R. BELLEAU.

(No. 12.)

\$1,500.

Please give to Mr. Santerre, for legal expenses in the election of Bellechasse, five hundred dollars.

Quebec, 8-2-78.

Honourable T. MCGREEVY,
Quebec.

ADOLPHE P. CARON.

Received amount,

ADELARD SANTERRE.

(No. 13.)

Honourable T. McGREEVY,
Quebec.

Please give to bearer, Mr. Santerre, three hundred dollars, legal expenses for the county of Bellechase. 4-2-87.

ADOLPHE P. CARON.

Received the within amount,
ADELARD SANTERRE.

(No. 14.)

Please give bearer, Mr. Belleau, four hundred dollars for legal expenses for the election of Bellechase.

Quebec, 12-2-87.

ADOLPHE P. CARON.

Honourable T. McGREEVY,
Quebec.

Received the amount,
EUS. BELLEAU.

(No. 15.)

\$100.

Please give bearer, Mr. Fradette, one hundred dollars for legal expenses in the Bellechasse election.

Quebec, 9-2-87.

ADOLPHE P. CARON.

Received amount,
PIERRE FRADETTE.

(No. 16.)

Received from Honourable T. McGreevy, one thousand dollars for legal expenses in election of Berthier.

Quebec, 7-2-78.

JOS. ROBILLARD.

Q. Who is Joseph Robillard?—A. I think he was a candidate for the county of Berthier.

Q. For the Local election or the Federal?—A. I think it is the Federal. I think you will find a receipt for this somewhere else.

(No. 17.)

Pay to W. Larue balance of amount assigned to the county of Portneuf.
Quebec, 17 Feb., '87.

ADOLPHE P. CARON.

(No. 18.)

\$800.

Please give eight hundred dollars to Mr. Santerre, eight hundred dollars legal expenses in the Bellechasse election.

Quebec, 14th Feb., '87.

ADOLPHE P. CARON.

MR. T. McGREEVY,
Quebec.

Q. There is no receipt on this order?—A. I do not see any.

Q. Do you know if it was paid to Mr. Santerre?—A. It must have been paid.

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(No. 19)

To the Honourable T. MCGREEVY,
Quebec.

Please give to bearer under cover to P. Landry, Esq., one thousand dollars for legal expenses in election of Montmagny.

Quebec, 10th February 1887.

ADOLPHE P. CARON.

Received one parcel said to contain above amount.

H. HEBERT.

(No. 20)

Dear Mr. McGreevy,—Please give Mr. Desaulniers five hundred dollars for which he will give you his note. This has been agreed to by him and myself.

ADOLPHE P. CARON.

(No. 21.)

Quebec, 4th February, 1887.

Six months after date, I promise to pay to my order, at the Union Bank, here, the sum of five hundred dollars, for value received.

F. L. DESAULNIERS.

Paid 8th August, 1889.

No. 69.

Quebec, P. Q.

6-7th August

H. M

710.

7-8th August.

A. That last is a note that Mr. Desaulniers gave me that he never paid.

Q. Had that anything to do with the election of 1887?—A. Yes, it had all to do with it, because it is amongst those papers and the note was given to him in the beginning for election purposes; I think so; that is my opinion.

By Mr. Ferguson :

Q. There is no date on it and you cannot say?—A. There is no date on the order.

(No. 22.)

\$200. Please pay Mr. Julien Chabot, two hundred dollars, legal expenses for the election of Lévis.

Honourable T. MCGREEVY,
Quebec.

Quebec, 14th February, 1887.

ADOLPHE P. CARON.

Q. Was this amount paid to Mr. Chabot?—A. Yes, I have a receipt for it.

(No. 23.)

Hon'ble T. MCGREEVY.

Please pay bearer Mr. V. W. Larue, N. P., Quebec, five hundred dollars (\$500) for legal expenses for the county of Quebec.

QUEBEC, 25-1-87.

ADOLPHE P. CARON.

That last is endorsed on the back as follows:—

(No. 24.)

Please pay to J. E. Prince, Esq., the legal agent of Mr. Ed. J. Duchesnay, the Conservative candidate in Portneuf Co.

Quebec, 25-1-87.

V. W. LARUE.

Received the above amount this 31st Jan., 1887.

J. E. PRINCE.

Q. Have you any doubt that the amount paid to Mr. Prince is the same amount ordered by Sir A. P. Caron?—A. I believe it is.

Q. According to this, the order was in favour of Mr. Larue and he ordered it to be paid to Prince?—A. That is how it turns out.

(No. 25.)

DEAR MR. MCGREEVY,—Please give Mr. Tarte five hundred dollars. I shall explain.

ADOLPHE P. CARON.

Received the amount.

J. I. TARTE.

Q. Have you any doubt about this amount having been paid during the election of 1887?—A. I have no doubt about the amount having been paid.

By Mr. Ferguson :

Q. Had it anything to do with the election?—A. I believe so, I found it amongst the papers of the election of 1887.

(No. 26.)

Please give bearer, Mr. Chassé, two hundred (200) dollars for expenses to Gaspé and back.

Quebec, 4, 3, 87.

ADOLPHE P. CARON.

To Honourable THOMAS MCGREEVY,
Quebec.

Received the amount of \$200, 4th March, 1887.

H. CHASSÉ.

(No. 27.)

Please pay four hundred dollars for Gaspé election.

Quebec, 8-3-87.

ADOLPHE P. CARON.

(No. 28.)

\$300.

Give V. W. Larue, Esq., three hundred dollars for legal expenses for county of Portneuf.

A. P. CARON.

Honourable THOMAS MCGREEVY,
Quebec.

Received the amount of three hundred dollars as mentioned in order on Mr. McGreevy.

V. W. LARUE.

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(No. 29.)

\$800.

Please pay to Mr. W. Larue for legal expenses in the election of Portneuf.
Quebec, 12, 2, 87.

ADOLPHE P. CARON.

The Honourable Thomas McGreevy, Quebec.

Received eight hundred dollars.

12, 2, 87.

V. W. LARUE.

(No. 30.)

\$1,000.

Please pay one thousand dollars to Mr. Robillard, for legal expenses of Berthier.

A. P. CARON.

Q. There is no date on that?—A. No, there is no date.

MR. FERGUSON objects to the filing of documents without dates.

By Mr. Bisailon :

Q. Will you please state whether the receipt dated the 7, 2, 87 related to this order that you have just read?—A. I take it as such. I put them together for that purpose. I put the receipt with the order together for that purpose. That is the reason I brought it here.

(No. 31.)

\$200.

Please pay to the bearer, J. A. Morency, Esq., two hundred dollars, being for legal expenses in the county of Beauce.

Quebec, 31, 1887.

A. P. CARON.

Received the amount.

J. A. MORENCY.

Q. Have you any doubt that this was paid during the election of 1887?—
A. There is no doubt about the payment being made.

Q. During the election of 1887?—A. I won't swear more than I believe.

(No. 32.)

Please give Mr. Tarte three hundred dollars for legal expenses in the county of Charlevoix.

Quebec, 25-1-87.

ADOLPHE P. CARON.

Received the amount.

J. I. TARTE.

(No. 33.)

\$800.

Please pay eight hundred dollars, legal expenses for the election of Charlevoix.

Quebec, 7-2-87.

ADOLPHE P. CARON.

Q. Has that been paid?—A. There are more of them there that have not been paid. All the orders have been paid.

Q. You cannot say to whom it has been paid for the county of Charlevoix?—A. No; but when there was no money paid I gave the money back.

Q. Was it paid to Mr. Tarte?—A. It may have been paid to him or somebody else.

(No. 34.)

MY DEAR MR. MCGREEVY,

Please give, for me, two hundred dollars to Tarte and Casgrain, for me, on account of Beauport.

Yours very truly,

(13-6-82.)

ADOLPHE P. CARON.

By Mr. Bisailon, Q.C.:

Q. I notice that nearly all these receipts are endorsed. Were they endorsed by yourself or by your clerk?—A. Some of them are by myself and some by my clerk. Gaspé, \$400, that is myself; Megantic, \$1,000, that is myself; Quebec county, \$150, that is not mine. It is in young Power's handwriting, my clerk, who is dead. Quebec county, \$500, that is my writing; Quebec county, \$150, that is not mine; Quebec county, \$2,000, that is not mine; Quebec county, \$400, that is mine; Montmorency, \$250, that is my handwriting; Quebec county, \$1,000, that is mine; Lévis, \$200, that is my clerk's handwriting; Bellechasse, \$500, \$100 and \$400, that is by me; Quebec county, \$400, that is by me; Montmagny, \$1,000, that is by me; Lévis, \$200, that is by me; Berthier, \$1000, that is by me; Charlevoix, that is by my clerk, I think.

Q. Now, Mr. McGreevy, the endorsement was taken; was it your habit to put the papers away in certain places?—A. Yes, I generally put them together.

Q. The documents of one year would not be mixed up with the documents of another year?—A. I do not say that they might not happen to get in. I do not swear to that.

Q. But it would be the exception?—A. I found them mixed up in some cases, but I separated all these as far as I could.

Q. Did you keep a book of account of the payment made of any orders from Sir A. P. Caron?—A. I kept no account at all. I simply kept a memorandum, but no books.

Q. Could you say by the memorandum, the dates of the different payments that have been made?—I cannot swear whether I have got that memorandum or not. I brought everything that I could discover in the name of Sir Adolphe Caron, or in his hand-writing.

Q. You did not find any memorandum?—A. No, there is no memorandum separately for that.

Q. Are you sure of that?—A. I am quite sure of it.

Q. Were the amounts paid in cash or in cheques?—A. I paid no cheques at all. Everything was paid in bank bills.

Q. Will you state whether the different amounts that you have paid according to these orders have been charged to the amount deposited in your hands for the election of 1887?—A. Of course, charged to the expenditure of 1887.

Q. That is out of the \$25,000 that you received from Sir A. P. Caron?—A. I do not say exactly that. There were other funds besides that, it might have been taken out of other funds.

By Mr. Justice Routhier:

Q. Well, out of the general fund?—A. Yes, out of the general fund.

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By Mr. Archibald :

Q. And that \$25,000 formed part of the general fund?—A. Yes, it formed part.

By Mr. Bisailon :

Q. Have you got any means of becoming positive that the amount of the orders or receipts that were produced were paid during the election of 1887?—A. It is my impression, and that is why I brought them, yet there may be a mistake and I cannot swear to it.

Q. You have no other means to recollect?—A. No.

Q. These documents that you have filled were in your possession, bearing the signature of Sir A. P. Caron, and referred to the elections of 1887?—A. I have put everything in that I got, either in his hand writing or signed by him.

Q. There is no other?—A. Not that I am aware of.

Cross-examined by Mr. Pentland, Q.C., of Counsel for Sir A. P. Caron :

Q. Under what circumstances did you get this note from Mr. Desaulniers?—A. It was for the election of 1887.

Q. Was it paid?—A. It never was paid. I would not have the note if it was paid.

Q. How do you know that this note was sent to you from Sir A. P. Caron?—A. Only by the letter that accompanied it.

Q. Was the letter annexed to it?—A. The letter must have come with it or I would not have taken his note and given him the money.

Q. Will you kindly look at the letter and state whether it bears any date?—A. There is no date on the letter.

Q. Does the letter appear to have been annexed to the note in question?—A. Not that I am aware of; I got his note and gave him the money for it and he never paid it.

Q. What did you do with these two papers; the note and the paper which you call a letter?—A. I found them amongst the other papers. I found them amongst the payments for 1887.

Q. They were not attached when you found them, they were separate as they are now?—A. I cannot tell that. In looking over the papers, I found the note there, and I remember taking the note from him and giving him the money for it previous to the election of 1887, and I found this order to give it to him amongst the others.

Q. In looking over the papers to produce before this Commission you found them separate?—A. I found them altogether in a parcel.

Q. They were separate?—A. I am not going to swear positively that it was given in 1887. I assumed it was in it.

Q. You only assumed that this paper or letter was given in connection with the election of 1887?—A. Yes.

Q. You will not swear it was?—A. No.

Q. You were not in the habit of instituting proceedings upon any unpaid notes that were given in connection with the elections to force the makers to pay them by legal proceedings?—A. I do not think I ever sued anyone for an election.

Q. Do you remember threatening Mr. Desaulniers with proceedings on that note?—A. I might have done so, because he got more than the amount that was allotted to him.

Q. Did he get more than the amount mentioned in that note?—A. He got a great deal more in connection with the elections.

Q. I want to know whether or not you did not threaten him with legal proceedings in connection with that note?—A. No; I think that was not the legal proceedings note. It was in connection with an order for another \$500, which Sir Adolphe had nothing to do with. He gave an order on the paymaster of the House of Commons and he dishonoured it.

Q. It was a private matter?—A. It was not a private matter, it was in connection with the elections.

Q. It was not this matter?—A. No.

Q. You swear you did not threaten Mr. Desaulniers to compel him to pay this note?—A. I might have done so, but he did not pay the note. I threatened him about the other \$500, that he got me to give an order on the paymaster of the House of Commons for, which he dishonoured and would not pay.

Q. I find, Mr. McGreevy, among the orders filed by you in your examination in chief, a number of them with no dates attached thereto; can you swear positively that these orders were given in connection with the election of 1887?—A. I am not going to swear positively.

Q. You cannot swear positively?—A. No.

Q. In point of fact, they were not all paid out of the \$25,000 deposited, you were the general treasurer, if I mistake not, for this district?—A. I cannot state what was paid out of the \$25,000.

Q. You were treasurer for the general fund?—A. Yes, for the district of Quebec.

Q. And this fund received money from different sources and quarters?—
—A. There were other amounts besides that.

And further deponent saith not.

And I, Thomas P. Owens, sworn stenographer, do declare, under oath I have taken, that the above is a true and faithful transcript of the shorthand notes of the evidence of the above named witness.

QUEBEC, 1st October, 1892.

The Royal Commission appointed to inquire as to the truth or falsity of the charges preferred against the Honourable Sir Adolphe P. Caron, met at the Court-house in the city of Quebec, this morning.

PRESENT :

The Honourable Adolphe Basile Routhier,

“ Melbourne M. Tait,

Commissioners.

JAMES GEGGIE, of the city of Quebec, accountant for the firm of Ross & Company, being duly sworn, deposeth as follows:—

Examined by Mr. Archibald, Q.C., Counsel for the Crown :

Q. Mr. Geggie, you are, I think, in the employment of Messrs. Ross & Company?—A. I am.

Q. In what capacity?—A. I have been for many years confidential clerk.

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Q. And in that capacity you are well acquainted with the transactions of that firm?—A. Yes.

Q. And with the entries in their books?—A. Yes.

Q. Particularly with the transaction between the firm and H. J. Beemer?—A. Yes.

Q. Will you please look at the memorandum HJB 2, purporting to shew certain notes granted by H. J. Beemer, in favour of Messrs. Ross & Company, of the dates mentioned in the memorandum, and say if you have knowledge of the transactions referred to in that memorandum?—A. I have knowledge.

Q. Are those transactions entered in the books of Ross & Company?—A. They are.

Q. Will you please explain the consideration given by Ross & Company for the notes mentioned in that memorandum, if any?—A. There are none.

Q. There was none?—A. There was no consideration.

Q. Then why were the notes given?—A. Mr. Ross discounted them for Mr. Beemer.

Q. Did he give Mr. Beemer the proceeds?—A. I think so, we charged Beemer with the cheques that were given for these notes.

Q. You charged Beemer with the cheques Mr. Ross gave for these notes?—A. Yes.

Q. To what purpose were the cheques given for these notes applied?—A. I do not know.

Q. You do not know?—A. No.

Q. Have you in your possession the cheques that were given for these notes?—A. I have.

Q. Do you now produce them?—A. Yes. I now produce five (5) cheques signed, drawn by Ross & Company payable to H. J. Beemer or bearer. The first marked exhibit JG 1, being for five thousand dollars (\$5,000) and of date fourth of February, 1887, the second being for the sum of four thousand seven hundred and fifty dollars (\$4,750) date ninth February, 1887, exhibit JG 2, the third exhibit JG 3, of date ninth February, 1887, for the sum of \$5,250, the fourth, marked JG 4, of date the 18th February, 1887, for the sum of \$5,000 and the fifth, JG 5, of date the 19th February, 1887, for the sum of \$4,406.49. These cheques represent the proceeds of the five notes mentioned in the memo. exhibit HJB 2.

Q. Are you not aware that Mr. Beemer never handled these cheques nor never saw the actual cash proceeds of the cheques?—A. I am not aware.

Q. Are you not aware that the proceeds of the cheques were credited in your books to Mr. Beemer to recoup a certain charge that has been made against him for election purposes?—A. I am not.

Q. Are you aware that the proceeds of these cheques went into the general election fund of 1887?—A. I am not.

Q. Is there any entry in the books of Ross & Company which indicates that any money had been contributed to the general election fund of 1887?—A. There is not.

Q. Are you aware that any sum of money or have you reason to believe that any sum of money was contributed either through Ross & Company or through Beemer to the general election fund of 1887?—A. I am not aware of any such matter.

Q. I ask you, have you any reason to believe that any sum was so contributed?—A. I have no reason to believe it. I do not see what I have to do with Beemer anywhere in that connection.

Q. You have to answer the question that I put to you, that is all?—A. Certainly, I am aware of that, sir.

Q. You say that you have no reason to believe; now, have you been informed by the Honourable James G. Ross or by any other person that such was the case?—A. No.

Q. Do you know by whom these cheques were presented at the bank?—A. No.

Q. Were they presented by you?—A. I think not.

Q. In whose handwriting are they drawn?—A. There is one in mine; I think exhibit JG 5 is altogether in my handwriting, exhibit JG 4 is by Mr. Ross, himself, JG 1 is by Mr. Ross, himself, with the exception of the date and number, which is in my handwriting, exhibits JG 2 and JG 3 are written by me but signed by Mr. Ross.

Q. Now, were those cheques sent to the bank by some person in the employment of Ross & Company?—A. I cannot say.

Q. Have you any reason to believe they were?—A. I have not.

Q. Mr. Geggie, I presume you made stubs of these cheques?—A. Yes.

Q. Have you got them here?—A. I have not.

Q. Well, you must bring them here if you do not know any more about them than that. Do you know whether the name of any politician is on the stubs of these cheques?—A. On two of the cheques; the one for \$4,750.00 and the one for \$5,250.00. The letters A. P. C. are on the stubs of these two cheques.

Q. What do the letters A. P. C. mean?—A. I presume they mean A. P. Caron.

Q. Yet you swear you have no reason to believe they went to the election fund?—A. I do not think I swore that; I swear that I could not tell from the initials. If Mr. Ross put A.P.C. as he did on these cheques, that is not to tell me that they went to a political fund at all.

Q. Mr. Geggie, you say that on two of these stubs the letters A. P. C. appeared?—A. Yes.

Q. The stubs of which cheques were these?—A. The stubs corresponding with exhibit JG 2 and JG 3.

Q. Now, do you swear positively that the letters A. P.C. did not appear on any of the other stubs?—A. I do.

Q. What did appear on the stubs?—A. Nothing at all, just H. J. Beemer for notes.

Q. You are acquainted intimately with the account of Ross & Company with Beemer?—A. Yes.

Q. Ross & Company made advances to Beemer on progress estimates?—A. Yes.

Q. Are you able to say whether the notes in question are advances upon the notes, were in connection with the progress estimates for the railway?—A. They were not.

Q. Was the sole account between Ross and H. J. Beemer, I mean the account as entered in your books, an account to advances on subsidies?—A. No, it is not.

Q. Well, what other account was there?—A. Well, we gave him advances when he constructed the waterworks in Quebec. We gave him advances on that.

Q. I do not want to go into that; I mean were there any private accounts?—A. No. We gave him advances on locomotives, cars, steam shovels, and

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things of that kind, but there was no private account aside from the construction account.

Q. To what account of Mr. Beemer did you charge the cheques you now produce?—A. To the account then called No. 2 account.

Q. What account was that?—A. The account for the construction of a portion of the railway. I cannot tell you now because I did not look to see how it connected. We had a No. 2 account and we began in January, 1887, a No. 3 account for another portion of the railway and as the No. 2 account was being worked out by subsidies, these cheques were charged in that No. 2 account.

By Mr. Justice Tait :

Q. When you speak of the railway, do you mean the Lake St. John Railway?—A. I mean the Lake St. John Railway, sir.

By Mr. Archibald :

Q. And these cheques were not given as advances upon progress estimates?—A. They were not.

Q. Then, unless Mr. Beemer actually got the proceeds of these cheques in cash, there was no consideration for his notes given to him?—A. There was no consideration given to him if he did not get the cash.

Q. That is to say, you got his promissory notes for a matter outside of progress estimates?—A. Yes.

Q. And outside of your contract for advances to him?—A. Yes.

Q. And you granted the cheques which you have produced as the proceeds of these promissory notes?—A. Yes.

Q. Then, if Mr. Beemer did not get the actual proceeds of these notes, you must have used them for some other purpose?—A. We must.

Q. Not if he did not get the actual proceeds; there was no consideration for them on his part?—A. To him, no.

Q. Now, have you any doubt in your mind that the proceeds of these cheques went to the election fund of 1887?—A. It may have gone that way.

Q. It may have?—A. It may have gone that way.

Q. Have you not a moral certainty that it did go that way?—A. My knowledge regarding these notes is this: Mr. Ross gave me the notes and said, "I have agreed to discount these notes for Beemer, and when he comes you can give him the money." Mr. Beemer came over, or he sent over, I cannot remember which now, but the cheques were given at different times, and I understood then that it was simply a discount that we were making for Beemer. Everybody knew that there were elections going on, but I did not know that Mr. Ross was consenting to give Beemer any money to the extent of \$25,000 for that. I did not know at all.

By Mr. Justice Tait :

Q. From your personal knowledge of the transaction, have you any reason to believe that the money did go to an election fund?—A. No.

By Mr. Fitzpatrick, Q.C. :

Q. You may be aware from knowledge you may have acquired within the last few days?—A. That is just it.

By Mr. Archibald, Q.C. :

Q. Having examined the books and heard all about these transactions, are you in a position now to state where the money represented by these cheques

went?—A. Since I have heard the evidence that has been given here, I think it did go in that way.

By Mr. Pentland, Q. C. :

Q. But not from anything you find in your books?—A. So far as the books are concerned, it appears to be a discount transaction for Beemer; that is the way our books appear.

By Mr. Justice Tait :

Q. Can you in any way, from your books, account for the application of that money otherwise than that it did go towards the general election fund?—A. No, I cannot; there is nothing in the books.

By Mr. Archibald, Q. C. :

Q. Have you heard the evidence of Mr. Beemer, or have you seen it?—A. I have.

Q. Taking the two in connection, is there any doubt remaining in your mind that this is the same money to which he referred yesterday as given for election purposes?—A. It may be the same money. He may have got money from other parties, I cannot tell you.

Q. What section of railway did account No. 2 refer to?—A. I do not know.

Q. Did it refer to a certain section of the Quebec and Lake St John Railway?—A. Yes.

Q. Concerning which subsidies have been transferred to Ross & Company?—A. Yes.

By Mr. Justice Tait :

Q. It is the same in regard to No. 3 account?—A. Yes, the same with regard to that. The account was a very large account with Beemer and it was as much for our own convenience as anything else that we divided it into Nos. 1, 2 and 3.

By Mr. Archibald, Q. C. :

Q. Then, are there no entries whatever in the books of account of Ross & Company that can give any further explanation of what was done with the proceeds of these cheques that you have produced?—A. There is not.

Q. Mr. Geggie, as transferee of the subsidies granted to the Quebec and Lake St. John Railway, how did the different subsidies come into your possession?—A. The money from the Dominion subsidies was usually paid to the Québec Bank in Ottawa, and the Quebec Bank here transferred it to Ross & Company's account. I think it was invariably that way.

Q. Simply transferred?—A. Simply transferred. We got the notarial transfers and we would send it to Mr. Noel, of the Quebec Bank, Ottawa, and, as the subsidies became due, he collected the amount and transferred it from the Quebec Bank there to the Quebec Bank here, so that we actually never saw the money.

By Mr. Justice Tait :

Q. It was to the credit of Ross & Company's account?—A. Yes, in Ottawa first and then transferred here.

By Mr. Archibald, Q. C. :

Q. What was to be done with the notes of Beemer which he had given you in anticipation of these subsidies?—A. Beemer, as a rule, did not give us notes, but Ross & Company gave him notes. The monthly estimates would be

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brought in for \$40,000 or \$50,000 as the case might be. If we had the money at the time we would get a cheque, but if not, he would get a note. When that note became due we paid the note and we have the note.

Q. Now, with respect to these particular notes mentioned on memorandum exhibit HJB 2, how were they paid?—A. They were paid by Beemer.

Q. By Beemer's own cheques?—A. Yes.

Q. Not be credit on subsidies you had received?—A. No, sir.

Q. You are sure of that?—A. I am quite sure. We can trace out the payment of these notes through our No. 2 account. The notes were renewed several times, as he could not pay them on maturity, and we can trace out the payment of each individual note.

Cross-examined by Mr. Fitzpatrick, of Counsel for Sir Adolphe P. Caron:

Q. Referring to the last part of your examination first, are you in a position to say absolutely that all of Beemer's notes that were given to Mr. Ross, three on the third of February, 1887, and two on the 18th of the same month, were paid directly by Beemer, out of his own moneys, without reference to the subsidies which had been transferred to you at all?—A. I am prepared to say that they were paid by Beemer out of his money.

Q. Now, were they paid in any way by Ross & Company out of the subsidies that were transferred to Ross & Company by the Federal Government?—A. They were not.

Q. Does this memorandum, exhibit HJB 2, show how each of these notes were disposed of at maturity?—A. It shows how they were paid by Beemer.

Q. Without reference to your subsidy account at all?—A. Without reference to the subsidies at all.

Q. Mr. Ross, of whom you have spoken, was a very wealthy man, was he not?—A. He was.

Q. He was a Senator of the Dominion of Canada?—A. Yes.

Q. He was a strong and you may say a violent conservative?—A. I would not say that, but he was a strong conservative.

Q. He was very active in his tory tendencies?—A. Yes.

Q. He was a candidate in Quebec Centre on two different occasions?—A. Yes.

Q. Would you mind telling us what his political experience cost him as a conservative candidate?

COUNSEL FOR THE CROWN objects to the question as irrelevant.

MR. FITZPATRICK states that he wishes to show that Mr. Ross was ever ready with his money to serve his political party and he could show that he spent \$40,000 on one election; he would, however, withdraw the question.

Question withdrawn.

Q. Do you know that, as a candidate or as a partisan of the Government, a large amount of money has been expended by Mr. Ross?—A. As a candidate, he expended a very large amount.

By Mr. Bisailon, Q.C.:

Q. But as a conservative?—A. As a conservative he always helped the party.

By Mr. Fitzpatrick, Q.C.:

Q. Both with influence and money?—A. Yes.

Q. As far as your knowledge goes, when did Mr. Ross begin to take an active interest in politics as a conservative?—A. He has taken an active interest ever since I can remember. I know when the National Policy was brought up he was very active in getting it in force.

Q. Now, in 1874, he was a candidate in Quebec Centre as a conservative?—A. He was a candidate against Cauchon.

Q. He then ran as a conservative, did he not?—A. He did.

Q. You said he was a strong supporter of the National Policy. Did he show interest in the National Policy by showing himself, by offering himself as a candidate again in 1878 for Quebec Centre?—A. Yes.

Q. He was also a strong personal friend of Sir Adolphe Caron?—A. He was.

Q. And they had been friends for a great many years?—A. Yes, and a friend of his father, too, Governor Caron.

Q. And on many and many occasions Sir Adolphe Caron has had financial relations with Mr. Ross?—A. He has had on some occasions.

Q. They were of a commercial character?—A. Yes.

Q. As far as your knowledge of these transactions goes you find that the notes mentioned in exhibit HJB 2 were discounted by Messrs. Ross & Company and that when the notes matured they were paid to Ross & Company directly by Beemer without reference to the subsidies at all?—A. Yes.

Q. And that in connection with these notes the cheques which you produce this morning were given?—A. Yes.

Q. How the proceeds of these notes went you know nothing personally except so far as you have been able to gather from the information taken from the books or what you have heard from the different witnesses examined here?—A. No.

Q. This transaction, as far as Mr. Ross giving the cheques is concerned, was given personally, and you do not know anything of the matter at all?—A. I do not know anything of the matter.

Q. You spoke of the initials APC being put on the stubs of two of these cheques; these initials were put on by Mr. Ross?—A. Yes.

Q. It is a surmise on your part as to what the initials APC mean?—A. Yes.

Q. Do you know of any bargain or agreement that has ever existed that these cheques or any portion of them were to be charged to any subsidy account?—A. No, I do not.

Q. You do not know that, so far as your knowledge goes and the knowledge of Mr. Ross's affairs are concerned, that these cheques were ever given with the expectation of obtaining any increased subsidies for the Lake St. John Railway?—A. No.

Q. The account in which you say these cheques are charged shows the payment of the money to Beemer and the receipt of the money from Beemer?—A. It does.

Q. It is an entry complete in itself, the payment out of \$25,000 and the receipt from Beemer of \$25,000?—A. Yes.

Q. The accounts were kept in the form you have indicated: Nos. 1, 2, and 3 simply for convenience?—A. Yes.

Q. You kept no separate account for the construction of the Lake St. John Railway, as different from any other advances which you made to Beemer?—A. No, I did not.

Q. The whole account, as far as Beemer is concerned, is a general account for the transactions which Ross & Company had with him?—A. Yes.

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Q. Beemer has received advances from Ross & Company for the construction of the Quebec, Montmorency & Charlevoix Railway?—A. Yes.

Q. He has also received advances in connection with the Roberval Mill and Limits?—A. Yes.

Q. All these advances are in the same accounts?—A. There are separate accounts for that.

Q. But in these Nos. 1, 2 and 3 accounts?—A. Not at all. One, two and three accounts were the Lake St. John Railway accounts.

Q. Has Beemer, to your knowledge, different sources of revenue; do you know that he is interested in the Quebec, Montmorency & Charlevoix?—A. Yes.

Q. And the Roberval Mill?—A. Yes.

Q. And the Roberval Hotel?—A. Yes.

Q. And necessarily he must have been receiving money from these sources in 1887 and following years?—A. He must have.

Q. The subsidies which, so far as your books are concerned and so far as your knowledge of the transactions with Beemer and Ross & Company are concerned, were all applied to the progress estimates for which you made advances for the construction of the railway?—A. The subsidies were applied to pay all the advances we gave Beemer on any of the progress estimates.

By Mr. Archibald, Q.C. :

Q. You did not keep any separate account relating to different classes of subsidies, did you?—A. We did not.

Q. They are all together?—A. All together.

And further deponent saith not.

I, Thomas P. Owens, one of the official stenographers for the House of Commons of Canada, sworn stenographer in this cause, do declare, on the oath I have taken, that the above is a faithful transcript of the evidence of the above named witness, taken by me by means of stenography.

QUEBEC, 4th October, 1892.

ERNEST FREDERICK WURTELE, Book-keeper for H. J. Beemer, being duly sworn, deposed :—

Examined by Mr. Archibald, Q.C., Counsel for the Crown :

Q. Mr. Wurtele, will you please look at the cheques, exhibits JG 1, JG 2, JG 3, JG 4 and JG 5, and say whether the proceeds of these cheques ever went to Mr. Beemer?—A. I do not know, sir, I never saw the cheques before.

Q. You never saw the cheques before?—A. No, sir, I never saw these cheques.

Q. What position do you occupy in the employ of Mr. Beemer?—A. I have occupied two or three different positions, I have been accountant since 1885 or 1886.

Q. What position did you occupy at the date of the cheques?—A. I was in Mr. Beemer's employ as accountant.

Q. Then, as accountant, you would know what entries were made in the books?—A. Yes, sir, in Quebec.

Q. Are there any entries in the books showing payment of these cheques?—A. Not in my books.

Q. That is, the books of Mr. Beemer which you keep?—A. Yes, sir.

Q. That is, all the books that are in Quebec?—A. Yes.

Q. Referring to the business in Quebec?—A. Yes, sir.

Q. Among other things, referring to the business of the construction of the Lake St. John Railway?—A. Yes, sir.

Q. So you are able to say that the cash proceeds of these cheques did not go through your books?—A. They did not, sir.

Q. You are aware that these cheques represent the proceeds of the notes of which Mr. Beemer spoke in his examination?—A. Well, from the evidence I have seen, I believe they are the proceeds of the notes which I was advised had been issued, but that they are so, I am not positive.

Q. Have you any doubt that the proceeds of these cheques constitute the sum which the Honourable Mr. McGreevy spoke of as having been paid by Sir A. P. Caron?—A. I am not aware that they were.

Q. Have you any doubts about it?—A. I do not know anything about it at all, I do not know whether they are or are not.

Q. All you know is, that they did not go through your books or into Mr. Beemer's account?—A. No, sir, they did not.

The witness was not cross-examined.

And further deponent saith not.

I, Thomas P. Owens, sworn stenographer, of the House of Commons, do hereby certify the foregoing deposition to be a true and faithful reproduction of my stenographic notes.

QUEBEC, 4th October, 1892.

A. R. McDONALD, Superintendent of the Intercolonial Railway, being duly sworn, deposed as follows:—

Examined by Mr. Bisailon, Counsel for the Crown:

Q. Mr. McDonald, you were one of the promoters of the Temiscouata Railway Company, were you not?—A. I was.

Q. You were the first promoter?—A. Yes, sir.

Q. You organized the company yourself, did you not?—A. Yes, sir.

Q. Will you state when this company was organized by you?—A. I think it was in December, 1885, or January, 1886, I am not quite sure.

Q. Who were the first directors of this company?—A. P. E. Grandbois, member of parliament for the county of Temiscouata, in the House of Commons; George H. Dechesne, ex-member for the county of Temiscouata, in the Quebec Legislature; D. Rossignol, M.D., Fraserville; Charles Bertrand, Islevert; William McCarthy and Rodger Ryan, both of Ottawa; J. Israel Tarte and Hector Cameron.

Q. Was J. J. McDonald not a director?—A. No. J. J. McDonald was not a director.

Q. How was this company incorporated, was it by act of parliament, or by letters patent?—A. Letters patent.

Q. Before the company got its letters patent, was there any subsidies voted in favour of the railway between River du Loup and Edmundston?—A. Yes, there was.

Q. What was this subsidy?—A. If I recollect well, it was \$6,000 per mile; however, I am not sure. I know the first subsidy was \$3,200 per mile,

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and there was a subsequent subsidy voted of \$2,800 ; I am not sure if it was voted before we were incorporated or not, but my impression is, the subsidy was voted.

Q. It was in favour of the company to be organized ?—A. Yes, to build the railway between Edmundston and Fraserville.

Q. And subsequent to this there was another subsidy voted by parliament?—A. Of \$498,000 ; that is \$6,000 per mile. That is the one I have referred to.

DEC 11 Q. And by the same act that granted these subsidies, power was given to organize a company that would be incorporated by letters patent ?—A. Yes.

Q. And it is according to this act that your company was so incorporated by letters patent?—A. There was an act passed subsequent to this in 1887, incorporating us and granting powers to the Temiscouata Railway.

Q. That is confirming the powers given by letters patent ?—A. Yes.

Q. The company was organized by you, under this act of 1887, was it not?—A. No, it was organized before that.

Q. What was the capital of the company ?—A. Five hundred thousand dollars, but it was raised afterwards to one million dollars. (\$1,000,000.)

Q. When ?—A. I do not recollect, but I think it was in 1887 or 1888.

Q. You were not authorized by the act of parliament of 1887, to raise it to that?—A. Well, it was in 1888 ; I am not sure. I know we were authorized to increase our capital.

Q. By subsequent act ?—A. Yes.

Q. What were the shares of the company ?—A. One hundred dollars.

Q. Were all the shares subscribed, to the amount, \$500,000, when the act of 1887 was passed ?—A. No, there were only \$125,000 subscribed ; that was the amount required by the act.

Q. Well, Mr. McDonald, you were ordered by subpoena to bring with you all agreements, correspondence, papers, vouchers or documents of any kind relating to the sale to J. J. McDonald of the interest in the Temiscouata Railway, or to the payments for construction thereof, and the contributions, by any person financially interested in the subsidies to said railway, for election purposes, to aid in the election to the House of Commons of Sir A. P. Caron, or other members or supporters of the Government of which he was a member ; have you got any of the books or papers herein mentioned ?—A. No. Not being president of the company now, I have nothing to do with it.

Q. You are not president now ?—A. No.

Q. Who is now the president ?—A. J. J. McDonald.

Q. Have you anything at present to do with this company ?—A. Yes.

Q. What is your relation to the company ?—A. Shareholder.

Q. You are not a director of it now ?—A. No, sir.

Q. You have been president of this company ?—A. Yes, for three or four years.

Q. During what dates ?—A. From December, 1885, or January, 1886, until December, 1889, or January, 1890, I am not sure.

Q. Is it during this period that the stock of the company was subscribed ?—A. One hundred and twenty-five thousand dollars were subscribed in January, 1886.

Q. And none afterwards ?—A. There may be some after I left as president.

Q. Were calls made for the payment of the stock ?—A. No.

Q. Not any?—A. No.

Q. Do you mean to say that the stock was never paid?—A. I do not mean to say that. It may have been done after I left.

Q. But while you were there?—A. I do not remember when any call was made.

Q. Can you state who were the shareholders of the company at the time you left the presidency?—A. The same parties that I have mentioned already.

Q. All the shares were centered in the hands of these people?—A. Yes.

Q. Will you take communication of exhibit L J 103, and state whether the letter contained in this exhibit dated, 17th March, 1888, has been signed by you?—A. Yes, that is my signature.

Q. Accompanying this letter there is a list of original shareholders, and present shareholders, 17th March, 1888; will you state whether this list is a true list of the shareholders at the date mentioned in that document?—

A. Yes, sir.

Q. Is there any name mentioned in this list that you have not referred to in your previous statement?—A. No.

Q. Mr. Hamel was one of the original shareholders?—A. Yes, and J. J. McDonald, they were previously directors.

Q. Will you explain why the original shareholders, that are originally mentioned in this list, have not continued as shareholders afterwards?—A. J. J. McDonald intended to get the contract for the construction of the Temiscouata Railway; that was the reason he would not go on the Board. I do not remember the reason why Mr. Hamel transferred his shares, though I think it was to put in Mr. Thériault, if he is a director.

Q. There was no set reason, except what you just mentioned?—A. Not at all; there was no reason, except that J. J. McDonald intended to contract, and the fact is, I had been in communication with him at the time.

Q. Has Mr. J. J. McDonald become contractor of the road?—A. Yes, sir.

Q. When?—A. On the 21st of September, 1886.

Q. Have you got with you the contract that was passed between the company and J. J. McDonald?—A. Yes, sir.

Q. Did Mr. McDonald undertake the contract of this road alone?—A. No, it was McDonald & Boswell.

Q. Who was Boswell, a contractor?—A. He was in a Brewery, I think, in Toronto. He was a clerk in a brewery.

Q. And what was Mr. J. J. McDonald doing at that time?—A. He was not doing anything at that time, I think, but he was a railway contractor.

Q. Did he contract for any railway before?—A. Oh, yes, on the Intercolonial Railway and Canadian Pacific Railway.

Q. Will you file the contract between J. J. McDonald and the Temiscouata Railway?—A. Yes.

Contract filed as exhibit ARM 1.

Q. Is this Mr. E. D. Boswell, mentioned here, the present secretary of the company?—A. Yes, sir.

Q. According to this contract, exhibit ARM 1, the company transferred to Messrs. McDonald & Boswell all the subsidies obtained up to that date, and the future subsidies that would be granted by the Dominion Government, the Provincial Government of Quebec, the Provincial Government of New Brunswick and the Municipalities?—A. Yes, sir.

Q. Was there any list of prices accompanying this contract, in order to establish the progress estimates of the road, in view of obtaining the subsidies?

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—A. You have the contract there and if it does not tell it there was not. There was nothing else but what was mentioned in that contract.

Q. After this contract was passed, did Messrs. McDonald & Boswell, through the company, get any subsidies from the Dominion Government?—

A. Of course, they got their subsidies.

Q. Will you state what was the amount?—A. I cannot say, I do not remember. They got all the subsidies that the company was entitled to.

Q. Were there any further subsidies voted after 21st September, 1886?—A. Yes, there was.

Q. Was it for a new line, or for the line in question in this contract?—A. No, for a branch.

Q. What branch was it?—A. The St. Francis branch.

Q. What was the length of this branch?—A. 20 miles.

Q. And what was the subsidy?—A. Well, I am not sure; I had nothing to do with it.

Q. It was the subsidy voted by 51 Victoria, of \$100,000 for 20 miles of a branch of railway from Edmundston towards the river St. Francis in the year 1888?—A. It must be that.

Q. Did you go with any deputation to Ottawa for the purpose of getting this subsidy?—A. No, sir.

Q. Can you state how it was granted or on what representations?—A. Well, on the representations of the contractors, I suppose, and Mr. Hector Cameron, their agent, who was also a director of the company.

Q. Did you make any request yourself?—A. I do not remember at all having made any request.

Q. You do not remember whether you wrote to any of the ministers, principally to Sir A. P. Caron?—A. I might have written as president, but not otherwise.

Q. Can you recollect whether you had written to Sir A. P. Caron?—A. I never wrote to him,

Q. You never saw him about it?—A. I never saw him about it.

Q. You had never cause to go and see him?—A. Never.

Q. Nor to send any one?—A. Well, Dr. Grandbois, who is a member for the county of Temiscouata, must have been one of those who made representations and who was interested in this matter.

Q. Did you urge Dr. Grandbois to work on Sir A. P. Caron for the obtaining of the subsidy?—A. Oh, not specially Sir A. P. Caron. If I asked him to work to that effect, it was not to see Sir A. P. Caron, but to see the Government.

Q. Do you know who was the minister or the ministers for the province of Quebec who were the most interested in this road; that is, the one who seemed to show the greatest interest for the company?—A. Well, Sir John Macdonald and Sir Hector Langevin seemed to. I think specially Sir John Macdonald.

Q. Are you aware that any deputation was organized and sent to Ottawa in the interest of the company?—A. I do not remember.

Q. Now, there was another subsidy granted by 53 Victoria, 1890; that is to say, for \$51,200, for a further distance of 16 miles. Had you anything to do with this subsidy?—A. Nothing at all.

Q. You did not take any interest in it?—A. No interest at all.

Q. You did not see any one in connection with it?—A. No one whatever.

Q. Was this subsidy granted at the request and solicitation of Mr. J. J. McDonald and Mr. Boswell?—A. I presume so, but I am not sure.

Q. I see by the contract above mentioned, exhibit A R M I, that McDonald and Boswell were authorized to assign these subsidies or part of them; is it to your knowledge whether they have assigned any part of these subsidies to any person?—A. No. I do not recollect.

Q. It is further stated in the contract that the directors of the said company will, from time to time, make and issue to the said contractors, as paid up stock in the said company for which said contractors so subscribed for, when said company shall permit to be assigned to the said contractors, or their assigns, shares of stock in the said company to the amount of \$491,000, and which shall be laid aside or transferred to the said contractors, as shares or capital stock paid in full, from time to time, as the work progressed, and in the same proportion as the subsidy of the Dominion Government is payable to the contractors as hereinbefore provided. Will you explain what is the meaning of this clause; it is not quite clear?—A. It explains itself.

Q. Do you mean to say that the company was bound to transfer stock that had been paid for?—A. Yes.

Q. I understood from you that there was no stock paid up by any of the shareholders?—A. No, I did not say that. The stock was to be all paid up and transferred to the contractors, but I do not believe that the stock was transferred; I do not remember; it may have been done after my time.

Q. You do not know whether that has been done?—A. I am not sure; part of the stock may have been done while I was there, but I do not remember.

Q. Was there any part of the stock transferred while you were there?—A. I am not sure. There may be.

Q. Can you not recollect?—A. No; I could if I had the books.

Q. This transfer appears in the books?—A. You can find that out from the president of the road if he brings the books.

Q. Well, if such stock has been transferred, are you ready to say that the stock had been paid up?—A. No, I am not.

Q. Do you know it?—A. No.

Q. You yourself are a shareholder; did you pay for any stock since you were in this company?—A. Yes; I paid ten per cent. on the first stock that I subscribed for.

Q. You never paid anything since?—A. No, but some others may have paid for me.

Q. Are you aware that a call has been made?—A. No; no call has been made.

Q. You are sure of that?—A. Well, while I was there there was none made; there may have been since.

Q. But you were still a shareholder?—A. Yes.

Q. You did not receive any notice calling for payments?—A. No.

Q. According to the charter, the directors of the company were authorized to issue bonds?—A. Yes, sir.

Q. Will you state to what amount?—A. Well, at first, they were authorized to issue \$5,000 per mile, and, after, it was altered, and we were authorized to issue \$20,000 permile. No; I am mistaken there. According to the charter, we could issue \$20,000 a mile, but we only issued \$5,000 a mile at first, and afterwards we changed that and issued \$20,000 a mile.

Q. Over the \$5,000?—A. No, including the \$5,000.

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Q. You did not negotiate the first bonds?—A. No, they were withdrawn, and we issued \$20,000 a mile.

Q. These bonds were transferred to the contractors?—A. Yes, sir.

Q. Do you know whether they were negotiated?—A. I suppose they were.

Q. That is the \$20,000 a mile?—A. Yes, sir.

Q. Can you state what was the total assets of the company?—A. There was \$6,000 a mile voted by the Dominion Government for 83 miles, there was \$3,50 voted by the Quebec Government for 69 miles, and there was \$3,000 per mile voted by the New Brunswick Government for 12 miles; there was ten thousand acres of land, converted into 70 cents an acre, of which 35 cents were to be paid cash. That has not been settled yet. There were \$25,000 voted by Fraserville town, and the capital stock was increased to a million dollars.

Q. Did the whole of this go to the contractors?—A. Yes, sir.

Q. Don't you think they are making an error about the subsidies from the Government of New Brunswick; I have here a letter filed before the Commission as exhibit LJ 91, purporting to be a letter from J. J. McDonald and stating that the subsidy from the Provincial Government of New Brunswick was \$3,200 per mile?—A. Well, he is mistaken in the matter. My recollection of the matter is that it was only \$3,000 per mile.

Q. Now, Mr. McDonald, you have said that you had no dealings with Sir A. P. Caron in this matter?—A. No, sir.

Q. Not in the interest of the railway?—A. No, sir.

Q. To your knowledge, did the Temiscouata subscribe any amount for the election of Sir A. P. Caron or any other supporters of the Dominion Government in this district?—A. I am positive that the company never did such a thing, at least when I was president.

Q. Are you ready to swear that any of the past members or directors did not subscribe anything?—A. Well, they will answer for themselves about that.

Q. But you do not know, yourself?—A. No.

Q. Are you aware that the company, directly or indirectly, has been asked, while you were the manager of it, to contribute for election purposes in 1887?—A. I am not.

Q. Was there to your knowledge any understanding between the company or any of its members and the contractors, that they would be obliged or invited to subscribe for election purposes in the event of obtaining any of the federal subsidies?—A. There was no such thing.

Q. There was no conversation between you, or to your knowledge, with any of the contractors to that effect?—A. No, sir.

Q. You are positive of that?—A. I am.

Q. After the passing of the contract of 21st September, 1886, had the company any financial dealings of any kind?—A. No, sir.

Q. Has the company kept any books?—A. No, sir.

Q. Did you deposit with the Government any money when you got your letters patent?—A. Yes, we subscribed the stock. We had to deposit ten per cent. of the stock that was subscribed, and we deposited \$12,500.00.

Q. Is that the only financial dealings you had?—A. Yes, sir.

Q. Did you get back this \$12,500?—A. It went back to those who supplied the money.

Q. Who supplied the money, do you know?—A. Is there any necessity of saying.

Q. Yes, there is?—A. The contractors, Messrs. McDonald & Boswell, furnished the money.

Q. And are you sure that they got their money back?—A. Yes.

Q. So the company never had a dollar and never spent a dollar?—A. No.

By Mr. Archibald, Q. C.:

Q. That money was raised on promissory notes or something of that sort, was it?—A. I do not know.

By Mr. Justice Tait:

Q. You do not know how the contractors raised the money?—A. I cannot say that I remember. I think on a cheque from the directors for \$12,500.

Examined by Mr. Bisailon, Q. C.:

Q. The company merely made this deposit to comply with the act, to get incorporated?—A. Yes, sir.

Q. And all the finances of the company are in the hands of the contractors?—A. Yes, everything was transferred to them.

Q. Is it not a fact that McDonald & Boswell were really the only parties interested before the company was incorporated?—A. No, sir it is not. I did not know Boswell then.

Q. Do you mean to say that all these persons you have mentioned as the first directors were interested?—A. Yes.

Q. They were so only for the transfer of everything to the contractors—they have no more interest, have they?—A. Some of them are still directors, they have got \$1,000, which qualifies them as directors.

Examined by Mr. Archibald, Q. C., Counsel for the Crown:

Q. Was the company formed for the express purposes of contracting with McDonald & Boswell?—A. No; I intended to contract with them, but it was sure that I would, but at least the company did nothing—the fact is, I was in communication with some others.

Q. With whom?—Well, Mr. Beemer and Mr. Shanly, and some others in Montreal.

The examination of the witness was suspended for the present.

QUEBEC, 27th October, 1892.

A. R. McDONALD, Superintendent of the Intercolonial Railway.

The examination of the above named witness was resumed.

Examined by Mr. Bisailon, Counsel for the Crown:

Q. Mr. McDonald, you have already been examined on this commission?—A. Yes, sir.

Q. Mr. J. J. McDonald was examined yesterday, and referred to a certain agreement between you and himself, in addition to the contract between the Temiscouata Company and the contractors, which you have already filed in this case. Will you explain the nature of this agreement?—A. Well, it is a private agreement. Am I obliged to state what it is? It has nothing to do with Sir Adolphe Caron or this investigation.

Q. Was there any political interest in this agreement?—A. No, sir.

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Q. Will you explain what is the nature of this agreement?—A. It related to the construction of the Temiscouata Railway.

Q. Was Sir Adolphe Caron aware of any of the conditions of this agreement?—A. No, sir.

Q. Was there in this agreement any political interest for Sir Adolphe Caron or any members supporting the Government of which he was a member?—A. No, sir.

Q. Will you tell me, Mr. McDonald, whether at the time of the contract between the Temiscouata Company and Messrs McDonald & Boswell it was stipulated that any sum of money or valuable consideration should be given by Mr. McDonald and Boswell to promote the election of Sir Adolphe Caron or any other members, supporters of the Government of which he was a member?—A. No, sir.

Q. There was no mention of it at the time?—A. No, sir.

Q. Were the negotiations for the contract made chiefly by you with Mr. J. J. McDonald?—A. Yes, sir.

Q. Will you say whether, when this contract was passed, it was understood in any way by you and Messrs. McDonald & Boswell that any of the considerations mentioned in this contract should go for political purposes to promote the election of Sir Adolphe Caron or any other members supporting the Government of which he was a member?—A. No.

Q. There was no mention of it?—A. No.

Q. There was no discussion about that when the contract was passed?—A. No, sir, no such thing was mentioned.

Q. Have you any explanation to offer, Mr. McDonald, in reference to that private agreement with Mr. J. J. McDonald that you have mentioned?—A. I see by the newspapers that Mr. J. J. McDonald said that I wanted to get the whole amount of the \$25,000 from the Fraserville municipality. I must say that I do not know what he has done with it. He said he used it for political purposes. I must say that I do not know if he kept it or used it, as I would never get any statement of account from him. I just mentioned this because I supposed there was no necessity for him to say what he did. He was not asked for that and that is the reason I mention this.

And further deponent saith not.

And I, Thomas P. Owens, sworn stenographer in this case, do depose and say, under the oath I have already taken, that the above is a true and faithful transcript of the shorthand notes of the evidence of the above named witness.

PAUL ETIENNE GRANDBOIS, Esq., member of Parliament for the County of Temiscouata, being duly sworn, deposed as follows:—

Examined by Mr. Bissailon, Q.C.:

Q. You are at present a member of Parliament for the County of Temiscouata—for how long have you represented that constituency?—A. Since 1878.

Q. Have you taken an interest in the railway, in the Temiscouata Railway running between Riviere du Loup and Edmundston, and have you done anything in connection with that railway?—A. Yes, sir.

Q. You are one of the promoters of the company organized for the construction of such railway?—A. Yes, I was one.

Q. Are you a member of the company?—A. Yes, sir.

Q. Are you a shareholder?—A. Yes, sir.

Q. Are you a director of it?—A. Yes, sir.

Q. Are you still a director of the company?—A. Yes, sir.

Q. You have been a director, I presume, since the formation of the company?—A. Yes.

Q. The Temiscouata Railway Company made a contract with Messrs. McDonald & Boswell for the construction of that road?—A. Yes.

Q. And by that contract they transferred all subsidies and bonds and assets generally, to Messrs. McDonald & Boswell?—A. Yes.

Q. Since this contract was passed between the company and Messrs. McDonald & Boswell, has your company had any meeting?—A. Yes, the company has annual meetings.

Q. Annual meetings, that is all?—A. Yes.

Q. Merely annual meetings?—A. Yes.

Q. For the purpose of electing directors, I suppose?—A. Electing directors and rendering accounts.

Q. As a matter of fact, has the company any account?—A. Well, I think they have.

Q. What are those accounts composed of?—A. At the annual meetings they generally declare what is done during the year, if they have constructed any new branch, or progressed any branch they set for, they have bought, or what they have paid for, and if they dispose of their bonds, they reported.

Q. But the company has had no financial dealings since this contract was made with McDonald & Boswell?—A. The company had no other financial dealings than what the directors had.

Q. In your political capacity as a member for the county of Temiscouata, did you have any relation with any minister of the crown for the purpose of getting subsidies in favour of the company?—A. Certainly.

Q. Did you organize or head any deputation to see ministers?—A. Well, as far as deputations go, I think we might have organized one; but I frequently saw the ministers, particularly those of the province of Québec, and the Prime Minister at the time, and I did what I could to impress them with the great advantage it would be to the country in general to have this railway built.

Q. From whom did you receive your instructions to act in this way?—A. Well, I was representing the county through which the greater portion of the railway traversed, and I thought it was my duty to do that.

Q. Did you have any conversation with Messrs. McDonald & Boswell, for the purpose of getting subsidies from the Federal Government?—A. I think at the time that the subsidies were first granted it was not a question of Messrs. McDonald & Boswell more than anybody else. The company was organized by ourselves, Mr. A. R. McDonald, Mr. Dechesne, the local member, and the leading citizens of Rivière du Loup and in the county, were working that scheme; at that time it was not a question of any contractor in particular; the first question was to get subsidies at all, and the main point was to get a railway to Rivière du Loup, instead of to Rivière Ouelle, that is, to have the terminus at Rivière du Loup instead of Rivière Ouelle.

Q. Had the company its charter at the time?—A. Yes, I think the charter was granted to any company that would undertake the construction of the railway—that is, the subsidies were granted; and in the same statute or perhaps in a session later, it was provided by letters patent that such parties

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would form a provisional board of directors. Of course, it is a long time now, and I do not remember these facts very well.

Q. The company, in 1888, got a subsidy from the Federal Government of \$100,000 for 20 miles, for a branch railway between Edmundston and River St. Francis?—A. Yes.

Q. Had you anything to do with the granting of this subsidy?—A. Well, of course, I helped to a certain extent, as it was necessary, but I was not the first party or the main party to get that subsidy, because the main road was then built, and that branch was across another county—that is, the adjoining county to mine, the county of Victoria, and naturally the member for Victoria impressed upon the Government the necessity of the subsidy for that branch. Naturally, I did all I could to help the subsidy being granted.

Q. You state that the main line was built at that time?—A. I think so.

Q. Did you urge upon the Government, did you get the subsidy previously?—A. Certainly.

Q. After Messrs. McDonald & Boswell had their contract?—A. Yes.

Q. What minister did you see in reference to these subsidies?—A. Well, I think I saw several ministers that I tried, and I insisted more naturally upon the Prime Minister, he was then Sir John A. Macdonald, and then upon all the ministers of our province, upon Sir A. P. Caron and Sir Hector Langevin, and Mr. Pope, who was then Minister of Railways.

Q. Will you state what were your dealings with Sir A. P. Caron in reference to the subsidies, or in connection with the road generally?—A. Well, as Sir John A. Macdonald was a resident, in summer, of Rivière du Loup, and, in that capacity, as an elector of mine, I supposed he would be favourable to our scheme; then he was the minister for our province; naturally, I would go to these ministers before going to other ministers; it was in that capacity I saw them.

Q. Did Sir A. P. Caron head any deputation that obtained such subsidies from the Minister of Railways or from the First Minister?—A. No; I do not think so.*

Q. Has he been with you to see the Minister of Railways and the Prime Minister, in order to get subsidies?—A. I do not think so; I think, on one occasion, if I remember well, we went to see Mr. Pope with Sir A. P. Caron, and I think another member from the province, who I do not remember exactly now; on that occasion, Sir George Stephen, I remember it was, that brought Mr. Pope in the room. Mr. Pope was sick, and we went in to discuss on the subsidies, but principally the merits of Rivière du Loup as the main terminus as against Rivière Ouelle; that is the main occasion on which I saw Sir A. P. Caron in reference to the railway.

Q. Was there any questions between you and Sir A. P. Caron about the interest there would be to the party in getting subsidies for this railway?—A. No, sir.

Q. Did you take part in the negotiations that took place with Messrs. J. J. McDonald and Boswell previously to entering into the contract of 21st September, 1886?—A. Well, I do not think in that sense I was a party to the contract. I was one of the promoters of the road, and being a member for the county, I took as much interest as I could in the question, but as to the particulars of the details of the work, I did not pay much attention to them; that was mainly left to Mr. A. R. McDonald, whom I considered to be a man of good experience in railway matters, and all the details went through him. Of course, I knew that there were two or three parties anxious to take the contract, but all the details were left to Mr. A. R. McDonald.

Q. Were there other parties who wanted to get the contract?—A. Yes, sir.

Q. Do you know whether Messrs. McDonald & Boswell paid any consideration to the company or to Sir A. P. Caron, or to any political organization, by getting the contract?—A. I am certain they did not.

Q. You are sure of this?—A. I am sure of that.

Q. There was no conversation to this effect?—A. No, sir.

Q. No understanding in that way, neither?—A. Not that I know of.

Q. Did you have any correspondence with Messrs. McDonald & Boswell?—A. No, sir.

Q. None before the contract nor after?—A. No, sir.

Q. Now, Mr. Grandbois, you say that you have met Sir A. P. Caron very often in the interest of your company. Did you ever mention to Sir A. P. Caron, or to any other minister, the interest that there would be for the political party to give subsidies to this company?—A. No, sir.

Q. Did you ever mention to Sir A. P. Caron that it would be in the interest of the party for the election of the members to the House of Commons, that such subsidy should be voted?—A. No, sir.

Q. Are you aware, Mr. Grandbois, that the company ever subscribed any money for the election of Sir A. P. Caron?—A. No, sir.

Q. Or for any election fund or organization?—A. No, sir.

Q. Did you subscribe personally any money out of the moneys belonging to the company for the election of Sir A. P. Caron?—A. No, sir.

Q. Are you aware that any director or member or members of such company did subscribe anything for the election of Sir Adolphe P. Caron?—A. No, sir.

Q. Did you subscribe or pay over to an election fund or pay over to Sir A. P. Caron or to any election fund any money?—A. No, sir.

Q. Are you aware that Messrs. McDonald & Boswell have subscribed any money to Sir A. P. Caron or to any person for him for election purposes?—A. No, sir.

MR. FERGUSON, Q.C., objects to this question as not coming within the reference of the Commission. He contends that the ground on what a somewhat similar question was allowed in the Lake St. John Railway case was that the moneys were obtained out of the subsidies or money raised on the strength of these subsidies by Sir A. P. Caron from the construction company or from Beemer. The Commission had allowed the question that Beemer had subscribed money to the election, because he was specifically named as one of the sources from which the money was obtained. In this case there was no allegation that the directors had personally subscribed money.

MR. JUSTICE TAIT.—I mentioned the fact of Beemer's name being specifically mentioned as an additional reason why the question referred to by counsel should be allowed, but the main reason in my mind for allowing the question was that Beemer had received a transfer of the subsidies. Now, Messrs. McDonald & Boswell are in the same position in that respect as Beemer. They were the transferees of all the assets of the Temiscouata Railway Company, receiving all the subsidies. Looking at clause 9 of Mr. Edgar's charges, and clause 5 and following of amended charges, I think the question should be allowed.

MR. JUSTICE ROUTHIER, Commissioner.—I consider that Messrs. McDonald & Boswell are in the same position in this matter as Mr. Beemer was. It is true they are not mentioned in the Commission, but still it appears from the

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evidence that they were actually the constructing company. They were really the company.

MR. FERGUSON, Q.C.—I did not know they were the contractors of the company.

MR. JUSTICE ROUTHIER, Commissioner.—It is proved this morning by the evidence of Mr. A. R. McDonald that they were the contractors, and that all the subsidies and stock were transferred to them. They were in a somewhat similar position, if not in the same position as Mr. Beemer was.

MR. FERGUSON, Q.C.—Even admitting that, there is no charge made here to that effect; and I submit that within the terms of this reference, the question now put by counsel is not relevant. There is no allegation made that McDonald & Boswell gave these moneys, or that Sir A. P. Caron got these moneys from McDonald & Boswell. Unless we throw aside the reference altogether and permit evidence outside the reference, I submit that the question is irrelevant. It is not pertaining to the charge that the company subscribed money.

MR. JUSTICE ROUTHIER, Commissioner.—We have learned from the evidence that the subsidies were transferred to the contractors, and that the contractors to all intents and purposes took the place of the company. I should think that evidence that can be brought against the company can, under the circumstances, be brought against the contractors.

MR. JUSTICE TAIT, Commissioner.—Of course, we have to trace the subsidies and to find out who received the subsidies; Messrs. McDonald & Boswell were, under their contract, to receive the subsidies. I think it is our duty to find out whether they used these subsidies for election purposes.

MR. FERGUSON, Q.C.—If your honour rules that, it is simply adding something to clause 5, outside of the reference.

MR. JUSTICE ROUTHIER, Commissioner.—There is a clause in the Commission which goes further than that. Take for instance the 9th. It refers to "persons interested in the appropriations," because they were to receive them.

MR. FERGUSON, Q.C.—I think that is a very broad construction. Under that interpretation there would be no necessity for this particular clause at all. Surely the previous clauses, referring particularly to matters stated, must cover the latter one.

MR. ARCHIBALD, Q.C., Counsel for the Crown.—I contend that clauses 9 and 10 referring to the Lake St. John Railway and the Temiscouata Railway should cover all these points; but not only were the subsidies conveyed to McDonald & Boswell, but the whole assets of the road as well. They became actually the company, and it seems to me that we have to inquire into their affairs in connection with this matter, because McDonald & Boswell were the company.

Objection overruled, and answer allowed to remain in the record.

Examination by Mr. Bisailon continued:

Q. Did Messrs. McDonald & Boswell subscribe for your own election?—

A. I do not think so, sir.

Q. You were one of the supporters of Sir A. P. Caron?—A. Yes.

Q. When you say you do not think so, are you sure of it?—A. I am sure they did not subscribe in my hands, anyway. I do not think they did.

Q. Did you know whether Messrs. McDonald & Boswell gave up any of the bonds transferred to them for election purposes?—A. I do not think so.

Q. You do not think so?—A. No.

Q. The shares of the company were also transferred to Messrs. McDonald & Boswell?—A. I think the contract transferred to them all the interest of the company in the road, but of course they had an obligation to construct the road, instead of the company constructing it.

Q. Are you aware whether money was raised on the credit of any of the Federal subsidies and applied to election purposes?—A. No, sir.

Q. Do you know whether the company, directly or indirectly, or Messrs. McDonald & Boswell, subscribed any money in aid of the election of Sir A. P. Caron, in 1887?—A. No, sir.

Q. Do you know whether, directly or indirectly, if Messrs. McDonald & Boswell subscribed any money to any general election fund in the Province?—A. I am not aware of it.

Q. You had no conversation with Messrs. McDonald & Boswell on the matter?—A. No.

Q. Never?—A. No, sir.

Q. You had no conversation with Sir A. P. Caron, for the purpose of finding means of raising an election fund out of the company's assets?—A. Never.

Q. Did you not ask Messrs. McDonald & Boswell to subscribe to any election fund?—A. No, sir.

Q. Neither for yourself nor for the election of other members who are supporters of Sir A. P. Caron?—A. No, sir.

Q. Can you state how much stock is now held by the company outside of McDonald & Boswell?—A. No, sir.

Q. You cannot?—A. No.

Q. There is nothing in your books would show that?—A. I must confess that, so far as books are concerned, I did not look into them very frequently.

Q. Mr. Boswell is the present secretary of the company?—A. Yes.

Q. And who was the president?—A. Mr. J. J. McDonald.

Q. Is it not a fact, to your knowledge, that Messrs. McDonald & Boswell held nearly all the stock of the company?—A. Well, I think they did, and perhaps Mr. Armstrong with them.

Q. What is the name of Mr. Armstrong?—A. I cannot say.

Q. Who is he?—A. He is an English millionaire living in England.

Q. In 1890 there was a subsidy given by the Government of \$51,200, for a further distance of 16 miles. Do you know whether that has been paid to the company?—A. I think so, sir.

Q. Were all these subsidies paid directly into McDonald & Boswell or to the company?—A. I think they were paid to the contractors, McDonald & Boswell; I am satisfied they were.

Q. Are you satisfied that all the moneys that have been voted by the Federal Government have been employed in the road, to the best of your knowledge?—A. Well, if I believe the contractors, not only that money, but much of their own money has been.

Examined by Mr. Archibald, Counsel for the Crown :

Q. Who is the officer of the company having all the information referring to the subsidies and payment of the subsidies?—A. The secretary of the company and the president of the company, I should think.

Q. Do you know where they are at present?—A. I hear Mr. J. J. McDonald is in Montreal. His address, I believe, is at Dr. Gardner's, on Union avenue. Mr. Boswell is in Toronto, I hear.

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Q. Is he expected here soon?—A. I do not know ; I presume so.

Q. His domicile is in Rivière du Loup?—A. Yes.

Q. Where is the domicile of J. J. McDonald?—A. Rivière du Loup.

Q. Where are the books of the company?—A. In Rivière du Loup, in the office of the company.

Q. When you speak of the books being there, do you mean the contractors' books, or the books of the company?—A. All these books.

Q. These books, I suppose, would be, I suppose, in the possession of the secretary of the company, Mr. Boswell?—A. Yes, sir.

CROSS-EXAMINED.

Examined by Mr. Ferguson, Q.C.:

Q. You say that you took an interest in this railway, as a member of one of the constituencies through which it ran?—A. Yes.

Q. That is why you became connected with the railway?—A. Yes, sir.

Q. I presume, for the purpose of getting the railway through that part of the country?—A. Yes, sir.

Q. And in your capacity as member, and being interested in that section of the country, you assisted in the granting of these subsidies from time to time, by the Federal and Local Governments?—A. Yes, sir.

Q. Had you any personal interest in the matter?—A. No, sir.

Q. You said that so far as the practical management of the company was concerned, you took little share in that?—A. Yes, sir, I took a little share.

Q. You left the dealing with the contractors and the entering into the contract with Mr. A. R. McDonald, because you said that he had more practical experience in the matter than you had?—A. Yes.

Q. Of course, you are aware that a contract was entered into by which the subsidies and bonuses and bonds were to be given to the contractors in consideration of building the road?—A. Yes.

Q. Were they so given?—A. They were.

Q. Were any portion of the subsidies from the Dominion Government, so far as you are aware, diverted or appropriated otherwise than for the purpose for which Parliament intended them?—A. I do not think so, sir.

Q. Were any moneys raised on the credit of these subsidies so diverted?—A. No, sir.

Q. Are you aware that any arrangement or understanding was entered into between the company and Sir A. P. Caron, whereby for the consideration of the giving of money for election purposes, he agreed to assist in the granting of these subsidies?—A. Well, I have always been in the company, and I am sure there is no such thing.

Q. Are you aware of Sir A. P. Caron having, directly or indirectly, in any way getting control or possession of any portion of the money raised from these subsidies, for any purpose whatever?—A. I am sure—no, sir.

Q. Are you aware whether any portion of these moneys, raised on the strength of the same, were diverted from the purpose for which they were intended, and appropriated by Parliament, and applied for election purposes?—A. I am not aware of that, sir.

Q. You said something about the road having cost more than all the subsidies and bonds put together?—A. I said that if I am to believe the contractors, not only had they not enough money in that, but they had to put their own money in building the road.

Q. Besides what they got from the subsidies and the proceeds of the bonds?—A. Yes.

And further deponent saith not.

I, Thomas P. Owens, sworn stenographer, of the House of Commons, do hereby certify the foregoing depositions to be a true and faithful reproduction of my stenographic notes.

QUEBEC, 26th October, 1892.

JOHN J. McDONALD, Railway Contractor, Rivière du Loup, being duly sworn, deposed as follows:—

Examined by Mr. Archibald, Q. C., of Counsel for the Crown,

Q. I think you are a member of the firm of McDonald & Boswell, are you not?—A. Yes, sir.

Q. You are a railway contractor?—A. Yes, sir.

Q. You are acquainted, I presume, with the Temiscouata Railway Company and with its road?—A. Yes, sir.

Q. When was that company incorporated?—A. I think it was in 1885, but I am not positive.

Q. When did you first begin to take an interest in the road?—A. I think it was in the fall or summer of 1885.

Q. Was the company then incorporated?—A. I am not aware; I cannot say positively whether it was or not when I was first spoken to about it; I do not think it was, but I am not positive.

Q. Had there been any subsidies voted for it at the time you interested yourself in it?—A. A subsidy of \$6,000 per mile for the main line was voted.

Q. There is in 1882 a subsidy of \$240,000—is that the subsidy you refer to?—A. I do not know what the date of it was.

Q. There is a total subsidy of \$498,000 voted, was that it?—A. That would be it.

Q. These subsidies would be granted before you were interested in it at all?—A. That is what I understood.

Q. Were these subsidies granted to the Temiscouata Railway Company by name?—A. I cannot say; I think the charter was by Order in Council.

Q. As a matter of fact, the charter was granted by Order in Council of the 7th October, 1885, after the subsidies were granted?—A. Yes, sir.

Q. Now, what persons were promoting the building of that road at the time you first interested yourself in it?—A. I cannot say who they all were.

Q. Well, name some of them?—A. Mr. A. R. McDonald, Superintendent of the Intercolonial Railway, was the first party who spoke to me about it.

Q. Anybody else?—A. I think he was the principal one that spoke to me when we were arranging. There was afterwards Dr. Grandbois and Mr. Tarte and some others. I understood there was an old company that had a charter before that, and the company had fallen through. They had done some work clearing, or something that did not amount to a great deal. I understood that before this new company was organized.

Q. But before the new company was organized, these gentlemen you have mentioned were speaking to you concerning it?—A. Mr. A. R. McDonald did, but I cannot say that the others did before we began to organize.

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Q. What was the first thing you did when you began to interest yourself in the road?—A. The first thing, as far as I can remember, was to see Mr. Hector Cameron, our solicitor.

Q. But with reference to the road, what did you do first; did you survey it?—A. We surveyed it in the summer of 1886, after the company was organized.

Q. It was after the company was organized?—A. Yes; that is, as far as I can remember now.

Q. Was there any sum of money necessary to be put up, in order to "get this charter of incorporation?—A. Not that I am aware of. Oh, yes, there was, if you mean when the company was organized, but there was not so far as getting the charter from the Government is concerned.

Q. It was when the company was organized?—A. When the stock was taken, ten per cent had to be paid before we could be legally organized.

Q. The charter had been obtained before?—A. Yes, the act shows that itself.

Q. Who was it that put up the ten per cent. for the purpose of organizing the company?—A. McDonald & Boswell.

Q. Was that previous to your contract with the company?—A. Yes, sir; the stock was taken and the ten per cent. paid, and the company organized.

Q. McDonald & Boswell paid ten per cent. for the stockholders?—A. Yes, on the amount subscribed, which I think was \$125,000. Ten per cent on that would be \$12,500, and I think that was the amount we paid.

Q. At that time, you must have had some idea of entering into the contract with the company, hadn't you?—A. Yes, sir, I think the arrangements were made with A. R. McDonald, and I think Mr. Tarte and Dr. Grandbois and Mr. Bertrand of Ile Verte. There might be an arrangement between us, but I cannot say. If there is, Mr. Hector Cameron has got it. We were to make the surveys. I went over the road myself in November, 1885, and examined it, and made a rough estimate of what could be done. Well, we had surveys made, and I think the arrangement was that, if we found, after the surveys were made, that the work could not be done for a certain amount, that the company could give the contract to other parties, after reimbursing us for our expense and, I think, ten per cent. added. I think there was some arrangement of that kind. We made a survey before we decided to take the contract.

Q. Then, previous to the organization of the company, you went over the road and made a rough estimate?—A. Yes, I drove over it and examined the different points, as I would do with any other piece of work that I would take.

Q. At the time the company was organized, it was organized with every expectation of contracting with McDonald & Boswell?—A. Yes, that is the way I understood it to be. If we were satisfied that the work would not cost over a certain amount, we were to have it.

Q. That is, if you were satisfied to take the contract and build the road with the assets they transferred to you, you could have it?—A. Yes, sir.

Q. But in the Temiscouata Railway Company no one except McDonald & Boswell ever paid any amount whatever in respect of their stock?—A. Not that I am aware of—no. I do not think they have.

Q. Everything that was done was done by McDonald & Boswell?—A. I have no idea of any stock being paid; I do not think there has.

Q. So that that company, as a company, never had a dollar of capital or revenue or anything else?—A. No. When we took the contract, everything was transferred to us and we assumed everything.

Q. Then, so far as the company exists, that company is really McDonald & Boswell?—A. Well, I do not know that I would say that. There is a company organized, and the stock is in other people's hands besides ourselves.

Q. But none of it has ever been paid?—A. Well, the stock is all paid except \$9,000. I think that the law requires each of the directors to have a thousand dollars' worth of stock to qualify him for a director, with ten per cent paid up. That \$9,000 has never been paid, but the balance is all paid up. We took it in our contract; we took bonds and subsidies and the stock of the company as paid up stock for doing the work.

Q. But the persons who subscribed never actually paid it?—A. The \$125,000 is all that was subscribed, and, with the exception of about \$9,000, I think it was transferred in trust to Hector Cameron, to be paid to us when the work was done, according to the estimates of the Government engineers.

Q. When the work was done?—A. Yes; we were to get a certain percentage in proportion, on the certificates of the Government engineers when the work was done.

Q. But McDonald & Boswell, by the transfer of that stock, never got any money which had been paid in by the other stockholders, did they?—A. There are no others paid that I know of. The \$12,500 that we paid was, I think, by resolution of the board, paid back to us on account of surveys, and I think our contract provided that.

Q. As to the \$9,000 to qualify directors, has there been anything paid on that?—A. I do not know.

Q. Not even the ten per cent?—A. We paid the ten per cent on the \$9,000.

Q. So that the directors at present in office have been qualified by McDonald & Boswell?—A. That is the way I understand it.

Q. There does not seem to be much railway company except McDonald & Boswell?—A. Yes, there is. We sold our bonds in England, and we gave a certain amount of paid-up stock to the parties in England; they hold a large amount of the stock.

Q. I suppose they wanted to control the railway?—A. No; they have not got the control of it.

Q. Now, after you contracted with the Temiscouata Railway Company to build the road, were any further subsidies obtained for the road?—A. There was a branch built about 32 miles, and we got a subsidy for that.

Q. No further subsidies were obtained for the main line?—A. No, sir, not from the Dominion Government.

Q. You say that, later, subsidies were obtained from the Dominion Government for the extension of the road?—A. For a branch, the St. Francis branch, but there were no further Dominion subsidies for the main line.

Q. What was the length of the main line that was subsidized at the time you obtained the contract?—A. I think it was supposed to be 83 miles, but it is I think only 81 miles and a few hundred feet. I think it was 83 miles the first subsidy was voted for, but I think that when it was built it was found to be about 81 miles.

Q. You say that a subsidy was granted for a branch subsequently; you refer perhaps to the subsidy of \$100,000 granted for 20 miles of the branch from Edmundston towards the River St. Francis in the year 1888?—A. That is a portion of it; that is the same branch I refer to. The distance then asked for was 36 miles.

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Q. Then, was there afterwards another subsidy granted for an extension to that branch?—A. Yes, for about 12 miles—not quite 12 miles.

Q. I notice by the railway report a further distance of 16 miles mentioned?—A. Well, we only went about 12 miles, we got \$5,000 a mile for about 32 miles, or not quite 32 miles.

Q. Has that road been built?—A. Yes.

Q. And open to traffic at present?—A. Yes, sir, we are running it regularly.

Q. Are those the whole subsidies granted for that road, namely, the \$498,000 for the main line, \$100,000 for the first 20 miles and the \$51,000 granted in 1891?—A. I do not think we received the \$51,000. That \$51,000 was applied to the 16 miles and we only built 12.

Q. So you only received a part of that \$51,000?—A. Yes, until last session. We got \$6,000 per mile on 81 miles and some fraction. We did not get paid for the 83 miles.

Q. Now, Mr. McDonald, I presume the Government did not grant these subsidies to this branch without some representations having been made to them concerning it?—A. Yes, sir; we made representations. When we took the contract it was not settled whether the road should go from Rivière du Loup or Rivière Ouelle, and there was a very strong feeling for both locations. Mr. Costigan was determined to have it go through Rivière Ouelle and Dr. Grandbois was just as determined for Rivière du Loup.

Q. Then, did you have a good deal of negotiations with members of the Government with reference to that?—A. Not much. It was settled that it was to go by Rivière du Loup, and after that this branch was brought up and we made application for a subsidy for it.

Q. What members of the Government did you see?—A. I saw Sir John A. Macdonald.

Q. Did you see Sir A. P. Caron?—A. No, sir.

Q. Not at all?—A. No, sir.

Q. You never conversed with him concerning it?—A. I have not the slightest recollection of any word I ever said to him about subsidies.

Q. Did you ever go to Ottawa regarding subsidies?—A. I have been in Ottawa a good deal during the session.

Q. And in Ottawa, did you not go to Sir A. P. Caron to press your views?—A. Not with reference to the subsidies. I know Sir A. P. Caron very intimately. It was however not in his department, and I went to the minister in whose department the matter was.

Q. Sir A. P. Caron never went with you to the minister?—A. No, sir.

Q. And you say that you never had any conversation with Sir A. P. Caron concerning subsidies?—A. I have not the slightest remembrance of ever discussing it one way or the other. I might have met him casually, but I have not the slightest recollection.

Q. Did you ever write to him about it?—A. No, sir.

Q. Did you ever ask any one to go for you to speak to him?—A. No. If I want to see a minister I generally go myself.

Q. Have you any reason to know that Sir A. P. Caron was aware of your application for subsidies for a branch of this road?—A. No more than the information he would have as a member of the Government; when it came up before the Council I presume he might know it.

Q. Did he ever speak to you concerning it?—A. I have not the slightest recollection of it; I do not think he has, and I am almost positive he has not.

I have not the slightest recollection of it, and I think I would remember that if he had.

Q. I think Mr. Tarte was a member of the House at the time, was he not?—A. No, sir.

Q. Had you any conversation with Mr. Tarte relating to the granting of these subsidies?—A. Not to the branch line, and the other was granted before we organized.

Q. Did you have any conversation with him with regard to the subsidies to the branch line?—A. He may have been a member of the House then, but I do not remember.

Q. Did you ever request Mr. Tarte to use his influence with the Government in order to get the subsidy for the branch?—A. I cannot say.

Q. Why cannot you say?—A. Because I have no remembrance. Mr. Tarte was a director of our road, and is still a director.

Q. Did the company have frequent meetings?—A. No. First, when the company was organized, I think we had several meetings, but we do not meet generally now only once a year. If there is anything special of course we call a meeting.

Q. All of these matters were discussed in meetings of the company?—A. I will not say that they were; I do not remember; of course I was not a director of the company when I was a contractor.

Q. Although you are proprietor of the greater part of the stock?—A. I got the greater part of this stock on being the contractor. It is a common thing for contractors to take stock in a contract. When we put our money into a concern we want to be able to control it.

Q. Did you attend the meetings of the company when called?—A. I may have been present at some of them.

Q. Were you not present at all?—A. The probability is that I might sit there with them, but I do not remember.

Q. When application was made for a subsidy, would that be made by McDonald & Boswell, or by the company?—A. I became the president of the company later on, and whether the application was made after I became president or while I was contractor for the main line I am not prepared to say.

Q. When did you become president?—A. I think it was in 1883.

Q. What part of 1883?—A. December, I think.

Q. Will you look at the exhibit LJ 103 and say if that is the list of the shareholders of the Temiscouata Railway Company as it existed at that time?—A. I think so.

Q. I see you were one of the original shareholders?—A. Yes, sir, I signed it with others.

Q. Will you look at the document exhibit LJ 88, and state whether that is signed by yourself among others?—A. Yes.

Q. Will you look over the document, and state whether the circumstances existing at the time are truly stated in it?—A. Yes, with reference to that portion of it. There was only ourselves that I know of that were responsible—that is an application to the Government.

Q. It is an application to the Government to be allowed to contract under the Subsidy Act?—A. Yes, sir.

Q. And is signed by you?—A. I think I was one of the provisional directors then.

Q. And is also signed by Dr. Grandbois and A. R. McDonald?—A. Yes.

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Q. You were at the time one of the provisional directors?—A. Not when that was written, because the company was organized in the same month, but some time before.

Q. Now, in this exhibit (LJ 88) it is stated that “Proposals from responsible contractors have been received by the directors for the construction of the road within the available assets of the company”—what responsible contractors were referred to in that statement?—A. I consider myself and my partner with our resources as responsible.

Q. That is McDonald & Boswell, who afterwards did actually enter into a contract with the company?—A. Yes, sir.

Q. From this document, are you able to say that all the business referring to the construction of the road, so far as it concerned the Government, was transacted through the company, and not through McDonald & Boswell?—A. Well, if any application was made, when it was necessary to have the president's name, of course it had to be done through the company. Afterwards, when we went into the contract, and the subsidies were transferred to us, we had the necessary power of attorney, and I did the business with Mr. Hector Cameron, our solicitor.

Q. Did you deal directly with the Government?—A. I think so; if it was necessary to get the signature of the president we applied to him for it.

Q. Was any subsidy paid to the company and not to McDonald & Boswell?—A. They were paid first to Molsons Bank, where McDonald & Boswell did business, and afterwards to the Bank of Montreal. It was paid on a power of attorney from the company to the Molsons Bank or to ourselves, it may have gone direct to the bank.

Q. These subsidies were all paid to McDonald & Boswell, were they?—A. Yes, sir, they were put to our credit.

Q. In what manner?—A. In Molsons Bank, Toronto, and afterwards in the Bank of Montreal, Montreal.

Q. Then, the Temiscouata Railway Company authorized the bank to put the amounts which they would receive as subsidies from the Government to the credit of McDonald & Boswell?—A. I presume so.

Q. Did the company give to the bank any written authorization?—A. If the bank required it it was done.

Q. How was the bank authorized to put the amounts received on behalf of the Temiscouata Railway Company to the credit of McDonald and Boswell?—I presume they must have had authority to do it.

Q. Do you know what authority they had?—A. They could get it if it was necessary.

Q. Of course; but I want to know whether they have any writing?—A. I think the contract covers what was to be done.

Q. Perhaps the contract was filed in the bank?—A. It may have been; Mr. Cameron did what he thought was necessary.

Q. As a matter of fact, McDonald & Boswell got the subsidies put to their credit in the Molsons Bank?—A. Yes, and afterwards in the Bank of Montreal.

Q. Now, that account to which the subsidies were placed, was that an ordinary current account of McDonald & Boswell?—A. That is the only account we had in the bank.

Q. You kept your account first in the Molsons Bank and afterwards in the Bank of Montreal?—A. Yes, it was kept in Toronto first and afterwards transferred to the Bank of Montreal, in Montreal. When it was in the Mol-

sons Bank it was kept in the Molsons Bank, Toronto, and then it was transferred to the Bank of Montreal.

Q. During the time that the account was in the Molsons Bank, Toronto, was that the only bank account kept by McDonald & Boswell?—A. We kept one in the Jacques Cartier Bank, at Rivière du Loup, because it was convenient there, for small amounts—we drew upon Molsons, however, for whatever amount we wanted.

Q. You would draw on the Molsons Bank in order to put to your credit in the Jacques Cartier Bank, at Rivière du Loup, a certain amount for petty expenses?—A. Yes; Mr. Boswell had charge of the office and signed the cheques, and he will be able to explain that more fully than I can.

Q. Did you have an engineer responsible to you connected with the construction of the Temiscouata Railway?—A. Yes, sir.

Q. Did he report to you, from time to time, the progress of the work?—A. I was over the work myself all the time.

Q. But I want to know if the engineer gave you progress estimates?—A. He did for the contracts for earth and rock; I do not know that he did for the ties. The iron was bought outside of him altogether. I presume the fencing would be in his estimate.

Q. So that any progress estimates you received from your engineer would not indicate the value of the work done?—A. No, sir; I think that his measurements only covered where classification was required; I do not think there was anything else in the estimates.

Q. Did you keep an account in your books against the road, showing its cost to you?—A. I presume I did. We did all the ballasting ourselves and bought the iron; we let the rock work, the earth excavations and fencings.

Q. Would not all this be charged against the construction account?—A. Yes; it would not show in the engineer's estimates, because we did so much day work ourselves.

Q. But there would be an account in your books which would show the cost of the road to you, including everything?—A. Well, I suppose there would be. I think there was a balance sheet made up at the end.

Q. That is after the road was completed?—A. Yes.

Q. Showing the total cost?—A. Yes, I think so; there was one; I believe, but I do not know where it is now, but I think I have seen one.

Q. You have stated in "exhibit LJ 88" that the assets of the road consisted of the capital stock, and the Dominion and provincial subsidies. Are you in a position to state what amount of subsidies you received from the Provincial Government?—A. I do not know that I have any right to answer what the road cost us; it has nothing to do with this investigation and I object to it.

Q. Are you prepared to say that all the assets of the road, consisting of the subsidies from the Dominion and Provincial Governments have been expended in the construction of the road?—A. Yes, sir; and we put our own money into it, over and above our subsidies. We have never been paid the amount we have put into it ourselves.

Q. Have you sold the bonds?—A. Yes.

Q. Are the proceeds of these bonds gone into the road?—A. I do not propose to go into the details as to what we have done in our own private business, but if there is anything in connection with this investigation that you wish to know I am prepared to answer it.

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Q. I do not want to go into anything about your private business?—A. Well, if you go into the cost of the road and the money we put in it ourselves, you would go into our private business, and that was the objection that I made when I was examined before in a similar matter. I think it would be going into our private business to ask me any such questions. I am anxious to give you all the information I can in relation to this investigation.

Q. Were there two different sets of bonds issued in connection with this road?—A. Yes; the bonds of the main line and the bonds of the branch.

Q. Were there any bonds issued on the road for \$5,000 per mile originally?—A. I believe there were, but they were never put upon the market.

Q. But afterwards bonds were issued to the extent of \$20,000?—A. Yes, that is what the act allowed us.

Q. Did McDonald & Boswell obtain by their contract with the Temiscouata Railway Company any assets other than the Dominion and provincial subsidies granted to the company?—A. They got a subsidy from the corporation of Fraserville.

Q. But was there anything mentioned to that effect?—A. Yes.

Q. Did they have any other assets which were transferred to you, besides these subsidies?—A. None but the stock.

Q. But as you stated before, the stock was not paid up?—A. But we took a certain amount of paid up stock, and the subsidies, and the right of issuing the bonds.

Q. But that stock did not put any money in your pockets?—A. Well, I do not know; it is a question yet whether it will or not. We put a value on it.

Q. For what purpose do you put a value on it?—A. Well, we control the road, and if we ever dispose of the road, we consider the stock will be worth something by the handling of it.

Q. What I want to know is this, whether the stock put any actual cash in your pockets?—A. We have not derived any value from it yet.

Q. And the only value you hope to derive from it, is by means of controlling the road?—A. I am not prepared to say. We hope more than that from it eventually.

Q. Now, Mr. McDonald, when you were the contractor for the Temiscouata Railway, with whom were your negotiations conducted?—A. They were principally with A. R. McDonald, Mr. Tarte, and the other directors after the company was formed, but these were the principal men, and I think Mr. Bertrand was also one of the committee appointed by the board to make a contract, and see that everything was attended to properly.

Q. With whom were the special items of the contract principally discussed?—A. Well, by Mr. Hector Cameron, my solicitor, representing McDonald & Boswell, and by myself, with a committee of the board—I presume that is what it would be.

Q. Is it not a fact that Mr. A. R. McDonald represented the Temiscouata Railway Company in negotiations with you?—A. He was the man that I had done the principal business with.

Q. And you treated with him as representing the company?—A. Well, not exactly the company. There was the old organization, or the company that had lapsed, that had claims—I think there were two companies, one on the New Brunswick end and one at the Quebec end—I think there was a local charter, and he claimed that they had certain rights that should be res-

pected, and in making our arrangements we proposed that there should be only one person that we should deal with, and Mr. McDonald was the man that was put forward by the others to represent them all.

Q. Did Mr. McDonald produce any letter or writing to show that he was authorized to deal on behalf of the others?—A. Well, the directors were the only ones that came in afterwards.

Q. Did they pass a resolution of the board to authorize him to act for them?—A. I am not prepared to say whether they did or not; you will have to look at the minutes of the board for that.

Q. At any rate, you thought he was sufficiently authorized to deal with him?—A. We dealt with him more than with others.

Q. And you fixed the term of the contract with him?—A. I think that the terms of the contract were fixed with a committee of the board, comprising Mr. Bertrand, Mr. Grandbois, and Mr. A. R. McDonald, and perhaps Tarte, but I cannot say. I think there were three of a committee appointed by the board to approve of the contract and report to the board, but I presume the minutes will show the whole thing.

Q. Now, you stated in your evidence that you required to make a further investigation into the cost of building the road, in order to be prepared to enter into that contract. That is an investigation beyond what you had made at the date of the incorporation of the company?—A. We made a survey of the road on the first preliminary arrangements; and if, after the making of this survey, we felt that the road cost too much, they had the option of paying us back what we expended, and give the contract to some other company if they thought proper.

Q. And after the survey was made, you entered into the contract?—A. Yes, I think the survey was made when we entered into that. I am not sure whether it was finished completely, but I think it was finished enough to satisfy us.

Q. Was there any consideration stipulated to be given by McDonald & Boswell for political purposes, to be used for the purpose of securing the election of members of Parliament favourable to the Government, in addition to the consideration mentioned in the contract between you and the Temiscouata Railway Company?—A. Well, not so far as Sir A. P. Caron was concerned, or anything connected with this investigation.

Q. You say not so far as Sir A. P. Caron was concerned. Do I understand you to say that there was any consideration to be used for political purposes?—A. I am not prepared to answer that any more than just as I have already answered. There is an agreement between myself and one of the board that might be construed in that way, but I am not prepared to say that it is so, and I have not got the agreement to see it, and I have not read it for years. It has nothing to do with this present investigation, nor is there any mention of it, or anything in reference to it.

Q. I think you are summoned to produce all papers in your possession relating to the matter, are you not?—A. I do not know that I have got that; I have not got any papers myself. As far as I am aware at present, I believe that any agreement that was made at that time is in the possession of Mr. Cameron, who was acting as solicitor. I know he has got a lot of our papers. I have not seen the document I allude to since it was made. I do not know that you would consider it a political thing, but at the same time, your question is put in such a way that I cannot say straight that it is not.

Q. At the time of the stipulation between McDonald & Boswell and Mr. A. R. McDonald, on behalf of the Temiscouata Railway Company, was it

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agreed that McDonald & Boswell should give or subscribe any sum of money or valuable consideration to be used to promote the election of Sir A. P. Caron, or other supporters of the Government of which he was a member?—

A. As far as Sir A. P. Caron is concerned, there was none—not the slightest.

Q. Is that your whole answer?—A. That is all I can answer without seeing this agreement, and I believe that Hector Cameron has the agreement. At least, I am not aware of where it is; he is the man who has done all my business and was the solicitor of McDonald & Boswell.

Q. I must insist on an answer to the question as to whether there was any stipulation of either money or value to be paid for political purposes to promote the election of Sir A. P. Caron or other members favourable to the Government of which Sir A. P. Caron is a member?—A. I suppose I can repeat the words I used at the time of this agreement. The agreement referred to certain things, and I objected; I said that there is no doubt that during the carrying out of this work I would have to do something for our friends, and I am willing to leave it in that position. That is all that transpired, if you can put any political construction on it, one way or the other. These are the words I used at the time.

Q. When you speak of friends, you mean political friends?—A. Well, I have been twenty years assisting my friends when they were in opposition and when they were in power. I have done so right along.

Q. You mean political friends?—A. Yes, sir; that agreement does not exactly say so, but that is really what I mean myself.

Q. And in assisting friends, you mean subscribing to elections?—A. Well, I suppose that would be about it.

Q. And your friends, I suppose, we need not ask, are Sir A. P. Caron, and other members of the conservative party?—A. I never heard his name mentioned in this matter. I had nothing to say about him one way or the other. This matter that I refer to had nothing to do with Dominion subsidies, either directly or indirectly.

Q. Where is the agreement you refer to—is it within your power?—A. I believe Mr. Cameron has got it.

Q. Where is Mr. Cameron?—A. In England, as far as I know. I believe him to be in London.

Q. Have you searched for it since you received your subpoena?—A. No, I have not. I have been detained in Montreal, and I have not got any papers. I believe Mr. Cameron has got it, and I doubt very much if I could get it if I went to Rivière du Loup. He has a lot of our papers, and I believe they are all locked up. He is the solicitor for McDonald & Boswell.

Q. Was the agreement which you mentioned signed by you?—A. I presume it was signed by McDonald & Boswell; I signed it, I presume.

Q. Did it mention any particular sum of money to be paid for political purposes?

MR. FERGUSON, Q. C., objects to the question, on the ground that the witness has already stated that neither Sir A. P. Caron, nor any of his political friends, had anything to do with this agreement, and that his name was in no way connected with it.

Objection overruled.

Q. Was the agreement of which you speak part of the consideration of the contract of McDonald & Boswell with the Temiscouata Railway Company?—

A. I cannot say that it was. I cannot say positively.

Q. Well, was it or was it not, Mr. McDonald?—A. I do not think it was, because we would have got the contract anyway. For that reason, I do not think it was.

Q. You say you would have got the contract anyway?—A. Yes, sir; without any reference to this thing I refer to.

Q. Did the firm of McDonald & Boswell assume obligations under said agreement, in addition to those which are mentioned in their contract with the Temiscouata Railway?—A. Well, I am not prepared to answer that. That is going into a thing that may come up hereafter, somewhere else, and I am not going to commit myself. It has nothing to do with this investigation in any way; that I am satisfied of. I do not propose to go into it, because there may be other investigations or another lawsuit in the matter, and I might commit myself here. I do not propose to give any information in reference to this agreement any more than I have given.

Q. Did the firm of McDonald & Boswell, by said agreement, or otherwise, undertake to pay for political purposes, to promote the election of Sir A. P. Caron, or other members or supporters of the Government of which he was a member, any sum of money, or any property of value?—A. Well, no. There is nothing more than what I said there, that a party wanted this sum of money for himself, and I refused it, and I said that we would like to help our friends during the progress of the work. It was just that way.

Q. I repeat the question. That is not an answer. Did the firm of McDonald & Boswell by said agreement, or otherwise, undertake to pay for election purposes, to promote the election of Sir A. P. Caron, or other members or supporters of the Government of which he was a member, any sum of money, or any property of value?—A. As I said before, I never heard Sir A. P. Caron mentioned in any way, directly or indirectly, in connection with the Temiscouata Railway at all. The party I refer to wanted a certain amount for himself, and I refused it, and I said that we had to help our friends during the progress of the work. I proposed that that amount should be left for that purpose, and if there was anything left after we got through, that he could have it. That is as far as I remember the transaction. I think the agreement will show that, but I am not prepared to say, because I have not seen it since it was made.

Q. In the agreement of which you have spoken, was it stipulated that McDonald & Boswell should pay any sum of money or valuable consideration for political purposes, to secure the election to the House of Commons of persons friendly to the Government of which Sir A. P. Caron was a member?—A. I cannot give any answer than the one I have given.

Q. I do not understand, Mr. McDonald, whether you meant to say that there was anything in the agreement, or that you simply said verbally to the person with whom you were dealing, "We will have to contribute for political purposes, to help our friends." Will you please state whether that was in the agreement or not?—A. I tell you that I have not seen the agreement since it was made—I do not remember of having seen it since, and I am not prepared to say exactly the words of it.

MR. JUSTICE ROUTHIER :—Was there anything like that in the agreement?—A. I may tell you that the party wanted the money for himself.

Q. What party?—A. I am not going to name him—I do not think I have a right to give the name; I do not know if you would call him a politician; I do not think he is; he is not a member of the House, nor never was. He wanted the money for himself, independent of politics altogether.

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Examined by Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Did you pledge yourself to pay an amount to that person?—A. I cannot say exactly the wording of the agreement, but I give you the purport of it. I made the remark that I had to help our friends, and if there was anything left on the completion of the work out of this amount, that this party should have it.

Q. That is in the agreement, is it?—A. I think so; I do not know that these are the exact words, but as far as I remember, it is the meaning of it.

Q. A certain amount is mentioned in the agreement?—A. The amount he wanted is in the agreement.

Q. What was the amount?—A. I do not know I have any right to give it; it is between myself and a person who is not in the House, and who was not a politician, and no member of Parliament or member of the Government knew anything about it. It is a matter between myself and a private individual, and I do not think I have a right to refer to it.

Q. Who was the party with whom this agreement was made?—A. That is what I refuse to answer, because it has nothing to do with this investigation.

By Mr. Ferguson, Q.C., of Counsel for Sir A. P. Caron:

Q. Was it fixed to come out of the Federal subsidies or any part of them?—A. No.

By Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Was it fixed to come out of any property of the road?—A. I suppose everything we got was the property of the road before it was assigned to us.

Q. Was it fixed to come out of any part of the consideration which was conveyed to you by the Temiscouata Railway Company, under your contract with that company?—A. Not so far as the Dominion is concerned.

Q. That is not a full answer?—A. That is the only answer I can give you.

MR. IRVINE, Q.C.—Following my advice; I have been consulting with Mr. McDonald. He is willing to give the name of the person, and to give an explanation of what is in the agreement referred to.

By Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Mr. McDonald, will you please state what explanation you wish to give with regard to the purport of this agreement?—A. On the advice of my solicitor, I propose to give you the name and the transaction, as far as I can. The agreement was made with Mr. A. R. McDonald. The amount I refer to was a subsidy from the municipality of Fraserville of \$25,000. There is an agreement existing between us. He wanted to get that amount for himself. I refused point blank to give it to him, and after some time, when Mr. Cameron was present, I agreed that this amount should be left aside for any purpose that might arise during the progress of the work, without saying political or anything else. As I said a little while ago, I said that we would have to help our friends, and if there was anything left out of that sum of money after we got through, that he could have the balance. That is the whole story of it.

Q. Did Sir A. P. Caron have any knowledge of this agreement?—A. No, sir.

Q. You never spoke to him about it?—A. No, sir.

Q. He never spoke to you?—A. No, sir; I have not the slightest recollection of discussing it with him.

Q. Have you any intimation, in any way, that he was aware of that agreement?—A. I have not.

Q. Did you, during the election of 1887, subscribe to promote the election of Sir A. P. Caron to the House of Commons?—A. No, sir.

Q. You did not?—A. No, sir.

Q. Nothing at all?—A. No, sir.

Q. Did you, during the election of 1887, subscribe any money to promote the election of persons supporting the Government of which Sir A. P. Caron was a member?—A. I subscribed to the election, but not to Sir A. P. Caron's.

Q. How much?—A. I decline to say what it was. It has nothing to do with Sir A. P. Caron at all.

Q. I think you must answer?—A. I cannot say what the amount was, because I subscribed in two or three small amounts and one large amount, and if you ask me the amount I subscribed, I do not think I can tell you.

Q. Can you not give it approximately?—A. I do not give figures like this approximately.

Q. How much was this large amount?—A. I do not think I have any right to answer that; I decline to answer.

MR. JUSTICE ROUTHIER—I think you are obliged to answer.—A. I am not clear enough as to what the amount was, it has happened so far back—I am not clear as to whether it was \$7,000 or \$8,000, but I believe it is one of these amounts.

Q. Did that amount go into the general fund of which the Honourable Mr. McGreevy was treasurer?—A. I am not aware of it; I do not know anything about it—I never heard of that general fund until the investigation.

Q. Was the money given either to Sir A. P. Caron, or to any person for him, or that you supposed was for him?—A. No, sir.

Q. To the best of your knowledge, had Sir A. P. Caron any knowledge whatever of it?—A. No, sir; to the best of my knowledge, I do not suppose he had the slightest knowledge of it.

Q. Do you know, or have you any reason to know, that Sir A. P. Caron had any hand in the distribution of it?—A. I have not the slightest idea that he had—I have no means of knowing.

Q. With regard to the small subscription that you have mentioned, had Sir A. P. Caron anything to do with it?—A. No, sir.

Q. Now, coming down to the election of 1891, did you have any conversation with Sir A. P. Caron with regard to that election?—A. Sir A. P. Caron met me casually in the town here, and asked me if I could assist him in any way. I said I could not do much, but I would see what I could do.

Q. What came of that?—A. That is all I had to say with Sir A. P. Caron about it.

Q. Did you assist him afterwards?—A. There was a party drew upon me.

Q. A person that you knew to be a politician?—A. Yes; I understood him to be one of the committee, I think in Quebec here.

Q. Did you honour the draft?—A. Yes, sir.

Q. What was the amount of the draft?—A. \$2,000. I had nothing to say to Sir A. P. Caron about it. I do not know whether he knew I honoured the draft or not.

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Q. Did you at the time suppose that the draft was the result of your conversation with Sir A. P. Caron?—A. Well, I do not know it was, and I am not prepared to say it was either.

Q. Now, is that the only conversation that you had with Sir A. P. Caron relating to the election of 1891?—A. That is all, so far as money is concerned, I may have talked about how they were getting on, and meeting him casually, but in so far as finances are concerned, I never discussed that with him.

Q. Now, Mr. McDonald, one final question. Did you have any conversation with Sir A. P. Caron afterwards about the draft for the election of 1891?—A. No, sir—no. I had not.

Q. There was no mention of it?—A. No.

Q. I believe that you have been in the habit of subscribing for elections for some time, have you not, Mr. McDonald?—A. Yes, sir; for over twenty years.

Q. Every election that comes along?—A. I think pretty near all; I help my friends in the general elections.

Q. You have been a pretty loyal conservative right through?—A. Yes.

Q. Now, apart from what you have mentioned, relating to your agreement with Mr. A. R. McDonald, and your subscription, was there any contract or understanding, or agreement, that you should give one dollar besides that for election purposes?—A. I never had any agreement outside of that one I had with A. R. McDonald, which I have explained here to-day. I am not prepared exactly to say what the wording of that agreement is; so far as I can remember it, I have told you.

