

**Railway Location and Construction, B.C.**

Not an uncommon thing to make estimates from time to time of the probable expenditure necessary to complete the work—but no such estimates.

23303. Is it the practice in your Department to make estimates from time to time of the probable expenditure requisite for the completion of the works?—Yes; it is not an uncommon thing at all.

23304. Last summer shortly after we commenced this investigation, we asked for estimates at that time of the probable expenditure for the completion of the works upon the different sections then under construction. We have never got that estimate: do you know whether there was any estimate of that kind made?—I know of nothing prior to the date you speak of, June. I have made estimates subsequently.

23305. It was during our investigation we wanted to know the probable future cost of some works, and we still think such estimates would be useful to us: are there any such estimates in the custody of the Department?—Not prior to that date.

23306. But immediately afterwards; I think they were asked for about August?—I do not think it will be difficult to get them. I think you will find them published in connection with the discussion on the Pacific Railway last Session, in the *Hansard*, I think.

23307. Is there any other matter connected with the Pacific Railway upon which you can inform us concerning matters which happened before the 16th June, 1880?—No; as I told you, I know nothing whatever prior to the date I was connected with the road, nothing whatever, and I think you have questioned me upon everything subsequent to that date that I know of.

HON. A. MACKENZIE.

OTTAWA, Monday, 26th September, 1881.

ALEXANDER MACKENZIE, sworn and examined:

*By the Chairman:—*

Had charge of affairs of Canadian Pacific Railway as Minister of Public Works.

23308. You had charge of the affairs of the Canadian Pacific Railway as Minister of Public Works for some period?—Yes.

23309. For what period?—During the whole period of my Administration.

Took office in November, 1873, and resigned 14th October, 1878.

23310. Do you remember the dates?—I think we took office about the 7th or 8th of November, 1873, and I think I resigned on the 14th of October, if I recollect right, 1878.

23311. Could you describe, generally, the progress which had been made in the undertaking at the time you took charge?—Some surveyors had been out two years before that, or nearly two years. I don't remember the precise expenditure, but it will be found in the Department, of course.

23312. What at that time did you consider to be the results of the previous operations?—Well, I think there were no results.

23313. Did the engineers, in effect, inform the Government that any particular results had been accomplished by the previous examinations of the country?—I think not. I don't think the Government were in possession of opinions from the engineers, which would justify them in taking any decided action at that time.

23314. Could you say how soon after you had charge of the Department, it was assumed that sufficient information was gathered from the

When witness took office the Government were not in possession of opinions from the engineers which would justify them in taking decided action.

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examinations of the country to justify decided action?—No; I could not at the moment say that. Early in 1874, Mr. Fleming discovered that the route that he himself favoured at the time, crossing from the Upper Thompson River nearly in a direct line to Big Bend, on the Fraser and the Chilcotin Valley, was impracticable, and it was decided to explore the country north of the Cariboo Mountains, following the line of the Fraser to Fort George, thence following the line laid down upon the map to the head of the Chilcotin River, striking the explored line to Bute Inlet. This line was ultimately adopted as far as Fort George east—from Jasper House to Fort George.

Early in 1874, Fleming discovered that the route he favoured was impracticable, and it was decided to explore the country north of the Cariboo Mountains.

23315. As to the particular portions of the country to be surveyed, did Mr. Fleming exercise his own discretion or was he governed by the directions of yourself, or any other Members of the Government?—Well, the line of examination must of necessity be confined to questions of fact in connection with the object of the Commission, and I may say at once that I decline all examinations upon the policy of the Administration, and guarding myself with that declaration, as the question is somewhat of a leading one, I answer it by saying that Mr. Fleming was the sole director of the surveys, he consulting myself as Minister frequently, of course, very frequently; but I always depended upon Mr. Fleming and upon the best information from his subordinates, and he was always allowed most perfect liberty and authority in conducting the surveys which were wholly upon his responsibility—we, of course, having the political responsibility as usual.

**Surveys.**

Witness declines all examination upon the policy of the Administration.

Fleming was the sole director of the surveys though frequently consulting him as Minister.

23316. As you have alluded to the subject of the policy of the Government, and decline to be questioned upon it, I think it right to say that we endeavour to deal with a Government policy, each policy in its turn—as the most perfect that could be devised, having, no intention to criticise it; but inasmuch as it may happen that in carrying out this policy the officers of a Department may sometimes act not strictly in conformity with it, either by intention or otherwise, we therefore consider it proper to investigate the details of the administration of the Department without intending by that course to question in any way the propriety of the policy of the Government. When I say policy, I mean the principles of government adopted by the Ministry as a whole. We have not forgotten that under this Commission we are servants appointed by the Crown alone, and as such we have no desire to interfere with the privileges of the people whenever they conflict in any way with the Royal prerogative, and I may say that after considering this subject in order to decide how far we should investigate the acts of a Department, we have concluded that we may enquire into its doings, not only by its subordinates, but by its head, and that we may ask first to be informed whether there was a defined Government policy on any given matter in order that we may see distinctly the line dividing the field of our enquiry from that upon which we may not enter. At present we are seeking to investigate the acts of the Department, the details of its administration, whether between officials themselves or between them and private individuals who were dealing with that Department?—Yes. Well, I have indicated the policy that I conceive to be the only constitutional one, and I intend to be guided by that declaration; but of course I am desirous of giving you the information in my power apart from that.

The Chairman defines the field of enquiry within the scope of the Commission.

23317. Could you say whether the Engineer-in-Chief was directed to adopt any different method in the surveys of the country from that

Fleming was not directed to adopt any method of survey different

**Surveys.**

from that he had previously adopted.

which he had previously adopted?—I do not think he was. In fact, I am sure he was not.

The plan upon which Fleming proceeded.

23318. Then, as I understand you, he was left to his own discretion as to the manner in which he would make the different examinations of the various localities?—Yes; the theory upon which he proceeded was this: to have exploratory surveys in various directions in the first place; and to be guided by those exploratory surveys before making instrumental surveys. By instrumental surveys I mean the trial location line. Of course instruments may have been used, in many places, to ascertain levels and grades for short pieces, where there was no insrumental survey proper.

Does not remember when it was thought information sufficient to justify location of line had been obtained.

23319. Do you remember about what time it was first considered that sufficient examination had been made of any locality to justify a location of the line?—No, I do not remember precisely; but that can be obtained in the Department.

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23320. Speaking at first of the year 1874, Mr. Fleming, in his official report of 1877, states that some locations had been made, other examinations being only in the nature of exploratory surveys, and he mentions the location survey of the Pembina Branch?—Yes.

Trial location survey from Keewatin to Lake Vermillion, and from Selkirk to Keewatin, and also from Thunder Bay to Lake Shebandowan.

23321. The trial location survey from Keewatin eastward to Lake Vermillion, and a trial location survey from Selkirk eastward to Keewatin, and a trial location westward from Thunder Bay to Lake Shebandowan?—Yes; that was the first, I think.

23322. They are the only locations which he states to have been made up to the end of 1874?—Yes; I think they were the only ones.

23323. About July there appeared some advertisements asking for tenders for the construction of a telegraph line: could you say whether at that time it was expected that the location of any portions of the line other than those I have mentioned was likely to be accomplished within a few months?—We had pretty well decided upon the location through the prairie country, that is, from Rat Portage west, and it was anticipated that the line would be located as fast as the contractors for the telegraph line could build.

23324. Then the general direction over particular localities had been pretty well decided on?—Pretty well decided upon as far as the Yellow Head Pass.

Thinks Fort William and Shebandowan section was located before telegraph contracts were let, though it was afterwards much changed.

23325. I suppose the first act towards positive location may be said to have been the building of the telegraph line, inasmuch as that was to follow the location, and I understand you to say that the telegraph lines were supposed to be located after the contracts were let—that is to say, located with exactness?—Yes; I suppose part of it was located. I think the Fort William and Shebandowan section was located before they were let, though it was afterwards materially changed when Mr. Hazlewood went there. Mr. Hazlewood superseded Mr. Murdoch.

**Telegraph Tendering.**

Never opened any tenders. Never looked at any until they were scheduled, and then they were considered by himself, the Deputy Head and the Engineer.

23326. As to the construction of the telegraph lines and the contracts for that construction, could you say whether the schedule of tenders as first ascertained upon the opening was submitted to you for inspection?—I presume they were submitted as all other tenders were. I never opened any tenders myself all the time I was in the Department. I never looked at them until they were scheduled and presented in such shape as to be considered jointly by myself and the Deputy Head and

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the Engineer of the Department, and I presume these were submitted in the usual way.

23327. I was speaking of the schedule which was made at the opening?—The schedule always accompanied the tenders. There was always a schedule made up of all tenders, showing the respective amounts.

23328. I intended to ask you whether you had seen this particular schedule which is now presented to you?—I must have seen it if it is the one that was in the Department at the time. Of course I am not able to identify this particular sheet of paper.

23329. In this schedule, dated on the 7th of August, Mr. Fleming, and Mr. Trudeau and Mr. Braun purport to give the contents, as they understood them, of each tender, and among others the contents of that of Sifton, Glass & Co., they were the persons who obtained the contract for section 1. I gather from this schedule that at the time of opening the tenders theirs was understood to be only for the whole line, because the schedule so states it, although it mentions a period within which they would finish some particular section or sections: would you look at that schedule and say whether that was the view at the time?—No; I cannot say at this distance of time. I have not had the subject before me once. Contract No 1.

23330. You will notice the reference to Sifton, Glass & Co.'s tender marked "A1," which gives the meaning of it as tendering for the whole line at \$1,290,000?—Yes.

23331. They give no figures for any particular section, but mention that section 1 would be finished in November, 1874: does that refresh your memory as to what was considered to be the contents of it?—Mr. Fleming certainly had an estimate of the contract they had obtained, wherever it is. I recollect his calculations showing who was highest or lowest; it depends a good deal on the calculation of the number of acres of wood land and prairie. There certainly is a separate calculation as the tender finally acted upon.

23332. On the 7th of August, 1874, and about that time, I understand that all the tenders were dealt with as if the proportion of wood land and prairie land was fixed, that is, for the purpose of comparing the merits of the tenders, for instance, section 1 contained 200 miles of wood and fifty miles of prairie, and those data applied to every one's tender for section 1 as well as to Sifton, Glass & Co.?—Well, I suppose it would.

23333. On the 10th of August, Mr. Fleming makes a full report, giving not only the substance of the tenders in a general form as in that schedule now before you, but also in a detailed statement for each separate section and another one for the whole line; this was three days later than the opening of the tenders. In this he assumes to state the meaning of Sifton & Glass's tender in a different way from that in which it was stated in the schedule: do you remember whether there was such a difference in his opinion regarding the substance of the tender between the 7th and the 10th?—No; I do not remember.

23334. He assumes in this later return that Sifton, Glass & Co. were tenderers for section 1 by itself as well as tenderers for the whole line in bulk; could you say now whether the proposition by Sifton, Glass & Co., to complete that portion of the line known as section 1 as The contracts were awarded upon the calculations of the Engineer, and

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assumed in every  
case to be based  
on the lowest  
available offer.

early as November, 1874, had anything to do with awarding them the contract?—No; I cannot say. The contracts were awarded upon the calculations of the Engineer, and assumed in every case to be the lowest available. Further than that I have no recollection.

23335. In awarding contracts at that time, did you take a part in deciding who was to have each contract?—Oh, as a Minister, of course I had nominally to give the decision, but my decision in such cases was invariably in concert with the principal officers of the Department, and I have no recollection of any case during my whole incumbency of office where there was any difference.

23336. It was in concert; the decision was not with them alone?—They would recommend, of course. The price, in accordance with the Public Works Act, invariably governed the decision unless there was some other thing that came in incidentally that had to be considered.

Did not take any  
more part in  
awarding con-  
tract to Sifton,  
Glass & Co. than  
in awarding any  
other contract.

23337. Could you say whether in this, the first contract after you took charge of the Department, it was left entirely to your subordinates, or whether you yourself took a part in awarding the contract to Sifton, Glass & Co.?—I do not think I took any more part in awarding the contract than in awarding any other contract. I am sure I did not.

23338. Do I understand you to say that it was not left entirely to subordinates?—Well, I thought I had sufficiently explained that. However, I will do it again fully.

The decision  
invariably not  
only in concert  
with but in ac-  
quiescence with  
the views of the  
officers of the  
Department.

23339. I understood you to say that you took no more part in this than in the others; not knowing what part you took in the others, I confine my question to this one?—The decision was invariably not only in concert with, but in acquiescence of the views of the officers of the Department. In other words, I never pressed any decision upon them about contracts.

23340. Do you think that you saw the tender itself, of Sifton, Glass & Co. before the contract was awarded?—I may only have seen the schedule of contracts made up.

Cannot say  
whether he has  
ever seen the  
tender of Sifton,  
Glass & Co.

23341. Here is the tender of Sifton, Glass & Co.: upon looking at it now, can you say whether you saw it before?—No, I cannot say. It is quite impossible years afterwards. I could not identify any particular document unless my signature was upon it.

His impression  
that there  
was a distinct  
tender for the  
particular section

23342. There is a question whether that document amounts to a tender for any particular section, or whether it is a tender only for the whole line: I wish to know whether that matter was ever brought to your attention, and whether you exercised any judgment upon it?—I have no recollection of any question arising about that. My impression is there was a distinct tender for the section.

23343. Could you say how you arrived at that impression?—Of course I could only arrive at it from the report of the officer of the Department.

23344. You might also by reading the tender?—I do not think I read the tender. It is possible I may have, but I think not.

23345. Do you remember whether, before awarding this contract to Sifton, Glass & Co., you yourself had any negotiations upon the subject with any of these parties?—I do not think so. It is possible that

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some of them may have called at the Department and asked to see me, that was very frequently the case, but I have no recollection of anything of the kind.

23346. You do not remember dealing with them distinctly on this matter?—I do not.

23347. Proposing any terms?—I am quite certain I never dealt with any contractors except through the officers of the Department. Any person desiring to see me, of course, I would see them and hear what they had to say, but further than that I could have no dealings.

Quite certain he never dealt with any contractors except through the officers of the Department. He of course saw people who wanted to see him.

23348. As to whether you were called upon to place a construction on this tender, I may mention that after making their offer for the whole line, Sifton, Glass & Co. intimated that although they had given a certain rate for the wood land through the whole distance, they did not expect it all to cost as much as that, and they proceed to mention that between two points, first Fort Garry and River Winnipeg, and also between Fort Garry and Fort Pelly, they place the wood land at certain sums, naming them, which are lower than the rate placed over the whole line, and that in consequence of those allusions to these particular localities, the tender subsequently was construed as being an offer for one of those smaller localities: does that refresh your memory at all on this subject?—Oh, I am positive I placed no construction upon any tender.

Positive he placed no construction on any tender.

23349. It appears that it was not decided to award this contract to Sifton, Glass & Co. until somewhere about October, some three months or more after the tenders were received, and that at that time the Department placed a construction upon their tender as to another item—I mean whether they should receive a price for maintenance beyond what was assumed to be their price both for maintenance and construction, and that Mr. Fleming, as Engineer, and the member of the firm who was then in Ottawa differed upon the proper interpretation as to that item: do you remember any matter connected with that interpretation—that is their claim for separate price for maintenance?—No. I recollect the question came up, but in what shape I cannot say. I think that contract was awarded, in the first place, to another party who declined it.

Recollects the question of maintenance came up, but cannot say in what shape.

23350. It was awarded in the first place to Fuller, who asked an extra price in consequence of clearing through wood land?—It was awarded to somebody, and it was on their declining the Department passed on, as usual, to the next.

23351. It was awarded first to Fuller who declined, except on the condition that he should be paid for wood land clearing, and secondly to Mr. Dwight, who declined to take it?—Yes.