Cross-examined by Mr. Ferguson, Q.C., of Counsel for Sir A. P. Caron:

Q. When was it in 1891 that you refer to, when you say Sir A. P. Caron spoke to you?—A. Well, I am not sure now; I cannot give the period; I cannot give the date now.

Q. Where was it you met him?—A. Well, I just met him accidentally.

Q. You met him casually in travelling?—A. I met him casually in Quebec here, I think. I am not prepared to say at present; it was not by appointment, or anything.

Q. And what he said to you was——?—A. If I could assist them in any way.

Q. He suggested to you or asked you if you could assist them in any way in the general election?—A. Yes, I do not know if, he said the general election, but I knew the general election was coming on.

Q. It was not in consequence of that request that you subscribed?—A. I am not prepared to say whether it was or not. I do not think it was.

Q. You were in the habit of subscribing to general elections?—I am in the habit of subscribing.

Q. You would have subscribed, anyway, to the election, whether you met Sir A. P. Caron at that time or not?—A. I am sure I would have subscribed, whether or not.

Q. You always have subscribed?—A. For general elections?

Q. Yes?—A. For twenty years, I may say.

Q. You never saw Sir A. P. Caron again on the subject, and never spoke to him of it?—A. No, sir.

Q. You never gave Sir A. P. Caron any money?—A. I never gave him a dollar.

Q. You do not know whether he knew anything about your having subscribed, as a matter of fact?—A. I do not know.

And further deponent saith not.

I, Thomas P. Owens, sworn stenographer, do hereby certify the foregoing deposition to be a true and faithful reproduction of my stenographic notes.

QUEBEC, 27th October, 1892.

EDWARD D. BOSWELL, Railway Contractor, being duly sworn, deposed as follows :—

Examined by Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Mr. Boswell, you are one of the partners of the firm of McDonald & Boswell?—A. Yes, sir.

Q. You are a partner with Mr. J. J. McDonald who was examined yesterday?—A. Yes.

Q. Did you associate yourself together as McDonald & Boswell, for the purpose of building the Temiscouata Railway, or had you a previous partnership?—A. No ; we became partners just on that contract.

Q. I think you were summoned to produce the books, Mr. Boswell?—A. I have got the books of the Temiscouata Railway Company.

Q. You are secretary of that company?—A. Yes.

Q. What books of that company have you got?—A. I have got the only books in my possession—that is, the minute books and the stock book.

Q. Did the Temiscouata Railway Company have any financial transactions at all itself? Did it have any revenue or resources, apart from what it conveyed to McDonald & Boswell?—A. No ; I think not.

Q. Did it ever have a bank account?—A. Not until they commenced operating the road.

Q. That was not the bank account of McDonald & Boswell?—A. We always carried on the business of contractors under the name “McDonald & Boswell.”

Q. You considered McDonald & Boswell as the railway company after they took the building of the road?—A. No ; we were contractors.

Q. What I mean is this : Did the railway company itself, apart from McDonald & Boswell, have any revenue or resources of any kind during the period from its incorporation up to the commencement of the running of the road?—A. I am not aware of it.

Q. So that they never paid money to any one at all?—A. Except that all the subsidies that were granted were transferred to McDonald & Boswell.

Q. That was under the contract between the company and McDonald & Boswell?—A. Yes.

Q. Have you the minute book of the company?—A. Yes.

Q. Does it contain any entries relative to the contract between the company and McDonald & Boswell?—A. Well, I have never read the minutes. I have only been secretary of the company since December, 1888, and I have not read the back minutes.

Q. Are you not aware, without having read them, whether there are minutes relating to the passing of a contract with McDonald & Boswell?—A. I suppose there would be, but I really have not read it.

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Q. Is the book which you produce, Mr. Boswell, the first minute book of the company?—A. I think so. It is the only one I have ever seen. It was handed over to me by the former secretary. I perceive that the first meeting appears to have been held on Tuesday, the 19th of January, 1886.

Q. Is that not the case?—A. Apparently so.

Q. That was for the organization of the company?—A. Yes.

Q. Does that mention the names of the provisional directors who were present?—A. Yes : A. R. McDonald, Dr. Grandbois, Dr. Rossignol, G. H. Deschesne, M.P.P., J. J. McDonald, A. Hamel, J. I. Tarte, and C. Bertrand.

Q. Mr. Deschesne is since dead, is he not?—A. Yes.

Q. At that meeting Mr. A. R. McDonald was appointed president?—A. Yes ; apparently so.

Q. And you, Mr. Boswell, were, I see, appointed treasurer?—A. Yes.

Q. I perceive that by a resolution of that meeting, the president, A. R. McDonald, Dr. Grandbois, J. I. Tarte and John J. McDonald were appointed a committee to enter into contracts on behalf of the company with the Dominion and Provincial Governments for the subsidies granted or to be granted to the company. Is that the case?—A. Yes, if it says so in the minutes.

Q. Was anything done at that meeting with regard to getting somebody to contract for the road?—A. The president was authorized to receive proposals for the construction of the road and to make arrangements therefore, subject to the approval of the permanent board when elected ; and also the president was authorized to open subscriptions for the one hundred and twenty-five thousand dollars necessary, and to call another meeting as soon as subscriptions should be obtained.

Q. I find here, that on the 3rd of March, 1886, the first meeting was held after the stock subscription had been obtained, and the election of permanent directors took place, where Messrs. A. R. McDonald, Dr. Grandbois, Dr. Rossignol, J. I. Tarte, G. H. Deschene, Charles Bertrand and Levi Terriault, Hector Cameron, William McCarthy, were elected directors. At a subsequent meeting of the directors held on the 21st of September following, A. R. McDonald was elected president and managing director. The president, A. R. McDonald, and Messrs. Grandbois and Bertrand, were elected a committee with authority to make and enter into a contract with responsible contractors for the building of the line. Now, Mr. Boswell, who were the responsible contractors referred to in these minutes?—A. I don't understand you.

Q. What persons did the company deal with?—A. I do not know. I do not know anything about anybody but ourselves.

Q. Who were they negotiating with? Was it McDonald & Boswell?—A. I think so.

Q. Were you aware that any other contractors than McDonald & Boswell had been approached on the matter?—A. I don't know.

Q. Will you look at the minutes of meeting of directors of the Temiscouata Railway Company, dated October, 1886, and see were they authorized to contract between the company and McDonald & Boswell?—A. The following is an extract from the minutes: "The committee of directors named by the board to consider for the construction of the line of the Temiscouata Railway met, when there were present A. R. McDonald, president; Dr. Grandbois and Charles Bertrand. The contract between the company, the Messrs. McDonald & Boswell, read, considered and approved, and the president was

authorized to sign the same and to affix the seal of the company thereto." It is signed A. R. McDonald.

Q. Under that authority the contract was executed with McDonald & Boswell?—A. I suppose so.

Q. And McDonald & Boswell proceeded to construct the work?—A. Yes.

Q. Mr. Boswell, you were in court yesterday, and heard Mr. McDonald speak concerning the manner in which the account of the company was kept?—A. Yes.

Q. Your account was first kept in Molson's Bank, Toronto, and afterwards in the Bank of Montreal, in Montreal?—A. Yes.

Q. Did you open a bank account immediately after you commenced the construction?—A. I suppose so; we had to have a bank account.

Q. What were the sources of the moneys which were placed in the bank account of McDonald & Boswell? Were they anything except the subsidies and other valuable considerations which came from the Temiscouata Company?—A. Oh, yes.

Q. McDonald & Boswell opened an account by placing money to the credit outside of that, did they?—A. Yes.

Q. With regard to the payments which were made, and which were mentioned by Mr. J. J. McDonald in his evidence, namely, \$7,000 or \$8,000, and \$2,000, were these payments made simply out of a bank account, or how were they made?—A. I cannot say anything about that. I do not know anything about it.

Q. Did you have access to the books of McDonald & Boswell?—A. These amounts were paid to Mr. McDonald, and he did what he liked with them.

Q. Were they paid by cheque?—A. He took the money, and I do not know what became of it afterwards.

Q. Was the money obtained on the cheque of the company, McDonald & Boswell?—A. I suppose so.

Q. And the cheque was drawn on the bank account of McDonald & Boswell?—A. Certainly.

Q. That bank account was composed of the various subsidies and other values which came from the contract with the Temiscouata Railway Company?—A. Well, whatever money we received from the different Governments, and our own money.

Q. You really started the account?—A. Yes.

Q. So the whole were mixed together?—A. Yes.

Q. Are you acquainted with Sir Adolphe Caron?—A. Slightly.

Q. Have you seen him and conversed with him in connection with the affairs of the Temiscouata Railway Company?—A. No, never.

Q. Not upon any subject?—A. Not upon any business; never in my life.

Q. Have you been present when anybody else was so conversing with him?—A. No.

Q. Have you ever visited Ottawa in connection with the affairs of the company?—A. Once or twice, but only to meet Mr. McDonald or Mr. Cameron.

Q. What Mr. Cameron is that?—A. Mr. Hector Cameron.

Q. Where is he now?—A. He is in England.

Q. Is he residing in England, or do you expect him to return?—A. I do not know, he has been there for over a year.

Q. What relation has he to your company?—A. He was solicitor.

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Q. Was he also a director of your company?—A. Yes.

Q. Was it through him that any proposals for increased subsidies were made?—A. I do not know anything about that.

Q. When you went to Ottawa to meet Mr. J. J. McDonald and Mr. Hector Cameron, did you meet any one else there connected with the company?—A. I met A. R. McDonald on one occasion there.

Q. What was the cause of your visit to Ottawa on that occasion? What business connected with the company took you there?—A. I have really forgotten, it is so long ago. I remember it was on the 24th of May.

Q. Was it in connection with the negotiations to obtain the contract that you went to Ottawa?—A. I think not; I am under the impression we had the contract then. I really don't remember.

Q. Now, don't you remember hearing something discussed there that seemed as if the contract had not then been completed, something about a sum of money that was to be laid aside by McDonald & Boswell?—A. No; there was something about this Fraserville bonus, but that is a matter entirely between A. R. McDonald and John J. I heard of it, but I did not hear the discussion at the time.

Q. You knew there was something about that?—A. They had some words about it, but I did not hear it all.

Q. Where was it that they had the words?—A. In Ottawa.

Q. That relates to the evidence that was given by Mr. J. J. McDonald yesterday?—A. Yes.

Q. Have you any reason to believe that Sir Adolphe Caron had any knowledge whatever of the contracts between A. R. McDonald or the agreements between A. R. McDonald and John J. in that respect?—A. No; I never heard his name mentioned.

Q. To your knowledge, does any act of Sir Adolphe Caron imply that he had any knowledge of that contract?—A. I only repeat that I never heard his name mentioned in connection with the railroad in any manner at all in any way.

Q. Now, Mr. Boswell, as secretary treasurer of the Temiscouata Railway Company, are you in a position to say whether that company ever paid any money or value of any kind to Sir Adolphe Caron or to any election fund for the purpose of promoting the election to the House of Commons of Sir Adolphe Caron, or other members or supporters of the Government of which he was a member?—A. I thought Mr. J. J. McDonald answered that question yesterday.

Q. I am asking you the question concerning the Temiscouata Railway Company?—A. As a company?

Q. Yes?—A. No.

Q. Nothing at all?—A. Never.

Q. I presume it has never had anything to pay?—A. That is a fact.

Q. Now, did McDonald & Boswell, as a consideration of the contract passed between them and the Temiscouata Railway Company, contract or agreed to pay any sum of money or valuable consideration to be used for political purposes to secure the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member?—A. Not that I am aware of. I had nothing to do with the political part of the transaction at all.

Q. You had nothing to do with them?—A. No; anything that was ever given Mr. McDonald did; I don't know anything about it.

Q. Were you present at the discussions between Mr. J. J. McDonald and Mr. A. R. McDonald, and Mr. Tarte, and others?—A. I do not think I have ever been, particularly.

Q. Were you present at any discussion where any stipulation was made that money was to be paid for the purposes mentioned in the previous question?—A. No.

Q. Mr. Boswell, I see that at a meeting of the directors of the Temiscouata Railway Company on the 22nd of March, 1888, a question was raised concerning modifications in the contract of McDonald & Boswell with the Temiscouata Railway Company. Will you state whether any modification of that contract was made?—A. I really cannot tell you; Mr. McDonald looked after all these matters. I really don't know anything about it.

Q. Do you know that bonds were first issued at the rate of \$5,000 per mile?—A. Yes.

Q. Don't you know that that was subsequently increased?—A. I am told so. They were increased to \$20,000, but I was not there then. The negotiations were all carried on through Mr. Cameron and Mr. McDonald.

Q. Don't you know that the stock of the company was increased from \$500,000 to \$1,000,000?—A. Yes.

Q. Was there an amended contract passed?—A. I do not know, but I imagine there would be.

Q. Do you see in the minutes a report of the president of the company concerning that matter, an extract of which is as follows: "They have asked from the board for their consent, without which no alteration could be made to cancel the present issue of bonds which are still in the hands of the trustees, and none of which have been delivered to the contractors on their order, and to make a new issue of bonds to the limit authorized by the charter of the company; and they have also proposed assent to the increase of the capital stock of the company, provided for by the said act, provided that they shall receive \$791,000 as paid up stock, instead of \$491,000 stipulated for by their contract, and that \$200,000 will be reserved to be issued in aid of the future construction of the branch as authorized." Now, these are the changes which were referred to in the contract with McDonald & Boswell?—

A. I suppose so; I never saw the contract. This change was confirmed at a meeting of the shareholders of the company on the 22nd of March, 1888, a copy of which minute is produced, and will be attached to my deposition as exhibit EDB 1. I am in possession of the original subscription list of the Temiscouata Railway, bearing date the 19th January, 1886. The subscribers upon the original list were A. R. McDonald, 10 shares; Dr. Grandbois, 10 shares; Demase Rossignol, 10 shares; E. Hamel, 10 shares; C. H. Deschene, 10 shares; J. J. McDonald, 10 shares; J. I. Tarte, 10 shares; Charles Bertrand, 10 shares; William McCarthy, 250 shares; and A. R. McDonald, 920 shares.

Counsel for Sir Adolphe Caron did not cross-examine the witness.

And further deponent saith not.

And I, Thomas P. Owens, sworn stenographer, do declare, under the oath I have taken, that the above is a true and faithful transcript of the shorthand notes of the evidence of the above-named witness.

Edgar versus Caron.

(Translation.)

SITTING OF 27th OCTOBER, 1892.

MR. P. B. DUMOULIN, Manager of La Banque du Peuple, Quebec.

By Mr. Bisailon :

Q. You know Sir A. P. Caron ?—A. Yes.

Q. Would you state whether Sir A. P. Caron has an account at the Banque du Peuple at Quebec ?—A. He has no account.

Q. Has he had an account open at that bank since 1882 ?—A. The Banque du Peuple has been established at Quebec only since 1885. I entered the lower town branch only in 1888, and since I have been there Sir A. P. Caron has not had an account. I do not believe he had any before, but I cannot say that I have examined all the books since 1885.

Q. Can you ascertain it by examining the books ?—A. Without referring to the books, before leaving the bank just now, I asked the accountant whether Sir A. P. Caron had had an account open at the bank. He answered me that he never had had an account; he told me that officially.

Q. Between 1888 and 1891 Sir A. P. Caron had no account at La Banque du Peuple at Quebec. You are certain of that ?—A. Not to my personal knowledge.

Q. And your accountant ?—A. Yes, for the accountant told me that Sir A. P. Caron had not had any account since 1885, since the opening of La Banque du Peuple at Quebec.

FRANK ROSS, of the city of Quebec, being duly sworn, deposeth as follows :—

Examined by Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Mr. Ross, I think you are the successor to the business of the late Honourable James Gibb Ross ?—A. Yes.

Q. Are you acquainted with Sir Adolphe Caron ?—A. I am.

Q. And have been for many years ?—A. Yes, for several years.

Q. Were you acquainted with the transactions of the Honourable J. G. Ross with H. J. Beemer, relating to the Quebec and Lake St. John Railway Company ?—A. Why, of course, prior to Mr. James Ross's death I had nothing to do with it.

Q. Were you acquainted with it ?—A. No.

Q. Are you aware of the payment of a sum of \$25,000 raised upon the notes of Mr. H. J. Beemer to the election fund of 1887 ?—A. No.

Q. You have no knowledge whatever of that payment ?—A. No knowledge whatever.

Q. Have you any knowledge of any payments of money or valuable consideration made out of subsidies granted to the Quebec and Lake St. John Railway, or out of any valuable security or money raised on the credit of these subsidies for election purposes during the period of the construction of that railway ?—A. No.

Q. Have you ever had any conversation with Sir Adolphe Caron relating to any such payment ?—A. No.

Q. Have you ever had any conversation relating to the granting of any subsidies to the Quebec and Lake St. John Railway Company?—A. No; never.

Q. Have you ever had any conversation with him relating to the subscriptions by the said railways, or by the firm of Ross & Company, for election purposes?—A. Never.

Q. You are, I suppose, in possession of the books of the late Honourable J. G. Ross?—A. I am.

Q. To your knowledge, do those books contain any entries relating to the subject of my previous question?—A. None whatever; not a trace.

Counsel for Sir Adolphe Caron does not cross-examine the witness.

And further deponent saith not.

And I, Thomas P. Owens, sworn stenographer, do declare, under the oath I have taken, that the above is a true and faithful transcript of the shorthand notes of the evidence of the above named witness.

JOSEPH ISRAEL TARTE, Journalist, having been duly sworn, doth depose and say:—

By Mr. Bisailon, Q.C.:

Q. Were you one of the shareholders of the Temiscouata Railway?—A. Yes.

Q. You were also a director of that company?—A. I am so still.

Q. You have been one ever since the first existence of the company?—A. If my memory serves me, I have been a director since 1884 or 1885; at all events, I have been a director of the company for a very long period of time.

Q. That is to say, since the company was incorporated; you were one of the directors since it was a mere project?—A. Yes.

Q. Before it had received its act of incorporation, did you get subsidies from the Dominion Government?—A. I think that general subsidies had been voted; I do not know whether those subsidies came from the Quebec or from the Dominion Government; the subsidies belonged to companies who would fulfil certain conditions, and we were in that position.

Q. After the incorporation of the Temiscouata Railway Company, did you personally, in the interest of that company, take steps to secure subsidies?—A. It is very difficult to tell you in a company such as that what things in detail I did. I worked in a general way to promote the general interests of our company.

Q. Do you say that you did not take steps, either by writing to ministers or by speaking to them?—A. I cannot now say what I did; I worked in the interests of the company.

Q. Did you write to Sir A. P. Caron?—A. I do not think so.

Q. Did you write to the other ministers?—A. I think I wrote to Mr. Pope. I worked in a general way at everything of a nature to interest such a company. I did what any man does who takes part in an affair of the kind.

Q. You wrote in the press?—A. Yes, I wrote articles.

Q. Did you speak about the subsidies to Sir A. P. Caron?—A. I may have spoken to him about them as I spoke to Sir John Macdonald and Mr.

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Pope. The fact is, I had been instructed by the Quebec Board of Trade to take the matter in hand. I did all I could.

Q. The Temiscouata Railway Company contracted with Messrs. McDonald & Boswell for the construction of the railway?—A. Yes.

Q. You were one of the directors of the company at that date?—A. Yes.

Q. By the contract made by the company with Messrs. McDonald & Boswell, the company transferred to those gentlemen all interests or all assets, present and future?—A. Yes.

Q. Had you an interview or interviews with Messrs. McDonald & Boswell during the negotiations held in relation to the said contract?—A. Oh, yes; the contract was discussed for quite a time.

Q. Are you aware that between the company and Messrs. McDonald & Boswell there was an agreement in relation to political purposes?—A. Oh, no; never.

Q. To your knowledge, was there between you or any of the directors of the Temiscouata Railway Company any understanding, promise or agreement with a view to obtaining out of the Dominion subsidies any sum of money in the interest of the election of Sir A. P. Caron, or of the election of any of his political friends?—A. The thing was never mooted—never.

Q. Did the Temiscouata Railway Company, to your knowledge, directly or indirectly, itself or through any of its directors, contractors or other persons, as intermediaries, promise or agree to give, advance or subscribe, any sum of money in the interest of Sir A. P. Caron, to promote his election or the election of any other member supporting the Dominion Government of which Sir A. P. Caron was and is a member?—A. The company never subscribed for Sir A. P. Caron nor any of the ministers.

Q. The directors or the contractors of the company never gave a subscription?—A. Of course, you do not want to ask me what I did with my own money; that is a horse of another colour.

Q. I speak of subsidy money?—A. No.

Q. To your knowledge, did McDonald & Boswell, out of the subsidies, or out of the credit of the subsidies, give any money for electoral purposes?—A. Never; not to my knowledge. Thank God, the subsidy granted went to build the railway.

Q. Did they undertake to subscribe, on the signing of the contract, any sum of money for the election of Sir A. P. Caron, or any other person?—A. Not to my knowledge.

Q. Do you know, as director, whether McDonald & Boswell used all the subsidies for the building of the railway?—A. Here is how I know it: I was in communication with their London banker, to whom they had given all their subsidies, to aid in the negotiation of the bonds. I took some share in the negotiations in order to assist them.

Q. You have taken part in election matters?—A. Very actively.

Q. You were one of the conservative leaders. As such, did you get any sums of money for electoral purposes?—A. I did not receive a cent from them.

Q. Did any person, to your knowledge, receive from McDonald & Boswell any part of the subsidies voted for the Temiscouata Railway?—A. No; I have just told you; they were absolutely applied to the construction of the road. That is all I can say on that point.

Q. Did Sir A. P. Caron take steps to secure money from the directors or from the contractors, for the elections?—A. I know what occurred in the party; nothing of the kind was done.

Q. Can you state whether Sir A. P. Caron was *au courant* of the negotiations had between the company or the directors and Messrs. McDonald & Boswell?—A. To my knowledge, Sir A. P. Caron was not consulted. I, myself, did not consult him.

Q. You do not know whether he had knowledge thereof?—A. No.

Q. Did you speak to him on the subject?—A. I may have spoken to him about it. To tell the truth, I was not in favour of Messrs. McDonald & Boswell. I wanted that the company itself should build the road.

Q. Were the Dominion ministers, or Sir A. P. Caron, in favour of the passing of the contract between the Temiscouata Railway Company and McDonald & Boswell?—A. I do not remember that; we discussed the question as it affected the interests of the city and district of Quebec. We considered the road to be the true short line. As to the negotiations, we conducted them alone.

Q. Are you aware of, or rather, was there, between the Temiscouata Railway Company, or any of its directors, and McDonald & Boswell, any understanding to the effect that a part of the consideration mentioned in the contract was to go to Sir A. P. Caron, or to any person who was a candidate for the House of Commons of Canada?—A. The subject was not broached; I have already said so repeatedly.

Q. Did you ever take steps, as a politician, to get money from those contractors?—A. Those gentlemen must have subscribed, but the subject never was discussed.

Q. Did you know them to have subscribed for Sir A. P. Caron?—A. All I know about it is what I have been told this morning.

Q. Personally you have no knowledge of any understanding as to money or subscription?—A. No.

Q. Can you say whether any sum of money derived from the subsidies, or being the result of credit resulting from the subsidies, was diverted, whether directly or indirectly, in aid of the election of Sir A. P. Caron, or of those supporting the Government of which he was a member?—A. No, never.

Q. Or to help members supporting Sir A. P. Caron, or the Government of which he is a member?—A. No, not to my knowledge.

Q. Have you any paper, writing or document of a nature to show that engagements and promises were made on the part of McDonald & Boswell to subscribe for political purposes?—A. I have not a sheet of paper—nothing of the kind.

Q. Do you mean to say that, so far as you know, from and out of those subsidies or other assets of the company, which, in pursuance of the contract, were transferred to McDonald & Boswell, no part whatever of the said consideration was to go to Sir A. P. Caron, or be used for his election, or the election of any of the members supporting the Government of which he forms part?—A. Nothing of the kind was ever mentioned, and nothing of the kind was done; I am sure of it.

SIR ADOLPHE CARON, Postmaster-General of the Dominion of Canada, being duly sworn, deposes as follows:—

Examined by Mr. Ferguson, Q.C., of Counsel for Sir A. P. Caron:

Q. Sir Adolphe, you are the Sir Adolphe Caron mentioned and referred to in the Commission which is now being proceeded with?—A. I am.

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Q. You are a member of the Dominion Government?—A. I am a member of the Privy Council and Postmaster-General in the Cabinet.

Q. How long have you been a member of the Government?—A. I have been a member of the Government since November, 1880.

Q. What portfolios did you hold?—A. Up to the one which I now hold, I was Minister of Militia and Defence.

Q. Up to what time?—A. Up to last January or February, I think.

Q. For what constituency did you sit when you first went into Parliament?—A. I was first elected in 1873, for the county of Quebec, which I represented up to the last general election in 1891, when I was elected for the county of Rimouski, which I now represent.

Q. You resided, I believe, in the city of Quebec, up to the time you became a member of the Government?—A. Yes. I removed shortly after I was sworn in as a member of the Privy Council. I removed from Quebec to Ottawa, where I now reside.

Q. And you have resided there ever since?—A. Yes.

Q. How long before you removed to Ottawa had you resided in Quebec?—A. I was born in Quebec, and resided in Quebec up to the time I had removed from Quebec to Ottawa.

Q. You had lived in Quebec practically all your life?—A. Yes.

Q. You are a barrister, I believe?—A. I am a barrister.

Q. And you are still connected with the bar?—A. Yes.

Q. You practised law actively up to the time that you went into the Government?—A. Yes.

Q. What was your firm at the time you went into the Government?—A. Andrews, Caron & Andrews.

Q. Of which you were a member?—A. Yes.

Q. Before you became elected to the House of Commons, had you taken any active interest in politics?—A. Yes, ever since 1872.

Q. You had, I believe, run in an election before that?—A. I was defeated in the county of Bellechasse at the general election in 1872, by Judge Fournier, now a member of the Supreme Court.

Q. I believe you were always a member of the conservative party?—A. Yes, and my father before me.

Q. You were, I believe, from the evidence, a director of the company known as the construction company, for the construction of the Lake St. John Railway?—A. I was.

Q. For how long before you became a member of the Government were you a director?—A. I think I must have been a director from the time that the company was organized, and in fact nominally I am still a director of that company.

Q. How did you come to be a director of that company?—A. I became a member of the company from the interest which I took in the enterprise, and from my connection more particularly with the county of Quebec, which I represented.

Q. How are you qualified as a director?—A. I represented my firm of Andrews, Caron & Andrews as a director of that company.

Q. You say that you represented them as a director. You were not an individual shareholder?—A. No.

Q. The firm of which you are a member were the shareholders?—A. Yes; the stock which I represented was the stock of Andrews, Caron & Andrews.

Q. I think the amount of that stock was given in evidence as \$25,000?
—A. Yes.

Q. Up to the time you became a member of the Government, did you take any particular interest in the affairs of the company?—A. Yes; I used to attend the meetings like the other directors.

Q. After you became a member of the Government, did you take any active part in the affairs of the company?—A. From the moment that I removed to Ottawa I ceased to take any active part in the company—what I would call any business interests in the doings of the company.

Q. Were you familiar at all, or in fact were you aware really of the business that was being conducted from time to time at the meetings of the company?—A. No; I knew nothing about what was going on in the company. The only opportunities which I had of attending meetings were when I happened to be in Quebec and I might happen to drop in. It was more to shake hands with my co-directors than to take any possible interest in the proceedings of the company. I knew too little about it to be able to be of any use to them.

Q. You were present at two or three meetings, according to the evidence of the secretary of the company—one meeting of shareholders and two of directors. Have you any recollection of what took place at these meetings?—A. No possible recollection. My recollection is, that I merely dropped in and exchanged a few words with the directors and walked out. I took no interest in what was going on. In fact, I knew too little about it to be able to say anything about it.

Q. Have you any recollection of the terms of the contract between Beemer and the construction company being discussed when you were present?—A. I have no recollection whatever.

Q. Were you ever aware of the contents of that contract until this investigation took place?—A. No.

Q. Were you ever aware, up to the time this investigation took place, that there was any obligation on the part of the company to obtain or endeavour to obtain further subsidies for the railway company?—A. Not from the contract, but I should imagine the company would endeavour.

Q. You were not aware of any undertaking or contract on the part of the company with Mr. Beemer to that effect?—A. No, I was not.

Q. You were aware, of course, as a member of the Government, as well as a member of the constituency in the district affected, that the company did make application from time to time for further subsidies?—A. Certainly.

Q. What position did you take with reference to these applications?—A. As a public man, representing a Quebec constituency, and as a Quebecer, I helped as much as I could to obtain the subsidies for the purpose of building the road.

Q. Why did you think yourself entitled to do so?—A. I considered that it was of vital importance to the city of Quebec and to the county of Quebec to secure the building of that road. We required for commercial purposes and for the prosperity of Quebec, a back country, which we had not until that road was built up.

Q. And through that reason you considered it your duty, in the interests of this part of the country, as well as the country at large, to support reasonable applications for subsidies?—A. Yes; I did all I could for the building of the road.

Q. You knew, I believe, the late Honourable J. G. Ross?—A. I knew him intimately.

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Q. He was a member of the firm—or was, I believe—really the firm of Ross & Company?—A. Yes; the only member.

Q. How long had you known him before his death?—A. I knew him as far back as my memory goes, but I knew him more intimately after I became a member of the bar, and our offices being in lower town, where his offices were, I had more opportunities of seeing him and knowing him than I had before.

Q. I believe he was a client or an occasional client of your firm?—A. Yes; he consulted us occasionally as counsel.

Q. What were your relations with Mr. Ross, apart from his being an occasional client?—A. Well, I looked upon him as the best friend, almost, I had from a business stand-point, and from the intimacy which existed between us.

Q. Had you resorted to him as a friend in business matters?—A. Yes, on several occasions.

Q. And private matters?—A. Yes; private matters and political matters.

Q. What was his position politically?—A. Politically, he was a strong believer in the policy advocated by the conservative party. He was a strong believer in the National Policy, and took a prominent part in political matters down in our section of the country.

Q. How far back had he taken an active part and special interest in political matters, as a member of the conservative party?—A. Well, the first opportunity I had of knowing of his taking a prominent part in politics was when I fought my first fight in the county of Quebec, against the Honourable Mr. Fabre, in 1873. He was a strong supporter of mine, and exercised his influence, which was considerable in the county of Quebec, to secure my return as a member of the House of Commons.

Q. Did he ever take a personally active part in politics as a candidate?—A. Yes; he ran for Quebec Centre, against the late Honourable Mr. Cauchon, in 1872, and I gave him my support. He also ran, I believe, in 1874.

Q. You know of his running more than once?—A. I am quite sure he ran in 1872, and I think once afterwards.

Q. You speak of him being strongly in sympathy with the conservative party and the policy advocated by that party?—A. He was.

Q. Had you ever, as a conservative—and as I suppose I might say, a leading conservative, as you were in the district—had you ever applied to him for assistance for political purposes?—A. I did on several occasions. He was, in fact, the man who, from my intimacy with him and his great wealth, I used to go to whenever I required help for the party he supported.

Q. And you have gone on several occasions?—A. On several occasions.

Q. And you have gone to him and got financial assistance from him for expenses in connection with elections?—A. I have on several occasions.

Q. That you have done on several occasions prior to 1887?—A. On several occasions.

Q. Now, in February or March, a general election took place for the House of Commons of Canada?—A. Yes.

Q. Did you apply to Mr. Ross, on the occasion of that election, for a subscription to the election fund?—A. I did.

Q. And what took place?—A. I had in 1887 more particularly charge of the district of Quebec. I called on Mr. Ross, as I have already stated I had already done very frequently; I laid before him what I considered to be the position of the party in the district of Quebec. I pointed to him the importance of the fight which we had to meet, and I told him that I had come

to him to ask him to help in providing the funds which I considered to be necessary for the legal and legitimate expenses of the campaign.

Q. What was the result?—A. We discussed the question together, and the result of it was that he told me he would give me \$25,000.

Q. What did he do?—A. The conversation took place one day, and the following day I had occasion to require some funds for the campaign, and I called on Mr. Ross. I got from him personally an amount which I would not be absolutely precise about, but it was between \$5,000 and \$10,000 on the first day. From his office I drove up to the office of the Honourable Thomas McGreevy, a witness examined in this investigation. He was one of a committee composed of three—the Honourable Sir Hector Langevin and myself being two of the three and Mr. McGreevy being the third, and the treasurer for the purposes of that campaign. I took the money, which I had received from Mr. Ross, and handed it over personally to Mr. McGreevy, who received it from me. He gave me a receipt for the amount, and in a period of time extending, probably, over seven or eight days—or ten days, possibly—I drew it out at different periods. The different amounts up to the \$25,000 which had been promised by Mr. Ross through me, and these different amounts I placed in the hands of Mr. McGreevy, as I had done the first instalment, and got receipts from him. These amounts were distributed after a discussion between the three members of that committee, Sir Hector Langevin, myself and Mr. McGreevy. They were distributed for what we considered to be legitimate and indispensable expenses of the various counties which we were looking after in the district of Quebec.

Q. You say you got these different sums of money, amounting in all to \$25,000, from the Honourable Mr. Ross himself?—A. I did.

Q. Personally?—A. Personally.

Q. In what form?—A. In bank bills.

Q. And you took it in that form to Mr. McGreevy?—A. Yes; I drove from his office to Mr. McGreevy's. The amount never left my hands until it was deposited into the hands of Mr. McGreevy.

Q. Were you ever informed that this money was to be reimbursed to Mr. Ross by any person?—A. I never was. He never mentioned it, and I had no reason to imagine that it was not his personal contribution. I knew nothing at all about anything connected with that amount until the time that I heard the evidence that was adduced here.

Q. He never led you to believe it, or stated it to you?—A. Never, directly or indirectly.

Q. He never informed you otherwise than that this was his personal contribution to this fund?—A. No, he never did, never in any way.

Q. Was anything discussed at that interview at all between you and him about this being given on any other account than simply as his personal, individual subscription to the election?—A. Never. He never led me to believe, directly or indirectly, by anything that he said or did, that it was not his personal contribution.

Q. Had you any reason to believe differently up to the time the evidence was given here?—A. Never. I never had any reason to think that it was other than his private subscription. In fact, in the House of Commons I denied having knowledge of anything else except what I stated here.

Q. Had you any conversation with H. J. Beemer with reference to this subscription of \$25,000?—A. Never, directly or indirectly.

Q. Did you ever make application to him for it?—A. I never did.

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Q. Did he ever tell you he had to pay it?—A. He never mentioned a word of it to me, and I never spoke to him about it. The only conversations which took place were between Mr. Ross and myself. I knew nothing more about it.

Q. You are aware since the evidence was given here of certain entries which appear in a certain account in one of the books kept by Mr. H. J. Beemer, with reference to the payment of this subscription of \$25,000. You are aware that certain entries are in evidence of that kind?—A. I am aware of what was stated here, but I know nothing else about it.

Q. Were you ever aware, up to the time you heard that evidence given, that there were any such entries in any books of Mr. Beemer's?—A. No; I never had any reason to believe it.

Q. Were you ever aware that there were any notes given by Mr. Beemer or by anybody else to reimburse Mr. Ross for that subscription?—A. I certainly never knew anything about it until I heard it here. I do not even know now that notes were given, except from what I have heard.

Q. Did you ever, Sir Adolphe Caron, in the elections of 1882, 1887, or 1891, apply to the Quebec and Lake St. John Railway Company, or to the company called the Construction Company, or to Horace J. Beemer, for any subscriptions to any of these general elections?—A. I never did.

Q. Did you ever receive any such subscriptions from any of these parties?—A. I never did.

Q. Now, Sir Adolphe, you have, I have no doubt, read more than once the charges which are the subject of this investigation against you?—A. I have.

Q. Referring to charge three (3) on page 5 of the Commission, are you aware that any portion of any of the subsidies which were granted by Parliament to the Quebec and Lake St. John Railway Company were diverted from the purposes for which they were granted by Parliament for election purposes?—A. I have no reason to believe that they were diverted, and I have every reason to believe that every subsidy granted for the building of the road went into the building of the road.

Q. You have no knowledge of any portion of any of these subsidies having been diverted in any such way?—A. I have not.

Q. Therefore, I need scarcely ask you if you aided or participated in diverting them?—A. I never did.

Q. Have you any knowledge of any portion of these subsidies or of any moneys raised upon the strength of these subsidies, while they were under the control in the hands either of the railway company, the construction company, or Horace J. Beemer, being diverted from the purpose for which they were granted to election purposes?—A. I have not. As I have already stated, I think the subsidies all went into the building of the road.

Q. Did you ever obtain or assist in obtaining from either of these companies, or from Mr. Beemer, the payment of moneys out of them for the purpose of assisting in your own election or in the election of other members or supporters of your Government?—A. Never.

Q. Are you aware of any understanding or agreement whereby, in consideration of the application or diversion of any of these subsidies to political purposes, it was agreed that further subsidies should be given to that company?—A. I am not aware.

Q. With reference to charge 5, are you aware of any portion of the subsidies granted by the Federal Parliament to the Temiscouata Railway

Company being diverted from the purpose for which they were voted, or of any moneys raised on the strength of these subsidies to aid in your election or the election of any of your colleagues or supporters?—A. I am not aware, and never heard of it.

Q. Did you ever apply to or receive from the Temiscouata Railway Company, or any of the directors of that company, or from McDonald & Boswell, contractors, any money for the purpose of assisting or aiding in your election, or the election of members and supporters of your Government out of the subsidies voted to that company, or raised upon the strength of the subsidies voted to that company?—A. No; I never applied or never got any from the company, or any of the directors, or others connected with the company.

Q. You are not aware of any having been so obtained for the purposes I mentioned?—A. No.

Q. Are you aware of any understanding or agreement whereby any consideration or because of moneys having been so diverted from the subsidies of the Temiscouata Railway Company, further subsidies were promised or given to them?—A. No; I have no knowledge of any such thing.

Q. Are you aware of, or did you take part in the misappropriation of any of the subsidies to any of these two companies, or of any moneys raised upon the strength of these in any way, otherwise than for the purpose for which they were granted?—A. I am not aware, and I never took part in any diversion of any money granted by Parliament for the building of any road.

Q. Were any moneys out of the said subsidies, or moneys raised on the strength of these subsidies, in so far as you are aware, ever placed in your hands for the purpose of corrupting the electorate of Canada?—A. Never.

Q. Have you any understanding, when any of the subsidies to which I have referred were granted or recommended, with either of these companies or with any person or persons interested in these companies or in these appropriations, that the moneys granted by Parliament in the shape of these subsidies, were to go to you for any purpose whatever?—A. No.

Q. Have the moneys granted by Parliament, in the shape of subsidies to these railway companies, so far as you are aware, been applied to the purpose for which they were granted by Parliament?—A. Yes, as far as my knowledge goes, they have been.

Q. There was something said by Mr. Dean with reference to a special account, which he said appeared in the books of the Quebec Bank at Quebec, in your name, in the year 1891, for \$2,000?—A. Yes; I heard what Mr. Dean said about that account.

Q. Do you know what the deposit he refers to represents?—A. Do you mean where it came from?

Q. Yes?—A. Yes; I do certainly.

Q. Has it any connection directly, or indirectly, with either of the two railway companies mentioned in these charges, or with any of the contractors, directors or other persons named in this matter?—A. It was a personal contribution from a personal friend of mine sent to me from Ottawa. It has no connection whatever with any of the railways mentioned in this investigation, nor with the directors, nor any of the persons whose names have appeared during the investigation that is going on now.

Q. And from a person who had no connection, directly or indirectly, with these matters?—A. From a person who has no possible connection with any of the companies mentioned, or in fact any of the people mentioned in this, so far as my knowledge goes.

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Q. A person whose name you never heard mentioned in any way, in connection with either of these companies?—A. No; never.

Cross-examined by Mr. Archibald, Q.C., of Counsel for the Crown :

Q. Sir Adolphe Caron, when you applied to the Honourable James G. Ross for a subscription, you knew he was the president of the Lake St. John Railway Construction Company?—A. I did, sir.

Q. Did you know that at the time Mr. H. J. Beemer was obtaining advances from Mr. Ross?—A. I must have known it. I should imagine I knew at the time. I cannot precisely say the nature of the agreement or understanding.

Q. Of course, you knew that Mr. Beemer was actually constructing the road?—A. I knew that.

Q. Under a contract with the Construction Company.—A. Yes; I knew that.

Q. Had you any previous experience of any such liberal contribution from Mr. Ross as \$25,000?—A. No, not that amount, but I had experience of very large contributions from him for election purposes.

Q. For his own elections?—A. And friends of the party.

Q. Had he been a large contributor to friends in the party before that?—A. Yes; I always applied to him.

Q. You never got a sum so large as that before?—A. That was in the general election of 1887, and it was for the whole district.

Q. Now, with regard to the Temiscouata Railway, had you any knowledge of the negotiations between the company and McDonald & Boswell which have been referred to in evidence?—A. Not the slightest knowledge. I never heard of it until I heard of it in this room, and I do not know what the negotiation is even now, except what was said.

Q. You know, of course, that McDonald & Boswell were constructing that road?—A. Certainly.

Q. Under contract with the Temiscouata Railway Company?—A. I had occasion to know it as a public man, and as one of the members of the Railway Committee of the Privy Council.

Q. Had the contract between that company and McDonald & Boswell ever been submitted to the Railway Committee?—A. Not to my knowledge.

Q. Would it not, as a matter of course, go before the Railway Committee?—A. If required to be submitted at all, the ordinary procedure would be to submit it to the Minister of Railways. It would not come before us.

Q. And you do not remember to have seen the contract for the building of the road?—A. I never saw it.

Q. Then it is scarcely necessary to ask you whether you were aware of any subsidiary contract?—A. I am not aware of any.

Q. You heard the witness state that \$25,000 of the consideration of the contract was laid aside for political purposes?—A. I knew nothing at all about it.

Q. You never heard of it?—A. I never heard of it until I heard of it here.

Q. Did you ever receive any money that you had reason to believe was part of the consideration of that contract, for political purposes?—A. Never.

Q. You have heard what Mr. J. J. McDonald said about the election of 1891, that you asked him for a subscription on that occasion?—A. I have tried to recollect it. It is more than probable that I may have met him, as he said, casually, and asked him to help the general election fund. I never got from him anything that I recollect. If he contributed, he contributed to the general fund, I should imagine.

Q. Do you remember asking any one to draw on him?—A. Never.

Q. You have seen the orders which were produced by the Honourable Thomas McGreevy, concerning that election fund of 1887?—A. I have.

Q. Do these constitute the only orders, so far as you remember, that you gave to Mr. McGreevy concerning that election fund of 1887?—A. I cannot be positive. I had charge of the campaign. I was speaking in eight or ten constituencies; my time was fully taken up, and I cannot recollect whether the ones that I saw produced here constitute all the orders that I gave, but all the orders which I did give bear my signature.

Q. Did you take any part in the distribution of any money for political purposes after it left the hands of Mr. McGreevy?—A. Oh, yes; very frequently, the candidates who were supporting the party, who had applied to me, very often would receive the money from me personally. At other times, if I was busy in the constituencies close to Quebec, or in my own constituency—I was fighting a very severe battle then in the county of Quebec—I would give an order, and these gentlemen or some of their friends, bearers of these orders, would go to Mr. McGreevy and receive from the fund, and sometimes give receipts, I suppose.

Q. What I mean, Sir Adolphe, is this: did you take any part in the distribution of the money in its use in the counties?—A. I never did. After an application was made by the candidate we discussed it, and very often a larger amount was asked than was granted. The three members of the committee discussed together, and we decided that such-and-such a county would receive so much. That amount was given to the candidate himself. Sometimes indifferent amounts before nomination day, or for the purposes of the campaign fund, and these amounts were given to the candidate or to some friends of his sent by him to receive it. Directly or indirectly, I had nothing to do with the distribution, outside of giving these amounts to the candidates who applied to me.

Q. And these amounts were given after discussion by the three members of the committee of which you speak?—A. Yes; no amount to my knowledge was ever given out until we three agreed that that amount should be given.

Q. Did you have anything to do, or did you take part in the distribution of any money in your own county?—A. Well, I very likely have treated my case as I treated the cases of the others. The amount of money which we considered should be allotted to the county of Quebec would be distributed in the same way. Personally, I had not the time to distribute the money.

Q. You did not take any part in looking after election expenses and paying the expenses as they came in?—A. No; what we used to do in my experience of elections is, that we had a committee, and the committee was the channel through which the money was distributed.

Q. And all the funds raised for election purposes went into the hands of Mr. McGreevy, as treasurer?—A. For the district of Quebec. I have been speaking merely in so far as the district of Quebec is concerned.

Q. There were no other funds, except these, which were treated in the way you have described?—A. No other funds that I am aware of.

Q. Have you any bank book which shows any entries relating to the reception of any money or value from either of the companies mentioned in the Commission?—A. I have not. The only bank book that I have is my private bank book. There is nothing in it connected with any entry or anything that could lead to any information in reference to the two companies in ques-

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tion. The only documents I have are the receipts from Mr. McGreevy for the amounts I paid him.

Q. Have you got a cheque book or book of cheque stubs which would show anything in relation to the matters concerned in this investigation?—A. I have not.

Q. No book of account, in which any account is kept relating to moneys received for political purposes from the sources mentioned in the Commission?

—A. No book of account of any kind.

Q. Have you with you the receipts which you received from Mr. McGreevy for the amount to which you refer?—A. I think I have.

Q. Have you any objection to produce that?—A. No objection whatever. I now produce a photographic copy of the receipts obtained by me from the Honourable Mr. McGreevy, for the money handed by me to him as already mentioned in my evidence. Exhibit APC 1.

Q. That is the only paper you have relating to the subject matter of investigation?—A. That is all.

And I, Thomas P. Owens, sworn stenographer, do declare, under the oath I have taken, that the above is a true and faithful transcript of the shorthand notes of the evidence of the above-named witness.

EXHIBITS.

Exhibit "D" 1, for the Crown; filed 20th September, 1892.

G. H. HAMEL,
Clerk, R. C.

2083½

AUDITOR-GENERAL'S OFFICE,

OTTAWA, 17th November, 1883.

Certified that the undermentioned entry be made. Dr.
 Subsidy to Quebec and Lake St. John Railway...\$7,644 45
 Customs revenue—
 For customs duties deducted.....\$7,644 45
 From Est. 1, paid by cert. 2083.

J. L. McDOUGALL.
J. M. COURTNEY.

No. 9928.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 17th November, 1883.

To the Bank of Montreal,
Ottawa.

\$24,355.55.

Pay to the order of the Quebec and Lake St. John Railway Co., twenty-four thousand three hundred and fifty-five $\frac{55}{100}$ dollars—subsidy.

Countersigned,
J. L. McDOUGALL,
Auditor-General.

R. W. BAXTER,
For *Deputy-Minister of Finance.*

Endorsed on back :—

JAS. G. SCOTT,
Secty. and Treas.
Quebec and Lake St. John Ry. Co.
For credit Quebec Bank.

J. STEVENSON,
Cashier.

No. 2083. Cheque 9928.

BANK OF MONTREAL,
OTTAWA, 17th November, 1883.

Auditor-General's Office.

Subsidy for ten miles at \$3,200 per mile.....\$32,000 00
 Less amount to be credited to customs revenue 7,644 45

R. & C. cert. 285.
R. W. B.

\$24,355 55

Received cheque for \$24,355.55.

J. G. SCOTT, Secy.

Edgar versus Caron.

Q. and Lake St. John Ry.

Certified that a cheque may issue in the favour of the Quebec and Lake St. John Railway Co. for \$24,355.55, twenty-four thousand three hundred and fifty-five $\frac{55}{100}$ dollars.

Charge to

Quebec and Lake St. John Railway Subsidy, 46 Vic., ch. 25.

J. L. McDOUGALL,
Auditor-General.

Let a cheque issue.

J. M. COURTNEY,
Deputy-Minister of Finance.

Exhibit "D" 2, for the Crown ; filed 20th September, 1892.

G. H. HAMEL,
Clerk, R. C.

No. 14813.

FINANCE DEPARTMENT, CANADA,

\$37,027.

OTTAWA, 5th May, 1885.

To the Bank of Montreal,
Ottawa.

Pay to the order of yourselves, Quebec and Lake St. John Railway Co., thirty-seven thousand and twenty-seven dollars.

R. W. BAXTER,
Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
A sst. Auditor-General.

No. 4446. Cheque 14813.

BANK OF MONTREAL,

OTTAWA, 5th May, 1885.

Auditor-General's Office.
On account of subsidy per report
of Chief Engineer, dated 8th
April. O. C. 22 April.

Received cheque for \$37,027.

J. M. GREATA,
Pro manager.

J. R. & C. Cert. 383

Certified that a cheque may issue
in favour of Quebec and Lake
St. John Railway Co.

\$37,027. Thirty-seven thousand and twenty-seven dollars.

Charge to subsidies to railways, Quebec and Lake St. John
Railway, 46 Vic., chap. 25.

J. L. McDOUGALL, Auditor-General.

Let a cheque issue.

FRED. TOLLER,
Acting Deputy-Minister of Finance.

Duplicate.

FOR CHARTERED BANKS.

I, The Quebec and Lake St. John Railway Company, Quebec, do hereby appoint the manager of the Bank of Montreal, Ottawa, their lawful attorney to receive from the Receiver-General of the Dominion

R. W. B.
716 W. Entrd.

Bk. of M.

Bk. of Montreal.

of Canada, or other person authorized to pay the same, all such sum or sums of money as are now due, or may hereafter become due, and payable to them by the Government of the Dominion of Canada, and to give a receipt or receipts for the same.

For the subsidy payable to this company upon 10 miles of the road from station 2186 to station 2714 near the Rivière à Rioux at the rate of three thousand two hundred dollars per mile.

L. R., J. G. S.

Witness our hands at Quebec, this 15th }
day of August, one thousand eight }
hundred and eighty-four. }
Signed in presence of

T. LEDROIT, *President.*
J. G. SCOTT, *Secretary.*

A. VALLERAND.

Exhibit "D" 3, for the Crown; filed 20th September, 1892.

G. H. HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY
TO QUEBEC BANK.

No. 2484.

C. 2220.

FINANCE DEPARTMENT, CANADA,

\$38,373.

OTTAWA, 22nd September, 1885.

Merchants Bank, Ottawa.

Pay to the order of the Quebec Bank for the Quebec and Lake St. John Railway Co. thirty-eight thousand three hundred and seventy-three dollars.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

Endorsed on back:—

R. W. BAXTER,
For *Deputy-Minister of Finance.*

Pay to the order of the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,

Pro Manager,
Quebec Bank, Ottawa.

Pay Merchants Bank of Canada or
order.

H. A. SLOANE,
Pro Manager.

No. 896. Cheque 2484:
Auditor-General's Office.

MERCHANTS BANK,
OTTAWA, 22nd September, 1885.

For amount of subsidy received cheque for \$38,373 earned, per letter from Chief Engineer, 12th inst.

O. C. 15th inst.
R. W. B.

C. W. V. NOEL,
Teller.

Edgar versus Caron.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co. for \$38,373 (thirty-eight thousand three hundred and seventy-three dollars).

Charge to Subsidies and Railways.
Quebec and Lake St. John Railway.

Let a cheque issue.

FRED. TOLLER,
Acting Deputy-Minister of Finance.

J. PATTERSON,
Asst. Auditor-General.

Ent. 716.
O.P.

Quebec, Sept.
12/9/85.
No. 896.

FOR CHARTERED BANKS.

The Quebec and Lake St. John Railway Company, hereby appoint the manager of the Quebec Bank at Ottawa their lawful attorney, to receive from the Receiver-General of the Dominion of Canada, or other person authorized to pay the same, all such sum or sums of money as are now due, or may hereafter become due, and payable to them by the Government of the Dominion of Canada, and give a receipt or receipts for the same.

Witness my hand, at Quebec, this 12th }
day of September, one thousand }
eight hundred and eighty-five. }

T. LEDROIT, *President.*
J. G. SCOTT, *Secretary.*

Signed in presence of
ALEX. HARDY.

N.B.—No addition to the printed terms of this authority will be permitted.

Exhibit "D" 4, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.
C. 16.

No. 16621.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 19th November, 1885.

\$27,840.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank, twenty-seven thousand eight hundred and forty dollars, for Quebec and Lake St. John Railway Co.

Countersigned,
J. PATTERSON,
Asst. Auditor-General.

R. W. BAXTER,
For *Deputy-Minister of Finance.*

Endorsed on back :—

Pay to the order of the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,
Pro Manager,
Quebec Bank, Ottawa.

Credit Montreal Branch.

Cert. No. 1707.

Auditor-General's Office.

H. A. SLOANE,
Pro Manager.

No. 896.

QUEBEC BANK, 22-9-85.

Amount, \$27,840.

Certified that a cheque may issue in favour of the Quebec and Lake St. John Railway Co.

Subsidy due on 4th 10 mile sect. O. C., 16th inst.

the sum of twenty-seven thousand eight hundred and forty $\frac{0}{100}$ dollars.

Chargeable to subsidies to Railways.

Quebec and Lake St. John Railway.

J. P.

R. W. B.

B. of M.

Finance
Ledger Folio
71 b. C. P.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	16621	Montreal.	\$27,840 00	C. W. V. Noel, <i>Teller.</i>
Let a cheque issue.				
M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 5, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.
C. 1801.

No. 17338.

FINANCE DEPARTMENT, CANADA,

\$24,532.

OTTAWA, 20th January, 1886.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank, twenty-four thousand five hundred and thirty-two dollars, for Quebec and Lake St. John Railway Company.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

R. W. BAXTER,
Deputy-Minister of Finance.

Endorsed on back :—

Pay to the order of the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,
Pro Manager,
Quebec Bank, Ottawa.

G. W. SLOANE,
Pro Manager.

Credit Montreal Branch.

Edgar versus Caron.

No. 896. Cert. No. 2524. Amount \$24,532.

AUDITOR-GENERAL'S OFFICE,
QUEBEC, September 22nd, 1885.

Certified that a cheque may issue in favour of the Quebec and Lake St. John Railway Co., on account of subsidy, 46 Vic., chap. 25, 48 and 49 Vic., chap. 59. O.C. 18th inst. (Between 40th and 50th mile.) The sum of twenty-four thousand five hundred and thirty-two dollars.

R. W. B.

J. P.

Chargeable to Quebec and Lake St. John Railway subsidy.

J. L. McDougall,

Auditor-General.

Let a cheque issue.

W. FITZGERALD,

Asst. Deputy-Minister of Finance.

Finance
Ledger Folio.

716.

J. P.

	Cheque.	Bank.	Amount.	Receipt.
	17338	Montreal.	\$24,532.	S. PIDDINGTON.

Exhibit "D" 6, for the Crown ; filed 20th September, 1892.

G. H. HAMEL,
Clerk, R. C.

No. 17589.

C. 259.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 22nd February, 1886.

\$96,000.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank for the Quebec and Lake St. John Railway Company, ninety-six thousand dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,

Asst. Auditor-General.

Endorsed on back :—

Pay to the order of the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,

Pro Manager.

Quebec Bank, Ottawa.

G. W. SLOANE,

Pro Manager.

Credit Montreal Branch.

56 Victoria.

Sessional Papers (No. 27.)

A. 1893

No. 896.

Cert. No. 2903.

Amount \$96,000.

AUDITOR GENERAL'S OFFICE,

QUEBEC BANK, 22-9-85.

Certified that a cheque may issue in favour of the Quebec and Lake St. John Railway Co.

On account of subsidy, O. C., 17th February, the sum of ninety-six thousand $\frac{0}{100}$ dollars.

J. P.

Chargeable to subsidies to railways, Quebec and Lake St. John Railway.

R. W. B.

Finance,
Ledger Folio
716.
O. C.

	Cheque	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	17589.	Montreal.	\$96,000 00	C. W. V. NOEL.
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 7, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 1779.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 22nd July, 1886.

\$6,000.

Quebec Bank, Ottawa.

Pay to the order of yourselves, for Quebec and Lake St. John Railway Company, six thousand dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

Edgar versus Caron.

Cert. No. 199.

Amount, \$6,000.

QUEBEC BANK, 17-7-86.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co.

On acct. of subsidy, O. C. 13th July, the sum of six thousand dollars.

R. W. B.

J. P.

Chargeable to Subsidies to Railways.

Quebec and Lake St. John Railway.

J. PATTERSON,

Asst. Auditor-General.

Finance
Ledger Folio
428.

Let a cheque issue.

W. FITZGERALD,

Asst. Deputy-Minister of Finance.

C. P.

Cheque.	Bank.	Amount.	Receipt.
1779	Quebec.	\$6,000	D. HOSSACK.

Quebec and Lake St. John Railway Co. }
 to } Power of Attorney.
 Quebec Bank.

July 17th, 1886.

FOR CHARTERED BANKS.

The Quebec and Lake St. John Railway Company, of Quebec, hereby appoints the manager of the Quebec Bank, at Ottawa, its lawful attorney, to receive from the Receiver-General of the Dominion of Canada, or other person authorized to pay the same, all such sum or sums of money as are now due or may hereafter become due and payable to it by the Government of the Dominion of Canada and to give a receipt or receipts for the same.

Witness our hands at Quebec, this }
 17th day of July, one thousand } T. LEDROIT, *President.*
 eight hundred and eighty-six. } J. G. SCOTT, *Secretary.*

Signed in presence of } ALEX. HARDY.
 } A. VALLERAND.

N.B.—No addition to the printed terms of this authority will be permitted.

Exhibit "D" 8, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 0303.

C. 884.

FINANCE DEPARTMENT, CANADA,

\$83,688.

OTTAWA, 9th October, 1886.

To the Bank of Montreal, Ottawa.

Pay to the order of the Quebec Bank, for the Quebec and Lake St. John Railway, eighty-three thousand six hundred and eighty-eight dollars.

Countersigned,
J. PATTERSON,
Asst. Auditor-General.

R. W. BAXTER,
For Deputy-Minister of Finance.

Endorsed on back:—

Pay to the order of the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,
Pro Manager,
Quebec Bank, Ottawa.
WALKER,
Pro Manager.

Credit Montreal Branch.

No. 199.

Cert. No. 1148.

Amount \$83,688.

QUEBEC BANK, 22-7-86.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Quebec and Lake St. John Railway Co.

On account of subsidy, O. C. 29th Sept.

the sum of eighty-three thousand six hundred and eighty-eight $\frac{00}{100}$ dollars.

J. P.

R. W. B.

Chargeable to Subsidies to Railways.
Quebec and Lake St. John Railway.

Finance.
Ledger Folio.
428.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, Auditor-General.	303.	Montreal.	\$83,688.	C. W. V. NOEL.
Let a cheque issue.				
W. FITZGERALD, Asst. Dep.-Min. of Finance.				

Edgar versus Caron.

Exhibit " D " 9, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 1836.

FINANCE DEPARTMENT, CANADA,
OTTAWA, 13th December, 1886.

\$3,310.

Quebec Bank, Ottawa.

Pay to the order of yourselves, for Quebec and Lake St. John Railway Co., three thousand three hundred and ten $\frac{00}{100}$ dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

No. 199.

Cert. No. 1941.

Amount \$3,310.

QUEBEC BANK, 17-7-86, 22-7-86.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co.

On account of subsidy, O. C. 7th inst.

the sum of thirty-three thousand and ten $\frac{00}{100}$ dollars.

R. W. B.

Chargeable to Subsidies to Railways.
Quebec and Lake St. John Railway.

Finance
Ledger Folio,
428.

	Cheque	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	3310.	Quebec.	\$3,310.	D. HOSSACK.
Let a cheque issue.	1836.			
W. FITZGERALD, <i>Asst. Dep.-Min. of Finance.</i>	C.S.S.			

Exhibit "D" 10, for the Crown ; filed 20th September, 1892.

G. H. HAMEL,
Clerk, R. C.

No. 1457.

C. 11207.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 23rd December, 1886.

\$48,747.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank, for Quebec and Lake St. John Railway Co., forty-eight thousand seven hundred and forty-seven $\frac{00}{100}$ dollars.

R. W. BAXTER,
For *Deputy-Minister of Finance.*

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

Endorsed on back :—

Pay to the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,
Pro Manager,
Quebec Bank.

The Quebec Bank,
Credit Montreal Branch.
Per Manager.
Amount, \$48,747.

Cert. No. 2085.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co.

On account of Subsidy, O. C. 17th inst.

the sum of forty-eight thousand seven hundred and forty-seven $\frac{00}{100}$ dollars.

Chargeable to Subsidies to Railways.

J. P.

Quebec and Lake St. John Railway.

Immediate.

R. W. B.

Finance.
Ledger Folio,
428.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	1457	Montreal.	\$48,747	S. PIDDINGTON.
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Edgar versus Caron.

Exhibit "D" 11, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 2085.

C. 94.

FINANCE DEPARTMENT, CANADA,

\$60,474.

OTTAWA, 15th February, 1887.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank, for Quebec and Lake St. John Railway, sixty thousand four hundred and seventy-four $\frac{00}{100}$ dollars.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

R. W. BAXTER,
Deputy-Minister of Finance.

Endorsed on back:—

Pay to the order of the Quebec Bank.
Montreal Branch.

S. PIDDINGTON,
Pro Manager,
Quebec Bank, Ottawa.

G. H. WOOD.

For collection and credit of Bank
of Montreal, Montreal.

E. S. CLOUSTON,
Manager.

No. 199.

Cert. No. 2772.

Amount, \$60,474.

QUEBEC BANK, 17-7-86, 22-7-86.

Auditor General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John
Railway Co.

On account of subsidy, O. C. 8th February.

for the sum of sixty thousand four hundred and seventy-four $\frac{00}{100}$ dollars.

R. W. B.

J. P.

Chargeable to Subsidies to Railways,
Quebec and Lake St. John Railway.

Immediate.

Finance.
Ledger Folio,
428.

	Cheque	Bank.	Amount.	Receipt.
J. L. McDougall, Auditor-General.	2085.	Bk. of M.	\$60,474.	C. W. V. NOEL.
Let a cheque issue.				
J. M. COURTNEY, Deputy-Minister of Finance.				

Exhibit "D" 12, for the Crown; filed 20th September, 1892.

G. HAMEL,
Clerk, R.C.

No. 4757.

C. 792.

FINANCE DEPARTMENT, CANADA,
OTTAWA, 31st August, 1887.

\$103,479.

To the Bank of Montreal, Ottawa.

Pay to the order of the Quebec Bank for the Quebec and Lake St. John Railway Co., one hundred and three thousand four hundred and seventy-nine dollars.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Endorsed on back :—

Pay to the order of the Quebec Bank,
Montreal Branch,

S. PIDDINGTON,
Pro Manager.
The Quebec Bank,
per S.W.

No. 199.

Cert. No. 505.

Amount \$103,479.

QUEBEC BANK, 17-7-86, 22-7-86.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co., on account of subsidy, O.C. 25th August, for the sum of one hundred and three thousand four hundred and seventy-nine dollars.

Chargeable to Subsidies to Railways.

Quebec and Lake St. John Railway.

J.P.

Finance
Ledger Folio,
428.

R.W.B.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	4757.	Montreal.	\$103,479.	MICHAEL—
Let a cheque issue.				for Quebec Bank.
W. FITZGERALD, <i>Asst. Dep.-Min. of Finance.</i>				

Edgar versus Caron.

Exhibit "D" 13, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 5337.

C. 957.

FINANCE DEPARTMENT, CANADA,

\$85,814.

OTTAWA, 22nd October, 1887.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank for Quebec and Lake St. John Railway Co.

eighty-five thousand eight hundred and fourteen dollars.

W. FITZGERALD,
Asst. Deputy Minister of Finance.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

Endorsed on back :—

Pay to the order of Quebec Bank,
Montreal Branch.

S. PIDDINGTON,
Pro Manager.
Quebec Bank, Ottawa.
The Quebec Bank,
Per S. W.

No. 199.

Cert. No. 1044.

Amount \$85,814.

QUEBEC BANK, 17-7-86, 22-7-86.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Company, on account of Subsidy, O. C., 11th October, inst.

for the sum of eighty-five thousand eight hundred and fourteen dollars.

R. W. B.

J. P.

Chargeable to Subsidies to Railways,
Quebec and Lake St. John Railway.

Finance.
Ledger Folio.
428.

	Cheque	Bank	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	5337.	Montreal.	\$85,814.	J. H. PINHEY.
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 14, for the Crown ; filed 20th September, 1892.

G. H. HAMEL,
Clerk, R.C.

No. 6858.

C. 325.

FINANCE DEPARTMENT, CANADA,
OTTAWA, 9th April, 1888.

\$42,720.

To the Bank of Montreal, Ottawa.

Pay to the order of the Quebec Bank, for the Quebec and Lake St. John Railway Co., forty-two thousand seven hundred and twenty dollars.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

Endorsed on back :

Pay to the order of the Quebec Bank,
Montreal Branch,

S. PIDDINGTON,
Pro Manager,
Quebec Bank, Ottawa.
The Quebec Bank,
per S. W.

No. 197.

Cert. No. 2754.

Amount \$42,720.

QUEBEC BANK, 17-7-86, 22-7-86.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co., on account of subsidy, O.C. 30th March, for the sum of forty-two thousand seven hundred and twenty dollars.

Chargeable to Subsidies to Railways,
Quebec and Lake St. John Railway.

J.P.
Immediate.

R.W.B.

Finance,
Ledger Folio,
428.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, Auditor-General.	6858.	Montreal.	\$42,720.	C.W.V. NOEL
Let a cheque issue.				
J. M. Courtney, Deputy-Minister of Finance.				

Edgar versus Caron.

Exhibit "D" 15, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 9444.

C. 1519.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 27th February, 1889.

\$19,911.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank, for Quebec and Lake St. John Railway Co.,

nineteen thousand nine hundred and eleven dollars.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Countersigned,
J. PATTERSON,
Asst. Auditor-General.

Endorsed on back :—

Pay to the order of the Quebec Bank,
Montreal Branch.

S. PIDDINGTON,
P. Manager.
Bank Ottawa.
The Quebec Bank.
Per B. S.

Cert. No. 2424.

Amount \$19,911.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co., on account of subsidy, O. C., 16th inst.

for the sum of nineteen thousand nine hundred and eleven dollars.

N. J.

J. P.

Chargeable to Subsidies to Railways,
Quebec and Lake St. John Railway.

Finance,
Ledger Folio,
471.

	Cheque	Bank	Amount	Receipt.
J. L. McDougall, Auditor-General.	9443.	Montreal.	\$19,911.	C. W. V. Noel.
Let a cheque issue.				
J. M. Courtney, Deputy-Minister of Finance.				

Exhibit "D" 16, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 11755.

FINANCE DEPARTMENT, CANADA,
OTTAWA, 25th October, 1889.

\$38,440.

To the Bank of Montreal, Ottawa.

Pay to the order of Quebec Bank, for the Quebec and Lake St. John Railway Co., thirty-eight thousand four hundred and forty $\frac{00}{100}$ dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,
J. L. McDougall,
Auditor-General.

Endorsed on back :—

C. W. V. NOEL,
Teller.

QUEBEC BANK, October 25th, 1889.
OTTAWA, ONT.

Cert. No. 958.

Amount, \$38,440.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Quebec and Lake St. John Railway Co., on account subsidy, O. C. 12th October.

Main line.....	\$23,480
Chicoutimi branch.....	14,960
	\$38,440

for the sum of

thirty-eight thousand four hundred and forty $\frac{00}{100}$ dollars.

R. W. B. Chargeable to Railway Subsidies,
Quebec and Lake St. John Railway.

Finance.
Ledger Folio,
441.

J. L. McD.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, Auditor-General.	11755	Quebec.	\$38,440	S. PIDDINGTON.
Let a cheque issue.				
J. M. COURTNEY, Deputy-Minister of Finance.				

Edgar versus Caron.

Exhibit "D" 17, for the Crown ; filed 20th September, 1892.

G. HAMEL,
Clerk, R.C.

No. 16581.

C. 4955.

FINANCE DEPARTMENT, CANADA,
OTTAWA, 16th January, 1891.

\$20,800.

To the Bank of Montreal, Ottawa.

Pay to the order of Frank Ross, for Quebec and Lake St. John Railway Co., twenty thousand eight hundred dollars.

Countersigned,

E. D. SUTHERLAND,
For Auditor-General.

R. W. BAXTER,
For Deputy-Minister of Finance.

Endorsed on back :—

Pay to the order of Ross & Co., in Leg.
FRANK ROSS,
for Quebec and Lake St. John Railway Co.
Ross & Co., in Leg.
per FRANK ROSS.

Pay to the order of Quebec Bank, Montreal,
for collection on account of the Quebec
Bank, Quebec.

JAMES STEVENSON,
General Manager,
For the Quebec Bank,
THOMAS McDOUGALL, Mgr.
per W.S.

Cert. No. 1593.

Amount \$20,800.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co. on account of subsidy, O.C. 9th January, for the sum of twenty thousand eight hundred dollars.

Chargeable to Railway Subsidies,
Quebec and Lake St. John Railway, 50-51 Vic., chap. 34.

Finance,
Ledger Folio,
533.

	Cheque.	Bank	Amount.	Receipt.
J. L. McDOUGALL, <i>Auditor-General.</i>	16581.	Montreal.	\$20,800.	
Let a cheque issue.				
J. M. COURTNEY, <i>Deputy-Minister of Finance.</i>				

The Quebec and Lake St. John Railway Company, Quebec, do hereby appoint Frank Ross, Esquire, of Quebec, their lawful attorney, to receive from the Receiver-General of the Dominion of Canada, or other person authorized to pay the same, all such sum or sums of money as are now due or may hereafter become due and payable to the company by the Government of the Dominion of Canada, and to give a receipt or receipts for the same, for the subsidies granted to the new line into the city, from Lorette *viâ* Charlesbourg, and to the bridge over the River St. Charles, amounting in all to sixty-eight thousand four hundred dollars. (\$68,400.)

Witness our hand at Quebec, this 10th day of June, one thousand eight hundred and ninety.

E. BAUDET, *Vice-President.*

J. G. SCOTT, *Secretary.*

Signed in presence of

A. VALLERAND.

J. PIDDINGTON.

N.B.—No addition to the printed terms of this authority will be permitted.

Exhibit "D" 18, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

No. 16797.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 13th February, 1891.

\$1,400.

To the Bank of Montreal, Ottawa.

Pay to the order of Frank Ross, for Quebec and Lake St. John Railway Co., one thousand four hundred $\frac{00}{100}$ dollars.

R. W. BAXTER,

For Deputy-Minister of Finance.

Countersigned,

E. D. SUTHERLAND,

For Auditor-General.

Endorsed on back :—

FRANK ROSS,

for Quebec and Lake St. John Railway,

per ROSS in Liq.

JAMES GEGGIE.

For credit Quebec Bank.

J. STEVENSON,

Cashier.

Edgar versus Caron.

Cert. No. 1812.

Amount, \$1,400.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co., subsidy O. C., 2nd February, for the sum of fourteen hundred $\frac{00}{100}$ dollars.

R. B.	S.	Chargeable to Railway Subsidies.	Finance
R. W.	D.	Quebec and Lake St. John Railway.	Ledger Folio
E.	I.	51 Vic., cap. 3, and 52 Vic. cap. 3.	533.
C. A. G.			

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	16797	Montreal.	\$1,400	
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 19, for the Crown; filed 20th September, 1892.

G. HAMEL,
Clerk, R.C.

No. 16956.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 20th February, 1891.

\$15,150.

To the Bank of Montreal, Ottawa.

Pay to order of Frank Ross, for Quebec and Lake St. John Railway Co. fifteen thousand one hundred and fifty dollars.

R. W. BAXTER,
Deputy-Minister of Finance.

Countersigned,

E. D. SUTHERLAND,
For Auditor-General.

Endorsed on back :—

FRANK ROSS,
For Quebec and Lake St. John Railway.
JOHN ROSS & Co.,
in Liq.
For credit Quebec Bank.
J. STEVENSON,
Cashier.

Auditor-General's Office.

Cert. No. 1892.

Amount, \$15,150.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Company, subsidy on bridge across St. Charles River at Quebec, O.C. 17th February, for the sum of fifteen thousand one hundred and fifty dollars.

Chargeable to Railway Subsidies.

R. W. B.

Quebec and Lake St. John Railway, 53 Vic., chap. 7.

Finance,
Ledger Folio,
533.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	16956.	Montreal.	\$15,150.	
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 20, for the Crown ; filed 20th September, 1892.

G. HAMEL,
Clerk, R. C.

No. 17001.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 27th February, 1891.

\$26,300.

To the Bank of Montreal, Ottawa.

Pay to the order of Frank Ross, for Quebec and Lake St. John Railway Co., twenty-six thousand three hundred dollars.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Countersigned,

E. D. SUTHERLAND,
For Auditor-General.

Endorsed on back :—

FRANK ROSS,
For Quebec and Lake St. John Railway.

JOHN ROSS, in Liq.
For Credit Quebec Bank.

J. STEVENSON,
Cashier.

Edgar versus Caron.

Cert. No. 1946.

Amount, \$26,300.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Company, subsidy, O. C., 2nd February (Lorette and Quebec), for the sum of twenty-six thousand three hundred dollars.

Chargeable to Railway Subsidies.

Quebec and Lake St. John Railway.

W. F.
E. D. S.

C. A. G.

Financè,
Ledger Folio,
533.

	Cheque	Bank	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	17001.	Montreal.	\$26,300.	
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 21, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 17718.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 30th April, 1891.

\$6,700.

To the Bank of Montreal, Ottawa.

Pay to the order of Frank Ross for Quebec and Lake St. John Railway Co., six thousand seven hundred dollars.

M. G. DICKIESON,
For *Deputy-Minister of Finance.*

Countersigned,

E. D. SUTHERLAND,
For *Auditor-General.*

Endorsed on back :—

Per FRANK ROSS,
JAMES GEGGIE.
For the Quebec Bank.
THOS. W. JONES.

Endorsation guaranteed.

Acct.

Cert. No. 2463.

Amount \$6,700.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co., on account of subsidy, O. C., 18th April, 1891, for the sum of sixty-seven hundred dollars.

Chargeable to Railway Subsidies.

M. G. D.

Quebec and Lake St. John Railway.

E. D. S.

51 Vic., cap 3.

C. A. G.

Finance,
Ledger Folio,
533.

	Cheque	Bank	Amount	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	17718.	Montreal.	\$6,700.	
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "D" 22, for the Crown; filed 20th September, 1892.

G. HAMEL,
Clerk, R.C.

No. 19555.

FINANCE DEPARTMENT, CANADA,

OTTAWA, 17th October, 1891.

\$9,600.

To the Bank of Montreal, Ottawa.

Pay to the order of Frank Ross, for Quebec and Lake St. John Railway Co., nine thousand six hundred dollars.

Countersigned,

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

E. D. SUTHERLAND,
For Auditor-General.

Endorsed on back :—

FRANK ROSS,
For Quebec and Lake St. John Railway Co.
JOHN ROSS & Co.
in Liq.
For deposit to credit of Quebec Bank, Quebec.
J. STEVENSON,
Gen. Manager.

Edgar versus Caron.

Certificate No. 723.

Amount \$9,600.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Quebec and Lake St. John Railway Company, on subsidy, bridge over St. Charles River, O.C. 11th October, for the sum of ninety-six hundred dollars.

Chargeable to Railway Subsidies.

Quebec and Lake St. John Railway, 33 Vic., chap. 7.

	W.F. E.D.S.	C.A.G.	Finance Ledger Folio, 536.
	Cheque.	Bank.	Amount.
E. D. SUTHERLAND, For <i>Auditor-General</i> .	19555.	Montreal.	\$9,600.
Let a cheque issue.			
J. M. COURTNEY, <i>Deputy-Minister of Finance.</i>			
			Receipt.

Exhibit "D" 23, for the Crown ; filed 20th September, 1892.

G. HAMEL,
Clerk, R. C.

No. 19855.

FINANCE DEPARTMENT, CANADA,

\$4,522.73.

OTTAWA, 13th November, 1891.

To the Bank of Montreal, Ottawa.

Pay to the order of Frank Ross, for the Quebec and Lake St. John Railway Co., four thousand five hundred and twenty-two $\frac{73}{100}$ dollars.

W. G. DICKIESON,
For *Deputy-Minister of Finance.*

Countersigned,

E. D. SUTHERLAND,
For *Auditor-General.*

Endorsed on back :—

FRANK ROSS,
For Quebec and Lake St. John Railway.
For deposit to credit of Quebec Bank,
Quebec.

J. STEVENSON,
Gen. Manager.

Certificate No. 994.

Amount, \$4,522.73.

Auditor-General's Office.

Certified that a cheque may issue in favour of Quebec and Lake St. John Railway Co., on acct. of subsidy, St. Charles River Bridge, O. C., 15th October, for the sum of forty-five hundred and twenty-two $\frac{73}{100}$ dollars.

Chargeable to Railway Subsidies,

Quebec and Lake St. John Railway, 53 Vic., cap. 2.

C. A. G.

Finance
Ledger Folio,
536.

	Cheque	Bank	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	19855.	Montreal.	\$4,522 73	
Let a cheque issue.				
M. G. D.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				
E. D. S.				

Exhibit "D" 24, for the Crown; filed 20th September, 1892.

G. HAMEL,

Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENTS of Warrants and Cheques taken to Quebec by M. G. Dickieson, under subpoena from the Royal Commission, on the charges against Sir A. P. Caron.

No. of Warrant.	Warrant signed by, for.		No. of Cheque.	Bank.	Check signed by, for.		Amount of Cheque.
	Finance.	Audit.			Finance.	Audit.	
2083	J. M. Courtney..	J. L. McDougall	9928	Montreal..	R. W. Baxter...	J. L. McDougall	24,355 55
2083½	do	do			Transfer warrant		7,644 45
4446	F. Toller.....	do	14813	Montreal..	R. W. Baxter...	J. Patterson....	37,027 00
896	do	J. Patterson...	2484	Merchants	do	do	38,373 00
199	W. Fitzgerald...	do	1779	Quebec...	do	do	6,000 00
1707	J. M. Courtney..	J. L. McDougall	16621	Montreal..	do	do	27,840 00
2524	W. Fitzgerald...	do	17338	do	do	do	24,532 00
2903	J. M. Courtney..	do	17589	do	do	do	96,000 00
1148	W. Fitzgerald...	do	0303	do	do	do	33,688 00
1941	do	do	1836	Quebec...	do	do	3,310 00
2085	J. M. Courtney..	do	1457	Montreal..	do	do	48,747 00
2772	do	do	2085	do	do	do	60,474 00
505	W. Fitzgerald...	do	4757	do	W. Fitzgerald...	do	103,479 00
1044	J. M. Courtney..	do	5337	do	do	do	85,814 00
2764	do	do	6858	do	do	do	42,720 00
958	do	do	11755	do	R. W. Baxter...	J. L. McDougall	38,440 00
2124	do	do	9444	do	W. Fitzgerald...	J. Patterson....	19,911 00
2463	do	do	17718	do	M. G. Dickieson.	E. D. Sutherland	6,700 00
1946	do	do	17001	do	W. Fitzgerald...	do	26,300 00
1892	do	do	16956	do	R. W. Baxter...	do	15,150 00
1812	do	do	16797	do	do	do	1,400 00
1593	do	do	16581	do	do	do	20,800 00
723	do	E. D. Sutherland	19555	do	W. Fitzgerald...	do	9,600 00
994	do	J. L. McDougall	19855	do	M. G. Dickieson.	do	4,522 73
1577	W. Fitzgerald...	do	20510	do	do	do	832,827 73

Edgar versus Caron.

Exhibit "DT" 1, for the Crown ; filed 20th September, 1892.

Temiscouata Railway Co., in favour Chas. H. Pison, Manager of the Molson's Bank, Toronto.

GUSTAVE HAMEL,
Clerk, R.C.

No. 4905.

FINANCE DEPARTMENT, CANADA,

\$45,946.

OTTAWA, 14th September, 1887.

To the Bank of Montreal, Ottawa.

Pay to the order of Charles A. Pison, Manager Molson's Bank, Toronto, for Temiscouata Railway Co., forty-five thousand nine hundred and forty-six dollars.

R. W. BAXTER,
For *Deputy-Minister of Finance.*

Countersigned,

J. L. McDougall,
Auditor-General.

Marked on face : C. 5354. Credit Montreal Branch. Paid, Sept. 20th, 1887. Ottawa.

Marked on the back : Chas. A. Pison, Manager. For collection and credit of the Molson's Bank, Toronto, C. A. Pison, Manager. For the Molson's Bank, Jas. Elliot, Manager. Per H.W.

No. 1087.

FINANCE DEPARTMENT, CANADA,

\$10,000.

OTTAWA, 14th September, 1887.

Molson's Bank, Montreal.

Pay to the order of Charles A. Pison, Manager Molson's Bank, Toronto, for Temiscouata Railway Co., ten thousand dollars.

R. W. BAXTER,
For *Deputy-Minister of Finance.*

Countersigned,

J. L. McDougall,
Auditor-General.

Marked on the face : C. 5353. The Molson's Bank, Montreal. Paid.

Marked on the back : Charles A. Pison, Manager. For collection and credit of the Molson's Bank, Toronto. C. A. Pison, Manager.

No. 669.

Cert. No. 669.

Amount, \$55,946.

CHAS. A. PIPON, Manager,

MOLSON'S BANK, TORONTO, 4-8-87, 14-9-87.

Auditor-General's Office.

Certified that a cheque may issue in favour of Temiscouata Railway Co., on account of subsidy, O.C. 9th September inst., for the sum of fifty-five thousand nine hundred and forty-six dollars.

Chargeable to Subsidies to Railways,
Temiscouata Railway.

Finance,
Ledger Folio,
436.

Finance Dept., 14th Sept., 1887.

Auditor-General's Office, 14th Sept., 1887. J.L.McD.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	1087	Molsons,	\$10,000	
Let a cheque issue.	4905	Montreal.	45,946	
W. FITZGERALD, <i>Asst. Dep.-Min. of Finance.</i>			\$55,946	

(Duplicate.)

FOR CHARTERED BANKS.

We, the Temiscouata Railway Company, Rivière du Loup, hereby appoint Charles A. Pilon, Manager of the branch of the Molsons Bank in the city of Toronto, our lawful attorney, to receive from the Receiver-General of the Dominion of Canada, or other person authorized to pay the same, all such sum or sums of money as are now due or may hereafter become due and payable to us by the Government of the Dominion of Canada, and to give a receipt or receipts for the same.

Our corporate seal and the signature of the president.

Witness my hand at Rivière du Loup, this }
fourth day of August, one thousand } A. R. McDONALD,
eight hundred and eighty-seven. } *President, Temiscouata Ry. Co.*

Signed in presence of E. H. CREAU, *Secretary, Temiscouata Ry. Co.*

N.B.—No addition to the printed terms of this authority will be permitted.

Exhibit "DT" 2, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 5110.

FINANCE DEPARTMENT OF CANADA,

\$54,248.

OTTAWA, 5th October, 1887.

To the Bank of Montreal, Ottawa.

Pay to the order of Molsons Bank, Toronto, for Temiscouata Railway Co., fifty-four thousand two hundred and forty-eight dollars.

R. W. BAXTER,

Countersigned,

Per *Deputy-Minister of Finance.*

J. L. McDougall,
Auditor-General.

Marked on face: C. 6349. For collection and credit of Bank of Montreal, Toronto. Paid 10th October, 1887. C. Brough, manager, Bank of Montreal.

Marked on the back: Chas. A. Pilon, manager. For collection and credit of the Molsons Bank, Toronto, C. A. Pilon, manager. The Molsons Bank, Toronto, 6th October, 1887.

Edgar versus Caron.

No. 669. Cert. No. 863. Amount, \$54,248.
MOLSONS BANK, TORONTO, 4-8-87, 14-9-87.

Auditor-General's Office.

Certified that a cheque may issue in favour of Temiscouata Railway Co., on account of subsidy, O. C. 1st October inst., for the sum of fifty-four thousand two hundred and forty-eight dollars.

Chargeable to Subsidies to Railways,
 Temiscouata Railway.

Finance,
 Ledger Folio,
 436.

R.W.B.

J. L. McD.

	Cheque	Bank	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	5110.	Montreal.	\$54,248 00	
Let a cheque issue.				
W. FITZGERALD, <i>Asst. Dep.-Min. of Finance.</i>				

Exhibit "DT" 3, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 5676. FINANCE DEPARTMENT, CANADA,
 \$44,806. OTTAWA, 29th November, 1887.

To the Bank of Montreal, Ottawa.

Pay to the order of Charles A. Pidon, manager of Molsons Bank, Toronto, for the Temiscouata Railway Co., forty-four thousand eight hundred and six dollars.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
 Per *Auditor-General.*

Marked on face : Bank of Montreal, Ottawa. Paid December 2, 1887.

Marked on the back : Chas. A. Pidon, manager. The Molsons Bank, Toronto, 30th November, 1887. For collection and credit of Bank of Montreal, Toronto, C. Brough, manager.

No. 669. Cert. No. 1499. Amount, \$44,806.

CHARLES A. PIPON, Manager,
 MOLSONS BANK, TORONTO, 17-9-87.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account of subsidy, O. C. 28th November, inst., for the sum of forty-four thousand eight hundred and six dollars.

Chargeable to Subsidies to Railways.

Finance Department, Canada, 28th Nov., 1887.

J.P.

Auditor-General, Canada, 29th Nov., 1887.

Finance,
Ledger Folio,
436.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	5676.	Montreal.	\$44,806.	A. CRAWLEY, Dept. of Rys. and Canals.
Let a cheque issue.				
W. FITZGERALD, <i>Asst. Dep.-Min. of Finance.</i>				

Exhibit "DT" 4, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 5995.

FINANCE DEPARTMENT, CANADA,

\$11,184.

OTTAWA, 31st December, 1887.

To the Bank of Montreal, Ottawa.

Pay to the order of Charles A. Pison, manager Molsons Bank, Toronto, for the Temiscouata Railway Company, eleven thousand one hundred and eighty-four dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Asst. Auditor-General.

Marked on face: Bank of Montreal, Ottawa. Paid 5th January, 1888.

Marked on the back: Chas. A. Pison, manager the Molsons Bank, Toronto, Ont., 31st December. For collection and credit of Bank of Montreal, Toronto, C. Brough, manager.

No. 669.

Cert. No. 1806.

Amount, \$11,184.

CHAS. A. PIPON, Manager,

MOLSONS BANK, TORONTO, 14-9-87.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Company, on account of subsidy, O. C. 17th December inst., for the sum of eleven thousand one hundred and eighty-four dollars.

Chargeable to Subsidies to Railways,
Temiscouata Railway.

Edgar versus Caron.

Finance Department, Canada, 30th Dec., 1887.
 Auditor-General, Canada, 30th Dec., 1887.
 R. W. B.

Finance,
 Ledger Folio,
 436.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	5995.	Montreal.	\$11,184.	A. P. B. 30 Dec., 1887.
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "DT" 5, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 6422. FINANCE DEPARTMENT, CANADA,
 \$50,500. OTTAWA, 13th February, 1888.
 To the Bank of Montreal, Ottawa.

Pay to the order of Chas. A. Pison, Manager Molsons Bank, Toronto,
 for Temiscouata Railway Co., fifty thousand five hundred dollars.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Countersigned,
 J. PATTERSON,
For Auditor-General.

Marked on the face: Paid. Bank of Montreal, February 17th, 1888.
 Ottawa.

Marked on the back: A. B. Proderick, pro manager. Molsons Bank,
 February, 1888, Toronto. For collection and credit of Bank of Montreal,
 Toronto.

No. 669. Cert. No. 2276. Amount, \$70,500.
CHAS. A. PIPON, Manager,
MOLSONS BANK, TORONTO, 4-8-87, 14-9-87.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temis-
 couata Ry. Co., on account of subsidy, O.C. 8th inst... \$50,500
 J. D. Silcox & Co., on account drawback..... 20,000
 for the sum of seventy thousand five hundred dollars. \$70,500

Chargeable to Subsidies to Railways.

Temiscouata Railway.....	\$50,500
Murray Canal—Capital.....	20,000

J.P.

Marked on face : Finance Department, February 13th, 1888. Exd., C.C.G.

Finance,
Ledger Folio,
436-175.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	6422	Montreal.	\$50,500	J. W. de C. O'GRADY.
Let a cheque issue.	6423	do	20,000	
			\$70,500	

Auditor-General, February 13th, 1888, Canada.

Exhibit "DT" 6 ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 7291.

FINANCE DEPARTMENT, CANADA,

\$33,000.

OTTAWA, 6th June, 1888.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for Temiscouata Railway Co., thirty-three thousand dollars.

J. M. COURTNEY,
Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Pro Auditor-General.

Marked on the face : Bank of Montreal. Paid. June 6th, 1888. Ottawa.

Cert. No. 3287.

Amount, \$33,000.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account of subsidy, O.C. 6th inst., for the sum of thirty-three thousand dollars.

J.M.C.

J.P.

J. W. de C. O'GRADY.

Auditor-General, June 6th, 1888.

Finance
Ledger Folio,
436.

Edgar versus Caron.

	Cheque.	Bank.	Amount.	Receipt.
J. PATTERSON, <i>Asst. Auditor-General.</i>	7291	Montreal.	\$83,000	
Let a cheque issue.				
J. M. COURTNEY, <i>Dep.-Min. of Finance.</i>				

We, the Temiscouata Railway Company, hereby appoint the manager of the Bank of Montreal, in Ottawa, our lawful attorney, to receive from the Receiver-General of the Dominion of Canada, or other person authorized to pay the same, all such sum or sums of money as are now due, or may hereafter become due and payable to us by the Government of the Dominion of Canada, and to give a receipt or receipts for the same.

Witness, the hand of our president, at Rivière du Loup, this third day of March, one thousand eight hundred and eighty-eight, and the corporate seal of the company.

A. R. McDONALD,
President, Temiscouata Railway Co.

Signed in presence of
E. W. CREAU, *Secretary, Temiscouata Railway Co.*
N.B.—No addition to the printed terms of this authority will be permitted.

Exhibit "DT" 7, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 7822. FINANCE DEPARTMENT, CANADA,
\$21,000. OTTAWA, 27th July, 1888.
To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for Temiscouata Railway Co., twenty-one thousand dollars.

R. W. BAXTER,
Acting Deputy-Minister of Finance.

Countersigned,
J. PATTERSON,
Asst. Auditor-General.

Marked on the face: Bank of Montreal. Paid. July 27, 1888. Ottawa.

Cert. No. 176. Amount, \$21,000.
Auditor-General's Office.

Certified that a cheque may issue in favour of Temiscouata Railway Co., on account of subsidy, O.C. 25th inst., for the sum of twenty-one thousand dollars.

Chargeable to Subsidies to Railways, Temiscouata Railway. Finance Department, Canada, 27th July, 1888. Auditor-General's Office, 27th July, 1888. R. W. B.	J. P.	Finance Ledger Folio, 436.
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	Cheque.	Bank.	Amount.	Receipt.
J. PATERSON, For Auditor-General.	7822.	Montreal.	\$21,000	C. A. ELIOT, pro Mgr. 27-7-88.
Let a cheque issue.				
R. W. BAXTER, Actg. Dep.-Min. of Finance.				

Exhibit "DT" 8, for the Crown ; filed 20th December, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 8139.

FINANCE DEPARTMENT, CANADA,

\$61,464.

OTTAWA, 8th September, 1888.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for the Temiscouata Railway Co., sixty-one thousand four hundred and sixty-four dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. L. McDougall,
Auditor-General.

Marked on face : Bank of Montreal, Ottawa. Paid 8th September, 1888.

Cert. No. 549.

Amount, \$61,464.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., work done, O. C. 5th inst., for the sum of sixty-one thousand four hundred and sixty-four dollars.

Chargeable to Temiscouata Railway Subsidy,
Subsidies to Railways.

Finance Department, Canada 8th Sept., 1888.

Auditor-General, Canada, 8th Sept., 1888.

R. W. B.

Finance,
Ledger Folio,
436.

	Cheque	Bank	Amount	Receipt.
J. L. McDougall, Auditor-General.	8139.	Montreal.	\$61,464.	J. W. de C. O'Grady.
Let a cheque issue.				
J. M. COURTNEY, Deputy-Minister of Finance.				

Edgar versus Caron.

Exhibit "DT" 9, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 8346.

FINANCE DEPARTMENT, CANADA,

\$10,000.

OTTAWA, 6th October, 1888.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for Temiscouata Railway Co., ten thousand dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Actg. Auditor-General.

Marked on face : Bank of Montreal, Ottawa. Paid. October 6th, 1888.

Cert. No. 776.

Amount, \$10,000.

Auditor-General's Office.

Certified that a cheque may issue in favour of Temiscouata Railway Co., on account of subsidy, O. C. 25th September last, for the sum of ten thousand dollars.

Chargeable to Subsidies to Railways,
Temiscouata Railway.

Finance Department, Canada, 6th October, 1888.

Auditor-General, Canada, 5th October, 1888.

R. W. B.

J. W.

Finance,
Ledger Folio,
435.

	Cheque	Bank	Amount	Receipt.
J. L. McDougall, Auditor-General.	8346.	Montreal.	\$10,000.	J. W. de C. O'Grady.
Let a cheque issue.				
J. M. Courtney, Deputy-Minister of Finance.				

Exhibit "DT" 10, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 8741.

FINANCE DEPARTMENT, CANADA,

\$59,006.

OTTAWA, 27th November, 1888.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for the Temiscouata Railway Co., fifty-nine thousand and six dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. PATTERSON,
Actg. Auditor-General.

Marked on the face : Bank of Montreal. Paid. Ottawa, 27th Nov., 1888.

Cert. No. 1252.

Amount, \$59,006.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account of subsidy, O.C. 23rd inst., for the sum of fifty-nine thousand and six dollars.

Chargeable to Subsidies to Railways,
Temiscouata Railway.
Finance Department, Canada, 27th November, 1888.
Auditor-General, Canada, 27th November, 1888 J.P.
R. W. B.

Finance
Ledger Folio,
435.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	8741	Montreal.	\$59,006.	C. A. Eliot, pro Mgr. 27-11-88.
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "DT" 11, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 9250.

FINANCE DEPARTMENT, CANADA,

\$11,746.

OTTAWA, 1st February, 1889.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for the Temiscouata Railway Co., eleven thousand seven hundred and forty-six dollars.

Countersigned,
J. PATTERSON,
Actg. Auditor-General.

W. FITZGERALD,
Actg. Deputy-Minister of Finance.

Marked on face : Paid. Bank of Montreal, Ottawa.

Cert. No. 1874.

Amount, \$11,746.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account of subsidy, O.C. 22nd inst., for the sum of eleven thousand seven hundred and forty-six dollars.

Chargeable to Subsidies to Railways.
Finance Department, Canada, 1st February, 1889.
Auditor-General, Ottawa, 31st January, 1889.

Finance,
Ledger Folio,
436.

Edgar versus Caron.

	Cheque	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	9250.	Montreal.	\$11,746.	J. W. de C. O'GRADY.
Let a cheque issue.				
J. M. Courtney, <i>Deputy-Minister of Finance.</i>				

Exhibit "DT" 12, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 1061. FINANCE DEPARTMENT, CANADA, C. 3953.
OTTAWA, 23rd January, 1890.

Bank of Toronto, Toronto.

Pay to the order of Bank of Montreal, for the Temiscouata Railway Co., four thousand three hundred dollars.

R. W. BAXTER,
For Deputy-Minister of Finance.

Countersigned,

J. L. McDougall,
Auditor-General.

Marked on face : 1047. Paid. No. 20. Paid.

Marked on back : Bank of Montreal, Toronto. 24th January, 1890.
For collection and credit of Bank of Montreal, Toronto. C. Brough, manager.
For collection and credit of Bank of Montreal, Ottawa. F. Gundry, manager.

No. 12667. FINANCE DEPARTMENT, CANADA,
OTTAWA, 23rd January, 1890.
\$70,000.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for the Temiscouata Railway Co., seventy thousand dollars.

R. W. BAXTER,
Acting Deputy-Minister of Finance.

Countersigned,

J. L. McDougall,
Auditor-General.

Marked on face : Paid. Bank of Montreal, Ottawa. 23rd January, 1890.

Cert. No. 1743. Amount, \$74,300.
Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., balance of subsidy, O. C. 15th January, for the sum of seventy-four thousand three hundred dollars.

Chargeable to Railway Subsidies,
Temiscouata Railway, 48-9 Vic., cap. 58.

Finance Department, Canada, 23rd January, 1890.
Auditor-General's Office, Canada, 22nd January, 1890.

J. L. McD.

Finance,
Ledger Folio,
557.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	1061.	Toronto.	\$4,300.	J. M. de C. O'Grady.
Let a cheque issue.	12667.	B. of M.	70,000.	
J. M. Courtney, <i>Deputy-Minister of Finance.</i>			\$74,300.	

Exhibit "DT" 13, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 162.1.

FINANCE DEPARTMENT, CANADA,

\$48,520.

OTTAWA, 17th December, 1890.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for the Temiscouata Railway Co., forty-eight thousand five hundred and twenty dollars.

Countersigned, *R. W. BAXTER,*
Actg. Deputy-Minister of Finance.

E. D. SUTHERLAND,
For *Auditor-General.*

Marked on the face: Bank of Montreal. December 17th, 1890. Paid.
Ottawa.

Cert. No. 1336.

Amount, \$48,520.

Auditor-General's Office,

Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account of subsidy, St. Francis Branch, O.C. 5th inst., for the sum of forty-eight thousand five hundred and twenty dollars.

Chargeable to Subsidies to Railways,
Temiscouata Railway, 51 Vic., cap. 3.

Finance Department, December 17th, 1890.

R.W.B.

E.D.S.

Finance,
Ledger Folio,
532.

Edgar versus Caron.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	16221	Montreal.	\$48,520	J. W. de C. O'GRADY.
Let a cheque issue.				
W. FITZGERALD, <i>Asst. Dep.-Min. of Finance.</i>				

Auditor-General's Office, Canada, December 16th, 1890.

Exhibit "DT" 14, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 16614.	FINANCE DEPARTMENT, CANADA,
\$34,250.	OTTAWA, 20th January, 1891.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for the Temiscouata Railway Company, thirty-four thousand two hundred and fifty dollars.

Countersigned,	R. W. BAXTER,
E. D. SUTHERLAND,	For <i>Deputy-Minister of Finance.</i>
For <i>Auditor-General.</i>	

Marked on face : Paid. Bank of Montreal, Ottawa, 26th Jan., 1891. 2nd Teller.

Cert. No. 1621.	Amount, \$34,250.
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Auditor-General's Office.
Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account subsidy, O. C. 16th inst., St. Francis Branch, for the sum of thirty-four thousand two hundred and fifty dollars.

Chargeable to Railway Subsidies,
Temiscouata Railway, 51 Vic., cap. 3.

Finance Department, Canada, 20th January, 1891.	Finance,
Auditor-General's Office, Canada, 20th January, 1891.	Ledger Folio,
R. W. B. per E. D. S.	532.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, <i>Auditor-General.</i>	16614.	Montreal.	\$34,250.	J. W. de C. O'GRADY.
Let a cheque issue.				
J. M. COURTNEY, <i>Deputy-Minister of Finance.</i>				

Exhibit "DT" 15, for the Crown; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 19441.

FINANCE DEPARTMENT, CANADA,

\$13,395.

OTTAWA, 9th October, 1891.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for Temiscouata Railway Co., thirteen thousand three hundred and ninety-five dollars.

W. FITZGERALD,
Asst. Deputy-Minister of Finance.

Countersigned,

E. D. SUTHERLAND,
For Auditor-General.

Marked on the face : No. 20.

Cert. No. 614.

Amount, \$13,395.

Auditor-General's Office.

Certified that a cheque may issue in favour of Temiscouata Railway Co., on account of subsidy, O.C. 2nd October, for the sum of thirteen thousand three hundred and ninety-five dollars.

Chargeable to Railway Subsidies,
Temiscouata Railway, 51 Vic., cap. 3.
Finance Department, Canada, 9th October, 1891.

Finance,
Ledger Folio,
535.

C.A.G.

	Cheque.	Bank.	Amount.	Receipt.
J. L. McDougall, Auditor-General.	19441.	Montreal.	\$13,395	J. W. de C. O'GRADY.
Let a cheque issue.				
J. M. Courtney, Deputy-Minister of Finance.				

Auditor-General's Office, Canada, 8th October, 1891.

Edgar versus Caron.

Exhibit "DT" 16, for the Crown ; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 20203.

FINANCE DEPARTMENT, CANADA,

\$41,435.

OTTAWA, 23rd December, 1891.

To the Bank of Montreal, Ottawa.

Pay to the order of yourselves, for Temiscouata Railway Co., forty-one thousand four hundred and thirty-five dollars.

Countersigned,

M. G. DICKIESON,

E. A. SUTHERLAND,
For Auditor-General.

For Deputy-Minister of Finance.

Marked on face : Bank of Montreal, Ottawa. Paid, 23rd December, 1891,

Cert. No. 1306.

Amount, \$41,435.

Auditor-General's Office.

Certified that a cheque may issue in favour of the Temiscouata Railway Co., on account of subsidy, O.C. 19th December, for the sum of forty-one thousand four hundred and thirty-five dollars.

Chargeable to Subsidies to Railways,
Temiscouata Railway.

Finance Department, Canada, 28th December, 1891.

C. A. G.

Finance,
Ledger Folio,
535.

E. D. SUTHERLAND,
For Auditor-General.

Cheque.

Bank.

Amount.

Receipt.

20203.

Montreal.

\$41,435.

J. W. de C.

Let a cheque issue.

O'GRADY.

M. G. DICKIESON,
For Dep.-Min. of Finance.
E. D. S.

Exhibit "DT" 17, for the Crown; filed 20th December, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TEMISCOUATA RAILWAY.

STATEMENT of Warrants and Cheques taken to Québec by Mr. Dickieson, under subpoena from the Royal Commission, on the charges against Sir. A. P. Caron.

No. of Warrant.	Warrant signed by, for.		No. of Cheque.	Bank.	Check signed by, for.		Amount of Cheque.	Date of Cheque.
	Finance.	Audit.			Finance.	Audit.		
669	W. Fitzgerald	J. L. McDougall	1087	Molson's Montreal	R. W. Baxter	J. L. McDougall	10,000 00	14 Sept., 1887.
669	do	do	4965	do	do	do	45,946 00	do
863	do	do	5110	do	do	do	54,248 00	5 Oct., 1887.
1499	do	do	5676	do	W. Fitzgerald	J. Patterson	44,806 00	23 Nov., 1887.
1896	J. M. Courtney	do	5995	do	R. W. Baxter	do	11,184 00	31 Dec., 1887.
2276	do	do	6422	do	W. Fitzgerald	do	50,300 00	13 Feb., 1888.
3287	do	do	7291	do	J. M. Courtney	do	33,000 00	6 June, 1888.
176	R. W. Baxter	J. Patterson	7822	do	R. W. Baxter	do	21,000 00	27 July, 1888.
549	J. M. Courtney	do	8139	do	do	J. L. McDougall	61,464 00	8 Sept., 1888.
776	do	J. L. McDougall	8346	do	do	J. Patterson	10,000 00	6 Oct., 1888.
1252	do	do	8741	do	do	do	50,006 00	27 Nov., 1888.
1874	do	do	9250	do	W. Fitzgerald	do	11,746 00	1 Feb., 1889.
1743	do	do	12657	do	R. W. Baxter	J. L. McDougall	70,000 00	23 Jan., 1889.
1336	W. Fitzgerald	do	1061	Toronto.	do	do	4,300 00	do
1621	J. M. Courtney	do	16221	Montreal.	do	E. D. Sutherland	48,520 00	17 Dec., 1890.
614	do	do	16614	do	do	do	34,250 00	20 Jan., 1891.
1306	M. G. Dickieson	E. D. Sutherland	19441	do	W. Fitzgerald	do	13,395 00	9 Oct., 1891.
			20203	do	M. G. Dickieson	do	41,435 00	23 Dec., 1891.

Edgar versus Caron.

Exhibit "LJ" 1, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL.
OTTAWA, 30th April, 1883.

Honourable Sir CHARLES TUPPER,
Minister of Canals and Railways,
Ottawa.

SIR,—Inclosed the petition of E. Beaudet, Esq., Vice-President of Lake St. John Railway, which I pray you will take into your favourable consideration.

I remain, sir, yours, &c., &c.,

SIMON X. CIMON.

(Translation.)

To Sir CHARLES TUPPER,
Minister of Railways.

The petition of the Lake St. John Railway Company respectfully showeth :

That in pursuance of the Act 45 Victoria, chapter 14, there was granted to petitioner a subsidy of \$384,000, being at the rate of \$3,200 per mile of petitioner's railway, calculated on an estimated length of 120 miles, being the length of the line from St. Raymond to Lake St. John ;

That your petitioner is informed that the intention of the Executive was to grant the said subsidy of \$3,200 per mile on the whole extent of the said road from the said place, St. Raymond, to Lake St. John, and that the figure of 120 miles was inserted in the estimates as being the real distance between the said two points to be traversed by the said road ;

That in reality the exact length of the said road between St. Raymond and Lake St. John is 145 miles, and that by reason of the error aforesaid, petitioner would be placed in the position of receiving the said subsidy for only a part of the said road, that is to say, 25 miles less than its real length ;

That petitioner is anxious to complete the whole of the said line of railway within a short period, but that the said error is an obstacle of serious import to the completion of the negotiations necessary thereto ;

That, moreover, circumstances which have lately arisen, and the nature of the ground, render almost indispensable the construction of a line of the said railway from St. Ambroise to the city of Quebec, independent of every other line, and that in case the said subsidy were made uniform for the whole extent of the railway, namely, for the distance from St. Raymond to Quebec, some thirty miles, petitioner would be enabled to build the said independent line from St. Ambroise to Quebec, and would bind himself to construct it with grades of 80 feet to the mile, in place of 132 feet to the mile, as on the present road ;

That this improvement would render the said road a first class road and independent of other roads ;

That the two sections form a total of 55 miles, and require a total subsidy of \$176,000, wherefore, your petitioner, in view of the facts above set forth, respectfully asks a grant ;

And will ever pray.

E. BEAUDET,
Vice-President.

QUEBEC, 25th April, 1883.

OTTAWA, 26th April, 1883.

We, the undersigned, having considered the aforesaid petition, hereby approve of the same in all points, commend it to the favourable attention of the Executive, and respectfully request that its prayer be granted.

C. A. LESAGE,
SIMON X. CIMON,
J. A. GAGNE,
A. C. P. R. LANDRY,
J. DUVAL,

L. L. L. DESAULNIERS,
JOS. P. BORIE,
L. H. MASSUE,
G. A. GIROUARD, and 29 others.

Sir LEONARD L. TILLEY,
Minister of Finance,
Ottawa.

SIR,—Inclosed the petition of E. Beaudet, Esq., Vice-President of Lake St. John Railway, which I pray you will take into your favourable consideration.

I remain, sir, yours, &c., &c.,

SIMON X. CIMON.

OTTAWA, 1st May, 1883.

A. P. BRADLEY, Esq.,
Secretary, Department of Railways and Canals,
Ottawa.

SIR,—I have the honour, by direction of Sir Leonard Tilley, to enclose herewith the petition of E. Beaudet, Esq., Vice-President of the Lake St. John Railway, praying that the Act of last session, 45 Vic., c. 14, granting a subsidy to the railway, may be amended by granting the additional amount of \$176,000, on the grounds that the line will be on completion 25 miles more than was estimated, and it is necessary to build a branch of 30 miles more.

Sir Leonard wishes the Minister of Railways to take the matter into consideration.

I have the honour to be, sir,

Your obedient servant,

J. M. COURTNEY.

Exhibit "LJ" 2, for the Crown; filed 21st September, 1892.

G. HAMEL,
Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 4th May, 1883.

A. P. BRADLEY, Esq.,
Secretary Railway Department, Ottawa.

SIR,—I beg to inclose a specification of the railway being constructed by this company, together with a certificate from the chief engineer, to the effect that the section for the subsidy upon which payment is now asked is a fair average as to quantity of work and cost of the whole road. I also send you by express a tracing of plan of location of the line, from St. Raymond to Lake St. John, and also a tracing of the profile of the same, both approved by the

Edgar versus Caron.

chief engineer of the Province of Quebec, under whose instructions the survey was made. Mr. W. W. Baby will call upon you to sign the necessary agreement.

I am, sir, your obedient servant,

J. G. SCOTT,
Secretary.

“ A.”

QUEBEC AND LAKE SAINT JOHN RAILWAY—SPECIFICATIONS AND DESCRIPTIONS.

1st. The railway shall be a single track line, with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments and gradients and curvature shall be the best the physical features of the country will admit of. The maximum grade of the trunk line not to exceed one hundred and six feet to the mile, with two exceptions, at about the 12th mile from St. Raymond and near Lake St. John, where gradient of 118 ft. per mile may be used, and the minimum curvature not to be less in radius than 717 ft., or 8° , with the exception of two short curves of 600 ft. radius, at about the 86th mile.

3rd. In all wooded sections the land must be cleared to the width of not less than thirty-three feet on each side of centre of line, all trash and logs must be completely burnt up, and none thrown on to the adjacent lands.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in depth.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. Through settlements, the railway must be inclosed with substantially-built legal fences.

7th. Road crossings with cattle-guards and sign boards shall be provided wherever required.

8th. The width of cuttings at formation shall be twenty feet; embankments fifteen feet.

9th. Efficient drainage must be provided, either by open ditch or under drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended. Piers and abutments of large bridges and culverts must be of massive stone masonry or iron, made of durable and suitable materials, thoroughly permanent in character and in every essential particular equal to the best description of like work employed in similar railway work in the Dominion.

11th. The rails shall be of steel, weight fifty-six pounds per lineal yard, of approved pattern, and with the most approved fish or scabbard joint.

12th. The roadway must be well ballasted with clear gravel or other suitable material.

13th. Sufficient siding accommodation shall be provided by the company, as may be necessary to meet the requirements of the traffic.

14th. Sufficient rolling stock necessary to accommodate the business of the line shall be provided by the company, with stations and terminal accommodations, including engine sheds, turntables, shops, machinery, &c.

J. G. SCOTT,
Secretary.

QUEBEC AND LAKE ST. JOHN RAILWAY,
QUEBEC, 30th April, 1883.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Quebec, 30th April, 1883.

I hereby certify that the section of ten miles of railway now under construction, north of St. Raymond, is a fair average of the whole line between St. Raymond and Lake St. John.

Also that the survey was made under the instruction and advice of A. L. Light, Esq., Government engineer of railways for the province of Quebec.

JAMES CADMAN,
Engineer.

Exhibit "L. J. 3," for the Crown; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 7th June, 1883.

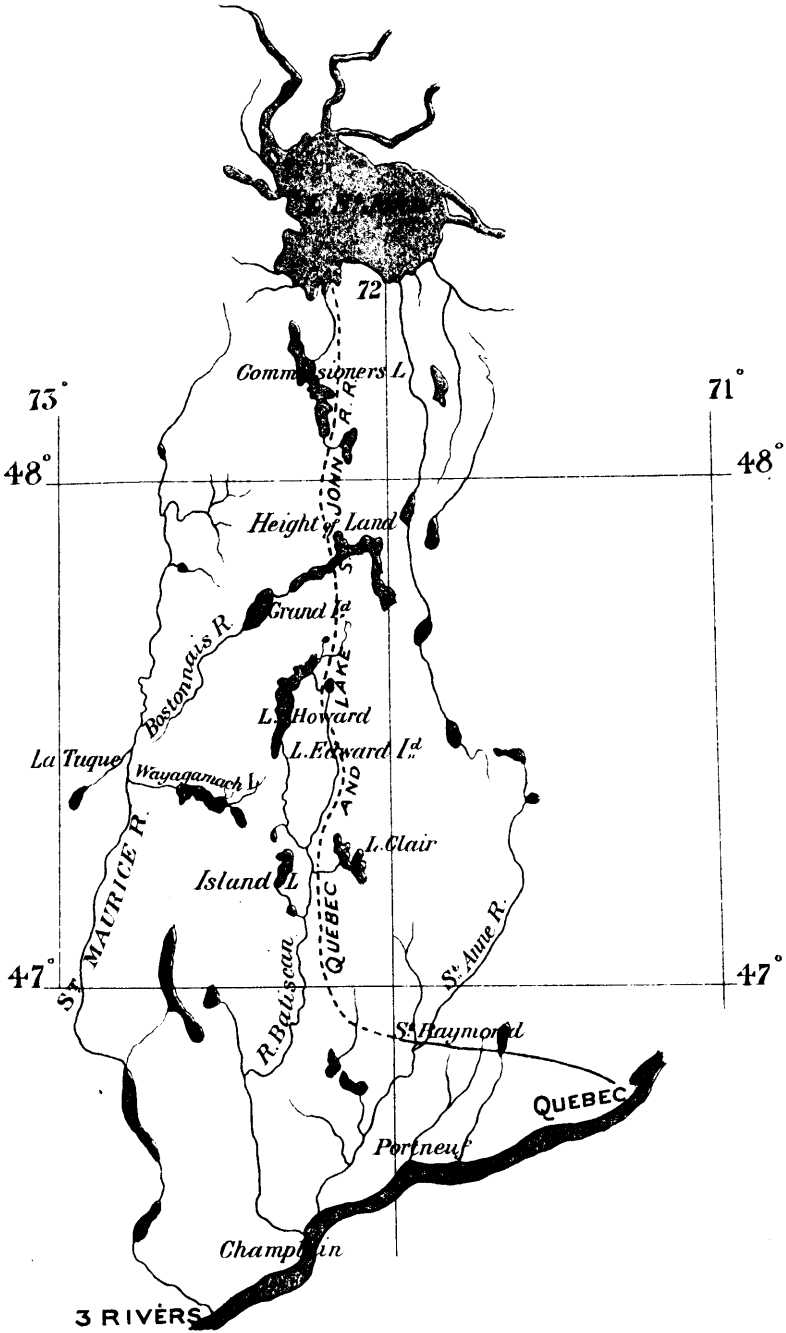
On a report dated 17th May, 1883, from the Minister of Railways and Canals, submitting that by an Act passed last session, 45 Vic., chap. 14, authority was given for the grant of a subsidy towards the construction of a line of railway from St. Raymond to Lake St. John, in the province of Quebec, such subsidy not to exceed \$3,200 a mile, nor in the whole \$3*4,000.

The Minister represents that under an Order in Council dated the 23rd of March last, authority has been given for entering into contract with the Quebec and Lake St. John Railway Company, with a view to its subsidy under the said Act. No contract has, however, yet been signed. The Minister further represents that under date the 25th April, ult., the Quebec and Lake St. John Railway Company have made representations to the effect that while the aforesaid Act duly provided for the terminal points of the subsidized line, the estimate as formed upon the distance which their proposed road would traverse is erroneous, and the amount insufficient, such distance being, they state, 145 miles, in place of 120 miles, the distance contemplated in the Act. They ask accordingly that such additional subsidy may be granted as will cover the difference.

The Minister recognizing the intention of the Act to have been the grant of a subsidy over the whole distance, recommends that the approval of Parliament be sought to the grant of a further subsidy to this company over and above that provided for by the Act 45 Vic., chap. 14, such further subsidy to be \$3,200 a mile, for an additional distance of 25 miles, not exceeding the sum of eighty thousand dollars (\$80,000). The committee submit the foregoing recommendation for your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

EXHIBIT L.J.3.



SKETCH SHEWING APPROXIMATE ROUTE OF
QUEBEC AND LAKE ST. JOHN RY

Edgar versus Caron.

Exhibit "LJ" 4, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

CERTIFIED Copy of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 18th August, 1883.

On a memorandum dated 13th August, 1883, from the acting Minister of Railways and Canals, representing that under date the 23rd of March last an Order in Council was passed, giving authority to the Minister of Railways and Canals, in the event of a certain Bill then before the Legislature of the Province of Quebec becoming law, which Bill contemplated the amendment and consolidation of various Acts respecting the Quebec and Lake St. John Railway Company, to enter into an agreement with that company in respect of the construction of that portion of their line between St. Raymond and Lake St. John, and the grant of the subsidy therefor sanctioned by the Act of the Dominion Government, passed the previous session, and that with one or two minor changes the Bill in question did become law, as the provincial Act 46 Vic., cap. 88.

The Minister now recommends that approval be given to the descriptions and specifications annexed, with the accompanying draft of an agreement which it is proposed to make with the said company, and to the dates for completion proposed as follows, namely : For completion to a point near the southern extremity of the island of Lake Edward by the 31st December, 1885, and for completion to Lake St. John by the 25th May, 1887, being the extreme limit allowed by the Dominion Act 46 Vic., ch. 25 ; and furthermore, that he be authorized on behalf of the Government to enter into an agreement with the company for the execution of the work and the payment of the subsidies severally approved by the Acts 45 Vic., cap. 14, and 46 Vic. cap. 25, in accordance with the aforesaid accompanying draft form.

The committee concur in the foregoing recommendations, and submit the same for your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

QUEBEC AND LAKE ST. JOHN RAILWAY.

SPECIFICATION AND DESCRIPTION.

1. The railway shall be a single track line, with gauge four feet eight and one-half inches, with necessary sidings.
2. The alignment and gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade of the trunk line not to exceed one hundred and six feet to the mile, with two exceptions, at about the 12th mile from St. Raymond and near Lake St. John, when gradients of 118 feet per mile may be used, and the minimum curvature not to be of less radius than 717 feet with the exception of two short curves of 600 ft. radius at about the 86th mile.
3. In all wooded sections the land must be cleared to the width of not less than thirty-three feet on each side of centre of line, all bush and logs must be completely burnt and none thrown on the adjacent land.
4. All stumps must be grubbed out within the limits of cuttings under three feet in depth, on embankments less than two feet in depth.
5. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6. Through settlements, the railway must be inclosed with substantially built legal fences.

7. Road crossings, with cattle guards and sign boards shall be provided wherever required.

8. The width of cuttings at formation shall be twenty feet ; embankments fifteen feet.

9. Efficient drainage must be provided, either by open ditches or under drains.

10. All bridge culverts and other structures must be of ample size and strength for the purpose intended. Piers and abutments of large bridges and culverts must be of massive stone, masonry or iron, made of durable and suitable materials thoroughly permanent in character and in every essential particular equal to the best description of like work employed in similar railway work in the Dominion.

11. The rails shall be of steel, weight fifty-six pounds per lineal yard, of approved pattern, and with the most approved fish or scabbard joint.

12. The roadway must be well ballasted with either gravel or other suitable materials.

13. Sufficient siding accommodation shall be provided by the company as may be necessary to meet the requirements of the traffic.

14. Sufficient rolling stock, necessary to accommodate the business of the line, shall be provided by the company, with stations and terminal accommodations, including engine sheds, turntables, shops, machinery, &c., &c.

J. G. SCOTT,
Secretary.

Quebec and Lake St. John Railway.
Quebec, 30th April, 1883.

ARTICLES OF AGREEMENT made and entered into this day of
in the year of our Lord one thousand eight hundred and eighty-three.

Between "The Quebec and Lake St. John Railway Company" of the first part, and Her Majesty Queen Victoria, represented herein by the acting Minister of Railways and Canals, of the second part :

Witnesseth, that whereas it is, in and by an Act passed in the session of the Parliament of Canada, held in the forty-fifth year of Her Majesty's reign, chaptered fourteen, and intituled : " An Act to provide for the granting of subsidies for the construction of certain lines of railway therein mentioned," and amongst other things in effect enacted, that "it shall be lawful for the Governor in Council to grant for the construction of a railway from St. Raymond to Lake St John, both in the province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole three hundred and eighty-four thousand dollars, the said subsidy to be granted to such company as shall be approved of by the Governor in Council as having established to his satisfaction its ability to complete the said railway within a reasonable time to be fixed by Order in Council, and according to descriptions and specifications to be approved by the Governor in Council, such subsidy to be payable by instalments on the completion of each ten miles of railway proportionate to the value of the portion so completed in comparison with the whole work undertaken, such proportion to be established by the report of the said Minister of Railways and Canals, provided always that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable

Edgar versus Caron.

facilities and equal mileage rates to all railways connecting therewith as the Governor in Council may determine."

And whereas "the Quebec and Lake St. John Railway Company" has been duly approved by the Governor in Council, and has established to his satisfaction its ability to complete the said railway within a reasonable time to be fixed by Order in Council.

And whereas the Governor in Council has duly approved of the descriptions and specifications hereto annexed, marked "A."

And whereas by an Act passed in the session of the Parliament of Canada held in the forty-sixth year of Her Majesty's reign, and intituled: "An Act for authorizing subsidies for the construction of the lines of railway therein mentioned," it is amongst other things in effect enacted that it shall be lawful for the Governor in Council to grant to the Quebec and Lake St. John Railway Company for twenty-five miles of their railway from St. Raymond to Lake St. John, in the province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole eighty thousand dollars, in addition to the subsidy granted by the Act forty-fifth Victoria, chapter fourteen (hereinbefore referred to), the said railway to be commenced within two years from the first of July next, and completed within a reasonable time, not to exceed four years from and after the passing of this Act, to be fixed by Order in Council, and according to the descriptions and specifications to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government, the said subsidy to be payable out of the consolidated revenue fund of Canada, by instalments on the completion of each section of not less than ten miles of railway, proportionate to the value of the portion so completed, in comparison with the whole work undertaken, to be established by the report of the said Minister. Provided always, that the granting of such subsidies shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the line of railway so subsidized as aforesaid as the Governor in Council may determine.

Now, this agreement witnesseth, that in consideration of the said subsidies to be paid in the manner aforesaid, "The Quebec and Lake St. John Railway Company" covenants and agrees to and with Her Majesty, Her heirs and successors, in manner following, that is to say:—

1st. That the company shall and will well, truly and faithfully make, build, construct and complete a line of railway from St. Raymond to Lake St. John, the points and approximate routes and course being shown on the map hereunto annexed, marked "B," and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, works and all the engineering services, whether in the field or in preparing plans or doing other office work, to the entire satisfaction of the Governor in Council.

2nd. That the company shall and will locate and construct the said line of railway on as straight a course as practicable between St. Raymond and Lake St. John, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles and as shall be allowed by the Governor in Council.

3rd. That the gradients and alignments shall be the best that the physical features of the country will admit of, in conformity with the aforesaid specification hereto annexed, marked "A."

4th. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the work executed with that remaining to be done.

5th. That the said company shall commence the works embraced in this agreement within three months from the date hereof, and shall complete the same, to wit:—From some point on their existing line to a point near the southern extremity of the island of Lake Edward by the thirty-first day of December, A.D. one thousand eight hundred and eighty-five, and thence to a point near Lake St. John by the twenty-fifth day of May, A.D. one thousand eight hundred and eighty-seven, time being declared to be material and of the essence of this contract.

6th. That the company will, upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep and maintain the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7th. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed marked "A," and upon a line of location to be approved of by the Governor in Council.

8th. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway, as the Governor in Council may determine.

9th. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character, shall, upon completion of the said line of railway and works appertaining thereto, be the property of the company.

10th. And it is hereby specially agreed and understood that the debt due to Her Majesty's Customs Department by "The Quebec and Lake St. John Railway Company" shall be repaid to Her said Majesty out of the amount of the subsidy hereinbefore mentioned.

In witness whereof, "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the President of the said company, and the acting Minister of Railways and Canals hath hereunto set his hand and caused the seal of the Department of Railways and Canals to be hereto affixed, and these presents to be countersigned by the secretary of the said department.

Signed by the President of the said
company, the corporate seal of
the company having been hereto
affixed in the presence of

Signed and sealed by the acting
Minister and by the Secretary of
the Department of Railways and
Canals, in the presence of

Acting Minister of Railways & Canals.

Edgar versus Caron.

Exhibit "L.J. 5," filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

PETITION.

To the Honourable A. P. CARON,
Minister of Militia and Defence,
M. P. for County of Quebec.

The undersigned inhabitants of the parish of St. Gabriel West, in the county of Quebec, respectfully represent :—That by change of location of the Quebec and Lake St. John Railway, north of the River Jacques Cartier, by which ten miles of the old road from that river to Gosford has been abandoned, in order to get a shorter line to St. Raymond, a very large population living along the route of the old line, consisting of about 1,000 persons, is deprived of the advantages which they would have enjoyed if the old location had been preserved, namely : easy means of communication with the city of Quebec, and a means of utilizing the rich forests of hard wood which exist on the said ten miles from that river to Gosford, and which, with the railway, would afford employment to a large number of persons.

The road-bed of the old railway is still in good order, and your petitioners understand that if the rails could be obtained the railway company would be prepared to lay them and open the ten miles for traffic.

Your petitioners therefore pray that you will be pleased to lay their petition before the Government, and request that a subsidy may be voted to the said branch ; or failing in that, that the Government will be pleased to give or lend to the company ten miles of the old rails no longer in use on the Intercolonial Railway.

J. ISRAEL TARTE,
NAP. TARTE,
ULRIC GAUVREAU, J.P.
PAT HAYES, and 31 others.

Exhibit "L J" 6, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

OTTAWA, 10th November, 1883.

A. P. BRADLEY, Esq.,
Secretary Department of Railways and Canals.

SIR,—In my report of the 8th ult. on the work performed on the first 10 miles section of the Quebec and Lake St. John Railway it was stated that I was then unable to give an opinion with regard to the proportionate value of the work on this section in comparison with that on the whole line.

Since then the company has furnished, by letters of 2nd November, No. 32643, and 8th November, No. 32691, sufficient information as to the quantities of this section and those of the whole line between St. Raymond and Lake St. John to justify me in saying that I consider the work on the first 10 miles section is a fair average of the whole work undertaken. And I therefore beg to recommend the payment of the subsidy of \$3,200 per mile on this section, No. 1, amounting to the sum of \$32,000.

Your obedient servant,
THOMAS RIDOUT.

Exhibit "L J" 7, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R.C.

CUSTOMS DEPARTMENT, CANADA,

OTTAWA, 16th November, 1883.

A. P. BRADLEY, Esq.,

Secretary Department of Railways and Canals;

Ottawa.

SIR,—Referring to the matter of the subsidy to the Lake St. John Railway, and the claim of this department against Messrs. Withal & Ross, the understanding arrived at was that the amount due to this department should be deducted from the first payment made on account of such subsidy. The details are as follows :—

Note dated 4th December, 1880, for.....	\$5,707 30	
Interest on same to date.....	1,009 47	
	<hr/>	\$6,716 77
Note dated 29th May, 1882, for.....	\$975 00	
Interest on same to date	85 75	
	<hr/>	1,060 75
		<hr/>
		\$7,777 52

I have the honour to be, sir,

Your obedient servant,

J. JOHNSON,
Commissioner.

Exhibit "L J" 8, for the Crown ; filed 21st September, 1892.

GUS. HAMEL,
Clerk, R.C.

CUSTOMS DEPARTMENT, CANADA,

OTTAWA, 17th November, 1883.

A. P. BRADLEY, Esq.,

Secretary Department of Railways and Canals,

Ottawa, Ont.

SIR,—Adverting to my communication of yesterday's date, presenting the claim of this department against Messrs. Withal & Ross, I beg to withdraw the same as being incorrect, the figures of the first not being correctly stated.

Edgar versus Caron.

The following will be found to be the corrected claim, namely:—

Note dated 4th December, 1883, for.....	\$5,593	30
Interest on same to 16th instant.....	990	25
		\$6,583 55
Note dated 29th May, 1882, for.....	\$975	00
Interest on same to 16th instant.....	85	90
		1,060 90
		\$7,644 45

I have the honour to be, sir,

Your obedient servant,

J. JOHNSON,

Commissioner.

Exhibit "L. J. 9," for the Crown; filed 21st September, 1892.

G. HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 15th November, 1883.

On a memorandum dated 12th November, 1883, from the acting Minister of Railways and Canals, submitting that by an agreement made with the Quebec and Lake St. John Railway Company under date the 4th of September last, previously sanctioned by an Order in Council of the 18th of August, provision has been made for the payment of a subsidy of \$3,200 a mile towards the construction of their line between St. Raymond and Lake St. John, authorized by the Acts 46 Vic., chap. 25, and 45 Vic., chap. 14, and that under a clause of the said agreement payment is to be made by instalments on the completion of each section of not less than ten miles of railway, proportionate to the value of the portion so completed in comparison with the value of the whole work undertaken, to be established by the report of the Minister of Railways and Canals.

The Minister represents that upon application from the company an inspection has been made of the first ten miles of the road of said subsidized line by the proper officers of this department, whose report, dated the 8th ultimo, shows the work to have been satisfactorily executed and to be fully up to the standard required by the agreement between the company and the Government.

That the inspecting engineer was not at that date in possession of the information necessary to estimate the proportionate value of this section.

The company, however, have now, under date the 5th instant, furnished such information, and on the 10th instant the engineer has reported that the data supplied as to the quantities on this section and as to those on the whole line between St. Raymond and Lake St. John are sufficient to justify him in considering the work on the first ten miles section to be a fair average of the whole work undertaken. The chief engineer has thereupon advised payment of the subsidy of \$3,200 a mile on this section.

The Minister accordingly recommends that authority be given for payment of the subsidy of \$3,200 a mile for this distance of ten miles, or a total of \$32,000

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. McGEE.

Exhibit "L. J." 10, for the Crown; filed 21st September, 1892.

GUS. HAMEL,
Clerk, R. C.

CUSTOMS DEPARTMENT,

OTTAWA, 21st November, 1883.

A. P. BRADLEY, Esq.,
Secretary, Department of Railways and Canals,
Ottawa.

SIR,—I am directed to acknowledge receipt of your letter of yesterday's date, respecting deduction of \$7,644.45 from the first estimate on the Lake St. John Railway, and to ask that you will cause a cheque to issue in favour of this department for the amount named.

I have the honour to be, sir, your obedient servant,

W. G. PARMALLEE,
Accountant.

Exhibit "L J" 11; filed 21st September, 1892.

G. HAMEL,
R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 26th January, 1884.

The Honourable

Sir CHARLES TUPPER, K.C.M.G., C.B.,
Minister of Railways and Canals.

SIR,—I am directed, on behalf of the Quebec and Lake St. John Railway Company, respectfully to request that the Government will be pleased to take the necessary means to complete the subsidy granted to this railway by the legislation of 1882 and 1883, so that it may cover the whole mileage proposed to be built.

The amount required for this purpose will be as follows:—

- | | |
|--|-----------|
| 1. To cover the first section of the road, 32 miles, from St. Raymond to the junction of the North Shore Railway, now completed, and 4 miles from the junction into the city of Quebec, still to be built—say 36 miles, at \$3,200.. | \$115,200 |
| 2. For a branch line to be built from the island of Lake Edward to La Tuque, the head of navigation of the River St. Maurice—say 30 miles, at \$3,200..... | 96,000 |

Edgar versus Caron.

3. For a branch line from the vicinity of Lake St. John to Chicoutimi, or St. Alphonse, at the head of navigation of the River Saguenay—say 60 miles, at \$3,200	192,000
Total..... <u>126</u> miles.....	<u>\$403,200</u>

In support of this application, I would respectfully represent :—

Firstly.—The legislation of previous sessions omitted to provide a subsidy for the first section, then under construction. This section is still not by any means complete. A very large sum of money is still required to extend the line into the city of Quebec, and to purchase ground and build terminal station and buildings, workshops and wharf accommodation. These improvements and some additional work on that portion of the first section now in operation are immediately required, and are most essential to the success and satisfactory working of the road. The company find themselves in the position of having exhausted all the means at their disposal for this section, and these important works still undone. Hence the necessity, which the company would respectfully urge, that this portion of the line should be subsidized by the Federal Government, as it has been by the province and city of Quebec.

Secondly.—The building of a branch line to La Tuque will give railway communication to the headquarters of all the lumbering business of the St. Maurice territory ; will give connection with 60 miles of navigation on the St. Maurice River ; and will open to settlement the upper St. Maurice country and the fertile valley of the River Croche.

Thirdly. The branch to Chicoutimi is one of the most important features of the whole scheme. It will give communication with the head of steamboat and ocean navigation of the River Saguenay. It will give an outlet to the rapidly improving town of Chicoutimi, the chief town of the Saguenay territory, already an Episcopal See, and possessing a number of important industries. This place is nearly 200 miles from Quebec, and in winter time its inhabitants have at present no other means of communication but a rough cart road over the mountains. This branch will also give an outlet to a population of over 20,000 persons, now established in this portion of the territory.

The directors are aware that the above requirements may, at first glance, appear high, but for the future success of the enterprise it is necessary that this mileage should be built, or its beneficial results will be greatly curtailed. In order to obtain the capital required, it is necessary that the whole scheme, branches as well as main line, should be covered by subsidy legislation, so that one financial operation will secure the construction of the whole system. On the other hand, it must be remembered that if the mileage is large the territory to be opened up to colonization is also enormous. Only a limited portion of it is yet known, but even that portion, according to the latest official reports, contains an area of the very best of agricultural lands, sufficient to sustain a population of three-quarters of a million.

The directors feel satisfied that as the Government have achieved such marked success in securing, in so short a period, the means of rapidly settling the great North-West, they will not hesitate to meet the views of the

company, and thus create an important railway system which will quickly colonize a territory in the North-East second only to it in importance.

I have the honour to be, Sir Charles,

Your obedient servant,

J. G. SCOTT,
Secretary.

LAKE ST. JOHN AND THE GREAT NORTH-EAST.

The following pages are intended to afford information with regard to a portion of the Dominion at present comparatively unknown, but which, owing to its fertile soil, rich forests and temperate climate, must without doubt become one of the most populous and progressive regions in Canada.

The territory in question extends from the head of navigation of the River Saguenay, at Chicoutimi, to the northern boundary of the province of Quebec, a distance of 220 miles, and from the sources of the waters flowing into Lake St. John from the east to the River St. Maurice, and embracing the valley of the River Batiscan, a distance of 200 miles, the whole forming an area of 44,000 square miles, or about 28,000,000 acres.

Comparatively little is known of this great country, with the exception of the valley of Lake St. John, which, within the last few years, has been colonized with great rapidity, and now contains a population of some 32,000. The value and extent of that portion of the territory which is known, can be appreciated from the annexed official report of the Assistant Commissioner of Crown Lands of the Province of Quebec, which goes to show that even this limited area contains 3,000,000 acres of the best of agricultural lands, a greater extent than all the cleared lands contained in the two provinces of Nova Scotia and New Brunswick, which sustain a population of three-quarters of a million.

Of that portion of the territory comprised in the St. Maurice region, Mr. Dumais, a Government land surveyor, says:—

“The soil in the valley of the River Croche is rich. Flat lands, so to speak, nearly half a mile wide, covered with a luxuriant vegetation, among which elm and ash predominate, stretch away on each side of the river for a distance of at least fifty miles. There are several settlements along these strips, at which abundant crops of hay and oats are raised.

“These rivers are all well timbered; pine is to be seen all the way from the township of Charlevoix, on Lake St. John, to La Tuque. The River Croche is rich in pine of the best quality. Mr. Hall makes 25,000 logs a year on it, and at the same rate there is a supply for many years to come.

“At present, taking into consideration the past explorations which we have made and that just completed, the contrast is re-assuring: I now perceive a gentle descent, with hardly any obstacle towards the St. Lawrence, passing by the side of those mountains and precipices which we used to regard as our only possible passage. We see also a territory but little broken, fit for cultivation, and covered with magnificent timber, with every facility for transport; a territory capable of receiving and settling a population of many thousand souls; numerous water powers placed here and there for the utility and industry of this population; a territory which will permit the location of a railway more than a thousand feet below the former location, and above all traversing a fertile region, which requires only arms to work it to become rich and prosperous.”

Edgar versus Caron.

The Saguenay and St. Maurice regions are already the field of large lumbering operations, estimated at 60,000,000 feet, B.M., per annum, or equivalent to about one-fourth of the whole export of sawn lumber from the port of Quebec.

The settled portion of this immense territory, comprising a portion of the valley of Lake St. John, and its climate, soil and productions, are well described in the annexed letter from Mr. E. A. Panet, a gentleman who visited the country in 1883, and who attests to the magnificent crops of wheat and other cereals raised on its fertile lands, to the great value of its dairy products as proven by the recent establishment in the district of a number of butter and cheese factories, and to its excellent climate, equal, he says, to that of Montreal.

The only drawback from which this district now suffers is the absence of means of communication. This objection is in a fair way of being overcome by the construction of a railway—the Quebec and Lake St. John—(more especially described in the annexed report of Mr. A. L. Light, C. E., to Sir Charles Tupper), which is now being built from Quebec to Lake St. John, and which will be connected by branch lines with La Tuque, the head of steamboat navigation of the River St. Maurice, and with Chicoutimi, the head of ocean navigation on the River Saguenay.

The first section of this railway from Quebec to St. Raymond—36 miles—has been in operation since 1882, and has been successful in creating milling, lumbering and other industries, and in promoting colonization, to an extent far exceeding the expectations of its promoters, and auguring great results upon the completion of the whole scheme. A further section of 10 miles is now ready for traffic, work is progressing upon 10 miles beyond these, and the whole of the main line to lake St. John is under contract.

The entire mileage proposed to be built is as follows :—

Main line, Quebec to Lake St. John.....	175 miles.
Branch, Rivière Batiscan to La Tuque.....	30 “
Branch, Lake St. John to Chicoutimi.....	60 “
“ “ to St. Prime.....	20 “
	285 miles.

The subsidies granted the enterprise are as follows :

Province of Quebec, \$5,000 per mile on 170 miles of main line.....	\$850,000
Province of Quebec, 5,000 acres of land per mile on 170 miles of main line.	
Dominion of Canada, \$3,200 per mile on main line north of St. Raymond.....	\$464,000
City of Quebec, \$2,500 per mile.....	450,000
County of Chicoutimi No. 2 (Lake St. John)...	100,000
Total.....	\$1,864,000

and 850 acres of land.

It is hoped that these subsidies may be extended so as to cover the whole mileage intended to be built. A glance at the accompanying map will show the advantages and objects of building the branches. The branch from Lake St. John to Chicoutimi will give the means of communication with Quebec and the rest of the Dominion to a large population in that town (an Episcopal See

and the site of several important industries) and the surrounding district, and as it will reach the head of navigation of the River Saguenay will, no doubt, vastly increase the large tourist travel to that celebrated river, by adding the attraction of an all round route by rail and water.

The branch to La Tuque will also give communication with 60 miles of steamboat navigation on the River St. Maurice, likewise forming an all-round rail and water route from Quebec, *via* La Tuque and the Grandes Piles, to Three Rivers, and also opening up to settlement the fertile valley of the River Croche, a tributary of the St. Maurice, and giving economical access for lumbermen to La Tuque, the great centre of the lumbering operations of the St. Maurice territory.

In this way, not only will the valley of Lake St. John be opened to colonization, but also the Saguenay and the Upper St. Maurice by means of the branch lines. A railway system will thus be created which will serve to develop the great interior of the province of Quebec, and which will doubtless, at no distant day, extend its civilizing influences to the warm clay lands which form the basin of James Bay. Every year furnishes new proofs of the susceptibility of that great basin to become the abode of civilized men, as in similar latitudes in Europe, and teaches us that, whilst pursuing the laudable course of opening up the great North-West, we should not neglect to make similar efforts to develop an almost equally valuable region lying at our very doors—the “Great North-East.”

No better evidence of the deserving nature of this project, or of its future utility to the Dominion, could be had than the earnest interest taken in it by one who has proved himself so sincere a friend to Canada and to all things Canadian, namely, the Right Honourable the Marquis of Lorne, our late Viceroy, who writes as follows:—

(Copy.)

OSBORNE, 27th December, 1883.

DEAR SIR,—I am printing now an account of Canada to form a popular illustrated book to aid emigration. I shall be happy to notice the Quebec and Lake St. John Railway, which is of the greatest interest to all who wish to see the back country well settled—a thing which can easily be done, and must be done as soon as there is quick communication established. I am glad to hear that your work is progressing.

I remain yours sincerely,

LORNE.

J. G. SCOTT, Esq.,
Quebec & Lake St. John Ry., Quebec.

APPENDICES.

DEPARTMENT OF CROWN LANDS.

QUEBEC, 28th July, 1880.

JAMES G. SCOTT, Esq.,
Secretary Quebec and Lake St. John Railway,
Quebec.

SIR,—In answer to your letter of the 20th instant, requesting that certain information be furnished to the Quebec and Lake St. John Railway Company, relative to that section of country traversed by their proposed railroad, I have the honour to inform you that the territory to be thus opened comprises an area

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of about 6,300,000 acres, which may be divided into two regions, having, with regard to soil, distinct physical features :

1st. The superficies of that part of Lake St. John and Chicoutimi basin formed of an extensive and almost continuous alluvial deposit, to be within a short period benefited by the construction of the contemplated railway may be set down at 3,500,000 acres.

2nd. That of the Batiscan region, cut up by large streams and lakes intermingling in their courses, and running in opposite directions, some in Lake St. John, others in the St. Maurice, and in the river St. Lawrence, with restricted areas of alluvial flats, covers an extent of about 2,800,000 acres, both sections of country being shown and distinguished by letters A and B on the map of the province of Quebec herewith accompanying.

Out of the first of these sections 2,200,000 acres can be counted on as well fitted for colonization and farming. Of the second, about 800,000 acres will be found arable, and that principally along the line of the projected railway.

Up to date 475,310 acres have been sold by the Crown for purposes of settlement ; 37,631 acres in the Lake St. John and Chicoutimi territory, and 87,679 acres in the county of Portneuf, at the southern extremity of the Batiscan region ; forming with the 174,000 acres of seigniorial grants included in the same county, a total of 649,310 acres alienated.

Up to the present, from the best data which can be obtained, about 180,000 acres of the 6,300,000 above stated have been cleared, more or less improved, and settled upon ; the remainder consists of forests or wild land, of which 3,000,000 acres are under license or permit to cut timber.

The predominating forest trees covering the greatest part of this extent of territory are the spruce, tamarack, white pine, cypress (a kind of pitch pine of a dwarfy species), white birch, black birch and cedar. As a rule, the spruce is found the most abundant, and other trees in accordance to the order in which they are now given.

Wheresoever settlements cannot, on account of the soil, extend over a whole country, as in the Batiscan region, these timbered lands, if judiciously managed, will be found an everlasting source of revenue, as it is well established in Canada that tracts of land covered with spruce, fit for saw logs, can be cut over every thirty or forty years.

I regret exceedingly that the records of this office do not contain information such as to enable you to form a correct idea of the amount of timber which, in the territory above described, has been and can be derived from a given area.

I have the honor to be, sir,
Your obedient servant,

E. E. TACHE,
Assistant Commissioner.

MR. PANET'S LETTER.

OPINIONS OF THE PEOPLE.

To the Editor of the "Morning Chronicle" :

DEAR SIR,—Having just returned from a lengthened tour over the valley of Lake St. John, in the county of Chicoutimi, begun in September last, I wish to avail myself, through the columns of your valuable paper, to give your readers my impressions of that vast and wonderful territory lying so far

north of Quebec, and so little known, but which is now beginning to attract so much attention. Tourists leaving Quebec by the St. Lawrence Navigation Company's steamers "Saguenay" or "Union," for Chicoutimi and way ports, admire the magnificent scenery which presents itself to the view of the traveller the whole distance down the River St. Lawrence to Tadoussac, and from thence up the River Saguenay to Chicoutimi; but had tourists the opportunity which railway communication would afford, of extending their trips to Lake St. John and view the lake from the rise of land overlooking the pretty little village of St. Jérôme, they would wish for no grander sight than that immense sheet of water, with shores of beautiful white sand, and would wonder how it was such a beautiful country had not been opened to civilization long years ago.

The settlement of the country around the lake is of comparatively recent date. The first beginning was made by that courageous pioneer whose *noces d'or* or fiftieth anniversary of his admission to the priesthood was celebrated only last month at Kamouraska. I allude to the Rev. M. Hébert, who, with a devoted little band of colons, cut the first tree in 1851 on the shores of Lake Kenogomahish, where now stands the thriving village of Hébertville, named after that worthy priest, about fifteen miles south of Lake St. John, the *chef-lieu* of the county, and the most populous parish of the lake district.

The settlement of the numerous other parishes which now dot the southern and western shores of Lake St. John is even more recent.

The date of their establishment, their extent and their population at last census will be seen as follows:—

	Ranges deep.	Begun.	Population.
Pointe Bleue.....	2	1856	1186
St. Jérôme.....	8	1862	1803
Pointe-aux-Trembles	8	1864	1067
St. Prime.....	7	1867	956
St. Félicien.....	7	1869	530
St. Gédéon.....	0	1875	654
St. Joseph d'Alma...	0	1877	710
Normandin.....	0	1880	400

The district has been settled by young farmers from all the eastern parts of the province, notably from Kamouraska, Murray Bay, Baie St. Paul, Chateau Richer, Beauport and Quebec. As a general rule, the only stock in trade which these new settlers took with them into that new and almost unknown country consisted of an axe and good strong arms, backed by great courage and perseverance.

The case of the first settler at St. Jérôme may be taken as a sample of what nearly all had to undergo. Charles Cauchon left Chateau Richer, near Quebec, in 1862, with \$10 in his pocket, accompanied by his wife and a family of five little children. By the time he reached Lake Kenogami his little stock of money was exhausted, and he had to give a week of his labour to pay the passage of his family in canoes—then the only means of communication—to the southern end of Lake St. John, where he established himself and founded the flourishing parish of St. Jérôme. It is unnecessary to rehearse all the hardships and privations endured by Cauchon; he reaped his award from the rich soil he has cultivated, and he now owns a good house, large barn, and an excellent farm, well fenced and drained, valued, even at the low rating of

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municipal councils, at \$2,500. This year, although only one-fourth of his farm is under cultivation, he has raised 250 bushels of wheat, 200 bushels of oats, 150 bushels of peas and buckwheat, 240 bushels of potatoes, and other vegetables in abundance. His barn is full to repletion, and he speaks in the highest terms of the productive nature of the soil, which yield 25 bushels of wheat to the bushel sown, and 25 bushels of peas or 35 of oats per acre.

As a rule, the new settlers who have taken up land at Lake St. John are intelligent, adversity having sharpened their intellect and enterprise, and will form the nucleus of a very desirable population. It is no uncommon thing to meet farmers who have had collegiate educations.

Extent of the Territory.

It is very difficult to estimate the extent of good land still to be opened up in the Lake St. John district. The nature of the soil cannot be judged in the usual manner, by the quality and size of the trees, as the best of the soil is to be found in localities where the trees are small and poor looking; consequently, portions of the territory which have been considered unfit for settlement are found to be quite the contrary. For instance, in rear of St. Jérôme, on the River Metabetchouan, it has been found by recent explorations that five or six parishes can be established on land which had hitherto been thought uncultivable.

The same thing is found to be the case in rear of Pointe-aux-Trembles, where new settlers have established themselves 30 miles in from the lake, near Commissioners Lake, on the projected line of the railway.

These new settlers have raised a large quantity of wheat this year, and they declare the soil to be quite as rich as that of Lake St. John.

The lands on the River Peribonca, on the north side of the lake, have heretofore been considered unfit for settlement. A Government surveyor has just completed a thorough survey of them, and, I am told, reports that fully ten parishes, if not more, can be established there, on the best of land. From the Peribonca to the Grande Décharge, the soil is also said to be good; in fact, the north side of the lake is said by some to be superior to that already settled on. The country is so flat that it is generally impossible to judge of its extent; but at one point, a hill overlooking the village of St. Prime, an excellent view can be had. From this point, looking west and north for probably 100 miles, or as far as the eye can reach, not a hill is to be seen, nothing but one vast wooded plain—watered by noble rivers, the Ashuapmouchouan and Mistassini—each of them from a half a mile to a mile in width, of the richest soil, only the fringe of which has been touched by the new settlements of St. Prime, St. Félicien and Normandin.

One cannot but be struck by the vastness of this grand territory, and everything goes to confirm the estimate made of its extent by Mr. Taché, the assistant commissioner of Crown lands, whose reports indicate that it contains 3,000,000 acres of arable land, an area greater than all the occupied land of the maritime provinces. Truly the district is a province in itself.

Climate.

The climate of the Lake St. John region is said to be that of Montreal; there is no doubt of its being superior to that of Quebec. The snow fall is certainly less; protected from easterly snow storms by the great range of the Laurentides, which intervene between the Lake and the Gulf of St. Lawrence, the quantity of snow is said to be moderate. In fact, farmers complain that

they do not get good sleigh roads until late in the winter. On the 25th of September, this year, I remarked that the leaves of the trees were very little tinted, and potato stems were still green. Wheat and all grains ripen and produce luxuriously. I was assured by a number of farmers that wheat can be sown up to the 15th June, and some years even as late as the 20th June, with the certainty of its ripening in the fall.

The Soil

is almost universally composed of a rich gray clay, and in the few places where this is not exposed and where the surface appears sandy or of yellow loam, the clay is not more than three or four inches below. The land seems to be inexhaustible. At Point-aux-Trembles I was shown a field of wheat which had been producing that grain for the last 15 years without the application of any manure, and the grain I saw this year was as fine as any to be found in this district. Truly one is struck with wonder at the richness of the soil, for I believe there is none richer in Canada.

The Lake.

Lake St. John is a magnificent sheet of water, abounding in fish, such as the Ouinaniche (land locked-salmon), pike, doré and other smaller kinds of fish, for which there will be a ready sale in Quebec when the railway reaches the shores of the lake.

Only on a very fine day can the other side of the lake be seen; at all other times it conveys the impression of an inland sea. On a calm day its bosom is like a mirror; but let a stiff north breeze blow for a couple of days and white caps will be seen everywhere, and breakers roll on its shores which would do credit to the Atlantic. Following up the west shore of the lake the scenery is very fine. A distant blue point, hardly visible at first, gradually resolves itself into a long coast line, dotted with farms, villages and churches, reminding one of the St. Lawrence below Montreal. The eye never tires of the beautiful landscape: on one side fields of wheat, rising gradually from the border of the lake; on the other the broad expanse of the lake. What a place for tourists when the railway is finished.

Wheat.

Another thing which impresses the stranger favourably as to the resources of the country is the large number of flour mills and the constant stream of vehicles carrying wheat to the mills and flour from them. There is no doubt that the farmers there produce more than they consume, and the Ontario miller need not look there for consumers, but may, in a few years, expect formidable rivals in the millers of Lake St. John, for in six or seven years, at the longest, the flour merchants at Quebec will be selling the flour from wheat raised at Lake St. John.

Products.

The census returns of 1881 show that the county of Chicoutimi raised then, compared with the years 1861 and 1871:—

	1861.	1871.	1881.
Wheat, bushels	10,912	136,099	154,589
Oats do	39,316	117,249	211,216
Barley do	39,922	71,210	47,025
	290		

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	1861.	1871.	1881.
Other grains			108,183
Potatoes, bushels	101,382	156,996	287,238
Hay, tons.....	3,648	5,966	16,347
Butter, pounds.....	61,777	148,106	393,127
Head of live stock.....	18,746	44,772	59,795
Tobacco, pounds			67,437
Population	10,478	17,493	32,409

Potatoes, carrots and other vegetables yield abundantly and of immense size.

Wheat is of course the greatest test of the soil and climate of any agricultural country. Let us then compare its production at Lake St. John with the best districts of the province, viz., the eastern townships, and we find that the census shows that in 1881:—

County.	Population.	Bushels, Wheat	Bushels per 1000 of pop.
Chicoutimi	32,409	154,589	4,800
Compton	19,581	34,181	1,800
Stanstead	15,556	37,727	2,400
Huntington.....	15,495	24,378	1,600

The rapid increase in dairy products is very striking. Already there are in the county of Chicoutimi no less than four cheese factories, and one for the manufacture of butter, all turning out very superior articles, which should command the highest price. The district bids fair to outstrip any other part of the province in this important product.

Farming is carried on on a scale which would not a little surprise our farmers in the district of Quebec. One farmer in the neighbourhood of Chicoutimi has about 400 acres under cultivation, and raised this year some 4,000 bushels of grain alone, his enormous barns evidenced the confidence he has in the productiveness of his land. Quite a business is carried on in the raising of live stock, and the Saguenay steamers bring a full complement of excellent cattle to the Quebec market every trip.

Drawbacks.

The great, in fact almost the only drawback to the country, is the want of means of communication. The cost of cartage from Chicoutimi, the head of navigation, to Lake St. John, is enormous. To St. Felicien, a distance of about 100 miles (and not the most distant point, for there are settlers 20 miles further in, and will be 100 miles still further), it costs from \$1.00 to \$1.50 per 100 lbs. for cartage. This is a terrible tax, especially upon heavy and bulky goods, and on all produce. For example: coarse salt, which is worth from 50 cents to 60 cents per bag, in Quebec, sells at Hebertville for \$1.60 to \$2.00, at St. Jerome for \$3.25, and at St. Prime and St. Felicien for \$3.50 per bag, and has even sold as high as \$6.00. Iron and molasses are similarly affected. Potatoes, when they can be sold at all, go for 20 cents per bushel, and the best butter can be bought there for 15 cents per lb., payable in store pay, on the encouraging basis of prices given above. In fact, if the soil were not so extremely rich as it is, it would not be possible for the people to live there without better means of communication.

The railway from Quebec will of course change all this, and it is eagerly looked for by the people. Its advent will give an impetus to the settlement

of this great country, which will exceed anything east of Manitoba, and will confer advantages upon the province of Quebec, the importance of which few can estimate to-day.

Yours truly,

E. A. PANET.

St. RAYMOND, 8th November, 1883.

SUPPLEMENTARY RETURN

To an order of the House of Commons, dated 14th February, 1881;—For copy of the report of A. L. Light, Esquire, engineer in chief of the Province of Quebec, addressed by request to the Government of Canada, and relating to the railway from Quebec to Lake St. John, and the Quebec and Lake St. John Railway Company.

By command.

JOHN O'CONNOR,
Secretary of State.

DEPARTMENT OF THE SECRETARY OF STATE,
16th March, 1881.

REPORT ON THE QUEBEC AND LAKE ST. JOHN RAILWAY—ITS SURVEYS, CONSTRUCTION, GRADES, CURVES AND PROSPECTS OF TRAFFIC.

HON. SIR CHARLES TUPPER, K.C.M.G.,
Minister of Railways and Canals, Ottawa.

SIR,—In compliance with your instructions, I have the honour to report as follows upon the Quebec and Lake St. John Railway:—

A wooden railroad had originally been built from Quebec to Gosford, a distance of twenty-miles, and was in use for two years.

In 1879 I was consulted as Government engineer of railways, with regard to the reconstruction and extension of the work to Lake St. John.

Finding the location *via* Gosford unsatisfactory, I recommended that surveys for a new location should be made, and by request prepared the necessary instructions for the guidance of the company's chief engineer.

Surveys.

The country between Quebec and Lake St. John has been surveyed instrumentally through the Metabetchouan and Batiscan valleys, the former in 1873, the latter in 1879, with minor studies, with the view of establishing the most favourable route.

A good line has been found running south of Lake St. Joseph, from the crossing of the River Jacques Cartier, direct to St. Raymond, and with practicable grades through to Lake St. John.

The gradients and curvature have been established with a due regard to the nature of the country to be traversed, combined with the considerations of costs of construction and efficiency of future working.

Construction.

The first division of the road, between Quebec and St. Raymond, has been under construction since 1879.

Grading.

The embankments are 15 feet in width at formation level, and the cuttings are 18 feet, although widened where special drainage is required; these

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dimensions are sufficient. Where admissible, the formation has been raised above ground level, with a view to counteract the effects of snow, but where any inequalities of surface require deep cuttings, the maximum grades allowed have been retained, in order to reduce the quantities to a minimum.

Culverts.

These structures, either "open" or "box," are of wood where the embankment is low; where heavy, they are built in stone. The wooden culverts are good and sufficiently strong, and can be replaced without stoppage to traffic.

Masonry.

The first and second class masonry is built on the Q. M. O. & O. Railway specifications. It is the best of its kind. The first class is composed of granite and laid throughout in Portland hydraulic cement.

Bridges.

These are six in number on this division. The Jacques Cartier and Portneuf rivers and the outlet of Lake St. Joseph are spanned with iron superstructures from the firm of Clark, Reeves & Co., Phoenixville, Pennsylvania, resting on stone piers and abutments; the former bridge is 500 ft. in length and the latter 60 and 80 ft. respectively. The bridges are all excellent structures, of first class materials and workmanship, and they have been arranged with a panel load and floor system per lineal foot, sufficient to carry the special traction engines which will be needed for the economical working of this road.

Ballasting.

As the greater portion of this division passes through a gravelly soil, the average quantity has not been required to thoroughly bed the sleepers and give a dry and elastic road bed.

Rails.

The track is being laid with a steel rail from the Barrow Company, England. It is of the latest pattern and of the very best material (Sandberg's specification and inspection). The fastenings are also of the most modern form, including a "flanged fish plate" of great strength and efficiency. The sleepers are laid 2 ft. centres, closer than is usual, but their cost not being great in this district, the arrangement is both efficient and economical.

Switches, Switch-frames, Frogs.

These are of the latest and best description, being of the Q. M. O. & O. Railway pattern.

Fencing.

The fencing is of patent barbed steel wire, fastened to tamarack posts, set 12 feet apart, and 3 ft. in the ground. This makes an excellent fence, specially adapted for a snowy region.

Stations.

But one has, as yet, been built, viz., at the junction with the Q. M. O. & O. Railway, which, though small, is appropriate. Other stations of suitable size are being built at Lorette River, Jacques Cartier, St. Catherines and St. Raymond.

Rolling Stock.

The present rolling stock in use is only sufficient for construction purposes. It consists of three locomotives, some 50 platform cars of the latest pattern, and 2 small passenger cars. The locomotives and platform cars are the best of their respective kinds.

Telegraph Line.

The company have closed an arrangement with the Montreal Telegraph Company for a line along their railway. The wire is being laid in advance of the works, and the necessary offices will be opened according as the several sections of the road are ready for traffic.

Remarks.

Apart from the embankment and cut at Lorette—which are unusually heavy—and the bridging of the Jacques Cartier river, the works are not above the average.

This division is being constructed in a substantial and thorough manner, and except gradients, curvature and some wooden structures, will be found, when completed, to equal the Q.M.O. & O. Railway.

Location from St. Raymond to Lake St. John.

Lake St. John lies 278 feet above the sea. An instrumental survey made a few years ago shows an intervening summit of some 2,400 feet between the St. Lawrence and the lake, which has been reduced to 1,348 feet by carrying the line further west *viâ* River Batiscan and Lake Edward, passing through a good agricultural and finely timbered country.

The above summit is 123 miles from Quebec, and, with four exceptions, can be surmounted by maximum grades of 118 feet to the mile, ascending north (or against light traffic), and of 80 feet to the mile ascending south (or against heavy traffic). * (See Appendix A for table of grades.)

* Three of the four exceptions above mentioned occur ascending south; they amount to 3.8 miles collectively, and can doubtless be reduced by further explorations. The fourth—ascending north—is 132 feet to the mile for 2.5 miles, and occurs near Lorette, where the work is very heavy. To have reduced this grade to 118 feet per mile, would have doubled the quantity and trebled its cost. The original alignment was here exceedingly crooked, but was straightened at a comparatively trifling expense, and the grades laid on a tangent throughout. Further this grade will be found equivalent to the easier ones of 118 feet to the mile; the latter being combined with 8 curves, which virtually increase their steepness.

These grades are not continuous, the summit being gradually approached from either side by successive plateaus on an ascending scale, with slight intervening depressions at the river crossings. No grade exceeds two miles in length, thus affording the advantage of getting up a full supply of steam between each, and the fact that considerable stretches of level and undulating grades occur between maximum grades will greatly facilitate the working of the road. The grades are perfectly practicable, although unusual in Canada on trunk lines, but often found in the United States and Europe, where mountain ranges, similar to the one in question, have to be crossed. They are there quite successfully worked and carry an enormous traffic. (See Appendix B for example of steep grades.)

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Traction Engines.

In establishing the above grades, I advised the use of special connected traction engines, with a view to the economical working of the traffic, recommending the "Consolidation" type for heavy, and the "Mogul" for mixed passengers and light freight traffic. The former of these engines will haul as much over the steepest grades of the Quebec and Lake St. John Railway as is hauled by the ordinary eight-wheeled engine in general use over the easier grades of the Grand Trunk and Great Western Railways, *i. e.*, over twenty loaded freight cars from Lake St. John to Quebec, and the same number returning, one-third loaded, such being about the estimated proportion of the balance of trade. The "Mogul" will haul three-fourths of such a load with reasonable speed.

Neither pattern will cause greater wear and tear to the road-bed and track than would arise from the use of the ordinary engine, and all the structures have been planned for the same.

The amount of fuel they consume is in direct proportion to the power exerted; but, as in this district wood abounds, the additional expense involved will not be serious. Fuller information regarding the capacity of these engines will be found in Appendix C.

Curves.

The minimum radius of curvature from Quebec to Lake St. John is 600 feet, and this but in three instances, the average being far easier. (For table of curvature, see Appendix D.)

Estimate of Cost.

Basing myself upon the quantities returned from the survey of the line to Lake St. John, I would estimate the cost of the road at about \$23,000 per mile; this includes a limited supply of rolling stock and buildings.

Length of the Road.

The railway by the survey is set down at 179 miles. This final location will doubtless reduce this mileage, and likewise improve the grades. The first four miles pass over the Q.M. O. & O. Railway. Thirty-one miles from the junction to St. Raymond will be opened to traffic in July next; and twenty miles have been received by the Provincial Government.

Conclusion.

As will be seen from Mr. Taché's letter, the Department of Crown Lands of the province of Québec estimates that out of the 6,000,000 acres of land in the immediate vicinity of, and to be shortly opened up by this railway, over 3,000,000 are well adapted for settlement. Blocks A and B, shown on the map herewith annexed, constitute but a limited portion of this territory.

The total area of all lands taken up for settlement in the province of Quebec is set down in the last census at 5,700,000 acres; and Ontario contains only 7,000,000 or 8,000,000 acres all told.

The total area of cleared land in the two provinces of New Brunswick and Nova Scotia is about 2,800,000 acres.

The railway will, undoubtedly, develop a large trade in lumber, as it runs through a finely timbered district, and has its terminus in the principal lumber market of the Dominion, while the absence of other competing roads,

and of water competition, will doubtless have a beneficial effect upon its general prospects, which, viewed as a whole, may be considered to be very promising.

I have the honour to be, sir, your obedient servant,

A. L. LIGHT.

QUEBEC, 9th March, 1881.

APPENDIX A.

QUEBEC AND LAKE ST. JOHN RAILWAY—ABSTRACT OF GRADIENTS FROM QUEBEC TO LAKE ST. JOHN.

Description.	Ascending North. Length in miles.	Ascending South. Length in miles.	Remarks.
20 to 30 per mile.....	11·4	5·1	
30 " 40 "	4·1	1·8	
40 " 50 "	1·6	0·3	
50 " 60 "	12·0	15·9	
60 " 70 "	1·0	2·0	
70 " 80 "	4·5	25·7	
80 " 90 "	7·1	0·0	
90 " 100 "	0·0	0·0	
100 " 110 "	10·8	2·5	
110 " 118 "	2·4	1·3	
118 " 132 "	2·5	0·0	
Totals.....	57·4	54·6	

RECAPITULATION.

Ascending north	57·4
" south	54·6
Level and under 20 per mile.. ..	67·0
Total.....	179·0

APPENDIX B.

EXAMPLES OF STEEP GRADES AND SHARP CURVES.

I have personally inspected most of the following :—

1st. The Portland and Ogdensburg Railway, U. S. This road, which traverses a district very similar in snowfall and climate to that traversed by the Quebec and Lake St. John Railway, passes over a summit 988 feet high, with continuous grades, 10 miles in length, of 107 and 116 feet to the mile, and curves of 637 feet radius. The late Mr. Latrobe, C. E., a man of high professional standing in the United States, was the consulting engineer.

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2nd. The "Baltimore and Ohio Railway," built by the same eminent engineer, passes over a summit of the Alleghanies, with continuous grades, against heavy traffic, 12 miles in length, and 116 feet to the mile; curves 600 feet radius.

3rd. The "Pennsylvania Central" passes over a summit 2,154 feet, and has one continuous grade, west of Altoona, of 95 feet to the mile, $10\frac{1}{2}$ miles in length.

4th. "The Tyrone and Clearfield," a branch of the above, has continuous grades of 106 feet to the mile, 10 miles in length; and besides these, two others of 128 and 138 feet to the mile each, collectively, three miles in length.

5th. The "Lehigh Valley" Railway has grades of 133 to 143 feet to the mile.

The above railways, with the exception of the first mentioned, successfully use the "Consolidation" engine.

6th. In South America, the "Don Pedro Segundo" (the Imperial railway of Brazil) crosses a summit of the Orange Mountains 1,872 feet high, with a continuous grade, 16 miles long, of 117 feet to the mile; also successfully worked with "Consolidation" engines.

7th. In Europe, the "Brenner Railway" from Innspruck to Verona, passes over a summit of the Alps upwards of 4,000 feet high, on an average grade of 114 feet per mile for 22 continuous miles, and for a considerable portion of this distance on a grade of 132 feet to the mile.

8th. The railway from Vienna to Gratz, over the Semering; also the line from Bologna to Florence, over the Appennines, have similar grades.

9th. The railway from Turin to Genoa has a continuous grade 6 miles in length of 146 feet to the mile. All the above are permanent railways between great centres of trade, and doing a large business, and are successfully worked with traction engines.

Besides the above, there are many examples of temporary tracks (with much steeper grades) being successfully used for many years with great advantage, while the permanent works were under construction, notably, the "Mountain top track," crossing the blue ridge on the "Virginia Central" Railway. This was successfully worked (while the tunnel underneath was being built) over grades of 297 feet per mile and curves of 275 feet radius, with a six-wheeled connected tank engine.

10th. On the "Baltimore and Ohio" temporary tracks were worked over mountains through which tunnels were in course of construction, having grades of 400 feet per mile, and over which a mixed traffic was regularly and safely carried for years.

11th. The "Mont Cenis" temporary railway was laid over the summit of the Alps, with grades ranging from 200 to 400 feet per mile, while the great tunnel was being constructed below. It was successfully worked by a special arrangement of both track and traction engine, and safely carried for years a considerable portion of the passenger traffic between France and Italy.

Lastly, an example is given in Appendix C, of a traction engine, built at the Baldwin Locomotive Works, which regularly hauled nine loaded freight cars, or about 180 gross tons of cars and lading over grades of 316 feet per mile and curves of 400 feet radius, over "Baton Rouge," on the "Southern Pacific" Railway.

(Copy).

APPENDIX C.

BALDWIN LOCOMOTIVE WORKS,

BURNHAM, PARRY, WILLIAMS & Co.,

PHILADELPHIA, 13th December, 1880.

DEAR SIR,—Your valued favour of the 10th instant is at hand this day, respecting "Consolidation" locomotives for the Quebec and Lake St. John Railway. We note that this road is to have maximum grades of 80 feet per mile, each not exceeding two miles in length, in the direction of the heavy traffic, and maximum grades of 132 feet per mile, each not exceeding two miles in length, in the direction of the light traffic. We also note that the rails are of steel, 50 lbs. weight to the yard.

We agree with you in recommending for the service of this road locomotives of the "Consolidation" pattern having cylinders 20 inches by 24 inches, and weighing, in working order, about 100,000 lbs., of which about 88,000 lbs. would be on the driving wheels. We would recommend, however, the use of driving wheels not less than 45 inches in diameter, and it is our practice to use 50-inch wheels on these engines. As there would be a weight of only about 11,000 lbs. resting on each driving wheel which is no more than that on each driving wheel of the ordinary 16 x 24-inch American pattern passenger locomotive, we think the track could carry such an engine without damage.

We enclose printed accounts of the performance of similar locomotives on grades ranging from 23 to 68 feet per mile. We estimate that a "Consolidation" locomotive having 88,000 lbs. on driving wheels could haul a load of 465 gross tons of cars and lading up a grade of 80 feet per mile, or 275 gross tons of cars and lading up a grade of 132 feet per mile, exclusive of the resistance of curves, track and cars being in good condition.

Very truly yours,

BURNHAM, PARRY, WILLIAMS & CO.

A. L. LIGHT, Esq.,

Engineer-in-Chief, Government Railways,
Quebec.*"Consolidation" Engine.*

This engine has four pairs of driving wheels of 4 feet in diameter, with a Bissel or radial truck; cylinder 20 x 24 inches; weight of engine, in working order, about 100,000 lbs.; weight on driving wheels, about 88,000 lbs.; weight on each wheel, about 11,000 lbs. Capacity—Can haul 465 gross tons of cars and lading up a straight grade of 80 feet per mile, and 275 tons of cars and lading up a straight grade of 132 feet per mile.

"Mogul" Engine.

This engine has three pairs of driving wheels of 4 feet 6 inches diameter, with a four-wheeled truck; cylinders 18 x 24 inches; weight of engine in working order, about 80,000 lbs.; weight on driving wheels, about 66,000 lbs.; weight on each wheel, about 11,000 lbs. Capacity—Can haul about 340 gross tons of cars and lading up a straight grade of 80 feet per mile, and about 200 gross tons of cars and lading up a straight grade of 132 feet per mile.

Edgar versus Caron.

APPENDIX D.

Quebec and Lake St. John Railway—Abstract of Curves from Quebec to Lake St. John.

Number of Curves.	Miles in Length.	Radius.	Deflections.	Number of Curves.	Miles in Length.	Radius.	Deflections.
3	0 53	600	268.30	1	0 12	2,050	18.25
20	3 06	700	1,322.30	1	0 19	2,200	27.00
1	0 14	764	57.15	1	0 15	2,292	27.46
5	0 67	800	253.30	1	0 24	2,500	8.00
1	0 08	819	29.20	2	0 60	2,600	77.15
1	0 11	900	38.00	21	6 98	2,800	755.45
5	0 86	955	273.24	8	2 05	2,865	199.33
76	12 09	1,000	3,672.35	1	0 68	3,820	54.22
2	0 42	1,146	111.00	1	0 46	4,912	28.00
6	1 12	1,200	282.15	1	0 27	5,000	13.00
129	19 84	1,400	4,276.10	1	0 17	5,730	9.00
7	1 25	1,433	264.28	1	0 37	9,850	11.00
5	1 19	1,600	226.00	2	0 95	10,000	29.00
3	0 92	1,800	153.45	2	0 17	11,459	7.00
7	1 60	1,910	268.28				
38	7 72	2,000	1,168.30	344	65.00	.....	13,930.46

RECAPITULATION.

Miles of curvature.....	65
Miles of tangent.....	114
Total.....	179
Curvature per mile.....	778.49
Percentage of curvature.....	0.36

Exhibit "L J" 12, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

To the Honourable Sir CHARLES TUPPER,
Minister of Railways and Canals.

The petition of the undersigned respectfully represents:—

That the county of Chicoutimi contains more than 5,000,000 acres of land fit for cultivation, and that the valley of Lake St. John alone can maintain a population of several hundreds of thousands. That in view of its extent, its resources and its fertility, that valley is destined to become the granary of the province of Quebec. That unfortunately the colonization of that vast territory is impeded and even paralysed by the lack of free communication with the great centres.

That the Dominion Government is not unaware of the importance of that tract of country, and of the advantages offered by it for colonization, having already granted a subsidy to assist in the construction of a railway from Quebec to Lake St. John.

That the progress of colonization in the valley of Lake St. John would be much more rapid and effective if there was also a railway from Lake St. John to Chicoutimi and St. Alphonse, and that, in fact, the construction of such a railway is indispensable to the thorough opening of the whole Saguenay and Lake St. John district for colonization.

That such a railway, passing through a large part of the county of Chicoutimi, would especially favour the colonization of the territory lying to the north of Lake St. John, and would connect the whole valley with two important parts of the River Saguenay—the town of Chicoutimi, the county seat, and St. Alphonse.

That, further, such a railway, which would connect with the Quebec and Lake St. John Railway, would connect the whole county of Chicoutimi, throughout the year, with the city of Quebec, and during six or seven months of the year with the Intercolonial Railway at Rivière du Loup, and also with nearly all the counties on both shores of the St. Lawrence below Quebec, and with Quebec itself, by means of a regular line of steam vessels from Chicoutimi.
 ○ ○ That the length of the railway would be about 48 miles from Lake St. John to Chicoutimi, and ten miles more to St. Alphonse.

That at the last session of the Legislature of the Province of Quebec a company was incorporated under the name of The Saguenay and Lake St. John Railway Company, by a special Act then passed.

That that company has already had a complete survey made from St. Alphonse to Lake St. John, and that an advantageous line has been found.

That your petitioners venture to hope that, in the interests of colonization and of trade, the Dominion Government will, during the present session, make a sufficient grant to ensure the construction of the railway.

J. A. GAGNÉ,
 J. E. A. DE ST. GEORGES,
 and 30 other names.

OTTAWA, 1st March, 1884.

Exhibit "LJ" 13 for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
 Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 19th July, 1884.

A. P. BRADLEY, Esq.,

Secretary Department Railways and Canals, Ottawa.

SIR,—I am directed to enclose, for the information of the department, a copy of a resolution of the board of directors of this company, adopted at a meeting held on the 10th instant, transferring to Messrs. Ross & Co., of Quebec, the subsidy payable by the Dominion of Canada, at the rate of \$3,200 per mile, upon 10 miles of this railway, from station No. 2186 at Lake Simon, to station No. 2714, near the Rivière à Pierre.

Will you please note this transfer in your books, and acknowledge receipt?

I have the honour to be, sir, your obedient servant,

J. G. SCOTT, *Secretary.*

Edgar versus Caron.

EXTRACTS from the minutes of a meeting of the directors of the Quebec and Lake St. John Railway Company, held at Quebec, on Thursday, 10th July, 1884, at 2 p.m.

Present :

T. LE DROIT, President.
S. PETERS, Vice-President.
HON. D. A. ROSS.
R. P. VALLÉE.
T. A. PIDDINGTON.

Proposed by S. Peters, seconded by Hon. D. A. Ross,

That the subsidy of the Dominion of Canada of \$3,200 per mile for 10 miles of this railway, from station 2186, at Lake Simon, to station 2714 near the Rivière à Pierre, is hereby transferred to Messrs. Ross & Co., of Quebec, as security for advances to be made to complete the said 10 miles, with authority to them to receive payment of the same from the Government when due. And that a copy of this resolution be transmitted to the Honourable the Minister of Railways and Canals, at Ottawa.—Carried.

A true extract from the minutes.

J. G. SCOTT, *Secretary.*

Exhibit "LJ" 14 ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 8th April, 1885.

A. P. BRADLEY, Esq.,
Secretary Department Railways and Canals.
Ottawa.

SIR,—As requested, in response to Mr. J. G. Scott's application under cover 35143, dated 15th November last, for the payment of the subsidy on the second 10-mile section south of St. Raymond, I despatched Mr. Ridout to examine the work and report. He has done so, and I submit herewith copy of his report, from which it appears that the section is not completed according to the requirements of the contract, there yet remaining to be done the formation of every embankment, and iron pipe and masonry culverts, as well as ballasting. The work executed is well done and of good class. Mr. Ridout reports considerable work done on the third 10-mile section, which would indicate an intention of further prosecuting the work. The work executed on this third 10 mile section, Mr. Ridout informs me, is very considerably in excess in value to the work remaining to be done on the second 10 mile section upon which payment of the subsidy is asked. The subsidy allotted to this second 10 mile section is \$37,027.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager Govt. Rlys.
301

(Copy.)

OTTAWA, 4th April, 1885.

COLLINGWOOD SCHREIBER, Esq.,

Chief Engineer Government Railways.

SIR,—In obedience to your instructions, I inspected on the 18th ult. the second ten miles section of the Quebec and Lake St. John Railway extending from the 10th to the 20th mile north of St. Raymond;

And now beg to report that the curves and gradients, as far as I could judge without actual instrumental measurements, conform to the requirements of the specification and the plan and profile of location approved by Order in Council dated 16th March, 1885.

Owing to the great depth of snow I was unable to see the exact width of the embankments, but have no reason to doubt they are of the required width of 15 feet; there are, however, some settlements which will be made up in spring. The cuttings are of the full width of 20 feet and over, except a rock one at 20 $\frac{3}{4}$ mile, which is 18 feet, and at this a snow shed will be necessary; also another rock cutting at 22 $\frac{1}{2}$ miles of 19 feet.

The culverts are of masonry and iron pipes under banks of 12 feet depth, the remainder being of timber. The most important bridge is one over the Black River, 15 $\frac{1}{2}$ miles, a through Howe truss 100 feet span of good construction, resting on first class masonry abutments of stone from the Terrebonne quarries. The superstructure was about finished at the time of my visit, but the track had not then been transferred from the temporary trestle to the permanent bridge. I presume, however, that it is now in place.

The other structures on this section are as follows:—

On 11 mile—Two timber spans of 12 feet, each 12 feet high on rock foundation. 13·16 mile—One timber span of 12 feet, 15 feet high. 14 $\frac{1}{2}$ —Trestle 25 feet long and 20 feet high. At this point a stone culvert in cement 6' x 4' has been built, and the trestle will be filled in. 17 mile—Trestle 200 feet long by 20 feet high. An iron pipe 3 feet diameter, now delivered on ground, is to be put, and the trestle filled at early date. 17 $\frac{1}{2}$ —Trestle 200 feet long, 35 feet high. A dry masonry culvert 5' x 4' has been built, having rock filling on both sides; this embankment will also be completed early this season. 19·6—Temporary trestle 50 feet long, and 12 feet high, a timber structure of 12 feet, opening is to be erected at this point.

The track has been laid throughout this section with 56-lb. steel rails, having one angle and one common fish-plate at each point; the ties are of tamarack and cedar.

I was unable to see the ballasting, on account of the snow, but the engineer, Mr. Cadman, informed me that about 6 miles had been ballasted, and that the balance would be completed early in spring. I observed several very fine ballast pits, at two of which there were steam shovels, ready to commence work again as soon as the weather will permit. As most of the banks on this section are comprised of sand and gravel, of which there is a plentiful supply, the track can be put in very good condition in a month or so after the snow is off the ground.

There is a log building and turntable at Lake Simon, about the 10th mile, and four sidings between the 10th and 20th mile.

I walked two miles beyond the end of the section above referred to, as far as the Rivière à Pierre, and found a good force of men and horses at work.

Edgar versus Caron.

The grading on these two miles is well advanced. At the Rivière à Pierre there is to be a 150 feet through iron bridge, now being constructed at the works of the Dominion Bridge Company at Lachine; the foundations for the abutments are being prepared, and about one half of the stone required has been dressed and delivered on site from quarry in vicinity.

I attach hereto a memorandum handed to me by Mr. Scott, the manager of company, of the work done and force now employed from the 20th to 34th mile, together with profile thereof.

I am, sir, your obedient servant,

THOMAS RIDOUT.

QUEBEC, 19th March, 1885.

Memorandum of work done on the Rivière à Pierre 20 to 30 miles division, the 10 miles north of the section just completed.

Earth	30,000 c. yards.
Rock.....	4,000 “
Culvert masonry.....	200 “
Bridge stone prep.....	200 “
Clearing	90 acres.
Ties.....	8,000 “
Rails.....	300 tons
Fastenings.....	12 “
Large shanties—stones	14 “
Large stables.....	4 “
Small stables—shanties	9 “
Portage road built.....	25 miles.
Provision, hay, oats, dualine, Government.	\$15,000

There are about 350 men at work on this division, with 75 horses, 4 gangs in rocks, 9 in earth, 4 clearing, and the others at culverts, &c.

This railway is undoubtedly one of the most important of those subsidized by the Dominion. Three-fourths of its length of 175 miles passes through Crown lands rich in timber, which when opened up by the railway will furnish an enormous traffic in lumber, and employment for a vast number of workmen. Although only one-third of the line is built, there are now about 1,000 men employed in lumbering, where formerly there was no employment for labour. During the past twelve months the road has transported 8,130,000 feet B.M. lumber, 3,000,000 feet square timber; 17,144 cords of firewood, 503 cars of spars, tan bark and other goods, and 50,388 passengers.

When the line reaches the vicinity of Lake St. John it will open up a rich agricultural country capable of sustaining a population of a million, and of growing wheat and all cereals to great advantage. This district has already a population of 40,000. It is to be regretted that the resources of the enterprise are so limited, as it is most desirable that the railway should be completed at the earliest date possible.

QUEBEC AND LAKE ST. JOHN RAILWAY.

ST. RAYMOND TO LAKE ST. JOHN—145 MILES.

Estimate of cost, exclusive of station buildings, workshops, water service, &c., &c., rolling stock and equipment and engineering, submitted by company, 2nd and 8th Nov., 1883—Nos. 32643 and 32691.

SECTIONS.		Estimated Cost.	Percentage of Whole.	Proportions of Total Subsidy payable on completion of each Section.
		\$		%
1	St. Raymond to 10th mile.	152,192	7.61	35,310
2	10 to 20	159,523	7.98	37,027
3	20 " 30	165,331	8.27	38,373
4	30 " 40	119,990	6.00	27,840
5	40 " 50	131,690	6.58	30,532
6	50 " 60	117,890	5.89	27,330
7	60 " 70	115,340	5.77	26,773
8	70 " 80	124,750	6.24	28,953
9	80 " 90	185,470	9.27	43,012
10	90 " 100	149,650	7.48	34,707
11	100 " 110	112,490	5.62	26,077
12	110 " 120	127,390	6.37	29,557
13	120 " 130	133,570	6.67	30,949
14	130 " 140	132,370	6.61	30,670
15	140 " 145	72,855	3.64	16,890
		\$2,000,441	100.00	\$464,000

SUBSIDY—145 miles, at \$3,200 per mile. \$464,000

Exhibit "LJ" 15, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 22nd April, 1885.

On a memorandum dated 17th April, 1885, from the acting Minister of Railways and Canals, representing that an inspection has been made by the proper officers of a further portion of the subsidize line of the Quebec and Lake St. John Railway Company between St. Raymond and Lake St. John, such portion being the second 10-mile section north from St. Raymond.

The Minister, on the reports dated the 8th and 16th inst., from the chief engineer of Government railways, to the effect that the work on this section is completed so far as to enable the section to be opened for public traffic with safety, and that the amount of the subsidy allotted thereto is \$37,027, recommends that authority be given for the payment to the company of the sum named.

The committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

Edgar versus Caron.

Exhibit "LJ" 16, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY,
QUEBEC, 9th September, 1885.

A. P. BRADLEY, Esq.,
Secretary Railway Department, Ottawa.

DEAR SIR,—We have transferred to Messrs. Ross & Co., by deed before notary, the subsidy payable by the Dominion upon thirty miles of this railway, from station 2714, near the Rivière à Pierre, to station 4298, opposite the island of Lake Edward.

Ross & Co. wish to authorize the Quebec Bank to draw the money, and ask us to execute a power of attorney (on your printed form) in favour of the bank for that purpose.

Should not the power of attorney be executed by Ross & Co., they being already in possession of a transfer of the subsidy?

If not, if it is to be executed by the company, will there be any objections to our stating on the power of attorney that it is for the subsidy from station 2714 to station 4298? I ask this because your printed form says no additions must be made.

As I have a meeting of the directors at 3 p.m. to-morrow, to close the matter, would you kindly wire me an answer to these two questions?

Yours truly,

J. G. SCOTT.

Exhibit "LJ" 17, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

THE QUEBEC BANK, OTTAWA, 11th September, 1885.

A. P. BRADLEY, Esq.,
Secretary Department of Railways and Canals.

SIR,—I have the honour to inclose a receipt from Messrs. Ross & Co., Quebec, to be placed on file in your office. Please favour me with an acknowledgment.

I am, sir, your obedient servant,

S. PIDDINGTON,
pro Manager.

Exhibit "LJ" 18, for the Crown; filed 21st September, 1892.

GUS. HAMEL,
Clerk, R. C.

OTTAWA, 7th September, 1885.

COLLINGWOOD SCHREIBER, Esq.,

Chief Engineer Government Railways.

SIR,—In obedience to your instructions I inspected during the last week the third ten miles section of the Quebec and Lake St. John Railway, extending from the 20th to 30th mile north of St. Raymond, and now beg to report—That the curves and gradients, as far as I could judge without actual instrumental measurements, conform to the requirements of the specification and to the plan and profile of location approved by Order in Council of 16th March, 1885

Clearing. The soil has been cleared to a width of 50 feet on each side of the centre line.

Cutting and bank. The width of rock cutting at formation is 20 feet, the width of earth 24 feet, and embankment 15 feet.

Culverts. The culverts are for the most part stone box, the smaller ones being built dry and the larger with Portland cement, and are of a substantial character; in the light banks timber has been used, but of which there are not many.

Bridges. At 22½ mile—A steel through truss 150 feet clear span—the abutments of first class masonry of granite, laid on Portland cement. At 25½ mile—Steel girder, 30 feet span, masonry abutments. At 25¾ mile—Steel girder, 30 feet span, masonry abutments.

These bridges were constructed by the Dominion Bridge Company and are of very ample strength.

28½ mile.—Trestle (temporary) 400 feet long and 16 feet average height; at this point a dry stone culvert has been built, and the whole will be filled in with solid embankment in about a fortnight.

Permanent way. The track through this section has been laid with 56-lb. steel rails, having one angle and one plain fish-plate at each joint.

The ties are of tamarack and cedar.

The line has been fully ballasted up to the 28th mile, and the remaining two miles will be completed in a short time, as two ballast trains are at work; the banks, however, are composed of good gravel, and the track up to the 30th mile is in very good shape.

Sidings. 22 mile—Two permanent sidings, in all 1,500 feet.
25 mile—Ballast siding, in all 1,000 "
30 mile—Permanent siding, in all 800 "

At 22 mile there is a temporary engine shed for two locomotives, with tank and pumping engine and small repairshop.

The work on the next section up to the 40th mile is well advanced; the track has been laid to the 35th mile, and it is expected to have the line fully completed to the 40th mile by the end of October.

Edgar versus Caron.

Mr. Cadman, the engineer of the company, furnished me with a profile showing the state of the work on the latter section, which I hand in herewith. Rail and fastenings sufficient to lay to the 50th mile are now delivered on the line, to which point the company expect to have the track laid before the close of the present season.

The location, however, has not been approved beyond the 31st mile, as the company have not yet re-submitted the plans and profiles. I called the attention of Mr. Scott to this, as the contract provides that the location shall be approved by the Government before work is commenced on any section. See memo. on back of No. 36422.

There are at present in use in construction 2 steam shovels, 3 locomotives, 41 flat cars and 2 box.

No station buildings of a permanent character have been erected on the section between the 20th and 30th mile, but as the country here is totally unsettled, there is, of course, no immediate use for any, and the erection of them might well be postponed until the proper sites are further developed. Station buildings.

In conclusion, I may add that this railway is now being worked for traffic by the company up to Lake Simon, a point 10 miles north of St. Raymond and 46 miles from Quebec, the whole of which, and up to the point now specially reported on, is in very good condition.

The rolling stock now in use for traffic consists of 3 locomotives, 2 first class passenger cars, 2 second class passenger cars, 2 baggage and mail, 2 vans, 8 box cars, 80 platform, 2 snow ploughs and 7 hand cars.

I am, sir, your obedient servant,

THOMAS RIDOUT.

NOTE.—For proportion of subsidy payable on each section, see report of 4th April, 1885.

(Copy.)

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 12th September, 1885.

SIR,—Mr. Ridout has inspected the section of the Quebec and Lake St. John Railway between the 20th and 30th miles next from St. Raymond, with a view to payment of the subsidy applicable thereto. This section appears to have been constructed according to the requirements of the contract. No station buildings, however, have been erected on this section, but inasmuch as it is a dense forest, none really are wanted at present. I therefore think that under the terms of the subsidy contract, the subsidy of \$38,373 applicable to this section has been earned, and the company may be considered entitled to receive it.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 19, for the Crown ; filed 21st September, 1892.

(Copy.)

GUSTAVE HAMEL,
Clerk R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by the Honourable the Deputy Governor in Council on the 15th September, 1885.

On a memorandum dated 14th September, 1885, from the acting Minister of Railways and Canals, representing that under date the 12th instant the chief engineer of Government railways has reported to the effect that an inspection of a further ten mile section of the subsidized line of the Quebec and Lake St. John Railway has been duly made.

The Minister further represents that such section lying between the 20th and 30th miles west from St. Raymond has been built according to the requirements of the contract with this company. No stations have, however, been erected, the road passing through a dense forest where none are yet needed.

The Minister, on the advice of the chief engineer, recommends that authority be granted for the payment to the company of the amount of their subsidy apportioned to the section in question, namely \$38,373.

The committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,
Clerk of the Privy Council.

Exhibit "LJ" 20, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY,
QUEBEC, 21st September, 1885.

A. P. BRADLEY, Esq.,
Secretary Railway Dept., Ottawa.

SIR,—I beg to inclose notarial copies of the following transfers of subsidies payable by the Government to this company.—TESSIER, N.P.

Aug. 24th
1888.

Transfer in favour of Ross & Co., of \$70,000, out of the special subsidy of \$96,000. Statute of 1885.

Aug. 24th.

Transfer in favour of Honourable J. G. Ross, as president of the Quebec and Lake St. John Railway Lumbering and Trading Co., of \$26,000 out of the special subsidy \$96,000.

Sept. 14th.

Transfer in favour of Ross & Co., of \$32,000, being the subsidy upon 10 miles, from station 3770 to 4298.

Please acknowledge receipt.

Your obedient servant,
J. G. SCOTT, Secretary.

Edgar versus Caron.

Exhibit "LJ" 21, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY LUMBERING AND TRADING COMPANY,
QUEBEC, 10th October, 1885.

A. P. BRADLEY, Esq.,
Secretary Railway Department, Ottawa.

SIR,—I beg to inclose a copy of a resolution of the board of directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, transferring to the Quebec Bank the subsidy to the extent of \$26,000 transferred to me in my capacity as president of that company, on the 24th August last, by deed before Tessier, N.P., a copy of which deed was duly forwarded to you.

Please acknowledge receipt.

I have the honour to be, sir, your obedient servant,

JNO. G. ROSS, *President.*

QUEBEC, 6th October, 1885.

EXTRACT from the minutes of a meeting of the directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, held at Quebec on the 6th October, 1885 :

Proposed by E. Beaudet, seconded by Hon. P. Garneau,—

"That the portion of the special subsidy of \$96,000 voted to the Quebec and Lake St. John Railway by the Dominion Parliament in 1885, amounting to \$26,000, transferred to the Hon. J. G. Ross, in his capacity of president of this company, by deed Tessier, N.P., dated 24th August 1885, be and is hereby transferred to the Quebec Bank, as security for advance to be made to this company, with authority to the said bank to receive payment of the same when due."—Carried.

A true exact from the minutes.

Secretary.

Exhibit "LJ" 22, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 9th November, 1885.

A. P. BRADLEY, Esq.,

Secretary Department of Railways and Canals.

SIR,—Mr. Ridout has inspected the section of the Lake St. John Railway from the 30th to the 40th mile north of St. Raymond in response to the company's application for the payment of the subsidy applicable to this 10-mile section, and he reports the work to have been executed according to the

conditions of the contract, and that the road is in good running order. No stations have, however, been erected, and as the line runs through a dense forest, he is of opinion none are needed at present. The subsidy applicable to this section amounts to \$27,840, which may be claimed to have been earned.

Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 23, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 16th November, 1885.

On a memorandum dated 9th November, 1885, from the Minister of Railways and Canals, representing that under date the 9th inst. the Government chief engineer of railways has reported in relation to the fourth 10-mile section of the subsidized line of the Quebec and Lake St. John Railway, namely, from the beginning of the 30th to the beginning of the 40th mile north of St. Raymond, that the work has been executed according to the conditions of the contract, and that the road is in good running order; the amount of the subsidy applicable to this section he sets down as \$27,840.

The Minister recommends that authority be given for payment accordingly.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 24, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL, R.C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
OTTAWA, 11th January, 1886.

A. P. BRADLEY, Esq.,

Secretary, Department Railways and Canals.

SIR,—The secretary of the Quebec and Lake St. John Railway having applied for an inspection of the section of their road between the 40th and 50th miles north of St. Raymond, with a view to the payment of the subsidy applicable thereto, I have the honour to report that Mr. Ridout has examined the section above referred to, and reports the location to be in conformity with the requirements of the contract, and that the work executed to be well done and of good quality, except that a few wooden culverts have been introduced which is not admissible under the contract and that the following work remains to be done to complete the section :—

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1st. The erection of an iron bridge over the Mequiq River, a 60-feet span, the bridge being at the site.

2nd. The filling of 60 feet of temporary trestle and making up slacks in embankments.

3rd. Seven miles are only partially ballasted.

4th. That the wooden culverts require to be taken out and replaced by masonry or iron pipes.

5th. Water services not provided.

The cost of executing the works remaining to be done and the substitution of masonry for wooden culverts is estimated by Mr. Ridout at \$6,000.

I may mention that there are no station buildings erected, but as the road passes through a dense forest they will not be required for some time to come. The rolling stock provided consists of:—

- 4 Locomotives.
- 2 1st class passenger cars.
- 2 2nd class passenger cars.
- 2 baggage and mail cars.
- 2 Vans.
- 8 Box cars.
- 80 Platform cars.
- 2 Snow ploughs.

The amount of subsidy applicable to this section is:—

	\$30,532 00
Value of work remaining to be done.....	6,000 00
	\$24,532 00

This balance of \$24,532.00 I consider might safely be paid.

I am, sir, your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

Exhibit "LJ". 25, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY,
QUEBEC, 12th January, 1886.

A. P. BRADLEY, Esq.,
Secretary, Department of Railways, Ottawa.

SIR,—On behalf of the Quebec and Lake St. John Railway Company, I beg to make application to enter into an agreement with the Government with reference to that portion of the Quebec and Lake St. John Railway extending from its junction with the North Shore Railway to St. Raymond, subsidized by Act 48-49 Vic. chap. 59.

I have the honour to be, sir, your obedient servant,

J. G. SCOTT, *Secretary.*

Exhibit "LJ" 26, filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 18th January, 1886.

On a memorandum dated 13th January, 1886, from the Minister of Railways and Canals, submitting a report dated 11th January, inst., from the Government chief engineer of railways, to the effect that an inspection has been made by the proper officer of a further section of ten (10) miles of a subsidized line of the Quebec and Lake St. John Railway, namely, between the 40th and 50th mile north of St. Raymond, the location up to the 54th mile having been approved by an Order in Council of the 7th November last, and that the subsidy applicable to this section is \$30,532, but that work to the value of \$6,000 still remains to be done, he advises that the sum of \$24,532 may safely be paid.

The Minister, on the report of the chief engineer, recommends that authority be given for payment of the above amount, namely, twenty-four thousand five hundred and thirty-two dollars (\$24,532).

The committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,

Clerk, Privy Council.

Exhibit "LJ" 27, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 28th January, 1886.

On a memorandum dated 25th January, 1886, from the Minister of Railways and Canals, submitting that at the last session of Parliament the following subsidy was voted:—

"To the Quebec and Lake St. John Railway Company, for a line of railway from its junction on the North Shore Railway to St. Raymond, upon condition of the company extending their road to a point fifty (50) miles north of St. Raymond, a subsidy not exceeding \$3,200 per mile, nor exceeding in the whole \$96,000."

And that under date the 12th instant the company have applied to enter into contract with a view to obtaining this subsidy, and have furnished plans of the road.

The Minister further submits a report dated 23rd January, instant, from the Government chief engineer, to the effect that the distance between the points named is thirty-one (31) miles, that the sharpest curve is found to be 7°, or 819 feet radius, and the maximum grade 132 feet per mile; further, that the road is already constructed and has been in operation several years.

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The Minister recommends that the draft agreement herewith, containing the descriptions, specifications and conditions thereof, be approved, that the location shown on the plans furnished, a copy of which is attached hereto, be also approved, and that he be authorized to sign the said draft agreement on behalf of the Government, the company having extended their road to a point fifty (50) miles north of St. Raymond, as required by the subsidizing Act.

The committee submit the same for your Excellency's approval, and they advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

SPECIFICATIONS AND DESCRIPTION.

1st. The railway shall be a single track line, with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradients and curvatures shall be the best the physical features of the country will admit of, the maximum grade not to exceed one hundred and thirty-two feet to the mile, and the minimum curvature not to be of less radius than eight hundred and nineteen feet.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty feet on each side of the centre line; all brush and logs must be completely burnt, and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. Through settlements, the railway must be inclosed with substantially built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be, for rock, eighteen feet; for earth, twenty feet; embankments, fifteen feet.

9th. Efficient drainage must be provided by open ditches and under drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended; piers and abutments of truss bridges must be of massive masonry, except abutments of bridge over Little River at second mile north of junction with the North Shore Railway, which may be of pine timber cribwork, filled with stone; and culverts under embankments over twelve feet in height must be of well built, strong second-class masonry or iron, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion. Culverts under embankments less than twelve feet in height may be of pine wood. Superstructure of truss bridges may be of wood.

11th. The rails shall be of steel, weighing not less than fifty pounds per lineal yard, of approved pattern, and with the most approved fish-plate.

12th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be eight inches face by six inches thick, and eight feet long, 2,600 to the mile.

13th. Sufficient siding accommodation, stations, tanks, turntables or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic, shall be provided by the company.

14th. Sufficient rolling stock necessary to accommodate and conduct promptly and efficiently the traffic and business of the line shall be provided by the company.

THIS CONTRACT AND AGREEMENT, made the day of in the year one thousand eight hundred and eighty-six,—

BETWEEN Her Majesty the QUEEN, acting in respect of the Dominion of Canada, and herein represented by the Honourable JOHN HENRY POPE, Minister of Railways and Canals, of the first part, and the QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY, of the second part ;

WITNESSETH that whereas it is, in and by an Act passed in the session of the Parliament of Canada held in the forty-eighth and forty-ninth year of Her Majesty's reign, chaptered fifty-nine, and intituled : " An Act to authorize the granting of the subsidies therein mentioned in aid of the construction of certain railways," amongst other things, in effect enacted : " That the Governor in Council may grant to the Quebec and Lake St. John Railway Company, for a line of railway from its junction on the North Shore Railway to St. Raymond, upon the condition of the company extending their road to a point 50 miles north of St. Raymond,—

A subsidy not exceeding three thousand two hundred dollars per mile nor exceeding in the whole ninety-six thousand dollars, the said railway to be commenced within two years from the first day of August, A.D. 1885, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and to be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council, on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government ; the location of such line of railway to be subject to the approval of the Governor in Council, the said subsidy to be payable out of the consolidated revenue fund of Canada by instalments, on the completion of each section of the railway of not less than ten miles, proportionate to the value of the portion so completed in comparison with that of the whole work undertaken, to be established by the report of the said Minister.

Provided always, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting the line of railway so subsidized, as the Governor in Council may determine.

AND WHEREAS the Governor in Council has duly approved of the descriptions, conditions and specifications hereto annexed, marked " A," as the descriptions, conditions and specifications for the construction of the railway from the junction of the Quebec and Lake St. John Railway on the North Shore Railway to St. Raymond, and of the location thereof.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, " The Quebec and Lake St. John Railway Company" covenants and agrees to and with Her Majesty, Her heirs and successors, in manner following, that is to say :—

1. That the company have already built a line of railway from the junction of the Quebec and Lake St. John Railway, on the North Shore Railway to St. Raymond, the points and route and course being shown on the map filed in

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the Department of Railways and Canals, marked "B," and all bridges, culverts and works appurtenant thereto, and have completed the said line of railway, bridges, culverts, and performed all engineering services, whether in the field, or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the company have satisfied the said Minister as to their compliance with the condition mentioned in the Act above mentioned of extending their road to a point 50 miles north of St. Raymond.

3. That the gradients and alignments are the best that the physical features of the country admit of, in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the company have furnished profiles and plans of the whole line of railway herein subsidized, such profiles and plans have been approved by the Governor in Council, and before any payments are made, the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

6. That the company will truly and faithfully keep the said line of railway and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the company have completed the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A," and upon a line of location approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway, as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character, shall be the property of the company.

IN WITNESS WHEREOF, "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto, and these presents to be signed by the president and by the secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the secretary of the Department of Railways and Canals.

Signed by the president and by the secretary of the said company, the corporate seal of the company having been hereto affixed, in the presence of _____

Signed and sealed by the Minister and by the secretary of the Department of Railways and Canals, in the presence of _____

Minister of Railways and Canals.

Secretary

Exhibit "LJ" 28, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

. OTTAWA, 11th February, 1886.

A. P. BRADLEY, Esq.,
Secretary Department Railways and Canals,
Ottawa.

SIR,—By the 48th Victoria, chapter 59, a subsidy was granted to the Quebec and Lake St. John Railway Company, the conditions of which are as follows, viz.:—"To the Quebec and Lake St. John Railway Company, for a line of railway from its junction on the North Shore Railway to St. Raymond, upon condition of the company extending their road to a point 50 miles north of St. Raymond, a subsidy not exceeding \$3,200 per mile, nor exceeding in the whole \$96,000."

I have the honour to report that the track is laid for a distance of 50 miles north of St. Raymond, and although the road is not absolutely at present completed according to contract, the road being in running condition for the 50 miles north of St. Raymond, it appears to me may be accepted as a fulfilment of the spirit of the Subsidy Act granting the \$96,000. At the date of the passing of the Act the section of 31 miles from the junction of the North Shore Railway to St. Raymond was completed and had been in operation some time. I therefore consider the subsidy of \$96,000 has been earned.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 29, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 17th February, 1886.

On a memorandum dated 12th February, 1886, from the Minister of Railways and Canals, submitting that by the Act 48-49 Vic., cap. 59, a subsidy not exceeding \$96,000 was authorized to be granted to the Quebec and Lake St. John Railway Company for a line of railway from its junction on the North Shore Railway to St. Raymond, such grant to be conditioned on the company extending their road to a point 50 miles north of St. Raymond, and that under date the 28th of January an Order in Council was passed authorizing entry into contract for this work, and on the 10th instant such contract was duly executed.

The Minister represents that under date the 11th instant the Government chief engineer has reported to the effect that the road for the 50 miles north of St. Raymond is in running condition, and may be accepted as a fulfil-

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ment of the condition referred to in the Act; further, that the section of 31 miles now subsidized, extending from the junction of the North Shore Railway to St. Raymond, was completed and in operation prior to the passage of the Act. The said subsidy of \$96,000 has therefore, he considers, been earned.

The Minister recommends that authority be given for its payment to the company.

The committee advise that authority be granted accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 30, for the Crown; filed 21st September, 1892.

GUST. HAMEL,
Clerk, R. C.

DEPARTMENT RAILWAYS AND CANALS,

MINISTER'S OFFICE, 4th March, 1886.

Honourable J. H. POPE,
Minister of Railways.

MY DEAR MR. POPE,—I beg to inclose to you the petition of the Quebec and Lake St. John Railway, which has been placed in my hands for the purpose of transferring it to you.

Believe me yours truly,

ADOLPHE P. CARON.

QUEBEC AND LAKE ST. JOHN RAILWAY,

QUEBEC, 2nd March, 1886.

To the Honourable J. H. POPE,
Minister of Railways, Ottawa.

SIR,—I am directed respectfully to repeat the application made to the Dominion Government on the 26th of January, 1885, that the subsidy voted to the Quebec and Lake St. John Railway may be increased to \$6,000 per mile upon the whole mileage of 180 miles from Quebec to Lake St. John. In support of this application, the directors respectfully urge the following facts:—

1. That this railway has now become an important feeder to the Canadian Pacific Railway by the recent extension of the latter to the port of Quebec.

2. That it will open up a rich agricultural and lumbering country, containing, in the area between the Saguenay and St. Maurice rivers, some 28,000,000 acres of valuable land, capable of sustaining a population of over a million, and already containing some 40,000 inhabitants, who, owing to their isolation, have not so far benefited by any of the public works or public expenditure of the country.

3. That this railway must eventually form part of a line to James Bay, opening up a territory 300 miles further south than Hudson's Bay, the value of which for fishing, mineral and agricultural purposes has been, heretofore much underestimated. And for this reason the railway has an inter-provincial instead of a merely local character.

4. That the railway has already been productive of inestimable advantages to the country through which it runs; settlement and industries progressing rapidly, and lumbering operations, previously unknown in that district, now furnishing employment to some 1,500 persons, a rate of progress, which, if continued, will in a very few years build up another district like the Eastern Townships in the northern part of the province.

That for all these reasons this enterprise has special claims, which cannot be urged in favour of any of the others with which it has hitherto been ranked by Dominion legislation, and may in many respects be considered as a work which should be undertaken by Government.

The total distance from its junction with the C. P. R., four miles west of Quebec, to Lake St. John, is 175 miles, or, adding 5 miles for extension to deep water at Lake St. John, 180 miles.

The mileage completed from the junction to the island of Lake Edward is 82 miles, leaving 98 miles still to construct.

The present cash subsidies are:—

Dominion of Canada, 175 miles, at \$3,200.....	\$ 560,000
Province of Quebec, 170 “ 5,000.....	850,000
City of Quebec, \$450,000, less interest & discount..	400,000
	\$1,810,000

or, as nearly as possible, \$10,000 per mile, besides a land grant of 5,000 acres per mile from the province of Quebec.

The cost of the road, which is difficult of construction, has been, so far, about \$22,700 per mile, partially equipped, and it is estimated that when fully equipped and stocked the whole line will cost about \$30,000 per mile. In completing the portion constructed, the company have had the benefit of a large amount of private capital, which cannot be calculated upon for the last half of the road, and of an advance from the province of Quebec out of future subsidies of \$148,000. It has also been necessary to expend, in order to complete the last 40 miles, the sum of \$96,000 voted by the Dominion last session for 30 miles previously constructed, which sum, according to the contract, should have been devoted towards building an independent entrance into the city of Quebec. Thus, some \$244,000 of the subsidies belonging to unfinished portions of the road have been unavoidably expended in completing the expensive central sections. The heaviest work on the whole line has still to be overcome, the bridging of the Batiscan River and earthwork on the summit section beyond Lake Edward being very expensive. It will be seen from this how essential it is that additional aid should be granted by the Dominion to enable the company to complete the main line, not to speak of the branches to Chicoutimi, to La Tuque and to St. Gabriel—100 miles in all—without which the wants of the present population will not be met, nor the traffic of the railway receive that impetus which is necessary to make the enterprise successful. If the subsidy be increased to \$6,000 per mile, as above stated, the company will undertake to complete the main line to Lake St. John during the summer of 1887; to build a new entrance through St. Ambroise into the city of Quebec, and to the Government works at the Louise docks; to extend the road five miles to deep water at Lake St. John; to put a steamer on Lake St. John, to bring all the parishes on the lake into communication with the railway, and to build the necessary wharves and lighthouses to ensure the safe navigation of the lake.