23352. Waddle & Smith had already been awarded another contract, and it appears to have been suggested that there was a decision concerning these telegraph contracts to the effect that no person could get more than one contract, and they were passed over, and it reached Sifton & Glass. After reaching them it became a question as to the terms upon which they should receive it—I mean, whether the sum mentioned in their tender should cover construction and maintenance, or whether they were to get a price per mile for maintenance in addition to any sum specified by them, and a difference of opinion arose between them and the Department. It was discussed and

When contract reached Sifton, Glass & Co. it became a question whether the sum mentioned in their tender should cover construction and maintenance, or whether they should get so much a mile additional for maintenance, whereupon arose a correspondence

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which was submitted to Minister: this witness thinks likely, and refers to a possible report of Fleming on the subject.

Remembers there was a question about this claim for maintenance, and the question might take two shapes: (1) If their tender was construed as leaving them able to claim \$15.83 per mile for maintenance in addition to the sum stated in tender, it might bring it higher than a competing tender.

(2) Whether though getting more than their tender asked for that sum in excess would not yet leave it less than the next tender.

Sifton, Glass & Co. made a further claim for profits; of the details witness has no memory.

a correspondence ensued, and I understand that correspondence was submitted to you?—It is likely it was. I recollect the question was raised very well. I presume there is a report from Mr. Fleming upon the subject.

23353. Do you remember whether you gave your personal consideration to the construction to be placed on their tender concerning that subject?—I do not think I did.

23354. The correspondence from their firm suggests that although they made their offer in a gross sum for the whole line which was to include construction and maintenance, enough could be gathered from their figures for mileage and the rate per mile for wood land and prairie to show any person who analyzed their tender that they intended to ask \$15.83 per mile for maintenance of the whole, and therefore they asked that same rate for the particular section which was under discussion: does this bring the matter to your recollection?—No, I cannot remember the details. I know there was a question about it, and the question, I presume, would take this shape: if their tender was construed that way it might bring it higher than another one, in which case their tender would be passed, and it would be awarded to another one. To ascertain that we may have referred to the report of the Engineer.

23355. That might be one shape the question would assume, but it might assume another shape—whether they were getting more than their tender asked for, though this sum might still be less than the next lowest tender?—Yes, it might.

23356. Do you remember whether any question in that shape was suggested?—I do not.

23357. Then there is one more matter in which they appear to have asked for terms better than those stated in their tender—that is, as to the profits of the line. As far as the correspondence which has been submitted to us shows, they, for the first time, in October, 1874, in a letter to Mr. Fleming, claim that besides the price for maintenance, based upon their price to be gathered from an analysis of their first tender for the whole line, they were to receive the profits of operating the line: do you remember anything about that item in the transaction?—No; I do not. I know there was a question as to the profits with two or three of the contractors, but I do not remember the details of the discussion.

23358. This is a letter of the 14th of October, 1874, from Sifton, Glass & Co. to Mr. Fleming. I also hand you the letter to which that is an answer. Perhaps, if you look at these, they may call some part of the transaction to your mind?—They appear to be both written on the same day.

23359. Have you any further recollection now since reading the letters than you had before?—No; nothing further than I remember the question having been raised in some shape.

23360. Could you say whether you expressed any opinion at any time in connection with this transaction, as to the proper interpretation to be put upon their tender and this correspondence in connection with it?—I could not but my conviction is I was guided solely by the Engineer's opinion.

Believes in this matter he was guided solely by the Engineer's opinion.

23361. It is suggested by an endorsement on some of the papers connected with this contract of Sifton, Glass & Co., that before entering into it it was necessary to get an Order-in-Council. That memorandum is signed by Mr. Fissiault: do you remember whether the necessity of such an Order was brought to your attention, or whether you gave any decision upon it?—It may have been, but I do not think that an Order-in-Council would be necessary under the law in such case. It is only where you pass a tender and take a higher one that you require to set out the reasons in an Order-in-Council.

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The memorandum pointing out the necessity of an Order-in-Council may have been brought to his attention, but he does not think an Order-in-Council was necessary in this case.

23362. In this case that was done. Fuller had made a lower tender and had afterwards asked something more for his wood land clearing, and that was perhaps what Mr. Fissiault alluded to when he said it had not been given to the lowest tender; however, you do not remember having given any decision upon that subject?—I do not.

23363. The next contract, No. 2, is with Fuller, and embraces the western portion only of what was advertised as section 3. Section 3, if you remember, was from Fort Garry to Edmonton, and it embraced section 1 and something more, as well as section 2 and something more, section 1 being to Fort Pelly, section 2 to a point further west, and section 3 to Fort Edmonton, all of them starting from Winnipeg. Now, this contract to Fuller was for the balance of the distance of section 3, not included in the contract to Sifton, Glass & Co. for section 1, and, as I understand it, was for a portion of territory which was never submitted to public competition by itself: do you remember that circumstance?—I thought it was all submitted to public competition?

**Contract No. 2.**

Contrary to witness's recollection that any portion of line was not submitted to public competition.

23364. Yes, certainly all; but not this particular portion of one of the sections?—That is contrary to my recollection.

23365. It arose in this way, according to the explanations given by different witnesses: Mr. Fuller made the lowest tender for the whole of section No. 3 from Winnipeg to Edmonton, but he said that he understood the line was going near the Riding Mountains, and he had not provided in his price for clearing any considerable extent of wood land, but, finding that the line had to go by the north of Lake Manitoba, and that a large amount of clearing had to be done, he claimed that a price for clearing should be paid to him, or he should not be obliged to take the contract. It was finally agreed that instead of giving him that additional amount for the wood land, Sifton, Glass & Co. might take the section No. 1, which included most of the wood land, and that Fuller should take the balance of section 3 at his original price for section 3, deducting what he had offered for section 1: do you remember those features of that transaction?—I remember something of that kind, but the object of myself and the Department was always to get the work done in the cheapest way, and I presume it was divided on that ground.

23366. That leads me to the main question—whether the pecuniary results were the only ones considered in awarding these two contracts?—The only ones, as far as I know.

Pecuniary results the only ones considered so far as witness knows.

23367. Then there was no intention to give any preference to any one which was not called for by the contracts?—Certainly not.

23368. In deciding whether that whole contract for section 3 should be given to Mr. Fuller alone at his price, with an addition for clearing



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wood land, or whether it should be divided into two contracts, seems to turn upon this: whether it was better to give Mr. Fuller \$900 more than to him and Glass together, without any of the profits of working the line, or to give the profits of the line to Sifton, Glass & Co. and save the \$900: was the matter presented to your consideration in that shape?—I do not remember; I think not. It was presented to me solely in the interests of economy, I think.

Impossible for him to remember if an alternative was presented to him.

23369. Was your attention called to this: that the question of economy depended upon whether it was cheaper to the country to give any particular amount to Fuller, or the profits of the line for five years to Sifton & Glass?—It is impossible for me at this distance of time to speak of amounts. If Mr. Fleming made such a report, the reports would be in the Department.

Only remembers that the contracts were let so as to secure the cheapest to the country.

23370. Without mentioning the amounts, do you remember that these two sides of the question were presented?—I only remember the one side: that the contracts were let so as to secure the cheapest to the country.

23371. They were let with that intention, at all events?—Yes; of course, and, as far as I can recollect, with that result. I can speak only from memory.

23372. There is no report upon that particular feature of this transaction, and I think Mr. Fleming said, in giving his evidence, it was then called to his attention for the first time?—Yes; I have not read Mr. Fleming's evidence.

If it was considered there would be a report.

23373. I only mention that because you thought possibly there might be some report bearing on this?—If it was considered there certainly would be.

**Contract No. 3.**  
This contract not given to the lowest, because the lowest was too low.

23374. Contract No. 3 was with Mr. Barnard, in British Columbia. We have not proceeded with any investigation about that contract, for the reason that evidence appears to have been given upon it before some tribunal in British Columbia, and it is now under consideration by the Government, and I mention it only to ask whether there is any fact which you think proper to give?—I cannot remember any fact. That contract was not given to the lowest.