Edgar versus Caron.

The company did not insist upon pressing its claim last year on account of the heavy calls upon the Government from other railways and public works, but the directors trust that the claims of the enterprise will now be recognized, and that they may be put in a position to complete, without any further delay, a road which, with its branches, will form a great railway system, developing the whole of the valuable northern section of the province of Quebec.

Should the additional aid asked not be granted, the impossibility of getting more private capital than is already in the work, and the fact of the subsidies of the unfinished portion of the road having been to a large extent anticipated, will compel the company to suspend operations. Such a result would be greatly regretted throughout the province of Quebec, where this railway is looked upon as a national undertaking.

As requested by the Right Honourable the Premier, at the interview held with the directors this day, I beg to annex to this application copies of reports and statistics having reference to the country to be opened up by this railway.

I have the honour to be, sir,

Your obedient servant,

JAS. G. ROSS,

President.

REPORT OF A TRIP FROM LAKE ST. JOHN TO QUEBEC.

Through the Interior by way of the proposed Route for the Railway. Made by the Rev. J. E. Lizotte, Curé of Notre-Dame du Lac Saint-Jean (Roberval) and Messrs. Euloge Menard, merchant, and Horace Dumais, Provincial Land Surveyor, of the same place. (Extracted by permission from the Diary of the Rev. Mr. Lizotte.)

The party left Lake St. John in vehicles and drove to the new settlements which have recently been established on the shores of Lake Bouchette, a distance of 25 miles from Lake St. John. There they took two bark canoes and some men, and with the necessary provisions, tents and other equipments, started on their voyage. The following is a synopsis of their daily work:—

1st June, 1885.—Left Lake Bouchette in two canoes. Went through the lake and camped for the night six miles north of the head of Commissioners Lake.

2nd June.—On Commissioners Lake, thence up the Rivière Ouiatchouan, through a chain of lakes to Lac Ecarté, the head-waters of that river. Then made a portage of 20 acres to the head-waters of the Bostonais, Lake Najoualouank, which is 12 miles long; slept there.

3rd June.—Left Lake Najoualouank, made a portage of 28 acres and went up stream into a chain of lakes, then made a portage over the height of land to the waters of Lake Edward, and camped on the portage.

4th June.—Finished the portage of 28 acres, into a chain of lakes flowing into Lake Edward. Crossed Lake Edward at about two-thirds of its length, and made a portage of about 20 acres to the west. Left Lake Edward and got into a chain of lakes and into little Lake Ecarté, and camped there. Made only three-quarters of a day, being a holiday.

5th June.—Left little Lake Ecarté, and went down to the Vermillion River into Rivière Jeannotte and Lac Castor. Then down the river to the island of Lake Edward, near the forks.

6th June.—Left the river Jeannotte to portage the rapids to Lake Vermillion, thence into the Lac des Iles, and arrived at the mouth of the River Mequiq—which flows into the Batiscan from the East—at noon. Left the canoes there, for the men to take back to Lake St. John, and took to the grading of the railway which the party followed on foot, for a distance of 20 miles, to the end of the track at Rivière à Pierre, where Sunday was spent at the residence of the first settler, Mr. St. Onge.

8th June.—Took ballast train from Rivière à Pierre to Lake Simon, when the regular train took the party to Quebec, arriving there at 6 p.m.

The following is a description of the different points along the line.

LAKE BOUCHETTE

The country around this lake is partly divided into lots, composing the townships of Dablon and Dequen. Although it is only two years since the first settler came there from Lake St. John, four ranges have been taken up, work has already been done on over 100 lots, 10 families already reside there, and 15 additional families will winter there this year. The land is of a sandy loam, with some clay, of excellent quality, and well fitted for agriculture. The crops have succeeded well. The climate is very good. The timber is composed of spruce, white birch and other woods.

COMMISSIONERS LAKE.

Two families of settlers are already established here and have houses built. The land is of excellent quality, being a dark loam. There is a very large quantity of land available, especially to the east and south. To the west it is more hilly but good. The mountains are small and the land undulating. The climate is good, and the foliage was quite as well advanced as at Lake St. John. The timber is similar to that around Lake Bouchette. There is also some birch and tamarack.

COMMISSIONERS LAKE TO LAKE NAJOUALOUANK.

The country all along this distance is level and undulating. No mountains to be seen. The land is a yellow loam of good quality, and the timber long and good, and of the same description as before mentioned. At Lake Najoualouank there is a great deal of large tamarack. The lake is very beautiful and the trees have a fine appearance. The land is rocky in some places around the lake, but in other places there are no rocks at all.

LAKE NAJOUALOUANK TO LAKE EDWARD.

In crossing this height of land between the waters of Lake St. John and those of the St. Lawrence it was expected to have found steep mountains and a rough country, but instead the party found a level plateau, well timbered, the land consisting of a yellow loam, sandy in some places, but always fit for cultivation.

LAKE EDWARD AND THE ISLAND OF LAKE EDWARD.

The valley becomes larger and the country has a beautiful aspect, conveying the same impression as that produced by the country around Lake St. John. Fine trees of large and vigorous growth consisting of good merchantable spruce and very large birch and white birch, having the appearance of a park. The climate seems to be quite as good as at Lake St. John as the foliage was quite as far advanced and vegetation vigorous.

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The land is a little less undulating than in the parts above described, and is composed of a yellow sandy loam, very good for agricultural purposes. No mountains are to be seen, but only little elevations in the distance. These lands are not only at Lake Edward, but extend to the westward. Hunters say that at some distance from the lake there are considerable groves of maple. The appearance of the lake is very beautiful, its shores, islands and bays presenting a very attractive aspect. It is said to be finer in appearance than Lake Memphremagog, and is 18 miles in length by 50 miles in circumference.

RIVIÈRE JEANNOTTE.

The land and the timber in the neighbourhood of this river, which forms the western boundary of the Island of Lake Edward, are similar to those just described. Looking towards the St. Maurice, the land looks to be very level and well wooded, and descending the Jeannotte, which is a branch of the Batiscan the good land extends as far as the Rivière Mequiq.

RIVIÈRE MEQUIQ TO RIVIÈRE A PIERRE.

The country is mountainous, but is richly timbered with large timber, principally birch and spruce. At Rivière à Pierre, some of the land is fit for settlement.

SUMMARY.

The following may be deduced as a summary of the results of the exploration:—

LAND.

From the Rivière Mequiq to Lake St. John, two-thirds to three-fourths of the land may be said to be fit for settlement. The country is level and undulating, no mountains having been seen after leaving Lake St. John until the arrival of the party at the Rivière Mequiq. The soil is nearly altogether a good yellow loam; in some places sandy or rocky, but generally very fit for settlement. As a rule it is quite as good, and in some places much better than that of the parish of St. Raymond, and would be specially well adapted for raising cattle. Mr. Menard is of opinion that three-fourths of the land is fit for settlement. Mr. Bureau, the Government wood ranger, agrees in this opinion. Mr. Dumais says two-thirds. Close to some of the lakes the land does not look good nor well timbered, but on going in a few acres it was always found that the land was good and the timber large and valuable. The lakes and rivers abound in fish, especially trout, and caribou, beavers, otters, ducks and all game abound.

TIMBER.

The timber is generally large and well grown up. It consists of birch, spruce, tamarac, white birch and some maple, and a little pine, but not in great quantity. There is some cedar at Lake Edward, and on the River Bostonais great quantities of tamarac. There are good water powers everywhere, and many mills will no doubt be established and a large business done in lumber as soon as the railway is built. The timber will be of great assistance to colonization, as may be judged by the experience of Mr. St. Onge, the first settler at Rivière à Pierre, who told the party that in clearing ten acres of land, he had got \$200 for his wood, which, but for the railway, would have

been burned in making the land. The lumber will furnish a large traffic for the railway besides giving employment to the new settlers for many years.

CLIMATE.

The climate of the interior is even better than at Lake St. John. Mr. Dumais says, that in February, 1875, when working in the woods at Lake Edward, there was not enough snow to require the use of snow-shoes. In March, 1876, at the same place, they had three days of rain, whereas on the same three days there had been snow at Rivière du Loup, and Kamouraska. On the 17th September, 1876, there was a heavy snow fall on the south shore of the St. Lawrence whilst at Lake Edward there was no snow, and the leaves were still quite full. In October of the same year, the weather was summer-like. On the 3rd June, 1885, all the trees at Lake Edward were covered with foliage. The party slept in a tent with the door open, and no fire, and were surprised to learn on arrival at Rivière à Pierre that there had been frost there every night during the week of their trip, although they had had none. The reports of hunters all agree that there is much less snow in this country than in Quebec.

SETTLEMENT.

Mr. Dumais states on the Island of Lake Edward alone three parishes may be established on each side of the island, and as many more on the west side of the Jeannotte, opposite the island. The Rev. Mr. Lizotte is of opinion, that, judging from what the party saw and heard, it will be possible to establish about fifty parishes between the River Mequiq and Lake St. John, in the immediate vicinity of the railway. All the party unite in declaring this immense territory to be eminently fitted for colonization, and deserving of the immediate attention of the Government for this reason.

Exhibit "LJ" 31, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY,

QUEBEC,

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STATEMENT for the Department of Railways and Canals, Ottawa, of the shareholders of the Quebec and Lake St. John Railway.

NAMES OF SHAREHOLDERS.

Hon. Jas. G. Ross, Quebec, P.Q.....	\$ 25,000
W. S. Ogden, Cardiff, Wales.....	25,000
William Withall, Montreal, P.Q.....	25,000
John Ross, Quebec.....	25,000
James Connolly, Munissing, Mich.....	12,500
Estate late J. B. Renaud, Quebec, P.Q.....	5,000
Elisée Baudet, Quebec, P.Q.....	3,000
Hon. Sir A. P. Caron, Ottawa.....	2,500
Hon. P. Garneau, Quebec.....	2,000

Edgar versus Caron.

Hon. I. Thibaudeau.....	2,500
Estate late P. Vallée.....	500
City of Quebec.....	450,000
Small Shareholders representing of stock.....	101,000
	<hr/>
	\$679,000

QUEBEC AND LAKE ST. JOHN RAILWAY,

QUEBEC, 1st April, 1886.

A. P. BRADLEY, Esq.,
Secretary, Railway Department,
Ottawa.

SIR,—Referring to your favour of the 19th February last, I am now directed to forward you the inclosed list of the shareholders of this railway.

I am, sir,
Your obedient servant,

J. G. SCOTT,
Secretary.

Exhibit "LJ" 32, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY,

QUEBEC, 21st June, 1886.

A. P. BRADLEY, Esq.,
Secretary, Railway Department,
Ottawa.

SIR,—I beg to inclose a copy of a notarial transfer of the subsidy of \$3,200 per mile payable to this company by the Dominion Government, in favour of Messrs. Ross and Co., of Quebec, for forty miles, from station 4298 to station 6410 (deed by Tessier, N.P., 17th February, 1886).

Will you please acknowledge receipt?

Your obedient servant,

J. G. SCOTT,
Secretary.

Exhibit "LJ" 33, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 7th July, 1886.

SIR,—In January last, I reported on the section of the Quebec and Lake St. John Railway lying between the 40th and 50th miles north of St. Raymond,

and I recommended the payment of \$24,532 of the \$30,532 of subsidy applicable to that section. This sum was paid under authority of C.C. dated 18th January, 1886. Mr. Ridout has just returned from a further inspection of this section, and reports the work completed according to contract, entitling the company to receive the balance of the subsidy applicable to this section, amounting to \$6,000, which I suggest be authorized to be paid.

I have the honour to be
Your obedient servant,

COLLINGWOOD SCHREIBER.

A. P. BRADLEY, Esq.,
Sec'y Dept. of Railways & Canals,
Ottawa.

Exhibit "LJ" 34, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 13th July, 1886.

On a memorandum dated 9th July, 1886, from the Minister of Railways and Canals, submitting that by an Order in Council of the 18th January last, authority was given for the payment to the Quebec and Lake St. John Railway Company of the sum of \$24,532 out of the \$30,532, applicable as part of the subsidy granted by the Acts 45 Vic., cap. 14, and 46 Vic., cap. 25, to the section of their line from the 40th to the 50th mile north of St. Raymond.

The Minister, upon the Report of the Government Chief Engineer, to the effect that the work is completed according to the contract made with the company, recommends that authority be granted for the payment of the balance, namely, six thousand dollars (\$6,000), to which the company are entitled.

The committee advise that the required authority be granted accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 35 for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

GOVERNMENT RAILWAYS IN OPERATION.

OFFICE OF THE CHIEF ENGINEER.

OTTAWA, September 22nd, 1886.

A. P. BRADLEY,
Secretary, Railways and Canals.

SIR,—In compliance with the request of the Secretary of the Quebec and Lake St. John Railway Company, I instructed Mr. Ridout to inspect the section extending from the 50th to the 70th mile, north of St. Raymond, and he now reports as follows:—

Edgar versus Caron.

(50th to 60th mile.)

1. The alignments and gradients conform to the plan and profile approved by Order in Council, dated the 27th March, 1886.

2. The clearing is completed to a width of 50 feet on each side of the centre line.

3. As the railway passes through wild lands no fences have been erected.

4. The grading is completed, rock cuttings being taken out 20 feet in width, gravel cuttings 24 feet in width.

5. The only bridge in this section is over the Batiscan River which is spanned by a steel truss of 160 feet resting on abutments of massive granite masonry.

6. The culverts include stone drains, masonry box culverts, timber beam culverts and timber box culverts; of the latter, there are nine which not being in accordance with the contract, should be replaced by open beam culverts.

7. The track is laid with 56lb. steel rails, fully tied and ballasted.

8. The country being entirely unsettled, no station buildings have been erected.

(60th to 70th mile.)

1. The alignments and gradients on this section conform to the plan and profile approved by Order in Council, dated the 14th June, 1886.

2. The clearing is completed for a width of 50 feet on each side of the centre line.

3. This section being altogether through an unsettled district, no fencing has been erected.

4. The grading is completed.

5. The culverts are built, including four timber box culverts, which should be replaced by open culverts. At Station 5304 there are 30 feet of temporary trestle work, to be replaced by a timber beam culvert.

6. The track is laid with 56 lb. rails, fully tied and the ballasting completed for 6½ miles; a strong force was engaged completing this work, which will no doubt be finished in a few days.

7. There being no settlement in this section, station buildings have not been erected.

The following subsidies are applicable to these sections, as follows:—

(50th to 60th mile.)

	{	45 and 46 Vic.....	\$27,330
Authorized by.....	{	49 “	17,269
			\$44,599

Less—To replace box culverts and completion timber beam culverts.....			1,500
---	--	--	-------

\$43,099

(60th to 70th mile.)

	{	45 and 46 Vic.....	\$26,733
Authorized by	{	49 “	16,916
			\$43,689

LESS—To replace box culverts and completion of beam culverts.....	\$1,000	
Ballasting	2,100	
		3,100
		\$40,589
Balance.....	\$83,688	

I have the honour to be, sir,
Your obedient servant,
COLLINGWOOD SCHREIBER,
Per J. J. L.,
Chief Engineer Government Railways.

Exhibit "L.J." 36, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Administrator of the Government in Council on the 29th September, 1886.

On a memorandum dated 25th September, 1886, from the Minister of Railways and Canals, representing that, under date the 22nd instant, the Government Chief Engineer of Railways has reported on the results of a further inspection of the road of the Quebec and Lake St. John Railway Company, namely, of the portion between the 50th and 70th mile, north of St. Raymond, the whole line from St. Raymond to Lake St. John, a distance of about 145 miles, having been subsidized by successive Acts, namely :

- (1.) By Act 45 Vic., cap. 16, to the extent of \$3,200 a mile for the whole distance..... \$384,000
- (2.) By Act 46 Vic., cap. 25, to the extent of \$3,200 a mile for 25 miles.....: 80,000
- (3.) By Act 49 Vic., cap. 10, to the extent of \$1,961 per mile for a distance of 95 miles from a point 50 miles north of St. Raymond..... 186,295

The Minister further represents that the inspection now made of the portion between the 50th and 70th miles, the location of which was approved by Order in Council of 14th June last, shows, the chief engineer states, completion of the railway over that distance, in accordance with the requirements of the company's contract of 4th September, 1883, with the exception of a small quantity of work valued at \$4,600, and deducting this amount from the total amount of the subsidies available under the Acts above cited, namely, \$88,288 he finds the balance earned by the company to be \$83,688.

The Minister recommends that authority be given for the payment to the company of the said sum of \$83,688.

The committee advise that the requisite authority be so granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Edgar versus Caron.

Exhibit "L.J." 37, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

THE QUEBEC AND LAKE ST. JOHN RAILWAY.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 25th November, 1886.

SIR,—Mr. Ridout has inspected section No. 8, from the 70th to the 80th mile, north of St. Raymond, and has re-inspected sections 6 and 7, lying between the 50th and 70th miles, with the exception of a few timber box culverts built in embankments which are condemned ; he states the work is well and substantially done.

The subsidy applicable to these three sections 6, 7 and 8,	
from the 50th to the 80th mile, is.....	\$135,535
Deduct cost of replacing timber culverts with masonry.....	3,100
	<hr/>
	\$132,435
LESS—Amount paid on account of these sections.....	<hr/>
Balance.....	<hr/> <hr/>

I have the honour to be your obedient servant,
COLLINGWOOD SCHREIBER.

A. P. BRADLEY, Esq.,
Secretary, Department of Railways and Canals, Ottawa.

Exhibit "LJ" 38, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 4th December, 1886.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—It appears that the sum of \$35,310 is applicable to the first 10 mile section of the Quebec and Lake St. John Railway north of St. Raymond, whereas \$32,000 only of the subsidy applicable to that section has been paid, leaving a balance of \$3,310 due thereon, which I now certify, as this section of the road is completed.

The cause of \$32,000 only having been previously certified upon this section is that at the time the certificate was prepared, the total subsidy had not been apportioned off with sections.

I have the honour to be
Your obedient servant,
COLLINGWOOD SCHREIBER.

Exhibit "LJ" 39, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 7th December, 1886.

On a memorandum dated 6th December, 1886, from the Minister of Railways and Canals, submitting that on the 15th of November, 1883, an Order in Council was passed authorizing the payment to the Quebec and Lake St. John Railway Company of the sum of \$32,000 as the subsidy for the first 10 mile section of their road from St. Raymond northwards.

The Minister represents that under date the 4th December instant, the Government Chief Engineer of Railways has reported to the effect that at the time of the certificate issued by him upon which the said Order in Council was based, the subsidy had not been apportioned to the several sections of the road, and that the amount properly due for the said first section was \$35,310 in place of \$32,000 and advises that the difference, viz.,—\$3,310 should now be paid to the company.

The Minister concurring therein, recommends that authority be given for such payment.

The Committee advise that authority be granted accordingly.

JOHN J. MCGEE,
Clerk of the Privy Council.

Exhibit "LJ" 40, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 17th December, 1886.

On a memorandum dated 16th December, 1886, from the Minister of Railways and Canals, representing that under date the 25th ult. the Government chief engineer of railways has reported on the results of an inspection made of the portion of the line of the Quebec and Lake St. John Railway, between the 50th and the 80th mile north of St. Raymond, on which distance a portion, namely, between the 50th and 70th mile, has already been inspected and a certain portion of the subsidy has been paid therefor, representing the value of the work then done.

That from the said report it appears that the total amount of the subsidy applicable to the whole of this distance, 30 miles—is \$135,535, and that with the exception of certain timber box culverts which are to be replaced with masonry, the work is well executed. That to secure the construction of masonry culverts, he proposes to retain the sum of \$3,100, making the amount payable for the three sections in question, \$132,435, less previous payments. That the position of the company, in respect of these three sections, is as follows :—

Edgar versus Caron.

Total subsidy applicable.....	\$ 135,535
Less retained for masonry work.....	3,100
	<hr/>
	\$ 132,435
Less previous payments for the portion be- tween the 50th and 70th mile.....	83,688
	<hr/>
Balance now payable.....	\$ 48,747

The minister recommends that authority be given for the payment to the Quebec and Lake St. John Railway Company of said sum of forty-eight thousand seven hundred and forty-seven dollars (\$48,747) under the present certificate of the chief engineer of railways.

The committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 41, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 24th December, 1886.

A. P. BRADLEY, Esq.,
Secretary Railway Department, Ottawa.

DEAR SIR,—Will you please send me a memo showing how the subsidy payment of \$48,747 made yesterday is arrived at, and how much of it belongs to the \$3,200 per mile subsidy, and how much to the \$1,961 per mile.

Wishing you the compliments of the season.

Yours truly,
J. G. SCOTT.

Exhibit "LJ 42," for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
OTTAWA, 2nd February, 1887.

A. P. BRADLEY, Esq.,
Secretary, Department of Railways and Canals.
Ottawa.

SIR,—Mr. Ridout has recently inspected the section of the Quebec and Lake St. John Railway between the 80th and 90th mile, and between the 90th and 100th mile. Owing to the great depth of snow, he states, a satisfactory inspection cannot be made, but that it is clear the section between the 90th

and 100th mile is not nearly completed, and is in no condition to entitle the company to a payment on account of subsidy.

That as far as he was enabled to judge, the work of construction on the section between the 80th and 90th mile was far advanced towards completion. The grading and bridging is nearly completed, the track laid and the first lift of ballast is laid on. The work remaining to be done consists of the filling of two temporary bridges, the laying of sidings, the providing of water services and station buildings, and completing the ballasting. As the road passes through a dense forest, it is not considered necessary to erect fences.

Ninth Section, 80th to 90th Mile.

Proportion of subsidy applicable to section 80th to 90th mile, 45 and 46 Vic.....	43,012	
Proportion of subsidy applicable to section 80th to 90th mile, 49 Victoria.....	27,162	
		\$70,174

Less estimated cost to complete.

Station buildings, water service and sidings	2,000	
Filling at temporary trestle.....	2,000	
Completing ballasting.....	5,700	
		9,700
Balance.....		\$60,474

Between the 90th and 100th mile, the grading is said to be completed and the track laid 7 miles. Mr. Ridout was unable to proceed further than the 91st mile as the road was completely blocked with snow.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 43, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 8th February, 1887.

On a memorandum dated 2nd February, 1887, from the Minister of Railways and Canals, representing that under date the 2nd inst. the Government chief engineer of railways has reported upon a further inspection of the subsidized line of the Quebec and Lake St. John Railway, namely, of the portion between the 80th and 90th mile north of St. Raymond, the location up to the 100th mile having been approved by an Order in Council dated the 7th December, 1886, and that from the said report it appears that of the subsidies granted by the several Acts of 45 Vic., 46 Vic. and 49 Vic. the total amount applicable to this section is..... \$70,174 00

Edgar versus Caron.

That work, consisting of station buildings, water service, filling and ballasting remains to be done valued at 9,700 00

The balance due to the company being..... \$60,474 00

The Minister recommends that authority be given for the payment of this amount.

The committee advise that authority be granted accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 44, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 25th August, 1887.

On a memorandum dated 19th August, 1887, from the Minister of Railways and Canals, representing that under date the 13th inst. the Government chief engineer of railways has reported upon a further inspection of the subsidized line of the Quebec and Lake St. John Railway up to the 110th mile and north of St. Raymond, and that he finds the grades, curves, etc. satisfactory and the work in conformity with specifications, except as to a few minor points.

The Minister further recommends that the total subsidy applicable to this line from its junction with the C. P. R. to 110th mile north of St. Raymond of which the location has been duly approved is.....

\$569,970

That deducting value of works to be rebuilt so as to conform to specifications.....

\$3,100

And for work yet to be done to complete..

5,400

8,500

Makes the amount of subsidy earned.

\$561,470

That the total subsidy paid to this company to date is.....

457,991

Leaving a balance due now of.....

\$103,479

The Minister recommends that authority be granted to pay to the Quebec and Lake St. John Company the above amount of \$103,479.

The committee advise that the required authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 45 for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
OTTAWA, 13th August, 1887.

A. P. BRADLEY, Esq.,
Secretary Department of Railways and Canals, Ottawa.

SIR,—Mr. Ridout, as directed, has inspected the Lake St. John Railway to the 110th mile north of St. Raymond, and finds the location as regards grades and curves, etc., in accordance with the contract and the work executed of excellent quality and in accordance with the specifications, except as to a few minor works, the value of which is deducted from this return.

Total subsidy applicable to line from its junction with C. P. R., to 110 miles north of St. Raymond.....	\$569,970	
Less value of works to be rebuilt to make them conform to specifications	\$3,100	}
Less work yet to be done to complete	\$5,400	
		<u>\$8,500</u>
Amount of subsidy earned..		<u>\$561,470</u>

The company have earned \$561,470 of subsidy from which should be deducted previous payments.

I have the honour to be, sir,
Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 46, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 2nd September, 1887.

A. P. BRADLEY, Esq.,
Secretary Railway Department, Ottawa.

SIR,—Will you kindly send me a memorandum showing how the amount of the subsidy payment \$103,479 first made this company, has been arrived at?

Your obedient servant,
J. G. SCOTT, *Secretary.*

Edgar versus Caron.

Exhibit "LJ" 47, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

On this, the sixth day of September, one thousand eight hundred and eighty-seven; before the undersigned Notary Public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared:

The Saguenay and Lake St. John Railway Company, duly incorporated, and having its principal place of business in the city of Quebec, represented in this deed by Donald C. Thomson, of the city of Quebec, Esq., merchant, president, and Jean Alfred Gagné, of the town of Chicoutimi, Esq., secretary of the company, duly authorized to the effects hereof, by a resolution of the board of directors, held on the twenty-eighth of July, last, of the first part;

And the Quebec and Lake St. John Railway Company, duly incorporated, and having its principal place of business in the city of Quebec, represented in this deed by Théophile LeDroit, of Quebec, merchant, president, and James Guthrie Scott, of the same place, secretary of the company, duly authorized to the effects hereof, by a resolution of the board of directors, held on the twenty-seventh of August, last (1887), of the second part;

Which said parties have covenanted and agreed as follows, viz:

In consideration of the party of the second part undertaking to construct a branch line of the Quebec and Lake St. John Railway, from a point in the vicinity of Pointe aux Trembles, Lake St. John, to Chicoutimi and St. Alphonse, upon the terms and conditions of the following resolutions adopted by the directors of the Saguenay and Lake St. John Railway Company, party of the first part, on the twenty-eighth of July last, (1887), viz.:

(Translation.)

"That this Company consents and is willing that the Dominion Government shall transfer and pay to the Quebec and Lake St. John Railway Company the subsidy granted during last session to the Company for the construction of a railway to connect the Quebec and Lake St. John Railway with Chicoutimi and St. Alphonse, on the following conditions, to wit:

10. On condition that the Quebec and Lake St. John Railway Company shall, without delay, pay to the Directors of the Company the expenses incurred by them up to date, which are estimated at *six thousand dollars*, without obligation to furnish an account in detail;

20. On condition that the road to be built, shall follow as far as possible the tracing made by the Engineer of this Company to Chicoutimi and St. Alphonse, placing the Chicoutimi station at the Government wharf, or in front or opposite the same at a distance not to exceed twenty arpents therefrom;

30. That the workshops for the said Branch be constructed in the town of Chicoutimi, or near its limits, and that the general work of repairing, &c., be there performed;

40. That that part of the road extending from the Junction to the post of Metabetchouan be constructed before the 1st January next, and the remainder of the road within the shortest delay possible, to wit, within two full years from the adoption of this resolution;

50. That the tariff for passengers and freight shall be uniform per mile throughout the whole extent of the road from St. Alphonse and Chicoutimi to Quebec;

60. That a citizen of Chicoutimi, to be designated by the Bishop of Chicoutimi, shall be admitted and maintained henceforward as a director

of the principal company,—the Quebec and Lake St. John Railway Company, and that another citizen of the county, to be in like manner designated by the Bishop of Chicoutimi, be also appointed a director of the Quebec and James Bay Railway Company, to represent the interests of the lower part of the county ; and the said two directors shall be ordinary directors of the said Companies.”

AND in consideration of the sum of six thousand dollars mentioned in the said resolutions, which shall be paid as soon as this transfer has been accepted by the Government of the Dominion of Canada, the Saguenay and Lake St. John Railway Company, party of the first part, do, hereby abandon in favour of the Quebec and Lake St. John Railway company, party of the second part, accepting hereof, any claim which they may have to a certain subsidy voted at the last session or the Dominion Parliament and worded as follows :—

“To the Chicoutimi and Lake St. John Railway Company, for thirty miles of their railway, from Lake St. John towards Chicoutimi or from Chicoutimi towards Lake St. John, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole ninety-six thousand dollars,” and also any right or pretension which they may have to construct the said railway under the Provincial Statute, 46 Victoria, chapter 94, or otherwise, hereby ceding all such rights and all plans and profiles to the said company, party herein of the second part. It is understood between the parties hereto that the president and secretary of the vendors, in making this transfer, incur no personal responsibility or guarantee.

This done and executed at Quebec, under the number seven thousand two hundred and ninety-nine of the records of Cy. Tessier, the undersigned notary. In witness whereof, the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*

J. G. SCOTT, *Secretary.*

D. C. THOMSON, *Pres. Saguenay and Lake
St. John R. C.*

J. A. GAGNÉ, *Secretary, S. L. St. J. R.*

CY. TESSIER, *N. P.*

A true copy of the original remaining of record in my office.

CY. TESSIER, *N. P.*

QUEBEC AND LAKE ST. JOHN RAILWAY,

QUEBEC, 6th September, 1887.

A. P. BRADLEY, Esq.,

Secretary, Railway Department, Ottawa.

SIR,—I am directed to inclose for the information of your department a copy of a notarial agreement, Tessier, N. P., between the Saguenay and Lake St. John Railway Company and the Quebec and Lake St. John Railway Company, by which the former cede and transfer to our company any pretensions which they may have to the subsidy of \$96,000 voted at the last Session of the Dominion Parliament, to aid in the construction of a railway from Chicoutimi towards lake St. John, or from Lake St. John towards Chicoutimi.

Edgar versus Caron.

I am further directed to request that the Government will acknowledge the said transfer, and will prepare a contract, to be signed by our company, for the construction of the mileage so subsidized, beginning at the point known as "Pointe aux Trembles" Junction, at Lake St. John.

I have the honour to be, sir,
Your obedient servant,

J. G. SCOTT, *Secretary.*

Exhibit "LJ" 48, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

DEPARTMENT OF JUSTICE.

OTTAWA, 16th September, 1887.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals.

SIR,—I have the honour to acknowledge the receipt of your communication of the 15th instant, inclosing a notarial transfer from the Saguenay and Lake St. John Railway Company to the Quebec and Lake St. John Railway Company, of all the right and interest of the former company in the subsidy of \$96,000 voted by the Dominion Parliament by 50 and 51 Vic., chap. 24, to aid in the construction of a railway from Chicoutimi towards Lake St. John or from Lake St. John towards Chicoutimi, and asking to be advised whether or not such transfer should be recognized by the Government, and the Quebec and Lake St. John Railway Company allowed to enter into a contract for the construction of the mileage subsidized, beginning at a point known as "Pointe aux Trembles" Junction or Lake St. John.

The Saguenay and Lake St. John Railway Company is a company existing under provincial charter (46th Vic., chap. 94), and is authorized to construct 30 miles of railway as the main line between Chicoutimi and St. John, together with branches of fifteen miles in length, the works to be commenced within two years and completed within eight years from the date of the passing of the Act of 1883. The transfer submitted not only purports to assign the subsidy voted by the Dominion Parliament but also all the rights of the company to construct the railway under its charter.

As you observe, it is not shown that the transfer has been, or will be confirmed by the Provincial Legislature of Quebec. I am of opinion that the transfer should not be recognized by the Government in so far as to constitute it the basis of an agreement under the statute for the construction of the railway, etc. In this respect, the department should deal only with the Saguenay and Lake St. John Railway Company. I do not, however, see any objection to recognizing a transfer of the subsidy to the transferee company as a sub-contractor in the event of the work being done by them for the Saguenay and Lake St. John Railway Company.

Papers returned.

I am, sir, your obedient servant,

Exhibit "LJ" 49, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 5th October, 1887.

A. P. BRADLEY, Esq.,

Secretary, Department Railways and Canals.

SIR,—Mr. Ridout, acting under my instructions, has inspected the work of construction on the Quebec and Lake St. John Railway and reports as follows:—100th to 110th mile.—Since the last inspection the ballasting on this ten-mile section has been completed, but the erection of a steel girder of 30 feet span over the Joseph Lowes River and the replacing of two similar box culverts with stone yet remains to be done. 110th to 120th mile.—The gradients and alignments on this section are in conformity with the subsidy contracts and the work has been completed in accordance with the specifications, with the exception of a couple of wooden box culverts which have to be replaced by stone, and the erection of the station buildings. As this section passes through a complete wilderness, no fences have been erected. A deviation from the approved plan and profile has been made between the 112th and 114½ mile, whereby the line has been improved; several 8° curves have also been reduced to 5° and 6°. 120th to 130th mile.—This section has been completed in accordance with the approved plan and profile, except that between the 125th and 126½ mile the grade has still to be raised. The sharpest curve is 8° and the steepest grade 60 feet per mile. A small amount of filling in around some culverts is not yet finished and a few banks have to be widened. The track is laid throughout this section and about six miles are ballasted, four trains are at work night and day, so that the remainder will be rapidly completed. No station buildings have been erected. The attached statements Nos. 1 and 2, show the estimated value of work remaining to be done up to the 130th mile, and the amount of subsidy earned.

Beyond the 130th mile, the plans and profiles have not been submitted for approval, although the works of construction are being vigorously pushed forward; the company should be requested to furnish these at an early date.

By the Subsidy Act of 46 Victoria, chapter 25, dated the 25th May, 1883, the time for the completion of the railway to Lake St. John is limited to four years from that date.

I have the honour to be, sir,

Your obedient servant,

COLLINGWOOD SCHREIBER,

Per J. L.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Memo. re Subsidy.

Total amount of Subsidy..... \$775,095 00

Edgar versus Caron.

AMOUNTS CERTIFIED FOR PAYMENT.

No.	Sections. Miles.	Proportion of Sub- sidy Applicable.	Deduction for Work Re- quired to Complete.	Amount Certified for Pay- ment.	
	Junction with Canadian Pacific Railway to St. Raymond	\$96,000			\$96,000
1	St. Raymond to 10 miles north	35,310			135,310
2	10 to 20	37,027			37,027
3	20 to 30	38,373			38,373
4	30 to 40	27,840			27,840
5	40 to 50	30,532			30,532
6	50 to 60	44,599	6 timber box culverts to be rebuilt with masonry	\$1,500	43,099
7	60 to 70	43,689	4 timber box culverts to be rebuilt with masonry	1,000	42,689
8	70 to 80	47,247	2 timber box culverts to be rebuilt with masonry	600	46,647
9	80 to 90	70,174			70,174
10	90 to 100	56,634			56,634
11	100 to 110	42,545	For particulars see sheet attached	1,200	41,345
12	110 to 120	48,224	For particulars see sheet attached	1,400	46,824
13	120 to 130	50,510	For particulars see sheet attached	15,720	34,790
		\$668,704			
	Previously certified for payment			\$21,420	\$647,284
					561,470
					\$85,814

COLLINGWOOD SCHREIBER,

Chief Engineer Government Railways.

Per F. G. L.

OTTAWA, 5th October, 1887.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Memo. of work required to complete Sections from 100 to 130 miles.

Section 100th to 110th mile.

Replacing 2 small timber structures with masonry	\$ 200	
Steel girder, 30 feet span	1,000	
		\$1,200

Section 110th to 120th mile.

Replacing 3 small timber structures with masonry	\$ 400	
Station buildings	1,000	
		\$1,400

Section 120th to 130th mile.

Fencing 1,920 rods at \$1.00	\$1,920	
Raising bank between 125-126th mile—17,000 c. yds. earth, 25c	\$4,250	
Strengthening culverts, say	750	
		5,000

Filling in at culverts and widening banks, 10,000 c. yds., 25c.....	\$2,500	
90 feet of 30-inch iron pipe with masonry ends...	1,100	
Replacing 5 timber culverts with masonry.....	1,000	
44-feet Queen post truss.....	800	
8,000 cub. yd. ballast at 30c.....	2,400	
Station buildings.....	1,000	
		\$15,720
		\$18,320

COLLINGWOOD SCHRIEBER,
Chief Engineer Government Railways.
Per F. J. L.

OTTAWA, 5th October, 1887.

Exhibit "LJ" 50, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 11th October, 1887.

On a memorandum dated 6th October, 1887, from the Minister of Railways and Canals, stating that under date the 5th instant a report has been received from the Chief Engineer of Railways, showing the results of a further inspection of the subsidized line of the Quebec and Lake St. John Railway up to the 130th mile (the point to which plans and profiles have been submitted and approved) with recommendation that a further payment of \$85,814 be made on account of the subsidy earned.

The Minister states that the proportion of the total subsidy applicable to this line up to the 130th mile is.....	\$668,704
That there remains work to be done thereon to the value of.....	21,420
	\$647,284
That there has already been paid thereon.....	561,470
	\$85,814

The Minister therefore recommends that authority be given for payment to the company of the sum of \$85,814 (eighty-five thousand eight hundred and fourteen dollars).

The Committee advise that the requisite authority be granted as recommended.

JOHN J. MCGEE,
Clerk of the Privy Council.

Edgar versus Caron.

Exhibit "LJ" 51, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
OTTAWA,
Quebec and Lake St. John Railway.

Subsidy payment of \$85,814 is arrived at as follows, viz :—

Subsidy applicable junction St. Raymond.....	\$ 96,000	
1st mile to 130th mile.....	551,284	
	647,284	\$617,284

Deductions.

50th to 60th mile, six timber box culverts to be rebuilt with masonry or beam cul.	\$1,500	
60th to 70th mile, four timber box culverts to be rebuilt with masonry or beam cul.....	1,000	
70th to 80th mile, two timber box culverts to be rebuilt with masonry or beam cul.....	600	
100th to 110th mile, two timber box culverts to be rebuilt with masonry or beam cul.....	1,200	
110th to 120th mile, three timber box culverts to be rebuilt with masonry.....	1,400	
120th to 130th mile, station building.....	15,720	21,420
	625,864	\$625,864
Previously certified.....	540,050	\$85,814

10th November, 1887.

Exhibit "LJ" 52, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

MILITIA AND DEFENCE, CANADA,
MINISTER'S OFFICE, OTTAWA, 14th November, 1887.

A. P. BRADLEY, Esq.,

Secretary, Department of Railways and Canals.

MY DEAR MR. BRADLEY,—I am directed by Sir Adolphe Caron to inclose you herewith a letter dated the 12th instant, from Mr. J. G. Scott, Secretary of the Quebec and Lake St. John Railway, with regard to the Chicoutimi transfer; and to request that you will bring it to the notice of the Minister of Railways and Canals.

Believe me yours truly,

A. BENOIT,
Private Secretary.

(Private.)

HON. J. G. ROSS, *President.*

E. BEAUDET, *Vice President.*

J. G. SCOTT, *Secretary and General Manager.*

QUEBEC AND LAKE ST. JOHN RAILWAY.

(Operated by the Quebec and Lake St. John Railway Lumbering and Grading Company.)

QUEBEC, 12th November, 1887.

HON. SIR A. P. CARON, Ottawa.

DEAR SIR,—I have your telegram of 10th, saying that you cannot see what Mr. Pope can do as to the Chicoutimi transfer, as we have Minister of Justice's legal opinion, and it is for us to act through local legislature, as you understand it.

The opinion in question does not ask us to act through the local legislature; it only says that it has not been shown that the transfer has been or will be confirmed by the provincial legislature, and goes on to recommend that the Railway Department should deal with the Saguenay company and that we should take a sub-contract from them.

The opinion was probably given without knowing that we have a charter (Quebec and James Bay) to build to Chicoutimi. If the Minister of Justice had known that, I suppose he would have seen no objection to the transfer.

These points, and the objections to a *sub-contract* are fully explained in my letter to Mr. Bradley of the 7th, which you handed to him. If you would kindly discuss that letter with Mr. Pope, Mr. Stuart thinks that Mr. Pope would see at once that, all the parties being agreed, there should be no hesitation on the part of the Government in agreeing to the transfer, and that if it were thought necessary to refer the matter again to the Department of Justice, they would, with the additional information now given, see no further objection to it.

Please try to have the matter closed for us in this way, as the Chicoutimi people are getting impatient.

And oblige yours truly,

J. G. SCOTT.

Exhibit "LJ" 53, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

Telegram to A. P. BRADLEY, Secy. Ry. Dept.

No. 129.

QUEBEC, 29th Nov.

Please answer my letter of 7th inst., about transfer of Chicoutimi subsidy.

J. G. SCOTT.

Answer 29,720.

Edgar versus Caron.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 18th Nov., 1887.

A. P. BRADLEY, Esq.,
Secretary, Railway Department, Ottawa.

SIR,—I beg to enclose herewith a copy of a notarial transfer in favour of Messrs. Ross & Co., of Quebec, of the subsidies payable by the Dominion upon $11\frac{2}{10}$ miles of this railway, terminating at Pointe aux Trembles Junction, amounting to the sum of \$57,958.

I have the honour to be, sir,
Your obedient servant,
J. G. SCOTT, *Secretary.*

Exhibit "LJ" 54, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 28th December, 1887.

A. P. BRADLEY, Esq.,
Secretary, Dept. Railways and Canals.

SIR,—The Quebec and Lake St. John Railway Company on the 7th November, ult., (under cover, No. 45-162) submitted a plan and profile in triplicate of an amended location of the section between the 110th and 120th miles, for the approval of the Governor-General in Council. Mr. Ridout and I have examined these documents and we find the proposed change of location occurs between the 112th and 114½th miles. The change, we consider a desirable one, as it brings the line on more solid and safer ground, the alignment and gradients being equally as favourable as on the location approved by Order in Council, 16th May, 1887; I therefore suggest its approval.

I am, sir, your obedient servant,
COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

Exhibit "LJ" 55, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

H. J. BEEMER,
Contractor.

QUEBEC AND LAKE ST. JOHN RAILWAY,
DEPARTMENT OF CONSTRUCTION.
No. 93 St. Peter Street.

(*Private*)
Hon. J. H. POPE,
Minister of Railways, Ottawa.

QUEBEC, 7th January, 1888.

DEAR MR. POPE,—The Quebec and Lake St. John Railway (which I am building) applied a few days ago to your department, to inspect a ten-mile

section of their road, and Mr. Bradley replied that the department did not care to make inspections after the snow got too deep to allow the engineer to judge of the work.

I was not aware of this rule or I would have hurried the completion of the section earlier.

As it is the last section we will have until next summer, and as I am depending on this subsidy for my financial arrangements and will be much put about if I don't get it, I would take it as a personal favour if you would allow the inspection to be made for this time. I may say that there is not so much snow at Lake St. John as near the St. Lawrence.

Yours very truly,

H. J. BEEMER,

Exhibit "L J" 56, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

MILITIA AND DEFENCE, CANADA, MINISTER'S OFFICE,

OTTAWA, 16th January, 1888.

HON. J. H. POPE,

Minister of Railways and Canals.

MY DEAR MR POPE,—Will you kindly read the enclosed and let me know what I can answer ?

Believe me yours truly,

ADOLPHE CARON.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 10th January, 1888.

HON. SIR A. P. CARON,
OTTAWA,

DEAR SIR,—Would you kindly ask the Railway Department to give us a definite answer as to whether they will accept the transfer of the \$96,000 of subsidy made to our company in September last, by the Saguenay and Lake St. John Railway Company.

We intend to get an amendment to our charter at the coming session of the provincial legislature, which will authorize our company to build the branch to Chicoutimi, and which will also legalize the transfer made to us by the Saguenay Company.

If the Railway Department do not wish to accept the transfer of the subsidy in the present position of affairs, we will be satisfied if they will give us a letter promising to accept the transfer as soon as we have obtained the legislation I mention.

Will you kindly try to have this arranged for us, without delay, so that we may go on and get out the ties and timber for the Chicoutimi line ?

Yours truly,

J. G. SCOTT.

Edgar versus Caron.

OTTAWA, 12th December, 1887.

The Right Reverend

The LORD BISHOP OF SHELBROOKE.

MY LORD,—The Minister of this department directs me to acknowledge the receipt of a letter addressed by you to the Honourable the Secretary of State and forwarded by him to this office, on the 11th instant, its object being to urge the acceptance by the Federal Government of a transfer on the part of the Saguenay and Lake St. John Railway Company to the Quebec and Lake St. John Railway Company of the subsidy granted them last session by Parliament, for 30 miles of their railway between Lake St. John and Chicoutimi.

In reply I am to say that the subsidy in question was granted by Parliament direct to the company named; and that until legislative action has been taken in the matter, the Minister does not see what can be done to meet your views. It is understood that the contractors are contemplating the application for legislation next session which will enable them to proceed with the work.

I have the honour to be, my Lord,
Your Lordship's obedient servant,

A. P. BRADLEY, *Secretary.*

Exhibit "LJ" 57, for the Cown; filed 21st September, 1892:

GUSTAVE HAMEL,
Clerk, R.C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 23rd March, 1888.

A. P. BRADLEY, Esq.

Secretary, Department of Railways and Canals.

SIR,—On the 2nd February, ultimo, I reported that Mr. Ridout, during his recent inspection of the 13th and 14th sections of the Quebec and Lake St. John Railway, was unable on account of the works being covered with snow, to state from personal observation that the work in its entirety had been carried out according to contract, but that the track was laid throughout and in good running condition.

Whilst, therefore, I am unable to report the company entitled to the subsidy applicable to these two sections under the terms of the contract, I have sufficient information before me to satisfy me that there is work done representing the following proportion of subsidy on each of these two sections, viz:—

From the junction to 130 miles north of St. Raymond. Total subsidy applicable thereto	\$ 668,704
Deduct value of work remaining to be done or which could not be viewed.....	\$ 13,700
	<hr/> \$ 655,004

Section No. 14, from 130th to 140th mile.		
Total subsidy applicable thereto.	50,045	
Deduct value of work remaining to be done or which could not be viewed	15,045	
		35,000
Total Balance.....		\$ 690,004
Previously reported.....		647,284
Balance.....		\$ 42,720

I am, sir, your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

Exhibit "LJ" 58, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 30th March, 1888.

On a Memorandum dated 28th March, 1888, from the Minister of Railways and Canals, representing that under date the 23rd March, instant, the chief engineer of Government railways has reported on the results of a further inspection made of the 13th and 14th sections of the Quebec and Lake St. John Railway, namely, up to the 140th mile north from St. Raymond, to which point the location has been approved, and that from this report it appears that in consequence of the snow the examination of the works in their entirety could not be carried out, the track is laid and in good running condition for the whole distance, and the chief engineer is satisfied that work has been done to the value represented by the following statement :—

From the junction to the 130th mile north of St. Raymond, total subsi- dy applicable.....	\$668,704	
Deduct value of work remaining to be done which could not be viewed...	13,700	
		\$655,004
Section No. 14 from the 130th to the 140th mile, total subsidy applicable	\$50,045	
Deduct value of work remaining to be done or which could not be viewed.	15,045	
		35,000
Total value of work done and viewed.....		\$690,004
That of this amount there has already been paid to the company.....		647,284
Leaving the balance payable.....		42,720

Edgar versus Caron.

The Minister recommends that (balances still unpaid from the subsidies granted in 1882 and 1883 being yet payable by virtue of an express provision of the Act 50-51 Vic., chap. 24) authority be given for paying to the company the said balance of \$42,720.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 59, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

(Telegram.)

A. P. BRADLEY,

QUEBEC, Que., 21st February, 1889.

Has any decision been come to as to payment of subsidy per my letter of 5th, 50,319?

J. G. SCOTT.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 16th February, 1889.

On a memorandum dated 12th February, 1889, from the Minister of Railways and Canals, representing that the chief engineer of Government Railways reported under date 7th February, instant, that a further inspection was made of the subsidized line of the Quebec and Lake St. John Railway, the portion inspected being that between the village of St. Raymond and the 145th mile north from that point, and that the total amount of the subsidies granted to the company covering the distance from Quebec to a point 150 miles north of St. Raymond is..... \$775,095

From this the chief engineer makes deduction as follows:—

For the 4 miles from Quebec to the point of junction with the North Shore Railway (which is not built).....	\$12,800
For work remaining to be done on the section from St. Raymond to the 145th mile north of that point.....	36,380
For the section 5 miles from the 145th to the 150th mile north of St. Raymond not inspected.....	16,000

 \$65,180

Balance..... \$709,915

That of this balance the books of the Accountant show that there has already been paid the sum of..... \$690,004

Leaving balance now payable..... 19,911

The Minister recommends that authority be given for the payment to the company of the said sum of \$19,911.00.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 60, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 2nd October, 1889.

A. P. BRADLEY, Esq.

Secretary, Department Railways and Canals.

SIR,—Under instructions from me, Mr. Ridout, on the 20th and 21st of September, ultimo, inspected the Quebec and Lake St. John Railway with a view to payment of subsidy, and he informs me the following is the position of the works:—

Subsidy granted on trunk line.

50 and 51 Vic., chap. 24, Quebec to Junction, 4 miles	\$ 12,800
48 and 49 Vic., chap. 59, Junction to St. Raymond, 32 miles.....	96,000
45 Vic., chap. 14, St. Raymond to Lake St. John, 120 miles.....	384,000
46 Vic., chap 25, short mileage, 25 miles.....	80,000
50-51 Vic., chap. 24, short mileage, 5 miles.....	16,000
49 Vic., chap 10, additional, 186 miles.....	186,295
	<hr/> \$775,095

Subsidy Granted Chicoutimi Branch.

51 Vic., chap. 3, Lake St. John towards Chicoutimi, 30 miles.....	96,000
52 Vic., chap. 3, end of section subsidized towards Chicoutimi, 20 miles.....	64,000
	<hr/> 160,000

Total subsidy, 236 miles..... \$935,095

From Quebec to Junction, 4 miles. No work has been done and no subsidy earned.

Nil.

From Junction to St. Raymond, 32 miles; the road is completed and the full amount of subsidy earned.....

\$96,000

From St. Raymond to 150 miles north thereof the work is far advanced towards completion and stands thus :

Edgar versus Caron.

St. Raymond to 50th mile, value of work remaining to be done—		
Timber box culverts to be replaced by masonry.....	\$3,000	
Tamarac beam culverts to be replaced by cedar.....	1,000	
	—————	\$4,000
50th to 60th mile—6 timber box culverts to be replaced by masonry..... 1,500		
9 tamarac beam culverts to be replaced by cedar.....	900	
5 French drains to be replaced by masonry	500	
	—————	2,900
60th to 70th mile—4 timber box culverts to be replaced by masonry..... 1,000		
8 French drains to be replaced by masonry	800	
5 tamarac beam culverts to be replaced by cedar.....	500	
	—————	2,300
70th to 80th mile—2 timber box culverts to be replaced by masonry..... 600		
8 tamarac beam culverts to be replaced by cedar.....	800	
1 French drain to be replaced by masonry	100	
	—————	1,500
80th to 90th mile—4 French drains to be replaced by masonry..... 400		
1 tamarac beam culverts to be replaced by cedar.....	400	
	—————	800
90th to 100th mile—2 French drains to be replaced by masonry..... 200		
2 tamarac beam culverts to be replaced by cedar.....	2,000	
	—————	2,200
100th to 110th mile—2 timber box culverts to be replaced by masonry..... 200		
22 tamarac beam culverts to be replaced by cedar.....	2,200	
	—————	2,400
110th to 120th mile—3 timber box culverts to be replaced by masonry..... 400		
8 tamarac beam culverts to be replaced by cedar.....	800	
9 French drains to be replaced by masonry	900	
	—————	2,100
120th to 130th mile—4 timber box culverts to be replaced by masonry..... 1,000		
6 tamarac beam culverts to be replaced by cedar.....	600	
9 French drains to be replaced by masonry	1,000	
	—————	2,600

130th to 140th mile—13 French drains to be replaced by masonry	1,500	
6 tamarac beam culverts to be replaced by cedar.....	600	
Cedar abutments of bridge to be replaced by masonry.....	4,000	
		6,100
140th to 150th mile—3 French drains to be replaced by masonry.....	300	
3 timber box culverts to be replaced by masonry	200	
1 timber beam culvert 15 feet high to be replaced by masonry.....	1,500	2,000
		<u>28,900</u>
		<u>637,395</u>

Chicoutimi Branch.

0 to 4·80th mile—Work remaining to be done:—		
4 French drains to be replaced by masonry	400	14,960
Subsidy representing work done.....		748,355
The following are the amounts of the subsidy representing work done junction to St. Raymond.....		96,000
St. Raymond to north end of subsidized main line 150 miles.....		637,395
4 ⁸⁰ / ₁₀₀ th miles of Chicoutimi Branch.....		14,960
Total		<u>\$748,355</u>

This sum of \$748,355, if payment is made, is subject to a deduction of amount already paid.

I am, sir, your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

Exhibit "LJ" 61, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 12th October, 1889.

On a memorandum dated 9th October, 1889, from the Minister of Railways and Canals, representing that under date the 2nd October, instant, the chief engineer of Government railways has reported that an inspection was made of the subsidized works of the Quebec and Lake St. John Railway Company and the result shows as follows:—

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Aggregate of subsidies granted for the main line from Quebec to Lake St. John.....	\$775,095
Value of work remaining to be done, on portion from Quebec to junction (no work done).....	\$12,800
From St. Raymond to 150 miles north of St. Raymond (details shown in re- port of chief engineer).....	28,900
Total value of work remaining to be done.....	\$41,700
<hr style="width: 100%;"/>	
Subsidy value of work executed.....	\$733,395
Of this amount the books of the accountant of the department show that there has already been paid.....	709,915
<hr style="width: 100%;"/>	
Leaving a balance now payable of.....	\$23,480

The Minister further represents that the said report shows the results of an inspection of the Chicoutimi Branch of the said railway, the aggregate of the subsidies granted to which is \$160,000, and that of this there has been earned the sum of \$14,960 (\$400 being deducted to complete works). No portion of this subsidy has been paid.

The Minister recommends that authority be given for the payment to the company of the said sum of \$23,480 and \$14,960, making a total of \$38,440. The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

—

Exhibit "LJ" 62 for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL, *Clerk, R. C.*

QUEBEC AND LAKE ST. JOHN RAILWAY.

ANNUAL REPORT.

The annual general meeting of the shareholders of the Quebec and Lake St. John Railway Company took place at the Commercial Chambers, Quebec, on Thursday, 22nd May, 1890.

The annual report of the directors was read to the meeting, and adopted as follows :—

ANNUAL REPORT.

The Directors of the Quebec and Lake St. John Railway Company beg to report as follows, with regard to the operations of the past year :—

PROGRESS OF WORKS.

Since the date of the last annual report, no additional mileage has been built. The sum of £200,000 sterling was reserved by the terms of the deed of trust out of the proceeds of the issue of £780,000 of bonds for the completion and additional equipment of the road and £87,300 of this sum has since been drawn, through Messrs. Glyn, Mills, Currie & Co., upon certificates

of the engineer of the trustees, and expended upon the completion of the road-bed and the full equipment of the road with rolling stock. With this expenditure, the unfinished portion of the line has been completed and ballasted from Roberval as far south as Lake Bouchette, a distance of 30 miles, additional rolling stock to the value of \$106,400 has been placed on the road, consisting of two Mogul locomotives, Nos. 12 and 13, three first class, three second class, two combined cars, six cattle cars, twenty-five box cars, sixty-two platform cars, and two 'conductors' vans, making the total value of rolling stock now on the line \$352,000.

Work has also been commenced upon the new short line into the city of Quebec, towards which both federal and provincial governments have lately granted aid.

By a careful and judicious expenditure of the large sum of money held by the trustees as a completion fund, it is believed that the whole road, when completed, will be second to none in the province, in point of solidity and equipment.

Negotiations are now in progress with the Quebec, Montmorency and Charlevoix Railway Company, for the use by that company of the proposed bridge over the St. Charles River and the city terminus, in common with us.

TRAFFIC.

The operating of the railway was taken over by this company from the contracting company on the first January, 1889, and since that date a daily train service has been maintained between Quebec and Roberval, in connection during the season of navigation with the steamer "Peribonca," running on Lake St. John and the rivers flowing into it. Representations have been made to the Federal Government, as to the necessity of placing lighthouses and buoys, and building wharves on the lake, so as to render the navigation safer and more convenient, and appropriations have been made by the government for these purposes.

A very efficient parlour and sleeping car service has been maintained over the whole line by the Monarch Palace Car Co. of New York.

The traffic accounts for the year ending 31st December, 1889, are now submitted to you, the mileage in operation having been 190 miles. During that period the number of passengers carried was 79,725, and the number of tons of freight 103,725, consisting of:

2,953	car loads	of cordwood	or 26,577	cords.
1,865	"	"	of sawn lumber,	} 24,230,000 feet B.M.
558	"	"	of square timber,	
95	"	"	of pulp and paper,	1,425 tons.
1,444	"	"	of general merchandise,	21,660 tons.

6,915 cars.

The prospects for the future traffic are very encouraging. New steam mills have been built during the year at St. Raymond and Lake Bouchette, and others are in course of erection and projection.

The produce of the logs made along the line during the past winter will give about forty million feet of lumber for transportation this year.

The passenger traffic has continued to increase steadily, the number of passengers carried being 79,725 as against 69,019 the previous year. The pleasure travel has been much increased by the excellent fishing in all the

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lakes and rivers along the line. Many fishing clubs have been formed, and club houses have been built by them, at considerable expense at different points. A very commodious hotel has been built by Mr. Beemer at Roberval, and has attracted so many guests from all parts of the continent, that it is now proposed to enlarge it at considerable expense. A first-class hotel has also been built at Lake Edward.

The road has been operated with regularity, and without accident to passengers.

COLONIZATION.

Last autumn your board invited delegates from every parish in the province to visit the Lake St. John district, for the purpose of inspecting the country and its productions. A large number of parishes sent delegates for this purpose, and the reports which have since been received from them are unanimous in declaring that the country offers a most promising field for colonization. Good results are expected to flow from this effort. A considerable number of new settlers went into the district last year, and an increased movement is expected during the coming season, the Provincial Government having appointed a special Colonization Agent for this territory. Efforts will also be made to induce some of the foreign immigrants who land at Quebec to establish themselves at Lake St. John. Your directors have, this year, decided to transport all new settlers of the agricultural class, who come properly recommended, from Quebec to Lake St. John, or intermediate points, free of charge. Representations have been made to the Government, asking their assistance to the company in the establishment of three or more experimental farms in the new townships recently laid out along the line between Beaudet Station and Lake Bouchette.

BRANCHES.

No construction work has been done on the extensions and branches during the past year. The company's charter provides for a western extension to Lake Temiscaming, which would make the lumber business of the St. Maurice and Upper Ottawa tributary to Quebec, and is therefore of immense importance to the city. Your directors are very anxious to push on the construction of the eastern extension to Chicoutimi and St. Alphonse, but the expensive nature of the bridging on this line renders this impossible, until additional assistance is obtained. Petitions have been made to both Federal and Provincial Governments for aid for both lines, and during the past session the Provincial Legislature voted 100,000 acres of land additional for the eastern extension.

MAINTENANCE.

The bridges, track, rolling stock, road-bed, stations and all other property of the railway are being kept in thorough repair, and in good condition. The addition, lately, of a costly wheel press and other machinery to the workshops facilitates and lessens the cost of repairs to rolling stock.

The whole respectfully submitted.

FRANK ROSS, *President.*
J. G. SCOTT, *Secretary.*

QUEBEC, 22nd May, 1890.

The ballot for the election of directors for the ensuing year was then proceeded with, and the scrutineers declared the following gentlemen elected,

viz :—Messrs. Frank Ross, E. Beaudet, Simon Peters, Hon. F. Langelier, M.P. Gavin Moir, Hon. P. Garneau, Jules Tessier, M.P.P., T. A. Piddington and John Theodore Ross, and also Mr. Edwin Hanson, of Montreal, and Hon. Geo. Irvine, as representing the trustees of the English bondholders, Mr. Joseph Fremont, Mayor of Quebec, and the Hon. Judge J. A. Gagné, of Chicoutimi, as representing, respectively, the city of Quebec and the county of Chicoutimi. At a subsequent meeting of the board, Mr. Frank Ross was elected President, and Messrs. E. Beaudet and Simon Peters, Vice-Presidents.

Exhibit "LJ" 63, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 18th October, 1890.

A. P. BRADLEY, Esq.,
Secretary, Railway Department, Ottawa.

SIR,—Will you kindly arrange to let us have a cheque as soon as convenient in payment of the subsidies upon the work inspected by Mr. Ridout on the 1st and 2nd inst., namely,—

On the River St. Charles bridge.....	\$30,000
On the 4 miles, Roberval end.....	12,800
For deduction for culverts, &c.....	28,900
	\$71,700

As we have a large force of men now employed, and a heavy expenditure going on, we are depending upon this money to help to meet our engagements.

Your obedient servant,

J. G. SCOTT,
Secretary.

Exhibit "LJ" 64, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 27th October, 1890.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals, Ottawa.

SIR,—Mr. Ridout has inspected the bridge over the St. Charles river at Quebec, on the Quebec and Lake St. John Railway. This is a steel bridge of one fixed span of 150 feet and a swing span of two spannings of 80 feet each ;

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the structure rests on masonry piers. Mr. Ridout reports it well built and Mr. Marcus Smith, who has examined the strain, &c., states it is fully up to the requirements of the department.

Before any payment can be made on subsidy account, it is necessary that the company should enter into a contract under the Subsidy Act and that they should furnish a complete set of vouchers showing the cost of its construction.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 65, for the Crown; filed 21st-September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 13th November, 1890.

On a memorandum dated 10th November, 1890, from the Minister of Railways and Canals, representing that under the Subsidy Act of last session 53 Vic., cap. 2, the grant of the following subsidy was authorized:—

"To the Quebec and Lake St. John Railway Company for a railway bridge over the St. Charles River to give access to the city of Quebec, a subsidy not to exceed in the whole \$30,000; also for twelve miles of their railway from Lorette *via* Charlesbourg to Quebec, a subsidy not exceeding \$3,200 per mile, nor exceeding in the whole \$38,400, in all \$68,400."

The Minister further represents that the company have applied for admission to contract accordingly, and a suitable specification and draft of contract having been prepared, he recommends that the descriptions, specifications and conditions of the same be approved and that he be authorized to sign the said draft on behalf of the Government, the time for the completion of the whole of the works embraced in the said subsidy being fixed as the 1st of October, 1891.

The Minister further recommends the approval for subsidy purposes of the plans and profiles showing the location of the said twelve miles, and approval also of the detailed plans of the steel swing bridge over the River St. Charles, as to which last work he would observe that the site and general plan were duly approved by the Railway Committee of the Privy Council on the 20th of June, 1888.

The committee submit the same for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignment, gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed sixty-nine (69) feet to the mile, except for a few hundred feet on landing from the

St. Charles bridge to the Louise embankment, where ninety-nine (99) feet per mile will be allowed; and the minimum radius of curve shall not be less than nineteen hundred and ten (1910) feet or 3° excepting the curve at the head of the Louise Dock, which may be of a minimum radius of five hundred (500) feet, or $11^\circ 15''$.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty (50) feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. The railway must be enclosed with substantially-built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be not less than twenty (20) feet, embankments not less than fifteen (15) feet, when settled into place.

9th. Efficient drainage must be provided by open ditches and under drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended; piers and abutments of truss bridges must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, iron, or double strength vitrified culvert pipes, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11th. Open or beam culverts in embankments less than twelve feet in height shall be of strong second class masonry or of cedar wood not less than 10 inches by 10 inches, except the track stringers which may be of sound pine, white oak, tamarack or spruce timber, not less than 12 inches by 14 inches. The spans shall not exceed 14 feet, and they shall be constructed on a plan approved by the Minister of Railways and Canals. Superstructure of truss bridges may be of sound white pine or Georgia pitch pine wood, or if the trusses are covered in from the weather and shingled, in such case, straight-grained spruce timber may be used.

12th. Box culverts under embankments less than 12 feet in height shall be of strong second class masonry or cedar 10 inches by 10 inches, or double strength vitrified clay culvert pipes.

13th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved pattern and with the most approved fish-plate.

14th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be 8 inches face by 6 inches thick and 8 feet long—2,600 to the mile.

15th. Sufficient siding accommodation, stations, tanks, turntables or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

16th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line, including this section, is already provided by the company.

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17th. Trestle or pile bridges will not be allowed except upon the written authority of the Minister of Railways and Canals. When allowed, the timber of which they are to be constructed must also be approved by him.

THIS CONTRACT AND AGREEMENT made the second day of December, in the year one thousand eight hundred and ninety,

BETWEEN Her Majesty the Queen, acting in respect of the Dominion of Canada, and herein represented by the Minister of Railways and Canals, of the first part :

AND "The Quebec and Lake St. John Railway Company, of the second part ;

WITNESSETH, that whereas it is, in and by an Act passed in the session of the Parliament of Canada, held in the fifty-third year of Her Majesty's reign, chaptered two, and intituled, "An Act to authorize the granting of subsidies in aid of the construction of the lines of railway therein mentioned," amongst other things in effect enacted : That the Governor in Council may grant :

To the Quebec and Lake St. John Railway Company, for a railway bridge over the St. Charles River, to give access to the city of Quebec, a subsidy not to exceed in the whole \$30,000, also for 12 miles of their railway, from Lorette via Charlesbourg to Quebec, a subsidy not exceeding (\$3,200) three thousand two hundred dollars per mile, not exceeding in the whole sixty-eight thousand four hundred dollars, it being provided therein that the line of railway, unless it is already commenced, shall be commenced within two years from the first day of July, A.D. 1890, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and shall be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government, and which the Government is thereby empowered to make; the location also of such line of railway shall be subject to the approval of the Governor in Council; the said subsidy shall be payable out of the Consolidated Revenue Fund of Canada by instalments on the completion, to the satisfaction of the Minister of Railways and Canals, of each section of the railway of not less than ten miles proportionate to the value of the portion so completed, in comparison with that of the whole work undertaken, to be established by the report of the said Minister, or upon completion of the work subsidized.

Provided always, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements, and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with that so subsidized, as the Governor in Council may determine.

AND WHEREAS the Governor in Council has duly approved of the description, conditions and specifications hereto annexed, marked "A," as the descriptions, conditions and specifications for the construction of the said railway.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Quebec and Lake St. John Railway Company" covenants and agrees to and with her Majesty, Her Heirs and Successors in manner following, that is to say :—

1. That the company shall and will well, truly and faithfully make, build, construct and complete a line of railway from Lorette, via Charlesbourg, to Quebec, and a railway bridge over the St. Charles River to give access to the city of Quebec, said railway of a length of twelve miles, the points and approximate route and course being shown on the map filed in the Department of Railways and Canals, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges and culverts, and perform all engineering services, whether in the field or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the company shall and will locate and construct the said line of railway on as straight a course as practicable, between the points above mentioned, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

3. That the gradients and alignment shall be the best that the physical features of the country will admit of in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said company shall commence the works embraced in this agreement within two months, and shall complete the same, to wit:—on or before the first day of October, A. D., eighteen hundred and ninety-one, 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 said date or dates, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever which may be at the time of the failure of the completion as aforesaid due and owing to the company.

6. That the company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway so subsidized as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real of every character, shall upon completion of the said line of railway and works appertaining thereto, be the property of the company.

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In witness whereof, "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the President and by the Secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the Secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary of the said company the corporate seal of the company having been hereunto affixed, in the presence of	}	<i>President.</i> <i>Secretary.</i>
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Signed and sealed by the Minister and by the Secretary of the Department of Railways and Canals, in the presence of	}	<i>Minister of Railways and Canals.</i>
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Exhibit "LJ" 66, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

OTTAWA, 13th December, 1890.

A. P. BRADLEY,
Secretary, Department of Railways and Canals.

Sir,—As regards subsidy applicable to the main line of the Quebec and Lake St. John Railway it stands thus, viz :—

Subsidy applicable.....	\$775,095
Less subsidy on 4 miles from Quebec to the junction with the Canadian Pacific Railway (North Shore Railway)	12,800
	\$762,295
Less estimated value of work to complete according to contract and modifications thereof made by Order in Council.....	\$8,100
	\$754,195

If a payment is to be made the amount of previous payments should be deducted.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

N.B.—It is represented that work has been done since date of last inspection, and I have given instructions for a further inspection at once which may change the balance of \$8,100.—C. S.

Exhibit "LJ" 67, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 9th January, 1891.

On a memorandum dated 8th January, 1891, from the Minister of Railways and Canals, representing that under date the 13th December, 1890, the Chief Engineer of Government Railways reported with regard to the subsidized main line of the Quebec and Lake St. John Railway, showing as follows :—

Subsidy applicable.....	\$775,095
Less subsidy on 4 miles from Quebec to the junction with the Canadian Pacific Railway (North Shore Railway).....	12,800
	<hr/>
	\$762,295
Less estimated value of work to complete according to contract and modifications thereof made by Order in Council.....	8,100
Subsidy represented by work done.....	754,195
Of this amount there has already been paid.....	733,395
	<hr/>
Leaving the balance.....	\$20,800

The Minister recommends that authority be given for the payment of the said balance of \$20,800.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,

Clerk, Privy Council.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 22nd January, 1891.

A. P. BRADLEY, Esq.,

Secretary Department Railways and Canals, Ottawa.

SIR,—Mr. Ridout, on the 7th instant, inspected the 12 miles of the "loop line" of the Quebec and Lake St. John Railway between Lorette via Charlebourg and Quebec in regard to subsidy. Owing to the ground being covered with snow, the inspection could not be made with the same degree of satisfaction as in the summer season, as many of the structures and the ballasting are not visible, but, so far as he was enabled to judge, the road had been well constructed and was completed with the following exceptions, viz :—

Fencing, 3,800 rods	\$ 3,800
Signboards for public road crossings.....	100
Ballasting 19,000 cubic yards.....	5,700
Completion of Hedleyville station.....	200
" Lorette "	1,000

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Erection of water tank at Lorette.....	300
Water service at Quebec.....	1,000
	\$12,100

Position as regards subsidy.

Subsidy applicable, 53 Victoria, chap. 2, exclusive of special subsidy for St. Charles Bridge.....	\$38,400
Less estimated value of work to complete as shown in detail above.....	12,100
	\$26,300

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 69, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 26th January, 1891.

A. P. BRADLEY, Esq.,
Secretary Department of Railways and Canals,
Ottawa.

SIR,—Mr. Ridout, on the 9th instant, inspected the main line of the Quebec and Lake St. John Railway with regard to subsidy, but owing to the works and road-bed being buried in snow he was not able to make his examination as complete as could be desired, but he was enabled to see so much of the work as to enable him to state that the work was at least completed with the following exceptions, viz:—

St. Raymond to 50th mile—24 pine box culverts to be replaced by cedar.....	\$1,900
50th to 60th mile—4 mixed timber culverts to be replaced by cedar.....	\$500
2 French drains to be replaced by masonry	200
	700
60th to 70th mile—3 mixed timber culverts to be replaced by cedar.....	300
70th to 80th mile—1 French drain to be replaced by masonry.....	100
80th to 90th mile—4 French drains to be replaced by masonry.....	400
110th to 120th mile—3 tamarac culverts to be replaced by cedar drains.....	\$300
2 French drains to be replaced by masonry	300
7 French drains to be replaced by cedar...	600
	1,200

120th to 130th mile—4 tamarac culverts to be replaced by cedar.....	500
140th to 150th mile—1 French drain to be replaced by cedar.....	\$100
1 timber beam to be replaced by masonry.	1,500
	1,600
Estimated value of work remaining to be done.....	\$6,700
Subsidy applicable to main line.....	775,095
Estimated value of work remaining to be done—4 miles, Quebec to junction.....	12,800
Work as above in details.....	6,700
	19,500
Subsidy represented by work done..	\$755,595

If payment is to be made the amount of previous payments should be deducted.

I have the honour to be, sir,
Your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

Exhibit "LJ" 70, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

REPORT of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 2nd of February, 1891.

On a memorandum dated 29th January, 1891, from the Minister of Railways and Canals, representing that under date 26th January, instant, the chief engineer of Government railways reported on the result of an inspection of the main line of the Quebec and Lake St. John Railway.

The Minister states that from this report it appears that owing to the works and the road-bed being buried in snow the examination was not as complete as could be desired, but he is enabled to say that the work is completed with certain exceptions.

That the subsidy applicable to the main line is....	\$775,095
Less 4 miles, Quebec to Junction.....	\$12,800
Work remaining to be done.....	6,700
	19,500
	\$755,595
That payments have already been made thereon amounting to.....	754,195
Leaving now payable.....	\$ 1,400

Edgar versus Caron.

The Minister recommends that authority be given for the payment of the said sum of \$1,400.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,

Clerk, Privy Council.

Exhibit "LJ" 71, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 2nd February, 1891.

On a memorandum dated 29th January, 1891, from the Minister of Railways and Canals, representing that under date the 22nd January, instant, the chief engineer of Government railways reported on the results of an inspection made of the twelve miles of "loop line" between Quebec and Lorette *via* Charlesbourg, for which work the Quebec and Lake St. John Railway Company were subsidized by the Act 53 Vic., cap. 2 (1890) to the extent of \$38,400, and that from this report the section of railway in question appears to have been satisfactorily completed with the exception of work to the estimated value of \$12,100, leaving the balance of subsidy represented by work done \$26,300.

The Minister recommends that authority be given for the payment to the company of the said sum of \$26,300.

The committee advise that authority be granted accordingly.

JOHN J. MCGEE,

Clerk, P.C.

Exhibit "LJ" 72, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of the Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 17th of February, 1891.

On a memorandum dated 13th February, 1891, from the Minister of Railways and Canals, representing that under date the 10th February instant, the chief engineer of Government railways reported on the results of an inspection made of the bridge of the Lake St. John Railway, over the River St. Charles at Quebec, subsidized by the Act 53 Vic., cap. 2, to the extent of 15 per cent. of the cost, the subsidy not to exceed \$30,000, and that this report shows the bridge to be completed, and to be a good structure, the value to be placed at \$101,000; 15 per cent. of which, he states, has been earned, which is \$15,150. The Minister recommends that authority be given for the payment to that company of the said subsidy \$15,150.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,

Clerk, Privy Council.

Exhibit "LJ" 73, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 19th February, 1891.

A. P. BRADLEY,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—Mr. J. G. Scott, under com. No. 59357, asks the particulars of the payment of \$26,300 on the 12-mile loop line of the Quebec and Lake St. John Railway between Lorette *via* Charlesbourg and Quebec. Here it is:—

Subsidy applicable.....		\$38,400
Less work remaining to be done 3,800 rods		
fencing.....	3,800	
Signboards of public road crossings.....	100	
19,000 C. yds. ballasting.....	5,700	
Completion of Hedleyville Station.	200	
Completion of Lorette Station.....	1,000	
Erection of water tank at Lorette.....	300	
Providing water service at Quebec.....	1,000	12,100
		<hr/>
Balance.....		\$26,300

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 74, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of the Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 20th March, 1891.

On a memorandum dated 12th March, 1891, from the Minister of Railways and Canals, recommending, on an application made by the Quebec and Lake St. John Railway Company, favourably entertained by the Chief Engineer of Government Railways, that the specification attached to the contract made with that company on the 5th of December, 1888, for the construction under subsidy of a line of railway from Lake St. John, 30 miles towards Chicoutimi, be modified, the sections numbering 10, 11 and 16 of such specification being cancelled and the following being substituted therefor:—

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended, piers and abutments of truss bridges must be of massive masonry, and culverts under embankments over 12 feet in height, must be of well built, strong second class masonry, iron or double strength vitrified culvert pipes made of durable and suitable materials, thoroughly per-

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manent in character and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11th. Open or beam culverts in embankments less than 12 feet in height shall be of strong second class masonry or of cedar wood not less than 10 inches by 10 inches, except the track stringers which may be of sound pine, white oak, tamarac or spruce timber, not less than 12 inches by 14 inches. The spans shall not exceed 14 feet, and they shall be constructed on a plan approved by the Minister of Railways and Canals. Superstructure of truss bridges may be of white sound pine or Georgia pitch pine wood, or if the trusses are covered in from the weather and shingled, in such case straight-grained spruce timber may be used.

12th. Box culverts under embankments less than 12 feet in height shall be of strong second class masonry or cedar 10 by 10 inches, or double strength vitrified clay culvert pipes.

16th. Trestle or pile bridges will not be allowed except upon written authority of the Minister of Railways and Canals. When allowed, the timber of which they are to be constructed must also be approved by him.

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. McGEF,
Clerk of the Privy Council.

Exhibit "LJ" 75, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 8th April, 1891.

On a Memorandum dated 6th April, 1891, from the Minister of Railways and Canals representing that under date the 26th of January, 1891, the chief engineer of Government railways reported on the result of an inspection made of the subsidized line of the Quebec and Lake St. John Railway Company, showing that the total subsidy applicable amounted to \$775,095.

From this he deducted for work remaining to be done.....	\$6,700	
And for the section of the road comprised in the 4 miles between Quebec and the junction	12,800	
Making the total deduction.....		\$19,500
And leaving the balance.....	755,595	
Under an Order in Council dated the 2nd of February, 1891, the sum of \$14,000 was paid making the total payments		\$755,595

The Minister states that from a note made by the chief engineer under date the 1st April, inst., it appears that the company has urged that they be paid the sum of \$6,700 deducted in order that certain works specified in his report might be re-constructed of material and in the manner called for by the con-

tract (as modified by an Order in Council passed on the 28th of November, 1890) the said items being as follows :—

St. Raymond to 50th mile—24 pine box culverts to be replaced by cedar.....	\$1,900
50th to 60th mile—4 mixed timber culverts to be replaced by cedar.....	500
2 French drains to be replaced by masonry.....	200
60th to 70th mile—3 mixed timber culverts to be replaced by cedar.....	300
70th to 80th mile—French drain to be replaced by masonry.....	100
80th to 90th mile—4 French drains to be replaced by masonry	400
110th to 120th mile—3 tamarac culverts to be replaced by cedar... ..	300
2 French drains to be replaced by masonry.....	300
7 French drains to be replaced by cedar.....	600
120th to 130th mile—4 tamarac culverts to be replaced by cedar.....	500
140th to 150th mile—1 French drain to be replaced by cedar	100
1 timber beam to be replaced by masonry	1,500
Estimated value of work remaining to be done.....	6,700

The Minister recommends that the contract dated the 4th September, 1883, and the said modifying Order in Council of the 28th of November, 1890, be further modified so as to admit of payment being made for the said items of work as constructed and that authority be given for the payment of the sum of \$6,700 accordingly.

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 76, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER OF GOVERNMENT RAILWAYS,

OTTAWA, 13th April, 1891.

A. P. BRADLEY,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—The following is the position of the subsidy to the main line of the Quebec and Lake St. John Railway —

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Subsidy applicable.....	\$775,095
Less for work not executed, section of road comprised in 4 miles between Quebec and the Junction.....	12,800

Subsidy represented by work done.....	\$762,295
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With the above exception, the work covered by the contract for the main line has been completed according to contract and modifications thereof.

If payment is made, the amount of previous payments should be deducted.

I have the honour to be your obedient servant,
COLLINGWOOD SCHREIBER.

Exhibit "LJ" 77, for the Crown ; filed 21st September, 1892,

G. HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 18th April, 1891.

On a memorandum dated 15th April, 1891, from the Minister of Railways and Canals, representing that, under date the 13th April, inst., the Chief Engineer of Government Railways reported as to the position of the Quebec and Lake St. John Railway Company with respect to the subsidy for their main line, showing the amount of subsidy applicable to be..... \$775,095

Less for work not executed, the section of the road comprised in the 4 miles between Quebec and the Junction 12,800

Subsidy represented by work done..... 762,295

That of this there has already been authorized to be paid... 755,595

Leaving balance now payable..... 6,700

The Minister recommends that authority be given for the payment of the said sum of \$6,700.

The Committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 78, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
 OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
 OTTAWA, 4th May, 1891.

A. P. BRADLEY,
 Secretary Department of Railways and Canals,
 Ottawa.

SIR,—A subsidy was granted by the 53rd Vic., cap. 2, for a railway bridge over the St. Charles River to give access to the city of Quebec, not to

exceed in the whole \$30,000, upon which shall be paid 15% of the value of work done, on monthly progress estimates certified by the chief engineer and upon the approval of the Minister of Railways and Canals. A question arose in my mind as to the intention of the Act above referred to, viz.: whether the term "bridge" meant the way or bridge from bank to bank of the river or what might technically be called the bridge, viz.: the trusses and masonry on which they rest. The matter has been settled by an Order in Council dated 21st April, 1891, and upon learning this the estimate is prepared.

I made the balance of the work as bridge from	
bank to bank by the river amount to.....	\$165,000
15% on above \$165,000.....	24,750

which, run according to the terms of the Order in Council above referred to, has been earned by the Quebec and Lake St. John Railway Company. If a payment is to be made, the amount of previous payments should be deducted.

I have the honour to be, sir, your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 79, for the Crown; filed 21st September, 1892.

G. HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 18th May, 1891.

On a memorandum dated 14th May, 1891, from the Minister of Railways and Canals, representing that under date the 4th May, inst., the chief engineer of Government railways reported on the position of the Quebec and Lake St. John Railway Company in respect of the subsidy granted by 53 Vic., cap. 2, to the limit of \$30,000 for a railway bridge over the River St. Charles at Quebec shows that acting upon the definition of the term "bridge," became by the structures from bank to bank of the river as adopted by the Order in Council of the 21st April, 1891.

The company have executed work to the value of	\$165,000
Of which 15% the authorized amount is.....	24,750
That of this amount payments have already been	
authorized to the extent of.....	15,150
Leaving the balance the company are now entitled	
to receive.....	9,600

The Minister recommends that payment be authorized accordingly.
The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk of the Privy Council.

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Exhibit "LJ" 80, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R.C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 27th November, 1891.

A. P. BRADLEY, Esq.

Secretary, Department Railways and Canals, Ottawa.

SIR,—Mr. Ridout on the 11th instant inspected the section of the Quebec and Lake St. John Railway from Charlesbourg, via Lorette to Quebec, a distance of 12 miles, in regard to subsidy, and he found the road completed according to contract with the following exception:—

The 40,000 gallon water tank at Quebec now in course of construction is not yet completed, in the meantime the engines are being watered at the C. P. R. Co's. station.

I have the honour to be, sir, your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 81, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 23rd March, 1883.

On a memorandum dated 17th March, 1883, from the Minister of Railways and Canals submitting that by an Act 45 Vic., chap. 14, passed last session, authority was given for the grant of subsidies towards the construction of certain lines of railway to such companies as might be approved by the Governor in Council as having satisfactorily established their ability to complete the said railways respectively within a reasonable time, and that amongst the proposed subsidies was the following:—

For a railway from St. Raymond to Lake St. John, both in the province of Quebec, a subsidy not exceeding \$3,200 a mile, nor exceeding in the whole \$384,000.

The Minister represents that by a letter dated the 14th instant, the Quebec and Lake St. John Railway Company have submitted an application for the grant of the aforesaid subsidy, forwarding with such application a copy of a bill amending and consolidating various previous Acts relating to their incorporation, privileges and powers, which bill is now before the Legislature of the province of Quebec, and has, they state, passed its third reading in both Houses and has been adopted, and that by the second clause of the said bill it is declared that the Act shall be held and taken to be a special Act incorporating the said company.

The minister further represents that the company have already constructed a line of railway between Quebec and St. Raymond, a distance of about 35 miles, and by the 3rd clause of the present bill provision is made for power to

construct a line from some point on their existing line or from the city of Quebec to Lake St. John, the road to be completed as far as the southern extremity of the Island of Lake Edward by the 31st day of December, 1885, and as far as Lake St. John by the 31st of December, 1887.

The Minister being satisfied as to the ability of the company, recommends that he be authorized in the event of the aforesaid bill becoming law, to enter into contract with the company for the purpose contemplated by the subsidizing Act above cited and in conformity with its provisions.

The committee advise that the requisite authority be granted accordingly, it being understood that the debt due to the Customs Department by the Quebec and Lake St. John Railway be repaid out of the said subsidy.

JOHN J. MCGEE.
Clerk, Privy Council.

Exhibit "LJ" 82, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 28th November, 1890.

On a memorandum dated 24th November, 1890, from the Minister of Railways and Canals, representing that under authority of an Order in Council, dated the 18th August, 1883, a contract was made with the Quebec and Lake St. John Railway Company on the 4th September following, for the construction under subsidy of a line of railway from St. Raymond to Lake St. John.

The Minister further represents that in the specification attached to the said contract was the following clause relating to the structure on the proposed railway :—

"10th. All bridge culverts and other structures must be of ample size and strength for the purpose intended. Piers and abutments of large bridges and culverts must be of massive stone masonry or iron made of durable and suitable materials, thoroughly permanent in character and in every essential particular equal to the best description of like work employed in similar railway work in the Dominion."

That the stipulations of this clause were of a somewhat stringent character and in subsequent dealings with companies for works to be executed under subsidy contracts it was found desirable to modify them.

The Minister states that the company has represented that in their construction of the aforesaid clause they have regarded themselves at liberty to dispense with masonry for some of the smaller culverts, and on their representations, the matter being submitted to the Chief Engineer of Government Railways, that officer has prepared a clause which, if accepted, would place this company in a position with regard to its structures similar to that of other subsidized companies, the said clause reading as follows :—

"All bridges, culverts and other structures must be of ample size and strength for the purpose intended. All piers and abutments of large span bridges (30 feet and upwards) must be of massive masonry. All abutments of small span bridges of one span only (under 30 feet) may be of well built,

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strong second class masonry or of cribs built of cedar wood not less than 10 x 10 filled with stone.

“All culverts under embankments over 12 feet in height may be of well built, strong second class masonry or iron pipes or double strength vitrified clay culvert pipes.

“All open or beam culverts in embankments less than 12 feet in height may be of well built, strong second class masonry, cedar wood not less than 10 x 10 or white pine or tamarack wood not less than 12 x 12, except the track stringers which may be of sound white pine, white oak or tamarack, not less than 12 x 14. The spans shall not exceed 14 feet and they shall be constructed on a plan approved by the Minister of Railways and Canals.

“All box culverts under embankments less than 12 feet in height shall be of well built, strong second class masonry or cedar wood not less than 10 x 10 or iron pipes or double strength vitrified culvert pipes.

“All superstructures of truss bridges may be sound white pine or Georgia pitch white wood, or if the trusses are covered in from the weather and shingled, in such cases, straight-grained spruce timber may be used.”

The Minister recommends that this clause be approved in place of that numbered 10 in the present specification, the contract of the 4th of September, 1883, and Order in Council of the 18th August, 1883, being amended to this effect.

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council approved by His Excellency the Governor General in Council on the 18th August, 1883.

On a Memorandum dated 13th August, 1883, from the acting Minister of Railways and Canals, representing that under date the 23rd March, last, an Order in Council was passed giving authority to the Minister of Railways and Canals, in the event of a certain bill then before the Legislature of the province of Quebec becoming law, which bill contemplated the amendment and consolidation of various Acts respecting the Quebec and Lake St. John Railway Company, to enter into agreement with that company in respect to the construction of that portion of their line between St. Raymond and Lake St. John, and the grant of the subsidy therefor sanctioned by the Act of the Dominion Government passed previous session and that with one or two minor changes, the Bill in question did become law as the Provincial Act 46 Vic. chap. 88.

The Minister now recommends that approval be given to the descriptions and specifications annexed with the accompanying draft of an agreement which it is proposed to make with the said company and to the dates for completion proposed as follows, namely, for completion to a point near the southern extremity of the Island of Lake Edward by the 31st December, 1885, and for completion to Lake St. John by the 25th May, 1887, being the extreme limit allowed by the Dominion Act 46 Vic. chap. 25, and furthermore that he be authorized on behalf of the Government to enter into agreement with the company for the execution of the work and the payment of the subsidies severally approved by the Acts 45 Vic. chap. 14, and 46 Vic. chap. 25, in accordance with the aforesaid accompanying draft.

The committee concur in the foregoing recommendations and submit the same for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

QUEBEC AND LAKE ST. JOHN RAILWAY.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignment and gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade of the trunk line not to exceed one hundred and six feet to the mile with two exceptions at about the 12th mile from St. Raymond and near Lake St. John, where gradients of 118 feet per mile may be used, and the minimum curvature not to be of less radius than eight feet, with the exception of two short curves of 600 feet radius at about the 86th mile.

3rd. In all wooded sections the land must be cleared to the width of not less than thirty-three feet on each side of centre of line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, on embankments less than two feet in depth.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. Through settlements the railway must be enclosed with substantially built legal fences.

7th. Road-crossings with cattle guards and signboards shall be provided wherever required.

8th. The width of cuttings at formation shall be twenty feet, embankments fifteen feet.

9th. Efficient drainage must be provided either by open ditches or under-drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended. Piers and abutments of large bridges and culverts must be of massive stone masonry or iron made of durable materials, thoroughly permanent in character and in every essential particular equal to the best description of like work in the Dominion.

11th. The rails shall be of steel, weight 56 pounds per lineal yard, of approved pattern and with the most approved fish or scabbard joint.

12th. The roadway must be well ballasted with either gravel or other suitable material.

13th. Sufficient siding accommodation shall be provided by the company as may be necessary to meet the requirements of the traffic.

14th. Sufficient rolling stock, necessary to accommodate the business of the line, shall be provided by the company with stations and terminal accommodations, including engine sheds, turntables, shops, machinery, &c., &c.

QUEBEC AND LAKE ST. JOHN RAILWAY,
QUEBEC, 30th April, 1883.

J. G. SCOTT, *Secretary.*

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ARTICLES OF AGREEMENT made and entered into this fourth day of September, in the year of our Lord, one thousand eight hundred and eighty,

BETWEEN "The Quebec and Lake St. John Railway," of the first part, and Her Majesty Queen Victoria, represented herein by the Acting Minister of Railways and Canals, of the second part.

WITNESSETH, That whereas, it is in and by an Act passed in the session of the Parliament of Canada held in the forty-fifth year of Her Majesty's reign, chaptered and intituled: "An Act to provide for the granting of subsidies for the construction of certain lines of railway from St. Raymond to Lake St. John, both of the province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole three hundred and eighty-four thousand dollars," the said subsidy to be granted to such company as shall be approved by the Governor in Council as having established to his satisfaction its ability to complete the said railway within a reasonable time, to be fixed by Order in Council, and according to descriptions and specifications to be approved by the Governor in Council, such subsidy to be payable by instalments on the completion of each ten miles of railway proportionate to the value of the portion so completed in the comparison with the whole work undertaken, such proportion to be established by the report of the said Minister of Railways and Canals, provided always, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting therewith as the Governor in Council may determine.

AND WHEREAS, "The Quebec and Lake St. John Railway Company" has been duly approved by the Governor in Council, and has established to his satisfaction its ability to complete the said railway within a reasonable time to be fixed by Order in Council,

AND WHEREAS, The Governor in Council has duly approved of the descriptions and specifications hereto annexed marked "A,"

AND WHEREAS, by an Act passed in the session of the Parliament of Canada held in the forty-sixth year of Her Majesty's reign, and intituled: "An Act for authorizing subsidies for the construction of the lines of railway therein mentioned," it is amongst other things in effect enacted, that it shall be lawful for the Governor in Council to grant to the Quebec and Lake St. John Railway Company for twenty-five miles of their railway, from St. Raymond to Lake St. John, in the province of Quebec, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole eighty thousand dollars in addition to the subsidy granted by the Act forty-fifth Victoria, chapter fourteen (hereinbefore referred to) the said railway to be commenced within two years from the first of July next, and completed within a reasonable time, not to exceed four years from and after the passing of this Act, to be fixed by Order in Council and according to the descriptions and specifications to be approved by the Governor on the report of the Minister of Railways and Canals and specified in an agreement to be made by the company with the Government, the said subsidy to be payable out of the Consolidated Revenue Fund of Canada, by instalments, on the completion of each section of not less than ten miles of railway proportionate to the value of the proportion so completed in comparison with the whole work undertaken to be established by the report of the said Minister; Provided always, that the granting of such subsidies shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all

reasonable facilities and equal mileage rates to all railways connecting with the line of railways so subsidized as aforesaid, as the Governor in Council may determine.

NOW THIS AGREEMENT WITNESSETH that in consideration of the said subsidy to be paid in the manner aforesaid—

“The Quebec and Lake St. John Railway Company” covenants and agrees to and with Her Majesty, Her heirs and successors, in manner following, that is to say :—

1st. That the company shall and will truly and faithfully make, build, construct and complete a line of railway from St. Raymond to Lake St. John, the points and approximate route and course being shown on the map hereunto annexed marked “B,” and all bridges, culverts, and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, works and all the engineering services, whether in the field or in preparing plans or doing the office work, to the entire satisfaction of the Governor in Council.

2nd. That the company shall and will locate and construct the said line of railway on as straight a course as practicable between St. Raymond and Lake St. John, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles and as shall be allowed by the Governor in Council

3rd. That the gradients and alignments shall be the best that the physical features of the country will admit of in conformity with the aforesaid specification hereto annexed, marked “A.”

4th. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the work executed with that remaining to be done.

5th. That the said company shall commence the works embraced in this agreement within three months from the date hereof and shall complete the same, to wit :

From some point on their existing line to a point near the southern extremity of the Island of Lake Edward by the thirty-first day of December, A.D. one thousand eight hundred and eighty-five, and thence to a point near Lake St. John by the twenty-fifth day of May, A.D. one thousand eight hundred and eighty-seven, time being declared to be material and of the essence of this contract.

6th. That the company will, upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep and maintain the same and the rolling stock required thereto in good sufficient working and running order, and shall continuously and faithfully operate the same.

7th. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked “A,” and upon a line of location to be approved of by the Governor in Council.

8th. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways

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connecting with the said line of railway as the Governor in Council may determine.

9th. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property personal and real of every character shall upon completion of the said line of railway and works appertaining thereto, be the property of the company.

10th. And it is hereby specially agreed and understood that the debt due to Her Majesty's Customs Department by "The Quebec and Lake St. John Railway Company" shall be repaid to Her said Majesty out of the amount of the subsidy hereinbefore mentioned.

In witness whereof "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the president of the said company, and the acting Minister of Railways and Canals hath hereunto set his hand and caused the seal of the Department of Railways and Canals to be hereto affixed and these presents to be countersigned by the secretary of the said department.

Signed by the president of the
said company, the corporate
seal of the company having
been hereto affixed in the pre-
sence of
J. G. SCOTT,
Secretary.

T. LEDROIT,
President.

Signed and sealed by the acting
Minister and by the secretary
of the Department of Railways
and Canals in the presence
of
H. A. FISSIAULT.

J. H. POPE,
Acting Minister of Railways and Canals.
A. P. BRADLEY,
Secretary.

Exhibit "LJ" 83, for the Crown; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

A.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one half inches, with necessary sidings.

2nd. The alignments, gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed one hundred and thirty-two feet to the mile, and the minimum curvature not to be of less radius than eight hundred and nineteen feet.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. Through settlements the railway must be enclosed with substantially-built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be for rock, eighteen feet, for earth twenty feet, embankments fifteen feet.

9th. Efficient drainage must be provided by open ditches and under-drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended ; piers and abutments of truss bridges must be of massive masonry except abutments of bridge over Little River, 2nd mile north of junction with the North Shore Railway, which may be of pine timber, cribwork filled with stone, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry or iron, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion. Culverts under embankments less than twelve feet in height may be pine of wood. Superstructure of truss bridges may be of wood

11th. The rails shall be of steel, weighing not less than fifty pounds per lineal yard, of approved pattern, and with the most approved fish-plate.

12th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be 8 inches face by 6 inches thick and 8 feet long—2,600 to the mile.

13th. Sufficient siding accommodation, stations, tanks, turntables or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

14th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line shall be provided by the company.

Signed in presence of

H. A. FISSIAULT,
M. DESJARDINS.

T. LEDROIT,
President.

J. G. SCOTT,
Secretary.

J. H. POPE,

Minister Railways and Canals.

A. P. BRADLEY,
Secretary.

THIS CONTRACT AND AGREEMENT made the tenth day of February, in the year one thousand eight hundred and eighty-six.

BETWEEN Her Majesty THE QUEEN, acting in respect of the Dominion of Canada, and herein represented by the Honourable John Henry Pope, Minister of Railways and Canals, of the first part :

AND the Quebec and Lake St. John Railway Company, of the second part :

WITNESSETH that whereas it is, in and by an Act passed in the Session of the Parliament of Canada held in the forty-eighth and forty-ninth year of Her

Edgar versus Caron.

Majesty's reign, chaptered fifty-nine, and intituled, "An Act to authorize the granting of the subsidies therein mentioned in aid of the construction of certain Railways," amongst other things, in effect enacted: That the Governor in Council may grant:

To the Quebec and Lake St. John Railway Company, for a line of railway from its junction with the North Shore Railway, to St. Raymond, on the condition of the company extending their road to a point 50 miles north of St. Raymond, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole ninety-six thousand dollars, the said railway to be commenced within two years from the first day of August, A. D. 1885, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and to be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council, on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the Company with the Government; the location of such line of railway to be subject to the approval of the Governor in Council; the said subsidy to be payable out of the Consolidated Revenue Fund of Canada by instalments, on the completion of each section of the railway of not less than ten miles, proportionate to the value of the portion so completed, in comparison with that of the whole work undertaken, to be established by the report of the said Minister.

Provided always, that the granting of such subsidy shall be subject to such conditions, for securing such running powers or traffic arrangements, and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting the line of railway so subsidized, as the Governor in Council may determine.

AND WHEREAS the Governor in Council has duly approved of the descriptions, conditions and specifications hereto annexed, marked "A," as the descriptions, conditions and specifications for the construction of the railway from the junction of the Quebec and Lake St. John Railway on the North Shore Railway to St. Raymond, and of the location thereof.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Quebec and Lake St. John Railway Company" covenants and agrees to and with Her Majesty, Her Heirs and successors in manner following, that is to say:—

1. That the Company have already built a line of railway from the junction of the Quebec and Lake St. John Railway on the North Shore Railway to St. Raymond, the points and route and course being shown on the map filed in the Department of Railways and Canals marked "B"; and all bridges, culverts and works appurtenant thereto, and have completed the said line of railway, bridges, culverts, and performed all engineering services, whether in field, or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the Company have satisfied the said Minister as to their compliance with the condition mentioned in the Act above mentioned of extending their road to a point 50 miles north of St. Raymond.

3. That the gradients and alignment are the best that the physical features of the country admit of in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the Company have furnished profiles and plans of the whole line of railway herein subsidized, such profiles and plans have been approved by the Governor in Council, and before any payments are made, the company will

furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

6. That the company will truly and faithfully keep the said line of railway and the rolling stock required therefor in good and sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the company have completed the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway, as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character, shall be the property of the company.

IN WITNESS WHEREOF, "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto, and these presents to be signed by the president and by the secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the Secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary of the said Company, the corporate seal of the Company having been hereto affixed, in the presence of

JAS LARMON.
ALEX HARDY.

Signed and sealed by the Minister and by the Secretary of the Department of Railways and Canals, in the presence of

H. A. FISSIAULT.
M. DESJARDINS.

T. LEDROIT,
President.

J. G. SCOTT,
Secretary.

J. H. POPE,
Minister of Railways & Canals.

A. P. BRADLEY,
Secretary.

Exhibit "LJ" 84, for the Crown ; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

CERTIFIED Copy of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 26th July, 1892.

On a memorandum dated 23rd July, 1892, from the Minister of Railways and Canals, representing that by the Act 52 Vic., ch. 3 (1889) authority was given for the grant of the following subsidy :—

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To the Quebec and Lake St. John Railway Company for 20 miles of their railway from the end of the section or 30 miles from Lake St. John towards Chicoutimi in the province of Quebec, a subsidy not exceeding \$3,200 per mile, nor exceeding in the whole \$64,000.

The Minister further represents that the company having applied for admission to contract, a draft of such contract, containing specifications, conditions and descriptions suitable to the case has been prepared by the department and is hereto attached.

That the said draft contract has been made to embrace also the works for the first 30 miles from Chambord Junction as to which a contract was entered into on the 5th December, 1888, the specification attached thereto being thereby modified, and also to the 4 miles towards Roberval, as to which two sections the Subsidy Acts of last session made special provision.

The Minister recommends that the same be approved and that he be authorized to sign the said draft on behalf of the Government, the date for completion being fixed as the 1st of August, 1893.

The Minister further represents that plans and profiles have been sent by the company for approval on the 4th March, 1892, as to which the chief engineer of Government railways has reported favourably under date the 22nd July, 1892, with respect to the portion between the 30th and the 50th mile provided the grade shown by a red line be followed.

The Minister therefore recommends that the location of the said portion be approved subject to the condition named.

The Committee submit the above for your Excellency's approval.

JOHN J. MCGEE,

Clerk of the Privy Council.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 18th April, 1891.

On a memorandum dated 15th April, 1891, from the Minister of Railways and Canals, representing that application has been made by the Quebec and Lake St. John Railway Company for an extension of time for the completion of the 30 miles of their Chicoutimi Branch, subsidized under the Act 51 Vic., cap 3 (1888), the contract for which work, dated the 5th of December, 1888, and authorized by an Order in Council of the 17th of November previous, calling for completion by the 1st of August, 1890. The company represent that the costly and difficult character of the work, especially of the bridging, has rendered it impossible to execute it within the given period.

The Minister recommends (the chief engineer of Government railways having reported favourably on this application) that the date for completion be extended to the 1st of August, 1892, the limit allowed by the Act, the contract and also the Order in Council of the 17th of November, 1888, being named to this effect.

The committee submit the same for Your Excellency's approval.

JOHN J. MCGEE,

Clerk, Privy Council.

CERTIFIED COPY of a Report of the Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 20th March, 1891.

On a memorandum dated the 12th March, 1891, from the Minister of Railways and Canals, recommending, on an application made by the Quebec and Lake St. John Railway Company, favourably entertained by the chief engineer of Government railways, that the specification attached to the contract made with that company on the 5th of December, 1888, for the construction under subsidy of a line of railway from Lake St. John, 30 miles, towards Chicoutimi, be modified, the sections number 10, 11 and 16 of such specifications being cancelled and the following being substituted therefor:—

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended, piers and abutments of truss bridges must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, iron or double strength vitrified culvert pipes, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11th. Open or beam culverts in embankments less than twelve feet in height shall be of strong second-class masonry or of cedar wood not less than ten inches by ten inches, except the track stringers, which may be of strong pine, white oak, tamarac or spruce timber, not less than 12 inches by 14 inches.

The span shall not exceed 14 feet, and they shall be constructed on a plan approved by the Minister of Railways and Canals. Superstructure of truss bridges may be of white sound pine or Georgia pitch pine wood, or if the trusses are covered in from the weather and shingled, in such case straight-grained spruce timber may be used.

12th. Box culverts under embankments less than 12 feet in height shall be of strong second-class masonry or cedar, 10 by 10 inches, or double strength vitrified clay culvert pipe.

16th. Trestle or pile bridges will not be allowed except upon the written authority of the Minister of Railways and Canals. When allowed, the timber of which they are to be constructed must also be approved by him.

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradients and curvatures shall be the best the physical features of the country will admit of, the maximum grade not to exceed eighty (80) feet to the mile, and the minimum curvature not to be of less radius than nine hundred and fifty-five (955) feet (or 6°) except at Chambord Junction, where a curve of eight hundred and eighteen (818) feet (or 7°) will be allowed.

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3rd. In all wooded sections the land must be cleared to the width of not less than fifty (50) feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. The railway must be enclosed with substantially-built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall not be less than twenty (20) feet, embankments not less than fifteen (15) feet, when settled into place.

9th. Efficient drainage must be provided by open ditches and under-drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended; piers and abutments of truss bridges must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, or iron, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11th. Open or beam culverts in embankments less than twelve feet in height shall be of strong second class masonry or of cedar wood not less than 10 inches by 10 inches, except the track stringers which may be of sound pine, white oak, tamarack or spruce timber, not less than 12 inches by 14 inches. The span shall not exceed 14 feet, and they shall be constructed on a plan approved by the Minister of Railways and Canals. Superstructure of truss bridges may be of sound white pine or Georgia pitch pine wood, or if the trusses are covered in from the weather and shingled, in such case straight-grained spruce timber may be used.

12th. Box culverts under embankments less than 12 feet in height shall be of strong second class masonry or cedar 10 by 10 inches.

13th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved pattern and with the most approved fish-plate.

14th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be 8 inches face by 6 inches thick and 8 feet long—2,600 to the mile.

15th. Sufficient siding accommodation, stations, tanks, turntables or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

16th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line shall be provided by the company, of which the Minister of Railways and Canals shall be the judge.

17th. Trestle or pile bridges will not be allowed except upon the written authority of the Minister of Railways and Canals. When allowed, the timber of which they are to be constructed must also be approved by him.

18th. In cases in which the Minister of Railways and Canals gives his written authority for the erection of a trestle bridge, it shall be built of good

sound white or Georgia pitch pine, well framed and strongly put together with screw bolts and nuts upon a plan approved by him.

J. II. POPE,

Minister of Railways and Canals.

A. P. BRADLEY,

Secretary.

SIMON PETERS,

President.

J. G. SCOTT,

Secretary.

Witness to signatures of Minister and Secretary

{ H. A. FISSIAULT,
M. DESJARDINS.

E. A. HOARE,

Engineer.

THIS CONTRACT AND AGREEMENT made the fifth day of December, in the year one thousand eight hundred and eighty-eight,

BETWEEN Her Majesty THE QUEEN, acting in respect of the Dominion of Canada, and herein represented by the Honourable John Henry Pope, Minister of Railways and Canals, of the first part, and the Quebec and Lake St. John Railway Company, of the second part;

WITNESSETH, that whereas it is, in and by an Act passed in the session of the Parliament of Canada held in the fifty-first year of Her Majesty's reign, chaptered three, and intituled, "An Act to authorize the granting of subsidies in aid of the construction of the lines of railway therein mentioned," amongst other things in effect enacted: That the Governor in Council may grant:

To the Quebec and Lake St. John Railway Company, for 80 miles of their railway from Lake St. John towards Chicoutimi, or from Chicoutimi towards Lake St. John, being a transfer made at the request of the Saguenay and Lake St. John Railway Company of the subsidy granted to them by 50 and 51 Vic., chap. 24, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole ninety-six thousand dollars, the said railway to be commenced within two years from the first day of August, A. D., 1888, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and to be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the Company with the Government, and which the Government is thereby empowered to make; the location of such line of railway to be subject to the approval of the Governor in Council; the said subsidy to be payable out of the Consolidated Revenue Fund of Canada by instalments on the completion, to the satisfaction of the Minister of Railways and Canals, of each section of the railway of not less than ten miles, proportionate to the value of the portion so completed, in comparison with that of the whole work undertaken, to be established by the report of the said Minister, or upon completion of the work subsidized.

AND WHEREAS the Governor in Council has duly approved of the descriptions, conditions and specifications hereto annexed, marked "A," as the descriptions, conditions and specifications for the construction of the said railway.

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NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Quebec and Lake St. John Railway Company" covenants and agrees to and with Her Majesty, Her Heirs and Successors in manner following, that is to say:—

1. That the company shall and will well, truly and faithfully make, build, construct and complete a line of railway from Chambord Junction, of their railway, near Lake St. John, towards Chicoutimi, thirty miles, the points and approximate route and course being shown on the map filed in the Department of Railways and Canals, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges and culverts, and perform all engineering services, whether in the field or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the company shall and will locate and construct the said line of railway on as straight a course as practicable, between the points above mentioned, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said company have commenced the works embraced in this agreement and shall complete the same, to wit:—on or before the first day of August, A. D., eighteen hundred and ninety, 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 said date or dates, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever which may be at the time of the failure of the completion as aforesaid due and owing to the company.

6. That the company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real of every character, shall upon completion of the said line of railway and works appertaining thereto, be the property of the company.

In witness whereof, "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the President and by the Secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the

same to be sealed and countersigned by the Secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary of the said company, the corporate seal of the company having been hereto affixed, in the presence of

A. VALLERAND,
STUART S. OLIVER.

SIMON PETERS,
President.
J. G. SCOTT,
Secretary.

Signed and sealed by the Minister and by the Secretary of the Department of Railways and Canals, in the presence of

H. A. FISSIAULT,
M. DESJARDINS.

J. H. POPE,
Minister of Railways and Canals.

A. P. BRADLEY,
Secretary.

Exhibit "LJ" 85, for the Crown; filed 21st September, 1892.

G. HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 7th January, 1892.

On a memorandum dated 4th January, 1892, from the Acting Minister of Railways and Canals, representing that under date the 29th December, ultimo, the Chief Engineer of Government Railways has reported on the result of a further inspection made of the section of the Quebec and Lake St. John Railway, 12 miles in length, from Lorette via Charlesbourg to Quebec, subsidized by the Act 53 Vic. ch. 2.

The Minister further represents that such report shows this section to be completed, and that the company have earned the whole of their subsidy, amounting to.....	\$38,400
Of this sum, payment has already been authorized of.....	26,300
Leaving the balance now payable.....	12,100

The Minister recommends that authority be given for the payment of this balance, \$12,100.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk of the Privy Council.

CERTIFIED COPY of a report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 21st April, 1891.

On a memorandum dated 13th April, 1891, from the Minister of Railways and Canals, representing that in connection with certain subsidies granted in aid of railway bridge construction, such subsidy being to the extent of 15 per

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cent. of the value of the work, up to a certain limit, the chief engineer of Government Railways has applied for information as to the intention of the grant, the point being whether the subsidy to be payable on the value of the actual bridge from tail to tail of the abutments, or on the value of the entire structural works, forming a roadway from bank to bank of the river to be crossed. The case is shewn in the accompanying diagram.

The Minister submits the question for determination.

The committee have come to the conclusion that the latter is the general principle to be adopted, but that payments on each grant on account of a bridge subsidy shall be submitted to Council.

JOHN J. MCGEE,
Clerk of the Privy Council.

A.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradients and curvatures shall be the best the physical features of the country will admit of, the maximum grade not to exceed sixty nine (69) feet to the mile, except for a few hundred feet on landing from the St. Charles bridge to the Louise embankment, where ninety-nine (99) feet per mile will be allowed; and the minimum radius of curve shall not be less than nineteen hundred and ten (1910) feet or 3° , excepting the curve at the head of the Louise Dock, which may be of a minimum radius of five hundred (500) feet or $11^{\circ} 15'$.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty (50) feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in length.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. The railway must be enclosed with substantially-built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be not less than twenty (20) feet, embankments not less than fifteen (15) feet, when settled into place.

9th. Efficient drainage must be provided by open ditches and under-drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended; piers and abutments of truss bridges must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, iron or double strength vitrified culvert pipes, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11th. Open or beam culverts in embankments less than twelve feet in height shall be of strong second class masonry or of cedar wood not less than 10 inches by 10 inches, except the track stringers which may be of sound pine, white oak, tamarack or spruce timber, not less than 12 inches by 14 inches. The span shall not exceed 14 feet, and they shall be constructed on a plan approved by the Minister of Railways and Canals. Superstructure of truss bridges may be of sound white pine or Georgia pitch pine wood, or if the trusses are covered in from the weather and shingled, in such case, straight-grained spruce timber may be used, or double strength vitrified clay culvert pipes.

12th. Box culverts under embankments less than 12 feet in height shall be of strong second class masonry or cedar 10 by 10 inches.

13th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved pattern and with the most approved fish-plate.

14th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be 8 inches face by 6 inches thick and 8 feet long—2,600 to the mile.

15th. Sufficient siding accommodation, stations, tanks, turntables or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

16th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line, including this section, is already provided by the company.

17th. Trestle or pile bridges will not be allowed except upon the written authority of the Minister of Railways and Canals. When allowed, the timber of which they are to be constructed must also be approved by him.

THIS CONTRACT AND AGREEMENT made the second day of December, in the year one thousand eight hundred and ninety.

BETWEEN Her Majesty THE QUEEN, acting in respect of the Dominion of Canada, and herein represented by the Minister of Railways and Canals, of the first part ;

And the QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY, of the second part ;

WITNESSETH, that whereas it is, in and by an Act passed in the session of the Parliament of Canada held in the fifty-third year of Her Majesty's reign, chaptered two, and intituled, "An Act to authorize the granting of subsidies in aid of the construction of the lines of railway therein mentioned," amongst other things in effect enacted : That the Governor in Council may grant :

To the Quebec and Lake St. John Railway Company, for a railway bridge over the St. Charles River, to give access to the city of Quebec, a subsidy not to exceed in the whole \$30,000, also for 12 miles of their railway from Lorette via Charlesbourg to Quebec, a subsidy not exceeding (\$3,200) three thousand two hundred dollars per mile, not exceeding in the whole sixty-eight thousand four hundred dollars, it being provided therein that the line of railway, unless it is already commenced, shall be commenced within two years from the first day of July, A.D. 1890, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and shall be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government, and which the Government is thereby empowered

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to make ; the location also of such line of railway shall be subject to the approval of the Governor in Council ; the said subsidy shall be payable out of the Consolidated Revenue Fund of Canada by instalments on the completion, to the satisfaction of the Minister of Railways and Canals, of each section of the railway of not less than ten miles, proportionate to the value of the portion so completed, in comparison with that of the whole work undertaken, to be established by the report of the said Minister, or upon completion of the work subsidized.

Provided always, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements, and other rights, as will afford all reasonable facilities and equal mileage rates to all railways connecting with that so subsidized, as the Governor in Council may determine.

AND WHEREAS the Governor in Council has duly approved of the description, conditions and specifications hereto annexed, marked "A," as the descriptions, conditions and specifications for the construction of the said railway.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Quebec and Lake St. John Railway Company" covenants and agrees to and with Her Majesty, Her Heirs and Successors in manner following, that is to say :—

1. That the Company shall and will well, truly and faithfully make, build, construct and complete a line of railway from Lorette via Charlesbourg to Quebec, and a railway bridge over the St. Charles River to give access to the city of Quebec, said railway of a length of twelve miles, the points and approximate route and course being shown on the map filed in the department of Railways and Canals, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges and culverts, and perform all engineering services, whether in the field or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the Company shall and will locate and construct the said line of railway on as straight a course as practicable, between the points above mentioned, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the Company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the Company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said Company shall commence the works embraced in this agreement within two months and shall complete the same, to wit :—on or before the first day of October, A.D. eighteen hundred and ninety-one, 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 said date or dates, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever which may be at

the time of the failure of the completion as aforesaid due and owing to the Company.

6. That the Company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the Company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway so subsidized as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real of every character, shall upon completion of the said line of railway and works appertaining thereto, be the property of the company.

In witness whereof, "The Quebec and Lake St. John Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the president and by the secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the Secretary of the Department of Railways and Canals.

Signed by the president and by the secretary
of the said company, the corporate
seal of the company having been here-
unto affixed, in the presence of

FRANK ROSS,
President.
J. G. SCOTT,
Secretary.

JAS. PIDDINGTON,
JNO. LYNCH.

Signed and sealed by the Minister and
by the secretary of the Depart-
ment of Railways and Canals,
in the presence of

JOHN A. MACDONALD,
Minister of Railways and Canals.
A. P. BRADLEY,
Secretary.

H. A. FISSIAULT.
M. O'NEIL.

Exhibit "LJ" 86, for the Crown ; filed 21st September, 1892.

GUST. HAMEL,
Clerk, R. C.

CERTIFIED COPY of a report of a Committee of the Honourable the Privy Council,
approved by the Honourable the Deputy Governor on the 3rd October, 1885.

On a Memorandum dated 2nd October, 1885, from the Minister of Railways and Canals submitting that at the last session of Parliament an Act 48-49 Vict., chap. 58, was passed, authorizing the grant of subsidies in aid of the construction of certain railways named, and that amongst these was one

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in further aid of the construction of a line from a point on the Intercolonial Railway at Rivière du Loup or Rivière Ouelle in the province of Quebec to Edmundston in the province of New Brunswick. The Minister represents that in connection with this subsidy the said Act provided as follows : " for the purpose of incorporating the persons undertaking the construction of the said railway and those who shall be associated with them in the undertaking, the Governor may grant to them under such corporate name as he shall deem expedient, a charter conferring upon them the franchises, privileges and powers requisite for the said purposes, which shall be similar to such of the franchises, privileges and powers granted to railway companies during the present session as the " Governor shall deem most useful or appropriate to the said undertaking ; and such charter being published in the " Canada Gazette," with any Order or Orders in Council relating to it, shall have force and effect as if it were an Act of the Parliament of Canada."

The Minister further submits a petition from certain persons, viz. : Alexander Roderick McDonald, superintendent of the Quebec Division, Intercolonial railway ; Paul Etienne Grandbois, doctor, member of the Parliament of Canada, Damase Rossignol, doctor, all residents of Fraserville, Quebec ; George Honoré Deschênes, farmer and member of the Provincial Legislature of Quebec, resident of the parish of St. Epiphane ; John J. McDonald, Ottawa ; Adolphe Hamel, merchant, Joseph Israel Tarte, journalist, both residents of the city of Quebec ; and Charles Bertrand, of Isle Verte, merchant, praying that a charter might be granted incorporating them, conformably to the said Act for the purposes indicated under the name of " The Temiscouata Railway Company." The Minister recommends that authority be given for the grant of such charter in accordance with the provisions of the Act as above quoted.

The committee advise that authority be granted and that the Minister of Justice prepare the same in accordance with the provisions of the Act 48-49 Vict., chap. 58, section 1, sub.-sec. 1, as prayed for in the above mentioned petition.

JOHN J. MCGEE,

Clerk, Privy Council.

Exhibit " LJ " 87, for the Crown ; filed 21st September, 1892.

GUST. HAMEL

Clerk, R. C.

SCHEDULE.

CANADA.

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

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

Whereas by an Act of the Parliament of Canada, passed in the session held in the 48th and 49th years of Her Majesty's reign, and chaptered 58, it is in effect enacted that for the purpose of incorporating the persons undertaking the construction of a railway from a point on the Intercolonial Railway at River du Loup or River Ouelle, in the province of Quebec,

to Edmundston, in the province of New Brunswick, and those associated with them in the undertaking, the Governor may grant to them, under such corporate name as he shall deem expedient, a charter conferring upon them the franchises, privileges and powers requisite for the said purposes, which shall be similar to such of the franchises, privileges and powers granted to railway companies during the session, as the Governor shall deem most useful or appropriate to the said undertaking, and that such charter being published in the *Canada Gazette* with any Order or Orders in Council relating to it shall have force and effect as if it were an Act of the Parliament of Canada.

NOW KNOW YE, that, by and with the advice of our Privy Council for Canada, and under the authority of the hereinbefore in part recited Act, and of any other power and authority whatsoever in us vested in this behalf, We do, by these Our Letters Patent, grant a charter unto the persons hereinafter mentioned by name and to those who may be associated with them for the purposes hereof, conferring upon them the franchises, privileges and powers hereinafter set forth, that is to say:—

1st. Alexander Roderick McDonald, Superintendent of the Quebec Division, Intercolonial Railway; Paul Etienne Grandbois, Doctor, Member of the Parliament of Canada; Damase Rossignol, Doctor, all residents of Fraserville, Quebec; George Honore Deschenes, farmer and Member of the Provincial Legislature of Quebec, resident of the Parish of St. Epiphane; John J. McDonald, of Ottawa; Adolphe Hamel, merchant; Joseph Israel Tarte, journalist, both residents of the city of Quebec, and Charles Bertrand, merchant of L'Isle Verte, together with such other persons as may become shareholders in the company to be hereby incorporated, are hereby declared to be a body corporate and politic by the name of the "Temiscouata Railway Company," hereinafter called "the company," and the said railway and the works hereby authorized are declared to be for the general advantage of Canada, and "The Consolidated Railway Act, 1879," and the Acts amending the same, shall as hereby modified, apply to the said railway, as if this charter were an Act of the Parliament of Canada.

2nd. The company may lay out, construct and operate a railway from a point on the Intercolonial Railway at Rivière du Loup, in the province of Quebec, to Edmundston in the province of New Brunswick.

3rd. The said Alexander Roderick McDonald, Paul Etienne Grandbois, Damase Rossignol, George Honoré Deschenes, John J. McDonald, Adolphe Hamel, Joseph Israel Tarte, and Charles Bertrand, shall be provisional directors of the company (of whom five shall be a quorum), and shall hold office as such until the first election of directors under this charter and shall have power forthwith to open stock books, procure subscriptions for stock for the undertaking, make calls on stock subscribed, receive payments thereon, make, or cause to be made, plans and surveys of the works herein contemplated, and to deposit in any chartered bank of Canada, all moneys received by them on account of stock subscribed, or otherwise received on account of the company, and to withdraw the same for the purposes only of the undertaking, and to receive, on behalf of the company, any grant, loan, bonus or gift made to it in aid of the undertaking, or any portion of it.

4th. The capital stock of the company shall be five hundred thousand dollars divided into five thousand shares of one hundred dollars each, and shall be applied in the first place for the payment of all expenses of organizing the

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company, and for making the surveys, plans and estimates connected with the works hereby authorized.

5th. When twenty-five per cent of the capital stock has been subscribed and ten per cent thereof has been paid into some chartered bank of Canada to the credit of the company, the provisional directors shall call a general meeting of the subscribers to the capital stock, to be held at Fraserville, county of Temiscouata, for the purpose of electing nine directors—giving at least two weeks previous notice of such meeting in the *Canada Gazette* and in some daily newspaper published in said Fraserville, or in the city of Quebec, and also by circular addressed by mail to each subscriber, stating the time, place and purpose of the said meeting; and at such general meeting the shareholders may choose nine persons, qualified as hereinafter mentioned, to be directors of the company, who, together with the *ex-officio* directors (if any) appointed under the provisions of this charter, shall constitute a board of directors, and shall hold office until the first Tuesday in March in the year following their appointment.

6th. Thereafter the annual general meeting of the shareholders of the company for the election of directors and other general purposes, shall be held in said Fraserville, on the first Tuesday in March in each year, when nine directors shall be chosen to hold office for one year; and two weeks previous notice of such meeting shall be given by advertisement published as provided for in the next preceding section.

7th. No person shall be a director of the company unless he is the holder, in his own right, of at least ten shares in the stock of the company, and has paid up all calls thereon.

8th. Special general meetings of the shareholders of the company may be called in the method prescribed by the by-laws of the company, and upon notice to be given by advertisement published as provided in section five.

9th. At all meetings of the Board of Directors, five shall form a quorum for the transaction of business, and the said Board of Directors may employ one of their board as a paid director.

10th. The number of directors may be increased to not more than twelve by by-law passed by the shareholders at any general meeting or special meeting called for that purpose.

11th. The company may receive as aid, in the construction of the said railway, any lands in the vicinity thereof, or any other real property required for the purposes of the railway, either as gifts or in payment of stock, and may legally dispose of the same, and may alienate the lands or other real property for the purposes of the company; and the company may receive in aid of the construction of the said railway, any bonus in money or debentures, either with or without condition, and may enter into agreements for the carrying out of any such conditions, or with respect thereto.

12th. The Mayor or Warden or other head of any municipal corporation lawfully giving a bonus to the amount of ten thousand dollars or upwards in aid of the construction of such railway, shall be *ex-officio* one of the directors of the company in addition to the number of directors hereby authorized.

13th. The company may become party to promissory notes and bills of exchange for sums not less than one hundred dollars; and any such promissory notes made, drawn, accepted or endorsed by the president or vice-president of the company and countersigned by the secretary and treasurer of the company, shall be binding on the company; and every such promissory note or bill of exchange so made, drawn, accepted or endorsed shall be taken

to have been made, drawn, accepted or endorsed with proper authority, and in no case shall it be necessary to have the seal of the company affixed to such promissory note or bill of exchange, nor shall the said president or vice-president, or the secretary and treasurer, be individually responsible for the same, unless the said promissory note or bill of exchange has been issued without proper authority; provided, however, that nothing in this section shall be construed to authorize the company to issue any note or bill of exchange payable to bearer, or intended to be circulated as money, or as the note or bill of a bank.

14th. The directors of the company, after the sanction of the shareholders has been first obtained at any special general meeting, called from time to time for such purpose,—at which meeting shareholders representing at least one-half in value of the stock, are present,—may issue bonds, made and signed by the president or vice-president of the company, and countersigned by the secretary and treasurer, and under the seal of the company, for the purpose of raising money for prosecuting the said undertaking; and such bonds shall be taken to be and shall be the first preferential claim and charge upon the undertaking, and the franchises, tolls and property of the company, real and personal, then existing, and at any time thereafter acquired; provided, however, that the whole amount of such issue of bonds shall not exceed in all the sum of twenty thousand dollars per mile of the said railway, to be issued in proportion to the length of railway constructed or under contract to be constructed; and, provided also, that in the event, at any time, of the interest upon the said bonds remaining unpaid and owing, then at the next ensuing annual general meeting of the company, and at all other general or special meetings, as long as the said default continues, all holders of bonds shall have and possess the same rights and privileges and qualifications for being elected directors and for voting as they would have if the bonds they held had been shares; provided, that the bonds and any transfers thereof, have been first registered in the same manner as is provided for the registration of shares; and it shall be the duty of the secretary of the company, upon production thereof, to register the same in the manner required by the bearer thereof, and being required so to do by such bearer.

15th. The company may secure such bonds by a deed or deeds of mortgage, executed by the company with the authority of its shareholders, expressed by a resolution passed at such special or general meeting; and any such deed may contain such description of the property mortgaged by such deed and such conditions respecting the payment of the bonds secured thereby and of the interest thereon, and the remedies to be enjoyed by the holders of such bonds, or by any trustee or trustees for them in default of such payment, and the enforcement of such remedies, and may provide for such forfeitures and penalties, in default of such payment, as are approved by such meetings.

2. Such deed may also contain, with the approval aforesaid, authority to the trustee or trustees, upon such default, as one of such remedies to take possession of the railway and property mortgaged, and to hold and run the same for the benefit of bondholders thereof, for a time to be limited by such deed, or to sell the said railway and property, after such delay, and upon such notice, terms and conditions as are stated in such deed; and with like approval any such deed may contain provisions to the effect that, upon such default, and upon such other conditions as are described in such deed, the right of voting possessed by the shareholders of the company shall cease and determine and shall thereafter appertain to the bondholders; and such deed may also

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provide for the conditional or absolute cancellation, after such sale, of any or all of the shares so deprived of voting power, and may also, either directly by its terms, or indirectly by reference to the by-laws of the company, provide for the mode of enforcing and exercising the powers and authority to be conferred and defined by such deed, under the provisions thereof; and such deed and such provisions thereof as purport, with like approval, to grant such further and other powers and privileges to such trustee or trustees, and to such bondholders as are not contrary to law or the provisions of this charter, shall be valid and binding; but if any change in the ownership or possession of the said railway and property at any time takes place under the provisions hereof, or of any such deed, or in any other manner, the said railway and property shall continue to be held and operated under the provisions hereof, and of "The Consolidated Railway Act, 1879," and of any Act amending the same, as hereby modified.

16th. The bonds authorized by this charter to be issued by the company shall be made payable to bearer, and shall be transferable by delivery until the same shall have been registered as hereinbefore provided, and shall be personal property; they may be issued in whole or in part, in the denomination of dollars or pounds sterling, or in either or both of them, and the coupons may be payable in denominations similar to those of the bonds to which they are attached; and the whole or any such bonds may be pledged, negotiated or sold upon such conditions and at such price as the board of directors from time to time determine.

17th. The company may, from time to time, for advances of money made thereon, mortgage or pledge any bonds which they, under the provisions of this charter, issue for the construction of the railway or otherwise.

18th. It shall not be necessary in order to preserve the lien, priority, charge or privilege purporting to appertain to or be created by any bond issued or mortgage deed executed under the provisions of this charter, that such bond or deed should be registered in any manner or in any place whatever; but every such mortgage deed shall be deposited in the office of the Secretary of State of Canada, of which deposit notice shall be given in the *Canada Gazette*: and in like manner any agreement entered into by the company under the next following section of this charter shall also be deposited in the said office, and a copy of such mortgage deed or agreement, certified to be a true copy by the Secretary of State or his deputy, shall be received as *prima facie* evidence of the original, in all courts, without proof of the signature or seal upon such original.

19th. The company may enter into an agreement with any other railway company whose line of railway is crossed by the line of the company hereby incorporated, or with which it connects, for conveying or leasing to such company the railway of the company hereby incorporated, in whole or in part, or any branch thereof, or any rights or power acquired under this charter, as also the surveys, plans, works, plant, material, machinery and other property to them belonging, on such terms and conditions and for such period as may be agreed upon and subject to such restrictions as to the directors seem fit; provided, that the said conveyances, leases, agreements and arrangements have been first sanctioned by a majority of the votes, at a special or general meeting of the shareholders called for the purpose of considering the same, on due notice given, and also by the Governor in Council; provided, that before such sanction by the Governor in Council shall be given, notice of the application therefor shall be published in the *Canada Gazette* and in one newspaper in

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GOVERNMENT HOUSE,

OTTAWA, Tuesday, 6th October, 1885.

Present: The Honourable the Deputy-Governor

In Council.

On the recommendation of the Acting Minister of Justice, and in accordance with the provisions of the 1st subsection of the 1st section of the Act of the Parliament of Canada, passed in the session held in the 48th and 49th years of Her Majesty's reign, chaptered 58 and intituled "An Act to authorize the granting of further subsidies to, and making further provision for the construction and efficient operation of the railways therein described,"—

The Honourable the Deputy-Governor, by and with the advice of the Queen's Privy Council for Canada, has been pleased to grant and does hereby grant a charter in the form set forth in the schedule hereto annexed, prepared under authority of the Order in Council of the 3rd October, instant, to certain persons named in the said charter, incorporating them under the name of "The Temiscouata Railway Company," for the purpose of building a railway from a point on the Intercolonial Railway at Rivière du Loup to Edmundston, in the province of New Brunswick; and the Honourable the Deputy-Governor, by and with the advice of the Queen's Privy Council for Canada, has been pleased to order, and it is hereby ordered, that the said charter with the present Order in Council, and the Order in Council of the 3rd day of October, instant, relating thereto, be published in the *Canada Gazette*, to the end that the said charter may have the same force and effect as if it were an Act of the Parliament of Canada.

JOHN J. MCGEE,

Clerk of the Privy Council.

Exhibit "LJ" 88, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

RIVIÈRE DU LOUP, 27th January, 1886.

The Hon. J. H. POPE,

Minister of Railways and Canals, Ottawa.

SIR,—We are instructed by the board of directors of the Temiscouata Railway Company to make application to the Government of Canada for the grant of the subsidies provided by Parliament in aid of the construction of a railway from a point on the Intercolonial Railway at Rivière du Loup, in the province of Quebec, to Edmundston, in the province of New Brunswick.

Our company has been incorporated under the provisions of 48-49 Vict., chapter 58, Sect. 1, by Order in Council of 6th 1885, published in the *Canada Gazette* of 10th October, 1885, and has been organized in accordance with the charter so granted, at a meeting held at Quebec on the 19th day of January, 1886, at which all the provisional directors named in the charter were present, when one fourth of the capital stock authorized by the charter, or \$125,000, was subscribed, upon which 10 per cent or \$12,500, has been paid into the Bank of Toronto, and a committee consisting of the undersigned and J. I.

Tarte, were appointed by resolution of the Board to enter into a contract on behalf of the company with the Government for the subsidies granted to the company.

The subscribers to the stock of the company are the undersigned, and the following gentlemen: Dr Rossignol, of Rivière du Loup; Adolphe Hamel, of Quebec; G. H. Deschênes, M. P. P., of St. Epiphanie; J. Israël Tarte, of Quebec; Charles B. Bertrand, of Isle Verte; and Wm. McCarthy, of Ottawa.

Proposals from responsible contractors have been received by the directors for the construction of the road within the available assets of the company consisting of the capital stock and the Dominion and Provincial Government subsidies.

We propose to construct the road in a first class manner, suitable for a link in a through line of traffic, and according to the survey made by Wm. J. Crawford, C.E., for the Government, and the profile prepared by him, and now filed in your Department (unless in any part of the alignment you may hereafter sanction a change for the improvement of the line) and according to the specification and description marked "A" herewith, and we are prepared to enter into a contract with the Government to that effect.

We have the honor to be, sir,

Your obedient servants,

A. R. McDONALD,
P. E. GRANDBOIS,
JOHN J. McDONALD.

A.

TEMISCOUATA RAILWAY.—SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradients and curvatures shall be the best the physical features of the country will admit of, the maximum grade not to exceed seventy-nine (79) feet to the mile, and the minimum curvature not to be of less radius than eight hundred and eighteen (818).

3rd. In all wooded sections the land must be cleared to the width of not less than fifty feet on each side of the centre line; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limit of cuttings until three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. Through settlements the railway must be enclosed with substantially-built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be in rock cuts eighteen (18) feet, and in earth twenty (20) feet, embankments sixteen (16) feet.

9th. Efficient drainage must be provided by open ditches and under-drains.

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10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended ; piers and abutments of truss bridges over Rivière du Loup and Madawaska at Edmundston must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong, second class masonry, or iron, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion. Other truss bridges, abutments and piers as well as culverts under embankments less than 12 feet in height shall be of good sound white cedar of not less dimensions than 12' x 12' inches. Superstructure of truss bridges may be of wood.

11th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved section, and with the most approved fish-plate.

12th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be 8 inches face by 6 inches thick and 8 feet long, 2,600 to the mile.

13th. Sufficient siding accommodation, stations, tanks, turntables, or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

14th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line shall be provided by the company.

A. R. McDONALD,
P. E. GRANDBOIS,
JOHN J. McDONALD.

Rivière du Loup,
27th January, 1886.

Exhibit "LJ" 89, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 1st March, 1886.

The committee, on the recommendation of the Minister of Railways and Canals, advise that the Order in Council dated the 28th of May, 1883, whereby authority was given, but not acted on, for entering into agreement with the New Brunswick Railway Company for the construction of a line from Rivière du Loup or Rivière Ouelle to Edmundston be cancelled.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 90, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor-General in Council on the 5th April, 1886.

On a memorandum dated 27th February, 1886, from the Minister of Railways and Canals submitting that, by an Order in Council dated 3rd October last a charter was granted to the Temiscouata Railway Company, in accordance with the provisions of the Act 48-49 Vic., chap. 58, for the construction of a line of railway subsidized by the said Act, between Rivière du Loup and Edmundston, and that such charter being also in accordance with the Act published in the *Canada Gazette* of the 10th of October, 1885, has become of force and effect as if it were an act of Parliament.

The Minister represents that the company so constituted have made application for the several subsidies authorized by Parliament, submitting for approval specifications of the proposed work, as to which the chief engineer of Government railways has reported on the 29th ultimo, that they are reasonable, and the Minister being satisfied as to the ability of the company to carry the work to a successful conclusion, recommends that the said specifications be approved and that he be authorized to enter into contract with them for the construction of a line of railway between the points indicated in their charter and course, subject to the approval of the Governor in Council, the company undertaking to cause a survey to be made for a line running to the south-west of the line of the Government survey already made west of Lake Temiscouata and between such Government surveyed lines and the River St. Francis, and that before commencing the construction of this or of any other portion of their line, the company will submit plans of their location and obtain approval thereof from the Governor in Council.

The Minister recommends that he be authorized to sign the draft contract attached on behalf of the Government, the provisions as above, together with the specifications of the work and other necessary conditions, having been therein set down.

The committee submit the same for Your Excellency's approval, and they advise that the Minister of Railways and Canals be authorized to sign the draft contract accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

TEMISCOUATA RAILWAY.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradients and curvatures shall be the best the physical features of the country will admit of, the maximum grade not to

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exceed seventy-nine (79) feet to the mile, and the minimum curvature not to be of less radius than eight hundred and eighteen (818) feet.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty feet on each side of the centre line ; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. Through settlements the railway must be enclosed with substantially-built legal fences of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be, in rock cuts eighteen (18) feet and in earth twenty (20) feet, embankments sixteen (16) feet.

9th. Efficient drainage must be provided by open ditches and under-drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended ; piers and abutments of truss bridges over Rivière du Loup and Madawaska at Edmundston must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, or iron, made of durable and suitable materials, thoroughly permanent in character, and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion. Other truss bridges, abutments and piers, as well as culverts under embankments less than twelve feet in height, may be of good sound white cedar of not less dimensions than 12 x 12 inches. Superstructure of truss bridges may be of wood.

11th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved section, and with the most approved fish-plate.

12th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be eight inches face by six inches thick and eight feet long, 2,600 to the mile.

13th. Sufficient siding accommodation, stations, tanks, turntables or Y's, and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

14th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line shall be provided by the company.

ARTICLES OF AGREEMENT made and entered into this _____ day of _____

, in the year of our Lord one thousand eight hundred and eighty-six.

BETWEEN "The Temiscouata Railway Company," of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Railways and Canals, of the second part.

WITNESSETH, that whereas, it is in and by an Act passed in the session of the Parliament of Canada, held in the forty-fifth year of Her Majesty's reign, chaptered 14, and intituled : " An Act to provide for the granting of subsidies for the construction of certain lines of railway therein mentioned," amongst other things in effect enacted, that it shall be lawful for the Governor in Coun-

cil to grant towards the construction of a railway from a point on the Intercolonial Railway at Rivière du Loup or Rivière Ouelle, in the province of Quebec, or between them to Edmundston, in the province of New Brunswick, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole two hundred and forty thousand dollars, the said subsidy to be granted to such company as shall be approved by the Governor in Council as having established to his satisfaction their ability to complete the said railway within a reasonable time, to be fixed by Order in Council, and according to descriptions and specifications to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government; such subsidy to be payable out of the Consolidated Revenue Fund of Canada, by instalments, on the completion of each ten miles of railway, proportionate to the value of the portion so completed in comparison with the whole work undertaken, to be established by the report of the said Minister.

PROVIDED ALWAYS, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights, as will afford all reasonable facilities and equal mileage rates to all railways connecting with that so subsidized, as the Governor in Council may determine.

AND WHEREAS, by another Act passed in the forty-eighth and forty-ninth year of Her Majesty's reign, chapter fifty-eight, it was made lawful for the Governor in Council to grant "for a railway from a point on the Intercolonial Railway at Rivière du Loup or Rivière Ouelle, in the province of Quebec, to Edmundston, in the province of New Brunswick," a subsidy not exceeding two thousand eight hundred dollars per mile for seventy-five miles, and six thousand dollars per mile for eight miles, nor exceeding in the whole two hundred and fifty-eight thousand dollars; the said subsidy to be in addition to the subsidy authorized to be granted in aid of the construction of the said railway by the Act forty-fifth Victoria, chapter fourteen, and constituting with the subsidy so authorized a subsidy not exceeding on the whole four hundred and ninety-eight thousand dollars, and to be granted for the said railway upon the terms and conditions specified in the said Act, and payable out of the Consolidated Revenue Fund of Canada; and for the purpose of incorporating the persons undertaking the construction of the said railway and those who shall be associated with them in the undertaking, the Governor may grant to them, under such corporate name as he shall deem expedient, a charter conferring upon them the franchises, privileges and powers requisite for the said purposes, which shall be similar to such of the franchises, privileges and powers granted to railway companies during the present session (1885) as the Governor shall deem most useful or appropriate to the said undertaking; and such charter being published in the *Canada Gazette*, with any Order or Orders in Council relating to it, shall have force and effect as if it were an Act of the Parliament of Canada.

AND WHEREAS the Temiscouata Railway Company has been duly incorporated under the provisions of the Act last hereinbefore mentioned, by an Order in Council of the 6th day of October, A. D. 1885, published in the *Canada Gazette* of the 10th day of October, A. D. 1885, and has been organized in accordance with the charter so granted

AND WHEREAS the Governor in Council has duly approved of the descriptions and specifications hereto annexed, marked "A," as the descriptions and specifications for the construction of the railway from a point on the Interco-

Edgar versus Caron.

lonial Railway at Rivière du Loup, in the province of Quebec, to Edmundston, in the province of New Brunswick.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Temiscouata Railway Company covenants and agrees to and with Her Majesty, Her Heirs and Successors in manner following, that is to say :—

1. That the Company shall and will well, truly and faithfully make, build, construct and complete a line of railway from a point on the Intercolonial Railway at Rivière du Loup, in the province of Quebec, to a point at Edmundston, in the province of New Brunswick, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges, culverts, and all engineering services, whether in the field or preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the Company shall and will locate and construct the said line of railway between the points above mentioned on such a course as will meet the approval of the Governor in Council. And the company further shall cause a survey to be made for a line running to the south west of the line of the Government Survey already made west of Lake Temiscouata and between such Government surveyed line and the River St. Francis. And that before commencing the construction of this or any other portion of their line, the Company will submit plans of their location and obtain the approval thereof from the Governor in Council.

3. That the gradients and alignment shall be the best the physical features of the country will admit of in conformity with the aforesaid specification hereto annexed, marked "A."

4. That the Company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the Company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5th. That the said company shall commence the works embraced in this agreement within _____ and shall complete the same or on before _____ 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 said date, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever which may be at the time of the failure of the completion as aforesaid due and owing to the company.

6th. That the company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good and sufficient working and running order, and shall continuously and faithfully operate the same.

7th. That the company will build and construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8th. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other

rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway so subsidized as the Governor in Council may determine.

9th. And the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real of every character, shall upon completion of the said line of railway and works appertaining thereto, be the property of the company.

IN WITNESS WHEREOF, "The Temiscouata Railway Company" have caused their corporate seal to be affixed hereto, and these presents to be signed by the President and by the Secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the Secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary
of the said Company, the corporate seal of
the Company having been hereto affixed in
the presence of

Signed and sealed by the Minister and by the
Secretary of the Department of Railways
and Canals, in the presence of

Exhibit "LJ" 91, for the Crown, filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

OTTAWA, 31st May, 1886.

THE HON. J. H. POPE,
Minister of Railways, Ottawa.

SIR,—Referring to our letter to you of the 27th January, 1886, in relation to the Temiscouata Railway Company, we now beg to state that the assets of the company for building the road consist of:—

1st. The Dominion Government subsidy of \$6,000 per mile for the whole distance of 83 miles.

2nd. The subsidy from the Provincial Government of Quebec of 10,000 acres of land per mile for the distance of the road in that province, which subsidy it is proposed by a resolution now before the Legislature to convert into money at the rate of 70 cts. per acre or \$7,000 per mile.

3rd. The subsidy from the Provincial Government of New Brunswick of \$3,200 per mile for the distance in that province.

4th. The capital stock of the company amounting to \$500,000, of which \$125,000 has been subscribed.

5th. Bonds of the company which it is proposed to issue to the extent of \$5,000 per mile.

Offers have been received from responsible contractors to build the road on these assets.

We are, sir,
Your obedient servants,

JOHN J. McDONALD,
P. E. GRANDBOIS,

Two of the Committee of the Board of Directors.

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Exhibit "LJ" 92, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 3rd September, 1887.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals, Ottawa.

SIR,—On the 26th ultimo, as instructed, Mr. Ridout inspected the first 10-mile section out from Rivière du Loup on the Temiscouata Railway, upon application of the President of the road, with a view to the payment of the subsidy applicable thereto. So far as the work has advanced, it appears to be well done, but it is not entirely completed, the following works requiring to be done to finish it according to contract, viz. :—

1. Fencing.....	\$2,752	
2. Earthwork.....	4,618	
3. Masonry.....	618	
4. Rip rap.....	50	
5. Stone filling in earth work.....	180	
6. Farm crossings.....	136	
7. Ballasting.....	3,360	
8. Projected station building.....	2,800	
	\$14,514	
The amount of subsidy applicable to this section is.....		\$70,460
Less value of work remaining to be done.....	\$14,514	
Balance representing proportion of work done.....	55,946	

I may here state that the company appear to be building a substantial road and that the grading and bridging over the whole 80 miles is I understand far advanced towards completion, and it is said that 40 miles of rails have arrived. The track was laid for a distance of 13 miles on the day of inspection.

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "L J" 93, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 9th September, 1887.

On a memorandum dated the 7th September, 1887, from the Minister of Railways and Canals, representing that under authority of Order in Council

dated the 5th April, 1886, a contract was entered into with the Temiscouata Railway Company, on the 21st June, following, for the construction of the line of railway subsidized, between Rivière du Loup, or Rivière Ouelle and Edmundston, by the Act 48-49 Vic., chap. 58, and that an Order in Council passed on the 30th September, 1886, approves of the line of location adopted by the company *via* Lake Temiscouata and the River Madawaska, covering a distance of about 80½ miles.

The Minister further represents that the Government chief engineer of railways has reported under date the 3rd inst. that an inspection has been made of the first 10 miles of this railway, commencing at Rivière du Loup, and that the work appears to be well done, but is not completed, the cost of which is estimated at \$14,514, remaining still to be executed, and the chief engineer further reports that this company appears to be building a substantial road, that the grading and bridging on the whole of the line is in an advanced state and that the track was laid for a distance of 13 miles on the date of inspection. That the subsidy applicable to this 10-mile section of the railway is \$70,460, and deducting value of work remaining to be done, \$14,514. There is left a balance representing proportion of work done of \$55,946.

The Minister recommends that authority be given for the payment to the Temiscouata Railway Company, of the said sum of \$55,946.

The committee advise that the required authority be granted accordingly.

JOHN J. MCGEE,

Clerk, Privy Council.

Exhibit "LJ" 94, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 26th September, 1887.

A. P. BRADLEY,

Secretary, Department Railways and Canals,
Ottawa.

SIR,—Mr. Ridout has inspected the section of the Temiscouata Railway between Rivière du Loup and the 20th mile, and so far as the work has advanced it is substantial and well done; the track is laid throughout and partially ballasted. The position of the work appears to be as follows, in connection with the subsidy:—

0 to 10th mile.

Subsidy applicable thereto.....	\$70,460	
Work remaining to be done estimated at	11,326	
		<hr/> \$59,134

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10th to 20th mile.

Subsidy applicable thereto.....	\$67,220	
Work remaining to be done estimated at	16,160	
	51,060	
Balance	\$110,194	
Previously certified.....	55,946	
	\$54,248	

I have the honour to be, sir,

Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "JL" 95, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 1st October, 1887.

On a memorandum dated the 27th September, 1887, from the Minister of Railways and Canals, representing that the Government chief engineer of railways on the 26th September, 1887, reports that a further inspection has been made of the Temiscouata Railway from the 1st to the 20th mile, and that, so far as the work is finished, it is substantially and well done, the track being laid throughout and partially ballasted.

That of the work reported as remaining to be executed on the section from the 1st to the 10th mile (as per report from the Department of Railways and Canals dated the 7th September), there has been completed since the previous inspection work to the value of.....		\$3,188
That the subsidy applicable to the section from the 10th to the 20th mile is	\$67,220	
That on this section there remains work to be done estimated to cost.....	16,160	
Leaving a balance due of.....	51,060	
Making the total sum now payable on the two sections.		\$54,248

The Minister recommends that authority be given for the payment to the Temiscouata Railway Company of the said sum of \$54,248.

The committee advise that the required authority be granted accordingly.

JOHN J. MCGEE,

Clerk, Privy Council.

Exhibit "LJ" 96, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 23rd November, 1887.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—I have had an inspection made by Mr. Ridout, of the Temiscouata Railway, and he wires me from Caraqueet that the grading and other items (bridges, culverts and cattle guards) are nearly finished throughout the entire length of the line except the heavy truss bridge over the Madawaska River, that the track is laid on 41 miles of the road and that 18 miles have the first lift of ballast laid on; it will thus be seen that the work is well advanced towards completion, although no 10 miles is fully completed.

The subsidy applicable to 40 miles is.....	\$240,000	
The value of work remaining to be done in these four may be stated at.....	85,000	
		\$155,000
Previously certified.....		110,194
		<u>\$44,806</u>

I have the honour to be, sir,
Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 97, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 28th November, 1887.

On a memorandum dated the 25th November, 1887, from the Minister of Railways and Canals, representing that the Government chief engineer of railways, under date the 23rd instant, has reported on the results of a further inspection of the subsidized road of the Temiscouata Railway Company, between Rivière du Loup and Edmundston, and that from this report it appears that the grading and structures are nearly finished throughout the entire length of the road, with the exception of the bridge over the River Madawaska, that the track is laid for 41 miles, and that the work is well advanced towards completion.

Edgar versus Caron.

The Chief Engineer, however, only deals with the work for the distance of 40 miles; for this portion the amount of subsidy applicable is he states.....	\$240,000
Deducting for work remaining to be done.....	85,000
The value of work done is.....	155,000
Of this there has already been paid.....	110,194
Leaving balance now payable.....	<u>\$44,806</u>

That the position of the company in respect of their subsidies is as follows:—

Granted by Act of 1882.....	\$240,000
“ “ 1885.....	258,000
	<u>498,000</u>

Being at the rate of \$6,000 per mile for a distance of 83 miles.

Total payment already made.....	110,194
Amount now certified.....	44,806
	<u>\$155,000</u>
Balance.....	<u>\$343,000</u>

The Minister recommends that authority be given for the payment of the sum of \$44,806 to this company.

The committee advise that the required authority be granted as recommended.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit “LJ” 98, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 10th December, 1887.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals.

SIR,—Mr. Ridout has inspected 50 miles of the Temiscouata Railway with a view to the payment of the subsidy. So far as the work has advanced he states it is well and substantially done.

Rivière du Loup to 10th mile.

Subsidy applicable.....	\$70,460	
Value of work remaining to be done.....	9,406	
	<u> </u>	\$61,054

10th to 20th mile.

Subsidy applicable.....	67,220	
Value of work remaining to be done.....	14,020	
	<u> </u>	53,200

20th to 30th mile.

Subsidy applicable.....	62,530	
Value of work remaining to be done.....	17,660	
	<u> </u>	44,870

30th to 40th mile.

Subsidy applicable.....	50,585	
Value of work remaining to be done.....	12,935	
	<u> </u>	37,650

40th to 45th mile.

Subsidy applicable.....	\$26,985	
76th to 81st subsidy applicable	26,850	
	<u> </u>	53,835

40th to 45th mile.

Value of work to be done.....	7,590	
76th to 81st value of work to be done.....	26,535	
	<u> </u>	34,125
	<u> </u>	19,710

		216,484
Less balance of rolling stock required to complete first proposition for 50 miles of railway.....	50,300	
		<u>166,184</u>
Less amount previously certified.....	155,000	
		<u>\$11,184</u>

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

Edgar versus Caron.

Exhibit "LJ" 99, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council,
approved by His Excellency the Governor General in Council on the 17th
December, 1887.

On a memorandum dated 12th December, 1887,
from the Minister of Railways and Canals,
representing that under date the 10th inst.,
the Chief Engineer of Government Railways
has reported showing the results of a further
inspection made of the road of the Temis-
couata Railway Company (subsidized to the
extent of \$498,000 for a distance of 83 miles)
from which report it appears that work has
been done bringing the total value up to the
sum of..... \$216,484
From which he deducts for balance of rolling stock
required to complete full proportion for 50
miles..... 50,300

Leaving a balance of..... \$166,184
That of this amount there has already been paid... 155,000

Leaving the amount now payable..... \$ 11,184

The minister recommends that authority be given for the payment of the
said sum of \$11,184.

The committee advise that the requisite authority be given accordingly.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 100, for the Crown ; filed 21st September, 1892.

G. H. HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 6th February, 1888.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—I have the honour to report that Mr. Ridout,
under my instructions, inspected on the 10th
January, ultimo, the Temiscouata Railway.
He represents the track to be laid over the
entire length of 80 ⁶/₁₀ miles, 18 miles being par-

tially ballasted. The amount of subsidy applicable on the 80⁶/₁₀ miles at \$6,000 is \$483,600, and the value of work remaining to be done to complete the road according to the subsidy contract is estimated at—for replacing trestles with beam culverts, masonry culverts, truss bridge and embankments..... \$ 42,266

To complete other works of construction.....	141,605
To complete equipments, rolling stock.....	83,100
	\$266,971
Balance.....	216,629
Previously reported.....	166,184
	\$ 50,445
Or, say, in round numbers.....	50,500

I have the honour to be

Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 101, for the Crown ; filed 21st September, 1892.

GUST. HAMEL,

Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 8th February, 1888.

On a memorandum dated 7th February, 1888, from the Minister of Railways and Canals, representing that under date 6th inst. the Government Chief Engineer of Railways reported on the result of a further inspection of the subsidized line of the Temiscouata Railway Company between Rivière du Loup and Edmundston, showing that the track is laid for the entire length of the road 80⁶/₁₀ miles.

The Minister further represents that the amount of the subsidy actually applicable at the rate fixed, \$6,000 per mile is	\$483,600
After deducting the amount required to complete and equip the road.....	266,971
	\$216,629
The balance remaining is.....	\$166,184
Of this amount there has already been paid.....	
	\$50,445

say, \$50,500.

The Minister recommends that authority be granted to pay to the Temiscouata Railway Company the sum of \$50,500.

The committee submit the same for Your Excellency's approval.

JOHN J. MCGEE,

Clerk, Privy Council.

Edgar versus Caron.

Exhibit "LJ" 102, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TEMISCOUATA RAILWAY.

OTTAWA, 16th April, 1888.

A. P. BRADLEY, Esq.,

Secretary, Department of Railways and Canals.

SIR,—In reference to the Temiscouata Railway Company's subsidy of \$96,000 granted by Parliament at its last session for the first thirty-two miles of said railway from Edmundston, I have the honour to request that the subsidy be increased to \$100,000 to be applied and advanced in aid of the construction of the first 20 miles, starting from Edmundston to a point opposite Fort Kent, on the St. John's River.

I may mention that the company originally applied for a subsidy of \$5,000 per mile, that the work to be done on the first 20 miles is very heavy and expensive, and will include an outlay of over \$30,000 for an iron bridge at the mouth of the Madawaska.

Will you please have this application submitted to the Minister for his consideration and action?

Your obedient servant,

A. R. McDONALD,
President.

per JOHN J. McDONALD.

Exhibit, "L J" 103, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TEMISCOUATA RAILWAY.

ORIGINAL SHAREHOLDERS.

1. P. E. Grandbois, M.P.,
2. Damase Rossignol, M.D.,L.
3. Geo. Honoré Deschênes, M.P.P.,
4. John J. McDonald,
5. J. Israël Tarte,
6. Charles Bertrand,
7. Wm. McCarthy,
8. A. R. McDonald,
9. Adolphe Hamel.

PRESENT SHAREHOLDERS.

1. P. E. Grandbois, M.P.,
2. Damase Rossignol, M.D.,L.,
3. George Honoré Deschênes, M.P.P.
4. John J. McDonald,
5. J. Israël Tarte,
6. Charles Bertrand,
7. Wm. McCarthy,
8. A. R. McDonald,
9. Hector Cameron,
10. Roger Ryan,
11. Levite Thériault, M.P.P.

THE TEMISCOUATA RAILWAY COMPANY.

RIVIÈRE DU LOUP, 17th March, 1888.

A. P. BRADLEY, Esq.,
Secretary of Railways and Canals.

SIR,—In conformity to the request contained in your letter of the 15th inst., I am giving you a list of the original shareholders and of the present shareholders of the Temiscouata Railway Company.

The following were the original shareholders:—P. E. Grandbois, M.P.; Damase Rossignol, M.D., L.; Adolphe Hamel; Geo. Honoré Deschênes, M.P.P.; John J. McDonald; J. Israël Tarte; Charles Bertrand; Wm. McCarthy; Hector Cameron; Roger Ryan; Levite Thériault, M.P.P.; A. R. McDonald.

A. R. McDONALD,
President.

Exhibit "LJ" 104, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 1st June, 1888.

A. P. BRADLEY, Esq.,
Secretary, Department of Railways and Canals.

SIR,—I beg to report, that the quantity of rolling stock now upon the Temiscouata Railway is as follows, viz:—

Seventy-five (75) flat cars, one (1) box car, and three (3) engines, which gives an increase of \$33,000.00 in amount of rolling stock delivered since my last report of the 6th February, 1888, the other works remaining the same as in my previous report.

I am, sir, your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

TEMISCOUATA RAILWAY.

Reported 1st June, 1888:—

Track laid, 80 $\frac{1}{2}$ miles, 18 miles being partially ballasted, subsidy applicable on this 80 $\frac{1}{2}$ miles at \$6,000...	\$483,600
And the value of work remaining to be done to complete the road according to the subsidy contract, is estimated at.....	

Edgar versus Caron.

For replacing trestles with beam culverts, masonry culverts, truss bridges and embankments.....	\$ 42,266	
To complete other works of construction	141,605	
To complete equipment, rolling stock...	50,100	
		233,971
Balance.....		\$249,629
Previously reported 6th February, 1888.		216,629
		\$ 33,000

See report this date 1st June, 1888.

Exhibit "LJ" 105, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Administrator of the Government in Council on the 6th June, 1888.

On a memorandum dated 2nd June, 1888, from the Minister of Railways and Canals representing that under date the 1st June, inst., the Chief Engineer of Government Railways has reported further in respect of the subsidized line of the Temiscouata Railway Company between Rivière du Loup and Edmundston, showing the value of certain rolling stock delivered on the road since the date of his last report, such value being set down as \$33,000, and that the position of the company, as to their subsidy, would accordingly be as follows:—

Total subsidy at the rate of \$6,000 per mile (80 6-10 miles).....	\$483,600	
Amount already paid under Orders in Council, the last dated 8th February, 1888.....	216,684	
		\$266,916
Amount now payable.....	33,000	
		\$233,916

The minister recommends that authority be given for the payment to the company of the said sum of \$33,000. The committee advise that the authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 106, for the Crown ; filed 21st September, 1892,

G. HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, July 5th, 1888.

A. P. BRADLEY, ESQ.,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—The application of the Temiscouata Railway Company for an advance of \$21 000, having been submitted to me for report, I have the honour to state that the amount of subsidy now in hand to complete the filling of trestles and other works, as well as for providing the balance of the rolling stock is \$233,971.

The company have delivered on the works two more locomotives since the last return, making five in all, with a proportionate amount of cars, and are vigorously prosecuting the work of filling in trestles and ballasting, and therefore consider that the amount asked for can be safely advanced. The account will therefore stand thus :—

Amount of subsidy.....	\$483,600
Previous payments.....	\$249,629
Present advance.....	21,000
	270,629
Balance.....	\$212,971

I have the honour to be, sir,
Your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer Government Railways.

Exhibit "LJ" 107, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 25th July, 1888.

On a memorandum dated 12th July, 1888, from the Minister of Railways and Canals representing that under date the 5th July, instant, the chief engineer of Government railways has furnished a further report on the subsidized work of the Temiscouata Railway Company, showing that since the date of his last report the company have delivered on the line two new locomotives and are proceeding with the work of replacing trestles by embankments, ballasting, &c., and that the further sum of \$21,000 can safely be advanced to them.

Edgar versus Caron.

That the subsidy account with this company stands thus :—

Total subsidy granted.....	\$483,600	
Payment already made.....	249,629	
	<hr/>	\$233,971
Amount now payable.....		21,000
		<hr/>
• Balance.....		\$212,971

The Minister recommends that authority be given for the payment of the said sum of \$21,000.

The committee advise that authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 108, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

GOVERNMENT RAILWAYS IN OPERATION,

OFFICE OF THE CHIEF ENGINEER.

OTTAWA, 22nd August, 1888.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals.

SIR,—Acting under my instructions, Mr. Ridout has inspected and reported on the Temiscouata Railway from Rivière du Loup to Edmundston, a distance of 80·6 miles. Since the date of my last report upon the works of construction the track being at that time laid throughout, the work of raising and widening banks, filling in temporary trestles and ballasting has been pushed vigorously. About one-half of the line has been ballasted and the track on that portion is in very good condition.

Culverts.—A few additional beam and timber box culverts have been built. There is a timber box culvert at the 52½-mile under a 14-foot bank, and 45 in banks ranging from 3 to 12 feet in height, all of which are of cedar.

Truss Bridges.—Three additional truss bridges of 40 feet span have been erected at the 43¾, 60th and 75½ miles.

Buildings.—A frame engine-house, machine and blacksmith shops, coal shed and a good frame building for offices and store-house have been erected at Rivière du Loup, also a coal shed at Edmundston. A building has likewise been purchased at St. Jacques (73rd mile) which is to be converted into a passenger and freight station.

Water service.—Good frost-proof tanks with pumping engines have been completed at Rivière du Loup, St. Francis (16th mile) and at Cabona (43rd mile) and materials are delivered for two others at the 33rd and 60th miles.

Y's have been built at Rivière du Loup, and at the 44th and 78th miles.

Sidings.—Ample siding accommodation has been laid at Rivière du Loup and also eleven other sidings at various points on the line, some of which are not fully completed.

Work has been commenced on the foundations for the large bridge at Madawaska at the 78½ mile.

Rolling stock.—The rolling stock now on the line is as follows:—5 locomotives, 1 second class passenger car, 55 platform cars, 30 ballast dumpers, 1 box car.

One first class passenger car and one baggage, mail and express car has been delivered at Chaudière Junction for this road.

I attach hereto a statement in detail of Mr. Ridout's estimate of the amount required to complete the road.

The following is a statement of the subsidy account:—

Total subsidy 80 miles at \$6,000.....	\$483,600
Less to complete (as per statement).....	151,452
	<hr/>
Proportionate value of work done.....	\$332,148
Previously paid.....	270,684
	<hr/>
Balance.....	\$ 61,464

I have the honour to be, sir, your obedient servant,

COLLINGWOOD SCHREIBER,

Chief Engineer Government Railways.

Per J. J. L.

TEMISCOUATA RAILWAY.

ESTIMATE TO COMPLETE.

Clearing.....	\$ 125	
Fencing.....	15,000	
Earthwork.....	9,600	
Stonefilling in cribs.....	113	
Farm crossings.....	608	
Madawaska bridge, piling 2680 L. feet @ 25c	670	
Concrete, 50 cubic yards @ \$5.....	250	
Bridge masonry, 600 cubic yards @ \$15.....	9,000	
2 Howe truss spans of 100 feet each.....	8,000	
Completion of sidings, say.....	1,000	
Ballasting, 75,000 cubic yards @ 24c.....	18,000	
Replacing one cedar box culvert in 14 feet bank with masonry.....	420	
Replacing cedar box culvert in banks from 3 to 12 feet high with open beam culverts or iron pipes, say.....	4,000	
	<hr/>	\$ 66,786
To replace present trestles with beam culverts, masonry culverts, truss bridges and embankments, in accordance with statement No. 2 attached to my report of 30th January, 1888.....	42,266	
Less 2,500 cubic yards earth filling at trestle at 5th mile.....	500	
	<hr/>	41,766

Edgar versus Caron.

To complete station buildings, water service, passenger and freight buildings.....	8,000	
Water tanks.....	1,900	
Engine-house at Edmundston.....	2,000	
Coal shed.....	500	
2 turntables.....	2,500	
		14,900
To* complete rolling stock, 2 1st class pas- senger cars @ \$4,500.....	9,000	
3 second passenger cars @ \$3,000.....	9,000	
1 baggage mail and express.....	2,500	
3 platform cars to be converted into box cars	3,900	
2 snow ploughs @ \$1,200.....	2,400	
2 flanges @ \$600.....	1,200	
		28,000
		\$151,452

Exhibit " LJ " 109, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council,
*approved by His Excellency the Governor General in Council on the 5th
September, 1888.*

On a memorandum dated 28th August, 1888, from the Minister of Railways and Canals, representing that, under date the 22nd August, the chief engineer of Government railways has reported on the results of a further inspection made of the subsidized line of the Temiscouata Railway Company, from Rivière du Loup to Edmundston, such report showing that work has been pushed forward vigorously since his last report, and embraces the raising and widening of banks, the filling-in of temporary trestles, ballasting, bridges, buildings, water service, sidings and rolling stock, the track having already been laid throughout.

The Minister further represents that the position of the company with regard to their subsidy is according to this report as follows :—

Total subsidy 80.6 miles at \$6,000.....	\$483,600
Less to complete as per statement furnished.....	151,452

Proportionate value of work done.....	\$332,148
Of this, the books of the accountant of the depart- ment shew that there has already been paid..	270,684

Leaving the balance now payable.....	\$61,464
--------------------------------------	----------

The Minister recommends that authority be given for the payment to the company of the said sum of \$61,464.

The committee submit the same for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 110, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

GOVERNMENT RAILWAYS IN OPERATION.

OFFICE OF THE CHIEF ENGINEER,

OTTAWA, 17th September, 1888.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals,
Ottawa.

SIR,—I have the honour to inform you that since the date of my last report (22nd August), the following additional rolling stock has been delivered on the Temiscouata Railway for the use of that road:—

One first class passenger car, value.....	\$4,500
One second class passenger car, value... ..	3,000
One baggage car, value.....	2,500
	<hr/>
Total value.....	\$10,000
	<hr/> <hr/>

The following is a statement of the subsidy amount:—

Total subsidy, 80 miles at \$6,000.....	\$483,600
Less to complete as per statement of 22nd August.....	\$151,452
Less rolling stock as above.....	10,000
	<hr/>
	\$141,452
	<hr/>
Proportionate value of work done.....	\$342,148
Previously reported.....	332,148
	<hr/>
Balance.....	\$10,000
	<hr/> <hr/>

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer of Government Railways.

Exhibit "LJ" 111, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 25th September, 1888.

On a memorandum dated 21st September, 1888, from the Minister of Railways and Canals, representing that under date the 17th September, inst., the Chief Engineer of Government Railways has reported further on the subsidized works of the Temiscouata Railway showing that additional stock has

Edgar versus Caron.

been delivered to the value of \$10,000, the position of the company in respect of their subsidy being now as follows :

Total subsidy, 80 miles, at \$6,000.....		\$483,600
Less to complete.....	\$151,452	
Less rolling stock now reported.....	10,000	141,452
Proportionate value of work done.....		342,148
Of this the books of the accountant show that there has already been paid		332,148
Leaving balance now payable.....		10,000

The Minister recommends that authority be given for the payment of the said sum of \$10,000.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "I.J" 112, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 12th November, 1888.

A. P. BRADLEY, Esq.,
Sec'y Dept. Railways and Canals, Ottawa.

SIR,—The Temiscouata Railway Company having made application for a further inspection of the road in subsidy account, Mr. Ridout, under my instructions, made an inspection on the 3rd instant.

He found the following work remaining to be done to comply with the requirements of the contract under the Subsidy Act :—

Clearing.....		\$ 125
Fencing, 5,700.....		5,700
Earthwork.....		1,920
Stone-filling in cribs.....		75
Farm crossings.....		240
Madawaska Bridge.....		4,625
Ballasting.....		3,600
Sidings.....		400
Replace wooden box culverts with masonry.....		420
" 45 wooden box culverts with beam culverts		4,500
Replace wooden trestles with beam culverts, masonry culverts, truss bridges and earthwork		41,766
To complete buildings and water services		5,800
" rolling stock.....		13,275
Total to complete.....		82,446

Subsidy applicable 80·6 miles at \$6,000.....	483,600
Less work remaining to be done.....	82,446
	\$401,154
Previously reported.....	342,148
	\$59,006
Balance.....	\$59,006

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER,
Chief Engineer of Government Railways.

Exhibit "LJ" 113, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,

Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council,
*approved by His Excellency the Governor General in Council on the 23rd
November, 1888.*

On a memorandum dated 22nd November, 1888, from the Minister of Railways and Canals, representing that under date the 12th November, instant, the chief engineer of Government railways has reported on the results of a further inspection made on the subsidized line of the Temiscouata Railway showing the following as the position of the company in respect of the subsidy :—

Total subsidy applicable, 80 miles at \$6,000.....	\$483,600
Less work remaining to be done.....	82,446
	\$401,154
That of this sum the books of the accountant of this department show that there has already been paid on reports of the chief engineer and Orders in Council.....	342,148
	\$59,006
Leaving the balance	\$59,006

The Minister recommends that authority be given for the payment of the said balance, \$59,006.

The committee advise that authority be granted.

JOHN J. MCGEE,

Clerk, Privy Council.

Edgar versus Caron.

Exhibit "LJ" 114, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 31st December, 1888.

On a memorandum dated 29th December, 1888, from the Minister of Railways and Canals, submitting that by the Act 51 Vic., chap. 3, the grant of the following subsidy was authorized :—

"To the Temiscouata Railway Company for 20 miles of their branch railway from Edmundston towards the St. Francis River, in the province of Quebec, in lieu of the subsidy granted by 50-51 Vic., chap. 24, a subsidy of \$100,000."

The Minister represents that under date the 28th December, instant, the company made application to be admitted to contract for this subsidy, and under date the 29th December, instant, the chief engineer of Government railways reported on their application and has furnished a draft of specification and contract suitable to the case, whereby the maximum grade is set down as 70 feet to the mile, except at the junction, where there are two short grades of 80 feet to the mile, the sharpest curvature being of 818 feet radius or 7 degrees.

The Minister recommends that the description, conditions and specifications, fixing the grades and curvature as above, be approved, and that he be authorized to sign the draft of contract hereto attached, the work to be completed by the 1st of August, 1892.

The Minister further represents that the chief engineer of Government railways at the same time reported on plans and profiles of the said 20 miles of railway to the effect that the location shown by a red line on the plan, and the grade shown by a red line on the profiles may be approved, except where modifications are shown by a blue grade line, which should be approved instead. He, the Minister, recommends that such plans and profiles, in so far as they show the location, be approved in accordance with the suggestion of the chief engineer.

The committee submit the above recommendations for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line, with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed seventy feet to the mile, except at the junction where two short grades of eighty feet to the mile occur, and the minimum curvature not to be of less radius than 1,818 feet or 70°.

Edgar versus Caron.

BETWEEN Her Majesty THE QUEEN, acting in respect of the Dominion of Canada, and herein represented by the Honourable John Henry Pope, Minister of Railways and Canals, of the first part, and the Temiscouata Railway Company of the second part.

WITNESSETH, that whereas it is, in and by an Act passed in the session of the Parliament of Canada, held in the fifty-first year of Her Majesty's reign, chaptered three, and intituled, "An Act to authorize the granting of subsidies in aid of the construction of the lines of railway therein mentioned," amongst other things in effect enacted "That the Governor in Council may grant :

To the Temiscouata Railway Company for 20 miles of their branch railway from Edmundston towards the St. Francis river, in the province of Quebec, in lieu of the subsidy granted by 50 and 51 Vic., chap. 24, a subsidy of \$100,000, one hundred thousand dollars, the said railway to be commenced within two years from the first day of August, A. D., 1888, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and to be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government, and which the Government is thereby empowered to make ; the location of such line of railway to be subject to the approval of the Governor in Council ; the said subsidy to be payable out of the Consolidated Revenue Fund of Canada by instalments on the completion, to the satisfaction of the Minister of Railways and Canals, of each section of the railway of not less than ten miles proportionate to the value of the portion so completed, in comparison with that of the whole work undertaken, to be established by the report of the said Minister, or upon completion of the work subsidized.

AND WHEREAS the Governor in Council has duly approved of the descriptions, conditions and specifications hereto annexed marked "A," as the descriptions, conditions and specifications for the construction of the said railway.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Temiscouata Railway Company" covenants and agrees to and with Her Majesty, Her Heirs and Successors in manner following, that is to say :—

1. That the company shall and will well, truly and faithfully make, build, construct and complete a line of railway from Edmundston towards St. Francis River, a distance of 20 miles, the points and approximate route and course being shown on the map filed in the Department of Railways and Canals, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges and culverts, and perform all engineering services, whether in the field or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the company shall and will locate and construct the said line of railway on as straight a course as practicable, between the points above mentioned, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor in Council.

3. That the gradients and alignments shall be the best that the physical features of the country will admit of in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said company shall commence the works embraced in this agreement within one year from the date hereof, and shall complete the same, to wit;—by the 1st August, 1892, 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 said date or dates, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever which may be at the time of the failure of the completion as aforesaid due and owing to the company.

6. That the company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8. And that the said line of railway and works appertaining thereto, be the property of the company.

IN WITNESS WHEREOF, "The Temiscouata Railway Company" have caused their corporate seal to be affixed hereto, and these presents to be signed by the President and by the Secretary of the said company, and the said Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the Secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary
of the said company, the corporate seal of
the company having been hereto affixed, in
the presence of

Signed and sealed by the Minister and by the
Secretary of the Department of Railways
and Canals, in the presence of

Minister of Railways and Canals.

Secretary.

Exhibit "LJ" 115, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 16th January, 1889.

A. P. BRADLEY, Esq.,

SIR,—Mr. Ridout on the 5th inst. inspected the Temiscouata, Railway and he found the following work to be done to complete the contract:—

Edgar versus Caron.

Clearing.....	\$ 120
Fencing.....	5,700
Earthwork.....	1,920
Farm crossings.....	240
Madawaska bridge.....	1,000
Ballasting.....	1,200
Replacing a cedar box culvert with masonry	420
Replacing 45 cedar boxes with beam culverts.....	4,500
Readjusting line at 56th mile.....	7,040
Replace trestle bridge with beam cul- verts, masonry culverts, truss bridge and embankments.....	41,766
To complete station buildings.....	900
do rolling stock.....	5,880
	\$70,686
Subsidy applicable.....	\$483,600
Less cost to complete, say.....	70,700
	\$412,900

The \$412,900 is subject to a deduction of amounts previously paid which can readily be given by the accountant of the department.

I have the honour to be, sir,
Your obedient servant,
COLLINGWOOD SCHREIBER.

Exhibit "LJ" 116, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

*CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council,
approved by His Excellency the Governor General in Council on the 22nd
January, 1889.*

On a memorandum dated 18th January, 1889,
from the Minister of Railways and Canals,
representing that under date the 16th
January inst., the chief engineer of Gov-
ernment railways reported on the results
of a further inspection made of the sub-
sidized line of the Temiscouata Railway,
from which it appears that the total sub-
sidy applicable is.....\$ 483,600 00
From which, deducting the amount re-
quired to complete the work in accord-
ance with the company's contract..... 70,700 00

The balance is.....\$ 412,900 00

Of this amount the books of the Dept.
showed that there has already been
paid. 401,154 00

Leaving the balance.....\$ 11,746 00

The Minister recommends that authority be given for the payment of the
said balance \$11,746 00.

The committee advise that authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 117, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 15th December, 1890.

A. P. BRADLEY, Esq.,
Secretary, Department Railways and Canals, Ottawa.

SIR,—Mr. Ridout, on the 12th instant, inspected the first twenty miles of the St. Francis Branch of the Temiscouata Railway in regard to subsidy. From the information given by him, it appears the location approved by Order in Council on the 31st December, 1888, has been very materially departed from, and nine grades in excess of the maximum of 70 feet per mile have been introduced, rising from 74 to 79 feet per mile. On the other hand, there are two grades at the Junction, which, under the approval on 31st December, 1888, were admissibly as steep as 80 feet per mile—one of these has been reduced to 65 feet per mile. There really appears to be no sufficient reason for exceeding the maximum of 70 feet per mile in the nine cases referred to.

On this twenty miles, authority has been given by the Minister for the introduction of five wooden trestle bridges of an aggregate length of 770 feet; there are, however, ten additional wooden trestle bridges of an aggregate length of 1002 feet, which have been introduced without any authority having been asked or given; these structures are well and substantially built of white pine timber.

There are four (4) stone drains, a class of construction which in my opinion is very objectionable and should not be permitted.

At two points, viz.: stations 258 and 710, truss bridges are being built on wooden pile abutments instead of massive masonry as called for by the contract.

One lift of ballast has been built on.

At Clare Station, a two-stall engine house is in course of erection. The work of their several classes as far as they have advanced are good and substantial.

The position of the subsidy may be stated as follows, viz.:

Edgar versus Caron.

Subsidy applicable under 51 Vic. cap. 3..	\$100 000
Deduct estimated value of work remaining to be done, to complete according to contract :	
Fencing.....	\$ 5,000
Public road crossings.....	800
Farm road crossings.....	500
Earthworks.....	2,160
Rip rap.....	3,000
Cedar cribwork.....	600
Stone filling.....	800
Howe truss bridges at 258 and 710.....	500
Ballasting.....	3,750
Reducing trestles at 580, 694 & 891 to 14 ft. Beam culverts.....	750
Masonry abutments at 258 and 710.....	5,200
Filling in trestles at 710	240
Replacing trestle at 1049 with 40 feet... Howe Truss bridge.....	5,360
Replacing trestles at 550, 643, 775, 901 and 920 with truss bridges.....	22,700
	51,480
Subsidy represented by work done.....	48,520

I have the honour to be, sir,

Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 118, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 5th December, 1890.

On a Memorandum, dated 4th December, 1890, from the Minister of Railways and Canals, representing that under date the 1st December, inst., the chief engineer of Government railways has furnished a report on the results of an inspection made of the 20 miles of the St. Francis branch of the Temiscouata Railway, subsidized by the Act 51 Vic., chap. 3, to the extent of \$100,000 ; such report showing that work to the value of \$51,480 remains to be done to complete the road according to contract, leaving the balance \$48,520.

The Minister recommends that authority be given for the payment of the said sum of \$48,520.

The committee advised that the requisite authority be granted.

JOHN J. MCGEE.
Clerk, Privy Council.

Exhibit "LJ" 119, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
OTTAWA, 13th January, 1891.

A. P. BRADLEY,
Secretary, Department Railways and Canals, Ottawa.

SIR,—The position of the work on the St. Francis branch of the Temiscouata Railway in regard to subsidy is as follows:—

Subsidy applicable to 20 miles.....	\$100,000	
Less value of work remaining to be done to complete according to contract amendments thereto by O. C. :—		
Fencing.....	\$5,000	
Public road crossings.....	800	
Farm road crossings.....	500	
Earth work.....	2,160	
Rip-rap.....	3,000	
Cedar cribwork.....	600	
Stone filling.....	800	
Jock stringers for trestles at 118 and 357.	120	
Howe truss bridges at 258 and 710.....	500	
Ballasting.....	3,750	17,230
		<hr/>
Subsidy represented by work done.....	\$82,770	

If a payment is to be made the previous payments should be deducted.

I have the honour to be, sir,
Your obedient servant,
COLLINGWOOD SCHREIBER.

Exhibit "LJ" 120, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 16th January, 1891.

On a memorandum dated 14th January, 1891, from the Minister of Railways and Canals, representing that under date the 13th January, instant, the chief engineer of Government railways reported on the results of a further inspection made of the St. Francis Branch of the Temiscouata Railway, subsidized by the Act 51 Vic., chap. 3, to the extent of \$100,000 for the first 20 miles from Edmundston.

Edgar versus Caron.

That from this report it appears that the company are entitled to receive subsidy as follows :—

Total subsidy.....	\$100,000
Less value of work remaining to be executed.....	17,230
	<hr/>
	\$82,770
Of this sum there has already been paid.....	48,520
	<hr/>
Leaving balance payable.....	\$34,250

The Minister recommends that authority be given for the payment of this sum of \$34,250.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 121, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TEMISCOUATA RAILWAY COMPANY,

RIVIÈRE DU LOUP, 21st May, 1891.

To the Right Honourable

The Minister of Railways and Canals, Ottawa.

DEAR SIR,—The Parliament of Canada, by the Act 53 Victoria, chap. 2, granted to the Temiscouata Railway Company a subsidy not exceeding \$3,200 per mile, nor exceeding in the whole \$51,200 for 16 miles of their railway, from the west end of the twenty miles of their branch railway from Edmundston, which twenty miles, by the Act 51 Vic., chap. 3, had been subsidized to the amount of \$5,000 per mile, and are now completed and in operation.

The company are now prepared and anxious to proceed with the extension of their branch towards the St. Francis River, but find that it will not be necessary for the requirements of the lumber trade and other business of that portion of the country at present, to extend their line to a greater distance than 12 miles beyond the twenty miles already built, as, at that point, being on the property of Mr. Connors, there are the best facilities for the erection of saw mills and the booming of logs, and that point is also the most favourable one for the erection of a bridge across the St. John River to connect with the State of Maine, and to serve the business interests of that portion of Northern Maine.

The company find that the cost of construction of these 12 miles will be so great that with the present subsidy they will be unable to carry out the work satisfactorily and in a manner to meet the requirements of the Government and adequately to serve the trade of the country.

I have, therefore, the honour to request that you will be pleased to submit for the consideration of the Governor General in Council, and for the

granting by Parliament, this application for the conversion of the subsidy of \$3,200 per mile, already granted for 16 miles into the subsidy of \$5,000 per mile for 12 miles as above described.

I have the honour to be, sir, your obedient servant,

JOHN J. McDONALD,
President Temiscouata Railway Company.

Exhibit "LJ" 122, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 13th Aug., 1891.

A. P. BRADLEY,

Department Railways and Canals, Ottawa.

SIR,—Mr. McLeod, on the 14th July, ultimo, inspected the first 20 miles of the St. Francis Branch of the Temiscouata Railway in regard to subsidy. It appears that the plan and profile of amended location have not yet been approved by the Governor in Council, although they have been pronounced as satisfactory. The road, Mr. McLeod informs me, is substantially built as far as it has reached towards completion, and that as regards the subsidy the position is as follows :—

Subsidy applicable to 20 miles.....		\$ 100,000
Less estimated value of miles to complete fencing..	\$ 25	
Public road crossings.....	10	
Farm crossings.....	100	
Four culverts	200	
Ballasting, 14,000 yds.....	3,500	
		3,835
		\$ 96,165

If payment is to be made, the amount of previous payments should be deducted.

I have the honour to be your obedient servant.

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 123, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 2nd October, 1891.

On a memorandum dated the 29th September, 1891, from the Acting Minister of Railways and Canals, representing that under date the 13th of August, 1891, the chief engineer of Government railways reported on a further

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inspection of the St. Francis Branch of the Temiscouata Railway subsidized for the first 20 miles by the Act 51 Vic., chap. 3, (1888) to the extent of \$100,000, showing the position to be as follows (certain deviations from the original location having been accepted by an Order in Council, dated the 21st September instant) :—

Subsidy applicable	\$ 100,000
Deducted to complete work	3,833

\$ 96,165

That of this amount authority has already been given for the payment of.....	82,770
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Leaving balance now payable	\$ 13,395
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The Minister recommends that authority be given for payment accordingly.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk of the Privy Council.

Exhibit "LJ" 124, for the Crown, filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

Re St. Francis Branch of the Temiscouata Railway.

OTTAWA, 9th October, 1891.

The Honourable MACKENZIE BOWELL,
Acting Minister of Railways and Canals.

SIR,—As the Temiscouata Railway Company are about entering into a contract with the Government for the construction of the twelve miles of the said branch terminating at Connors Station, for which a subsidy of \$3,200 per mile has been granted by Parliament, and as the company claim under a promise made by the late deceased Minister of Railways and Canals to be entitled to the full subsidy of \$5,000 per mile (as was given to the first twenty miles of said branch).

The company, before executing the contract, desire it to be understood that they will at a future time claim the additional subsidy of \$1,800 per mile, and that the execution of the contract by the company will in no way prejudice its rights and claims to such additional subsidy.

Your obedient servant,
JOHN J. McDONALD,
President.

Exhibit "LJ" 125, for the Crown, filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 9th November, 1891.

A. P. BRADLEY,

Secretary, Department Railways and Canals, Ottawa.

SIR,—Mr. Ridout, on the 19th ultimo, inspected the first 20-mile section of the St. Francis Branch of the Temiscouata Railway in regard to subsidy, and he found the road completed according to contract with the following exceptions, viz. : Four stone drains have been built at stations 22, 101, 147 and 183, which should have been either cedar culverts or masonry culverts.

Subsidy applicable to 20 miles	\$100,000
Less replacing 4 stone drains with regular culverts	200

Subsidy represented by work done..... \$ 99,800

I have the honour to be your obedient servant,

COLLINGWOOD SCHREIBER.

P.S. If payment is to be made, the amount of previous payments should first be deducted.

Exhibit "LJ" 126, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS,

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 9th November, 1891.

A. P. BRADLEY, Esq.,

Secretary Department Railways and Canals,
Ottawa.

SIR,—Mr. Ridout, on the 19th ultimo, inspected the section of the St. Francis Branch of the Temiscouata Railway on subsidy account from the 20th to the 31½ mile in regard to subsidy, and he found the road completed according to contract, with the exception of 800 feet of fencing in front of Mr. Connor's residence, he having asked that it be not final. As this is a station, it is of no material importance; however, I have deducted its value as by contract it is required to be final:—

Subsidy applicable to 11½ miles.....	\$37,600
Less fence to be erected (800 feet).....	50

Subsidy represented by work done..... \$37,550

I have the honour to be, sir,

Your obedient servant,

COLLINGWOOD SCHREIBER.

Edgar versus Caron.

Exhibit "LJ" 127, for the Crown; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER.

OTTAWA, 4th December, 1891.

To the Secretary, Department Railways and Canals,
Ottawa.

SIR,—On the 9th November, ultimo, I reported on the section of the St. Francis Branch of the Temiscouata Railway on subsidy account, from the 20th to the 31½ miles, which report showed a small length of fencing remained to be erected. I now have to report that Mr. Ridout has again visited the work and finds this piece of fencing completed, which entitles the company to receive the first amount of subsidy applicable to this section of railway, viz.:—

11½ miles at \$3,200 per mile..... \$37,600

If any previous payments have been made on this section, the amount should be deducted before making further payment.

I have the honour to be, sir,
Your obedient servant,

COLLINGWOOD SCHREIBER.

Exhibit "LJ" 128, for the Crown, filed 21st September, 1892.

GUSTAVE HAMEL.
Clerk, R. C.

CANADIAN GOVERNMENT RAILWAYS.
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,

OTTAWA, 4th December, 1891.

To the Secretary,
Department Railways and Canals, Ottawa.

MY DEAR SIR,—On the 9th November, ultimo, I reported on the first 20-mile section of the St. Francis Branch of the Temiscouata Railway, when I stated that there were 4 stone drains which should be replaced by culverts, since which I have had a re-examination of these points and from the information obtained I am satisfied that in three of the cases the drainage is sufficient, as they are laid in merely to draw off small openings; in the fourth case, a side ditch has been dug to carry off the water and the stone drain abolished, which meets the requirements. I have, therefore, to report this section completed according to contract and the company have therefore earned the subsidy applicable thereto,

20 miles at \$5,000 per mile..... \$100,000

In making payment, all former payments in this section should first be deducted.

I have the honour to be your obedient servant,
COLLINGWOOD SCHREIBER.

Exhibit "LJ" 129, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 19th December, 1891.

On a memorandum dated 15th December, 1891, from the Acting Minister of Railways and Canals, representing that two reports have been made by the chief engineer of Government railways, dated the 4th December, 1891, with respect to the works of the St. Francis Branch of the Temiscouata Railway, subsidized for the first 20 miles by the Act 51 Vic., chap. 3, (1888), to the extent (bulk sum) of \$100,000, as to which a contract was made with the company on the 22nd of January, 1889, and for a further distance of 16 miles by the Act 53 Vic., chap. 2 (1890), to an extent not exceeding \$3,200 a mile, the contract for which, covering a distance of 12 miles, between Clair's siding and Connor's station, was signed on the 20th of October, 1891.

The minister further states that from the said reports, and from the books of the accountant of the Department of Railways and Canals, it appears that the works have been duly completed, and that the company are entitled to their subsidy as follows :—

For the 1st 20-mile section.....	\$100,000
Less amounts, payment of which has already been authorized.....	96,165
	\$3,835
For 11½ miles further at \$3,200 a mile, for which nothing has so far been paid from their subsidy.....	\$ 37,600
	\$41,435

The Minister recommends that authority be given for the payment of the said sum of \$41,435.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

Exhibit "LJ" 130, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 9th November, 1889.

On a memorandum dated 31st October, 1889, from the Minister of Railways and Canals, representing that under date the 26th and 28th October, the chief engineer of Government railways reported on the subject of a certain trestle bridge constructed on the subsidized line of the Temiscouata Railway, and from the said reports it appears that the total number of such trestles was 51, of which, in the case of 16, the company are converting them into twelve-foot beam culverts, leaving the remainder 35 as built, and that in the case of

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seven of these, namely, at the following points:—Miles $1\frac{1}{2}$, 5, 6, $17\frac{1}{2}$, $21\frac{1}{2}$ and 35, the late Minister had proposed to advise approval of their introduction leaving the balance of 28 for further consideration; of these, some have since been reduced in length. In the opinion of the chief engineer, the structures as built are fully equal in durability and utility to the truss bridges of the company, the abutments and piers of which, under their contract, are allowed (with two exceptions) to be of white cedar, not less than 12 by 12 inches, and he further considers them as more suitable for replacement by permanent masonry abutments and piers at a future date.

The Minister observes that the contract with this company, dated the 21st of June, 1886, as approved by an Order in Council of the 5th of April, previous, did not contain the provision inserted in later contracts for the acceptance of trestle work at the option of the Minister of Railways and Canals, and the Minister, in view of the above expressed opinion of the chief engineer, accordingly recommends that authority be given for the acceptance of the trestle bridging at the points indicated in the lists following, furnished with remarks by the chief engineer of railways and the specification attached to the company's contract of the 21st of June, 1886, being amended to this extent.

Mile and Original Dimensions.				Remarks.
At	$\frac{1}{5}$ mile trestle was	242 feet long x 20 feet high.		Approaches to R. du L. Bridge.
	5	200	x 18	Reduced to 150 with 2 spans of 30 each to pass road and stream.
	6	135	x 42	Reduced 2 spans of 12 feet each.
	$17\frac{1}{2}$	75	x 30	To pass mill stream and flume.
	$20\frac{1}{2}$	536	x 52	Across a large ravine.
	$21\frac{1}{2}$	120	x 30	To pass public road and stream.
	35	60	x 18	To pass 2 farm crossings and a stream.
	1	50	x 9	This remains the same.
	$1\frac{1}{2}$	24	x 8	" "
	10	60	x 22	" "
	17	160	x 29	" "
	21	150	x 28	" "
	33	75	x 24	" "
	$40\frac{1}{2}$	108	x 12	" "
	$43\frac{1}{2}$	156	x 18	Reduced to 80 x 18.
	45	72	x 20	" 24 x 20.
	33	468	x 22	" 324 x 22.
	56	330	x 20	Location should have been further from the Lake; it would cost a considerable sum now to make the change.
	$56\frac{3}{4}$	300	x 15	Track should be on solid ground.
	57	360	x 20	40 feet truss built leaving 60 feet trestle.
	60	100	x 10	Reduced to 24 x 9.
	$63\frac{3}{4}$	50	x 9	" 36 x 18.
	$65\frac{1}{2}$	100	x 18	" 60 x 21.
	$66\frac{1}{4}$	132	x 21	" 24 x 12.
	$66\frac{3}{4}$	60	x 12	This remains the same.
	70	60	x 16	Reduced to 24 x 12.
	$73\frac{1}{4}$	50	x 12	" 24 x 9.
	$73\frac{3}{4}$	50	x 9	" 36 x 9.
	75	60	x 9	Reduced to truss of 42 feet and trestle 48.
	$75\frac{1}{2}$	460	x 18	Reduced to 24 x 14.
	78	60	x 14	" 36 x 12.
	77	80	x 12	" 12 x 15.
	$77\frac{1}{2}$	60	x 15	" 12 x 15.
	$78\frac{3}{4}$	48	x 15	This remains the same.
	80	150	x 15	

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

A.

TEMISCOUATA RAILWAY.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line, with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed seventy-nine feet to the mile, and the minimum curvature not to be of less radius than 818 feet.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty feet on each side of the centre line; all brush and logs must be completely burnt, and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

8th. Through settlements the railway must be inclosed with substantially built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be in rock cuts, eighteen (18) feet, and in earth twenty (20) feet, embankments sixteen (16) feet.

9th. Efficient drainage must be provided by open ditches and under-drains.

10th. All bridges, culverts and other structures must be of ample size and strength for the purpose intended; piers and abutments of truss bridges over Rivière du Loup and Madawaska at Edmundston must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, or iron, made of durable and suitable materials, thoroughly permanent in character and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion. Other truss bridges, abutments and piers as well as open culverts under embankments less than twelve feet in height may be of good sound white cedar of not less dimensions than 12x12. Superstructure of truss bridges may be of wood.

11th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved section, and with the most approved fish-plate.

12th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be eight inches face by six inches thick and eight feet long, 2,600 to the mile.

13th. Sufficient siding accommodation, stations, tanks, turntables or Y's and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

14th. Sufficient rolling stock necessary to accommodate and to conduct promptly and efficiently the traffic and business of the line shall be provided by the company.

A. R. McDONALD,
President.

Edgar versus Caron.

ARTICLES OF AGREEMENT made and entered into this twenty-first day of June, in the year of our Lord one thousand eight hundred and eighty-six.

BETWEEN "The Temiscouata Railway Company," of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Railways and Canals, of the second part.

WITNESSETH, that whereas it is, in and by an Act passed in the session of the Parliament of Canada held in the forty-fifth year of Her Majesty's reign, chaptered 14, and intituled, "An Act to provide for the granting of subsidies for the construction of certain lines of railways therein mentioned," amongst other things in effect enacted that "it shall be lawful for the Governor in Council to grant towards the construction of a railway from a point on the Intercolonial Railway at Rivière Ouelle, in the province of Quebec, or between them, to Edmundston, in the province of New Brunswick, a subsidy not exceeding three thousand two hundred dollars per mile, nor exceeding in the whole two hundred and forty thousand dollars, the said subsidy to be granted to such company as shall be approved by the Governor in Council as having established to his satisfaction their ability to complete the said railway, to be fixed by Order in Council, and according to descriptions and specifications to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government; such subsidy to be payable out of the Consolidated Revenue Fund of Canada by instalments; on the completion of each ten miles of railway, proportionate to the value of the portion so completed in comparison with the whole work undertaken, to be established by the report of the said Minister."

Provided always, that the granting of such subsidy shall be subject to such conditions for securing such running powers or traffic arrangements, and other rights, as will afford all reasonable facilities and equal mileage rates to all railways connecting with that so subsidized, as the Governor in Council may determine.

And whereas by another Act passed in the forty-eighth and forty-ninth year of Her Majesty's reign, chapter fifty-eight, it was made lawful for the Governor in Council to grant for a railway from a point on the Intercolonial Railway at Rivière du Loup or Rivière Ouelle, in the province of Quebec, to Edmundston, in the province of New Brunswick, a subsidy not exceeding two thousand eight hundred dollars per mile for seventy-five miles, and six thousand dollars per mile for eight miles, nor exceeding in the whole two hundred and fifty-eight thousand dollars; the said subsidy to be in addition to the subsidy authorized, a subsidy not exceeding in the whole four hundred and ninety-eight thousand dollars, and to be granted for the said railway upon the terms and conditions specified in the said Act, and payable out of the Consolidated Revenue Fund of Canada, and for the purpose of incorporating the persons undertaking the construction of the said railway and those who shall be associated with them in the undertaking, the Governor may grant to them, under such corporate name as he shall deem expedient, a charter conferring upon them the franchises, privileges and powers requisite for the said purposes, which shall be similar to such of the franchises, privileges and powers granted to railway companies during the present session (1885), as the Governor shall deem most useful or appropriate to the said undertaking; and such charter, being published in the *Canada Gazette*, with any Order or Orders in Council relating to it, shall have force and effect as if it were an Act of the Parliament of Canada. And whereas the Temiscouata Railway Company has

been duly incorporated under the provisions of the Act last hereinbefore mentioned by an Order in Council of the 6th day of October, A.D. 1885, published in the *Canada Gazette* of the 10th October, 1885, and has been organized in accordance with the charter so granted.

AND WHEREAS the Governor in Council has duly approved of the descriptions and specifications hereto annexed, marked "A," as the descriptions and specifications for the construction of the railway from a point on the Intercolonial Railway at Rivière du Loup, in the province of Quebec, to Edmundston, in the province of New Brunswick.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, the Temiscouata Railway Company covenants and agrees to and with Her Majesty, Her heirs and successors, in manner following, that is to say:—

1. That the company shall and will well, truly and faithfully make, build, construct and complete a line of railway from a point on the Intercolonial Railway at Rivière du Loup, in the province of Quebec, to a point at Edmundston, in the province of New Brunswick, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railways, bridges, culverts and all engineering services, whether in the field, or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

That the company shall and will locate and construct the said line of railway between the points above mentioned on such a course as will meet the approval of the Governor in Council, And the company further shall cause a survey to be made for a line running to the south-west of the line of the Government survey already made west of Lake Temiscouata and between such Government surveyed line on the River St. Francis; And that, before commencing the construction of this or any other portions of their line, the company will submit plans of their location and obtain the approval thereof from the Governor in Council.

3. That the gradients and alignment shall be the best that the physical features of the country will admit of in conformity with the aforesaid specification hereto annexed marked "A."

4. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in ten-mile sections, and that before the work is commenced on any ten-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said company shall commence the works embraced in this agreement within three months and shall complete the same on or before the first day of August, A.D. eighteen hundred and eighty-nine, 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 said date, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever, which may be at the time of the failure of the completion as aforesaid due and owing to the company.

6. That the company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

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7. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8. That the granting of the said subsidy shall be subject to such conditions for securing such running powers or traffic arrangements and other rights as will afford all reasonable facilities and equal mileage rates to all railways connecting with the said line of railway so subsidized as the Governor in Council may determine.

9. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real of every character, shall upon completion of the said line of railway and works appertaining thereto, be the property of the company.

IN WITNESS WHEREOF, "The Temiscouata Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the president and by the secretary of the said company, and the Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the secretary of the Department of Railways and Canals.

Signed by the president and by the secretary
of the said company, the corporate
seal of the company having been here-
unto affixed, in the presence of

T. J. RITCHIE,
J. A. ROY,

A. R. McDONALD,
President.
ED. H. CREAU,
Secretary.

Signed and sealed by the Minister and
by the secretary of the Depart-
ment of Railways and Canals,
in the presence of

H. A. FISSIAULT.
M. DESJARDINS.

J. H. POPE,
Minister of Railways and Canals.
A. P. BRADLEY,
Secretary.

Exhibit "LJ" 131, for the Crown ; filed 21st September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 21st September, 1891.

On a memorandum dated the 15th September, 1891, from the Acting Minister of Railways and Canals, representing that under date the 10th September instant, the Temiscouata Railway Company have furnished a plan and profile of the St. Francis branch showing the line as constructed.

The Minister, on the report of the chief engineer of Government railways, to the effect that the slight deviations made improving the line there should be approved, recommends that the location so shown be approved in place of that accepted by the Order in Council of the 31st December, 1888.

The committee submit the same for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 24th December, 1890.

On a memorandum dated 18th December, 1890, from the Minister of Railways and Canals, representing that under date the 12th December, instant, the Temiscouata Railway Company have applied asking that the permission to use timber, 'good sound white cedar of not less dimensions than 12 x 12 inches' for their truss bridges, abutments and piers, which was inserted in the subsidy contract made with them for their main line, be extended also to their branch line from Edmundston towards River St. Francis, 20 miles, for which a subsidy contract was made on the 22nd of January, 1889, but which did not contain this provision.

The Minister recommends that authority be given for the acceptance of wooden abutments and piers to truss bridges as though such provision had been made, the contract being amended accordingly.

The committee advise that the requisite authority be granted.

JOHN J. MCGEE,
Clerk, Privy Council.

OTTAWA, 7th January, 1891.

Under the special provision to that effect of the 16th clause of the contract made on the 22nd of January, 1889, with the Temiscouata Railway Company for the construction under subsidy of 20 miles of railway from Edmundston towards the River St. Francis, permission is hereby given for the use of pile trestles to be approved by the chief engineer of Government railways at the following stations:—550, 580, 643, 694, 710, 775, 891, 901, 920 and 1049, the timber of which they are composed being white pine.

JOHN A. MACDONALD,
Minister of Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 26th October, 1889.

On a memorandum dated 22nd October, 1889, from the Minister of Railways and Canals, recommending, on the application of the Temiscouata Railway Company, approved by the chief engineer of Government railways, that they be permitted to construct on their subsidized line (20 miles) from Edmundston towards the river St. Francis, wooden box culverts in embankments of 12 feet in height and under, provided that such culverts be built of good sound cedar not less than 10 inches by 10 inches, the contract, dated the 22nd of January, 1889, being modified to this extent only.

The committee submit the same for Your Excellency's approval.

JOHN J. MCGEE,
Clerk, Privy Council.

OTTAWA, 22nd October, 1889.

In accordance with the provision of clause No. 16 of the specification attached to the contract made with the Temiscouata Railway Company, on the 22nd of January, 1889, for the construction under subsidy of a line of

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railway from Edmundston towards the river St. Francis, I authorize the said company to construct trestle bridging as follows on the said line :—

At station 93—Pile trestle 60 feet long, 15 feet high.

At station 118—Trestle on piles 135 feet long, 25 feet high.

At station 182—Trestle on piles 135 feet long, 30 feet high.

At station 251—Trestle on piles 300 feet long, 70 feet high.

At station 357—Piles trestle 120 feet long, 16 feet high.

This concession is made on the condition that said structures be built upon cedar pile foundations, well driven, the cedar to extend in all cases clear of the finished surface of the earth, and that the rest of the trestle be built of good white pine on a plan satisfactory to the engineer in chief of Government railways.

JOHN A. MACDONALD,
Acting Minister of Railways and Canals.

A.

SPECIFICATION AND DESCRIPTION.

1st. The railway shall be a single track line with gauge four feet eight and one-half inches, with necessary sidings.

2nd. The alignments, gradient and curvature shall be the best the physical features of the country will admit of, the maximum grade not to exceed seventy feet to the mile, except at the junction, where two short grades of 80 feet to the mile occur, and the minimum curvature not to be of less radius than eight hundred and eighteen feet or 7°.

3rd. In all wooded sections the land must be cleared to the width of not less than fifty (50) feet on each side of the centre line ; all brush and logs must be completely burnt and none thrown on the adjacent land.

4th. All stumps must be grubbed out within the limits of cuttings under three feet in depth, or embankments less than two feet in height.

5th. All stumps must be close cut where embankments are less than four feet and more than two feet in height.

6th. The railway must be enclosed with substantially-built legal fences, of wire or wood, with the necessary gates and crossings to accommodate the farmers.

7th. Road crossings with cattle guards and sign boards shall be provided at all public highways crossing the railway on a level with the rails.

8th. The width of cuttings at formation level shall be not less than twenty (20) feet, embankments not less than fifteen (15) feet, when settled into place.

9th. Efficient drainage must be provided by open ditches and under-drains.

10th All bridges, culverts and other structures must be of ample size and strength for the purpose intended ; piers and abutments of truss bridges must be of massive masonry, and culverts under embankments over twelve feet in height must be of well built, strong second class masonry, or iron, made of durable and suitable materials, thoroughly permanent in character ; and equal in every essential particular to the best description of like work employed in similar railway work in the Dominion.

11th. Open or beam culverts in embankments less than twelve feet in height may be of cedar wood not less than 10 inches, except the track stringers which may be of sound pine, white oak, tamarac or spruce timber, not less than 12 inches by 14 inches. The span shall not exceed 14 feet, and they

shall be constructed on a plan approved by the Minister of Railways and Canals. Superstructure of truss bridges may be of sound white pine or Georgia pitch pine wood, or if the trusses are covered in from the weather and shingled, in such case, straight-grained spruce timber may be used.

12th. The rails shall be of steel, weighing not less than fifty-six (56) pounds per lineal yard, of approved section, and with the most approved fish-plate.

13th. The railway must be well ballasted with either gravel or other suitable material. The sleepers to be 8 inches face by 6 inches thick and 8 feet long—2,600 to the mile.

14th. Sufficient siding accommodation, stations, tanks, turntables or Y's and such other structures and buildings as may be necessary to meet the requirements of the traffic shall be provided by the company.

15th. Sufficient rolling stock necessary to accommodate and to conduct promptly and sufficiently the traffic and business of the line shall be provided by the company, of which the Minister of Railways and Canals shall be the judge.

16th. Wooden box culverts will not be permitted under any circumstances, and trestle or pile bridges will not be allowed except upon the written authority of the Minister of Railways and Canals. The timber of which they are to be constructed must also be approved by the Minister.

THIS CONTRACT AND AGREEMENT make the 22nd day of January, in the year one thousand eight hundred and eighty-nine.

BETWEEN Her Majesty the Queen, acting in respect of the Dominion of Canada, and herein represented by the Honourable John Henry Pope, Minister of Railways and Canals, of the first part, and the Temiscouata Railway Company, of the second part.

WITNESSETH, that whereas it is, in and by an Act passed in the session of the Parliament of Canada held in the fifty-first year of Her Majesty's reign, chaptered three, and intituled "An Act to authorize the granting of subsidies in aid of the construction of the lines of railway therein mentioned," amongst other things in effect enacted "that the Governor in Council may grant—

To the Temiscouata Railway Company for 20 miles of their branch railway from Edmundston towards the St. Francis River in the province of Quebec, in view of the subsidy granted by 50-51 Victoria, chapter 24, a subsidy of \$100,000 (one hundred thousand dollars), the said railway to be commenced within two years from the first day of August, A. D. 1888, and completed within a reasonable time, not to exceed four years, to be fixed by Order in Council, and to be constructed according to descriptions and specifications and upon conditions to be approved by the Governor in Council on the report of the Minister of Railways and Canals, and specified in an agreement to be made by the company with the Government, and which the Government is thereby empowered to make; the location of such line of railway to be subject to the approval of the Governor in Council; the said subsidy to be payable out of the Consolidated Revenue Fund of Canada by instalments on the completion, to the satisfaction of the Minister of Railways and Canals, of each section of the railway of not less than 10 miles, proportionate to the value of the portion so completed, in comparison with that of the whole work undertaken, to be established by the report of the said Minister, or upon completion of the work subsidized.

AND WHEREAS the Governor in Council has duly approved of the descriptions, conditions and specifications hereto annexed, marked "A," as

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the descriptions, conditions and specifications for the construction of the said railway.