33375. Macdonald's tender appeared to be too low?—Yes; it appeared utterly useless to deal with him.

**Contract No 4.**

23376. Mr. Fleming reported, in effect, that the time was so short and the price so low it was not worthy of consideration?—Yes.

Offer of contract first made to Waddle & Smith.

23377. The next contract was known as section 5 in the advertisements. The order in which the tenders were made, taking the lowest in the first place, was as follows: Waddle & Smith, first; Sutton & Thirtkell, second; Sutton, Thompson & Co., third. The offer to take the contract seems first to have been made to Waddle & Smith?—They were the lowest.

Does not believe that Waddle & Smith were left without notice that a day was fixed before which they must put up their security, because Mr. Trudeau is very careful.

23378. They complain, and Mr. Waddle has given some evidence on the subject, that they were passed over without being informed by the Department, or any one on behalf of the Government, that there was a day fixed before which they must give their security or lose their chance; have you any recollection of that?—I have no recollection of that particular statement of an alleged fact, but I do not believe it.

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I think Mr. Trudeau is very careful about giving such notices as that. I think it extremely unlikely.

23379. Then your belief is founded upon Mr. Trudeau's carefulness? —Well, the usual practice. We were always in the habit, indeed, of waiting when they asked for further time if it was a reasonable time.

23380. Mr. Waddle does not say he asked for further time because he never knew the time was limited?—I am satisfied that was not correct.

23381. It appears his firm was passed over, at all events, and an offer made to the firm of Sutton & Thirtkell. Mr. Waddle gives his evidence here under oath to this effect: that while the matter was pending between the Government and the Sutton & Thirtkell firm, he himself came to Ottawa and saw you and conversed with you, and that he complained that he had been passed over in the way he explained, and that you then said if Sutton & Thirtkell did not take it up he could have a further chance before any one else: do you remember any such conversation?—I am quite certain I never could have had such a conversation. It would be a very absurd conversation.

23382. You are aware that this contract was given really to persons who were no tenderers themselves—Oliver, Davidson & Co?—Yes.

23383. Do you remember what their standing was and how it was that they came to get the contract?—I suppose because they made an arrangement with the real parties who tendered. I knew their standing well enough. Their standing was quite good.

23384. Is it usual to deal with persons upon their own representation that they are the assignees of the rights of the tenderer?—Not unless they satisfy the Department that they are.

23385. Do you recollect that they did satisfy you that they were? —No; I had no personal satisfaction, but I have no doubt it was done.

23386. There is no record of that, and Mr. Trudeau cannot explain it, and Mr. Fleming cannot explain it. Mr. Trudeau says the transaction was arranged by you individually, and that he did not enquire into it?—I do not think I ever arranged any transaction myself in regard to contracts. There must be some correspondence in relation to it in the Department.

23387. It has not been forthcoming, and has not been explained by any person connected with it?—It has frequently been the case that a tender has passed into the hands of another person before the work has commenced. That was the case in the Whitehead contract, for instance. He was not the original tenderer at all. It was this same Sutton and some other person, I think, and he arranged with them to take up the contract before commencing.

23388. That, of course, is an ordinary transaction. It was the case in the Georgian Bay Branch contract, which was transferred to Mr. Foster, by Mr. Munson; are you aware of the reason why the Department assumed these persons to be the assignees of the tenderers?—No, I am not; but they must have been perfectly satisfied with the evidence, I think; and I recollect I was very glad to get Oliver, Davidson & Co. I considered them excellent men.

23389. Were you personally acquainted with Sutton & Thompson, or either of them?—No; I have seen Sutton. I have no acquaintance with him.

Satisfied that Waddle's statement that he never knew the time was limited not correct.

Quite certain the conversation described by Waddle in his evidence, as having taken place between himself and Minister, when the latter, in answer to his complaints that he had been passed over without notice, told him that if Sutton & Thirtkell did not take it up he would have another chance—never took place.

No record: Trudeau cannot explain it; Fleming cannot explain it; Trudeau deposed that the transaction was arranged by Minister, and not enquired into by him: To this witness replies that he does not think he ever arranged anything himself in regard to contracts.

Does not remember the grounds on which the Department assumed that Oliver, Davidson & Co. were the assignees of the successful tenderers, but believes it must have been sufficient.

**Telegraph—  
Tendering.  
Contract No. 4.**

Perfectly satisfied he never managed matters so that Oliver, Davidson & Co. should get the contract on the tender of Sutton & Thompson instead of Sutton & Thirkell.

23390. While the matter was pending between the Government, on the one hand, and Sutton & Thirkell on the other, it appears, from the evidence, that Sutton, before the time was up which was limited for finding security, went to Toronto and arranged with some member of the Oliver & Davidson firm to take their rights, and that it was concluded between them that they should take the contract upon the Sutton & Thirkell tender, and both he and Sutton, and some member of the new firm came down to Ottawa before Sutton & Thirkell's time was up; that before they went away it was arranged that they should take it, not upon the Sutton & Thirkell tender, but upon the higher one of Sutton & Thompson, about \$28,200 higher. That is the arrangement which I understand Mr. Trudeau to allude to when he says it was managed by the Minister; do you recollect anything of it?—No. I am perfectly satisfied I never managed any such transaction.

23391. Could you give us any information now as to the negotiations which led to the displacement of Sutton & Thirkell, and the acceptance of Sutton & Thompson at a higher price?—I can give no explanation whatever, further than what would be contained in the records of the Department.

23392. There is not the slightest record of any such transaction in the papers that have reached us?—If Mr. Trudeau cannot give you the explanation, I cannot.

23393. Do you remember whether you had any interviews with Oliver or Davidson upon the subject of this telegraph contract?—I have no absolute recollection of interviews; but I think it extremely likely that I had, as nearly all the contractors came here.

23394. You could scarcely, then, give us the details of any conversation or negotiations on the subject between you and any of them?—No; I have no recollection.

**Tendering—  
Contract No. 5.**

23395. We know of nothing concerning contract No. 5 upon which we consider it necessary to take any evidence from you, but if you know of any fact that would be useful to us, we shall be glad to have it—this was the first contract of the Pembina Branch?—The contract given was to Mr. Whitehead as the lowest tenderer, to the best of my recollection.

23396. I think a man named Peach tendered a cent lower per yard, but he failed to comply with the requirements of the Department, and it went to Mr. Whitehead?—I think so.

**Purchase of  
Rails—  
Contracts Nos.  
6-11.**

23397. The next contract in order of time is for steel rails. The advertisement inviting tenders for rails appeared about the end of September, 1874; could you say whether it was about that time that it was first considered necessary to purchase rails?—Yes.

The subject of rails first brought to witness's notice by Fleming, who said rails should be got as soon as possible; that they had reached the lowest rate, and that as large a lot as possible should be secured.

23398. Could you say whether any action of the subordinates in your Department or the Engineer's led to that opinion?—Mr. Fleming first brought the matter to my notice, and said that it was absolutely necessary, in his opinion, that rails should be had as soon as possible, as it would take a long time to get them up, and construction could not go on without them being on the ground, and, besides, he said he thought the price of rails had then reached the lowest rates they were likely to reach, and we should secure as large a lot as possible. He was very urgent in his representations on the subject.

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23399. Did you yourself weigh the reasons which he gave before adopting a conclusion?—I think I did to some extent. Of course it was a mere matter of speculative opinion as to the price being at the lowest point. It was at the lowest point actually that had been reached up to that time, and I thought his representations were likely to be correct as to that. They certainly were correct, in my opinion, as to the necessity of having rails there very soon.

23400. Irrespective of price?—Irrespective of price.

23401. What did you consider to be the necessity of rails there at that time, irrespective of price?—It was impossible to go on with construction without rails.

23402. Then, in that case, the quantity required would be a material element?—That depends upon how fast you went on with the work.

23403. Therefore the quantity would be a material element?—The quantity would be material, of course, in proportion to the extent you wanted to go on. The quantity a material element

23404. Could you say what proportion of the work was expected to be proceeded with so as to require rails immediately?—No; I could not say precisely, but there was every probability at that time of several hundred miles being placed under contract within a year.