NOW THIS AGREEMENT WITNESSETH, that in consideration of the said subsidy to be paid in the manner aforesaid, "The Temiscouata Railway Company" covenants and agrees to and with Her Majesty, Her Heirs and Successors in manner following, that is to say :—

1. That the company shall and will well, truly and faithfully make, build, construct and complete a line of railway from Edmundston towards St. Francis River, a distance of twenty (20) miles, the points and approximate route and course being shown on the map filed in the Department of Railways and Canals, and all bridges, culverts and works appurtenant thereto, and will build, construct and complete the said line of railway, bridges and culverts, and perform all engineering services, whether in the field or in preparing plans or doing other office works, to the entire satisfaction of the Governor in Council.

2. That the company shall and will locate and construct the said line of railway on as straight a course as practicable, between the points above mentioned, with only such deviations as may seem absolutely indispensable to avoid serious engineering obstacles, and as shall be allowed by the Governor General in Council.

3. That the gradients and alignment shall be the best that the physical features of the country will admit of, in conformity with the aforesaid specifications hereto annexed, marked "A."

4. That the company shall and will furnish profiles, plans and bills of quantities of the whole line of railway in 10-mile sections, and that before the work is commenced on any 10-mile section, such profiles, plans and bills of quantities shall be approved by the Governor in Council, and before any payments are made, the company will furnish such further returns as may be required to satisfy the Minister of Railways and Canals as to the relative value of the works executed with that remaining to be done.

5. That the said company shall commence the work embraced in this agreement within one year from the date hereof and shall complete the same, to wit :—by the first day of August, A.D. eighteen hundred and ninety-two (1892), 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 said date or dates, the company shall forfeit all right, claim or demand to any and every part of the subsidy remaining unpaid, as also to any moneys whatever which may be at the time of the failure of the completion as aforesaid due and owing to the company.

6. That the company will upon and after the completion of the said line of railway and works appertaining thereto, truly and faithfully keep the same and the rolling stock required therefor in good sufficient working and running order, and shall continuously and faithfully operate the same.

7. That the company will build, construct and complete the said line of railway and works appertaining thereto in all respects in accordance with the specification hereto annexed, marked "A"; and upon a line of location to be approved of by the Governor in Council.

8. And that the said line of railway and works appertaining thereto, together with all the franchises, rights, privileges, property, personal and real, of every character, shall, upon completion of the said line of railway and works appertaining thereto, be the property of the company.

IN WITNESS WHEREOF, "The Temiscouata Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the president and by the secretary of the said company, and the said Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary
of the said company, the corporate seal
of the company having been hereto
affixed, in the presence of

E. S. CREAM.

A. K. McDONALD,
President.
E. D. BOSWELL,
Secretary.

Signed and sealed by the Minister and by the
Secretary of the Department of Railways
and Canals, in the presence of

H A. FISSIAULT.

J. H. POPE,
Minister of R. and C.
A. P. BRADLEY,
Secretary.

Exhibit "JS" 2, for the Crown ; filed 22nd September, 1892.

G. HAMEL,
Clerk, R. C.

ON THIS DAY, the tenth of July, one thousand eight hundred and eighty-three.

Before Cy. Tessier, the undersigned, notary public for the province of Quebec, Dominion of Canada, residing in the city of Quebec, personally came and appeared,

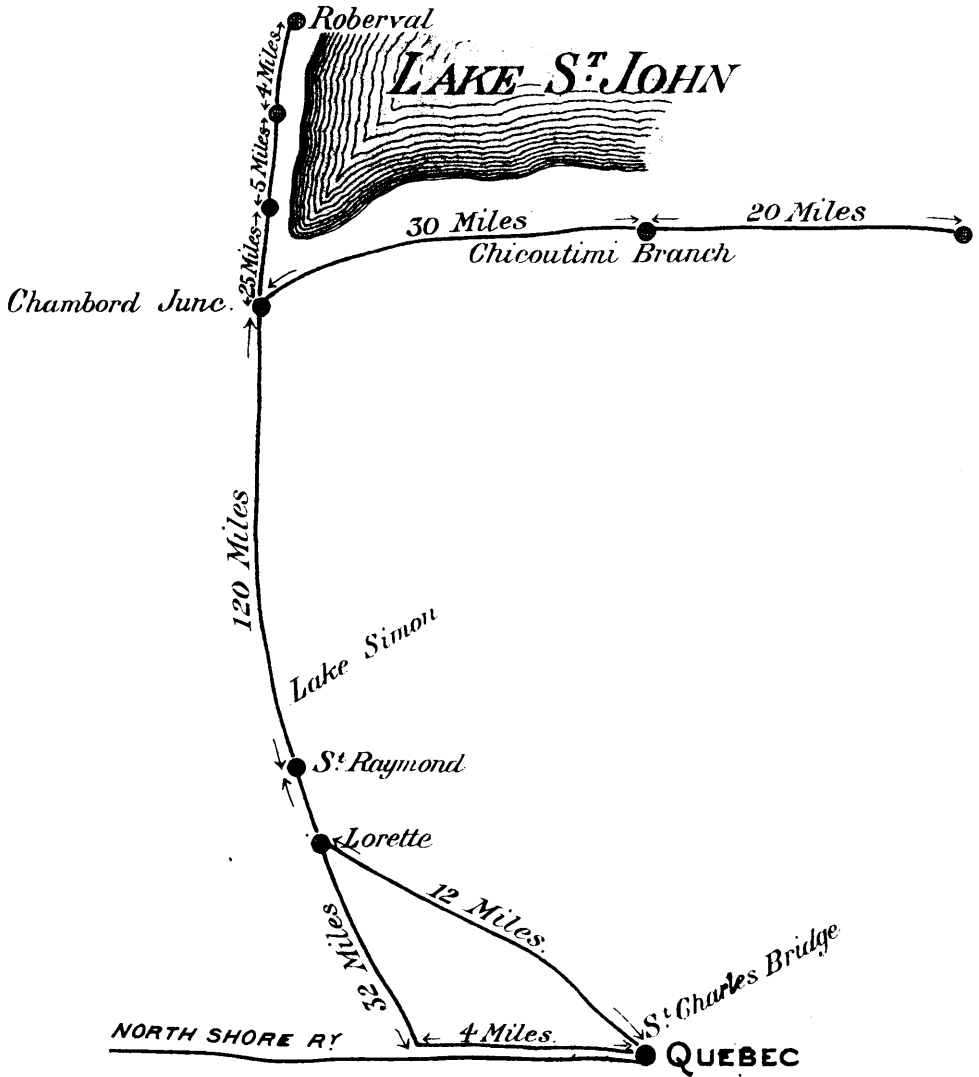
"The Quebec and Lake St. John Railway Lumbering and Trading Company," duly incorporated and having its principal place of business at the city of Quebec, represented in this deed by "William Withall," of the said city of Quebec, Esq., merchant, president, and "James Guthrie Scott" of the same place, Esq., secretary of the said company, hereunto present and specially authorized for all and every the purposes of this deed by a resolution of the shareholders of the company at a general meeting held at the office of the company, on this tenth July, one thousand eight hundred and eighty-three, herein called "The Company" of the first part;

AND HORACE JANSEN BEEMER, of the city of Montreal, Esq., contractor, herein called "the contractor," who, hereby, for the purposes hereof makes election of domicile irrevocable at the city of Quebec, in the office of the undersigned notary, until he establishes an office in this city, of which the company shall be duly notified, which office when duly made known to the company shall be irrevocable domicile of the contractor for the purposes hereof, of the second part.

WHICH SAID PARTIES have declared, covenanted and agreed as follows, that is to say :—

Clause 1st.—The said contractor doth by these presents bind and oblige himself to and in favour of the said company, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find and fur-

EXHIBIT J.S.I.



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nish all necessary right of way, station grounds, tools, plant, implements and materials whatsoever, and to construct, build, complete, equip and finish in every respect to the satisfaction of the company and of the engineers, that part or portion of the "Quebec and Lake St. John Railway" which extends from Lake Simon to the Lake St. John, a distance of one hundred and thirty-five miles or thereabouts, together with telegraph lines, station buildings, work shops, rolling-stock and all other appurtenances as more fully detailed in the specification annexed. The whole in the most substantial and workman-like manner, and upon the terms and conditions of this present contract, and in accordance with the "supplementary conditions of contract" and the two specifications which are annexed to the original hereof and signed by the parties and by the said notary *ne varietur*—all which documents as well as the schedule of prices which is also annexed and signed as above, shall be considered as making one with this deed and shall be taken as together forming the contract.

Clause 2nd.—Now, these presents and I, the said notary, are witness that this contract and undertaking is entered into by the said parties under the following express terms and conditions, viz :—

Clause 3rd.—For the better interpretation of the different clauses of this contract, it is understood between the parties that the words "The Railway Company" shall mean "The Quebec and Lake Saint John Railway Company." The words "first section" shall mean that portion of the railway now completed and extending from its junction with the North Shore Railway at about four miles from Quebec to the River Ste. Anne, in the parish of St. Raymond, being about thirty-two miles. The words "second section" shall mean that portion of the same railway now in course of construction, and extending from the south side of the River Ste. Anne to Lake Simon, being about ten miles, including the bridge on the River Ste. Anne. The words "third section" will mean that portion of the railway to be built, extending from Lake Simon to the foot of the Island of Lake Edward, a distance of about thirty-five miles. The words "fourth section" will mean that portion of the railway to be built, extending from the foot of the Island of Lake Edward to the terminus at Lake St. John, a distance of about one hundred miles. The words "the engineers" will mean the engineer of the company, the Federal Government engineer and the Provincial Government engineer, the engineer or superintendent of public works of the city of Quebec, for the time being, or their successors in office, and A. L. Light, engineer, who is hereby appointed, by the parties, consulting engineer.

Clause 4th.—All the work to be done and the materials to be furnished under this contract shall be done under the direction of the company's engineer, and subject to the approval of the other engineers above mentioned.

Clause 5th.—And whereas, the company and its directors have expended time, labour and money for the building of the said "Quebec and Lake Saint John Railway" to an amount which, by mutual consent is put down at (\$450,000) four hundred and fifty thousand dollars, one of the conditions of this contract is, that the company shall be paid and refunded to the extent of said sum of four hundred and fifty thousand dollars by the contractor, as follows :—(\$200,000) two hundred thousand dollars out of the first moneys derived from the first sale of bonds to be issued on the first and second sections above described, but in any case not later than in two years from this date; (\$125,000) one hundred and twenty-five thousand dollars out of the proceeds of the first sale of bonds to be issued on the first forty miles beyond Lake

Simon, and the balance of (\$125,000) one hundred and twenty-five thousand dollars out of the proceeds of the first sale of bonds to be issued on the next following forty miles, and until the first of the above instalments (that of (\$200,000) two hundred thousand dollars) be paid, a sum equal to five per cent. shall be retained off every progress estimate hereinafter mentioned, which five per cent. will be remitted to the contractor as soon as such instalment is paid.

Clause 6th.—The above two last payments of one hundred and twenty-five thousand dollars each, to be, at any rate, paid before the first December, one thousand eight hundred and eighty-six. The whole four hundred and fifty thousand dollars, with interest from this day, at the rate of seven per cent. payable semi-annually, the first payment whereof shall therefore be made at the office of the company in Quebec on the 10th of January next (1884).

Clause 7th.—In addition to the above, the contractor shall pay after this day to each of the directors of said company, a sum of (\$5) five dollars for each and every sitting of their Board at which such director will have been present, and he shall also retain at their present rate of remuneration, from the day he will take possession of the first section of the road, the services of the employees of the said company engaged in working the railway until the completion of their engagements, and afterwards as long as they do their duty properly, besides all which the contractor will pay to the company in and by equal monthly instalments, an annual sum of (\$11,000) eleven thousand dollars from this day until the completion of this contract and as long as the whole undertaking is not finally accepted by the engineers, to defray office expenses and engineering staff of the company, as detailed in the list or memorandum (Schedule C) annexed to the original of this contract, and which has been signed by the said parties and notary *ne varietur*. It being understood that as the said list or memorandum provides for the salary of only one draughtsman as help to the chief engineer, any additional assistance required by the engineer in the performance of his duties, either in making measurements for progress estimates or otherwise, shall be furnished by the contractor.

Clause 8th.—The contractor binds and obliges himself to commence the work of construction immediately, and to continue the same with a sufficient number of men and a sufficient quantity of materials, so as to complete and finish in every respect said road and accessories contracted for by and in virtue of the present deed, namely: The third section on or before the first December, one thousand eight hundred and eighty-five; and the fourth section on or before the first December, one thousand eight hundred and eighty-six; the whole in such a manner as to secure the acceptance of the work by the engineers, not later than at the respective dates above mentioned.

Clause 9th.—On the first December, one thousand eight hundred and eighty-six, or at any previous date at which the works undertaken by the present contract shall have been completed and accepted, the whole and entire road, with equipment, rolling stock and everything connected therewith, shall be put into the exclusive possession of the company, without the execution of any deed or instrument in that behalf being necessary.

Clause 10th.—And until such date, *i. e.*, until the first December, eighteen hundred and eighty-six, or sooner, as above provided, or until a subsequent date in the event of the company granting additional time for the fulfilment of this contract, the contractor will fulfil exactly and faithfully all the obligations of the company or of the "Quebec and Lake St. John Railway

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Company," incumbent upon them by the Railway Act or by any other existing law.

Clause 11th.—And it is further agreed by and between the said parties, in addition to the above, that the said H. J. Beemer, party of the second part, substitutes himself to the said company, party of the first part, with regard to all its obligations towards Messrs. McCarron & Cameron, the builders of the second section of said road, as per deed before Cy. Tessier, Notary, the nineteenth of July, last year (1882), save only and respects the payment to the said McCarron & Cameron of the deposit and drawback now in the hands of the said company as security for the fulfilment of the said contract, amounting to (\$6770.06) six thousand seven hundred and seventy dollars and six cents; he, the said H. J. Beemer, binding himself to have this section of road or line completed by the said "McCarron & Cameron," according to the conditions of their said contract, or in their default to complete the same himself not later than the fifteenth September next.

Clause 12th.—In the event of the consulting engineer thinking it advisable, the said last mentioned contract shall be modified by the raising, when required, of the bridge on the Ste. Anne River, as he, the consulting engineer may direct, the additional expenditure arising therefrom to be borne by the said H. J. Beemer.

Clause 13th.—The unpaid subsidies granted by the Federal Government and by the corporation of the city of Quebec, on this second section of the road to be drawn to the extent of twenty thousand dollars only by the said H. J. Beemer, to whom the company does make all assignment and transfer which may be needed in that behalf; the balance of such subsidy to be disposed of as follows:—Fifteen thousand dollars shall be retained by the company, and shall be placed by them to the credit of the contractor against the first six months interest on the four hundred and fifty thousand dollars payable by him, and the remainder shall be placed in the hands of the trustees to be used in payment of progress estimates, as described in clause thirty-third, upon the work beyond Lake Simon, and for the raising of the Ste. Anne bridge.

Clause 14th.—The said H. J. Beemer undertakes to have the engine and eight cars, presently in use by Messrs. McCarron & Cameron, returned to the company on the fifteenth September next, date at which the latter's contract should be completed.

Clause 15th.—The laying out and final location of the line of the railway hereby contracted shall be made by competent engineers appointed by the contractor, and acting under written instructions from the said A. L. Light, Esq., consulting engineer, and to be entirely subject to his and the engineer's approval, but the extreme terminal point at Lake St. John shall be indicated by the company themselves, provided the contractor be not bound to build beyond one hundred and seventy-five miles from the junction with the North Shore Road, unless the present subsidies be increased to cover the excess of distance. Gradients and curvature not to be inferior to those shown on the plan and profile of the said railway, deposited with the Government of the province of Quebec in eighteen hundred and eighty, which plan and profile have been approved by the said A. L. Light.

Clause 16th.—And the said gradients and curvature to be even improved when and where it can be done without increasing the cost as indicated by the original profile.

Clause 17th.—In the event of the Federal Government increasing their subsidy to the said railway, so as to include the first section of the same, then the contractor shall be bound to build an independent line into the city terminus at Quebec, from the present junction, or if the provincial subsidies in cash and land are also increased so as to cover one hundred and seventy-five miles instead of one hundred and seventy miles, then the said line shall be built by the contractor through the village of St. Ambroise into the city terminus, he paying (as for the third and fourth sections) land damages and right of way through all intervening property in either case; the location of the city terminus being selected by the company to whose approval the location of the new lines mentioned in this clause shall be subject.

Clause 18th.—In the present contract are comprised the laying-out, filling-in and completing with extra tracks, if required by the company or the engineers, any property the company may acquire or have in the city of Quebec for the purposes of the said railway for a terminus and station grounds, the whole to the satisfaction of the engineers. The ground for the station or terminus in Quebec being the only ground which will be at the charge of the company.

Clause 19th.—It is hereby expressly understood that the contractor must be extremely careful and take all necessary precautions to avoid fires in the bush, the timber being one of the main resources of the railway, and the clearing and burning rendered necessary for the purposes of this contract should be done as much as possible during the winter season, and the contractor shall alone be responsible for any damage caused by any of his operations connected with the building of the said railway.

Clause 20th.—Should any disagreement or dispute arise between the contractor and the company or its engineers, the matter will be referred to the consulting engineer, whose decision will be final.

Clause 21st.—And whereas the contractor undertakes to complete the whole of this present contract on or before the said first day of December, eighteen hundred and eighty-six, the company shall have and hereby retain the right to cancel the present contract at any time if it becomes evident by a report from the consulting engineer that a *pro rata* progress is not being made, without the company waiving, by reason of such action, any right against the contractor for damages arising from non-fulfilment of contract; this same right or privilege of cancelling the contract is hereby retained by the company and may be exercised by it on advice of the consulting engineer, in the event of the contractor failing to comply with any of the obligations contained in clause fifty, sixth, eighth, tenth and thirty-seventh, or if he, the contractor, does not strictly comply with the report of the consulting engineer or the order of the company when made and given under clause thirty-eighth, or again if he does not deliver, as agreed upon by clause fiftieth, all the plant or tools therein mentioned, or if he does not comply with the directions of the consulting engineer with regard to the things mentioned in 47th clause; the whole without the company waiving by reason of such action any right against the contractor for damages as above.

Clause 22nd.—And in the event of this contract being cancelled by reason of any of the disposition thereof, it shall be the duty of the trustees to refund or hold subject to the order of the company any money or securities held by them in consequence of this contract.

Clause 23rd.—The contractor further undertakes to do within the term of two years from this date, the additional work required on the second section

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of the railway now under contract to Messrs. McCarron & Cameron, in order to render the same fully equal, as to the width of the road-bed and in every other respect, to the remainder of the railway in accordance with the specification.

Clause 24th.—In case the said A. L. Light, the present consulting engineer, should die, or leave the position or be unable to act, his successor shall be mutually agreed upon, or in default thereof, he shall be named by Mr. Walter Shanly or some engineer of equal standing to be selected by the then Minister of Railways for the Dominion of Canada.

Clause 25th.—The contractor shall not have the right of transferring the present contract neither in whole or in part save and except with regard to minor jobs or the furnishing of materials.

Clause 26th.—Twenty platform cars, out of the two hundred mentioned in the specification, will have to be delivered on or before the fifteenth day of August next to the Company, who will have the exclusive use of them until the contractor is given the possession of the road.

Clause 27th.—In consideration of the said contractor undertaking the aforesaid engagements according to the true intent of the present contract, the said company hereby consent to assign, transfer and make over to him and do undertake to give and procure to him—

FIRSTLY.

Clause 28th.—The whole of the unpaid subsidies, in their present shape, now and hereafter, to be acquired by the company, *i. e.* Five thousand dollars per mile from the Provincial Government on one hundred and seventy miles, and three thousand two hundred dollars per mile from the Dominion Government on one hundred and forty miles—and four hundred and fifty thousand dollars of stock subscription from the city of Quebec, and the land grant from the Provincial Government of five thousand acres per mile on one hundred and seventy miles, or, at the option of the contractor, the equivalent thereof in money, if obtainable from the Government, and as may be agreed upon with the latter—less the following which have been drawn by the company against the above, that is.

1st. One hundred thousand dollars from the city of Quebec.

2nd. Two hundred and fourteen thousand and seventy-five dollars from the Provincial Government of Quebec.

3rd. Forty-eight thousand one hundred and twenty-one dollars (\$48,121) received from the province of Quebec by the Quebec and Gosford Railway Company and,

4th. The sum of six thousand five hundred and sixty-eight dollars and thirty cents and interest due to the Federal Government for duty on materials imported, which sum is to be deducted from the subsidy granted by said Federal Government, the Company undertaking to use every diligence and their influence for the purpose of procuring the payment of all unpaid subsidies and also to assist inasmuch as in their power lies, and as prudence will allow, in the pledging of subsidies to banks or otherwise, as security for advances. The subsidies to be thus pledged subject to the conditions on which they are voted. The amounts thus obtained or advances to be held in trust and paid to the contractor upon progress estimates in the same manner as the proceeds of the bonds as specified in clauses thirty-first, thirty-second, thirty-third and fifty-first of this contract, the proceeds of both subsidies and bonds to be considered as one fund for the purpose. No subsidies to be pledged for advances at any one time for a greater mileage than forty miles.

Clause 29.—The Company further undertake to use every diligence and effort in their power to procure additional Government and Municipal subscriptions or subsidies for the benefit of the contractor and to do all and everything to that end in as energetic a manner as though the company were building the road and more especially to endeavour to procure the following:—

1st. The extension of the Dominion subsidy of three thousand two hundred dollars per mile to the first thirty miles of the road.

2nd. The Provincial subsidies (both cash and land) to cover one hundred and seventy-five miles instead of one hundred and seventy miles.

3rd. The cancellation of the Provincial Government claim of forty-eight thousand one hundred and twenty-one dollars paid to the Quebec and Gosford Railway Company.

4th. The obtaining of the one hundred thousand dollars municipal subsidy from the municipalities around the Lake St. John. On the completion and acceptance by the engineers of each section of ten miles, the subsidies and subscriptions relating thereto shall be paid to the contractor, less any part or portion which he may have received or which may have been pledged for advances.

SECONDLY.

Clause 30th.—The first mortgage bonds of the railway company bearing first lien or hypothec on the road and its appurtenances, to be issued in accordance with the terms of its amended charter and of the railway acts of the province or of the Dominion, as may be lawful, to the extent of twenty thousand dollars per mile on the whole length of the line from Quebec (or from the junction with the North Shore Railway, if a line into the city of Quebec be not constructed) to the terminus at Lake St. John. The nature of the bond, viz; whether payable in currency or in sterling, the number of years to run (not less than twenty nor more than thirty) and the rate of interest, not exceeding five per cent per annum (unless by consent of the company) to be hereafter determined by the contractor. It being understood and agreed that the contractor shall, at his own expense, cause the interest upon the said bonds to be guaranteed and paid by the Government of the province of Quebec, in the manner provided by sections 1, 2 and 3 of the Act 39 Vic., chap. 3, and sections seven and eight of the Act 40 Vic., chap. 3, or in some other manner to be hereafter mutually agreed upon, to the extent of the full value of the equivalent of the cash subsidy of the province of Quebec of five thousand dollars per mile on one hundred and seventy miles and of the subsidy of the Dominion of Canada, of three thousand two hundred dollars per mile on one hundred and forty-five miles, amounting in all to the sum of one million three hundred and fourteen thousand dollars; so that no interest will be payable by the company on the bonds, after the completion of the railway until the said guarantee shall have expired.

The bonds to be issued under this contract shall be treated as follows:—

Clause 31st.—1st, it is agreed that when the bonds representing the mileage, at twenty thousand dollars per mile of the first and second sections are or are about to be negotiated, they shall be deposited in the "Bank of Montreal," the "Quebec Bank," or in the hands of "other trustees" to be mutually agreed upon, and shall be handed to the purchasers by the said trustee or trustees in exchange for the sum of money agreed to be paid for them; and out of the said sum of money or proceeds shall be paid, firstly—the amount necessary to provide for the guarantee of interest as before.

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specified, to the extent of eight thousand two hundred dollars per mile on the completed mileage of the first and second sections, and secondly—the sum of two hundred thousand dollars, being the first instalment payable to the company under this contract, and the balance shall remain in the bank and shall be payable upon the order of the company to the contractor on monthly progress estimates, upon the certificates of the company's engineer, for work done beyond Lake Simon.

Clause 32nd.—2nd. Until the bonds are negotiated an amount thereof representing the mileage of the first and second sections as above shall be retained by the company until the completion of this contract.

Clause 33rd.—3rd. The remaining bonds to be issued under this contract shall, from time to time, as may be necessary, be deposited with trustees as above specified and paid to the contractor as follows:—

FIRSTLY.

In the event of their being negotiated the proceeds received in exchange for the bonds shall be kept in the bank by the trustees and shall be paid to the contractor upon the order of the company upon monthly progress estimates for work done, upon the certificates of the company's engineer. Provided that in no case shall the contractor thereby obtain a larger share of remuneration for any ten miles of road to be constructed by him than the proportion accruing and available thereto, according to the terms of this contract out of the considerations therein given to the contractor for the building of the road, it being always understood that none of the bonds shall be sold at a less price than will meet a sufficient sum, in the opinion of the consulting engineer, together with the subsidies to complete and equip the railway and to insure the fulfilment of all the other conditions of this contract. After the payment to the contractor of the progress estimates and other payments to be made him under this contract, any interest accruing upon deposits of advances on subsidies or proceeds of debentures negotiated to be for the benefit of the company, less the interest on the contractor's drawback.

SECONDLY.

Until the bonds are negotiated they shall be made available to the contractor as follows:—Eight thousand dollars per mile upon each mile beyond Lake Simon received and accepted by the engineers, the remaining twelve thousand dollars per mile to be placed in the hands of the trustees and by them retained until the subsidies to be used to guarantee the interest on the whole issue of twenty thousand dollars per mile shall have been liberated and applied for that purpose. It being expressly agreed and declared that the bonds for eight thousand dollars per mile shall be disposed of to the satisfaction of the company; that no difficulty will be experienced in getting them back when required for the purpose of guaranteeing the interest thereon; and until that time the contractor agrees to pay all interest that may accrue on the whole issue and return the interest coupons to the company.

THIRDLY.

Clause 34th.—The right of working and running the railway from Quebec outwards until the line is completed, to his, the contractor's sole benefit, subject to all expenses connected with the same.

Clause 35th.—Also subject (as regards that portion between Quebec and the Junction) to the rules and regulations of and any agreements made or to

be made with the North Shore Railway Company, the contractor paying the latter for all privileges received from them.

Clause 36th.—But until the first instalment of two hundred thousand dollars mentioned in the fiftieth and sixth clauses be totally paid, the above thirty-fifth clause shall not take effect, and the contractor shall not have possession of the completed sections of the road. And the company shall, moreover, have the right of using such portion of the other sections of the road which the contractor shall have built and which the company's engineer shall declare to be fit for use. However, in the meantime, but not beyond the limit of two years mentioned in the fifth clause, the company will carry, free from charge, freight and men employed for the purpose of this contract.

Clause 37th.—The line when taken possession of, to be operated during both summer and winter seasons by the contractor, with sufficient train service, and in every other respect in an efficient manner, satisfactory both to the public and to the company.

Clause 38th.—And should the company not be satisfied as to the sufficiency of train accommodation afforded to the public by the contractor, they may, upon a report to that effect by the consulting engineer, order the contractor to put on additional trains or cars as may be recommended by him, the consulting engineer, who shall state under what delay such additional trains or cars shall be placed, and for each and every day of delay in complying fully with such report or order, a sum or penalty of one hundred dollars shall be chargeable to the contractor and be deducted from the amount of the then next progress estimate.

Clause 39th.—The freight and passenger tariff to be adopted by the contractor shall be subject to the approval of the company, and all freight contracts made or to be made during their operation of the road by the company, shall be carried out by the contractor from the day he will take possession of the road.

FOURTHLY.

Clause 40th.—The rights, powers and privileges which are and may hereafter be granted by the law to the company for the purposes of the said railway, inasmuch as such rights, powers and privileges may be thus transferred.

It is hereby further specially agreed and understood that:—

Clause 41st. 1st. The contractor shall pay the semi-annual interest on the bonds issued in virtue of the by-law adopted by the Corporation of the city of Quebec on the 9th February last, subscribing three hundred and fifty thousand dollars to the capital stock of the railway and as stipulated in said by-law, a copy of which is attached to the original hereof:—This payment of interest during the progress of the work shall be made to the Corporation of Quebec, and on the completion of the road the contractor shall pay the amount of two years' interest at four and one-half per cent. per annum upon the said subscription to the company, who are bound by said by-law to pay such interest during two years from the completion of the road.

Clause 42nd. 2nd. As the company are giving to the contractor all the subsidies, mortgages and other means by which the road is to be built, this contract shall embrace, and the contractor shall be bound to furnish, without extra charge, everything necessary for the entire completion of the railway and its thorough equipment with everything required by a railway for its proper working and maintenance, to the satisfaction and acceptance of A. L. Light, consulting engineer, whether the same be specified in the contract or

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not. It is therefore also distinctly understood that under no circumstances and for no cause, will any claim for extras of any kind be made by the contractor or be entertained by the company, and the contractor shall allow the company to keep in hands out of the subsidies yet to be drawn on the second section, the sum of (\$2,342.50) two thousand three hundred and forty-two dollars and fifty cents, for the execution of certain repairs required to ensure the safety of the first section of the railway as per engineer's estimate attached to the original hereof and marked "Schedule B" and until the date of the taking possession of this section, he shall be bound to do any repairs required for the safe working of the line, except such as may reasonably be done by the section men employed on the road by the company.

Clause 43rd.—3rd. Nothing in this contract shall be interpreted to mean that the unsubscribed stock of the Quebec and Lake St. John Railway Company, which is, or is to be the property of the company, party of the first part, under the terms of their agreement with the said Quebec and Lake St. John Railway Company, is in any way made over to the said contractor.

Clause 44th.—4th. If at any time before the termination of this agreement, the company should desire to transfer this contract to the Quebec and Lake St. John Railway Company, they shall be at liberty to do so, and the contractor shall be bound to accept the said railway company in their lieu and stead, provided the latter undertake to assume the liabilities and obligations imposed upon the company by this contract.

Clause 45th.—5th. The granting of the federal subsidy will be subject to the conditions of an agreement which is to be entered into between the Federal Government and the railway company, which agreements and the conditions it will contain, the contractor binds himself to accept.

Clause 46th.—6th. All progress estimates made up by the company's engineer under this contract shall be so made up on the basis of the prices mentioned in schedule A annexed to the original hereof, which prices shall be considered to be the cash value of the different descriptions of work or materials therein named.

Clause 47th.—7th. The construction of sidings, station-buildings, workshops, and telegraph lines and the furnishing of rolling stock and other appurtenances in compliance with this contract, shall be made at the time and place and in every respect as the company's engineer shall direct, and the whole of the above shall be at the risk of the contractor, until the completion of the contract, when they shall be delivered in perfect order to the company; and until the bonds are negotiated, the consulting engineer shall have the right to direct what portions of the work shall be proceeded with, so as to get the track laid; and in the event of delay in the negotiation of the bonds beyond two years from this date, the consulting engineer shall also decide what delay, if any, may be granted for the entire completion and equipment of the road, but not beyond December, one thousand eight hundred and eighty-seven.

Clause 48th.—8th. Notwithstanding anything to the contrary in this contract, the bonds of the railway company shall be negotiated by the contractor, who, for the purposes thereof, shall have the right to select, at time or times, at which such negotiations shall take place, and shall make all arrangements needed for such sale, subject only to the restriction as to the price of sale vested in the consulting engineer by the terms of this contract, by clause thirty-third.

Clause 49th.—9th. The first payment to the company of the sum of two hundred thousand dollars and interest, as mentioned in clause fifty, shall be

made by a deposit in the Quebec Bank in this city, to the credit of the company in settlement of certain promissory notes of the latter, endorsed by some of its past or present directors and in satisfaction of any other liability any of the directors may have taken in favour of the said bank on behalf of the company.

Clause 50th.—10th. The contractor doth, by these presents, sell to the company, for and in consideration of a sum of ten dollars, which the contractor acknowledges to have received before the execution of these presents, the plant and tools enumerated in schedule D annexed to the original hereof, and which he engages to deliver to the company on the line of the said railway, on or before the first of December next, and the company promises to lease the same to him, the contractor, for use on the road and for the purpose of this contract and during its continuance, in consideration of an annual rent of one dollar, and further, to resell the whole of said plant and tools to the contractor for a like sum of ten dollars at the entire completion and execution of this contract.

Clause 51st. 11th. In the event of all the bonds referred to in this contract being negotiated and the proceeds placed in the hands of the trustees, then the contractor shall (after the several instalments of the sum of four hundred and fifty thousand dollars and interest have been paid in full) be paid for each section of ten miles completed and accepted by the engineers the proportion of the said proceeds to which that mileage would entitle him, deducting all amounts previously advanced thereon, on progress estimates, and also deducting a proportion of the value of rolling stock, stations, workshops, water-service and other uncompleted work, to be established by the company's engineer, and also, less a draw back of five per cent. upon the amount of the proceeds, which will be retained in the hands of the trustees until the completion of the contract.

THUS DONE and executed at Quebec, office of the company, party of the first part, under the number six thousand five hundred and sixty-three of the records of Cy. Tessier, the undersigned notary.

• IN WITNESS WHEREOF the said parties have signed with the said notary, after the reading done.

W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
Cy. TESSIER, N. P.

A TRUE COPY of the original remaining of record in my office.

Cy. TESSIER, N. P.

SUPPLEMENTARY.

CONDITIONS OF CONTRACT.

1. The specifications, bill of works, schedule of prices, and all other documents annexed to the original of this contract and the several parts and clauses of this present deed shall be taken together, to explain such other and to make the whole consistent, and should any work, material, or thing of any description whatsoever be omitted from the bill of works, schedules of prices, specifications or contract, which in the opinion of the engineer is necessary or

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expedient to be executed, the contractor shall, notwithstanding said omission, upon receiving written directions from the engineer, perform the same.

2. The progress measurement and 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 the contract and specifications and to the satisfaction of the engineer.

3. 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 foreman shall be regularly and constantly present on the works, for the purpose of effectually overseeing the same, but the instructions of the engineer shall be given to the contractor, his superintendent or engineer.

4. The contractor is bound by the general conditions of the specifications to provide all proper tools and plant, including engines and rolling stock, necessary 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 temporary work 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,

5. 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 intersections 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.

6. The contractor shall be responsible for all damages to land owners or others arising from loss of crops, 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, any 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 the company of and from any claims, losses or damages in respect thereof, and he, the contractor, will, at his own expense, make such temporary provisions as may be necessary for the protection of persons or of lands, buildings or other property, or for the uninterrupted enjoyment of all rights of persons or corporations in and during the performance of the works.

7. The contractor shall not permit, allow or encourage the sale of any spirituous liquors on or near the line of the railway,

8. 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, except when unavoidably required.

9. 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.

10. Should the contractor become insolvent or bankrupt or so embarrassed in circumstances as to be unable, in the opinion of the company, properly to proceed under the contract, the company shall be at liberty to cancel the contract.

11th. Should the contractor pursue any course violating any of the provisions of the contract, or the evident import of the same, the company shall have power to cancel the contract, on the advice of the consulting engineer.

12. Should it become necessary under clause 21st by advice of the consulting engineer to cancel the contract, the company shall give the contractor seven days' clear notice in writing of their intention, such notice being signed by the secretary of the company, and the contractor shall, thereupon, give up quiet and peaceable possession of the works, as they then exist, as well as material or plant which he may have been furnishing or using, and without any other or further notice or process or suit at law or other legal proceedings of any kind whatever. The company, in the event of their cancelling the contract, may forthwith, or at their direction, 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 as may be deemed best in the event of the contract being cancelled through any neglect or fault of the contractor, the work shall be completed by the company at his expense, and he 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 company, or the new contractor, from entering upon and completing the said work as the company may deem expedient.

13. Any notice or other matter under or connected with the contract may be served on the contractor either at his usual domicile or at an address to be mentioned in the contract, or attached to the signature of the contractor thereto, or at his last known place of business, by being mailed at or to any post office in Canada in the vicinity of the work, and shall be deemed to be thereby legally served.

14. If at any time it shall appear to the engineer that the security of the neighbourhood is likely to be disturbed, or any other difficulty likely to arise by reason of the men being left unpaid, the company may pay any arrears of wages, so far as they may ascertain the same as a payment on account of the contract.

15. The contractor shall perform and execute all works required to be performed under the contract in a good, faithful, substantial and workman-like manner, and in strict accordance with the plans and specifications thereof, and with such instructions and additional plans as may be from time to time given by the engineer; and shall be under the direction and constant supervision of such assistant engineers and inspectors as may be appointed. All the works are to be executed and material supplied to the engineer's entire satisfaction.

16. Should any differences arise between the company's engineer and the contractor as to the meaning of the specifications, conditions or plans, or contract, or as to anything arising out of any of them, or done, or omitted to be done, under any of them, or as to any rights of any of the parties under any of them, the same is to be decided by the consulting engineer for the time being, who is to be the sole judge thereof, and whose decision thereon is to be final and binding on all the parties, and is not to be subject to any appeal

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or petition or legal adjudication of any kind. The power of the consulting engineer above given extends to all questions as to the meaning of the specifications, conditions, plans or contract or as to points not provided for, or not sufficiently explained in any of them, or as to the quantity or quantities of work or material, or as to the right of the contractor to any moneys. But this enumeration of some of the powers of the consulting engineer is not to be read as having the effect of in any way limiting or contracting the powers conferred upon him by the general language of this clause—and which powers are of such nature and extent as to enable him to investigate and adjudicate upon any and all differences and claims which may hereafter arise out of the said contract.

17. The term "Engineer" made use of in the specifications and contract means "The Engineer in chief of the Company" or some one of his assistants acting under his authority and instructions, and all instructions or directions, judgments or decisions given, or power exercised by any one acting for the engineer in chief or under his authority, will be subject to his approval.

18. Time shall be deemed to be of the essence of this contract.

The above is the document called Supplementary conditions of contract which is annexed to the original of a contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Company Lumbering and Trading Company, executed before Cy. Tessier, Notary, at Quebec, on the 10th of July, 1883.

H. J. BEEMER,
J. G. SCOTT,
W. WITHALL,
CY. TESSIER, N. P.

(*True copy.*)

QUEBEC AND LAKE ST. JOHN RAILWAY.

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials required in making, building and equipping the railway, and comprising clearing, close-cutting, grubbing, fencing, excavation, draining, ditching, foundation works, culverts, budging rails and fastenings, rolling-stock, stations, workshops, sidings, 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.

CLEARING, ETC.

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, or such greater or lesser width as the engineer may direct, and must be entirely completed before grading is begun. Clearing may at first be made only sixty-six feet wide, or as much wider as the embankments may necessitate, and the contractor will be allowed until the completion of his contract to make them the full width of one hundred feet, so that he may thus be able to get the value of the wood on the extra width, in so far only, however, as the company may have the right of property in such wood.

3. 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 cleared must be left in a clean condition, and the contractor will be held responsible for all damage to crops and timber.

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 do 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. Direction 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 ; no grubbing in borrowing pits will be allowed for in progress estimates.

FENCING.

6. The fence shall be strong, well built of steel barb wire. There will be four lines of steel barb wire fastened to posts six inches diameter and seven and one-half feet long, set at least three feet into the ground and twelve feet apart.

7. The farm gates will be strong, of an approved design, and made according to direction.

8. The fencing to be thoroughly completed through all the cleared lands and wherever it may be directed to be placed by the engineer and before grading is begun.

GRADING.

9. In wood land the grading will be commenced after the clearing, close cutting and grubbing is completed to the satisfaction of the engineer.

10. The width of embankment at sub-grade or formation level will be 15 feet. The width of earth cuttings will not be less than 24 feet unless directed by the engineer. The slopes of earthwork will generally 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 berme of six feet wide 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.

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. In level 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. Ditches will also be taken down below the road-bed in wide cuttings for the purpose of through drainage. These and the off-take ditches must be of such widths and depth as may be

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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 berme of at least six feet between the deposit and the top of the slopes for the off-take ditches and the material removed entirely from ditches in cuttings.

13. On the completion of the line cuttings, side ditches, as provided for in the bill of works for the removal of surface water, shall be formed along each side of bottom of the slopes; in cuttings, 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, other than those referred to in clause 12, and all excavations required for turning, making or changing water courses, and which must be executed, as may from time to time be directed, will be measured up and valued in progress estimates as excavation according to its class; and all other excavations, side ditches and borrowing pits or grading depot grounds, turnouts or branches, and so much of foundation pits for 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 road way, and must be executed and the material deposited in the embankment according to the directions of the engineer, and will be valued at the same rate per yard as the ordinary excavation, according to its class. In foundation pits, where pumping or baling becomes necessary, all the excavations under water level shall be measured and reckoned at three times the price of earth excavation in such progress estimates.

15. Excavation will be classed under two heads, viz.:—Solid rock and earth, and will be valued in progress estimates according to the following definitions: 1st. All stones and boulders measuring more than fifteen cubic feet, and all solid rock, shall be termed solid rock excavation; 2nd. All other excavation of whatever kind, with the exception of off-take ditches and deep ditches in wide cuttings referred to in clause 12, shall be termed earth excavation.

16. The schedule of values for these several classes of excavation shall be taken to include the whole cost of hauling, spreading, trimming slopes, &c., &c., in all cases.

17. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same so that on being trimmed they will stand at the full dimensions specified in clause 10, or at such heights, levels, widths and forms as may be directed by the engineer; the upper surface of the banks to be rounded in order to through the water.

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 six inches lower at the sides than on the centre line. For 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, and from the side ditches, first, and afterwards from borrowing pits, but no materials shall be so supplied without his concurrence, and not until the cuttings and ditches

are completed. 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 sides of the embankment and fence shall remain untouched, the slope in all cases being left and less than $1\frac{1}{2}$ horizontal to 1 perpendicular. Borrowing pits shall be provided by the contractor at his own cost, and no allowance will be made for hauling from borrowing pits into embankment.

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 embankment 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 walls 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 valued twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

21. 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 valued 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, and he must pay for the use of the land for the same.

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 for complaint. The contractor will be held liable for any damages resulting from negligence on his part or that of his 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. Also sign boards similar to those used on the main line. Farm crossings must be made up of earth with large box culverts under them for the passage of water, or they may have to be on bents and stringers and planked. They must be built according to the directions of the engineer, and the timber used must be of a durable kind and approved of him.

24. The contractor shall, before the work is finally accepted, finish up cuttings and embankments, and complete all drainage, 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, &c., in a creditable and workmanlike manner in accordance with the directions and to the satisfaction of the engineer.

25. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible; in

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such cases, the engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

26. The consideration stipulated in the contract must be understood to cover every contingency, the furnishing of all labour, material, power and plant, engines and rolling-stock ; the cost of finishing up cuttings and embankments and drainage channels, the dressing and draining of borrowing pit 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.

TIMBER STRUCTURES.

27. Cattle guards and the superstructure of culverts must be built of good merchantable white pine timber, free from large knots, splits or other defects and sawn to correct dimensions, the ties to be of sawn tamarac.

The structures for the passage of streams will be built of good sound pine timber, character and quality to be approved by the engineer and in accordance with plans and specifications to be furnished from time to time. The engineer may substitute spruce or tamarack, which shall be valued at the prices named for such in the schedule annexed, when making the progress estimate.

Wherever circumstances 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, and with material subject to his approval.

FOUNDATIONS.

28. 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, and must in all cases be sunk to such depths as will prevent the masonry being acted on by the frost, and the material excavated therefrom to be deposited in embankment, unless the engineer direct otherwise.

MASONRY.

29. In order to prevent delay in track-laying, it may be expedient to build temporary structures of timber before masonry is commenced or during its progress. If required, the contractor must do this work according to the engineer's directions. The masonry must be of a substantial and permanent character, and in every respect equal to the best description of masonry in railway works, and equal to that in use on the North Shore Railway.

30. 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.

31. The stone used in all masonry of the line of railway must be of a durable character, large, well proportioned and well adapted for the construction of substantial and permanent structure.

32. Culvert masonry, whether in cement or dry, shall be built of good, sound, large flat bedded stones, laid in horizontal beds. It may be known as 2nd class masonry. 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 six inches, and they must be hammer dressed so as to give good beds with half inch joints. All stones must be laid on their natural beds.

33. Headers shall be built in the wall, from front to back, at least one every five feet in line of wall, and frequently in the rise of wall. The minimum breadth of 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, the vertical joints being dressed back from the face 8 inches, and they must overlap 10 inches.

34. The walls of the box culverts will be finished with stones, the full thickness of wall, and the covers will be 15 inches thick or more according to the span; they must have a bearing of at least 12 inches on each wall, and must be punched on their side bearings and fitted sufficiently close together to entirely prevent the earth from falling through.

35. The bottom of culverts will be paved with stones set on edge, to a moderately even face, packed solid, the interstices being also well packed and grouted. The paving will be from 12 to 16 inches deep.

36. Masonry shall be formed dry or laid in Portland cement mortar as circumstances may determine. In dry masonry special regard must be paid to the stone being massive and well proportioned.

37. Mortar shall be of hydraulic Portland cement.

38. The Portland cement must be fresh ground, of the brand to be approved by the engineer, 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.

39. The Portland cement must be thoroughly incorporated with approved proportions of clean, large grained sharp sand. The general proportions may be one part of cement to two parts of sand, but this may be varied. 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 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.

40. 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.

41. All masonry must be neatly and skilfully pointed, but if done out of season, or from any other cause it may require repointing 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; and the prices set forth in the schedules for all masonry will be taken to include coffer dams, pumping, &c., &c.

42. 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 their layers around the walls, and in this manner the filling must be carried on simultaneously on both sides. The contractor must be extremely careful in forming the embankments around culverts, 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.

Edgar versus Caron.

This is one of the specifications mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumber and Trading Company, executed before Cy. Tessier, notary, at Quebec, on the 10th of July, 1883.

H. J. BEEMER,
W. WITHALL,
J. G. SCOTT,
CY. TESSIER, N. P.,

(*True Copy.*)

CY. TESSIER.

QUEBEC AND LAKE SAINT JOHN RAILWAY.

GENERAL SPECIFICATION FOR TRACK-LAYING, BALLASTING, RAILS, BUILDINGS AND EQUIPMENT.

This work will be done directly under the orders of the company's track master.

1st. The work of track-laying and ballasting will embrace all engines, cars and plant, and all labour and tools required for loading, unloading and distributing rails, joint-fastenings, spikes, joints and crossings, and sleepers or cross-ties; laying, lifting, centering, lining and surfacing the track; also for making roads to ballast pits, and laying all service tracks; for getting, loading, hauling and unloading the ballast, placing the same on the road-bed and trimming it up.

TRACK-LAYING.

2nd. The rails shall be laid to a gauge of four feet eight and one-half inches clear between the rails, and they shall be well and carefully fastened at the joints; 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 rails shall be elevated. The rails shall be handled with great care, and before being run over by either 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. Upon all curves the rails must be properly bent and fitted to templates of the required curvature. Before being laid on all portions of the work, the rails will be laid, unless otherwise directed by the engineer, broken joints, or the ends of opposite rails shall not rest on the same tie, but one-half the length of the rail, either back or forward. The contractor will be held responsible for any bending, injury to or breakage of the rails until the final acceptance of his work, and the damage, if any, to the rails, will be established by the engineer, and the amount will be deducted from the amount of his contract. The rails, fastenings and the track-laying will be entirely under the control of the engineer.

3rd. The sleepers or cross-ties must be of sound tamarack, hemlock or cedar timber, but not over twenty-five per cent. to be cedar, smoothly hewn, free from all score-hacks, and chopped or sawn square at the ends, eight feet long, flattened on two opposite sides to a uniform thickness of six inches, the flattened surface being not less than six inches on either side, at the small end. They must be placed as nearly as possible at uniform distances apart, of two feet centres, and at right angles to the rails; "joint sleepers"

must have both upper and under surface bearing at their smallest end of at least ten inches.

4th. The contractor shall lay all sidings and put in all joints and crossings, complete, embracing wing and jack rails, head blocks, switch and signal frames, and gearing; and he 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 he will be held responsible for all materials provided him, and give a receipt for the same upon taking delivery. 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, joints and crossings, ties, laying the same on main track and sidings, and centering, lining and surfacing. Track laying will be paid for by the lineal mile, 5,280 feet.

BALLASTING.

5th. The land for ballast pits and approaches thereto, will be furnished by the contractor and be approved by the engineer. In selecting land for the purpose, a preference will always be given to those points where the best materials can be procured, having due regard to the convenience of the contractor. During the working of any pit, should the material be found unfit for ballasting, the engineer shall have power to compel the contractor to close such pit and open others.

6th. The surface of all 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. The track must 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.

7th. 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.

8th. In wet cuttings the engineer shall have power to direct a greater thickness of ballast, should it be deemed necessary.

9th. The contractor 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, and gravelled to a depth of at least ten inches for a distance of 50 feet on both sides of the track.

10th. The track shall be left by the contractor 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 directions and to the approval of the engineer or other officer duly appointed.

11th. The contractor shall be paid in progress estimates 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, hauling, handling, putting the ballast on the road-bed and neatly trimming it off to the proper form.

Edgar versus Caron.

13th. The rails shall be of the best English steel, 60 pounds per yard, or not less than 56 pounds, at the option of the consulting engineer; inspected during and after manufacture and approved by C. P. Sandberg, with flanged fish plates. Specification and brand to be subject to the approval of the consulting engineer, as well as the bolts and spikes required.

14th. All bridges over 60 feet span shall be of iron, and all spans 60 feet and under may be of iron or wood, as the consulting engineer may decide. All bridges shall be equal to those specified for the Canadian Pacific Railway and adapted to carry "Consolidation" engines; spans under 60 feet may rest on second class masonry or pine abutments. Plans, specifications and tests to be subject to the approval of the engineer. Bridges must be painted with fire proof paint, which shall be renewed until completion of road as often as engineer may direct.

15th. A passenger station shall be built at the Quebec terminus, and a freight shed, upon plans and specifications to be furnished by the company's engineer, to cost not less than \$12,000. Four stations to be built, where directed by the engineer, similar to that at St. Raymond, and ten stations to be equal to that at Lake St. Joseph. All stations to be furnished with desks, books, ticket cases and other furniture, ready for work.

16th. Workshops at Quebec.

Repair shops at Lake St. John.

Hand car houses (25).

Ten woodsheds

} To the value of \$50,000.

All to be built on plans to be furnished by the engineer and approved by the consulting engineer. Workshops and repair shops to be furnished with the necessary machinery and tools.

17th. A telegraph line to be built along the whole length of the railway in a solid and substantial manner, with heavy cedar poles and the necessary instruments at all stations. The line to be built in such a manner as to conform to the terms of the company's contract with the Montreal Telegraph Company, who furnish and stretch the wire and plant the poles.

18th. The sidings to the extent of five per cent. of the whole length of the railway to be furnished by the contractor where directed.

19th. A tank at Quebec to hold 40,000 gallons.

One tank at St. Raymond to hold 20,000 gallons.

And 10 tanks between St. Raymond and Lake St. John to hold an average of 15,000 gallons each.

Water tanks to be furnished with the necessary apparatus ready for use, and all tanks to be frost-proof, and to be built in a substantial manner as directed, and subject to the approval of the engineer.

20th. The following rolling-stock will be furnished by the contractor :

10 locomotives, cylinders 17 x 24 ins. of approved pattern and make with the option to the company to take an equal value of "Consolidation" engines, 20 x 24 ins. for all or a pattern. All engines to be of Rhode Island, Baldwin, or some other approved make, to the satisfaction of the consulting engineer.

6 first-class passenger cars.

6 second-class "

1 pay-master's car.

4 baggage, mail and express cars.

73 box-cars.

200 platform cars.

- 3 snow-ploughs, with wings and flanges.
- 25 hand cars.
- 1 wrecking car, with derrick.

All rolling-stock to be new, and of modern pattern, with the latest improvements, and standard axles, springs, couplings, &c., specification to be approved by the engineer before purchase.

The above five pages are one of the specifications mentioned in and annexed to the original of a contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Co., executed before Cy. Tessier, notary, at Quebec, on the 10th July, 1883.

W. WITHALL,
 J. G. SCOTT,
 H. J. BEEMER,
 CY. TESSIER, N.P.

(True Copy.)

CY. TESSIER, N.P.

QUEBEC AND LAKE ST. JOHN RAILWAY.

SCHEDULE A.

QUEBEC, , 188 .

SCHEDULE of value and approximate quantities of work to be done and executed on contract No. 4, extending from Lake Simon to Lake St. John, an assumed distance of 135 miles, also from White House trestle to Quebec, a distance of about 12 miles.

Quantities	Description of Works.	Rate.	Amount.	Total.
ROAD-BED.				
1,740	Acres, clearing and grubbing ..	\$63 00	\$109,620 00	
2,646,000	Cubic yards earth excavation	0 30	793,800 00	
146,000	Cubic yards rock excavation	1 60	233,600 00	
13,300	Cubic yards 1st class masonry	10 00	133,000 00	
9,600	Cubic yards 2nd class masonry	7 00	67,200 00	
385,440	Ties, tamarac, cedar and hemlock	0 25	96,360 00	
21	Miles wire fencing	512 00	10,752 00	
147	Miles wood culverts and cattle guards, per mile	100 00	14,700 00	
				\$1,459,032 00
BRIDGING.				
2,000	Lineal feet of bridge superstructure	40 00		80,000 00
RAILS AND FASTENINGS.				
13,860	Tons steel rails on the work, 94½ tons per mile, 60 lbs. per yard	28 00	\$388,080 00	
735,000	Lbs. spikes	0 03½	25,725 00	
235,000	Lbs. bolts and nuts	0 04	9,400 00	
518	Tons fish plates	28 00	14,529 48	
				437,734 00
TRACK-LAYING.				
147	Miles track-laying	225 00		33,075 00
BALLASTING.				
294,000	Cubic yards ballasting	0 30		88,200 00

Edgar versus Caron.

SCHEDULE of value and approximate quantities of work to be done and executed on contract No. 4, &c.—*Concluded.*

Quantities	Description of Works.	Rate.	Amount.	Total.
TELEGRAPH LINE.				
147	Miles telegraph (Tel. Co. to build).....	50 00		7,350 00
SIDING.				
7	Miles sidings, including rails.....	5,000 00		35,000 00
STATION BUILDINGS.				
1	Station and freight shed at Quebec.....		\$12,000 00	
4	“ “ “ equal to St. Raymond.....		7,200 00	
10	“ “ “ “ St. Joseph.....		7,000 00	
			26,200 00	26,200 00
ROLLING STOCK.				
10	First-class locomotives.....	\$12,000 00	\$120,000 00	
12	Passenger cars (6 first-class and 6 second-class cars and combn).....		48,000 00	
1	Paymaster's car.....		4,500 00	
4	Baggage, mail and express cars.....	2,000 00	8,000 00	
73	Box cars.....	560 00	40,880 00	
200	Platform cars.....	460 00	92,000 00	
3	Snowploughs.....	2,000 00	6,000 00	
25	Hand cars.....	60 00	1,500 00	
1	Wrecking car.....		800 00	
			321,680 00	321,680 00
WATER SERVICE.				
1	Water tank at Quebec, 40,000 gallons.....		\$4,000 00	
1	“ “ St. Raymond, 20,000 gallons.....		2,500 00	
10	“ “ along line, 15,000 gallons.....		20,000 00	
			26,500 00	26,500 00
WORKSHOPS, "C."				
	Workshops at Quebec and tools, repair shop at Lake St. John and tools, hand-car houses and wood sheds.....			50,000 00
ENGINEERING.				
147	Miles location and engineering.....	\$500 00		73,500 00
CONTINGENCIES.				
	To cover right of way, omissions, terminal lands at Lake St. John; station grounds between Lake Simon and Lake St. John, and any other works that may arise from the opening up of the country, (and the consulting engineer to use his judgment as to the distribution of the balance of this sum over the whole work or for reclassification of material if necessary).....			301,728 52
				\$2,940,000 00

NOTE.—It is to be understood that this estimate is made for the purpose of arriving at the value of work done; that the above quantities are only approximate and that any increase thereof or any omissions in the above estimate, shall not in any way affect the obligation of the contractor, to do and finish everything necessary for the entire completion of the railway, nor shall

the above approximate quantities in any way bind the contractor to do more work than the contract and specification provide for.

A. L. LIGHT,
H. J. BEEMER,
W. WITHALL,
J. G. SCOTT,
Cy. TESSIER, N. P.

DIVISION of schedule of value of different descriptions of works to be done, for facility in reference.

Particulars.	Total.	Per mile.
Road-bed and masonry.....	\$1,459,032 00	\$9,925 00
Rails and fastenings.....	437,734 48	2,980 00
Bridging, tracklaying and ballasting.....	201,275 00	1,370 00
Telegraph, sidings, stations, workshops, water-service and engineering.....	218,550 00	1,485 00
Rolling-stock.....	321,680 00	2,190 00
Contingencies.....	301,728 52	2,050 00
	\$2,940,000 00	\$20,000 00

A. L. LIGHT,
W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
Cy. TESSIER, N. P.

(A true copy.)

Cy. TESSIER, N. P.

SCHEDULE A.

SCHEDULES OF values which will be assigned to the following works in the making up of the progress estimates alluded to in the contract to which this is for the purpose only of ascertaining the proportionate value of such works as may be executed by the contractor from time to time.

No. 1. Excavation in foundation, put into embankments, per cubic yd.....	0 40
2. Ditching in cuttings below formation per cubic yd., earth	0 30
“ “ “ “ “ rock	2 50
3. Off-take drains, per cubic yd.....	0 25
4. Public road crossings each, both sides (\$50 each side)....	100 00
5. Second class masonry in Portland cement, per cubic yd..	8 00
6. Canadian cement, per cubic yd.....	7 00
7. Dry retaining walls, per cubic yd.....	3 50
8. Pine timber in beam culvert superstructures, per M.B.M. including workmanship.....	30 00
9. Flatted timber in foundations, per M.B.M., including workmanship.....	15 00

Edgar versus Caron.

10. Planks in foundations, per M.B.M., including workmanship.....	18 00
11. Paving in culverts, per cubic yd., in cement.....	4 00
12. Rip-rap in and around foundations, per cubic yd.....	2 00
13. Rip-rap on slopes, per cubic yd.....	2 00
14. Boulders instead of culverts placed in position, per cubic yd.....	1 00
15. Fine hand laid spruce, brush laid, close 6 inches thick per sq. yard.....	0 20
16. Piles driven, including timber, not less than 10 inches, top end (part driven in ground only to measure), per lineal foot, including timber, part in ground.....	0 25
17. Above ground.....	0 25
18. Squared merchantable pine timber in bridges, trestles, or other structures, including workmanship, per M.B.M., superstructure of truss bridges not included.....	35 00
19. Squared merchantable spruce timber in bridges, trestles, or other structures, including workmanship, per M.B.M.....	25 00
20. Squared merchantable tamarac timber in bridges, trestles, or other structures, including workmanship, per M.B.M.....	30 00
21. Refined wrought iron in structure, including workmanship, per pound.....	0 10
22. Approved cast iron in structures, including workmanship, per pound.....	0 06
23. Hydraulic concrete, per cubic yd.....	9 00
24. Best Portland hydraulic cement delivered on works, per barrel.....	4 00
25. Tamarac ties 8x6x6 at narrowest part of face, per 100...	25 00
26. Hemlock ties 8x6x6 per 100.....	25 00
27. Approved ballast, including lifting, lining, &c., if found on contract, including haul, per cubic yd.....	0
28. Extra haul on earth, gravel, rock, or rip-rap, beyond limits of contract, for every additional mile per cub. yd.	0 02
29. Laying in points and crossings per set, including timber	80 00

This and the three preceding sheets from Schedule A, mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec on the 10th July, 1883, before Cy. Tessier, Notary.

W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
CY. TESSIER, N.P.

(True Copy.)

SCHEDULE B.

ESTIMATE OF WORK REQUIRED TO BE DONE BETWEEN ST. RAYMOND AND JUNCTION.

St. Raymond "Clay Cut" 2,000 yds. at 25c. per yd.....	\$500 00
Lake Sergeant "Clay Horn" 200 yds. at 25c. per yd.....	50 00
" "Clay Rock" 30 yds. at 25c. per yd.....	87 50

No. 1 camp to tank, widening cut and ditches, St. Joseph, at 25c. per yd.....	155 00
Cattle guards at Morrisey (exclusive of timber).....	20 00
Boulder cutting east of swamp, 200 yds. at 25c. per yd....	50 00
Dry rubble masonry at St. Ambroise to protect brook, 260 yds. at \$3 per yd.....	780 00
About 600 feet of log protection at St. Ambroise to protect embankment and public road, say 600 feet at \$1 per foot.....	600 00
One week ballasting with 25 men, 150 days at \$1 per day	150 00
	\$2,342 50

JAS. CADMAN,
A. L. LIGHT.

This is the Schedule B mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec, before Cy. Tessier, Notary, on the 10th July, 1883.

W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
CY. TESSIER, N.P.

(True copy.)

C. TESSIER, N.P.

SCHEDULE C.

QUEBEC, 21st June, 1883.

Memorandum of office expenses, engineering, &c., to be paid by Mr. H. J. Beemer, during the term of his contract.

Secretary and Manager, per annum.....	\$2,500
Chief Engineer.....	2,000
Consulting Engineer.....	2,000
Draughtsman.....	1,400
Accountant.....	1,800
Clerk.....	600
Solicitors.....	300
Office rent, fuel, stationery and expenses.....	1,000
	\$11,000

This is the Schedule C, mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec on the 10th July, 1883, before Cy. Tessier, notary.

W. WITHALL,
H. J. BEEMER,
J. G. SCOTT,
CY. TESSIER, N. P.

(True Copy.)

CY. TESSIER, N.P.

Edgar versus Caron.

SCHEDULE D.

Schedule of plant to be delivered by Mr. H. J. Beemer, upon the Quebec & Lake St. John Railway, as provided in this contract.

- 4 steam shovels and 3 steam boilers.
- 2 derricks with winches rigging (or more if required).
- 500 shovels.
- 200 picks.
- 20 horses. (20)
- 20 carts. (20)
- 40 dump cars.
- 5 lorries.
- 3 steam derricks and fittings (if work permits).
- 2 steam pumps.
- 10 construction ploughs.
- 20 scrapers.
- 100 wheel barrows.
- 10 frogs and switches for temporary track.

Contractor to make up to a value of \$25,000 by adding axes, mattocks, blasting apparatus and other plant. It being also understood that it shall be permissible to him to vary the respective quantities of the foregoing articles and to substitute others to them as occasion may require, but without diminishing the total value.

o This is Schedule D, mentioned in and annexed to the original of a contract between H. J. Beemer, Esq, and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec, before Cy. Tessier, notary, on the 10th July, 1883.

W. WITHALL,
H. J. BEEMER,
J. G. SCOTT,
Cy. TESSIER,

(True Copy.)

CY. TESSIER, N. P.

Exhibit "JS" 3, for the Crown ; filed 22nd September, 1892.

G. F. HAMEL,
Clerk, R. C.

STATEMENT OF MONEYS RECEIVED FROM THE DOMINION GOVERNMENT IN AID OF THE
QUEBEC AND LAKE ST. JOHN RAILWAY.

1883.		\$. cts.	1883.		
Nov. 17th, Received.....		32,000.00	Nov. 17th, Paid Minister of Customs		
			duty on rails.....		87,644.45
			Paid H. J. Beemer ...		24,355.55
1885.			1885.		
May 6th, "		37,027.00	May 15th, Paid Ross & Co.....		37,027.00
Sept. 23rd, "		38,373.00	Sept. 23rd, " "		38,373.00
Nov. 20th, "		27,840.00	Nov. 20th, " "		27,840.00
1886.			1886.		
Jan. 21st, "		24,532.00	Jan. 21st, " "		24,532.00
Feb. 23rd, "		96,000.00	Feb. 23rd, " "		96,000.00
July 24th, "		6,000.00	July 24th, " "		6,000.00
Oct. 11th, "		83,688.00	Oct. 11th, " "		83,688.00
Dec. 24th, "		48,747.00	Dec. 24th, " "		48,747.00
" 14th, "		3,310.00	" 14th, " "		3,310.00
1887.			1887.		
Feb. 15th, "		60,474.00	Feb. 15th, " "		60,474.00
Sept. 13th, "		103,479.00	Sept. 13th, " "		103,479.00
Oct. 24th, "		85,814.00	Oct. 24th, " "		85,814.00
1888.			1888.		
April 10th, "		42,720.00	April 10th, " "		42,720.00
1889.			1889.		
March 1st, "		19,911.00	March 1st, " "		19,911.00
Oct. 26th, "		38,440.00	Oct. 26th, " "		38,440.00
1891.			1891.		
Jan. 16th, "		20,800.00	Jan. 16th, " "		20,800.00
Feb. 16th, "		15,150.00	Feb. 16th, " "		15,150.00
" 20th, "		1,400.00	" 20th, " "		1,400.00
" 20th, "		26,300.00	" 20th, " "		26,300.00
April 30th, "		6,700.00	April 30th, " "		6,700.00
Oct. 21st, "		9,600.00	Oct. 21st, " "		9,600.00
Nov. 16th, "		4,522.73	Nov. 16th, " "		4,522.73
1892.			1892.		
Jan. 30th, "		12,100.00	Jan. 30th, " "		12,100.00
		<u>884,927.73</u>			<u>884,927.73</u>

QUEBEC, 20th September, 1892.

Exhibit "JS." 4, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

On this day, the seventh of January, one thousand eight hundred and eighty-eight, before Cy. Tessier, the undersigned notary public for the province of Quebec, Dominion of Canada, residing in the city of Quebec, personally came and appeared :

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in the city of Quebec, represented in this deed by Simon Peters, of the said city

Edgar versus Caron.

of Quebec, Esquire, contractor and builder, Vice-President, and James Guthrie Scott, of the same place, Esquire, Secretary of the said company, hereunto present and specially authorized for all and every the purposes of this deed by a resolution of this day herein called "The Company," of the first part.

And Horace Jansen Beemer, of the city of Montreal, Esquire; contractor, herein called "The Contractor" who hereby for the purposes hereof makes election of domicile irrevocably at the city of Quebec, of the second part.

Which said parties have declared, covenanted and agreed as follows, that is to say:—

Clause 1st.—The said contractor doth by these presents bind and oblige himself to and in favour of the said company for and in consideration of the covenants, conditions and agreements hereinafter mentioned. Substance of this contract.

1st. To find and furnish all necessary right of way, station grounds, tools, plants, implements and materials whatsoever, and to locate, construct, build, complete, equip and finish in every respect to the satisfaction of the company and of its engineers the following branches or extensions of the Quebec and Lake St. John Railway, viz :

First. The eastern extension of the main line from Pointe-aux-Trembles junction to Chicoutimi (and to St. Alphonse if the subsidies are extended that far) a distance of about sixty-four miles. Eastern extension.

Second. A branch line from some point on the main line, to be selected by the company, to La Tuque on the River St. Maurice, about thirty miles. La Tuque branch.

Third. A branch line from St. Gabriel Station to the "Rivière aux Pins" settlement, about ten miles. St. Gabriel branch.

Fourth. The western extension of the line from the point to which the contractor is now building the main line, at the one hundred and eighty-fourth mile from Quebec, near Roberval to St. Prime, about twelve miles. Western extension.

Together with telegraph lines, fences, station buildings and furniture, work shops, rolling stock and all other appurtenances as more fully detailed in the specification annexed. Rolling stock &c.

2nd. To build, equip and furnish in every respect, to the satisfaction of the company, two passenger and freight steamers of plan and dimensions to be approved by the company, the one to carry not less than three hundred and the other not less than two hundred passengers, and to place the former on Lake St. John, and the latter on the River St. Maurice, to navigate between La Tuque and the Piles; and to build the necessary wharves and lighthouses on Lake St. John, and wharves and beacons and buoys on the River St. Maurice as directed by the company's engineer to render the navigation safe. 2 steamers.

The whole in the most substantial and workmanlike manner and upon the terms and conditions of this present contract and in accordance with the supplementary conditions of contract and the two specifications which are annexed to the original hereof—and signed by the parties and by the said notary *ne varietur*; and which document as well as the schedule of values which is also Reference to schedules.

annexed and signed as above, shall be considered as making one with this deed and shall be taken as together forming the contract.

Clause 2nd.—Now these presents and I the said notary are witness that this contract and undertaking is entered into by the said parties under the following express terms and conditions, viz. :—

Direction and approval of the work.

Clause 3rd.—All the work to be done and the materials to be furnished under this contract shall be done under the direction of the company's engineer, and subject to the approval of the consulting engineer.

Eastern extension to be built equal to main-line.

Clause 4th.—The Chicoutimi or eastern extension to be built in every respect equal to the main line with steel rails (Sandberg inspection) (56) fifty-six pounds per yard ; all bridges over sixty feet span to be of steel or iron, strong enough for consolidation engines, resting on first class masonry piers and abutments ; wooden box or wooden beam culverts to be used where embankments do not exceed twelve feet in height, and wooden trestle or pile bridges in places where similar works are used on the main line, between Lake Simon and Lake St. John ; culverts to be of second class masonry when embankments exceed twelve feet in height ; no grade to exceed those on the main line between St. Raymond and Lake St. John, and no curve to exceed eight degrees ; and the gradients and curvature to be the best the nature of the country will permit of building at a reasonable cost, of which the consulting engineer shall be the judge, all the other branches, including the western extension from Pointe-aux-Trembles, shall be built with fifty-six pound steel rails as above, but may have bridges with wooden superstructure for any width of river, the abutments to be of timber crib-work where the width of crossing is not over one hundred feet ; above that, masonry must be used, and grades and curvatures such as the nature of the country will permit of building at a moderate cost ; no grade to exceed one hundred and thirty-two feet per mile and no curve to exceed eight degrees, except at junctions or stations or on La Tuque and St. Gabriel branches, where curves of ten degrees may be made ; the road-bed shall in all cases be built sufficiently high to avoid obstruction of trains by snow.

Branches.

Plans for location, bridges, stations, &c., &c., to be approved.

Clause 5th. Every plan or profile of location, including gradients and curvatures, and the plans of all bridges, culverts, stations, workshops, fencing and all other structures shall be subject to the approval of the company and of the consulting engineer and of the board of directors, which approval shall be certified on the said plans by the president, secretary and engineers of the company before work thereon shall be commenced.

Conditions of the Saguenay and Lake St. John Railway Company.

Clause 6th. The contractor undertakes to carry out all the conditions of the following resolutions of the Saguenay and Lake St. John Railway Company, dated 28th July, 1889, having reference to the eastern extension namely :—

“That the said company consents that the Dominion Government transfer and pay to the Quebec and Lake St. John Railway Company, the subsidy granted during the last session to the company for the building of the railway to connect the Quebec and

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Lake St. John Railway with Chicoutimi and St. Alphonse, on the following conditions, to wit—;

1st. On condition that the said Quebec and Lake St. John Railway Company pay without delay to the directors of this company the outlay incurred by them up to this date, the same being estimated at six thousand dollars, without obligation to furnish a detailed account.

2nd. On condition that the line to be constructed shall follow as far as possible the tracing made by the engineer of this company, as far as Chicoutimi and St. Alphonse, locating the Chicoutimi station at the Government wharf or opposite the same at a distance not to exceed twenty arpents ;

3rd. Conditioned that the workshops of the branch shall be located in the town of Chicoutimi or close to its limits, and that its general repairing work shall be done there ;

4th. Conditioned that that part of the road extending from the junction to Port Metabetchouan be built before the first January next, and the remainder of the road within the shortest period possible, that is to say, within two years from the date of the acceptance of this resolution ;

5th. Conditioned that the tariff rate for passengers and freight be uniform, per mile, throughout the length of the said line from St. Alphonse and Chicoutimi to Quebec ;

6th. Conditioned that a resident of Chicoutimi, to be designated by the Bishop of Chicoutimi, shall be admitted and remain a director of the principal Company, the Quebec and Lake St. John Railway Company, and that another person, a resident of the county, to be designated by the Bishop of Chicoutimi, shall also be admitted a member of the board of directors of the Quebec and James Bay Railway Company, the whole to represent the interests of the lower part of the county, and the said representatives shall be ordinary directors of the said companies."

Clause 7th.—The contractor agrees to build, finish and equip a sufficient number of stations necessary for the business of the mileage hereby contracted for, not exceeding twelve in all, and also six water tanks with pumps of the same capacity as those on the main line.

Stations,
water tanks,
&c., &c., &c.

Clause 8th.—The contractor agrees to furnish the following rolling stock for the different branches, as required by the company, and the whole not later than the date fixed for the completion of the contract, viz. :—

Rolling stock.

	For Chicoutimi.	For La Tuque.	For St. Gabriel.	For Extension.	Total.
Locomotives (Consolidation, Mogul or 18 and 24 passengers as specified by company's engineer).....	6	2	1	—	9
Passenger cars, 1st class.....	2	—	—	—	2
do 2nd class.....	1	—	—	1	2
do sleepers.....	1	—	—	—	1
do 1st and 2nd class combined.....	—	1	1	—	2
Box cars.....	34	4	—	2	40
Cattle cars.....	8	—	—	2	10
Baggage, mail and express cars.....	2	1	—	—	3
Conductors' vans.....	1	1	—	—	2
Platform cars.....	70	40	10	10	130
Snow ploughs (wing and flanges combined).....	2	1	—	—	3
do (flanges).....	1	1	—	—	2
Hand cars.....	12	5	2	1	20

In addition to the above, contractors will place on the road and deliver before the final completion of this contract, one first class passenger car, twenty-three box cars, and eighty flat cars.

Remuneration to Directors, office expenses &c., &c.

Clause 9th.—The contractor agrees to pay from and since the 10th of July, eighteen hundred and eighty-three, to each of the directors of the company a sum of (\$5) five dollars for each and every sitting of their board at which such director has been and will be present; besides which, he will pay to the company, in and by equal monthly instalments, an annual sum of six thousand dollars as per schedule C annexed, until the completion of this contract, and as long as the whole undertaking is not finally accepted by the company's engineer, to defray salaries of engineers and staff, secretary and office staff and expenses; this clause, in so far as it concerns such items of the schedule last referred to as are covered by a similar clause in the contract of the 10th of July, eighteen hundred and eighty-three, shall only take effect when the payments under such similar clause shall have ceased.

Possession of each section to the Co. as soon as completed with accessories. 31st Dec., 1889 date for completion of all lines.

Clause 10th.—The contractors shall give to the company possession of each branch or section of the roads to be built in virtue of this contract, as soon as completed, and he shall, not later than the 31st of December, (1889) eighteen hundred and eighty-nine, put the company into the exclusive possession of the whole of said roads or branches, with equipment, rolling-stock, steamers, beacons, buoys, and everything connected therewith, as already described.

Bush fires.

Clause 11th.—It is hereby expressly understood that the contractor must be extremely careful and take all necessary precautions to avoid fires in the bush, the timber being one of the main resources of the railway, and the clearing and burning rendered necessary for the purposes of this contract shall be done as much as possible during the winter season; and the contractor shall alone be responsible for any damage caused by any of his operations connected with the building of said railway.

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Clause 12th.—Should any disagreement or dispute arise between the contractor and the company, or its engineers, the matter will be referred to the consulting engineer, whose decision will be final.

Disagreements, &c., referred to consulting engineer.

Clause 13th.—A. L. Light, Esq., is hereby appointed by the parties hereto, consulting engineer for the purposes of this contract, and should he die, or leave the position, or be unable or unwilling to act, his successor shall be mutually agreed upon by the parties, and in case the latter cannot agree on the choice to be made, the appointment shall be made by Mr. Walter Shanly, or some engineer of equal standing to be selected by the Minister of Railways for the Dominion of Canada.

Nomination of A. L. Light, as consulting engineer and of his successor.

Clause 14th.—As the company are giving to the contractor all the subsidies, mortgages and other means by which the road is to be built, this contract shall embrace and the contractor shall be bound to furnish, without extra charge, everything necessary for the entire completion of the railway hereby contracted for and its thorough equipment, with everything required by a railway for its proper working and maintenance, to the satisfaction and acceptance of the engineers, whether the same be specified in this contract or not.

What this contract will embrace.

Clause 15th. The granting of the Federal subsidy will be subject to the conditions of an agreement, which is to be entered into between the Federal Government and the company, which agreement and the conditions it will contain, the contractor binds himself to accept as well as the terms and conditions that may be attached to any other Government or Municipal subsidy or bonus.

Agreements, terms and conditions re Federal and other subsidies.

Clause 16th. All progress estimates made up by the company's engineer under this contract, shall be so made up on the basis of the prices mentioned in schedule "A" annexed to the original hereof, which prices shall be considered to be the cash value of the different descriptions of work or materials therein named.

Progress estimates on what basis made up.

Clause 17th. The construction of sidings, station buildings, workshops and telegraph lines and the furnishing of rolling stock, steamers, fences and other appurtenances in compliance with the contract, shall be made at the time and place and in every respect as the engineers shall direct, and the whole of the above shall be at the risk of the contractor until the completion of the contract, when they shall be delivered in perfect order to the company.

Sidings, stations, shops, steamers, fences, &c. &c., at times and places determined by engineer.

Whole at risk of contractor.

Clause 18th.—Notwithstanding anything to the contrary in this contract the bonds of the company shall be negotiated by the contractor who, for the purposes thereof, shall have the right to select a time or times at which such negotiations shall take place and shall make all arrangements needed by such sale—subject only to the restrictions hereinafter stipulated.

Bonds negotiated by contractor.

Clause 19th.—In consideration of the said contractor undertaking the aforesaid engagements, according to the true intent of the present contract, the company hereby consent to assign, transfer and make over to him, and do undertake to give and procure to him,

Consideration or price of contract.

FIRSTLY,

Clause 20th.—Twenty thousand dollars per mile upon the mileage constructed in virtue of this contract in first mortgage bonds of the

\$20,000 per mile in first

mortgage
bonds of Co.

company, which shall rank equally on both the main line and its branches with those to be issued to the contractor under his contract of the tenth July, eighteen hundred and eighty-three, with the Quebec and Lake St. John Railway Lumbering and Trading Company; the interests on the said bonds to be guaranteed and paid by the Government of the province of Quebec, (at the expense of the contractor, who shall deposit sufficient money with the Provincial Treasurer for that purpose), to the same date as the contractor has agreed to guarantee the interest on the main line bonds, by the terms of the last mentioned contract, also twenty thousand dollars per mile of paid up common stock of the company, on all mileage constructed under the present contract. Such stock to be issued at the rate of two hundred thousand dollars for each ten miles accepted by the Government engineers

Interest guaranteed at contractor's expense.

SECONDLY.

All promised and future subsidies, land grants, bonuses subscriptions.

Help for procuring subsidies.

Extension of time for building road if subsidies, &c., be not granted to 1st January 1892.

Payments to be made upon monthly progress estimates. Cash subsidies and proceeds of land grants or advances thereon reserved for road bed and track laying. Bonds to be given to contractor, to what extent and how. But not over \$8,000 until interest be guaranteed.

Clause 21st.—All the subsidies, land grants, bonuses, or municipal subscriptions now promised or which may be hereafter voted for any of the said branches, the company undertaking to use their best endeavours to have the said subsidies voted and increased. And should the subsidies now applied for, (viz. \$3,200) three thousand two hundred dollars per mile from the Federal Government and ten thousand acres of land per mile from the Provincial Government for sixty-five miles of the Chicoutimi branch, (\$3,200) three thousand two hundred dollars per mile from the Federal Government and 8,000 acres of land per mile from the Provincial Government for thirty miles of the La Tuque branch; and (\$3,200) three thousand two hundred dollars per mile from the Federal Government and a remission of the debt of forty-eight thousand one hundred and seventy-one dollars due to the province of Quebec by the Quebec and Gosford Railway Company, from the Provincial Government for ten miles of the St. Gabriel branch, not be granted an extension of time for the completion of the mileage and not subsidized shall be granted to the contractor, but in no case shall this extension extend beyond the first of January, one thousand eight hundred and ninety-two.

Clause 22nd.—Payment shall be made upon monthly progress estimates made up by the company's engineer, all the cash subsidies and the proceeds of the land subsidies or any advances obtained thereon, shall be reserved for the making of the road-bed and the laying of the track. The bonds, to the extent of a sum not exceeding eight thousand dollars (\$8,000) per mile shall be paid to the contractor for each estimate of work done, on a percentage basis to be established by the company's engineer, based upon the total estimated cost of the road and equipment pro rata with the bonds to be so paid to the contractor. But until the interest upon the bonds be guaranteed by the Government as above, not more than (\$8,000) eight thousand dollars per mile of bonds to be issued.

Clause 23rd.—When the bonds are guaranteed and negotiated, the nett proceeds thereof, after paying the cost of guarantee, shall be deposited with trustees to be mutually agreed upon and shall be

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drawn monthly upon progress estimates on a percentage basis as above stated. Nett produce of sale of bonds deposited with trustees.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 28th March, 1892.

CHICOUTIMI EXTENSION.

Approx. estimate of work to be done according to contract dated 7th January, 1888, between Chamber Junction and Chicoutimi, distance 52½ miles, based on plans and profile and requisition for work as classified in letter sent to Ottawa for approval.

Work between Metabetchouan and Chicoutimi to be done to earn subsidies.....	\$	831,927
To complete contract, Ballasting.....	\$ 24,000	
Fencing	15,000	
Buildings and tanks	21,500	
Wharves and lights, Lake St. John.....	30,000	
80% of Rolling stock in schedule.....	128,640	
80% of extra quantity in clause 8.....	43,334	
80% "Engineering" and office all" say.....	25,000	
Grading station grounds.....	15,000	
	\$	302,484
Total cost.....	\$	1,134,411

The amount of money required to be spent before the subsidies can be earned will be $\frac{7.30}{100}$ of the total cost of the road without allowing for contingencies. The limit of bonds to be issued for 52 miles till the guarantee is effected is \$416,000, portions of which are payable on monthly estimates in proportion that the amount of work done bears the total cost of the 52 miles—and when first part of work is finished, bonds amounting to \$303,680 will be earned.

E. A. HQARE.

Clause 24th.—The laying out and final location of the line of the railways hereby contracted shall be made by competent engineer appointed by the contractor and acting under instructions from the consulting engineer which shall be in conformity with the conditions and specifications of this contract to be entirely subject to his and the company's approval. Laying out and final location of line, how made.

Clause 25th.—It is understood and agreed between the parties that the right to build the branches to Chicoutimi and to La Tuque, shall be acquired from the Quebec and James Bay Railway Company, unless acquired by amendments to the charter as hereinafter provided; that should it be found impossible to obtain such right, a further delay will be accorded the contractor for the completion of those branches, equivalent to the time lost acquiring new legislative authority to rebuild them. Acquiring right of building branches to Chicoutimi and La Tuque. Delay granted if such right be not obtained.

Eastern extension, when to be built and completed.

Clause 26th.—It is agreed that the construction of the eastern extension to Chicoutimi and St. Alphonse shall be proceeded with as required by the aforementioned resolutions of the Saguenay and Lake St. John Railway Company, that is to say, the work shall be commenced at Pointe aux Trembles Junction and completed as far as the Metabetchouan by the 31st of August next, and shall be continued from the Metabetchouan towards Chicoutimi in such a manner as to comply with the said resolutions.

Legislative authority to be obtained for construction of La Tuque and Chicoutimi branches, and also to St. Alphonse and to Rivière aux Pins from St. Gabriel. Also to extend west towards Lake Abittibi &c., &c.

For increasing capital stock of company and for issuing this stock to contractor as paid up stock.

For issuing debenture stock. Until this is obtained bonds of clause 20th not to be issued, and if not obtained contract null and void.

Option of contractor to extend from St. Prime westward.

If approximate mileage be more or less.

If the R. L. Tr. Co., fail to complete road from Pointe aux Trembles, June to the 184th M. fr. g. on the Roberval extension, contractor to build it when notified within 12 months

Clause 27th.—It is understood and agreed that at the next Session of the Provincial Legislature, authority will be asked by the company to build the branches to La Tuque and to Chicoutimi and St. Alphonse, and from St. Gabriel Station to the Rivière aux Pins settlement; also for permission to extend the railway westward towards Lake Abittibi, northward through Roberval and St. Prime, towards the St. James Bay frontier of the province, and eastward towards Hamilton inlet and the Atlantic coast, and to place steamers on Lake St. John, the river St. Maurice, Saguenay and St. Lawrence, and to navigate the same; and also to increase the capital stock of the company to the extent of twenty thousand dollars per mile upon the mileage hereby contracted for and to issue such stock as paid-up stock to the contractor in payment of the work done under this contract, as hereinbefore expressed; and to issue bonds or debentures stock to the extent of twenty thousand dollars per mile upon the mileage hereby contracted for, which bonds or debenture stock will rank equally with the bonds to be issued on the main line, and until such Legislative authority is obtained, the bonds and stock referred to in clause 20 shall not be issued. And if the authority of the Legislature necessary to carry out the present contract be not obtained this contract shall be null and void, without claim for indemnity on either side.

Clause 28th.—It is agreed that the contractor shall have the option, until the thirty-first of December, eighteen hundred and ninety-five, to extend the western extension from St. Prime further westward as subsidies may be obtained to do so, upon the same terms and conditions as above stated.

Clause 29th. It is understood that if the approximate mileage of any of the lines hereby contracted for should be found to be greater or less to reach termini named, the work shall nevertheless be completed to the point named and the payments of bonds, stock and subsidies shall be made to the contractor for the actual mileage built.

Clause 30th. It is understood and agreed between the parties that if the Quebec and Lake St. John Railway Lumbering and Trading Company shall fail to complete that portion of the railway between Pointe aux Trembles junction and the one hundredth and eighty-fourth mile from Quebec on the Roberval or Western extension, a distance of about seven miles, then the said contractor will build, complete and equip the same distance within twelve months from the receipt by him of a notification from the company, calling upon the said contractor to begin the work on the said mileage, in consideration of the bonds, stock and subsidies which may be applicable to the same.

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Clause 31st. The contractor further undertakes to pay the company out of the proceeds of the bonds, when sold, the sum of thirteen thousand dollars (\$13,000) to defray the debts of the company.

Contractor to pay Co. \$13,000 to defray their debts. Contract to be confirmed—if not, to be null.

Clause 32nd. It is understood and agreed that this contract shall be subject to the approval and confirmation of the shareholders and bondholders of the Quebec and Lake St. John Railway Company entitled to vote at general meeting to be held for that purpose or at the annual general meeting of the company. And should such approval or confirmation not then be granted, this contract shall be cancelled without claim for indemnity on either side.

Clause 33rd. Out of the proceeds of sale of the first issue of bonds under this contract, there shall be deposited in the Quebec Bank a sum of two hundred thousand dollars, in payment of any liability to the bank, of the Quebec and Lake St. John Railway Company, for which the directors past or present or the heirs or assigns of any of them are personally liable or such less sum if any as may be due to the bank, provided that such deposit, if made, shall extinguish all obligations of the contractor as secured by him under the 49th clause of the contract of the tenth July, eighteen hundred and eighty-three, between the Quebec and Lake St. John Railway Lumbering and Trading Company and Horace J. Beemer.

Deposit of \$200,000 in Quebec Bank, in payment of liabilities of present or past directors.

Thus done and executed at Quebec, on the day of any year first above written under the number seven thousand three hundred and eighty-five of the records of Cy. Tessier, the undersigned notary. In witness whereof the said parties have signed with the said notary after the reading done.

SIMON PETERS,
Vice-President.

J. G. SCOTT,
Secretary.

H. J. BEEMER,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. One word erased is null and one marginal note good.

CY. TESSIER, N.P.

SUPPLEMENTARY CONDITIONS OF CONTRACT.

1st. The specifications, bill of works, schedules of values and all other documents annexed to the original of this contract and the several parts and clauses of this present deed shall be taken together to explain each other and to make the whole consistent; should any work, material or thing of any description whatsoever be omitted from the bill of works, schedules, specifications or contract, which, in the opinion of the engineers, is necessary or expedient to be executed, the contractor shall, notwithstanding the said omission, upon receiving written directions from the company's engineer, perform the same.

2nd. The progress measurement and progress certificate 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 the contract and specifications and to the satisfaction of the engineers.

3rd. 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 foreman shall be regularly and constantly present on the works, for the purpose of effectually overseeing the same, but the instructions of the engineer shall be given to the contractor, his superintendent or engineer.

4th. The contractor is bound by the general conditions of the specifications to provide all proper tools and plant, including engines and rolling stock necessary 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 temporary work 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 from whatsoever cause they may arise until the completion of the contract.

5th. The contractor shall, subject to the approval of the engineer as to the same, but at his own cost, make all the 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 and settlements are entered upon.

6th. The contractor shall be responsible for all damages to land-owners and others, arising from the loss of crops or injury thereto, respectively sustained from 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 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 the risks or 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, any defects or 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 the company of and from any claims, losses, or damages in respect thereof, and he, the contractor, shall, at his own expense, make such temporary provisions as may be necessary for the protection of persons or of lands, buildings or any other property or for the uninterrupted enjoyment of all rights of persons or corporations in and during the performance of the works.

7th. The contractor shall not permit, allow or encourage the sale of any spirituous liquors on or near the line of railway.

8th. No work whatever shall at any time or place be carried on during the Sunday, and the contractor shall take all the necessary steps for preventing any foreman or agent, or men, from working or employing others on that day, except when unavoidably required.

9th. The contractor shall, by himself, his agents or workmen, faithfully carry on the works until completion, and no sub-contract, assignment or transfer shall in any way be recognized.

10th. Should the contractor become insolvent or bankrupt, or so embarrassed in circumstances as to be unable in the opinion of the company properly to proceed under the contract, the company shall be at liberty to cancel the contract.

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11th. Any notice or other matter under or connected with the contract served on the contractor either at his usual domicile or by being addressed to him at Quebec by mail shall be deemed legally served.

12th. If, at any time, it may appear to the engineer that the security of the work is endangered or the peace of the neighbourhood is likely to be disturbed or any other difficulty likely to arise by the reason of the men being left unpaid, the company may pay any arrears of wages so far as they may ascertain the same as a payment on account of the contract.

13th. The contractor shall perform and execute all work required to be performed under the contract in a good, faithful, substantial and workmanlike manner, and in strict accordance with the plans and specifications thereof, and with such instructions and additional plans as may be from time to time given by the engineer; and shall be under the direction and constant supervision of such assistant engineers and inspectors as may be appointed. All the works are to be executed and materials supplied to the engineer's entire satisfaction.

14th. Should any difference arise between the company's engineer and the contractor as to the meaning of specifications, conditions or plans or contract, as to anything arising out of any of them, or as to any rights of any of the parties under any of them, the same is to be decided by the consulting engineer for the time being, who is to be the sole judge thereof, and whose decision thereon is to be final and binding on all the parties and is not to be subject to any appeal or petition or legal adjudication of any kind. The powers of the consulting engineer above given extend to all questions as to the meaning of the specifications, conditions, plans or contract or as to points not provided for or not sufficiently explained in any of them, or as to the quantity or quality of work or material or as to the right of the contractor to any moneys, stock or bonds. But this enumeration of some of the powers of the consulting engineer is not to be read as having the effect of, in any wise, limiting or contracting the powers conferred upon him by the general language of this clause, and which powers are of such nature and extent as to enable him to investigate and adjudicate upon any and all differences and claims which may hereafter arise out of the said contract.

15th. The term "Engineer" made use of in the specifications and contract, means "The engineer in chief of the company" or some one of his assistants acting under his authority and instructions; and all instructions or directions, judgments or decisions given, or power exercised by any one acting for the engineer in chief, or under his authority, will be subject to his approval.

16th. Time shall be deemed to be of the essence of this contract.

The above is the supplementary conditions of contract mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J. Beemer, executed before Cy. Tessier, notary, at Quebec, on the seventh January, one thousand eight hundred and eighty-eight, to the original of which contract this schedule, called supplementary conditions of contract, prepared by A. L. Light, consulting engineer, undersigned, is remaining annexed.

A. L. LIGHT,
SIMON PETERS, Vice-president,
J. G. SCOTT, Secretary,
H. J. BEEMER,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office.

CY. TESSIER, N. P.

QUEBEC AND LAKE ST. JOHN RAILWAY,

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials in making, building and equipping the railway and comprising clearing, close-cutting, grubbing, fencing, excavation, draining, ditching, foundation works, culverts, bridging, rails and fastenings, rolling stock, stations, workshops, sidings 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.

CLEARING, &c.

2. Where the railway passes through wooded sections, the land must be cleared to the width of fifty feet on each side of the entire line, or such greater or lesser width as the engineer may direct, and must be entirely completed before grading is begun. Clearing may, at first, be made only sixty-six feet wide or as much wider as the embankment may necessitate; and the contractor will be allowed until the completion of his contract to make them the full width of one hundred feet, so that he may thus be able to get the value of the wood on the extra width in so far only, however, as the company may have the right of property in such wood.

3. The clearing is to be done so that all the brush, logs and other loose materials 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 adjacent woods, must be dragged out and burned. The land, when cleared, must be left in a clean condition and the contractor will be held responsible for all damage to crops and timber.

4. Where embankments are to form 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 do 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. Direction 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; no grubbing in borrowing pits will be allowed for in progress estimates.

FENCING.

The fence shall be strong and built of steel barbed-wire. There will be four lines of steel barbed-wire fastened to cedar posts 6 inches in diameter and eight feet long, set at least four feet in the ground and ten feet apart. The fence to be covered with a spruce batten or board 6 x 2 inches, which will cover the top of the post.

7. The farm gates will be strong, of an approved design and made according to directions.

8. The fencing to be thoroughly completed through all the cleared lands, and wherever it may be directed to be placed by the engineer.

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9. In wood land, the grading will be commenced after the clearing, close-cutting and grubbing is completed to the satisfaction of the engineer.

10. The width of embankment at sub-grade or formation-level, will be fifteen feet, the width of earth cuttings will not be less than 24 feet, and rock cuttings 20 feet. The slopes of earthwork will generally 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 cutting partly earth and partly rock, a berme 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.

11. The material to be placed in the embankment, 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. In level 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. Ditches will also be taken down below the road-bed in wide cuttings for the purpose of perfect drainage. These and the off-take ditches must be of such widths and depths as 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 berme of at least six feet between the deposit and the top of the slopes for the off-take ditches, and the material removed entirely from ditches in cuttings.

13. On the completion of the line cuttings, side ditches, as provided for in the bill of works, for the removal of surface water, shall be formed along each side of bottom of the slope, in cuttings 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.

14. All open ditches in cuttings or elsewhere, other than those referred to in clause twelvè, and all excavations required for turning, making or changing water sources, and which must be executed as may from time to time be directed, will be measured up and valued in progress estimates as excavation according to its class; and all other excavations, side-ditches and borrowing pits or grading depot grounds, turn-outs or branches, and so much of foundation pits for culverts as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of a roadway and must be executed and the material deposited in the embankment according to the directions of the engineer and will be valued at the same rate per yard as the ordinary excavation, according to its class. In foundation pits where pumping or baling becomes necessary, all the excavations under water level shall be measured and reckoned at three times the prices of earth excavation in progress estimates.

15th. Excavation will be classed under two heads, viz: solid rock and earth, and will be valued in progress estimates according to the following definitions: 1st. All stones and boulders measuring more than fifteen cubic feet, and all solid rock, shall be termed solid rock excavations. 2nd. All other

excavations of whatever kind, with the exception of off-take ditches and deep ditches in wide cuttings, referred to in clause 12, shall be termed earth excavation. A reclassification can be made for builders en masse or hard pan when, in the opinion of the engineer, the work bears too heavily on the contractor and when the price of ordinary earth work does not give fair compensation for work done.

16. The schedule of values for these several classes of excavation shall be taken to include the whole cost of hauling, spreading, trimming slopes, &c., &c., in all cases.

17. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, so that on being trimmed they will stand at full dimensions specified in clause 10, or at such heights, levels, widths and forms as may be directed by the engineer, the upper surfaces of the banks to be rounded so as to throw off the water.

18. The whole of the grading shall be carefully formed to the levels given, and the road-way in cuttings shall invariably be rounded and left six inches lower at the side than on the centre lines. 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, and from the side ditches, first, and afterwards from borrowing pits: but no material shall be so supplied without his concurrence, and not until the cuttings and ditches are completed. 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 sides of the embankment, a berme of at least 4 feet from bottom of slope of embankment and fence shall remain untouched, the slopes in all cases being left not less than $1\frac{1}{2}$ horizontal to one perpendicular. Borrowing pits shall be provided by the contractor at his own cost, and no allowance will be made for hauling from borrowing pits into embankment.

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 embankment 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 case where walls 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 valued twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

21. Rip-rap work whenever required and ordered for the protection of slopes and embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and valued 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,

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must be at his own risk, cost and charges, and he must pay for the use of the land for the same.

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 work in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. The contractor will be held liable for any damages from negligence on his part or that of his 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. Also sign-boards similar to those used on the main line. Farm crossings must be made up of earth with large box culverts under them for the passage of water, or they may have to be on bents and stringers and planked. They must be built according to the directions of the engineer, and the timber used must be of a desirable kind and approved of him.

24. The contractor shall, before the whole work is finally accepted, finish up cuttings and embankments, and complete all drainage, 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, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

25. The measurement of quantities shall invariably be made in excavations, 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.

26. The considerations stipulated in the contract must be understood to cover every contingency, the furnishing of all labour, material, power and plant, engines and rolling stock, the cost of furnishing up cuttings and embankments and drainage channels, 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.

TIMBER STRUCTURES.

27. Cattle guards and the superstructure of culverts must be built of good merchantable white pine or tamarack timber, free from large knots, splits or other defects and sawn to correct dimensions. The ties to be of sawn tamarack or pine.

The structure for the passage of steamers in banks twelve feet high or under will be built of good sound pine, tamarack or cedar timber, character and quality to be approved by the engineer; where the grading is light and where tamarack is scarce, spruce can be used at the direction of the company's engineer for culverts where embankments do not exceed three feet in height. When the size of steamers or other circumstances require the adoption of trestle work or pine bridging, 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 and with material subject to his approval.

FOUNDATIONS.

28. 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, and must in all cases be sunk to such depths as will prevent the structure being acted on by the frost ; and the material excavated therefrom to be deposited in embankments, unless the engineer directs otherwise.

MASONRY.

29. In order to prevent delay in track-laying, it may be expedient to build temporary structures of timber before masonry is commenced or during its progress. If required, the contractor must do this work according to the engineer's directions, masonry culverts or dry drains to be used where embankments exceed twelve feet in height, except where steamers are large and require trestles or truss bridges.

30. 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 plans to enable the work to be proceeded with regularly and systematically.

31. 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.

32. Culvert masonry, whether of cement or dry, shall be built of good, sound, large flat bedded stones laid in horizontal beds. It may be known as second class masonry. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less than six inches, and they must be hammer-dressed so as to give good beds to half inch joints ; all stones must be laid on their natural beds.

33rd. Headers shall be built in the wall, from front to back, at least one every five feet, in line of wall and frequently in the rise of wall. The minimum breadth of bed allowed for stretchers shall be twelve inches. In the large structures all stones must be heavier in proper portion. Every attention must be paid to produce a perfect bond and to give the whole a strong, neat, workmanlike finish, the vertical joints being dressed back from the face eight inches, and they must overlap 10 inches.

34th. The walls of the box culverts will be finished with stones the full thickness of wall and the covers will be fifteen inches thick or more according to the span ; they must have a bearing of at least twelve inches on each wall, and must be punched on their side bearings and fitted sufficiently close together to entirely prevent the earth from falling through.

35th. The bottoms of culverts will be paved with stones set on edge, to a moderately even face, packed solid. The paving will be from two to sixteen inches deep.

36th. Masonry shall be formed dry or laid in Portland cement mortar as circumstances may determine. In dry masonry special regard must be paid to the stone being massive and well proportioned.

37th. Mortar shall be of hydraulic Portland cement.

38th. The Portland cement must be fresh ground, of the brands to be approved by the engineer, and it must be delivered on the ground, and kept, till used, in good order. Before being used, satisfactory proof must be

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afforded the engineer of its hydraulic properties, as no inferior cement will be allowed.

39th. The Portland cement must be thoroughly incorporated with approved proportions of clean, large-grained, sharp sand. The general proportions may be one part of cement to two parts of sand, but this may be varied. 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 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.

40th. 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.

41st. All masonry must be neatly and skilfully pointed, but if done out of season, or if from any other cause it may require repointing 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.

42nd. 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 on simultaneously on both sides. The contractor must be extremely careful in forming the embankments around culverts 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.

The above is one of the specifications mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J. Beemer, before Cy. Tessier, notary, at Quebec, on the 7th of January, eighteen hundred and eighty-eight, to the original of which contract this is remaining annexed.

A. L. LIGHT,
SIMON PETERS,
Vice-President.
J. G. SCOTT,
Secretary.
H. J. BEEMER,
CY. TESSIER, N.P.

A true copy of the original remaining of record in my office.

CY. TESSIER, N.P.

GENERAL SPECIFICATION FOR TRACK LAYING, BALLASTING, RAILS, BUILDINGS AND EQUIPMENT.

This work will be done directly under the orders of the company's track-master.

1st. The work of track laying and ballasting will embrace all engines, cars and plant, and all labour and tools required for loading, unloading and distributing rails, joint fastenings, spikes, points and crossings and sleepers or cross

ties ; laying, lifting, centreing, lining and surfacing the track, also for making road to ballast pits and laying all service tracks ; for getting, loading, handling and unloading the ballast, placing the same on the road-bed and trimming it up.

TRACK LAYING.

2nd. 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, 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 rails shall be elevated. The rails shall be handled with great care, and before being run over by either engines 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. Upon all curves the rails must be properly bent and fitted to templates of the required curvature. Before being laid on all portions of the work the rails will be laid, unless otherwise directed by the engineer, broken joints, the ends of opposite rails shall not rest on the same tie, but one half the length of the rail either back or forward. The contractor will be held responsible for any bending, injury to or breakage of the rails until the final acceptance of his work, and the damage, if any, to the rails will be established by the engineer and the amount will be deducted from the amount of his contract. The rails, fastenings and the track laying will be entirely under the control of the engineer.

3rd. The sleepers or cross-ties must be of sound tamarack, hemlock or cedar timber, but not over twenty-five per cent. to be cedar, 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 six inches, the flatted surface being not less than six inches on either side at the small end. They must be placed as near as possible at uniform distances apart, of two feet centres, and at right angles to the rails. "Joint sleepers" must have both upper and under surface bearing, at their smallest end, of at least 10 inches.

4th. The contractor shall lay all sidings complete, embracing wing and jack-rails, head blocks, switch and signal frames, lamps and gearing, and he 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 he will be held responsible for all materials provided him, and give a receipt for the same upon taking delivery. 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 the lineal mile 5,280 feet.

BALLASTING.

5th. The land for ballast-pits and approaches thereto will be furnished by the contractor and be approved of by the engineer ; in selecting land for the purpose, a preference will always be given to those points where the best materials can be procured, having due regard to the convenience of the contractor. During the working of any pit, should the material be found unfit for ballasting, the engineer shall have power to compel the contractor to close such pit and open others.

6th. 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

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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 three inches. The track must be raised so that there will be an averaged depth of six 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 rails 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.

7th. In wet cuttings or where the foundations are too much affected by frost or water, the engineer shall have power to direct a greater thickness of ballast should it be deemed necessary.

8th. The contractor 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, and gravelled to a depth of at least ten inches for a distance of fifty feet on both sides of the track.

9th. The track shall be left by the contractor 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 directions and to the approval of the engineer or other officer duly appointed.

10th. The contractor shall be paid in progress estimates 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.

11th. The rails shall be of the best English steel, 56 pounds per yard, inspected during and after manufacture, and approved by L. P. Sandberg, with half angle and half plain fish-plates, specification and brand to be subject to the approval of the engineer, as well as the bolts and spikes required.

13th. All bridges over 60 feet span shall be of iron or steel, except on the branches otherwise specified in clause 4th of the contract, and all spans 60 feet and under may be of wood. All bridges shall be adapted to carry "consolidation engines." Spans 60 feet or under may rest on pine or tamarack or cedar abutments. Plans, specifications and tests to be subject to the approval of the engineer. Bridges shall be painted with fire-proof paint, which shall be renewed until completion of road as often as engineer may direct.

14th. A telegraph line to be built along the whole length of the railway in a solid and substantial manner, with heavy cedar poles and with the necessary instruments at all stations. The line to be built in such a manner as to conform to the terms of the company's contract with the Montreal Telegraph Company, who furnish the wire and stretch and plant the poles.

15th. Sidings to the extent of five per cent. of the whole length of the railway to be furnished by the contractor where directed.

The above is one of the specifications mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J.

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16. Square merchantable pine timber in bridges, trestles or other structures, including workmanship, per M.B.M., superstructure of truss bridges not included.....	35 00
17. Squared merchantable spruce timber in bridges, trestles or other structures, including workmanship, per M.B.M	25 00
18. Squared merchantable tamarack timber in bridges, trestles or other structures, including workmanship, per M.B.M	30 00
19. Refined wrought iron structures, including workmanship, per lb.....	0 10
20. Approved cast iron in structures, including workmanship, per lb.....	0 06
21. Hydraulic concrete, per cubic yd.....	9 00
22. Best Portland hydraulic cement, delivered on the works, per barrel.....	4 00
23. Tamarack ties 8x6x6 at narrowest part of face, per 100..	25 00
24. Hemlock ties 8x6x6 per 100.....	25 00
25. Approved ballast, including lifting, lining, &c., if found on contract, including haul, per cubic yd.....	30
26. Extra haul on earth, gravel, rock, or riprap, beyond limits of contract, for every additional mile, per cubic yd.....	0 02
27. Laying in points and crossings, per set, including timber	80 00

And in case this tender shall be accepted, the undersigned hold
 sel 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 28th clause of the contract with regard to the money
 deposited ; 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.

Signatures and residences of securities.

Dated at the day of 188 .

This is the schedule of values mentioned in a certain contract between
 the Quebec and Lake St. John Railway Company and Horace J. Beemer,
 before Cy. Tessier, notary, at Quebec, on the seventh of January, eighteen
 hundred and eighty eight, to the original of which contract this schedule
 in remaining annexed.

A. L. LIGHT, Consulting Engineer.
 SIMON PETERS, Vice President.
 J. G. SCOTT, Secretary.
 H. J. BEEMER,
 Cy. TESSIER, Notary Public.

True Copy.
 Cy. TESSIER, Notary Public.

SCHEDULE C.

QUEBEC.

Memorandum of office expenses, engineering, &c., to be paid by Mr. H. J. Beemer, during the term of his contract:—

Secretary	\$1,500
Chief Engineer.....	1,000
Consulting Engineer.....	1,000
Proportion of, say, $\frac{1}{3}$ of Clerk's salary.....	600
Proportion of Attorney, say.....	100
Proportion of office rent, stationery, say.....	300
Shorthand copyist.....	500
Draughtsmen	1,000
	<u>\$6,000</u>

This is the schedule "C," mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esquire, and the Quebec and Lake St. John Railway Company, executed at Quebec on the 7th January, 1888, before Cy. Tessier, Notary.

A. L. LIGHT, Consulting Engineer.
SIMON PETERS, Vice President.
J. G. SCOTT, Secretary.
H. J. BEEMER.
CY. TESSIER, N. P.

True Copy,
CY. TESSIER, N. P.

SCHEDULE A.

VALUE and approximate quantities of work to be done and executed on contract extending from Pointe aux Trembles Junction to Chicoutimi and St. Alphonse, an assumed distance of 64 miles, with sidings not extending five (5) miles.

Quantities.	Description.	Rate.		Amount.		Total.	
		\$	cts.	\$	cts.	\$	cts.
630	Acres, clearing and grubbing.....	63	00	39,690	00		
1,170,000	Cub. earth ex.....	0	30	351,000	00		
60,000	" rock.....	1	60	96,000	00		
6,000	" 1st class masonry.....	10	00	60,000	00		
7,000	" 2nd ".....	7	00	49,000	00		
192,000	Ties, tamarack, cedar and hemlock.....	0	25	48,000	00		
64	Miles wire fence.....	896	00	57,344	00		
64	" wood culverts and cattle guards.....	250	00	16,000	00		
1,000	Lin. ft. steel bridges.....	70	00	70,000	00		
600	" wood.....	25	00	15,000	00		
700	Farm crossings.....	20	00	14,000	00		
	<i>Rails and Fastenings.</i>						816,034 00
6,072	Tons steel rails (including sidings).....	28	00	170,016	00		
414,000	Lbs. spikes.....		03 $\frac{1}{2}$	14,490	00		
154,560	" bolts and nuts.....		04	6,182	40		
345	Tons fish plates.....	28	00	9,660	00		
							200,348 40

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VALUE and approximate quantities of work to be done and executed on contract extending from Pointe aux Trembles Junction to Chicoutimi and St. Alphonse, &c.—*Concluded.*

Quantities.	Description.	Rate.	Amount.	Total.
		\$ cts.	\$ cts.	\$ cts.
	<i>Track-laying.</i>			
69	Miles track-laying	225 00	15,525 00	15,525 00
	<i>Ballasting.</i>			
207,000	Cubic yards ballast	0 30	62,100 00	62,100 00
	<i>Telegraph.</i>			
64	Miles (telegraph company to build)	0 50	3,200 00	3,200 00
	<i>Station Buildings.</i>			
2	Stations	2,500 00	5,000 00	
5	"	1,800 00	9,000 00	14,000 00
	<i>Rolling Stock.</i>			1,111,207 40
6	Locomotives	12,000 00	72,000 00	
2	First class passenger cars	4,500 00	9,000 00	
2	Second class "	3,500 00	7,000 00	
1	Sleeper	6,000 00	6,000 00	
34	Box cars	560 00	19,040 00	
8	Cattle cars	560 00	4,480 00	
2	Baggage, express and mail	2,000 00	4,000 00	
1	Conductor van	600 00	600 00	
70	Flat cars	460 00	32,200 00	
3	Snow ploughs	2,000 00	6,000 00	
12	Hand cars	60 00	720 00	160,800 00
	<i>Tanks for Water Service.</i>			
4	Tanks	2,000 00	8,000 00	
	<i>Work shops, &c., &c.</i>			
	Frame repair shop with tools, wooden engine house, hand car houses and sheds, turntables, &c.			17,000 00
	<i>Engineering.</i>			
64	Miles engineering and location	500 00		32,000 00
1	Steamboat		15,000 00	
	Wharves and lights at Roberval, St. Prime, Mistassini, Peribonca, Rivière à la Pipe Discharge and Metabetchouan		35,000 00	50,000 00
	<i>Contingencies.</i>			
	To cover right of way, terminal lands and other station grounds, omissions and other works and expenses that may arise and which are not entirely covered by schedule, and for reclassification of materials referred to in contract			119,988 00
				1,498,995 00

SCHEDULE of value and approximate quantities of work to be done and executed on contract No....., a branch extending from the Main Line to La Tuque, an assumed distance of 30 miles.

Quantities.	Description of Work.	Rate.		Amount.		Total.
		\$	cts.	\$	cts.	
360	Acres, clearing and grubbing	63	00	22,680	00	
540,000	Cub. yards earth ex.	0	30	162,000	00	
60,000	" " rock ex.	1	60	96,000	00	
1,600	" " 1st class masonry	10	00	16,000	00	
84,000	Ties	0	25	21,000	00	
30	Miles wooden culverts	250	00	7,500	00	
400	L. ft. wooden truss bridges	40	00	16,000	00	
300	" " trestle "	15	00	4,500	00	
	<i>Rails and Fastenings.</i>					345,680 00
2,728	Tons rails 56 lbs. (including siding)	28	00	76,384	00	
180,000	Lbs. spikes	03½		6,300	00	
67,200	" bolts and nuts	0	24	2,688	00	
150	Tons fish plates	28	00	4,200	00	
	<i>Track-laying.</i>					89,572 00
31	Miles track-laying	225	00	6,975	00	6,975 00
	<i>Ballasting.</i>					
90,000	Cub yards ballast	0	30	27,000	00	27,000 00
	<i>Telegraph Line.</i>					
30	Miles tel. line (Tel. Co. to build)	0	50	1,500	00	1,500 00
	<i>Station Buildings, &c.</i>					
3	Stations with sheds and engine house, includes car-shops and machinery			10,000	00	
2	Turntables	1,500	00	3,000	00	
						13,000 00
	<i>Water Service.</i>					
2	Tanks	2,000	00			4,000 00
	<i>Rolling Stock.</i>					
2	Locomotives	12,000	00	24,000	00	
1	1st and 2nd class passenger car	4,500	00	4,500	00	
4	Box cars	560	00	2,240	00	
1	Baggage car	2,000	00	2,000	00	
40	Platform cars	460	00	18,400	00	
5	Hand cars	60	00	300	00	
2	Flanger and plough	2,000	00	4,000	00	
1	Conductor's van	600	00	600	00	
	<i>Engineering.</i>					56,040 00
30	Miles engineering and location	500	00			15,000 00
	Steamboat for St. Maurice			10,000	00	
	Wharves at La Tuque and Piles, beacons and lights and car shop at junction			5,000	00	
						15,000 00
	<i>Contingencies.</i>					
	To cover right of way, terminal lands and other station grounds, omissions and any other work and expenses that may arise and which are not entirely covered by the schedule and for reclassification of material referred to in contract.					50,591 00
						\$624,358 00

Edgar versus Caron.

SCHEDULE of value and approximate quantities of work to be done and executed on contract No. , extending from Roberval to St. Prime, an assumed distance of 12 miles.

Quantities.	Description of Work.	Rate.	Amount.	Total.
		\$ cts.	\$ cts.	\$ cts.
40	Acres clearing and grubbing.....	63 00	2,520 00	
217,000	Cubic yards earth excavation.....	0 30	64,100 00	
8,000	" " rock ".....	1 60	12,800 00	
800	" " 1st class masonry.....	10 00	8,000 00	
40,000	Ties, tamarac, cedar and hemlock.....	0 25	10,000 00	
140	Farm crossings.....	20 00	2,800 00	
12	Miles wire fence.....	896 00	10,752 00	
200	Lineal feet wooden truss bridge.....	40 00	8,000 00	
500	" " " trestles.....	15 00	7,500 00	
12	Miles wooden culverts.....	250 00	3,000 00	
	<i>Rails and Fastenings (Including Sidings.)</i>			129,472 00
1,156	Tons steel rails, 56 lbs.....	28 00	32,368 00	
78,000	Lbs. spikes.....	0 03½	2,730 00	
26,880	Lbs. bolts and nuts.....	0 04	1,075 20	
59	Tons fish plates.....	28 00	1,652 00	
	<i>Track-laying.</i>			37,825 00
12	Miles track-laying.....	225 00	2,700 00	2,700 00
	<i>Ballasting.</i>			
38,000	Cubic yards ballasting.....	0 30	11,400 00	11,400 00
	<i>Telegraph Lines.</i>			
12	Miles telegraph (Tel. Co. to build.).....	50 00	600 00	600 00
	<i>Station Buildings.</i>			
2	Stations and engine sheds, etc.....	10,000 00	10,000 00	
1	Turntable.....	1,500 00	1,500 00	
1	Tank.....	2,000 00	2,000 00	
	<i>Engineering.</i>			13,500 00
12	Miles engineering and location.....	250 00		3,000 00
	<i>Rolling Stock.</i>			
1	Second class car.....	3,500 00	3,500 00	
2	Box cars.....	560 00	1,120 00	
1	Hand car.....	60 00	60 00	
10	Platform cars.....	460 00	4,600 00	
2	Cattle cars.....	500 00	1,120 00	
	<i>Contingencies.</i>			10,400 00
	To cover right of way, terminal lands and other station grounds, omissions, and any other works and expenses that may arise and which are not entirely carried by schedule and for reclassification of materials referred to in contract.....			17,230 00
				\$226,127 00

SCHEDULE of value and approximate quantities of work to be done and executed on Contract No. , a branch from the main line at St. Gabriel Station to the River aux Pins settlement, a distance of ten miles.

Quantities.	Description of Work.	Rate.		Amount.		Total.
		§ cts.	§ cts.	§ cts.	§ cts.	
434	Aeres, clearing and grubbing.....	63 00		2,724 75		
100,000	Cubic yards earth excavation.....	0 30		30,000 00		
3,000	“ rock “.....	1 60		4,800 00		
30,000	Ties.....	0 25		7,500 00		
10	Miles wooden culverts.....	250 00		2,500 00		
10	“ fencing.....	896 00		8,960 00		
300	C. F. pile trestle.....	15 00		4,500 00		
2,000	Cubic yards rip-rap.....	2 00		4,000 00		
						64,984 75
	<i>Rails and Fastenings.</i>					
968	Tons rails 56 lbs.....	28 00		27,104 00		
50	“ fish plates.....	28 00		1,400 00		
70,000	Lbs. spikes.....	0 3½		2,450 00		
22,400	Bolts.....	0 4		896 00		
						31,850 00
	<i>Track-laying.</i>					
10	Miles track-laying.....	225 00		2,250 00		2,250 00
	<i>Ballasting.</i>					
20,000	Cubic yards ballast.....	0 30		6,000 00		6,000 00
	<i>Telegraph Line.</i>					
10	Miles telegraph (Tel. Co. to build).....	50 00		500 00		500 00
50	Farm crossings.....	20 00		1,000 00		1,000 00
	<i>Station Buildings, &c.</i>					
	Stations with sheds, engine house and turntable.....			5,000 00		5,000 00
	<i>Water Service.</i>					
1	Tank.....			2,000 00		2,000 00
	<i>Engineering.</i>					
10	Miles engineering and location survey.....					5,000 00
	<i>Rolling Stock.</i>					
1	Locomotive.....	12,000 00		12,000 00		
2	1st and 2nd class cars.....	4,500 00		9,000 00		
10	Platform cars.....	460 00		4,600 00		
2	Hand cars.....	60 00		120 00		
						25,720 00
	<i>Contingencies.</i>					
	To cover right of way terminal lands, and other station grounds, omissions and any other works and expense that may arise and which are not entirely covered by schedule and for reclassification of materials referred to in contract.....					151,519 75

NOTE.—It is to be understood that this estimate is made for the purpose of arriving at the value of work done, that the above quantities are only approximate, and that any increase thereof or any omissions in the above estimate should not in any way affect the obligation of the contractor to do and furnish everything necessary for the entire completion of the railway, nor shall the above approximate quantities in any way bind the contractor to do more work than the contract and specification provide for.

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DIVISION of Schedule of values of different descriptions of works to be done for facility in reference.

PARTICULARS.	Miles.	Total.	Per mile.
Road-bed and masonry	116	\$1,356,171	\$11,691
Rails and fastenings	116	359,595	3,100
Bridging, track-laying and ballasting	116	133,950	1,155
Telegraph, sidings, stations, workshops, water service and engineering	116	138,300	1,192
Rolling stock	116	252,960	2,181
Contingencies	116	195,024	1,681
		\$2,436,000	\$21,000
Steam-boats, wharves, lights, &c.		65,000	
		\$2,501,000	

NOTE.—In addition to this the contractor agrees to supply one 1st class car, twenty-three box cars, eighty flat cars. See clause 8.

The four schedules preceding and the notes on the other side of this sheet form and are the schedule "A" mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J. Beemer, before C. Tessier, Notary, at Quebec, on the seventh of January, eighteen hundred and eighty-eight, to the original of which contract this schedule "A" is remaining annexed.

A. L. LIGHT,
Consulting Engineer.

SIMON PETERS,
Vice-President.

J. G. SCOTT,
Secretary.

H. J. BEEMER,
CY. TESSIER, *N. P.*

A true copy of the original remaining of record in my office.

CY. TESSIER, *N. P.*

Exhibit "JS" 5, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THE THIRTIETH day of June, in the year one thousand eight hundred and seventy-nine,

BEFORE me, the undersigned public notary, duly commissioned and sworn, and residing at the city of Quebec, in the province of Quebec, personally came and appeared "The Quebec and Lake St. John Railway Lumbering and Trading Company," incorporated under letters patent, of Quebec, Canada, of the first part ;

AND WILLIAM H. STEVENSON, of Buckingham, Ottawa, in the province of Quebec, contractor, and hereinafter called the contractor, of the second part ;

WHICH SAID PARTIES hereby covenant and agree together as follows: that in consideration of the covenants and agreements hereinafter contained, the contractor covenants and agrees with the said company, parties of the first part, as follows:—

1st. In this contract the word “work” or “works” shall, unless the contents require a different meaning, mean the whole of the work, and the materials and things required to be done, furnished and performed by the contractor under this contract. The word engineer shall mean the chief engineer of the company 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 engineer shall be subject to his approval and may be cancelled, altered, modified and changed, as to him may see fit. The engineer will be bound to submit any alterations or changes to the Board of Directors.

2nd. All covenants and agreements herein contained shall be binding on and extend to the executors and administrators of the contractor, and shall extend to and be binding upon the successors of the company, and wherever in that contract “The Company” is referred to, such reference shall include their successors, and wherever the contractor is referred to, such reference shall include his executors and administrators.

3rd. That the contractor will, at his 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 of the works set out or referred to in the general specifications, with the exception of locomotives and cars now in the hands of the company, said specifications hereunto annexed and marked “A,” and set out and referred to in the plans and drawings prepared and to be prepared for the purpose of the work and in accordance with the printed memorandum or explanatory notes herewith annexed, dated 1st of May, 1879, marked “B,” and will execute and fully complete the respective portions of such works and deliver the same completed to the parties of the first part, on or before the first day of December, eighteen hundred and seventy-nine. The said work 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 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.

4th. The aforesaid specification and memorandum and the accepted tender herewith annexed marked “C,” also 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 misstated which is necessary for the proper performance and completion of any part of the work contemplated, the contractor will, at his 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. It is further agreed and understood that in case any alterations are made in the location of the line or road or in the construction of such part thereof which will increase the cost to the said contractor either in grading, bridging or length of line, &c., &c., the said contractor shall be paid

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such additional cost *pro rata* with the schedule attached to the contract marked D, and if there are no prices in the schedule the price shall be fixed by the chief engineer, and in case of any decrease of the cost of construction consequent on any such change of line, a corresponding deduction shall be made by the said contractor as per schedule rates.

5th. 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.

6th. 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 contractor 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 contractor to be paid therefor.

7th. 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 works include not merely the particular kind of work or materials mentioned in the said list or schedule, but also all and every kind of work, labour, tools and plant, materials 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, labour, materials, tools and plant are or are not so included the decision of the engineer shall be final and conclusive.

8th. A competent foreman is to be kept on the ground by the contractor, dividing 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 place; such foreman shall be considered as the lawful representative of the contractor, and shall have full power to carry out all requisitions and instructions of the said engineer.

9th. In case any material or other things, in the opinion of the engineer, not in accordance with the said several parts of their 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 contractor 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 contractor 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.

10th. That if at any time it should appear from the reports of the chief engineer and to the satisfaction of the company that the contractors are not prosecuting the work with sufficient force or diligence to secure its completion by the time above specified, the company will have the right to annul and put an end to the contract, and to take possession of the works without any litigation or legal process, within forty-eight hours after having notified the contractors by notarial protest, served either at the office of the contractor, at Quebec, or deposited in the post office to the address of the said contractor.

11th. The contractor 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 chief engineer for the time being, and if any such loss or damage occur before such final completion, delivery and acceptance, the contractor shall immediately, at his 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.

12th. The contractor shall not have or make any claim or demand, or bring any action or suit or petition against the company for any damage which he may sustain by reason of any delay in the progress of the work arising from the acts of any of the company's agents, and it is agreed that in the event of any such delay, the contractor shall have such further time for the completion of the works as may be considered necessary by the chief engineer for the time being.

13th. The contractor shall not make any assignment of this contract or any such contract for the execution of any of the works hereby contracted for unless consented to on the part of the company, and in any event no such assignment or sub-contract, even though consented to, shall exonerate the contractor from liability under this contract, for the due performance of all the work hereby contracted for.

14th. Time shall be deemed to be of the essence of this contract.

15th. The contractor 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 his part, and shall and will at his own expense make such temporary provisions as may be necessary for the protection of persons or 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.

16th. The contractor 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.

17th. 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 contractor's office or mailed in any post office to the contractor or foreman, addressed to the address mentioned in this contract, or to the contractor's last known place of business.

18th. The contractor binds himself to take all the timber which was made by the company in the year eighteen hundred and seventy-six for culverts and other works at a valuation and to be accepted by the engineer, also to take Hulbert's plant in the possession of John Ross, Esq., at a valuation to be stated by the said John Ross; also to receive country labour in payment for country subscriptions if parties are willing to work (say to the extent of \$7,000) said labour to be accepted if offered at current rates and said labour to be charged monthly as performed; also to load and distribute telegraph poles, to take rails from the steamers if not discharged at any of the wharves named, but not above Allan's wharf, or from the steamers in the river, but not responsible for accidents to batteaux; wharfage to be free, but should the contractor find it more

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advantageous to bring them to the wharf, then he is to pay wharfage, to take what fence boards the company can furnish at six dollars per one thousand feet (\$6.00 per 1,000 feet). Also to return the engines and rolling stock in good working order less reasonable wear and tear.

The company will have the power of dismissing the locomotive drivers for incompetency or misconduct. The company bind themselves to arrange with the Quebec, Montreal, Occidental and Ottawa Railway Company for right of way on their road at the cost of the contractor. And the said company, parties of the first part, in consideration of the premises, hereby covenant with the contractor and in respect of the works hereby contracted for and in the manner set out in the contractor's tender for section one and section two (section 1 and section 2) and hereto annexed together with explanatory notes, the total contract amount for section No. 1 being sixty-two thousand nine hundred and seven dollars and twenty-five cents and the total contract amount for section No. 2 being sixteen thousand eight hundred and seventy-eight dollars and eighty cents. Payments to be made monthly, less ten per cent. off to be retained until completion of contract and, upon completion, all securities to be returned as further explained in the explanatory notes.

And to this contract personally appeared James Worthington, of the city of Montreal, gentlemen, herein represented by his duly authorized attorney, James Isbester, and James Isbester, of the city of Ottawa, contractor, who did and do hereby voluntarily become the sureties of the said contractor, party of the second part, to and in favour of the said company, parties of the first part, for the fulfilment and carrying out of the present contract, and in so doing do bind themselves and each of them jointly and severally one for the other each for the whole that the said contractor 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 contained herein, and further agree that all the rights, privileges and powers which may by virtue of this contract be exercised by or on behalf of the said company or by the engineer or engineers or other persons mentioned, may be so exercised without notice to the said sureties.

DONE AND EXECUTED at the said city of Quebec, on the day and year first above written, and recorded in the office of Charles H. Andrews, the undersigned Notary, under the number two thousand five hundred and fifty-nine, the said appearers having signed these presents, first duly read.

W. WITHALL, President.
JAS. G. SCOTT, Secretary.
WM. H. STEVENSON
JAMES ISBESTER.
JAMES WORTHINGTON
per JAMES ISBESTER.
C. H. ANDREWS, N. P.

A true copy of the original remaining of record in my office.

C. H. ANDREWS, N. P.

It is understood that there is a mistake in the prices for the switches in the tender, viz. ten dollars instead of seventy-five dollars, each making an additional sum of three hundred and ninety dollars.

C. H. ANDREWS, N. P.

EXPLANATORY NOTES.

The works stated in the tender are to be executed for a bulk sum, but the several items forming the aggregate must be moneyed out at a fair and reasonable rate. A schedule of prices will be attached to cover alterations or additional work, should such be required, the prices in the schedule must be fair, and in keeping with those in the tender. The quantities given in the tender are approximate taken from centre levels, and the contractor must satisfy himself as to their correctness, also as to the nature of the material to be moved, as no additional allowance will be made on either of these heads.

The fencing will be of merchantable pine or spruce lumber, properly nailed to 6x6 square pine, cedar or hackmatac posts, 8 feet long, set 4 feet into the ground. The gates and farm crossings will be of same material as the fencing and made similar to those in use on the Q. M. O. & O. Railroad.

The wooden culverts, both open and covered, also cattle guards and small bridges, will be pine timber, similar in pattern to those lately erected on the Three Rivers Loop line.

The culvert masonry will be 2nd class, laid dry, on Q. M. O. & O. Railway pattern and specification.

The Howe truss bridge of 80-foot span, over Little River, of best pine timber, and double refined iron, will be built on the approved plans of same bridge on the Q. M. O. & O. Railway, with the enlarged bolts.

The flume to carry the stream north of St. Catharines road, will be made square and of best pine timber throughout, the planking 3 inches thick, grooved and tongued, and the workmanship generally similar to the flumes in use at Montmorency, at the Messrs. Hall's Mills; the flume set well, its full depth, into the surface of the east side of the cutting, and perfectly water-tight.

The excavations in to two inclines must all be carried into the adjacent embankments, none being thrown to spoil, the cost of getting, hauling, spreading, trimming slopes &c., being covered by the price of excavation stated in the tender.

The alignment at the Lorette incline has been altered from the original location and a straight line, some two miles long inserted instead; this necessitates the diversion of the highway to the west of the present line. The changed road must be made as good as the present road. The length of the actual change will amount to about $\frac{1}{2}$ of a mile.

The excavation will be 18 feet wide at formation level, with side slopes of one and a half horizontal to one vertical.

The embankments will be 15 feet wide at formation level, with side slopes of one and a half horizontal to one vertical.

The balance of the grading, exclusive of the inclines some 9 miles in length, will be generally raised above its present level an average of 18 inches to grades that will afterwards be adjusted by the engineer, giving about 6,500 cubic yards per mile. This quantity does not include the three embankments, at Little River, the Gorge, at the head of the 2nd Incline, and the White House trestle, all of which must be filled up to formation level, with an 80-foot opening in the first, a 4x5 culvert of 2nd class masonry in the Gorge, and 3 spans of 15 feet pile bridge, in the last.

The pile bridge at the White House trestle, composed of 3 pile bents of 12 x 12 pine timber, 4 upright piles and 2 raking shores in each bent. Style of framing and floor system to be similar to the bridge over Bleury River at

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St. Vincent de Paul. The earth slopes running through the end bents, leaving a 15-foot clear opening only for a waterway.

Before the track is laid the surface of grading must be laid perfectly smooth (to avoid bending the light steel rails); a price for this has been inserted in the tender, which the contractor must add in with his own figures.

The rails, fastenings and track-laying will be entirely under the control of the engineer, the contractor finding labour only. The track will be laid by a track foreman appointed by the directors, but paid by the contractors at the rate of \$100 per month, who will take entire control of the work.

The rails, fish plates and fastenings will be delivered at Pointe-a-Carey or Flood's or some other convenient wharf in the neighbourhood, and the contractor must bear all the expense of conveying them to the work. Sleepers will be delivered at their present position on the line, and deficiencies will be delivered at the Palais Wharf.

The switches, crossings, semaphore frames and ladders will be Q. M. O. & O. Ry. pattern, minus lamps not now required.

The ballasting will be put on at the rate of 1,000 cubic yards per mile. It will be taken from approved pits and the contractor will bear all the expense of the temporary tracks required to procure proper material. Great care must be taken not to injure the steel rails; the whole being properly surfaced, lined and evenly trimmed in neat shape.

The contractor must arrange to have the track laid to the Jacques Cartier River by the 1st August, 1879, to convey the materials for the iron bridge to be erected there. Should this be inconvenient, he must haul this material by the above date by teams, or otherwise, and state a price in his tender for the delivery of this 200 tons of material at the bridge site.

In either case, the contractor must arrange to pass regular construction trains daily through his work, for the conveyance of his necessary material for the sections north of Jacques Cartier, by the 1st of September, 1879. He will also state a price per ton in the schedule of prices at which he will deliver such material if required, taken from Quebec and delivered at the south end of Jacques Cartier bridge in good order, price to cover loading and unloading.

Gulletting to the extent of 22,705 yards has been added to the sectional quantities as a bonus, the better to enable the contractor to fulfil his time engagements. Should the railway not be opened to the Jacques Cartier River at the time herein specified, the gulletting will not be allowed and the price deducted from the amount of the contract.

The directors will furnish 3 locomotives in working order, also about 50 flat cars. The contractor must state a price in his tender for putting them on the track of the Quebec, Montreal, Ottawa and Occidental Railway. The cars are on the line of the Gosford Railway, some at Quebec, others at Lorette and Gosford. They must all be hauled to Quebec for renewal; the wheels, axles and some bolts being about the only part now available. They will require to be renewed similar to and as good as when first made, with exception of wear and tear on wheels and axles, springs, brasses, drawbars, and other details renewed. The wood work neatly finished. The timber being pitch pine or tamarack and oak, properly bolted, fastened, painted and lettered, and approved colours. The contractor will state price per car for hauling to Quebec and renewing complete.

The work will be finished on the old alignment—with exception of the change of Lorette already mentioned—and generally to the gradients laid upon

the profile exhibited in the engineer's office in Quebec, subject, of course, to such minor changes as may be recommended by the engineer.

The right is reserved to substitute a barbed wire fence 3 wires high in lieu of the board fence, to consist of 2 pine posts 6" x 6" x 8 feet long and one cap 6"x3" x 16½ feet long in every lineal rod; price per lineal rod to be stated in schedule.

In addition to the above notes, the work otherwise will be executed under the Quebec, Montreal, Ottawa and Occidental Railway general specifications, including circular No. 2. It will in all cases be under the direct charge and control of the chief engineer for the time being, or any person he may depute to act for him, and his orders must be complied with in every respect and under all circumstances. He will furnish from time to time detailed plans and specifications for the several works as they proceed, and it will be his duty to reject or condemn at any stage or condition of the work all workmanship or material which in his opinion may be imperfect or unsuitable and the same must immediately be corrected or replaced to his entire satisfaction. He will also have power to discharge from the work any foreman, mechanic or labourer who may prove to be either incompetent, disrespectful or riotous, and the person so discharged shall not be employed hereafter upon the work.

All questions in dispute between the company and the contractors will be referred to the chief engineer for the time being.

A deposit of 5 per cent. will be required before signing the contract, of which the sum deposited with the tender shall form a part.

Immediately after signing the contract, the work must be so proceeded with as, in the opinion of the engineer, will ensure its final completion by the 1st December, 1879.

The payments will be made monthly upon the estimate of the chief engineer, 10 per cent, being retained as further security for the due performance of the work.

It is possible that a change may be made in the alignment, from some point to the north of Jeune Lorette, thence following the north side of the river St. Charles to Bickel's bridge, and it is hereby understood that the engineer in chief shall be empowered to make such change if considered desirable, and the contractor agrees to execute all work on such changed line if required at the price stated in the schedule attached, which shall govern all deductions or additions, or the directors may call for new tenders, and the contractor shall, in the event of such change, do such work only on the portion of line left in abeyance as the engineer shall order so as to get a communication, as soon as possible, with the more northerly parts of the work. If change of line is decided upon, the contractors to be notified not later than 15th July, 1879. In the event of such change, the company reserve the right of taking 2 locomotives and 30 cars for that portion of the work.

" B. "

QUEBEC, 17th May, 1879.

W. WITHALL, President,

J. G. SCOTT, Secretary.

WM. H. STEVENSON,

JAS. ISBESTER,

JAS. WORTHINGTON,

per JAS. ISBESTER,

C. H. ANDREWS, N.P.

(A true copy.)

C. H. ANDREWS, N.P.

Edgar versus Caron.

FORM OF TENDER.—1ST. SECTION.

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 \$1,000 is complied with. Both sections, 1 and 2, will be let to one bidder.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Little River to White House Trestle.—7.6 Miles.

TENDER FOR WORKS.

The undersigned hereby offers to furnish all necessary plant, material and labour (with the exception of 3 locomotives and 50 flat cars that will be furnished by the company) 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, bridging, track-laying, ballasting and other works required to be done on that portion of the railway, commencing at station

and terminating near the

in length about seven and six-tenths miles, upon the terms and conditions stipulated in the general specification dated the 1st day of May, 1879, with form of contract annexed, all of which documents have been duly read and carefully considered, and the undersigned hereby propose and agree to complete all the work embraced under this contract by the 1st day of December, 1879, for the rates and prices set forth in the schedule, which, when applied to the approximate quantities, amount in the aggregate to the sum of sixty-two thousand nine hundred and seven $\frac{25}{100}$ dollars.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities	Description of Work.	Price.	Amount.
		\$ cts.	\$ cts.
4,864	Lineal rods board fence	0 90	4,377 60
158	Sliding gates	1 00	158 00
79	Farm crossings	10 00	790 00
22,705	Cubic yards earth gulletting	0 15	3,405 75
130,000	" " rock and earth in inclines put into embankments	0 20	26,000 00
30,000	" " borrowing	0 15	4,500 00
43,922	" " grading low embankments	0 15	6,558 30
600	" " culvert masonry, 2nd class	400 00	2,400 00
200	" " paving	2 00	400 00
67	M. B. M. pine timber in culverts and bridge abutments, framed and placed	18 00	1,206 00
2,990	Pounds of iron bolts in culverts and bridge abutments	0 04	119 60
13	Cattle guards, single	44 00	572 00
1,200	Lineal feet of flume, 6 x 6, best pine timber	2 50	3,000 00
80	" " Howe truss bridge	0 25	2,000 00
76	Miles trimming formation at	1 00	760 00
76	Miles permanent track-laying, at per mile	1 75	1,330 00
12,300	Cubic yards of ballasting, per yard	0 20	1,520 00
4	Permanent switches and crossings	10 00	40 00
2,000	Lineal feet of sidings	40 00	80 00
	Renewing 50 flat cars, each, and hauling same to Quebec	55 00	2,750 00
	Putting three locomotives on track of Q. M. O. & O. R'y	40 00	40 00
	Hauling 200 tons of bridge iron and timber to Jacques Cartier River before 1st August next, by rail or road	0 75	150 00
	Of a mile diversion of public road, Lorette incline	640 00	480 00
	Acres, right of way, a new line at Lorette incline	30 00	240 00
	Total		\$62,907 25

In case the proposals herein contained shall be accepted, the undersigned hold themselves ready to execute a contract similar in its provisions to the form of indenture annexed to the general specification, and will comply with the clause of said specification, with regard to deposit of money, 5 per cent, on bulk sum, as therein required; 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 residence of parties tendering.

WM. H. STEVENSON,
Buckingham, Ottawa C.
JAMES ISBESTER,
Ottawa.

Signature and residence of sureties.

JAMES WORTHINGTON,
Montreal.

Dated at Quebec, the 11th day of June, 1879. This is the schedule marked B.

W. WITHALL, President.
J. G. SCOTT, Secretary.
WM. H. STEVENSON,
JAS. ISBESTER,
JAS. WORTHINGTON,
per JAS. ISBESTER,
C. H. ANDREWS, N. P.

(A true copy.)

C. H. ANDREWS, N. P.

FORM OF TENDER—2ND SECTION.

No tender for this section will be received unless on this form, and with the schedule of quantities correctly priced and accurately moneyed out. Both sections, 1 and 2, will be let to one bidder.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY.

South end of White House Trestle to Jacques Cartier River, 4.7 miles.

TENDER FOR WORKS.

The undersigned hereby offers to furnish all necessary plant, material and labour (with the exception of 3 locomotives and 50 flat cars that will be furnished by the company) 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, bridging, track-laying, ballasting and other works required to be done on that portion of the railway commencing at station
and terminating near the

in length about four and seven-tenths miles, upon the terms and conditions stipulated in the general specification dated the 1st day of May, 1879, with form of contract annexed, all of which documents have been duly read and carefully considered; and the undersigned hereby propose and agree to complete all the work embraced under this contract by the 1st day of December, 1879, for the rates and prices set forth in the schedule, which, when applied to the approximate quantities, amount in the aggregate to the sum of sixteen thousand eight hundred and seventy-eight dollars and eighty cents, \$16,878.80.

Edgar versus Caron.

SCHEDULE OF QUANTITIES AND PRICES.

Quantities.	Description of Work.	Prices.	Amount.
		\$ cts.	\$ cts.
3,008	Lineal rods, board fence	0 90	2,707 20
80	Sliding gates	1 00	80 00
40	Farm crossings	10 00	400 00
46,050	Grading, low embankments	0 15	6,907 50
200	Cubic yds. culvert masonry, 2nd class	4 00	800 00
33	M. B. M. pine timber, framed and placed	18 00	594 00
1,490	Pounds iron bolts for timber framed and placed	04	59 60
7	Cattle guards (single)	44 00	308 00
45	Lineal feet, pile bridge	10 00	450 00
47	Miles trimming permanent formation	109 00	470 00
47	“ permanent track-laying	175 00	822 50
4,700	Cub. yds. ballast	20 00	940 00
2	Permanent switches	10 00	20 00
1,000	Lineal feet, sidings	04	40 00
7.6	Temporary tracks constructed, laid and maintained, including repairing culverts and trestles, trimming and levelling formation, lining and surfacing track to a good level	300 00	2,280 00
	Total		\$16,878 80

In case the proposals herein contained shall be accepted, the undersigned hold themselves ready to execute a contract similar in its provisions to the printed form of indenture annexed to the general specification, and will comply with the clause of said specification, with regard to the deposit of money, 5 per cent. on bulk sum, as therein required; 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.

WM. H. STEVENSON,
Buckingham, Ottawa Co.

Actual signatures, occupations and {
residences of parties tendering. }

JAMES WORTHINGTON, Montreal.

Signatures and residences of sureties.

JAMES ISBESTER, Ottawa.

Dated at Quebec, the 11th day of June, 1879.

W. WITHALL, *President.*
JAS. G. SCOTT, *Secretary.*
WM. H. STEVENSON.
JAS. ISBESTER.
JAS. WORTHINGTON,
per JAS. ISBESTER.

(A true copy.)

C. H. ANDREWS, N.P.

QUEBEC AND LAKE ST. JOHN RAILWAY.

SCHEDULE OF PRICES.

Prices at which the following works will be executed if required. They are those at which extra works or additions or deductions from the contract amount shall be made. The prices will be closely scrutinized. They must generally be in keeping with price in tender.

QUANTITIES.	DESCRIPTION OF WORK.	PRICES.
	Clearing and grubbing and burning, per acre.....	\$ 40 00
	Barbed wire fence, 3 wires and cap.....	1 20
	Earth excavation (average lead not to exceed 1,000 feet) put into embankment, including trimming slope, level- ling, &c., at per cubic yard.....	15
	Earth excavation run to spoil, per cubic yard.....	15
	Solid rock excavation put into embankment, per cubic yard, including lead.....	90
	Borrowing earth for embankment (average lead not to ex- ceed 600 feet) per cubic yard.....	15
	Earth excavation in foundations, per cubic yard.....	50
	1st class masonry laid in Portland Cement, Q. M. O. and O. Ry. specification, per cubic yard, including coffer dams and unwatering.....	9 00
	2nd class masonry laid in Portland Cement, Q. M. O & O. Ry. specification, per cubic yard, including coffer dams and unwatering.....	7 00
	2nd class masonry laid dry, Q. M. O. & O. Ry. specification, per cubic yard, including coffer dams and unwatering..	4 00
	Laying track (as per explanatory note) per mile.....	175 00
	Ballasting, including lead if found on the contract, measur- ed in excavation, per cubic yard.....	20
	Ballast for every additional half-mile lead beyond the extent of the contract.....	25
	Spruce sleepers, 8 by 6 by 6 inch face, delivered on line, each	22
	Spruce piles, 16 inches at top and 10 inches at point, actually driven, per lineal foot.....	25
	Distributing telegraph poles, each.....	5
	Square pine timber in abutments, cattle-guards, culverts, &c., framed and placed as per details to be furnished hereafter, per M. feet, board measure.....	18 10
	Iron in abutments, per lb.....	04
	Carrying materials per ton beyond limits of section, per mile.	01
	Laying permanent points and crossings complete, including frog switches and switch frames, as per Q. M. O & O. Ry. pattern—all materials and labour, except steel rails for crossings, found by contractor—each.....	90 00
	Cattle-guards, single, each.....	44 00

WM. H. STEVENSON, *Tenderer.*

QUEBEC, 19th June, 1879.

This is schedule marked D.

W. WITHALL,
President.

JAS. G. SCOTT,
Secretary.

WM. H. STEVENSON.

JAS. ISBESTER,

JAS. WORTHINGTON,

per JAS. ISBESTER.

C. H. ANDREWS, N. P.

(*A true copy.*)

C. H. ANDREWS, N. P.

Edgar versus Caron.

A.

SPECIFICATIONS FOR THE CONSTRUCTION OF THE QUEBEC AND LAKE ST. JOHN RAILWAY.

CLEARING AND GRUBBING.

1. The ground set apart for the railroad and its appurtenances must be chopped and cleared to the boundary of the company's lands. The stumps, bushes and other rubbish which are of no value must either be destroyed by fire or otherwise removed so as not to disfigure or interfere with the work.

2. Trees that are of any value for wood or timber must be neatly trimmed and either chopped or sawed to such lengths as the engineer may direct and piled in some accessible place for future use. Such portions of this timber as in the opinion of the engineer may be suitable for bridges, foundations, cross-ties or other purposes connected with the work, may be used by the contractor free of charge; but the remainder will be retained and preserved for the use of the company.

3. Over all excavations and also under all embankments not exceeding two feet in height the stumps and other perishable matter must be grubbed out and removed entirely from the road-bed slopes and drain. Where embankments exceed two feet in height it will be sufficient to cut the stumps low, but in no case must they be left so high as to come within two feet of the grade line of the road.

GRADUATION

4. The road-bed will be graded for a single track except where depots, stations or sidings occur. In wood land the grading shall not be commenced until clearing, close cutting and grubbing is completed to the satisfaction of the engineers. The contractor will be held responsible for all damages to crops.

5. The road-bed for single track will be not less than 15 feet in width at formation level.

6. The grading will be made of such extra width at stations and sidings as the engineer may direct.

7. All excavations must be made sufficiently wide to allow of ample side drainage.

8. The side slopes of excavations and embankments which are composed of loose material, will generally be one and a half base to one vertical, but they will vary from this, according to height or character or material, at the discretion of the engineer.

9. The materials composing embankments must be entirely imperishable.

10. Whenever the material found in road-bed or side excavations is unsuitable for sustaining the permanent track, such other material shall be substituted as the engineer may direct.

11. Spoil banks and borrowing pits will be so made as not to disfigure or interfere with the permanent roadway and slopes and they must be dressed up in such form and dimensions as the engineer may direct.

12. Highways, road crossings and private roads contiguous to the railroad will be changed, constructed or rebuilt whenever directed by the engineer;

and the work must be so carried on as not to interfere with the rights and privileges of the public or adjoining property owners.

13. Whenever stones are found in rock excavations that are suitable for masonry structures or for slope, retaining or rip-rap walls required upon the work, they may be used for such purposes by the contractor, but when such material is not so required, it will, at the discretion of the engineer, be retained by the company for other purposes and neatly piled up by the contractor as to be accessible from the track.

14. Retaining and protection walls will be constructed and the slopes of embankments will be placed with rip-rap whenever required for the safety of the work.

15. The road must be thoroughly drained in all places so that no water will be allowed to accumulate and stand either in the cuttings or alongside of the embankments; and ample bridges, culverts or sluices must be constructed across the road-way at proper points for the purpose of leading the water away from the railroad to its natural channels.

16. In excavating side drains and borrowing pits, care must be taken to leave a sufficient with proper slopes for sustaining the embankments and also the division fences without endangering their stability or usefulness. The width of this will generally be 4 feet but may be governed by the nature of the material, the height of banks and the depth of side excavations,

17. The side drains at the foot of the upper side slopes in excavations, whatever may be the depth of cut or nature of the material, should never be less than one foot in depth, one foot in width at bottom and four feet in width at top when the road-way is ready for the superstructure; and they should always have sufficient longitudinal inclination to carry off the water with facility. Upon the lower side slopes where the surface drainage is away from the railway and the slopes are of moderate height, these drains may be reduced in size where the cuts are excavated to formation level; these side drains should never be less than one foot in width at bottom and one-half foot in depth below formation level. In cases of very wet material, or where a considerable volume of water is necessarily carried through these drains to a cross opening, they will be increased in dimensions to suit the circumstances.

18. In the event of the earth excavation being proceeded with in the winter, no snow or ice must be placed in embankments or allowed to be covered up in them, and frozen earth must as much as possible be excluded from heart of embankment.

19. The contract price for these several classes of excavations shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than one thousand feet.

20. 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.

21. The whole of the grading shall be carefully formed to the levels given, and the road way in cuttings shall invariably be rounded and left six 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 place as the engineer may direct. In case where

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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 supplied without his express knowledge 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 materials to make up embankments is taken from the side a berme of at least 4 feet from bottom of slope of embankment shall remain untouched.

22. 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.

23. In case where paving 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 excavations as measured in the cutting.

24. Paving or 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.

25. Roads constructed to and from any part 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.

26. 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 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.

27. 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 for.

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 may determine the quantities in embankment, after making all allowances, of which he shall be the judge.

29. The prices stipulated for the several denominations and the price for work in foundation pits under water level, shall be the total prices for excavating 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 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 connect-

ed with the grading of road-bed in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

30. The contractor shall, at his own cost, before the work is finally accepted, finish up cuttings in embankments, dress and drain borrowing pits, when required, dress slopes with proper 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.

FOUNDATIONS.

31. Foundations will be excavated of such size and such depth as the engineer may direct; they will in all cases be sunk to such depths as will prevent the masonry being acted on by the frost. The material therefrom will be deposited in embankment, unless the engineer direct otherwise. Whenever timber or other artificial foundations may be found expedient, pits will be made of sufficient dimensions to admit them without difficulty. When below water they must be kept dry by pumping, baling or extra draining until the excavation is completed, foundations prepared and the masonry or other structure brought above the surface line of the water. Where rock foundations exist for the abutments and piers of bridges and beam or other culverts, the rocky beds will be properly excavated and levelled off for the reception of the masonry.

32. Whenever solid rock is not found, the foundations will consist either of paving, concrete filling or platforms, or timber and plank, as the engineer may direct, the whole to be protected by sheet piling rip-rap, cribwork, or coffer dams when necessary, and executed in a thorough and a substantial manner.

33. Foundation timbers when required will be of such dimensions and of such kinds as the engineer may direct. The timber employed may be tamarack, hemlock, black spruce or pine, in planks from three to six inches or timber flatted on two sides only and ranging from six inches to twelve inches thick, the faces of the flatted timber will at least measure as much as its thickness.

34. All spikes, bolts, straps or iron work found necessary to be used in the timber foundations must be of the best quality of iron usually employed for similar purposes.

35. 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 thinks it necessary, trial piles shall be driven.

36. The piles shall be carefully painted and, if necessary, 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 will be such as he may consider necessary. Care must be taken to drive the piles plumb or battered in such positions or distances apart as may be directed.

37. A pile short, damaged or out of line when driven shall be replaced by another.

38. If concrete is employed, to be composed of Portland hydraulic cement, clean sharp sand, small broken stone or good gravel, the quantities and proportions to be approved. The cement will be the same proportions as in mortar and, in making the concrete, sufficient quantity will be used with the other materials to fill up every interstice and render the mass when set perfectly solid and compact. It will be laid on in layers about six inches thick, each layer thoroughly rammed.

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MASONRY.

39. All masonry must be of substantial and permanent character, made of durable materials and in every respect equal to the best description of masonry in railway work.

40. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined 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.

41. When the foundations are below water they must be kept dry by pumping or baling or extra draining until the masonry is brought above the surface of water.

42. Portland hydraulic cement mortar will be used throughout in the building of all masonry except the smaller box culverts which will generally be laid dry. The cement must be fresh ground of an approved brand, it must be delivered and kept dry and in good order until used. Before being used it must be thoroughly tested as to its hydraulic properties as no inferior cement will be allowed. The cement must be thoroughly incorporated with clean large grained sharp sand. In face work the proportion will be one measure of cement to two measures of sand. Mortar will only be made as required and must be prepared and used under the direction and to the satisfaction of an inspector. Should the contractor's men fail in this, the inspector may employ other men for the purpose and any expense incurred thereby shall be borne by the contractor.

43. Grout shall be formed by adding a proper proportion of water to well tempered mortar, made with one hydraulic cement and two clean sand.

44. The masonry will be classified as follows:—

First class masonry in cement.

Second class masonry in cement.

Third class masonry in cement.

45. First class masonry shall be laid dry in regular courses of large well shaped stone laid in hydraulic 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 at least nine inches. The beds will be perfectly parallel throughout. The work will be left with the quarry face except the outside arises. In breakers, string and coping, which will be chisel dressed.

46. The courses of first class masonry will not be less than twelve inches thick and they will be arranged in preparing plans to suit the nature of the quarries; courses may range to twenty-four inches where the thickness of the wall will admit, and the thinnest courses must invariably be placed towards the top of the work.

47. Headers will be built in every course not farther than six feet apart, they will have a length on 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 where the wall will not admit this proportion, in which case they will pass through from front to back.

48. Protectors will have a minimum length in line of wall of thirty inches and their breadth of bed will be at least one and a half times their height. The vertical joints in each course will be so arranged as to overlap those in course below at least ten inches.

49. The quoins of abutments, piers, &c., shall be of the best and largest stone and have chisel drafts properly tooled and the upright arises from two to six inches and according to size and character of the structure.

50. Coping stones, string courses and cut water shall be neatly dressed in accordance with the plans and directions to be furnished during the progress of the work. The coping stones of piers and abutments shall be all through stone extending the whole width of wall.

51. The bed stones for receiving the superstructures shall be of the best description of sound stone, free from dries or flaws of any kind; they must be not less than twelve inches in depth for the small bridges and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight; these stones must be carefully and solidly placed in position so that the bridge will seat fairly on the middle of the stones.

52. The backing will consist of flat bedded stone well shaped and 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 be scabbled off so as to give a solid leaving. No pinning will be allowed. Between the backing and face stones there must be a good square joint not exceeding one inch in width, and the face stones will be scabbled off to admit this. In walls over three feet in thickness headers will be built in front and back of walls alternately and great care must be taken in the arrangement of the joints so as to give perfect bond.

53. The stone composing the arch in culverts must be placed perpendicular to the curve and extend entirely through the thickness of the arch and be dressed throughout to quarter-inch beds and joints. These must be laid in regular courses, each course need only be uniform thickness throughout and the inner faces dressed smoothly to a line with the hammer. The water or ring stone must have an extra finish and the key stone must be neatly cut with the chisel and so placed as to project slightly from the face of the work.

54. Every stone must be set in a full bed of mortar and beaten solid with a heavy wooden beetle weighing not less than 50 pounds. In dry weather the stones must be well wetted before the mortar is laid on. The vertical joints will be flushed up solid and every course must be perfectly level and thoroughly grouted. The tops of all arches and abutments shall be covered over with three inches of cement mortar to prevent the filtration of water.

55. Second class masonry whether in mortar or dry shall be built of good sound large flat bedded stones laid in horizontal beds. It may be known as random work or broken course rubble; the stones employed in this class of masonry will generally not be 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 small 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. The vertical joints must break at least nine inches and be dressed back square from the face at least six inches.

56. Headers must be built in front and back alternately at least one in every five feet in line of wall and frequently in rise of wall. In the smaller 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

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structures all stones must be heavier in proportion. Every attention must be made to produce a perfect bond and to give the whole a strong, neat and workmanlike finish.

57. 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 the wall, and the covers will be from twelve to eighteen inches thick according to the span, and they must have a square and level bearing of at least a foot in each wall and scabbled and fitted close together to prevent earth falling through.

58. A distinction will be made between spans of twelve feet and upwards and those of ten feet and under. The former will be of first-class masonry and the latter box culverts of second class masonry.

BRIDGING.

59. The timber composing the bridges must all be of the strongest and most durable kind of pine timber and must be properly adapted to the specific purpose for which it is intended. It must be entirely free from sap, shakes, loose or black knots or other symptoms of decay. The kind, length and size required for the different structures must conform to the bills furnished by the engineer and be framed and put together in the most skilful and workmanlike manner in conformity with the plans and specifications furnished by the engineer for the respective structures.

60. The iron required in rods, straps, bolts, nut-washers, &c., must be of the best quality in use for such purposes, and it must be neatly and properly manufactured.

61. The truss bridges must be of a quality equal in strength and durability to the Howe Patent Truss, the proportions varying according to the length between bearings. These bridges, as well as those of smaller spans where full trussing is not required, will be built in accordance with the plans and specifications furnished for each particular structure by the engineer.

These are the specifications mentioned in the foregoing contract annexed to these presents, certified, acknowledged and signed by the parties to these presents, and the undersigned Notary, after due reading thereof, on the thirtieth day of June, in the year one thousand eight hundred and seventy-nine.

W. WITHALL, *President.*
JAS. G. SCOTT, *Secretary.*
WM. H. STEVENSON,
JAS. ISBESTER,
JAS. WORTHINGTON,
Per JAS. ISBESTER.
C. H. ANDREWS, *N.P.*

(A true copy).

Exhibit "JS" 6, for the Cown ; filed 23rd September, 1892.

G. HAMEL,

Clerk, R. C.

On the thirtieth day of April, in the year one thousand eight hundred and seventy-eight,

Before me, the undersigned public notary, duly commissioned and sworn, and residing at the city of Quebec, in the province of Quebec, personally came and appeared : "The Quebec and Lake Saint John Railway Company" of Quebec, Canada, hereinafter called the Company of the one part,

And the "Quebec and Lake Saint John Railway Lumbering and Trading Company," incorporated under letters patent, also of Quebec, Canada, hereinafter called the contractors, of the other part.

Which said parties hereby covenant and agree together in the manner following, viz. :—

The contractors, with the view to the ultimate building of the railway known as the Quebec and Lake Saint John Railway, undertake to construct, equip and complete, by the first day of December, one thousand eight hundred and eighty-one, the first section of the road from the point of junction with the North Shore Railway to St Raymond, including sidings and necessary terminal accommodation at the Palais, upon the ground furnished by the corporation of the city of Quebec, it being understood that the North Shore track from the said point of junction shall be used, the ground in the Palais Harbour, in the city of Quebec, which ground is to be furnished by the corporation of the city of Quebec, in conformity with the by-law authorizing the council to subscribe the sum of ninety thousand dollars in the capital stock of the company to the parish of Saint Raymond in the county of Portneuf, with all the necessary right of way, station grounds, sidings, bridges, culverts, passing places, station buildings, engine-houses, workshops, turntables, water-tanks, cattle-guards, rolling stock and telegraph complete, agreeably with such plans, profiles and specifications as shall be furnished from time to time by the chief engineer of the company, which plans, profiles and specifications shall have been approved by the Lieutenant-Governor in Council as required by the Act, and several amendments of Acts of the Legislature of Quebec, and also by the Council of the city of Quebec or their engineer ; and likewise by the Government of the Dominion of Canada, and by any municipality or municipalities interested in the railway, so as fully to entitle the company to the subsidy and subsidies, grants and bonuses and subscriptions of the company's capital stock, now or hereinafter to be authorized by the Legislature of Quebec, the Parliament of the Dominion of Canada, of the city of Quebec, and any municipality or municipalities.

It is understood that the rail will be not less than fifty pounds to the yard in iron or its equivalent in steel, that the bridge over the River Jacques Cartier will be a suitable bridge with suitable piers, and that the road shall be equal in character to the Lévis and Kenebec Railway.

The contractors agree to furnish the first section of the road with new rolling stock sufficient for the efficient working of this section, not to exceed the sum of forty thousand dollars ; and to furnish each additional section which may hereafter be built by themselves with a proportional amount of rolling stock as the traffic of the road develops.

Edgar versus Caron.

The construction of the portion of the railway between St. Raymond and Lake Saint John shall be gradually proceeded with later on, as the assistance which is expected to be obtained from the Parliament of the Dominion of Canada, the Legislature of Quebec, the city of Quebec, and the counties interested in the railway may be deemed by the contractors to be sufficient to authorize such further construction.

The company reserves to themselves the right of cancelling the present agreement in so far as it relates to the portion of the railway between St. Raymond and Lake St. John; and of entering into arrangement with any parties that may be willing to undertake the construction of this portion of the road at lower rates that may be deemed to be sufficient by the present contractors to authorize this construction or than they may be willing to accept for this construction.

The contractors agree to pay all the debts and liabilities of the company existing at the time of the signing of this agreement and out of the price of their agreement, not to exceed the sum of two hundred dollars.

The contractors agree to pay any and all expenses connected with the supervision of the building of the road and of its reception by the parties interested therein under and in virtue of this agreement, and to discharge the company from any and all liabilities in relation thereto.

The contractors agree to pay the expenses in connection with the keeping up of the organization of the company, salaries of chief engineer, secretary-treasurer, office rent and expenses; these expenditures to be under the control of the contractors.

The contractors agree to pay the interest on the debentures issued and to be hereafter issued by the company in virtue of this agreement until the date of their handing over the road and rolling stock to the company.

The company agrees as the price and consideration of this agreement to hand over to the contractors :

1st. Any and all subsidy or subsidies from the Parliament of the Dominion of Canada and the Legislature of Quebec; and all grants, bonuses and subscriptions of the capital stock of the company by the city of Quebec and by any municipality or municipalities interested in the railway already granted or which may be hereafter granted to and received by the company, to assist in the building of the railway, and subject to the conditions regulating the subsidy and subsidies and the grants, bonuses and subscriptions of the company's capital stock.

2nd. Twenty thousand dollars per mile of road in debentures of the company, calculated at their par value as authorized by the by-law of the council of the city of Quebec above mentioned for each and every mile of road actually constructed and equipped by the contractors and received by the company.

And whereas there are at present one hundred thousand dollars of debentures of the company outstanding with coupons, a similar amount of the new debentures will be retained by the company until these outstanding debentures with coupons shall have been returned to the company by the contractors.

3rd. And the lands which the company possess in the township of Gosford, upon the completion and reception of the first section of the road to the parish of St. Raymond, likewise the terminus property at St. Sauveur with the right of way to the junction with the Quebec, Montreal, Ottawa and Occidental Railway Company and the rolling stock and all other properties

which the company may possess, provided the same can be legally done and always saving the rights and privileges of the bond holders of the company.

The company agree to allow the contractors to work for their own benefit the several sections of the road as completed and the entire line of railway upon its completion until the redemption of its bonded debt, subject to the following charges: working expenses, keeping of the road and rolling stock in perfect working order, interest on debentures, to be issued hereafter in virtue of this agreement, and interest on the subscription of the company's capital stock already made and hereafter which may be made by the city of Quebec and by any municipality and municipalities.

The railway, together with the rolling stock, shall be returned by the contractors to the company in perfect working order upon the redemption of the bonded debt.

The privilege of working the railway, or the several sections thereof as completed, shall be limited to the section or sections which they may build and equip themselves; and the parties who may hereafter build the remaining sections of the road shall have running powers over the sections of the road which the contractors may build in virtue of this agreement as may hereafter be agreed upon.

During the working of the railway or any section or sections thereof, for their own benefit, and until the railway, together with the rolling stock, shall have been handed over by the contractors in perfect working order, and shall have been received by the company, the contractors shall be subject to and be bound by all the acts relating to the company and also by the railway act; and the contractors shall during this time discharge the company from any and all liabilities in connection with the railway.

The company in the carrying out of this agreement shall not be called upon nor be bound to do any act beyond the powers of their charter nor to exceed in any way whatsoever any clause in this agreement to the contrary notwithstanding.

Done and executed at the said city of Quebec on the day and year first above written and recorded in the office of Charles H. Andrews, the undersigned notary, under the number two thousand four hundred and eight, the said appearers having signed these presents first duly read.

W. WITHALL, *President*

Of the Quebec and Lake St. John Railway Lumbering and Trading Company.

FRANK ROSS, *President*

Of the Quebec and Lake St. John Railway Company.

JAS. G. SCOTT, *Secretary*

Of the aforesaid companies.

C. H. ANDREWS, *N. P.*

A true copy of the original remaining in my office.

Edgar versus Caron.

Exhibit "JS" 7, for the Crown; filed 21st September, 1892.

GUST. HAMEL,
Clerk, R.C.

TRANSFER AND ASSIGNMENT.

On this twenty-fourth day of August, one thousand eight hundred and eighty-five, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Theophile Ledroit, of Quebec, Esq., merchant, president of said company, and James Guthrie Scott, Esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings held on the nineteenth of August, inst., of the first part; and Messrs Ross & Co., of the city of Quebec, merchants, represented in this deed by the Honourable James Gibb Ross, senator, sole partner of the firm, of the second part.

Which said party of the first part did and do by these presents, assign, transfer and make over unto the said parties of the second part, accepting hereof the sum of seventy thousand dollars, being part and portion of the special subsidy of ninety-six thousand dollars voted by the Dominion of Canada during the last session of the Parliament of Canada, and payable upon the completion of fifty miles of the Quebec and Lake St. John Railway beyond St. Raymond.

To have and to hold, recover and receive the said sum of seventy thousand dollars unto the said parties of the second part, their heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate them in all its rights, titles, interests and privileges in the premises, authorizing them to receive payment of such subsidy when due.

The present assignment is thus made as security for advances made since the said nineteenth of August, inst., and to be hereafter made upon the estimates of the said Quebec and Lake St. John Railway Company's engineer to complete the thirty miles of the road still required to be furnished to make up the fifty miles aforesaid.

To this present deed was also a party: Horace Janson Beemer, of the city of Montreal, Esq., contractor, who declares that whereas it is at his request and to his advantage that the present assignment is made, he, hereby, gives his assent to the same, waiving any right he may have to the above assigned subsidy.

This done and executed at Quebec, and under the number six thousand nine hundred and three of the records of Cy. Tessier, the undersigned notary.

In witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, President.
J. G. SCOTT,
H. J. BEEMER,
JAS. G. ROSS,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. Ten words erased are null.

CY. TESSIER, N.P.

Exhibit "JS" 8, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this twenty-fourth day of August, one thousand eight hundred and eighty-five, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed of Quebec, esquire, merchant, president of said company and James Guthrie Scott, esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings held on the nineteenth of August, instant, of the first part, and the Honourable James Gibb Ross, of the city of Quebec, merchant, and a member of the Senate of Canada, in the quality of president of the Quebec and Lake St. John Railway Lumbering and Trading Company, and in its behalf of the second part.

Which said party of the first part did and do, by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof the sum of twenty-six thousand dollars, being part and portion of the special subsidy of ninety-six thousand dollars voted by the Dominion of Canada during the last session of the Parliament, and payable upon the completion of fifty miles of the Quebec and Lake St. John Railway beyond St. Raymond. To have, hold and recover and receive the said sum of twenty-six thousand dollars unto the said party of the second part, to the effect whereof the said party of the first part doth put, substitute and subrogate them in all their rights, titles, interest, privileges in the premises, authorizing them to receive payment of said subsidy from the Government when due.

This present assignment is thus made in payment and satisfaction of a like sum of twenty-six thousand dollars, being part of the consideration or price of a certain contract entered into between the parties hereto passed before C. H. Andrews, notary, at Quebec, on the thirtieth of April, one thousand eight hundred and seventy-eight.

To this present deed was also a party : Horace Jansen Beemer, of the city of Montreal, Esq., contractor, who declares that, whereas it is at his request and to his advantage that the present assignment is made, he hereby gives his assent to the same, waiving any right he may have to the above assignment subsidy.

This done and executed at Quebec, under the number six thousand nine hundred and four of the records of Cy. Tessier, the undersigned notary.

In Witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*
J. G. SCOTT,
JAS. G. ROSS, *President,*
Quebec and Lake St. John R.R. and T. Co.
H. J. BEEMER,
Cy. TESSIER, N. P.

A true copy of the original remaining of record in my office. Eighteen words erased are null.

Cy. TESSIER, N. P.

Edgar versus Caron.

Exhibit "JS" 9, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this fourteenth day of September, one thousand eight hundred and eighty-five, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared : the Quebec and Lake St. John Railway Co., duly incorporated and having its principal place of business in the city of Quebec, represented in this deed by Theophile Ledroit, of Quebec, Esq., merchant, president of said company, and James Guthrie Scott, Esq., of the same place, its secretary, duly authorized to its effects hereof by a resolution of the Board of Directors of the company at one of their regular meetings held on the eleventh of September, instant, of the first part ; and the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of Ross & Co., of the second part.

Which said party of the first part did and doth by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof the subsidy of three thousand two hundred dollars per mile, payable by the Dominion of Canada upon ten miles of the Quebec and Lake St John Railway from station 3770 near the river Meging to station 4298 opposite the Island of Lake Edward, forming the aggregate sum of thirty-two thousand dollars.

To have and hold, recover and receive the said subsidy unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidy from whom it appertains.

This present assignment is thus made for securing advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esq., railway contractor, builder of the said Quebec and Lake St. John Railway to enable him to complete the above mentioned ten miles of the same. The present assignment and transfer being made in compliance with a request of the Quebec and Lake St. John Railway Lumbering and Trading Company, contained in their letter to the company, party herein of the first part, dated the ninth of September, instant.

To this present deed was also a party : the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

Thus done and executed at Quebec, under the number six thousand nine hundred and ten of the records of Cy. Tessier, the undersigned notary.

In witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*
H. J. BEEMER,
J. G. SCOTT,
JAS. G. ROSS,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. Eleven words erased are null.

CY. TESSIER, N. P.

Exhibit "JS" 10, for the Crown ; filed 23rd September, 1892.

G. HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this third day of July, one thousand, eight hundred and eighty-six, before the undersigned Notary Public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared: The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in the deed by Theophile Ledroit, of Quebec, Esquire, merchant, president of said company, and James Guthrie Scott, Esquire, of the same place, its Secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings held this day, of the first part; and the Hon. James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of Ross & Co., of the second part:

Which said party of the first part did and doth by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof the subsidy of nineteen hundred and sixty-one dollars per mile payable by the Dominion of Canada upon forty miles of the Quebec and Lake St. John Railway, from station 4298 to station 6410, forming the aggregate sum of sixty-eight thousand four hundred and forty dollars. Said subsidy having been granted by an act passed during the last session of the Parliament of Canada.

To have and hold, recover and receive the said subsidy unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidy, from whom it appertains.

This present assignment is thus made for securing advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said Quebec and Lake St. John Railway, for the purposes mentioned in his letter to the Quebec and Lake St. John Railway Lumbering and Trading Company, dated the twenty-first of June last and annexed to the original of this deed.

The present assignment and transfer being made in compliance with a request of the Quebec and Lake St. John Railway Lumbering and Trading Company contained in their letter to the company, party herein of the first part, dated the twenty-first of June, last.

To this present deed was also a party, the said Horace Janson Beemer, who, after taking communication of the above, doth give to the same his entire consent and approval.

THIS DONE AND EXECUTED at Quebec under the number seven thousand seventy-nine of the records of Cy. Tessier, the undersigned Notary.

IN WITNESS WHEREOF the said parties have signed with the said Notary, after the reading done.

T. LEDROIT, *President.*
J. G. SCOTT, *Secretary.*
JAS. G. ROSS,
H. J. BEEMER,
CY. TESSIER, *N. P.*

Edgar versus Caron.

A true copy of the original remaining of record in my office. Fifteen words erased are null and void.

CY. TESSIER, N. P.

MONTREAL, 21st June, 1886.

J. G. SCOTT, Esq.,

Quebec and Lake St. John Ry. L. & T. Co.

DEAR SIR,—Referring to your favour of this date, I beg to request that your company will cause to be transferred to Messrs. Ross & Co. the new Dominion subsidy of \$1,961 per mile upon the next 40 miles, from station 4,298 to station 6,410, say \$78,440, as security for the following advances to be made me :

40 new platform cars at \$385.....	\$15,400
3 passenger cars.....	6,000
1 locomotive No. 7.....	7,500
10 platform cars, one bought in 1885.....	3,500
1 baggage car, built by company.....	2,000
Westinghouse break equipment.....	900
Note.....	5,150
Freight and passenger fares due company to 30th April.....	4,854
Interest on \$125,000, Quebec City Bonds, due 1st July, \$2,813, 1st January, \$2,812.....	5,625
	\$50,929

The balance to be used to provide for any possible excess of work beyond estimates on said sections, and to meet payments on consolidation engines, advances to be made on progress estimates of the company's engineer.

Yours truly,

H. J. BEEMER.

This is the letter of H. J. Beemer to the Quebec & Lake St. John Railway Lumbering and Trading Company, referred to in an assignment made by the Quebec & Lake St. John Railway Company to Messrs. Ross & Co., before Cy. Tessier, at Quebec, on the 3rd July, 1886. To the original of which deed it is annexed.

T. LE DROIT, *President.*
J. G. SCOTT, *Secretary.*
H. J. BEEMER,
JAS. G. ROSS,
CY. TESSIER, *N. P.*

Exhibit "JS" 11, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this twenty-seventh day of November, one thousand eight hundred and eighty-six, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared :

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Theophile LeDroit, of Quebec, Esquire, merchant, president of said company, and James Guthrie Scott, Esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the Board of Directors of the company at regular meetings held on the twenty-second October, last, and twenty-sixth of November, instant, of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of Ross and Co., of the second part ;

Which said party of the first part did and doth by these presents assign, transfer and make over unto the said party of the second part, accepting hereof the following subsidies granted and payable by the Dominion of Canada, to help the construction of the Quebec and Lake St. John Railway, *i.e.*

1st. The subsidy of three thousand two hundred dollars per mile, payable upon forty miles of the said railway from station 6410 to station 8522, forming the aggregate sum of one hundred and twenty-eight thousand dollars.

2nd. The special subsidy of nineteen hundred and sixty-one dollars per mile, payable upon the same forty miles of the said railway, *i.e.* from station 6410 to station 8522, forming the aggregate sum of seventy-eight thousand four hundred and forty dollars.

This subsidy having been granted by an Act passed during the last session of the Parliament of Canada.

To have and hold, recover and receive the said subsidies together with the interest thereon from the _____ unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interest and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for securing advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said Quebec and Lake St. John Railway, to enable him to complete the above mentioned forty miles of the same.

The present assignment and transfer being made in compliance with the request of the Quebec and Lake St. John Railway Lumbering and Trading Company.

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

This done and executed at Quebec under the number seven thousand one hundred and forty-one of the records of Cy. Tessier, the undersigned notary.

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In witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*
J. G. SCOTT,
H. J. BEEMER,
JAS. G. ROSS,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. Eleven words erased are null and void.

CY. TESSIER, N.P.

Exhibit " JS " 12, for the Crown ; filed 23rd September, 1892.

G. HAMEL,
Clerk, R.C.

On this day, the sixteenth of November, one thousand eight hundred and eighty-seven, before the undersigned, notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared :

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Théophile LeDroit, of Quebec, Esq., merchant, president of said company, and James Guthrie Scott, Esq., of the same place, its secretary, duly authorized to the effects hereof by a resolution of the Board of Directors of the company, at one of their regular meetings, held on the tenth of November, instant, of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of " Ross & Co." of the second part ;

Which said party of the first part did and doth by these presents assign, transfer and make over unto the said party of the second part accepting hereof the following subsidies granted and payable by the Dominion of Canada, to help the construction of the Quebec and Lake St. John Railway, *i.e.* :

1st. The subsidy of three thousand two hundred dollars per mile, payable upon (11·23) eleven miles and twenty-three hundredths of the road, extending from station 8522, a distance of one hundred and thirty miles north of St. Raymond, between Lac Bouchette and Lac à Belley, to station 9115 at Pointe aux Trembles Junction, a distance of (141·23) one hundred and forty-one miles and twenty-three hundredths, north of St. Raymond, aforesaid, forming the aggregate sum of thirty-five thousand nine hundred and thirty-six dollars.

2nd. The special subsidy of nineteen hundred and sixty-one dollars per mile, payable upon the same (11·23) eleven miles and twenty-three hundredths of the said road or railway, forming the aggregate sum of twenty-two thousand and twenty-two dollars.

To have and hold, recover and receive the said subsidies, amounting together to the sum of fifty-seven thousand nine hundred and fifty-eight dollars, unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for the purpose of receiving advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esq., railway contractor, builder of the said Quebec and Lake St. John Railway, to enable him to complete the above mentioned part or section of the same.

The present assignment and transfer being made in compliance with the request of the Quebec and Lake St. John Railway Lumbering and Trading Company, contained in their letter of the twenty-eighth October last.

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

This done and executed at Quebec, under the number seven thousand three hundred and forty-eight of the records of Cy. Tessier, the undersigned notary.

In witness whereof, the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*
 J. G. SCOTT.
 JAS. G. ROSS.
 H. J. BEEMER.
 CY. TESSIER, N.P.

A true copy of the original remaining on record in my office.

CY. TESSIER, N.P.

Exhibit "JS" 13, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

On this eighteenth day of February, one thousand eight hundred and eighty-eight,

Before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared :

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Simon Peters, of Quebec, Esquire, vice-president of said company, and James Guthrie Scott, Esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the Board of Directors of the company, at one of their regular meetings held on the twenty-eighth of January, last (1888), of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of "Ross & Co." of the second part;

Which said party of the first part did and do, by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof: 1st. The subsidy of three thousand two hundred dollars per mile, and the special one of nineteen hundred and sixty-one dollars per mile, granted before the date of the last session of the Federal Parliament, and payable by the

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Government of the Dominion of Canada, for one hundred and forty-five miles of the Quebec and Lake St. John Railway, from St. Raymond, northward; save and except what parts or portions of the same which have already been transferred to the said Ross & Co. by material deeds up to the date of the sixteenth of November, last (1887), inclusively; by and in virtue of which deeds the above subsidies on (141.23) one hundred and forty-one miles and twenty-three hundredths of said section of road have been assigned, leaving to be ceded in virtue of this present deed the subsidies on (3.77) three miles and seventy-seven hundredths of said road, amounting to an aggregate of (\$19,457) nineteen thousand four hundred and fifty-seven dollars.

2nd. A portion of the subsidy of three thousand two hundred dollars per mile, granted by an Act of said Federal Parliament, passed at its last session, 50-51 Vic., chap. 24, for the nine miles of the western extension of the said railway to Roberval, mentioned in said act, being for that portion of said nine miles which will bring the road to the end of the one hundred and forty-eighth mile from St. Raymond (184th mile from Quebec), *i.e.*, for three miles, forming subsidies to the amount of (\$9,600) nine thousand six hundred dollars, which are hereby transferred.

To have and to hold, recover and receive the said subsidies unto the said party of the second part, to his own proper use and behoof, to the effect whereof the party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for securing advances, to be made by the said party of the second part, to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said Quebec and Lake St. John Railway, to enable him to complete the above mentioned (6.77) six miles and seventy-seven hundredths of the same.

The present assignment and transfer being made in compliance with the request of the Quebec and Lake St. John Railway Lumbering and Trading Company, contained in a resolution of their Board of Directors, dated the twenty-seventh January, last (1888).

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

This done and executed at Quebec, under the number seven thousand four hundred and nine of the records of Cy. Tessier, the undersigned notary.

In testimony whereof the said parties have signed with the said notary, after the reading done.

SIMON PETERS, *Vice-President.*
J. G. SCOTT,
H. J. BEEMER,
JAS. G. ROSS,
CY. TESSIER, N.P.

A true copy of the original remaining of record in my office.

Exhibit "JS" 14, for the Crown ; filed 23rd September, 1892,

GUSTAVE HAMEL,
Clerk, R. C.

On this eighteenth day of February, one thousand eight hundred and eighty-eight,

Before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared : The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Simon Peters, of Quebec, Esq., vice-president of said company, and James Guthrie Scott, Esq., of the same place, its secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings, held on the twenty-eighth January, last (1888), of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of "Ross & Co." of the second part.

Which said party of the first part did and do, by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof : 1st. A part or portion of the subsidy of three thousand two hundred dollars per mile, granted by an Act passed at the last session of the Federal Parliament, 50-51 Victoria, chapter 24, and payable by the Dominion of Canada for the nine miles of the western extension of the Quebec and Lake St. John Railway to Roberval, mentioned in said act ; being for that portion of the said nine miles starting from the terminal point of the one hundred and forty-eighth mile of said railway from St. Raymond (184th from Quebec), to the end of the one hundred and fifty-fourth mile at Roberval, a distance of six miles ; forming, of subsidies, an amount of nineteen thousand two hundred dollars (\$19,200).

2nd. A portion of the subsidy of three thousand two hundred dollars per mile, granted by the same Act 50-51 Victoria, chapter 24, to the Saguenay and Lake St. John Railway Company, for thirty miles of their railway, from Lake St. John towards Chicoutimi, or from Chicoutimi towards Lake St. John ; being for five miles of their said railway (forming part of said thirty miles) extending from Pointe aux Trembles Junction to a point near the river Metabetchouan, forming a total of (\$16,000) sixteen thousand dollars of subsidy transferred.

This subsidy now belonging to the said company, party of the first part, by and in virtue of an enlargement to them made by the said "The Saguenay and Lake St. John Railway Company," before Cy. Tessier, Notary, at Quebec, on the sixth September, last (1887), the latter company's railway being and forming now the eastern or Chicoutimi extension of the Quebec and Lake St. John Railway.

To have and to hold, recover and receive the said subsidies, unto the said party of the second part, to his own proper use and behoof, to the effect whereof the party of the first part doth put, substitute and subrogate him in all its rights, titles, interest and privileges in the premises, appointing him his attorney for the purpose of receiving said subsidies, from whom it appertains.

The present assignment is thus made for receiving advances to be made by the said party of the second part to Horace J. Beemer, of the city of Montreal, Esq., railway contractor, builder of the said Quebec and Lake St.

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John Railway, to enable him to complete the above mentioned eleven miles of the same.

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire approval, the whole being done at his request contained in his letter of the twenty-seventh January, last, addressed to the president and directors of the said company.

This done and executed at Quebec, under this number seven thousand four hundred and ten of the records of Cy. Tessier, the undersigned notary.

In testimony whereof, the said parties have signed with the said notary, after the reading done.

SIMON PETERS, *Vice-President.*

J. G. SCOTT.

H. J. BEEMER.

JAS. G. ROSS.

CY. TESSIER, N.P.

A true copy of the original remaining of record in my office.

CY. TESSIER, N.P.

Exhibit "JS" 15, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this thirty-first day of May, one thousand eight hundred and ninety, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared: The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in the city of Quebec, represented in the deed by Elisée Beaudet, Esq., vice-president, and James Guthrie Scott, Esq., secretary of said company, duly authorized by a resolution of the Board of Directors at one of their meetings held on the twenty-sixth of May, instant, of the first part;

And Frank Ross, of the city of Quebec, Esquire, merchant, of the second part.

Which said party of the first part did and doth, by these presents, assign, transfer and make over unto the said party of the second part, accepted hereof, the following subsidies granted by the Dominion Parliament of Canada during its last session, viz: 1st, that of (\$3,200) three thousand two hundred dollars per mile for the new line of the Quebec and Lake St. John Railway, running from Lorette into the city of Quebec, a distance of twelve miles, forming therefore an aggregate sum of (\$38,400) thirty-eight thousand four hundred dollars, and 2nd, that of (\$30,000) thirty thousand dollars for the construction of an iron bridge across the river St. Charles, called the St. Charles bridge.

To have and hold, recover and receive the said subsidies from the Government of Canada unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for securing certain advances to be made to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said railway, by the said Frank Ross, assignee.

The said Horace Janson Beemer, hereunto present, declares himself satisfied with the above transfer, which is made at his request.

To this present deed were also a party, the Quebec and Lake St. John Railway Lumbering and Trading Company, duly incorporated and having its principal place of business in the city of Quebec, represented in this deed by Elisée Beaudet, Esquire, vice-president, and James G. Scott, Esquire, secretary of this company, duly authorized by resolution of the Board of Directors, dated the twenty-sixth of May, instant Who does declare that the above assignment has been made with its entire consent and approval.

This done and executed at Quebec, under the number seven thousand nine hundred and forty-nine of the records of Cy. Tessier, the undersigned notary.

In witness whereof, the said parties have signed with the said notary, after the reading done.

E. BEAUDET, V.P.Q. & L. St. J. R. L. & T. Co.
 E. BEAUDET, V.P.Q. & L. St. J. R. Co.
 J. G. SCOTT, Secy. Q. & L. St. J. R., L. & T. Co.
 J. G. SCOTT, Secy. Q. & L. St. J. Ry. Co.
 FRANK ROSS.
 H. J. BEEMER.
 CY. TESSIER, N.P.

A true copy of the original remaining of record in my office. Fourteen words erased are null and void and one marginal note good.

Exhibit "JS" 16, on cross-examination; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

STATEMENT of subsidies voted to the Quebec and Lake St. John Railway by the Dominion Government.

MAIN LINE.

1882, 45 Vic., chap. 14, St. Raymond to Lake St. John, 120 miles.....	\$384,000
1883, 46 Vic., chap. 25, short mileage, 25 miles.....	80,000
1884-85, 48-49 Vic., chap. 59, C. P. R. Junction to St. Raymond, 32 miles.....	96,000
1885, 49 Vic., chap. 10, additional \$1,961 per mile..	186,295
1887, 50-51 Vic., chap. 10, short mileage, 9 miles...	28,800
1890, 53 Vic., chap. 2, Lorette line, 12 miles.....	38,400
1890, 53 Vic., chap. 2, St. Charles bridge.....	30,000
	<hr/>
	\$843,495

CHICOUTIMI LINE.

1888, 51 Vic., chap. 3, 30 miles.....	\$96,000
1889, 52 Vic., chap. 3, 20 miles.....	64,000
	<hr/>
	160,000
	<hr/>
	\$1,003,495

QUEBEC, 20th September, 1892.

Edgar versus Caron.

Exhibit "JS" 17, on cross-examination ; filed 25th November, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

The annual general meeting of the shareholders of the Quebec and Lake St. John Railway Company was held at the company's offices, St. Andrew street terminus, Quebec, on Thursday, 12th May, 1892.

The annual report of the directors was read to the meeting, and adopted as follows :—

ANNUAL REPORT.

The directors of the Quebec and Lake St. John Railway Company beg to report as follows with regard to the operations of the past year :—

PROGRESS OF WORKS.

Since the date of the last annual report, the new line into the city of Quebec, *via* Lorette and Charlesbourg, has been completed and opened for traffic. The local passenger trains have been running over this line since the 1st July, last, and all the company's trains since the 4th October. The new city terminal station and general offices in Quebec were completed by the end of December, and have been occupied and trains running there since the 1st January of the present year. The terminus is well situated in the centre of the city, adjacent to the new Louise docks, and the terminal station and offices are very commodious and suitable for the business of the road. The new workshops in Quebec have also been completed, and the mechanical staff have been removed there from St. Raymond.

Some work still remains to be done in filling in the terminal ground at Quebec, and in building a round house and car shops. The work of ballasting and widening, reducing grades and taking out curves was also carried on during the whole of last season between Rivière à Pierre Junction and Lake St. Joseph.

The sum of £200,000 sterling had been placed by the bondholders in the hands of the Railway Share Trust and Agency Company (limited) of London, as trustees, to be expended in improving and equipping the railway. This sum was deposited with Messrs. Glyn, Mills, Currie & Co., in London, and was paid out monthly, as the work was done, upon estimates of the company's chief engineer, certified by Mr. A. L. Light, M. Inst. C.E., who was appointed by the trustees as their engineer, acting under instructions from Messrs. Hanson Bros., agents of the trustees in Canada. The trust fund has been expended as follows :—

Completing and improving the line between Chambord Junction and Roberval, Lake St. John.....	£20,693
Additional locomotives and rolling stock.....	27,565
Terminal grounds, grain elevator and buildings at Quebec	24,850
Ballasting	7,460
New line into the city of Quebec, 12 miles.....	56,789
Raising and widening road bed, reducing grades and curves, and general improvements.....	63,116

Sterling..... £200,473

This large sum of money has been carefully and judiciously expended, and, in the opinion of your board, it has served to place the road in a position second to none of its class in Canada, in point of construction and equipment.

An extension of time has been granted to Mr. Beemer, for the completion of his contract for building the branches to Chicoutimi and St. Alphonse, and to La Tuque, on the River St. Maurice. The difficult and expensive bridges over the River Metabetchouan and the two next rivers on the Chicoutimi extension, are nearly completed, the masonry of the first being finished, the stone cut for the other two, and the steel superstructure of all three delivered on the ground. Mr. Beemer is making every effort to have the line completed to or near the town of Chicoutimi by the summer of 1893, so as to take advantage of the large tourist travel expected in Canada, in connection with the Chicago Exhibition. Surveys have been made for the branch line to La Tuque, on the river St. Maurice, and an excellent location has been found, which will allow of the construction of a line almost without gradients, a most important feature, as this branch is expected to handle the heavy lumber trade of the St. Maurice Valley. The engineers report that it will run through a country well suited for settlement, and heavily timbered.

TRAFFIC.

The traffic accounts for the year ending 31st December, 1891, are now submitted to you, the mileage in operation having been 190 miles.

The number of passengers carried during the year was 84,736, and the number of tons of freight 111,497, as against 95,902 tons the previous year.

The freight consisted of:—

2,735	car loads of cordwood, or 27,350 cords.	
2,406	“ “ “ sawn lumber	} 32,544,000 feet B. M.
138	“ “ “ square timber,	
168	“ “ “ ties.	
136	“ “ “ pulp and paper,	2,040 tons.
1,007	“ “ “ general merchandise,	15,105 tons.

6590 cars.

The depressed condition of the market for spruce deals during the whole of last year prevented the sale of the produce of all the mills along the road. Consequently all the lumber was held over, and the railway did not get the freight. Towards the fall, business improved, and large sales were made, so that during the coming shipping season we may expect to carry a large portion of two seasons' cut, estimated at about seventy million feet B. M. About 470,000 logs have been made for the various mills on the railway, during the past winter. Two new mills have been built since last year and another large one is being arranged for. The Lower Laurentian Railway, connecting with our line at Rivière à Pierre Junction, was opened for traffic in November last, and is giving us considerable business. The enlarged hotel at Roberval, and the Island House at the Grand Discharge of Lake St. John, were opened in July, last, and were well patronized. The former has accommodation for 300 guests, and is handsomely furnished throughout, and equipped with electric light and every modern convenience. The new steel steamer "Mistassini" having a capacity for 400 passengers will be launched at Roberval in a few days, and will run daily between Roberval and the Island House during the tourist season. It is expected that the completion of the railway extension to Chicoutimi will attract a very large tourist travel in connection with the

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Saguenay steamers. The officers of the Canadian Pacific, Grand Trunk, Boston & Maine, New York Central and other large roads are giving their active assistance in sending tourist travel to Lake St. John, and all predict a very large business for this route when it can be combined with the Saguenay trip.

The accounts for last year, now submitted, show a very considerable saving in the cost of operating the road, as compared with the previous year. It is expected that the current year's expenses will be much further reduced, as the Board decided in October last to make the passenger train service between Rivière à Pierre and Roberval tri-weekly, instead of daily, during the winter months. The opening of the company's own terminus in Quebec came too late to affect the accounts for the year 1891. But it is causing a very marked economy in the operations of the present year, practically saving all the heavy terminal charges hitherto paid to the Canadian Pacific Railway, besides enabling the company's business to be done in a much more satisfactory manner. The increased traffic, which we have every reason to expect, and the reduction in terminal and other expenses which we are now enabled to carry out, will, it is confidently expected, enable the company to show a very satisfactory result for the business of the current year. The company's repair shop at St. Raymond was burned in September last, and two engines and some machinery damaged. The loss was fully covered by insurance. The shop has since been rebuilt.

The past winter has been exceptionally favourable for railways all over Canada, as regards snow. Our trains have suffered no detention, and we have employed no extra labour whatever.

COLONIZATION.

The directors have continued to use every effort to encourage the settlement of the country served by the railway. Circular letters have been sent to the clergy in every parish in the province, inviting delegates to visit the Lake St. John district, for the purpose of reporting on the country and its productions. Illustrated pamphlets, descriptive of the district, have been circulated throughout the province and through the Government agencies in Europe. All new settlers, with their families and effects, are carried free over the railway from Quebec to Lake St. John. These efforts have commenced to produce some results, and during the past year 141 new settlers, some of whom were from Belgium and England, but principally from the province of Quebec and the New England States, were sent by the company into the district. A vigorous colonization policy on the part of the Government, and the offer of free grant lands, or partly improved farms, would doubtless produce greater results. The company's application to the Federal Government to establish an experimental farm in the Lake St. John district, similar to those at Ottawa, in the North-West, and in other provinces, has been renewed. The crops in the Lake St. John district last year were very abundant, and will, no doubt, encourage new settlers to go in this year. A considerable quantity of grain came to Quebec over this railway.

MAINTENANCE

The bridges, track, rolling stock, road-bed, stations and other property of the company are being kept in good repair and condition.

The whole respectfully submitted.

FRANK ROSS, *President.*
J. G. SCOTT, *Secretary.*

QUEBEC, 12th May, 1892.

The ballot for the election of directors for the ensuing year was then proceeded with, and the scrutineers declared the following gentlemen elected, viz.: Frank Ross, E. Beaudet, Simon Peters, Hon. P. Garneau, Gavin Moir, Hon. F. Langelier, M. P., Thos. A. Piddington, Jules Tessier, M.P.P., John Theodore Ross, and also Mr. E. Hanson, of Montreal, and the Hon. George Irvine, as representing the trustees of the bondholders. In addition to whom, the non-elective members of the board are Mr. Joseph Frémont, Mayor, representing the city of Quebec, Hon. Judge J. A. Gagné, representing the county of Chicoutimi, and Mr. Lawrence Stafford, named by the Government of the province of Quebec.

On motion of Mr. Siméon Lesage, Deputy Minister of Public Works, seconded by Mr. Cyrille Tessier, N. P., a vote of thanks was adopted to the retiring directors and to the officers of the company.

The meeting then adjourned.

Exhibit "J.S." 18, on cross-examination; filed 23rd September, 1892.

GUSTAVE HAMEL,

Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY.

(See Nos. 2, 14, 49, 82, 126, 140, 177, 220 and 232.)

By the Subsidy Act of 1882, a subsidy of \$584,000 was granted for a line from St. Raymond to Lake St. John. By the Act of 1883 the Quebec and Lake St. John Railway Company, engaged in the work of constructing this line, were permitted to receive a further subsidy of \$80,000. By the Act of 1885 a subsidy of \$96,000 was authorized for a line extending from the point of their junction with the North Shore Railway (4 miles from Quebec) up to St. Raymond (36 miles from Quebec), conditionally upon the construction of their line to a point 50 miles north of St. Raymond, and by the Act of 1886 a subsidy was authorized, not exceeding \$186,295, for the portion, 95 miles, extending from the point 50 miles north of St. Raymond to Lake St. John.

By the Act 50-51 Vic., ch. 24 (1887), an additional subsidy not exceeding \$28,800 was authorized for a distance of 9 miles, the distance which previous subsidies granted were short of covering from the city of Quebec to Lake St. John. By this Act authority was given for payment up to the 23rd of June, 1888 (under the usual conditions) of balances available from the subsidies granted in 1882 and 1883. The aggregate of the subsidies granted to this company for the whole distance from Quebec to Lake St. John is \$775,095, the number of miles subsidized being 186.

An agreement was duly entered into on the 4th of September, 1883, in respect of the two subsidies first named, under which this line was to be completed by the 25th of May, 1887, the portion up to Lake Edward to be completed by the 31st of December, 1885, and on the 10th of February, 1886, an agreement was signed covering the third subsidy, namely, that of 1885. For the subsidies granted in 1886 and 1887 no further contracts are required, these subsidies being applicable to works embraced in the previous contracts.

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The road is in operation up to Roberval, on Lake St. John, 190 miles from Quebec.

By the Act 51 Vic., ch. 3, a subsidy to the extent of \$96,000, previously granted to the Saguenay and Lake St. John Railway Company for 30 miles of their railway from Lake St. John towards Chicoutimi, was transferred to this company, and under authority of an Order in Council of the 17th of November, 1888, a contract was made with them on the 5th of December for this work, which starts from Chambord Junction, near Lake St. John, on their main line; the work to be completed by the 1st of August, 1890. The location for these 30 miles has been approved by an Order in Council of the 17th of November, 1888.

By the Act 52 Vic., ch. 3 (1889), a further subsidy of \$64,000 was granted for an additional 20 miles, making the total subsidy for this branch \$160,000.

By the Act 53 Vic., ch. 2 (1890), a subsidy to this company, to an extent not exceeding \$30,000, was authorized for a railway bridge over the River St. Charles; also a subsidy, limited to \$38,400, for 12 miles of railway from Lorette *viâ* Charlesbourg to Quebec. Under date the 2nd of December, 1890, both these subsidies were covered by one contract, the work to be completed by the 1st of October, 1891.

By the Act 54-55 Vic., ch. 8, there was expressly voted the difference, \$5,250, between the \$30,000 mentioned in the above subsidy for the St. Charles bridge and the amount actually paid the company.

During the fiscal year there has been paid the sum of \$70,350, making the total payments up to the 30th of June, 1891, for both main line and branches, \$818,705. Since that date there has been paid the further sum of \$5,250, making the total payments to the company up to the 31st of December, 1891, \$823,955.

TEMISCOUATA RAILWAY COMPANY.—RIVIERE DU LOUP TO EDMUNDSTON.

(See Nos. 3, 62, 127, 141 and 226.)

Towards the construction of a line from Rivière du Loup or Rivière Ouelle, or from some point between them, to Edmundston, Parliament, in 1882, voted a subsidy of \$240,000, and by the Act 48-49 Vic, chap. 58, a further subsidy, not exceeding \$258,000 was voted for the same work, making a total subsidy of \$498,000.

Under express provisions of this Act a charter was granted by Orders in Council of the 3rd and 7th of October, 1885, to certain persons constituting "The Temiscouata Railway Company," their object being to build the said road, and such charter, being published in the *Canada Gazette* of the 10th of that month, has force and effect as if an Act of Parliament. This charter was subsequently confirmed and amended by the special Act 50-51 Vic., ch. 71 (1887). Under the said charter the company have power to construct a road from the Intercolonial Railway at Rivière du Loup to Edmundston. On the 21st June, 1886, a contract was duly entered into with the company for the work subsidized, the whole to be completed by the 1st of August, 1889. The location of the road, 80½ miles *viâ* Lake Temiscouata and the River Madawaska, was approved of by an Order in Council of the 30th of September, 1886.

On the 22nd November, 1888, the company were permitted to open the road for traffic.

By the Act 51 Vic., ch. 3 (1888), a subsidy of \$100,000 was granted to this company for 20 miles of their branch railway from Edmundston towards the River St. Francis, in lieu of a subsidy granted the previous year.

The company having applied to be admitted to contract, authority was given by an Order in Council passed on the 31st of December, 1888, which also approved of the location ; and the contract was signed on the 22nd January, 1889.

By the Act of 1890, 53 Vic., ch. 2, a subsidy to the limit of \$51,200 was authorized for a further distance of 16 miles. A contract under this subsidy was made with the company on the 20th of October, 1891, covering the distance, 12 miles, between Clair's siding and Connor's station. The branch up to this point, 31½ miles, has been completed.

During the fiscal year payments have been made to the extent of \$82,770, and subsequently a further sum of \$54,830 has been paid, making the total payments up to the 31st of December, 1891, \$624,800.

Exhibit "JS" 19, for the Crown ; filed 23rd September, 1892. .

GUSTAVE HAMEL,
Clerk, R. C.

ON THIS DAY, the seventeenth of December, one thousand eight hundred and eighty-five, at the request of the Quebec and Lake St. John Railway Lumbering and Trading Company, duly incorporated and having its principal place of business at the city of Quebec, I, Cy. Tessier, the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, went to the office, in Quebec, of Horace Janson Beemer, of the city of Montreal, Esquire, contractor, situate on St. Peter street, and then and there being and speaking to himself,

I did say, intimate and make known unto him the said Horace, Janson Beemer, that whereas by and in virtue of a certain contract entered into between him and the said company, executed before Cy. Tessier, Notary, at Quebec, on the tenth of July, one thousand eight hundred and eighty-three, it is among other things stipulated "that whereas the company and its directors have expended time, labour and money for the building of the said Quebec and Lake St. John Railway to an amount which by mutual consent is put down at (\$450,000) four hundred and fifty thousand dollars, one of the conditions of this contract is that the company shall be paid and refunded to the extent of said sum of four hundred and fifty thousand dollars by the contractor, as follows : (\$200,000) two hundred thousand dollars out of the first moneys derived from the first sale of bonds to be issued on the first and second sections above described, but, in any case, not later than in two years from this date."

And whereas the said two years have elapsed and expired since the tenth of July, last (1885).

And whereas the said Horace Janson Beemer has not yet complied with the requirements of the above cited clause, inasmuch as he has not yet paid the said sum of two hundred thousand dollars nor any part or portion thereof.

And whereas the said company suffers great loss, damage and prejudice by the fact that the above sum has not been paid.

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I, the said notary, at the request aforesaid, did summon and require the said Horace Janson Beemer to comply forthwith with the above cited clause and to pay without any further delay the said sum of two hundred thousand dollars, in default of which the said company will hold him liable and accountable for all prejudice, loss and damage and interest which they will sustain from the default of payment of the said sum and the want of execution of the above cited clause.

To which the said Horace Janson Beemer answered: "I have not paid the two hundred thousand dollars because, notwithstanding every effort in London and elsewhere, it has been found impossible to sell the bonds without too great a sacrifice until the road is nearer completion, but the course pursued has been in the best interest of all concerned, as the works are being rapidly pushed and the company now have eighty-two miles of railway as security for their money instead of thirty-two miles which they had when I took the road."

H. J. BEEMER.

I, the said notary, at the request aforesaid, have therefore protested and by these presents do solemnly protest as well against the said Horace Janson Beemer as against all others whom it may concern for all losses, costs, damages and expenses which have been already suffered and sustained and which may be hereafter suffered and sustained in consequence of the premises aforesaid.

This done and protested at the time and place aforesaid and recorded in the office of the said undersigned notary, under the number six thousand nine hundred and sixty-one.

And so that of the premises he may not pretend ignorance, I have left with the said Horace Janson Beemer, speaking as aforesaid, an authentic copy of these presents.

In testimonium veritatis.

CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. One marginal note good.

Exhibit "JS" 20, on cross-examination; filed 29th September, 1892.

G. HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY.

STATEMENT for the "Royal Commission," showing the details of the "actual cash" expended in the construction and equipment of the road.

Monthly progress estimates paid to McCarron and Cameron, contractors, for ten miles, St. Raymond to Lac Simon, and to H. J. Beemer, contractor, from Lac Simon to Roberval, and the Chicoutimi line, &c., per statement attached hereto.....	\$3,417,077
Cost of rails and fastenings furnished by H. J. Beemer, not included in the estimates, 154 miles at \$2,802 per mile.....	\$431,508
Less allowed in the estimates.....	17,062

414,446

Expended by construction company on 32 miles, C P.R. Junction to St. Raymond.....	450,000
Expended by Gosford shareholders on road-bed, prior to construction company.....	100,000
	\$4,381,523

The difference between this sum and the total of the attached statement of \$4,547,971 received, can be accounted for by the interest paid to the Quebec Bank for ten years, on advances by the bank to the construction company (included in the above \$450,000) which interest amounts to about \$148,000; and by the interest upon advances made by Ross & Co. to Beemer, which is included on his liability to them, but does not appear in the progress estimates.

J. G. SCOTT,
Secretary.

Quebec, 28th September, 1892.

STATEMENT of the amount of money received and expended in construction of the Quebec and Lake St. John Railway.

Contracting company.....	\$450,000 00
Gosford shareholders.....	100,000 00
English bondholders (trust fund £200,000 sterling cash).....	975,585 00P
Ross & Co. (due them by Beemer).....	220,000 00
City of Quebec grant.....	450,000 00
	\$2,195,585 00
Dominion subsidies.....	\$ 844,927 73
Provincial “.....	1,507,458 11
	\$2,352,385 84
	\$4,547,970 84

J. G. SCOTT,
Secretary.

Quebec, 28th September, 1892.

SUMMARY of Estimates, since the completion of the road to St. Raymond.

St. Raymond to Lake Simon, McCarron and Cameron...	\$ 66,981
Lake Simon to Roberval and Lorette line (<i>i. e.</i> main line) Chicoutimi line and bridges, and Quebec terminus, H. J. Beemer, viz. :—	
Main line, through Ross & Co.....	\$1,906,486
“ “ sterling bonds.....	974,154
Quebec terminus, through banks.....	13,863
Chicoutimi line “.....	315,446
“ bridges “.....	140,147
	3,350,096
	\$3,417,077

Edgar versus Caron.

Attached hereto is estimate No. 38, being the progress estimate for October, 1887, as a sample of the manner in which all advances were made monthly by Ross & Co. to H. J. Beemer. Copies of the others may be furnished if required.

Quebec, 28th September, 1892.

J. G. SCOTT,
Secretary.

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENT of Progress Estimates of work done by McCarron and Comeron,
contractors, from 1st May, 1882.

No.	Date.	Engineer.	Section.	Remarks.
1	Aug. 31	Cadman.....	St. Raymond	
			L. Simon.....	\$11,760 70
2	Sept. 30	"	.....	4,607 23
3	Oct. 31	"	.....	7,922 29
4	Nov. 30	"	.....	7,072 29
5	Jan. 31	"	.....	2,246 85
-	-	"	.....	3,589 16
6	June 30	"	.....	3,151 08
7	July 31	"	.....	4,914 92
8	Aug. 31	"	.....	2,589 82
9	Sept. 30	"	.....	2,700 00
10	Oct. 31	"	.....	1,876 89
11	Nov. 30	"	.....	5,533 72
			Add 10 p.c. drawback and deposit.....	9,015 92
				\$66,980 87

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENT of Progress Estimates of work done by H. J. Beemer, contractor.