23405. Would not the line be placed under contract some time before track-laying?—A short time. It takes a long time to get rails into that country.

23406. What I mean is that neither the time of asking for tenders nor the time when the work was placed under contract, would of itself give a correct idea as to the time when the rails would be required for track-laying. The time between giving the contract and preparing the road-bed would have to be allowed for?—Oh, the road-bed, to a great extent, is prepared after you get the rails. You lay the rails first before the road is anything like completed, and fill up with the cars from particular points where your borrow-beds and pits would be.

23407. At all events, a large portion of the works would have to be let before the rails would be required?—That depends, to a great extent, on the nature of the country to be traversed. Making the road west of Winnipeg since I left office, the ties were laid on the grass and ballasting was done afterwards with the trains.

23408. Did the consideration of that circumstance weigh with you in estimating the time at which these rails would be required?—What circumstance?

23409. The fact that rails are sometimes laid on the surface of the ground without any preparation?—I really do not know.

23410. Because my recollection is the first necessity for these rails was between Thunder Bay and Red River, excepting the Pembina Branch?—Yes.

23411. Then only the quantity for the Pembina Branch would be required immediately?—It would be material as to the argument in favour of making the purchase then.

23412. Keeping in mind always the quantity required for that Branch?—Yes.

Does not know if the fact that rails are sometimes laid on the surface of the ground weighed with him in estimating the time at which the rails would be required.

The quantity required for Pembina Branch would be material to the argument in favour of purchasing.

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23413. I only wish to know what the fact was—whether the fact of the rails being likely to be laid immediately on the Pembina Branch weighed at all in the decision as to the quantity required at that time?—I have no doubt it did.

23414. About what quantity do you understand to have been required for the Pembina Branch?—It requires on an average about ninety tons a mile.

Two things influenced decision to purchase: (1) necessity for procuring rails if the road was to be built and (2) of taking advantage of the market while it was low.

23415. That would account, then, for the necessity of providing something under 10,000 tons at most; as to any further quantity, do you say that the time at which they would be required for use weighed in the decision to purchase?—Certainly; the necessity of procuring rails if we were to build the road, and the necessity of taking advantage of the market while it was low.

Declines to answer.

23416. For the present we may keep out of sight the cost; I suppose if the price was even higher than it was at that time, and the rails were actually needed, they would have been procured. I am endeavouring now to see whether the necessity of having them for use at any particular period was a reason for the purchase irrespective of price?—In other words you are endeavouring to see if you could find fault with the policy of the Government. As I said before, I decline to answer any question as to the policy of the Government; but as so many falsehoods were circulated regarding the purchase of those rails, I have answered every question that was put to me, not that I have any right to do it, but because I choose to do it.

23417. On behalf of the Commissioners, I may state that, if you will say now it was the policy of the Government, to purchase rails, irrespective of the time at which they would be used, I will ask you no further questions respecting them?—I prefer that you go on with your questions.

23418. Then, if there was such a policy, please understand that the responsibility of our asking the questions on the assumption that there was no such policy, rests with you?—The responsibility of what?

23419. The responsibility of our putting the questions?—You have no right to ask the questions.

23420. I repeat, that if you say it was the policy of the Government to purchase those rails irrespective of the probable time of their use, I will ask you no further?—I have already told you what were the true reasons for purchasing. What more do you want?

23421. If you had the two reasons, must you not of necessity have had the one: the greater would include the lesser number?—Which is the greater?

23422. Of the reasons—price and necessity for use. The number two is greater than the single one?—I don't understand you.

23423. We will speak of one first?—One what?

23424. One reason for getting them—the reason that they were required for use; now, as to the requirement for use, I am asking whether that was a matter of departmental administration, or whether it was one of the principles adopted by the Government on this matter?—If it was one of the principles of Government, you have no right to ask.

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33425. I understand that we may not criticise it; I only ask to know whether it was so or not?—I decline to answer. The act of every Department must always be assumed to be the act of the Government. Declines to answer.

23426. I understand you to suggest that every act, every detail of the administration of the Department must, in a constitutional light, be considered to be part of the policy of the Government?—I am not here to discuss constitutional questions.

23427. I understand that you are discussing them?—No; you are quite mistaken.

23428. Do you decline to say whether the necessity of having the rails at that time in view of the period when they would be used was one of the elements in the decision for their purchase?—I have already said it was one of the elements. Necessity for the use of the rails one of the elements in decision to purchase them.

23429. But do you decline to give the particulars of that reason?—I have already answered.

23430. I am endeavouring to ascertain where the necessity for the purchase existed?—There were 2,000 miles of railway to build.

23431. When?—According to the bargain of 1871 it was to be built within ten years.

23432. And was that the reason that you thought it necessary to purchase in 1874?—I decline altogether to answer questions respecting the policy of the Government, and you may as well understand that sooner or later. Declines to answer.

23433. I don't want you to state the reason for any policy of the Government, but I wish you to make it clear whether it was then the policy of the Government to purchase those rails?—Unless it was their policy they would not have been purchased, of course.

23434. We think the Commissioners are entitled to assume that the details of the departmental administration may be inconsistent with the principles of government adopted by the Ministry, and that those details may be enquired into?—I have nothing to do with the assumptions of the Commission.

23435. I only wish to state them clearly so that you may understand the position we are taking, and may bear the responsibility of refusing to answer or not as you think fit: do you decline to give any evidence upon the particulars of the necessity for the purchase of those rails on account of their probable use?—I have already said all that I have to say about the reasons for their purchase.

23436. Will you say as to the price, whether that was a material element in the decision to buy them?—I have already said so. The price a material element in the decision to purchase.

23437. Are you willing that that should be investigated?—That what should be investigated?

23438. The reasonableness of that conclusion that the price made it proper to buy?—I cannot hinder you from investigating anything you please.

23439. Will you say, then, what appeared to be the reasons in support of the view that that was a good time to buy because of the price?—I know of no reasons except the statement of fact.

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The price had reached a lower point than it had ever reached, and Fleming thought it was likely to rise.

Witness adopted Fleming's reasons.

23440. And what was that?—That the price had reached a lower point than it had ever reached, and that Mr. Fleming thought it was likely to rise.

23441. Did you not consider it expedient, as administrator of the Department at that time, to enquire into Mr. Fleming's reasons more deeply than merely by hearing that that was his conclusion?—Well, of course, I adopted his reasons.

23442. At the time that it was decided to make the purchase of rails, can you say whether it was considered expedient to attract English competition as well as Canadian competition?—To attract English?

23443. English competition on the prices?—As to that—I did not understand your question at first—there were no Canadian manufacturers of steel rails that I am aware of.

23444. But there were Canadian dealers?—I am not aware of any. There are Canadian agents for English dealers. I am not aware of any Canadian dealers for themselves.

Thought every one should have an opportunity for competing.

23445. You were aware of Canadian agents for English dealers: was it considered advisable that the competition should not be restricted to Canadian agents of English dealers, and that English agents and English dealers should compete?—I supposed every one should have an opportunity of competing.

23446. Did you consider that eight days was a sufficient time to give English agents and English dealers an opportunity to do so?—If I had not thought so the advertisement would not have been issued.

Advised to extend time from eight days, so as to enable agents to write rather than telegraph to their principals.

23447. Were you afterwards led to the conclusion that it was not sufficient time?—Some parties advised me to extend the time so as to enable dealers, instead of telegraphing to their principals, to write to them, and the time was at once enlarged as soon as that desire became known.

First quantity spoken of by Fleming 40,000 tons.

23448. At the time of the reception of those tenders in November, 1874, would you say what quantity it was considered expedient to purchase?—I think the first quantity spoken of was 40,000 tons, by Mr. Fleming.

23449. Did you adopt his view?—Yes; I have already mentioned that.

23450. This was a very large transaction, and it may be assumed that you took a part in considering the effect of the tenders and awarding the contracts?—Perhaps you had better, instead of assuming anything, ask any questions you desire to ask.