No.	Date.	Engineer.	Section.	Remarks.
1884.				
1	Aug. 1	Cadman.....	Main line from L. Simon to Roberval...	\$55,334 25
2	Sept. 1	"	.....	14,671 20
3	Oct. 1	"	.....	18,412 25
4	Nov. 1	"	.....	18,826 90
5	Dec. 1	"	.....	18,267 65
1885.				
6	Jan. 1	"	.....	7,899 50
6½	Feb. 1	"	.....	15,650 29
7	Nov. 1	"	.....	4,596 09
	Nov. 1	"	.....	27,129 30
8	April 1	"	.....	51,610 75
9	May 1	"	.....	30,227 70
10	June 1	"	.....	20,063 45
11	July 1	"	.....	41,254 70
				Rails & Fast'gs. \$7930

No.	Date.	Engineer.	Section.	Remarks.
12	Aug. 1	Cadman.....	34,058 80	
13	Sept. 1	"	26,638 00	
14	Oct. 1	"	23,109 00	
15	Nov. 1	"	42,263 00	
16	Dec. 1	"	34,828 00	
13a	Sept. 1	"	34,317 50	
1886.				
17	Jan. 1	Light.....	23,092 00	
18	Feb. 1	"	19,027 00	
19	Mar. 1	"	23,346 00	
20	April 1	"	38,444 00	
21	May 1	"	40,509 00	
22	June 1	"	41,489 00	
23	July 1	"	52,719 00	
24	Aug. 1	"	51,445 00	
25	Sept. 1	"	55,503 00	
26	Oct. 1	"	All div. main line.....	47,775 00
27	Nov. 1	"	55,791 00	
28	Dec. 1	"	53,206 00	
1887.				
29	Jan. 1	"	48,708 39	
30	Feb. 1	"	33,533 49	Rails and fast'gs \$2,180
31	Mar. 1	"	32,508 40	
32	April 1	"	34,845 90	
33	May 1	"	44,191 45	
34	June 1	"	61,678 20	
35	July 1	"	75,145 45	
36	Aug. 1	"	63,077 75	
37	Sept. 1	"	57,216 00	
38	Oct. 1	"	52,846 62	
39	Nov. 1	"	40,000 00	
40	Dec. 1	"	36,749 50	Rails and fast'gs \$6,952 (Statement).
1888.				
41	Jan. 1	"	30,375 05	
42	Feb. 1	"	20,004 80	
43	Mar. 1	"	21,449 60	
44	April 1	"	15,529 85	
45	May 1	"	20,650 90	
46	June 1	"	23,22 10	
47	July 1	"	26,192 44	
48	Aug. 1	"	8,551 60	
49	Sept. 1	"	15,199 20	
50	Oct. 1	"	13,655 00	
51	Nov. 1	"	6,011 00	
52	Dec. 1	"	8,362 60	
1889.				
	to June 1	"	94,676 53	
				<u>\$1,906,486 15</u>

Edgar versus Caron.

H. J. BEEMER'S Progress Estimate paid from Sterling Trust Fund.

No.	Date	Engineer.	Section.	REMARKS.
1889.				
1	May 22	Light.....	Several.....	\$ 18,850 00
2	July 17	"	"	66,516 00
3	" 29	"	"	40,700 00
4	Aug. 1	"	"	51,900 00
5-6	Sep. 17	"	"	11,574 68
7-8	Oct. 4	"	"	29,840 00
9	" 17	"	"	11,982 25
10	Nov. 11	"	"	25,461 00
11	Dec. 10	"	"	20,160 85
1890.				
12	Jan. 16	"	"	19,892 55
13	Feb. 19	"	"	17,949 50
14	Mar. 10	"	"	3,774 80
15	Apr. 22	"	"	6,135 10
16	Jan. 12	"	"	13,285 56
17	July 14	"	"	32,444 74
18	Aug 11	"	"	33,401 28
19	Sep. 4	"	"	25,468 16
20	" 4	"	"	20,000 00
21	Oct. 1	"	"	5,000 00
22	" 17	"	"	33,507 35
23	Nov. 18	"	"	53,307 00
24	" 13	"	"	36,786 21
25	Dec. 15	"	"	20,612 34
26	Nov. 18	"	"	48,680 00
1891.				
27	Jan. 27	"	"	7,672 27
28	" 27	"	"	12,088 51
29	Mar. 17	"	"	5,684 88
30	Apr. 7	"	"	7,388 89
31	May 27	"	"	5,398 86
32	Jan. 4	"	"	18,000 68
33	June 18	"	"	9,000 00
34	July 20	"	"	24,134 00
35	Aug. 25	"	"	20,854 99
36	Sep. 17	"	"	4,290 59
37	Oct. 26	"	"	21,583 46
38	" 26	"	"	17,741 07
39	Nov. 25	"	"	1,620 60
				\$902,688 14
ST. CHARLES' BRIDGE.				
1	June 12	Light.....		46,304 80
2	July 14	"		3,695 20
3	Aug. 12	"		5,167 75
4	Sep. 4	"		8,207 30
5	Oct. 17	"		8,090 80
				\$974,153 99
				\$ 71,465 85

FROM BANKS—completing terminus in Quebec.

1891.			
40	Dec, 24	Hoare.....	\$ 11,211 97
41	Jan. 18	“	2,650 85
			\$13,862 82

H. J. BREMER's Progress Estimates, Chicoutimi Line.

No.	Date.	Engineer.	Section.	Remarks.
1888.				
1	Mar. 1	Light.....	Metabetchouan	\$3,162 40
2	Apr. 1	“	“	10,970 40
3	May 1	“	“	6,975 20
4	June 1	“	“	21,358 30
5	July 1	“	“	20,752 20
6	Aug. 1	“	“	6,230 32
7	Sept. 1	“	“	963 00
8	Oct. 1	“	“	450 00
11	Jan. 1	“	“	240 00
				\$71,101 82
1892.				
1	May 1	Hoare.....	St. Jérôme and following..	\$14,478 00
2	June 1	“	“	9,500 00
3	July 1	“	“	16,608 44
4	Aug. 1	“	“	39,736 11
5	Sept. 1	“	“	61,970 99
6a	Sept. 1	“	“	19,950 62
4a	Aug 24	“	“	82,100 00
				\$315,445 98

H. J. BREMER's Progress Estimates, Bridges on Chicoutimi Line.

No.	Date.	Engineer.	Remarks.
1891.			
1	Mar. 1	Hoare.....	Bridges
2	Apr. 1	“	“
3	May 1	“	“
4	June 1	“	“
5	July 1	“	“
6	Aug. 1	“	“
7	Nov. 1	“	“
1892.			
8	May 1	“	“
9	June 1	“	“
			\$140,147 70

Edgar versus Caron.

Exhibit "JS" 21, on cross-examination ; filed 29th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

ENGINEER'S ESTIMATE OF WORK DONE TO 1ST OCTOBER, 1887.

SUMMARY OF ESTIMATES.

Batiscan and Miguish.....	\$226,569 40	\$225,069 40
Ile Edward	126,912 40	118,237 40
Pearl Lake.....	92,162 50	92,162 50
Lake Edward.....	111,148 74	109,148 74
Summit	106,691 90	106,691 90
Cedar Lake.....	88,722 15	88,722 15
Joseph Louis.....	72,667 90	74,293 90
Noisy River.....	65,377 70	68,150 90
Lac Bouchette	93,843 30	105,128 72
Valcartier.....	2,058 25	2,058 25
Grignon Gully.....	70,258 90	113,007 30
Tanks	13,000 00	14,500 00
Repairing bridge, Quebec div.....	2,500 00	2,500 00
Ties for maintenance	9,550 50	9,550 50
Steel rails, Quebec div	700 00	700 00
Station, Rivière à Pierre.....	1,250 00	1,250 00
Ballast, Quebec div.....	1,078 69	1,078 69
Timber, sawn pine.....	3,137 90	3,137 90
Telegraph, completed 130 miles.....	2,060 40	6,500 00
Shops, Lake Edward	1,000 00	6,575 00
Location survey.....	37,500 00	40,000 00
Portland cement.....	510 00	510 00
Rails and fastenings	2,180 00	2,180 00
Proportion of rolling stock.....	58,500 00	60,050 00
13,030 cubic yards gravel from Beau- det pit, repairing wash-outs.....	3,909 00	3,909 00
Fencing, 4 miles.....	1,024 00	2,048 00
	\$1,194,313 63	\$1,257,160 25
		1,194,313 63
Deduction by order of the board on account of \$20,000 advanced on supplies.....		\$62,846 62
		10,000 00
		\$52,846 62

NOTE.—\$950 deducted for repairing car, see statement.

Approved.

A. L. LIGHT,

Acting Chief Engineer.

Approved by the board 18th October, 1887.

J. G. SCOTT,

Secretary.

QUEBEC, 17th October, 1887.

Statement of telegraph line.

130 miles complete from Lac Simon
to Pointe aux Trembles..... \$6,500 00

Less paid on account :

1st Nov., 1885, 30 miles, \$1,500.....		(Transferred from
1st Jan., 1887, 35 " 1,750.....		Bat. Mg.) Div.
1st June, 1887, 388 poles, 80c. \$310.40..	3,560 40	Est.
	<u>3,560 40</u>	
	\$2,939 60	

All clearing is completed according to contract, except 9 acres which has been left for cord-wood and is not dangerous to surrounding timber; the incomplete clearing on Grignon Gully division is accounted for in estimate.

E. A. HOARE.

HORACE J. BEEMER, CONTRACTOR.

Constructing railways and financing therefor, a specialty.

162 St. James Street,

MONTREAL, 15th October, 1887.

*Statement of items allowed on account of workshops at
Lake Edward :*

Allowed in estimate of November 1st, 1886.....	\$1,000 00
Transferred from { Machinery and tools for repairs.. \$1,325	
{ Engine house and repair shop.. 1,150	
{ Water tank with steam pump.. 1,100	3,575 00
Buildings for stone offices, &c., taken from Lake Edward division.....	\$2,000 2,000 00
	<u>\$6,575 00</u>

E. A. HOARE,
A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 15th October, 1887.

ROLLING STOCK FURNISHED BY H. J. BEEMER.

1884.	
March 31. For 1 locomotive No. 5.....	\$ 12,000
17 platform	7,820
2 box cars.....	1,120
1 snow-plough (built out of flat cars).....	2,000
Aug. 2nd. 4 box cars	2,240
6 platform cars.....	2,760
1885.	
Sept. 9th. 12 platform.....	5,520
Nov. 23rd. 1 locomotive, No. 7.....	12,000

Edgar versus Caron.

1886.		
July 15th.	1 baggage express car.....	2,000
Sept. 27th.	40 platform cars.....	18,400
	3 passenger cars from Boston.....	6,000
Dec. 4th.	1 locomotive, No. 9.....	12,000
1887.		
Jan. 7th	1 locomotive, No. 10.....	12,000
August.	6 flats and 4 box (to replace 10 flats taken on c).....	5,000
	1 locomotive, No. 11.....	12,000
	Westinghouse brake equipment.....	900
	1 snow-plough "snowbird."	1,550
		\$ 115,310
	Less already paid as per estimate....	\$ 58,500
	Allowance on snow-plough "snow bird"....	1,550
		60,050
	Advance by Ross & Co., snow-plough acct....	\$ 55,260
	Amount due on rolling stock.....	35,300
		\$, 19,960

QUEBEC AND LAKE ST. JOHN RAILWAY.

Batiscan, McGuick to date.....	\$ 226,569 40
Less 30 miles telegraph, transferred to tele- graph acct. in summary	1,500 00
	\$ 225,069 40

E. A. HOARE.
A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

ENGINEER'S ESTIMATE OF WORK DONE TO 1ST OCTOBER, 1887.

LE EDWARD DIVISION.

Station.	Work.	Quantities.	Contractor. Remarks.
	Amount as per previous estimate ...	\$126,912 40	
	Less amount allowed in Jan.-Mar., 1886, transferred as follows	8,675 00	
		\$118,237 40	

E. A. HOARE.

Snow plough	\$1,550 00	Transferred to roll- ing stock acct.
Survey	1,500 00	Location survey
Turntable	1,100 00	acct.
Repairing engine and cars.....	950 00	Grignon Gully taken out.
Machinery and tools for repairs....	1,325 00	
Engine house and repair shop	1,150 00	Toshops L. Edward.
Water tank with steam pump.....	1,100 00	

A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

L. EDWARD DIVISION.

Contractor

Amount as per estimate, 1st July..	\$111,148 74
Less Buildings for store, office, &c., transferred to shop at Lake Edward	2,000 00
	<u>\$109,148 74</u>

E. A. HOARE.
A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

JOSEPH LOUIS DIVISION—H. J. BERMER, CONTRACTOR.

Amount as per previous estimate ..	\$72,667 90
30 Acres clearing	1,890 00
	<u>\$74,557 90</u>
Less 330 telegraph poles now re- turned on telegraph line..	264 00
	<u>\$74,293 90</u>

E. A. HOARE,
A. L. LIGHT.

Memo. explanatory of the above.

Amount returned on previous est ..	\$74,557 90
Deducted by order of Mr. Light from summary of Sept. estimate, being half of the \$3,780.....	1,890 00
	<u>72,667 90</u>
Clearing, now complete.....	1,890 00
	<u>74,557 90</u>
Less 330 telegraph poles now re- turned in telegraph line work to date on this division	264 00
	<u>\$74,293 90</u>

QUEBEC AND LAKE ST. JOHN RAILWAY.

NOISY RIVER DIVISION—H. J. BEEMER, CONTRACTOR.

Amount as per previous estimate...	\$67,267 70
Earth widening, cutting	1,147 20
3824 C. Y. at 30 cts.....	
	<u>\$68,414 90</u>
Less 330 poles returned.....	264 00
	<u>\$68,150 90</u>

A. L. LIGHT.

E. A. HOARE.

Edgar versus Caron.

Memorandum explanatory of the above :—

	Amount returned as per previous estimate	\$67,267 70
	Deducted in summary of September estimate by Mr. Light for imperfect clearing, being one-half of the item 3,780....	1,890 00
		\$65,377 70
	Clearing—now complete.....	1,890 00
7962-7967	Earth widening cuttings.....	1,147 20
		\$68,414 90
	Less telegraph poles returned on telegraph line.....	264 00
		\$68,150 90

QUEBEC AND LAKE ST. JOHN RAILWAY.

L. BOUCHETTE DIVISION—H. J. BEEMER, CONTRACTOR.

Station.	Work.	Quantities,	Remarks.
	Amount as per previous estimate.	\$93,843 30	
	Culvert pipe at 8,208.....	900 00	
9,014	Cub. yds. earth widening at 8,293....	2,704 20	
14,485	Cub. yds. ballast and fitting \$30.....	4,345 50	
94,752	Feet B. M. pine timber \$35.....	3,316 32	
		\$105,109 32	Note. This item will be distributed over the 4th Division next month.
	Less—3,520 fence posts now returned in the fencing.....	352 00	
		\$104,757 32	
2,118	Cubic yards earth omitted last month, not being measured	635 40	
		\$105,392 72	
	Less 330 poles transferred to telegraph account.....	264 00	
		\$105,128 72	

E. A. HOARE.

A. L. LIGHT.

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QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to 1st October, 1887.

GRIGNON GULLY DIVISION.—H. J. BEEMER, CONTRACTOR.

Station.	Work.	Quantities.	Remarks.
8522	Stone drain.....	133	C. Y.
	Earth ditch.....	300	
	“ “	142	
8525	“ “	1361	
8527	Stone drain.....	133	
8531	“ “	50	
8532	Timber	644	L. Ft.
8522-8533-50	Earth.....	1842	C. Y.
8534	Rock.....	676	
8534	Earth.....	130	
8536-8549-50	“	1516	
8551	Rock.....	44	
8551	Earth.....	55	
8553	“	2865	
8550-8560	Rock.....	1336	
8550-8560	Earth.....	134	
8553-30	Stone drain.....	69	
8562-8567	Earth.....	1875	
8568	Rock.....	140	
8569-8574	Earth	924	
8569-8574	Stone drain.	67	
8574-8578	Rock.....	698	
8574-8578	Earth.....	2032	
8581	Stone drain.....	26	
8580-8590	Earth	1286	
8587	Rock.....	87	
8590	“	15	
8590-8597	Earth.....	1087	
8592	Timber.....	450	L. Ft.
8597-8599	Rock.....	52	C. Y.
8599-8604	Earth.....	974	
8605	Rock	33	
8606-8624	Earth.....	3300	
8619	Timber.....	430	L. Ft.
8622	Rock	30	C. Y.
8624-8626	“	189	
8636-8630	Rip-rap.....	342	
8631	Rock.....	417	
8634-8639	Earth.....	4112	
8635	Stone drain.....	39	C. Y.
8639-8640	Rock.....	25	
8641-8644	Earth.....	1352	
8643	Stone drain.....	43	
8645	Rock.....	320	
8645-8649	Earth.....	1888	
8650-8653	Rock.....	565	

Edgar versus Caron.

Station.	Work.	Quantities.	Remarks.
8653-8656	Earth.....	6582	
8656-8659	Rock.....	456	
8659-8664	Earth.....	18522	
8664-8666	Rock.....	370	
8666-8672	Earth.....	9362	
8666-8672	Rock.....	275	
8672-8676	Earth.....	4326	
8672-8676	Culvert.....	98	
8672-8676	Rock.....	125	
8676-8686	Earth.....	3892	
8676-8686	Rock.....	60	
8686-8696	Earth.....	2980	
8686-8696	Rock.....	113	
8686-8696	Culvert.....	87	
8696-8712	Earth.....	4642	
8696-8712	Rock.....	80	
8712-8719	Earth.....	1340	
8712-8719	Rock.....	67	
8712-8719	Culvert.....	450	L. Ft.
8720-8735	Earth.....	5280	
8720-8735	Rock.....	325	
8720-8735	Cattle-guards.....	280	
8735-8745	Earth.....	2730	
8735-8745	Rock.....	70	
8745-8749	Earth.....	11212	
8745-8749	Rock.....	80	
8745-8749	Cross-laying.....	1371	
8745-8749	Culvert.....	87	
8749-8756	Earth.....	3734	
8749-8756	Rock.....	426	
8757-8766	Earth.....	8144	
8757-8766	Rock.....	325	

QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to 1st October, 1887.

GRIGNON GULLY DIVISION—H. J. BEEMER, CONTRACTOR.

Station	Work.	Quantities.	Remarks.
8766-8770	Earth.....	4220	
	Rock.....	120	
	Culverts.....	56	
	Cross laying.....	555	
8770-8780	Earth.....	5640	
	Rock.....	210	
	Culvert.....	293	
	Cross laying.....	460	
8780-8788	Earth.....	3200	
8780-8788	Rock.....	70	
8789-8801	Earth.....	2680	
	Rock.....	210	

Station.	Work.	Quantities.	Remarks.
8805-8810	Cross laying.....	560	
	Earth.....	460	
	Rock.....	480	
	Rip-rap.....	221	
8812-8816	Rock.....	130	
8817-8821	Rock.....	480	
8822-8830	Earth.....	1260	
	Rock.....	120	
8830-8832	Rock.....	237	
8830-8836	Earth.....	620	
8836-8839	".....	1630	
8839-8846	Rock.....	756	
	8839 Culvert.....	71	
8846-8851	Earth.....	880	
8856-8880	".....	2500	
8883-8898	".....	1325	
8903-8909	".....	4420	
8910-8914	Culvert.....	59	
	Rock.....	370	
8917-8918	".....	49	
8917-8918	Earth.....	220	
8919-8921	Rock.....	319	
8922-8924	Earth.....	100	
8926-8956	".....	1115	
8926-8956	Rock.....	85	
8940-8941	Rock.....	123	

QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to 1st October, 1887.

GRIGNON GULLY DIVISION—H. J. BEEMER, CONTRACTOR.

Station	Work	Quantities	Remarks.
SUMMARY.			
140,191	C. Y. Earth.....	30c.	42,057.30
11,208	C. Y. Rock.....	160	17,932.80
1,761	C. Y. S. Drain.....	400	7,044.00
1,804	L Ft. Timber.....	20	360.80
563	C. Y. Rip-rap.....	200	1,126.00
100	Ac. Clearing.....	63	6,300.00
23,660	Tamarack ties.....	25	5,915.00
11,428	Spruce.....	20	2,285.60
932	Telegraph poles.....	80	745.60
24,402	Fence posts.....	10	2,440.20
	Fence wire.....		2,000.00
	Shanties.....		1,000.00
	Turntable.....		1,100
			On hand for other division
			Taken from Lake Edward div.

Edgar versus Caron.

Station.	Work.	Quantities.	Remarks.
6,000	C. Y. Ballast and Filling.... 30	1,800	
	Prop. Expenses forwarding supplies, &c.....	20,000	
4	Miles track-laying	900	
		\$113,007.30	

A. E. HOARE.

A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to.....188

.....DIVISION.....CONTRACTOR.

Station.	Work.	Quantities.	
	Statement of location, survey account Lake Simon Division, 10 miles		
	\$500 per mile.....	\$5,000 00	
	Rivière à Pierre, 10 miles.....	5,000 00	
	Batiscan, 10 miles.....	5,000 00	
	Miqui, 10 miles.....	5,000 00	
	Joseph Louis, 10 miles.....	5,000 00	
	Noisy River, 10 miles.....	5,000 00	
	Lac Bouchette, 10 miles.....	5,000 00	
	Grignon Gully, 10 miles.....	5,000 00	
		\$40,000 00	
	Paid in estimate 1st June, 1886, on account Miqui Division.....	\$ 1,500 00	
	Paid in estimate 1st January, 1887.	37,500 00	
		39,000 00	
	Due 1st October, 1887.....	\$1,000 00	
		\$65,000 00	
	This item for survey on the other division, namely: Ile Edward, Pearl Lake, Lake Edward, Sum- mit and Cedar Lake has been charged and paid on each of the said divisions separately ; in all, \$25,000, making a total of \$65,- 000 paid on this account or equal to 130 miles at \$500 per mile.....		

Exhibit "JS" 22, for the Crown; filed 2nd November, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

SHAREHOLDERS' MEETING.

QUEBEC, 9th July, 1883.

At a meeting of the shareholders of the Quebec and Lake St. John Railway Lumbering and Trading Company, called by registered notice through the post office, dated the 4th instant, in accordance with by-law No. 4, for the purpose of entering into a contract for the completion of the railway to Lake St. John, and held at the company's office at 3 p. m. this day, there were present:

W. Withall, President.	E. Beaudet, Vice-President.
J. B. Renaud,	L. P. Vallée, executor estate of late P. Vallée.
Hon. P. Garneau,	E. Giroux,
J. G. Ross,	Hon. A. P. Caron,
Hon. F. Thibaudeau,	M. W. Baby (by request).

The minutes of the two last meetings of shareholders were read and confirmed.

Mr. H. J. Beemer was present by request and Mr. Cyrille Tessier, Notary Public, and Mr. A. S. Light.

The President read a notarial protest from Mr. J. B. Renaud against the signing of the contract.

The Notary read a written opinion from Mr. J. G. Bosse, Q.C., suggesting certain modifications in the proposed contract, and also a subsequent letter from him, stating that the modifications he had suggested are now embodied in the draft of the contract, and that he now considered the rights of the company fully protected.

Mr. J. B. Renaud left the meeting.

Mr. J. G. Ross and Mr. F. W. Andrews, the company's solicitor, entered.

Mr. Renaud's protest was again read.

The Notary read the proposed contract with Mr. Beemer, which was discussed, clause by clause.

Mr. Beemer agreed to pay the extra \$1,000 per annum asked by Mr. Light for his salary as consulting engineer, and the scale of annual salaries to be paid by the contractor was therefore altered to \$11,000 instead of \$10,000 per annum.

It being six o'clock, the meeting then adjourned until two p. m., tomorrow.

Confirmed May 31st, 1884.

J. G. SCOTT,
Secretary.

W. WITHALL,
President.

(A true copy.)

J. G. SCOTT,
Secretary.

Edgar versus Caron.

SHAREHOLDERS' MEETING.

QUEBEC, 10th July, 1883

At a meeting of the shareholders of the Quebec and Lake St. John Railway Lumbering & Trading Co., adjourned from yesterday, the 9th instant, and held at the company's office at 2 p. m., this day, for the purpose of entering into a contract with Mr. H. J. Beemer for the completion of the railway to Lake St. John, notice of the adjourned meeting having been given to all shareholders by circular, there were present :

W. Withall, Prest.

J. G. Ross,

Hon. I. Thibaudeau,

E. Beaudet, V. P.

Hon. A. P. Caron,

Hon. P. Garneau.

Mr. H. J. Beemer, Mr. A. L. Light, and Mr. F. W. Andrews were present by request, and Mr. C. Tessier, N. P.

The reading of the proposed contract with Mr. Beemer was continued from the point reached at yesterday's meeting, by the notary.

At Mr. Ross' suggestion the clause referring to the pledging of the subsidies for advances was altered by adding that the same would not be pledged at any one time for a greater mileage than 40 miles.

Some other alterations were proposed and, after approval by Mr. Andrews and the contractor, inserted by the notary in the contract.

In the reply to the President, Mr. Andrews said that he did not consider that Mr. Renaud's protest constituted a reason for not signing the contract, as his interests are protected by the clause inserted by his lawyer, Mr. Bossé.

Moved by Hon. P. Garneau, seconded by J. G. Ross :—

“That the contract with Mr. H. J. Beemer for the completion and equipment of the railway to Lake St. John, as now finally amended, and which has been read to this meeting by the notary, C. Tessier, Esq., be approved, and the president and secretary of this company are hereby authorized to sign the same on behalf of the company.”—Carried.

The notary then completed the contract, which was signed by the president and secretary and by Mr. Beemer.

A letter from Mr. M. W. Baby, objecting to the contract with Mr. Beemer, stating his claims against the company and the amount for which he was willing to compromise them, was submitted to the meeting.

The meeting then adjourned.

[Read and approved.]

J. G. SCOTT,
Secretary.

(A true copy.)

J. G. SCOTT,
Secretary.

May 31st, 1884.
W. WITHALL,
President.

Proposed by Hon. I. Thibaudeau, seconded by John Ross,

That the secretary do write to the Quebec and Lake St. John Railway Company requesting them to pass a resolution of the board, declaring as required by the law passed last session that the company have decided to accept a cash subsidy of 70 cents per acre, instead of the land grant of 5,000 acres per mile from the province of Quebec.

Carried.

Proposed by Hon. P. Garneau, seconded by E. Beaudet,

That the Quebec and Lake St. John Railway Company be requested to execute a bond or debenture in favour of this company for forty thousand dollars to be given to the Government of the province of Quebec, as security for an advance of \$25,000 to be made on the subsidy upon ten miles from station 3770 to station 4298.

Carried.

Proposed by Hon. P. Garneau, seconded by E. Beaudet,

That the president and secretary be and are hereby authorized to transfer to the Government of the province of Quebec, by endorsement thereon, a bond of the Quebec and Lake St. John Railway Company for forty thousand dollars as security for an advance of \$25,000 to be made on the subsidy upon ten miles, from station 3770 to station 4298, as per Act 47 Vic. chap. 70, sec. 3.

Carried.

A petition was read from the freighters, customers of the road, asking for a reduction in the freight of cordwood owing to the great depression in the market for that article.

After discussion, it was resolved to reduce the rates (to customers of 100 cars and over) by taking off \$1.50 per car to Quebec, and so as to relieve the Quebec market, \$2.50 per car on any wood shipped to Montreal during the months of July and August, beginning 20th July.

In reference to a letter from Mr. Rosa as to the sum of \$882 which he owes for freight, and for which 30 cars of slabs are now held on demurrage as security, it was resolved to notify Mr. Sewell that, as he gets the rebate on this freight, he must be held responsible for it, and in the meantime to hold the 30 cars until Rosa pays or gives security for the freight.

Secretary was directed to send to H. J. Beemer a copy of Mr. A. L. Light's letter as to the necessity of great precaution to prevent bush fires in clearing the line.

The granting of a power of attorney to the Quebec Bank, Ottawa, to collect subsidies (for account of Ross & Co.) was authorized.

Secretary was authorized to offer Mr. J. A. Gagné, M.P., \$15 per annum for inserting time table in a newspaper proposed to be established at Chicoutimi.

The payment of Mr Light's order to rate Mr. S. Oliver, draughtsman and assistant engineer, at \$50 per month, was approved, Mr. Beemer paying balance of his salary.

Sir A. P. Caron entered the meeting and urged that the proposed branches to St. Gabriel West and St. Ambroise and thence to the city, should be begun without delay, and an independent entrance to the city would save the company the heavy terminal charges of the Canadian Pacific Railway, (some \$12,000 per annum) and would give the road a large additional traffic.

After some discussion, on motion of Hon. P. Garneau, it was resolved that the secretary do write Mr. Beemer, requesting him to survey the St. Gabriel branch, and 3 miles of the St. Ambroise line, as far as the village, and suggesting that he should obtain promises of sale for the right of way from the Indian village to Quebec, and recommending Messrs. Delage, N.P., and Barnabé Parent, as suitable persons to secure this right of way.

Mr. A. L. Light's estimate of the work done by Mr. H. J. Beemer, in June, amounting, after deducting \$10,000 for supplies—to \$52,719, was approved and ordered to be certified, Mr. Beemer to furnish Mr. Ross a statement of supplies remaining on hand.

Edgar versus Caron.

Sundry accounts :

F. Leblanc.....	\$ 81 50
F. O. Vallerand.....	20 85
J. Belanger.....	49 62
Bisset Bros.....	111 17
Quebec Engine Co.....	18 00
Echo des Laurentides.....	15 00
Small accounts.....	40 75
J. E. Livernois.....	51 00
Petty cash.....	26 76
	\$414 65

The following promissory notes were authorized :

A. L. Light, salary to 10th July.....	\$500 00
Beaudet & Chinic.....	319 34

And the following payments :

Men's wages for June.....	2,448 21
Extra men fixing sidings and platforms.	294 18
For firewood, note due 19th July.....	1,800 00
Jas. Cadman's salary.....	1,500 00
Sundry small accounts.....	414 65

The meeting then adjourned.

Read and approved, 7th August, 1886.

J. G. SCOTT,
Secretary.

J. G. ROSS.

QUEBEC, 1st August, 1882.

At a meeting of the directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, held at the company's office at 4 p.m. this day there were present.

W. WITHALL, President.
J. G. ROSS,
HON. J. THIBAUDEAU,
HON. A. P. CARON,
M. W. BABY, (by request).

The minutes of the last two meetings were read and confirmed.

The correspondence was read :

Resolved, to allow Clarke, Reeves & Co., the whole of the month of December to complete and erect the St. Anne bridge. Price to be \$21,500 instead of \$22,950 as tendered. Read their telegram, just received, agreeing to the above.

Resolved, to allow John Morrisey \$100, as compensation for not removing his house at St. Catharines, and to keep his house insured for \$400.

Resolved to cable W. S. Ogden, to see James, of Bristol, about freight upon rails.

Resolved, to allow W. L. Cameron and A. Cameron to pass over the road, while employed on construction, at half-fare.

Resolved, to pay F. Fournier's funeral expenses, and half of his doctor's bill and charge to his account, to go against the land pledged as security for the present.

Resolved, to waive exacting personal securities from Mr. Cameron and Cameron.

Resolved to have excursions on Wednesday and Saturday afternoons.

The following payments were authorized:—\$1,114.88 pay list constn, \$1,650 pay list traffic, \$150 to Capt. Guenard; Sewell, P.L.S., \$38.00, \$22.75 for tallow and \$20 for patent scales.

Meeting then adjourned.

J. G. SCOTT,
Secretary.

QUEBEC, 16th July, 1886.

At a meeting of the directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, held at the company's office 4 p.m. this day, there were present:

Hon. J. G. Ross, *Presl.*
Hon. P. Garneau,
Hon. I. Thibaudeau,

E. Beaudet, V.P.,
John Ross,
Hon. Sir. A. P. Caron.

The minutes of the two last previous meeting were read and confirmed. The following letter from Mr. H. J. Beemer was read to the meeting:

“QUEBEC, 16th July, 1886.

“J. G. SCOTT,

“Secretary Quebec and Lake St. John Ry.

“DEAR SIR.—Will you please have a resolution passed by the board declaring, as required by the law passed last session, that the company have decided to accept a cash subsidy of 70 cents per acre instead of the land grant of 5,000 acres per mile from the province of Quebec?

Please also have a debenture issued for \$40,000 to be given the Provincial Government as security for an advance of \$25,000 to be made on the subsidy upon 10 miles from station 3770 to station 4298.

This debenture, together with \$220,000 already issued to the Government for similar advances, and \$125,000 issued to the corporation of Quebec, as collateral, to be charged to my account, until redeemed.

Please also issue debentures to the corporation of Quebec, as required, in exchange for future payments of \$25,000 each of their stock subscription.

“Yours truly,

“H. J. BEEMER.”

Exhibit “HJB” 1, for the Crown; filed 30th September, 1892.

GUST. HAMEL,
Clerk, R. C.

Cash Book No. 1. Page 191.

June 28th, 1887. Extraordinary account. Paid
Ross & Co., note on account G. E. F., dated 3rd
February, 1887, A. P. C. \$5,000

Edgar versus Caron.

Cash Book, No. 1. Page 197.

July 19th, 1887. Extraordinary account. Paid
 Ross & Co., note on account G. E. F., dated
 18th February, 1887, A. P. C..... 5,000

Cash Book, No. 2. Page 14.

September 19th, 1887. Extraordinary account.
 Paid Ross & Co., note on account G. E. F.,
 dated 6th July 5,000

Cash Book, No. 2. Page 20.

October 22nd, 1887. Extraordinary account. Paid
 note favour Ross & Co., on account G. E. F.
 A. P. C. 5,000

Cash Book, No. 2. Page 46.

January 19th, 1888. Extraordinary account. Paid
 Ross & Co., on account G. E. F., half of note
 584, of \$5,000..... 2,500

Cash Book, No. 2. Page 88.

May 21st, 1888. B. P. Paid No. 595..... 2,500

Cash Book, No. 2. Page 292.

July 22nd, 1890. Extraordinary account. Paid
 check drawn by H. J. Beemer, on Merchants
 Bank, 18th inst., re A. P. C..... 1,000
 Check drawn 21st, do 1,000

Cash Book, No. 3. Page 44.

April 12th, 1892. Extraordinary account. Paid
 No. 1834. Note..... 1,000

Cash Book, No. 3. Page 54.

May 31st, 1892. Extraordinary account. Paid No.
 1944, Chicnic Hd. Co 1,000

Cash Book, No. 3. Page 68.

July 19th, 1892. Extraordinary account. Paid
 No. 2088. Chicnic Hd. Co 1,000

\$30,000

Exhibit "HJB" 2, for the Crown ; filed 30th September, 1892.

GUST. HAMEL,
 Clerk, R.C.

MEMORANDUM OF NOTES re H. J. BEEMER.

Feb. 3rd, 4 months due June 6th, 1887, \$5,000, paid in full June 27th, 1887,
 Feb. 3rd, 5 " " July 6th, 1887, \$5,000, renewal due Sept. 9th, 1887.
 and paid September 19th.

- Feb. 3rd, 6 months, due Aug. 6th, 1887, \$5,000, renewal due Nov. 9th, 1887, renewal due Jan. 18th, 1888.
 Jan. 17th, 1888, paid \$2,500 and note for \$2,500 due May 21st, 1888, and paid in Quebec Bank same day.
 Feb. 18th, 4 months, due June 21st, 1887, \$5,000, renewed 4 months due Oct. 24th, 1887, and then paid.
 Feb. 18th, 5 months, due July 20th, 1887, \$5,000, and paid then.

Exhibit "HJB" 3, for the Crown; filed 30th September, 1892.

GUST. HAMEL,
 Clerk, R. C.

Due _____, No. _____

\$5,000.

MONTREAL, 3rd Feb, 1887.

Six months after date, I promise to pay to the order of Messrs. Ross & Co. at the Quebec Bank, Quebec, five thousand dollars, for value received.

H. J. BEEMER.

Rec. 2368. Due 3-6 Aug.

Marked on the face: Aug. 6-652.

Marked on the back: Per Ross & Co., James Geggie.

Exhibit "HJB" 4, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
 Clerk, R. C.

\$5,000.

QUEBEC, 6th July, 1887.

Two months after date, I promise to pay to the order of Ross & Co., five thousand dollars, at the Quebec Bank, here. Value received.

H. J. BEEMER.

No. 2503. Due 6-9 Sept.

Marked on the face: Sept. 9. 898. Exd. Rec.

Marked on the back: Per Ross & Co., James Geggie.

Exhibit "HJB" 5, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
 Clerk, R. C.

\$5,000.

QUEBEC, 9th November, 1887.

On 15th January next, after date, I promise to pay to the order of Messrs. Ross & Co., five thousand dollars, at the Quebec Bank.

H. J. BEEMER.

No. 2701. Due 18th January, 1888.

Marked on the face: Jan. 18. 2212. Exd.

Marked on the back: Per Ross & Co., James Geggie.

Edgar versus Caron.

Exhibit "HJB" 6, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

\$5,000.

QUEBEC, 21st June, 1887.

Four months after date, I promise to pay to the order of Ross & Co., five thousand dollars, at the Quebec Bank, here. Value received.

H. J. BEEMER.

No. 2481. Due 21-24 October.

Marked on the face : 115 J. Exd.

Marked on the back : Per Ross & Co., James Geggie.

Exhibit "HJB" 7, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

\$2,500.

QUEBEC, 18 January, 1888.

Four months after date, I promise to pay to the order of Ross & Co., two thousand five hundred dollars, at the Quebec Bank, here. Value received.

H. J. BEEMER.

No. 595. Due 18-21 Aug. Rec. 2710.

Marked on face : May 21st. 2907. Exd.

Marked on back : Per Ross & Co., James Geggie.

Exhibit "HJB" 8, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 1713.

QUEBEC, 27th June, 1887.

To the Cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars.

H. J. BEEMER,
Per Harry G. Beemer, his Attorney.

\$5,000.

ERNEST F. WURTELE.

Marked on face : Quebec Bank, June 27, 1887. Paid. Quebec. Exd.

Marked on back : Per Ross & Co., James Geggie.

Exhibit "HJB" 9, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

No. 1762.

QUEBEC, 19th July, 1887.

To the Cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars.

H. J. BEEMER,

Per Harry G. Beemer, his Attorney.

\$5,000.

ERNEST F. WURTELE.

Marked on face : Quebec Bank, July 19, 1887. Paid. Quebec. Exd.

Marked on back : Per Ross & Co., James Geggie.

Exhibit "HJB" 10, for the Crown ; filed 30th September, 1892.

GUST. HAMEL

Clerk, R.C.

No. 1872.

QUEBEC, 19th Sept., 1887.

To the Cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars (\$5,000).

H. J. BEEMER.

Marked on the face : 25—C.C.S. Quebec Bank, Sept. 19th, 1887, paid Quebec.

Marked on the back : Per Ross & Co., James Geggie.

Exhibit "HJB" 11, for the Crown ; filed 30th September, 1892.

GUST. HAMEL,

Clerk, R. C.

No. 1897.

QUEBEC, 20th Oct., 1887.

To the cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars (\$5,000).

H. J. BEEMER.

Marked on the face : 25—C.C.S. Quebec Bank, Oct. 20th, 1887, paid Quebec.

Marked on the back : Per Ross & Co., James Geggie.

Edgar versus Caron.

Exhibit "HJB" 12, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 2000.

QUEBEC, 18th January, 1888.

To the cashier of the Quebec Bank, pay Ross & Co., or order, two thousand five hundred dollars.

H. J. BEEMER.

\$2,500.

Marked on the face : Quebec Bank, Jan. 18, 1888. Paid. Quebec. Exd.
Marked on the back : Per Ross & Co., James Geggie.

Exhibit "HJB" 13, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 2120.

QUEBEC, 21st May, 1888.

To the cashier of the Quebec Bank, pay Quebec Bank, or order, two thousand five hundred dollars.

H. J. BEEMER,
per HARRY G. BEEMER,
his Atty.

\$2,500.

ERNEST F. WURTELE.

Marked on the face : Quebec Bank, May 21st, 1888. Paid. Quebec. Exd.
Marked on the back : Alex. Forrest, Teller.

Exhibit "HJB" 14, for the Crown ; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC, 11th July, 1884.

On this day, the eleventh of July, in the year of our Lord one thousand eight hundred and eighty-four,

Before me, Jacques Auger, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec, personally came and appeared Horace Janson Beemer, of the city of Montreal, contractor, of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co. of the second part ;

Which said parties have declared, covenanted and agreed as follows :
Whereas the said Horace Janson Beemer requires the advance of the sum of ninety-seven thousand four hundred and twenty-three dollars to enable him to complete ten miles of the Quebec and Lake St. John Railway between station No. 2186 at Lake Simon, and station No. 2714 near the Rivière à la Pierre, and the said Horace Janson Beemer did apply to the said Ross & Co.,

and request them to make the said advance for the said purpose, which they agreed to make upon the conditions hereinafter mentioned and contained. Now, these presents and I, the said Notary, witness that in consideration of the said Horace Janson Beemer granting the securities hereinafter contained, the said James Gibb Ross, trading as aforesaid, hath agreed to advance unto him for the purpose of enabling him to finish and complete the said ten miles of the Quebec and Lake St. John Railway, the said sum of ninety-seven thousand four hundred and twenty-three dollars in promissory notes or cash at the option of the said Ross & Co. as follows ;

Ten thousand dollars at the execution hereof, and the balance upon and for the amounts of the certificates of the Quebec and Lake St. John Company's engineer, on the first of August, for the work done between the first of the present month and the first of August, next, and of each subsequent month, for the work done on the road during the previous month. It being understood that the last payment shall not be made until the said Ross & Co. are satisfied that the work has been done in such a manner as to entitle the said contractor to receive the subsidies hereinafter mentioned.

And it is agreed that the advances aforesaid shall be made in accordance with the memorandum marked A, and the engineer's estimate marked B, which are respectively annexed to these presents and signed by the said parties, and by the said undersigned notary, *ne varietur*. And it is also agreed and covenanted by and between the said parties, that the said Horace Janson Beemer shall finish and complete the said ten miles of railway in such a manner as to be accepted by the engineers of the Federal and Provincial Governments and by the engineer of the city of Quebec. And the said Horace Janson Beemer doth agree to allow and grant to the said Ross & Co. a commission of five per cent. on the amount of the said advances and interest at the rate of seven per cent. per annum, and to repay and refund unto the said Ross & Co. the advances made under the present agreement on or before the twentieth day of November, next, together with the interest and commission aforesaid.

And as security for the repayment of the said advance, interest and commission as aforesaid, the said Horace Janson Beemer did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof the said Horace Janson Beemer's right to draw the following subsidies, which are payable on the completion of the said ten miles of railway, namely :—The province of Quebec subsidy at five thousand dollars per mile, making the sum of fifty thousand dollars ; The said province of Quebec subsidy, (special advance under the Provincial Act No. 151, a copy of which is hereunto annexed, marked C, said act being passed in the last session of the Quebec Legislature) at two thousand five hundred dollars per mile, forming the sum of twenty-five thousand dollars, and the Dominion of Canada subsidy at three thousand two hundred dollars per mile, amounting to the sum of thirty-two thousand dollars, the aggregate amount of the said subsidies being one hundred and seven thousand dollars, to have and to hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the same from the Provincial and Federal Governments, respectively.

And it is agreed that the resolution of the board of directors of the Quebec and Lake St. John Railway Company transferring the above mentioned subsidies to the said Ross & Co. shall be furnished by the said Horace Janson Beemer.

Edgar versus Caron.

And it is further expressly agreed and understood that all the advances made under this agreement are to be applied only to the work upon the said ten miles of railway, and for no other purposes whatever.

And it is further agreed that in the event of promissory notes being granted by the said Ross & Co. the same shall be calculated as equivalent to cash on the day on which they respectively fall due.

And it is also expressly agreed that in the event of the said Horace Janson Beemer failing or neglecting to perform the work required to complete and finish the said ten miles of railway, or if the same be not accepted by the inspecting engineers of the said railway, the said Ross & Co. shall have the right and privilege of entering into possession of the said section of ten miles, and shall cause the same to be completed at the cost and expense of the said Horace Janson Beemer and in order that they may be entitled to draw the subsidies aforesaid.

This done and passed at Quebec as aforesaid on the day and year first above written under the number four thousand five hundred and twenty-seven.

In witness whereof the said parties have signed with me the said notary, these presents being first duly read according to law.

H. J. BEEMER,
JAS. G. ROSS,
JAC. AUGER, N.P.

A true copy of the original hereof remaining of record in my office.
Two works erased are null and void.

JAC. AUGER, N.P.

A.

Memo. of advances required to complete 10 miles of road from Lake Simon, going north.

Engineer's estimate of the total cost of this section at full contract prices	\$159,523
Less cost of rails and fastenings included, which have been provided for by Corporation of Quebec subsidy	\$32,100
Less work already done on this section in progress since October, 1883, as per Engineer's estimates	30,000
	62,100
Advance required.....	\$97,423

(From now till 31st October next.)

Advance to be paid monthly on the certificates of the company's engineer for work done during the previous month.

The advance to be repaid not later than the 15th November, 1884, out of the following subsidies, payable on the completion of each ten miles, which will be transferred as security, viz :—

Province of Quebec cash subsidy, 10 miles at \$5,000	\$50,000
do do special advance, 10 do 2,500	25,000
Dominion of Canada cash subsidy, 10 do 3,200	32,000
	107,000
Advance required.....	97,423
	\$9,577

Memo.—Any reasonable guarantee will be given that the work will be finished in the time named, and for the sum stated. The contractor estimates that there will be a profit of fully 20 per cent. on the \$97,423 at the prices named in this estimate.

This is the memorandum of advances, marked A, referred to in the contract to which the present is annexed.

Dated this eleventh day of July, 1884.

H. J. BEEMER,
JAS. G. ROSS,
JAC. AUGER,
N. F

(A true copy.)

JAC. AUGER,
N. P.

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENT of approximate quantities of work to be done and value thereof upon the second ten miles beyond St. Raymond, beginning at Lake Simon, calculated from survey.

Quantities	Description.	Rate.	Amount.
		\$ cts.	\$ cts.
80	Acres clearing and grubbing	63 00	5,040 00
160,407	Cubic yards of earthwork	0 30	48,122 10
23,181	Cubic yards of rock	1 60	37,089 60
10	Miles masonry, bridges and culverts	635 00	6,350 00
10	Miles rails and fastenings.....	32 10	32,100 00
10	Miles track-laying and ballasting	825 00	8,250 00
28,000	Ties	0 25	7,000 00
8,610	Cubic yards of stone filling and drains	1 00	8,610 00
7,205	Cubic feet of timber, &c	0 30	2,161 50
120	Lineal feet of Howe trussing.....	40 00	4,800 00
	Total for ten miles, exclusive of rolling stock, station, fencing		159,523 20

Edgar versus Caron.

THIRD ten miles beyond St. Raymond.

Quantities	Description.	Rate.	Amount.
		\$ cts.	\$ cts.
80	Acres clearing and grubbing	63 00	5,040 00
161,000	Cubic yards of earthwork	0 30	48,300 00
23,200	Cubic yards of rockwork	1 60	37,120 00
10	Miles masonry, bridges and culverts	635 00	6,350 00
10	Miles rails and fastenings	3,210 00	32,100 00
10	Miles track-laying and ballasting	825 00	8,250 00
28,000	Ties	0 25	7,000 00
8,610	Cubic yards stone filling and drains	1 00	8,610 00
7,205	Cubic feet timber	0 30	2,161 50
260	Lineal feet Howe trussing	40 00	10,400 00
	Exclusive of rolling stock, &c		165,331 50

FOURTH ten miles beyond St. Raymond.

Quantities	Description.	Rate.	Amount.
		\$ cts.	\$ cts.
80	Acres clearing and grubbing	63 00	5,040 00
140,000	Cubic yards of earthwork	0 30	42,000 00
5,000	Cubic yards of rock	1 60	8,000 00
10	Miles masonry, bridges and culverts	680 00	6,800 00
10	Miles track-laying and ballasting	825 00	8,250 00
10	Miles rails and fastenings	3,210 00	32,100 00
10	Miles ties		7,000 00
100	Lineal feet Howe trussing	40 00	4,000 00
5,000	Cubic yards stone filling and drains	1 00	5,000 00
6,000	Cubic yards timber	0 30	1,800 00
	Exclusive of rolling stock, &c		119,990 00

JAS. CADMAN,

Chief Engineer.

St. RAYMOND, 8th November, 1883.

This is the engineer's estimate marked "B," referred to in the contract to which the present is annexed, dated this eleventh day of July, 1884.

H. J. BEEMER,
JAS. G. ROSS,
JAC. AUGER, N.P.

(A true copy.)

JAC. AUGER, N.P.

Exhibit "HJB" 15, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

ON THIS DAY, the eighth of October, in the year of our Lord one thousand eight hundred and eighty-four,

Before me, William Darling Campbell, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec,

Personally came and appeared Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., of the second part;

Which said parties have declared, covenanted and agreed as follows: Whereas the said Horace Janson Beemer has, through the Quebec and Lake St. John Railway Company, made a transfer to the said Ross & Co. of the Quebec corporation subsidy on section number 2186 of ten miles of the said railway for two thousand five hundred dollars per mile, as appears by an extract from the minutes of a meeting of the directors of the said company held on the fourth instant, which said extract is hereunto annexed, signed by the parties hereto and by me the said Notary, *ne varietur*;

And whereas the said transfer has been made as security for advance which the said Ross & Co. are to make to the said Horace Janson Beemer for the purpose of enabling the latter to complete the said ten miles of railway, which said advances, to the extent of the sum of twenty-two thousand six hundred and seventy-one dollars, the said Ross & Co. agreed to make in consideration of the said transfer and upon the conditions hereinafter contained;

Now, these presents, and I, the said Notary, witness that the said James Gibb Ross, trading as aforesaid, hath agreed to advance unto the said Horace Janson Beemer, for the purpose of enabling him to finish and complete the said ten miles of the Quebec and Lake St. John Railway, the said sum of twenty-two thousand six hundred and seventy-one dollars by the said Ross & Co's promissory notes, payable on the first day of January, next (1885), it being understood that the said Horace Janson Beemer shall repay and refund the amount so to be advanced in cash on or before the maturity of the said notes with a commission of five per cent. on the said amount.

And in the event of the said Horace Janson Beemer failing to pay and refund the amount of the said advances as hereinabove stipulated, the said Ross & Co. shall have the right of selling and disposing of the said Quebec Corporation Bonds (the same being granted in payment of the said subsidy) for the best price that can or shall be obtained for the same, for and on account of the said Horace Janson Beemer, and should there be any surplus the same shall be handed over to the said Horace Janson Beemer, and if there be any deficiency the same to be paid by him.

And it is agreed and covenanted by and between the said parties that the said Horace Janson Beemer shall finish and complete the said ten miles of railway in such a manner as to be accepted by the engineers of the Federal and Provincial Governments and by the engineer of the city of Quebec. And it is also expressly agreed and understood that all the advances made under this agreement are to be applied only to the work upon the said ten miles of railway and for no other purposes whatever.

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And it is further expressly agreed that in the event of the said Horace Janson Beemer failing or neglecting to perform the work required to complete and finish the said ten miles of railway, or if the same be not accepted by the inspecting engineers of the said railway, the said Ross & Co. shall have the right and privilege of entering into possession of the said section or ten miles, and shall cause the same to be completed at the cost and expense of the said Horace Janson Beemer, and in order that the said Ross & Co. may be entitled to draw the subsidy aforesaid.

This done and passed at Quebec as aforesaid on the day and year first above written under the number five thousand seven hundred and thirty-seven.

In witness whereof, the said parties have signed with me the said notary, these presents being first duly read according to law.

H. J. BEEMER,
JAS. G. ROSS,
W. DARLING CAMPBELL.

Extract from the minutes of a meeting of the directors of the Quebec and Lake St. John Railway Company, held at the company's office at 10.30 a.m. on Saturday, 4th October, 1884.

Present : T. LEDROIT, *President*,
S. PETERS, *Vice-President*,
HON. D. A. ROSS,
FRANK ROSS,
HON. F. LANGELIER, *Mayor of Quebec*.

Proposed by Simon Peters, Esq., seconded by Hon. D. A. Ross,
That the subscription of the city of Quebec of \$2,500 per mile, for 10 miles of this railway, from Station 2186 at Lake Simon to Station 2714, near the Rivière à Pierre, is hereby transferred to Messrs. Ross & Co., of Quebec, as security for advances of rails, and cash to be made to complete the said ten miles, with authority to them to receive payment of the same from the corporation of the said city ; and that a copy of this resolution be transmitted to His Worship the Mayor of Quebec.—Carried.

A true extract from the minutes.

J. G. SCOTT, *Secretary*.

This is the extract from the minutes of a meeting of the directors of the Quebec and Lake St John Railway Company, which is referred to in the agreement to which the present is annexed, dated at Quebec, this eighth day of October, one thousand eight hundred and eighty-four.

H. J. BEEMER,
JAS. G. ROSS,
W. DARLING CAMPBELL, N. P.

Exhibit " HJB " 16, for the Crown ; filed 1st October, 1892.

GUST. HAMEL,
Clerk, R. C.

ON THIS DAY, the fifteenth of April, in the year of our Lord one thousand eight hundred and eighty-five, before me, Jacques Auger, the undersigned notary public for the province of Quebec, in Canada, residing in the city of Quebec,

Personally came and appeared Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., herein represented and accepting hereof by his duly constituted attorney, James Geggie, of the same place, Esquire, of the second part ;

Which said parties have declared, covenanted and agreed as follows :—

WHEREAS, on or about the nineteenth day of February, last, in consideration of certain advances made and agreed to be made by the said Ross & Co. to the said Horace Janson Beemer, in connection with the Quebec and Lake St. John Railway, he, the said Horace Janson Beemer, under a deed of assignment before the undersigned, bearing date the nineteenth day of said month of February, did transfer, assign and set over unto the said Ross & Co. the sum of twenty-five thousand dollars, to be drawn out of the province of Quebec subsidy, payable on the completion of the Rivière à Pierre ten miles section of the said Quebec and Lake St. John Railway. And whereas, in consideration of further advances made and to be made by the said Ross & Co., to the said Horace Janson Beemer, to the extent of the sum of one hundred and seventy-five thousand dollars, payable in the manner hereinafter mentioned, to enable the said Horace Janson Beemer to construct and complete twenty miles of the said road from station 2714 near Rivière à Pierre to station 3770 near the River Mequiq, the said Horace Janson Beemer has agreed to transfer unto the said Ross & Co., as security, the railway subsidies hereinafter mentioned ; Now, these presents, and I, the said notary, witness, that in consideration of the said Horace Janson Beemer granting the securities hereinafter contained, the said James Gibb Ross, trading as aforesaid, hath agreed to advance unto him, for the purpose of enabling him to finish and complete the said twenty miles of the Quebec and Lake St. John Railway, the said sum of one hundred and seventy-five thousand dollars in promissory notes or cash at the option of the said Ross & Co., as follows :—Twenty-five thousand dollars during the present month of April ; Thirty-five thousand dollars in the month of May, next ; Thirty thousand dollars in June, next ; Thirty thousand dollars in July, next ; a like sum in August, next ; and twenty-five thousand dollars in September, next. It being understood that the said advances shall not be made until the said Ross & Co. are satisfied through the report of the chief engineer of the said railway by monthly estimates that the work has been done in such a manner as to entitle the said contractor to receive the subsidies hereinafter mentioned.

And it is agreed and covenanted by and between the said parties that the said Horace Janson Beemer shall finish and complete the said twenty miles of railway in such a manner as to be accepted by the inspecting engineers of the same.

And the said Horace Janson Beemer doth agree to allow and grant to the said Ross & Co. a commission of five per cent. on the amount of the said advances and interest at the rate of seven per cent. per annum, and to repay and refund unto the said Ross & Co. the advances made under the present agreement on or before the first day of November, next, together with the interest and commission aforesaid.

And, as security for the re-payment of the said advances interest and commission aforesaid, the said Horace Janson Beemer did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof by his said attorney, the said Horace Janson Beemer's

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right to draw the following subsidies which are payable on the completion of the said twenty miles of railway, namely:—The province of Quebec subsidy on the said twenty miles of railway at five thousand dollars per mile, making the sum of one hundred thousand dollars, whereof twenty-five thousand dollars has been previously transferred as aforesaid; and further, the said province of Quebec subsidy (special advance) at two thousand five hundred dollars per mile on the said section of twenty miles, forming the sum of fifty thousand dollars, and the subsidy payable by the Dominion of Canada upon twenty miles of the said railway at the rate of three thousand two hundred dollars per mile, amounting to the sum of sixty-four thousand dollars, the aggregate amount of the subsidies hereby transferred being one hundred and eighty-nine thousand dollars.

To have and to hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the same from the Provincial and Federal Governments respectively.

And it is agreed that the resolutions of the Board of Directors of the Quebec and Lake St. John Railway Company transferring the above mentioned subsidies to the said Ross & Co. shall be furnished by the said Horace Janson Beemer.

This done and passed at the city of Quebec in the office of the undersigned notary under the number four thousand seven hundred.

In witness whereof the said parties have signed these presents with me, the said notary, the same being first duly read according to law.

H. J. BEEMER,
JAMES GEGGIE,
JAC. AUGER, N.P.

A true copy of the original remaining of record in my office.
Three words erased are null and void and one marginal note is approved.

JAC. AUGER, N. P.

Exhibit "HJB" 17 for the Crown, filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THIS DAY, the nineteenth of February, in the year of our Lord one thousand eight hundred and eighty-five,

Before me, Jacques Auger, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec,

Personally came and appeared, Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., herein represented and accepting hereof by his duly constituted attorney, James Geggie, of the same place, of the second part; which said Horace Janson Beemer, for good and valuable consideration and in consideration of certain advances made and to

be made to him by the said Ross & Co., in connection with the Quebec and Lake St. John Railway, did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof by his said Attorney, the sum of twenty-five thousand dollars, to be drawn out of the province of Quebec subsidy, payable on the completion of the River à Pierre ten miles section of the said Quebec and Lake St. John Railway.

To have and to hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the said sum of twenty-five thousand dollars from the Provincial Government of Quebec, and to give receipts for the same, for which purpose they, the said Ross & Co., are hereby named and appointed the attorneys of the said Horace Janson Beemer.

This done and passed at Quebec, as aforesaid, on the day and year first above written, under the number four thousand six hundred and sixty-four.

In witness whereof the said parties have signed with me, the said notary, these presents being first duly read according to law.

H. G. BEEMER,
JAMES GEGGIE,
JAC. AUGER, N. P.

A true copy of the original remaining of record in my office.

JAC. AUGER, Notary Public.

Exhibit "HJB" 18, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THIS DAY, the eighteenth of March, in the year of our Lord one thousand eight hundred and eighty-five,

Before me, Jacques Auger, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec, personally came and appeared Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., herein represented and accepting hereof by his duly constituted attorney, James Geggie, of the same place, esquire, of the second part;

Which said Horace Janson Beemer, for good and valuable consideration and in consideration of certain advances made and to be made to him by the said Ross & Co. in connection with the Quebec and Lake St. John Railway, did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof by his said attorney the sum of thirty-four thousand dollars, to be drawn out of the first monies of the remaining twenty-five per cent. retained by the Corporation of the city of Quebec, by and in virtue of a certain contract for the supply of water to the city of Quebec, entered into between the said Horace Janson Beemer and His Wor-

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ship Francois Langelier in his quality of Mayor of the city of Quebec, acting therein for and in the name of the said Corporation of the city of Quebec, said contract being executed before Mtre. Ad. G. Tourangeau, Notary Public, on the tenth day of July, in the year one thousand eight hundred and eighty-three.

To have and hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the said sum of thirty-four thousand dollars from the said Corporation of the city of Quebec, and to give receipts for the same, for which purpose they, the said Ross & Co., are hereby named and appointed the attorneys of the said Horace Janson Beemer.

This done and passed at Quebec as aforesaid on this day and year first above written under the number four thousand six hundred and seventy-eight.

In witness whereof the said parties have signed with me the said notary, these presents being first duly read according to law.

H. J. BEEMER,
JAMES GEGGIE,
JAC. AUGER, N. P.

True copy of the original remaining of record in my office.

JAC. AUGER, N. P.

Exhibit "HJB" 19, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 1631.

11th Nov. No. 167.

\$3,000.

QUEBEC, JULY 8th, 1891.

Four months after date, pay to the order of ourselves three thousand dollars, value received, and charge the same to account of The Chicnic Hardware Co. (Limited).

WILLIAM SHAW,
Manager.

EDMOND DUPRÉ,
Secretary.

Marked on face: Accepted 12th August, 1891. Payable at my office, Quebec. Exd. H. J. Beemer, per Harry G. Beemer, his attorney. Cancelled in error. H. J. Beemer, per Ernest Wurtele. The property of the Union Bank of Canada.

Marked on back: The Chicnic Hardware Co. (Limited). William Shaw, Manager. Edmond Dupré, Secretary. Presentation and protest warned. For the Chicnic Hardware Company (Limited).
Edmond Dupré.

Exhibit "HJB" 20, for the Crown ; filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

C. H. C.

No. 1835.

Due March 14th.

\$2,000.

QUEBEC, November 11th, 1891.

Four months after date, for value received, I promise to pay to the order of The Chinic Hardware Company (Limited) at their office, two thousand dollars.

H. J. BEEMER.

Marked on face :— The Chinic Hardware Co. (Limited). The property of the Union Bank of Canada. Exd.

Marked on back :— The Chinic Hardware Co. William Shaw, Manager and Director. Edmond Dupré, Secretary and Director. Protest warned. The Chinic Hardware Co. William Shaw, Manager and Director.

Exhibit "HJB" 21, for the Crown ; filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

\$1,000.

C. H. C. No. 1834. Due Feb. 14th.

C. B. 44.

QUEBEC, 11th Nov., 1891.

Three months after date, for value received, I promise to pay to the order of The Chinic Hardware Company (Limited), at their office, one thousand dollars.

H. J. BEEMER.

The Chinic Hardware Co. (Limited).

Marked on face : The property of the Union Bank of Canada. Feb. 14th. Paid April 12th, 1892 ; Union Bank of Canada. Exd. 320.

Marked on back : The Chinic Hardware Co., William Shaw, Manager and Director ; Edward Dupré, Secretary and Director. 57 days at 7%, \$10.95.

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Exhibit "HJB" 22, for the Crown, filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

\$1,000.

C. H. C. No. 1944. Due 17th April.

C. B. 54.

QUEBEC, 14th March, 1892.

One month after date, for value received, I promise to pay to the order of The Chinic Hardware Company (Limited), at their office, one thousand dollars.

H. J. BEEMER,

per HARRY G. BEEMER, his Attorney.

The Chinic Hardware Co. (Limited).

Marked on face: The property of the Union Bank of Canada. Paid April 20th, 1892; Union Bank of Canada. R. Exd.

Marked on back: The Chinic Hardware Co., William Shaw, Manager and Director; Edmond Dupré, Secretary and Director. Protest warned, William Shaw, Secretary.

Exhibit "HJB" 23, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

C. H. C. No. 2088.

556.

Due, 19th July, 1892.

QUEBEC, 17th May, 1892.

Sixty days after date, for value received, I promise to pay to the order of the Chinic Hardware Company (Limited), at their office, one thousand dollars.

H. J. BEEMER,

per HARRY G. BEEMER,
his Atty.

The Chinic Hardware Co. (Limited.)

Marked on the face: 100. The property of the Union Bank of Canada. Union Bank of Canada; paid, 19th July, 1892. Exd.

Marked on the back: The Chinic Hardware Co. (Limited.) William Shaw, manager and director. Edmond Dupré, secretary and director.

Exhibit "WRD" 1, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

II. J. BREMER, Esq., Liability with Quebec Bank and the late Jas. G. Ross, Esq.

Promisor and Acceptor.		No.	Date when Received.	With Whom.	Address.	Due.	Drawer or Endorser.	
Dr.	Cr.						Dr.	Cr.	Balance.
4,000		2048	1884 April 2	Quebec & Lake St. John Ry. Co.	W. Withall, J. G. Ross, E. Beaudet.	1884 Aug 3		
3,882		9	do	do	do	Sept 3		
4,000		608	Aug 4	do	do	Dec 7		
3,882		862	Sept 3	2648 Aug 3, W. Withall, J. G. Ross, E. Beaudet	Quebec & Lake St. John Ry. Co.	1885 Jan 6		
4,500		937	do 11	Sept. Quebec & Lake St. John Ry. Co.	Withall, Ross, Beaudet, Gorman.	Jan 13		
	3,882	937	Jan 13	do	do	Feb 4		
	4,500	1625	Dec 5	Ross & Co	do	April 12		
	4,000	608	do 7	Quebec & Lake St. John Ry. Co.	W. Withall, G. Ross, Beaudet	July 16	22,671	R. & Co.
			do 11	do	do	Mar 24	22,671	R. & Co.
	3,882	862	1885 Jan 6	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross, Beaudet	June 22	15,400	H. J. B.
		1625	Feb 4	Ross & Co.	do	April 27	22,671	H. J. B.
		2066	do 20	do	do	July 27	25,000	do
		2228	do 20	do	do	Aug 19	25,000	do
		2066	Mar 24	Ross & Co.	do	May 30	22,671	R. & Co.
		2476	do 24	do	do	Sept 16	35,000	H. J. B.
		2480	April 16	do	do	July 3	22,671	R. & Co.
		2668	do 27	do	do	Oct 16	20,000	H. J. B.
		2755	do 27	do	do	Nov 16	10,000	do
		2946	May 15	Ross & Co.	do			
		2755	do 30	do	do			
		0138	do 30	Ross & Co.	do			
		0266	June 15	do	do			
		7	do 22	do	do			
		2228						

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No.	Date	Payee	Description	Amount	Date	Amount	R. & Co.
0323	do	22 Ross & Co			Aug 25	15,400	R. & Co.
0138	July 3	Ross & Co.			Aug 6	22,671	R. & Co.
0429	do	8 Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross, Beaudet.		1886		
0497	do	16 Ross & Co.			Jan 11		
1856	do	16 Ross & Co.			Nov 18	30,000	
547	do	17 Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross, Beaudet, Gorman		Jan 19		
0559	do	10 Ross & Co.			Nov 18	6,800	
0429	Aug 6	do			Oct 9	22,671	
709	do	do			Nov 18	27,500	
806	do	do			1886		
2688	do	19 Ross & Co.			Jan 13	12,315	
831	do	do			Oct 7	15,400	
323	do	25 Ross & Co.			Jan 13	35,000	
869	do	do			Oct 4	35,000	
1026	Sept 17	do					
2946	do	18 Ross & Co.					
1032	do	do					
1032	Oct 4	do					
869	do	7					
720	do	9					
1238	do	16 Quebec & Lake St. John Ry. Co.	Jas. G., Withall, Beaudet.		April 19		
549	Nov 18	do					
709	do	do					
806	do	do					
266	do	do					
267	Oct 16	do					
1502	Nov 16	do					
1520	do	E. Jackson, Ross & Co.			Feb 20		
1538	do	Ross & Co.			Nov 22	10,000	
831	do	do			Jan 13	30,236	
1520	Jan 13	do					
497	Nov 22	do					
1026	do	do					
1538	do	do					
1999	do	12 Quebec & Lake St. John Ry. Co.	Jas. G. Ross, Withall, Garneau, Beaudet				
559	do	do					
2010	do	19 Quebec & Lake St. John Ry. Co.	J. G. Ross, Withall, Garneau, Beaudet		July 22		
2058	do	20 Beaudet, Chinic, Ross & Co.	E. Beaudet		May 23	1,685	
9	do	do	do		June 23		
1298	April 19	do			Oct 22		
2009	do	19 Quebec & Lake St. John Ry. Co.	Withall, Jas. G. Ross, Renaud.		July 28	41,489	
2058	May 23	do			July 28	7,500	
293	June 16	Ross & Co.			Aug 2	6,000	
465	do	do					

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2857	June 19	June 19	Sept 30	32,508
	do 27		Sept 30	61,678
3,882	Sept 30			75,145
	July 20	Ross & Co	Sept 20	
755	do 19	Quebec & Lake St. John Ry. Co.	Jan 23	44,191
62	Aug 23		Sept 20	20,000
731	Aug 20	Ross & Co	Nov 22	71,077
1089	1887			
4,100		3249 Mar 26		5,200
		1731 Sept 20		55,145
		1087 do 22		35,000
		1089 do 22		36,077
1358	Sept 19	Ross & Co	Dec 20	57,216
1599	Oct 7		Feb 10	10,752
1751	do 20	do	Jan 22	52,846
	do 20	Dec		
	do 28	Quebec & Lake St. John Ry. Co.	May 1	25,000
2022	Nov 18	Ross & Co	Feb 20	40,000
1358	Jan 22	do 20		
1751	do 22	do 20		
1751	do 22			
1751	do 22			
2022	Feb 20			
2462	Dec 20	Ross & Co	April 1	36,749
2022	Feb 20			
2022	do 20	Bal.		
1599	do 10			
2462	April 1			
2462	do 1			
2685	Jan 23	Quebec & Lake St. John Ry. Co.	Nov 4	
3,882				
4,000				
	Oct 28		Sept 18	27,625
	do 15	Ross & Co		
3852	Sept 18			
2685	July 26			
829	do 25	Ross & Co	Sept 28	
841	do 26	Quebec & Lake St. John Ry. Co.	Jan 20	
829	Sept 28			
1611	Oct 10	Ross & Co. in Liq.	Jan 12	25,614
1784	do 26	do	do 29	20,000
3787	Nov 4			
1864	do 2	Ross & Co. in Liq.	Feb 5	7,311
1915	do 5	Quebec & Lake St. John Ry. Co.	May 8	
1611	Jan 12		Jan 4	25,614
		Withall, Est. J. G. Ross		
		P'd		

H. J. BEEMER, Esq., Liability with Quebec Bank and the late Jas. G. Ross, Esq.—Concluded.

Promissor and Acceptor.		No.	Date when Received.	With Whom.	Address.	Dne.	Drawer or Endorser.	
Dr.	Cr.						Dr.	Cr.	Balance.
			1889					
		2792	Jan 27	Quebec & Lake St. John Ry. Co.	Withall, Est. J. G. Ross	Aug 1	20,000	
		1864	Nov 8	do	do		7,311	
4,000	4,000	1915	May do	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Aug 11		
	3,882	4123	Aug 1	do	do	Sept 23		
1,300		892	do 1	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Dec 4		
3,882		927	do 11	do	do			
4,000		4123	do 12	Quebec & Lake St. John Ry. Co.	Whitall, J. G. Ross	Oct 15		
4,000	1,300	892	Sept 23	do	do			
	4,000	1053	Oct 15	do	do			
4,000		1668	do 15	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Dec 18		
	3,882	926	Dec 4	do	do			
3,882		2192	do 4	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Jan 7		
4,000		2576	do 19	do	do	June 24		
	4,000	2576	Mar 21	do	do			
	3,882	2599	April 10	do	do			
	4,000		1890					
4,000		3404	April 10	Quebec & Lake St. John Ry. Co.	Jas. J. Withall	April 13		
3,882		3289	June 24	do	do			
	4,000	3464	April 10	do	do			
	3,882							
7,882	7,882							

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Exhibit "WRD" 2, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

H. J. BEEMER.

		Credit Entries.	Monthly Balances.
1887			
Nov. 2	Discount	\$13,334 30	
15	C	23,037 50	
18	Discount	39,278 90	
	do	21,701 70	
21	C	981 78	
28	C	2,600 00	
30	Balance at Credit		\$13,795 62
Dec. 16	C	1,000 00	
29	Discount	36,079 45	
31	Balance at Credit		9,514 68
1888			
Jan. 4	Discount	13,336 90	
18	C	29,827 43	
20	C	1,000 00	
23	C	4,633 61	
30	Balance at Credit		7,350 99
Feb. 4	C	300 00	
19	C	19,647 22	
23	C	618 50	
23	Discount	23,050 76	
28	C	7,418 83	
28	Discount	21,701 70	
	Balance at Credit		14,990 74
Mar. 21	C	22,100 00	
31	C	600 00	
	Balance at Credit		5,929 95
April 13	Discount	22,500 00	
19	C	91,250 00	
20	Rebate	721 76	
	C	7,128 15	
21	C	23,393 75	
24	C	1,313 45	
25	C	25,869 81	
30	Balance at Credit		6,441 05
30	Balance at Credit		15,331 87
May 14	Discount	21,808 40	
20	do	43,500 90	
30	C	400 00	
31	Balance at Credit		17,882 46
June 22	C	283 68	
	C	920 25	
23	C	10,000 00	
25	Discount	13,355 76	
27	do	60,714 82	
30	Balance at Credit		20,278 87
July 18	C	2,204 65	
19	C	1,271 90	
	Discount	74,366 80	
20	C	3,763 39	
29	C	5,771 47	
30	Balance at Credit		9,002 42
Aug. 1	C	23,037 50	
20	Discount	92,998 66	
25	do	21,808 36	
29	do	13,355 76	
31	Balance at Credit		1,869 36
Sept. 5	C	23,037 50	
19	Discount	56,350 71	
29	C	73 48	
30	Balance at Credit		13,713 77

H. J. BEEMER.—Continued.

		Credit Entries.	Monthly Balances.
Oct.	10. Discount	21,812 06	
	18. C	6,173 51	
	20. Discount	51,883 20	
	28. C	3,857 32	
	C	9,817 81	
	31. Balance at Credit		18,895 72
May	1. C	4,549 03	
	5. C	800 00	
	15. Discount	27,052 83	
	18. C	524 51	
	28. C	489 93	
	29. C	540 00	
June	7. C	16,829 00	
	15. C	6,100 00	
	20. C	35,338 34	
	27. C	6,000 00	
	30. Balance at Credit		15,438 53
July	16. C	8,983 00	
	23. C	3,000 00	
	25. C	20,493 32	
	26. C	3,763 40	
	27. C	18,896 95	
	30. C	1,900 00	
	31. Balance at Credit		13,944 22
Aug.	1. do do		13,944 22

Exhibit "WRD" 3, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

In re H. J. BEEMER.

Balance at Credit 26 June, 1887	\$2,680 01
do do 18 July, 1887	2,019 33
do Debit 18 Sept., 1887	3,272 09
do Credit 19 Oct., 1887	3,833 69
do do 17 Jan., 1888	3,335 24
do do 14 May, 1888	5,280 43
do do 20 do 1888	27,627 47

I hereby certify that the above is correctly extracted from the books of the Quebec Bank here, and shows a true statement of the balances (Debit or Credit, as the case may be), of H. J. Beemer's Deposit Account with the Quebec Bank upon the evening of the dates therein mentioned.

Quebec, 1st October, 1892.

For the Quebec Bank,

WM. R. DEAN,

Inspector.

Edgar versus Caron.

Exhibit "JG" 1, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1370.

\$5,000.

QUEBEC, 4th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, five thousand dollars.

ROSS & Co.

Exhibit "JG" 2, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1379.

\$4,750.

QUEBEC, 9th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, four thousand seven hundred and fifty dollars.

ROSS & Co.

Exhibit "JG" 3, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1380.

\$5,250.

QUEBEC, 9th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, five thousand two hundred and fifty dollars.

ROSS & Co.

Exhibit "JG" 4, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1409.

\$5,000.

QUEBEC 18th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, five thousand dollars.

ROSS & Co.

Exhibit "JG" 5, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1411.

\$4,406.59.

QUEBEC, 19th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, four thousand four hundred and six $\frac{59}{100}$ dollars.

Pro. ROSS & Co.,
JAMES GEGGIE.

Exhibit "ARMc" 1, for the Crown ; filed 4th October, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

THIS AGREEMENT, made this 21st day of September, 1886, between the Temiscouata Railway Company, hereinafter called the company, of the one part, and John J. McDonald, of the city of Ottawa, contractor, and Edward D. Boswell, of the city of Toronto, accountant, carrying on business under the name of McDonald & Boswell, and hereinafter called the contractors, of the other part.

WHEREAS the company has been duly incorporated for the construction of a railway between Rivière du Loup in the province of Quebec and Edmundston in the province of New Brunswick, and is entitled to the two certain subsidies for aid hereinbefore granted by the Government of Canada and also by the provinces of Quebec and New Brunswick and is also entitled to a subsidy of \$25,000 granted by the municipality of Fraserville on the terms and conditions set forth in the by-law duly passed by that municipality. The company may hereafter receive further Government or municipal aid.

AND WHEREAS the company is desirous of having the line of railroad authorized to be built by it commenced and completed without avoidable delay on the line and course to be approved by the Governor in Council of the Dominion of Canada and in accordance with the contract made and entered into between the company and Her Majesty the Queen, represented by the Minister of Railways and Canals, and also in accordance with the contracts and agreements made or to be made with the Governments of Quebec and New Brunswick and in a manner to be approved of by the several Governments of Canada and the said provinces.

AND WHEREAS the contractors have agreed for the consideration hereinafter set forth to undertake and complete the said work in the manner aforesaid.

NOW THIS AGREEMENT WITNESSETH that the said contractors, for themselves, their heirs, executors and administrators, hereby covenant, promise and agree with the said company, their successors and assigns, that they, the said contractors, shall and will forthwith commence and carry on to completion without avoidable delay the construction of the line of railway of the said company from a point on the Intercolonial Railway at Rivière du Loup in the province of Quebec to Edmundston in the province of New Brunswick, by the line of

Edgar versus Caron.

Lake Temiscouata and the River Madawaska, provided that course for the construction of the railway be approved of by the Governor General in Council; such railway to be built and completed in all respects in accordance with the contract and specification made and entered into between the company and Her Majesty Queen Victoria, represented therein by the Minister of Railways and Canals and bearing date the twenty-first day of June, 1886.

AND the contractors further covenant and agree that they will build and construct the said railway in such a manner as shall be approved of by the respective Governments of the provinces of Quebec and New Brunswick and in accordance with the contracts and agreements with the said Governments so as to entitle the company to receive the subsidy or Government aid granted by the said Governments respectively.

And for the consideration aforesaid, and as payment for the work to be done by the said contractors, the said company hereby assign and transfer unto the said contractors, their executors, administrators and assigns, all of the said subsidy or aid at the rate of \$6,000 per mile on the length of the said road, not exceeding eighty-three miles, payable to the said company by the Government of Canada, and also the subsidy from the Government of the province of Quebec of \$3,200 per mile on the length of the road within the province of Quebec, and also the further subsidy and the right to receive from the last mentioned Government the sum of \$3,500 per mile on the said length out of the proceeds of the land to the extent of 10,000 acres per mile, heretofore granted in aid of the said road by the Government of the province of Quebec, and all the right to the interest of the said company in the said lands, and also the subsidy of \$3,000 per mile heretofore granted by the Legislature of the province of New Brunswick on the length of the road in the said province, being a distance of about twelve miles, with the right to the said contractors and their assigns, to receive and collect the said several subsidies and said sums of money from the said several Governments when and as the same become payable under the contracts or agreements between the said company and the said several governments, and in proportion as the work of constructing and completing the said line of railway progresses, and according to the certificates to be from time to time given by the engineers of the said several governments.

And the said company for the consideration aforesaid, hereby also assigns and transfers to the said contractors, their executors, administrators and assigns, the subsidy or bonus of \$25,000 heretofore granted to the said company by the municipality of Fraserville, with the right to receive the same, and the said company also hereby covenants and agrees to pay to the said contractors the sum of \$12,500 in payment and compensation for the expenses heretofore incurred by the contractors at the request of the company, in making a survey of the several proposed lines and routes for the said railway.

And the said company also covenants and agrees to make and deliver to the said contractors for the consideration aforesaid and in addition to the subsidies hereinbefore assigned, bonds to be lawfully made and issued by the said company in pursuance of their power in that behalf, and to be a first mortgage charge on the said railway and to be secured by a mortgage in favour of trustees in pursuance of the provision in the letters patent incorporating the company in that behalf to the amount of \$5,000 for each mile of railway to be built in pursuance of this agreement; which said first mortgage bonds shall be made, created and executed by the company as hereinbefore provided and shall be deposited in the hands of two trustees, one of whom shall be named

by the company and one by the contractors, upon trust, to hand over and deliver the said bonds to the contractors from time to time as the work progresses and in the same proportion as the subsidy of the Dominion Government is payable on the certificate of its engineer.

And the said company do further covenant and agree with the said contractors that they, the said company, will from time to time make and issue to the said contractors as paid up stock in the said company for which the said contractors shall subscribe or which, so far as the said stock has already been subscribed for, the said company shall procure to be assigned to the said contractors and their assigns shares or stock in the said company to the amount of \$491,000 and which shall be made, issued or transferred to the said contractors as shares or capital stock paid up in full from time to time as the work progresses and in the same proportion as the subsidy of the Dominion Government is payable to the contractors as hereinbefore provided.

And the said company do hereby nominate and appoint irrevocably the said contractors their true and lawful attorneys for the said company and in its name to collect and receive from the several Governments of the Dominion of Canada and of the provinces of Quebec and New Brunswick and from the municipality of Fraserville and from any other municipality which may hereafter grant a subsidy or bonus in aid of the said company, all those the said several bonuses, subsidies and railway aid hereinbefore assigned and granted or to be granted to the said company and to which it is now or may hereafter be entitled, with power to the said contractors and the survivors of them and the executors or administrators of such survivor to substitute another attorney or attorneys in the place or stead of the said contractors to act as the attorney for the said company, and from time to time to revoke such substitution and to make another in place thereof, hereby ratifying and confirming all that the said contractors or any attorney or attorneys substituted by them shall lawfully do for the company in the premises and on payment of any of the moneys under the power hereinbefore given, the said contractors and any attorneys to be substituted by them are hereby authorized to grant releases and discharges for and in the name of the company.

It is hereby agreed that the bonds of the company so to be made as aforesaid shall be the only issue of first mortgage bonds to be made by the company and bear interest at a rate not exceeding six per cent. per annum, and shall be payable at such a period (not exceeding fifty years) as the contractors may name, but not less than twenty-seven years from the date, but that no interest thereon shall be payable by the company until they are issued and delivered from time to time to the contractors by the trustees as the work progresses.

In witness whereof the said company have hereunto affixed their corporate seal, and the president and secretary thereof have put their signatures, and the said contractors have put their hands and seals the day and year first above-written.

Signed, sealed and delivered in presence of

HECTOR CAMERON.

JOHN J. McDONALD, President.

E. CREAM, Secretary.

McDONALD & BOSWELL.

JOHN J. McDONALD.

E. D. BOSWELL.

Edgar versus Caron.

Exhibit "APC" 1, for the Crown; filed 27th October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC, 4th February, 1887.

Received from Sir A. P. Caron, five thousand for legal expenses and disbursements.

THOS. MCGREEVY.

QUEBEC, 9th February, 1887.

Received from Sir A. P. Caron ten thousand dollars for legal expenses for district.

THOS. MCGREEVY.

QUEBEC, 18th February, 1887.

Received five thousand dollars from Sir A. P. Caron for disbursements and legal expenses.

THOS. MCGREEVY.

QUEBEC, 20th February, 1887.

Received five thousand from Sir A. P. Caron for disbursements and expenses.

THOS. MCGREEVY.

Subpœna; filed 27th October, 1892.

GUS. HAMEL,
Clerk, R. C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To the Honourable Thomas McGreevy, of the city of Quebec, actually at the place called Fraserville, in the county of Temiscouata, province of Quebec.

We command you, under penalties of the law, to appear before us in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten in the forenoon, on the twenty-seventh day of September, to give evidence in this affair, and you shall have to be present, day by day,

until legally liberated. And we further command you to bring with you, then and there, and produce all books, bank books, cheque books, cheque stubs, receipts, letters, orders, papers and vouchers relating to the receipts and to the payments of election expenditures while you acted as political treasurer of the Conservative party in the district of Quebec.

Given under our Seal, in the City of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

FRASERVILLE, 22nd September, 1892.

I, the undersigned Bailiff of the Superior Court for the district of Kamouraska, residing at Fraserville, hereby certify under my oath of office that on the 22nd September, inst., between 8 and 9 o'clock in the forenoon, I served this original subpoena on the Hon. Thomas McGreevy, the witness elsewhere named, leaving with him a copy hereof, duly certified, at his domicile at Fraserville, speaking to a reasonable person of his household at his said domicile, and to him exhibiting then and there this original. The distance from the domicile of the said witness to the Court House at Quebec, is 118 miles, and from my residence to the place of service is 3 miles.

A. T. CHAMBERLAND,

B. S. C.

CANADA.
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. J. McDonald, of the town of Fraserville, district of Kamouraska, railway contractor.

We command you, under penalties of the law, to appear before us in our Court-house in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the fourth day of October, next, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence and papers of any kind relating to the purchase by him of his interest in the Temiscouata Railway, and all vouchers, notes or cheques connected with, and books containing entries

Edgar versus Caron.

relating to the payment by him of the consideration therefor, and all vouchers, notes or cheques connected with, or books containing entries relating to the payment of moneys to aid in the election of Sir Adolphe Caron or other members or supporters of the Government of which he was a member since the said J. J. MacDonald acquired an interest in said railway and became beneficially interested in the Dominion subsidies to said railway.

Given under our Seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, the undersigned, sworn Bailiff of the Superior Court for the district of Kamouraska, residing at Fraserville, hereby certify under my oath of office, that on the 1st October, instant, between noon and one o'clock in the afternoon, I served this original subpoena upon John J. McDonald, the witness elsewhere named, leaving with him a duly attested copy hereof at his domicile at Fraserville, speaking to a reasonable person of his family, and exhibiting unto him then and there this original.

Fraserville, 1st October, 1892.

A. T. CHAMBERLAND,
B. S. C.

CANADA, }
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To John J. McDonald, of River du Loup, railway contractor, presently in the city of Montreal.

We command you, under penalties of law, to appear before us in our Court-house at Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the eleventh day of October, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence and papers of any kind relating to the purchase by him of his interest in the Temiscouata Railway, and all vouchers, notes or cheques connected with and books containing entries relating to the payment by him of the consideration therefor, and all vouchers, notes and cheques

connected with or books containing entries relating to the payment of moneys to aid in the election of Sir Adolphe P. Caron or other members or supporters of the Government of which he was a member since you acquired an interest in said railway and became beneficially interested in the Dominion subsidies to said railway.

Given under our Seal, in the city of Quebec, this fourth day of October, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, the undersigned, residing in the city of Montreal, one of the sworn bailiffs of Her Majesty's Superior Court for Lower Canada, appointed and acting in and for the district of Montreal, do hereby certify and return under my oath of office, that on the fifth day of October, one thousand eight hundred and ninety-two, between the hours of three and four o'clock in the afternoon, I did serve the within subpoena on John J. McDonald, the within named witness, by leaving a true certified copy thereof by speaking to and leaving the same with himself in person in the city of Montreal.

The distance from the Court-house, in the city of Montreal, and from my domicile to aforesaid place of service is over one mile, and that I did necessarily travel to effect said service the distance of over one mile.

Montreal, 5th October, 1892.

JOS. SIPLING,
B. S. C.

Fees \$1.00.

Subpœna ; filed 23rd September, 1892.

G. HAMEL,
Clerk, R. C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. Israel Tarte, of the city and district of Montreal, editor.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-sixth day of September,

Edgar versus Caron.

instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence, vouchers or documents of any kind relating to the sale to J. J. McDonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any one beneficially interested in the subsidies to said railway for election purposes, to aid in the election to the House of Commons of Sir Adolphe Caron, or other members or supporters of the Government of which he was a member.

Given under our seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, the undersigned, residing in the city of Montreal, one of the sworn Bailiffs of Her Majesty's Superior Court for Lower Canada, appointed and acting in and for the district of Montreal, do hereby certify and return under my oath of office, that on the twenty-second day of September, one thousand eight hundred and ninety-two, between the hours of eleven and twelve of the clock, in the forenoon, I did offer to Israel Tarte, the sum of thirteen dollars, currency of Canada, as conduct money to the city of Quebec, to give evidence before the Royal Commission in the case of Sir A. P. Caron, which he accepted.

The distance from the Court-house, in the city of Montreal, and from my domicile to the aforesaid place of service is over one mile, and that I did necessarily travel to effect said service the distance of over one mile.

Montreal, 22nd September, 1892.

JOS. SIPLING,

Fees, \$1.

B.S.C.

I, the undersigned, one of the sworn Bailiffs of Her Majesty's Superior Court, appointed and acting in and for the district of Montreal, residing in the city of Montreal, hereby certify and return under my oath of office, that I did, on the nineteenth day of September, eighteen hundred and ninety-two, between the hours of six and seven of the clock, in the afternoon, serve the within original subpoena on the within named witness, J. Israel Tarte, by speaking to and leaving a true and certified copy thereof with a grown and reasonable person of his family, at his domicile, in the said city of Montreal. The distance from the Court-house, in the city of _____, to said place of service is one hundred and eighty miles, and from my residence to place of service is two miles.

Montreal, 19th September, 1892.

FRANCIS B. GODIN,

Fees, \$1.

B.S.C.

Subpœna ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADA.
Province of Quebec, }
District of Quebec. }

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

GREETING :

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Ernest Wurtele, of the city of Quebec, district of Quebec.

We command you, under penalties of the law, to appear before us in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the thirtieth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all contracts, agreements, books, papers or correspondence relating to the construction of the Quebec and Lake St. John Railway or the financing therefor, and all cheques, notes, cheque stubs, vouchers, bank pass books, books of account or any other papers, letters or documents relating to or containing entries relating to the payments of money to Sir Adolphe Caron, or relating to contributions for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

Given under our Seal in the city of Quebec, this twenty-ninth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

QUEBEC, 29th September, 1892.

I, Adrisse Dion, sworn Bailiff of the Superior Court for the province of Quebec, appointed in and for the district of Quebec, and residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office that on the 29th day of September, instant, between four and five in the afternoon, I personally served this subpœna on Ernest Wurtele, of the city and district of Quebec, speaking to him at his office in the city of Quebec, delivering unto him true certified copies hereof and exhibiting, then and there, unto him this original.

ADRISSE DION,
B. S. C.

Edgar versus Caron.

CANADA.
Province of Quebec,
District of Quebec. }

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

GREETING :

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To P. B. Dumoulin, of the city of Quebec, manager of La Banque du Peuple at Quebec.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the thirtieth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all the books showing discounts and deposits as well as general accounts of Sir Adolphe Caron, and of the Hon. Thos. McGreevy, during the period from 1882 to 1891, when subsidies were granted for the construction of the Lake St. John Railway and the Temiscouata Railway.

Given under our seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, Adrisse Dion, sworn Bailiff of the Superior Court for the province of Quebec, appointed in and for the district of Quebec, and residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office, that on the 29th September, instant, between 4 and 5 o'clock in the afternoon, I personally served this present subpoena on Ernest Wurtele, of the city and district of Quebec, speaking to him at his office in the city of Quebec, delivering to him true certified copies hereof and exhibiting unto him, then and there, this present original.

QUEBEC, 29th September, 1892.

ADRISSE DION,
B. S. C.

CANADA,
Province of Quebec,
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To E. D. Boswell, secretary of the Temiscouata Railway, of the town of Fraserville, district of Kamouraska.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the fourth day of October, next, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further comuand you to bring with you, then and there, and produce all books showing the dates of the receipt and payment or disposal of Dominion subsidies.

Given under our Seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

QUEBEC, 1st October, 1892.

I, Adrisse Dion, sworn Bailiff of the Superior Court of the province of Quebec, appointed in and for the district of Quebec, residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office, that on the 1st October, instant, between 10 and 11 in the forenoon, I personally served this subpœna on M. P. B. Dumoulin, of the city of Quebec, manager of La Banque du Peuple, Quebec, speaking personally to him at La Banque du Peuple, in the city of Quebec, delivering unto him true certified copies hereof, and to him exhibiting this original.

ADRISSE DION,
B. S. C.

CANADA,
Province of Quebec,
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile

Edgar versus Caron.

Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To E. D. Boswell, secretary of the Temiscouata Railway Company, of the district of Kamouraska, of the town of Fraserville, actually in the city of Toronto, province of Ontario.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the eleventh day of October, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing dates of the receipt and payment or disposal of Dominion subsidies.

Given under our Seal, in the city of Quebec, this fourth day of October, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

(*True copy.*)

A true copy of the within subpoena was served by me, the undersigned, on E. D. Boswell, within named, at the Queen's Hotel, in the city of Toronto, in the province of Ontario, this sixth (6th) day of October, 1892, and at the time and place aforesaid I paid the said E. D. Boswell the sum of \$40.00 (forty dollars) conduct money and expenses.

E. SCOTT GRIFFIN,
32 Church Street, Toronto.

CANADA. }
Province of Ontario. } To Wit :
County of York. }

I, Edward Scott Griffin, of the city of Toronto, in the county of York and province of Ontario, solicitor, being duly sworn, make oath and say as follows :

1. That I did on Thursday, the 6th day of October, 1892, personally serve E. D. Boswell, in the subpoena hereunto annexed named, with a true copy of the said subpoena hereunto annexed by delivering such copy to and leaving the same with the said E. D. Boswell at the Queen's Hotel in the city of Toronto in the said county of York.

2. That at the time of making the said service, I showed the said E. D. Boswell the said original subpoena hereunto annexed and paid him the sum of forty dollars (\$40.00) as and for his conduct money, witness fees and expenses, said sum being sufficient, as I am informed and believe, for that purpose.

3. That I did afterwards on the said day make the endorsement which appears on the said annexed subpoena.

E. H. GRIFFIN.

Sworn before me at the city of Toronto, in }
the county of York, and province afore- }
said, this 5th day of October, 1892. }

CHARLES SWABEY.

A Notary Public in and for the prov. of Ontario.

Subpœna ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Horace J. Beemer, of the city and district of Montreal, contractor.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-third day of September, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all contracts, agreements, books, papers or correspondence relating to the construction of the Quebec and Lake St. John Railway, or the financing therefor, and all cheques, notes, cheque stubs, vouchers, bank pass books, books of account, or any other papers, letters or documents relating to or containing entries relating to the payments of money to Sir Adolphe Caron, or relating to contributions for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

Given under our Seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, the undersigned, residing in the city of Montreal, one of the sworn Bailiffs of Her Majesty's Superior Court for Lower Canada, appointed and acting in and for the district of Montreal, do hereby certify and return under my oath of office that on the 21st day of September, one thousand eight hundred and ninety-two, between the hours of five and six of the clock in the afternoon, I did tender the within named witness, H. J. Beemer, the sum of thirteen dollars as conduct money on the within subpoena, which he accepted, the said tender being made personally to the said witness.

The distance from the Court-house, in the city of Montreal, and from my domicile to aforesaid place of service is one mile, and that I did necessarily travel to effect said service the distance of one mile.

Montreal, 21st September, 1892.

WM. SIPLING,
B.S.C.

Fee \$1.

Edgar versus Caron.

I, the undersigned, one of the sworn Bailiffs of Her Majesty's Superior Court, appointed and acting in and for the district of Montreal, residing in the city of Montreal, hereby certify and return under my oath of office that I did on the 19th day of September, eighteen hundred and ninety-two, between the hours of six and seven of the clock, in the afternoon, serve the within original subpoena on the within named witness, H. J. Beemer, by speaking to and leaving a true and certified copy thereof with a grown and reasonable person of his family at his domicile in the said city of Montreal. The distance from the Court-house in the city of Montreal to said place of service is one hundred and eighty miles, and from my residence to place of service is two miles.

Montreal, 19th September, 1892.

FRANCIS B. GODIN;

B.S.C.

Fee \$1.

Subpœna; filed 21st September, 1892.

G. HAMEL,

Clerk, R. C.

CANADA.

Province of Ontario, } To wit:
County of Carleton.

In the matter of the Royal Commission appointed to take evidence respecting certain charges made against the Honourable Sir Adolphe P. Caron.

I, James Hughes, of the city of Ottawa, in the county of Carleton, and province of Ontario, Sergeant of Police, make oath and say:

1. That I did on Thursday, the fifteenth of September, A. D. 1892, personally serve Louis Kossuth Jones, the person therein named, with a true copy of the subpoena hereunto annexed by delivering the same to and leaving the same with the said Louis Kossuth Jones on the day last aforesaid at the said city of Ottawa.

2. At the time of such service as aforesaid, I did pay to the said Louis Kossuth Jones the sum of twelve dollars as and for conduct money.

3. Subsequently, I did make upon such original subpoena so served an endorsement of the date of such service and payment.

JAMES HUGHES.

Sworn before me at the city of Ottawa, }
in the county of Carleton, this six- }
teenth day of September, A.D. 1892. }

W. E. HODGINS,

A Commr. &c., Notary Public, &c.

Served personally L. K. Jones with true copy of the within subpoena, on Thursday, the 15th day of September, 1892, and at the same time gave him the sum of twelve dollars for conduct money.

JAMES HUGHES.

CANADA,
Province of Quebec }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Louis Kossuth Jones, of the city of Ottawa, in the county of Carleton and province of Ontario, secretary to the chief engineer of Government Railways.

We command you, under penalties of the law, to appear before us, in our Court-house, at the city of Quebec, at the place of sittings of said Commission, at half-past ten in the forenoon, on the twentieth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all papers and documents in charge of the Department of Railways and Canals relating to the Quebec and Lake St. John Railway and the Temiscouata Railway, together with the descriptive index to such papers.

Given under our seal, in the city of Quebec, this thirteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

Subpœna ; filed 21st September, 1892.

G. HAMEL,

Clerk, R. C.

Served personally M. G. Dickieson with a true copy of the within subpœna, on Thursday, 15th September, 1892, and gave him at the time of such service the sum of twenty-five dollars as conduct money.

JAMES HUGHES.

Edgar versus Caron.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Matthew G. Dickieson, of the city of Ottawa, in the county of Carleton, province of Ontario, chief accountant of the Finance Department.

We command you, under penalties of the law, to appear before us, in our Court-house, at the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twentieth day of September, inst., to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all certificates from the Auditor General, powers of attorney, cheques and vouchers relating to the payment of the subsidies granted to the Quebec and Lake St. John Railway and the Temiscouata Railway.

Given under our Seal, in the city of Quebec, this thirteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

CANADA, }
Province of Ontario, } To Wit:
County of Carleton. }

In the matter of the Royal Commission appointed to take evidence respecting certain charges made against the Honourable Sir Adolphe P. Caron.

I, James Hughes, of the city of Ottawa, in this county of Carleton and province of Ontario, sergeant of police, make oath and say :

1. That I did, Thursday, the fifteenth day of September, A.D. 1892, personally serve Matthew G. Dickieson, the person therein named, with a true copy of the subpoena hereunto annexed, by delivering the same to and leaving the same with the said Matthew G. Dickieson, on the day last aforesaid at the said city of Ottawa.

2. At the time of such service as aforesaid, I did pay to the said Matthew G. Dickieson the sum of twenty-five dollars as and for his conduct money.

3. Subsequently, I did make upon such original subpoena an endorsement of the date of such service and payment.

JAMES HUGHES.

Sworn before me at the city of Ottawa, }
in the county of Carleton, this sixteenth }
day of September, A.D. 1892. }

W. E. HODGINS,

A Commr., &c., Notary Public, &c.

Subpœna; filed 20th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

CANADA. }
Province of Quebec. }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. G. Scott, Esq., of the city of Quebec, secretary of the Quebec and Lake St. John Railway Company.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-first day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing dates of the receipt and payment or disposal of Dominion subsidies.

Given under our Seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, the undersigned, sworn Bailiff of the Superior Court for the province of Quebec, appointed for the district of Quebec, residing in the city of Quebec, No. 16, St. Gabriel street, hereby certify under my oath of office, that on the 19th September, 1892, between six and seven in the afternoon, I did personally

Edgar versus Caron.

serve this subpoena on J. G. Scott, Esq., of the city of Quebec, secretary of the Quebec and Lake St. John Railway Company, at his domicile in Quebec, the witness therein named, speaking to a reasonable person of his family, delivering unto him a true certified copy thereof and there and then exhibiting unto him the original.

QUEBEC, 19th September, 1892.

OLIVIER BROUSSEAU,
B.S.C.

Subpœna; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. G. Scott, Esq., of the city of Quebec, secretary of the Quebec and Lake St. John Railway Construction Company.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-first day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all contracts, sub-contracts, and agreements in connection with the construction of, or financing for, the Quebec and Lake St. John Railway; and also the minute books and books of account of the company and any books showing the receipt or transfer of any Dominion subsidies.

Given under our Seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, the undersigned, Oliver Brousseau, sworn Bailiff of the Superior Court for the province of Quebec, St. Gabriel Street, No. 16, hereby certify under my oath of office that on the 19th day of September, 1892, between six and seven in the afternoon, I did personally serve this subpoena on J. G. Scott, Esq., of

the city of Quebec, secretary of the Quebec and Lake St. John Railway Construction Company, at his domicile at Quebec, the witness therein named, speaking to a reasonable person of his family, delivering unto him a true certified copy thereof and exhibiting, then and there, unto him this original.

OLIVIER BROUSSEAU,
B.S.C.

QUEBEC, 19th September, 1892.

Subpcena ; filed 29th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING:—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada and one of her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. Stevenson, the Manager of the Quebec Bank, Quebec.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-ninth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing the discount and deposit and general accounts of Sir Adolphe Caron and Thomas McGreevy, during the period from 1882 to 1891, while subsidies were being granted for the construction of the Quebec and Lake St. John Railway and the Temiscouata Railway.

Given under our Seal, in the city of Quebec, this twenty-sixth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

Edgar versus Caron.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Frank Ross, James Geggie and Antoine Bonhomme, all of the city of Quebec, the former, merchants, and James Geggie and Antoine Bonhomme, accountants.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten o'clock of the forenoon, on the twenty-third day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated.

And we further command you to bring with you, then and there, and produce all agreements, vouchers, papers, correspondence or books connected with the Quebec and Lake St. John Railway Company, or the construction thereof, or the financing therefor, and also all notes or vouchers, books containing entries relating to payments to or for Sir Adolphe Caron while the late J. G. Ross was connected with the construction of or financing for the said railway, or beneficially interested in the Dominion subsidies thereto.

Given under our Seal, in the city of Quebec, this twenty-second day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, Adrisse Dion, sworn Bailiff of the Superior Court for the province of Quebec, appointed in and for the district of Quebec, and residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office, that on the 22nd September, instant, between five and seven in the afternoon, I personally served this subpoena on Frank Ross, Esq., speaking to a reasonable person of his family at his domicile, St. Foy Road, and on James Geggie Ross, speaking to himself at the office of Mr. Ross, in lower town, Quebec, delivering unto them, there, true certified copies hereof, and there and then exhibiting unto them this original.

I certify, moreover, that the distances from the domiciles of the said witnesses to the Court-house at Quebec is seven miles, and from my domicile to the place of service is at least seven miles.
Quebec, 22nd September, 1892.

ADRISSE DION,
B.S.C.

CANADA.
 Province of Quebec, }
 District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Dr. Grandbois, member of Parliament for the county of Temiscouata, and A. R. Macdonald, Superintendent on the Intercolonial Railway, both of the town of Fraserville, district of Kamouraska.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sitting of said Commission, at half-past ten of the forenoon, on the fourth day of October, next, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence, papers, vouchers or documents of any kind relating to the sale to J. J. McDonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any person beneficially interested in the subsidies to said railway, for election purposes, to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

Given under our Seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
 M. M. TAIT,

Commissioners.

I, the undersigned, a sworn Bailiff of the Superior Court for the district of Kamouraska, residing at Fraserville, hereby certify under my oath of office, that on the 1st October, instant, between two and three in the afternoon, I served this original subpoena on A. R. McDonald and P. E. Grandbois, the witnesses elsewhere named, leaving with each of them a duly certified copy thereof, at their respective domiciles at Fraserville, speaking to A. R. McDonald himself, and as to P. E. Grandbois, to a reasonable person of his family at his said domicile, exhibiting to them, there and then, this original.

I certify, moreover, that, in serving this subpoena on the said witnesses, I tendered to each of them a sum of ten dollars to defray their travelling expenses, which they did accept.

Fraserville, 1st October, 1892.

A. T. CHAMBERLAND,
B.S.C.