Usual course for Minister to take some part in awarding contracts; usual course taken.

23451. I will ask it in another way if you prefer it: did you take any part in considering the tenders and awarding the contracts?—It is the usual course in awarding all contracts.

23452. Did you take the usual course?—Yes.

23453. Do you remember, at this distance of time, the relative rank of the tenders, giving the lowest price to the first rank, and so on?—No, I do not; but I presume the reports in the Department will show that.

23454. Can you say whether there was any intention to give any preference to any party in contracts beyond what would be called for

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by the tenders themselves?—I am not aware of any such intention. I cannot conceive how there would be.

23455. Then, I understand you to say that the tenders themselves will point to the persons who should have got the contract according to the prices. There is the schedule by Mr. Fleming showing what he understood to be the contents and substance of the different tenders on this subject. If you wish to look at it, I shall be glad if you will say whether it shows that this is the rank of the tenders for delivery at Montreal?—I suppose the paper will speak for itself.

23456. I only wish to know whether you find any construction applicable to it which I have not found; we might differ on the meaning of it?—Ask me any question you like.

23457. I understand that the West Cumberland Co. were the lowest tenderers for 5,000 tons?—That is Guest & Co.?

Tenderers in  
 their order.

23458. Cox & Green were their agents; 5,000 tons at \$53.53?—Yes.

23459. I have also understood, from the papers in evidence, that the 40,000 tons were all contracted for to be delivered at Montreal?—Well?

23460. Is that as you understand it?—I think so; I am not quite certain of that, however.

23461. Not only contracted, but advertised for to be delivered at Montreal. The next lowest tender, or rather it is equally low, is that of the Ebbw Vale Co. for 5,000 tons, at \$53.53; the next lowest is Guest & Co. for 5,000 tons, at \$54; the next lowest is 10,000 tons by the Mersey Co. at \$54.26; the next lowest is by the Aberdare Co., 5,000 tons at \$54.75. Now, that quantity reaches only 30,000 tons, and still the Aberdare Co., who were the lowest tenderers for the portion of the first 30,000 tons, got no contract: can you explain why that was?—That the lowest tender got no contract?

23462. The Aberdare Co., were among the lowest tenderers for the first 30,000 tons, and still though 40,000 tons were ordered they were omitted?—I suppose it was because they were higher.

23463. That could not be if they were among the lowest for the first 30,000 tons?—The question is, what did it cost the Government.

23464. That is all. For the first 30,000 tons the tenders, as far as I can construe them, and according to that schedule which is now before you, show that the West Cumberland Co., the Ebbw Vale Co., Guest & Co., the Mersey Co. and the Aberdare Co., were the five lowest tenders for the first 30,000 tons?—The lowest first tenderers were offered more than what they had put in their tenders. Cox & Green, for instance, had only 5,000 tons in their tender, and they were offered more.

23465. So far we have had no other direct evidence of that?—I cannot help it. I am making evidence of it now.

23466. How were they offered it?—They were offered it by Mr. Trudeau with my knowledge and consent.

23467. Is not that a mistake?—No; I think not.

23468. There is on record the fact that they wrote to you on the 18th of December offering another 5,000 tons, and on the 22nd you telegraphed them back: "No further steel rails wanted, thanks?"—



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They had declined in the first place, and offered, subsequently, after the transaction was completed.

23469. There is no evidence of that offer?—I cannot help that. The offer was made, nevertheless, and Mr. Trudeau informed me that they declined. It must have been so.

Witness's recollection that West Cumberland Co. were offered a larger quantity than 5,000 tons.

23470. Then your recollection is, that before arriving at the quantity of 40,000 tons, the West Cumberland Co. were offered a larger quantity than 5,000 tons?—Yes; that is my recollection. My recollection is that every tender was dealt with that was the lowest, in order to get the quantity we decided upon at the lowest possible prices.

Presumes that Guest & Co. were offered an opportunity of supplying a larger quantity.

23471. Were Guest & Co. offered an opportunity of supplying a larger quantity?—I presume they were.

23472. Then, you have no positive recollection?—No, I have no positive recollection. What makes my recollection in the case of Cox & Green is, that the newspaper correspondence brought out the fact that they stated themselves that they were offered it.

23473. What correspondence?—Newspaper correspondence.

23474. And the Mersey Co.; their offer was 10,000 tons at Montreal: do you remember anything about that amount being increased?—I think so. It was increased to 20,000, that being the best arrangement the Government could make as to price.

23475. Then the Aberdare Co., do you know anything about them?—I do not recollect anything about them. I presume we never reached their figure.

Has no recollection of the fact that the Aberdare Co. was passed over, Guest & Co. being given a preference though 49 cts. higher.

23476. It appears that their figures were reached, and that 5,000 tons—the second 5,000 tons—were given to Guest & Co., at the price of \$55.24, while the Aberdare Co. had offered to supply the same quantity at \$54.75, giving Guest & Co. the preference and 49 cts. per ton more than the Aberdare Co. had offered to furnish them for?—I have no recollection of it.

23477. The way that happened was this: Guest & Co. offered one 5,000 tons at \$54, and another 5,000 at \$55.24. Both offers were accepted, which reduced the average to \$54.62. That average would be below the Aberdare Co.'s offer, which was \$54.75?—My general view, as expressed to Mr. Trudeau, was that each tender should be followed up, beginning at the lowest, giving them as much as they would take, and proceeding upwards only when forced to do so by rising prices.

23478. Taking 10,000 tons—not from Guest & Co. alone, but half from Guest & Co. and half from the Aberdare Co., would have reduced the rate for the whole 10,000 tons. I do not know whether that circumstance was called to your attention; please state if it was?—I do not think it was.

The increase in the Mersey Co.'s supply carried out by Trudeau, and probably referred to me as Minister.

23479. There is no tender and no correspondence upon the subject of this increase in the Mersey Co.'s supply: could you say how the negotiation was carried on?—It was carried on by Mr. Trudeau, and probably referred to me as Minister.

23480. When you say probably, I suppose you mean that you are not able to say positively?—I have no precise recollection, but I

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have no doubt that that was the mode. I recollect of Mr. Fairman calling upon me once or twice, but I referred him to Mr. Trudeau, through whom all business was transacted of the kind.

23481. After this 40,000 tons had been bargained for, there seems to have been a halt in the transaction. That was about the 3rd of December, 1874, and subsequently a change of tactics early in January, and a further supply was procured; could you say what led to the necessity of the further purchase?—That is for the Pacific coast?

23482. I think the new lots amounted to 10,000 tons—of that, 5,000 tons went to Vancouver?—About that time we were about entering on the obligation to build the Island railway, and it was with the view to have iron rails sufficient for that that the second purchase was made.

**Second purchase made with a view to building the railway on Vancouver Island.**

23483. You think that was what led to the changed position and the purchase of the further lot?—I think so.

23484. Was that change, do you think, after the refusal to take the West Cumberland Co's second offer of 5,000 tons at £11 in Montreal—equivalent to £10 sterling in Liverpool?—I have no recollection of dates.

23485. The circumstance happened somewhat in this way, as far as disclosed by the Blue Book reports and the evidence before us: on the 20th of December, or about that date at all events, the West Cumberland Co. offered 5,000 tons more at £11 sterling in Montreal, which I understand to be equal to £10 sterling in Liverpool, because the freight across was £1. That was refused immediately by telegram, stating no further rails were required. On the 4th of January, Cooper, Fairman & Co. write to you. That is the first letter upon the subject, as appears by the reported correspondence, and they use this language: "With reference to the 10,000 tons required f.o.b. Liverpool"—apparently pointing to some definite 10,000 tons, and suggesting that between you and them mention had been made of 10,000 tons: do you recollect the circumstance of any allusion to such a quantity being made before that letter—I mean any allusion in any correspondence between you and Cooper, Fairman & Co.?—I think there was no correspondence. There might have been conversations.

**Thinks conversations may have taken place with Cooper, Fairman & Co., which would account for the way they write on the 4th January.**

23486. Between you and some of them?—There may have been.

23487. Do you say that there was?—I really cannot say. I have a recollection of an interview with Mr. Fairman once or twice while the main tenders were pending, but I have no recollection of any subsequent one.

23488. On the same day, that is the 4th of January, a telegram was sent to you from Montreal, by some persons using this signature: "Agents, Mersey Co."

"Mersey Co. having signed tender deliver at Montreal, cannot now deliver west."

Did you understand this title to mean Cooper, Fairman & Co.?—I do not recollect of the telegram at all.

23489. It is reported on page 38 of this Blue Book concerning correspondence on the steel rails?—There are three telegrams apparently the same day.

23490. From Cooper, Fairman & Co.?—Yes. there are some on the previous page.

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Supposes the phrase "agents, Mersey Co." meant Cooper, Fairman & Co. Never any public competition for the 5,000 tons for which the tender of Cooper, Fairman & Co. was accepted at £10 10s.

Cannot tell whether it was considered that £10 10s. from Cooper, Fairman & Co. was better than £10 5s. from Crawford.

23491. That is the letter to which I allude; it is a second telegram?—What is your question about it?

23492. I ask whether you understood that title "Agents, Mersey Co." to mean in fact Cooper, Fairman & Co?—I suppose it must have been. They were the agents.

23493. On the 7th January you accept their tender for 5,000 tons at Liverpool at the rate of £10 10s. sterling; can you say whether there ever was any public competition or any kind of competition as to any purchase of rails f.o.b. at Liverpool?—No; I don't think there was.

23494. You think not?—I think not.

23495. At the time of accepting their offer, a spontaneous one, as I gather from the reported correspondence, were the following circumstances taken into account, that two days before you were able to purchase from the Cumberland Co. at £10 sterling in Liverpool, or equivalent to that, because it was only £11 at Montreal, that on a previous occasion the Department had communicated, before the reception of tenders, that they were receiving no tenders or entertaining none for the delivery at Liverpool, and that in fact Crawford had offered them there at £10 5s. and the offer was not entertained?—I have no recollection of Crawford's offer.

23496. It is reported on page 25 of the same Blue Book?—It was during the summer of next year.

23497. That would be for delivery in the summer of 1875?—Yes.

23498. That would be quite as early as you wanted them or got them?—No; I don't recollect our reasons for declining that.

23499. Then, do you say that the acceptance of Cooper, Fairman & Co's offer was made without the consideration of those circumstances?—I do not think so; I have no doubt they were all considered.

23500. Was it considered that rails at £10 10s. from Cooper, Fairman & Co. was better than at £10 5s. from Crawford?—I cannot tell. It may have been. It would depend altogether upon inspection and quality.

23501. Are you able to say that any such matters were considered; that there was such a difference as you describe; that one firm had a better quality or was more desirable?—The fact that there was a decision in the case implies consideration. I have no recollection of discussions respecting the matter.

23502. No one else of those who have been before us has touched upon any such comparison between these offers—Crawford's and Cooper Fairman & Co.'s, and the other gentlemen in New York, who were informed that their offer would not be entertained. That refusal to entertain the offer is found on page 3 of this same Blue Book?—This has reference to the original tenders.

23503. Yes; I am asking whether afterwards in January, before accepting the offer of Cooper, Fairman & Co. those circumstances were considered?—Which circumstances?

23504. The circumstance that Mr. Justice had been told that no tenders for delivery at Liverpool would be accepted, and the circum-

stance that Mr. Crawford had offered them at £10 5s. : I ask whether these were considered before deciding to award the contract without competition?—It was a subsequent transaction altogether.

23505. Can you say if they were considered, or why it was not worth while to ask for the competition of Crawford or of the Cumberland Co. who had two days before accepted £10 as a price?—I know of no reasons whatever, except what are in the public documents in the office. I have no documents.

23506. Is there any fact connected with any of those contracts about steel rails which you think it proper to offer by way of evidence, that has escaped our attention?—I know of no fact.

23507. There is a circumstance upon which we do not think it necessary to take further evidence, but I mention it in case you should desire to state anything upon the subject. Mr. Chas. Mackenzie, in his evidence before us, said that he was a member of the firm of Cooper, Fairman & Co., and that after they got the contract for those rails, and before he informed any of them that he intended to retire, he had a conversation with you on the subject; is there anything connected with that which you think ought to be explained by evidence from you?—Well, I have no objection, as it is a personal matter, to answer any questions you like to ask.

23508. We do not ask for any; we wish to afford the opportunity if you think it desirable?—As soon as I saw the statement in a paper—I think it is the *Montreal Gazette*—that Chas. Mackenzie, or myself, or some connections, were interested in that contract, I telegraphed to him asking if it was so, if he had any interest, and if I might state that he had not. I received his answer promptly to say that he had not any kind of interest, good, bad or indifferent. I then telegraphed to some newspaper denying the allegation made. I recollect well his speaking to me about Cooper & Fairman being concerned as agents for some English companies, and that it would never do for him to remain in connection with them on that account. What precise date that was I do not remember.

23509. Your telegram to him, as I understand it, was the first communication with him on the subject?—Yes.

23510. That was before an interview?—Yes; I think so. It may not have been before the interview. I hardly think it could be.

23511. Then do you think you telegraphed him, notwithstanding a previous interview at which you learned his standing in the matter?—I presume so. I wanted a definite statement from himself whether he had any interest in it or not.

23512. Was the telegram to ask whether he had consummated his intention of retiring, because at his interview he informed you that he had that intention?—No; the telegram was to ask him whether I might state that he had not any interest in that contract. I have no objection that you should get that telegram—I mean from the Department, if it can be got.

23513. We do not consider it necessary to get such particulars; we only wish to learn if there is anything about it that you think desirable should be put in the evidence?—Of course I am perfectly aware of the falsehoods circulated in the country about it at the time. I

Purchase of  
Rails—  
Contracts Nos.  
6-11.

C. Mackenzie's  
retirement  
from firm of  
Cooper, Fair-  
man & Co.

Telephed to Chas.  
Mackenzie to  
know if he might  
say he had no  
interest in firm of  
Cooper, Fairman  
& Co.

Hardly thinks  
this telegram  
could have been  
before an  
interview.

Telegraphed to  
him after an  
interview in  
which he learned  
his standing  
towards the firm,  
because he want-  
ed a definite  
statement.

**C. Mackenzie's retirement from firm of Cooper, Fairman & Co.**

presume that no one, though used for political purposes, ever believed that I had any connection with anything that was improper, and I merely mention what I have done because of those statements.

**Georgian Bay Branch—Contract No. 12.**

23514. It is for the purpose of affording an opportunity to make any desired explanation that we mention the subject. The next contract in the order of numbers is the Georgian Bay Branch; that was made with Mr. Foster in February, 1875, and about the end of the year, or the beginning of next, it was cancelled?—Yes.

23515. Not speaking just now of the Canada Central extension, but of the Georgian Bay Branch proper—a payment of about \$41,000 was made?—Yes.

**As to the payment of \$41,000 to Foster, can only say that Fleming reported the money might be paid.**

23516. It seems that this was the whole amount paid by the Government, and his deposit was returned to him. The only matter about this which we desire to enquire into is whether the fact that this line was impracticable could have been ascertained for a smaller sum if the Government had undertaken the explorations and surveys which Mr. Foster made, and for which this was intended to reimburse him: can you give us any information upon that subject?—We have simply Mr. Fleming's report, in which he says that the amount expended would be useful in continuing the explorations westward, and if properly certified might be paid to that extent. I forget the precise amount he suggested.

23517. Mr. Fleming, as we have gathered from a report which he himself puts in, made very strong representations to the Government based on letters of Mr. Hazlewood, that such a route as that adopted by the Government would certainly be feasible?—Yes.

**Fleming turned out to be mistaken in his belief that the route adopted by the Government would prove feasible.**

23518. And that that turned out to be a mistake; so that the only circumstance about it was that the Government was misled into this contract upon incorrect information from the Engineering Department?—Yes; of course.

23519. Is there anything else about it which you think worthy of mention?—Nothing occurs to me, but I would be very glad that you should ask me any question that occurs to yourself.

23520. There is nothing else about it that we think requires explanation?—I have been told lately that the route selected by Mr. Hazlewood would have turned out to be the best after all.

23521. Mr. Shanly and Mr. Fleming, at a later date, state that the gradients could not have been secured. At first Mr. Fleming did not agree with Mr. Shanly's proposition, but on the latter occasion he admits in effect that his first information was not well founded: is there anything connected with it which you think ought to be mentioned?—No; I am not aware of anything as far as explanation is concerned, but I will be very happy to give any if required.

23522. *The Chairman.*—Nothing occurs to us.

**Railway Location—Contract No. 13.**

23523. The number of the next contract is 13, which was for the portion of the railway next west of Lake Superior; could you say whether any definite policy upon the question of building a line through that section of the country had been adopted by the Government?—Well, the objection that I previously raised as to discussing the policy of the Government comes in, but as the matter was really explained in some of my speeches, I need not have any hesitation on

that point at present. The policy of the Government was to obtain the best and shortest line as to grades and curves between Thunder Bay and Red River, or Rat Portage, which was the objective point between the two. The policy of the Government looked to the possibility of the road east of Thunder Bay not being constructed for many years, and to use the water as the means of communication between the Ontario system of railways and Fort William, and possibly to utilize the small lakes in the interior of this country also for a term. The Government might, perhaps, have chosen not to commence any building at all until the entire line was surveyed and decided upon, but we looked upon it as very important to have an immediate entrance into that country through our own territory for the summer, if not for the whole year, and therefore decided to construct this portion as fast as we could get it put under contract, the two ends at least, that is, between Red River and Rat Portage, and between Fort William and the interior line of lakes at Port Savanne.

**Railway Location—  
Contract No. 13.**

Policy of Government to obtain the shortest line between Thunder Bay and Rat Portage.

Decided to construct this portion as fast as it could be got under contract.

23524. You have answered the question at greater length than I intended when I asked it, because you have been good enough to inform us of some of the reasons for the policy. My object in asking the question was to ascertain what the policy was (or if there was any policy) as to the mode of building that link. That being now established, I would like to ask whether it was so decided, without reference to the state of the examinations by the engineers, or whether it depended upon any conclusion as to the sufficiency at that time of those examinations. This is asked with a view only of ascertaining whether the engineering staff were then considered efficient?—The line was run in the first place from Nipigon Bay up by the Sturgeon River route, keeping far north of the present line, but was exceedingly rough—so rough and impracticable, in fact, as to lead the engineers and the Government to give up the idea of taking it by that line. In 1873 and the early part of 1874 it seemed probable that the Nipigon Bay line would be the one adopted; but for the reasons stated and the other reason not stated, but which I may state, that we found it quite practicable to obtain the minimum grades upon this line, and very straight curves, we proceeded with that. As to the engineering staff, it is a very difficult thing for a staff, scattered over a country like that, to obtain in one year or two an accurate idea of the difficulties to be encountered.

Line run in the first place from Nipigon up by the Sturgeon River route far to north of present line, but was so rough as to lead to its being given up.

23525. Perhaps I ought to have put my question in this way: whether, before entering upon any contract for section 13, it was understood that the Engineering Department had acquired such information as would enable quantities to be mentioned with something like accuracy?—Well, I do not think there was such an instrumental survey of the whole line at that time as made it possible to do that. It was a matter of calculation by observation simply, as any engineer can tell in passing through a country what it is likely to amount to as to quantities. The east end and the west end were ascertained at the time.

Does not think before making contract there had been such an instrumental survey as would have made it possible to give quantities with something like accuracy.

23526. I think as to section 13 it appears that no location, properly so called, had taken place, but what Mr. Fleming designates a trial location, and that the quantities had not been even approximately ascertained?—That was not my impression.

23527. Do you remember that at the time the contractors went upon the ground to commence this work they were not able to proceed, and

**Railway Location—**

**Contract No. 13.**

Contractors delayed while a location was being made.

remained some weeks while the actual location was taking place?—That is while a deviation took place. Mr. Hazlewood ascertained that there was a better route for many miles, both as to quantities and as to grades, and it appeared that Mr. Murdoch had never examined the country as a whole as Mr. Hazlewood did, and that part that was changed had to be gone over again. That is my recollection of the circumstances.

23528. Mr. Marcus Smith has said, I think, among other witnesses, that this contract was let upon a trial location; and it appears that the specifications were dated January, 1875?—It was let upon precisely the same data as the other contracts were let, I think.

23529. It would be convenient to deal only with this one at this moment. Mr. Fleming, at page 9 of his report of 1877, in describing all the surveys that had taken place up to the end of 1874, says a trial location survey from Thunder Bay to Shebandowan had been made, and he distinguishes between a trial location and a regular location by saying that the first mentioned, namely, the trial location, is the first attempt at staking out a line for construction, the tangents being laid down, and, when necessary, the curves being set out, and he proceeds to describe the location survey as a more exact examination of the ground?—Well, I understand it was an exact survey of the ground, that the quantities were calculated from actual data. Indeed, it could not have been anything else.

The quantities were calculated from actual data.

23530. You think it must have been a regular location?—I think so.

23531. Is it because the specifications purported to give quantities that you come to that conclusion?—Yes.

23532. That brings us back to the question that I first intended to ask—whether the Government, at the time of deciding to build the line, considered that they had means of arriving at accurate quantities?—So the engineers reported.

At the time of deciding to build the line the engineers reported that the Government had the means of arriving at accurate quantities.

23533. Then it was upon that representation that the policy was adopted, as I understand?—Undoubtedly; partly as to quantities and partly as to grades. The question of grades was a governing one always. We decided on a policy of having a minimum grade coming east and one going west, the one going west of forty and coming east of twenty-six, and even if it had made a serious difficulty in cost, we probably would still have persevered in carrying out the line.

23534. Shebandowan was at first the western terminus of contract No. 13?—Yes.

23535. That was abandoned and the line was deflected north-westerly at some point nearer Thunder Bay?—It was supposed at first that the best line lay by the Shebandowan and Sturgeon Falls route, with a possibility of crossing by the Narrows, but having in any case the objective point of Rat Portage. The country west of Sturgeon Falls was found too rough to be considered practicable, and the deviation was made northward without lengthening the line at all.

Country west of Sturgeon Falls too rough, and a deviation northward made without lengthening the line.

23536. All the other questions that have occurred to us concerning section 13 appear to be engineering ones, and it is not necessary to trouble you further unless you think of something that ought to be mentioned?—No; there is nothing that I know of.

23537. The number of the next contract is 14. That was from Red River to Cross Lake. In order to proceed with the construction of that, it was necessary, of course, to settle a terminus on Red River. Selkirk seems to have been selected for that: can you say whether you, as Minister of Public Works, took any part in that selection, or was it left to the Engineer?—It was left to the Engineer.

23538. As to whether it was desirable to let the contract at the time that it was let for practical purposes, I would ask whether you are aware that a portion of the line next the Red River could not be proceeded with, and that when the contractors arrived on the ground they were not able to go on, and were put to large expense. Please look at this answer to question 1742 by Mr. Sifton, I do not know whether it will refresh your memory?—If there was any remonstrance made by the contractor, it will be in the Department, I suppose. I have no recollection of anything of the kind.

23539. I am not speaking as to the position he afterwards took on the subject, but as to the knowledge the Department had at the time of the real state of affairs in that neighbourhood?—I am not aware of any special state of affairs.

23540. Were you aware that at that time there was no located line next the river, and that the contractors would be obliged to transport their supplies for some distance into the country before they began their work?—No; I was not.

23541. There was a change from the original contract made respecting a portion of the line just at the east end by which Mr. Whitehead undertook to finish that instead of the original contractors, Sifton, Ward & Co. I have here a written agreement which was made between the parties subject to the approval of the Minister at the time?—What is the date?

23542. 13th of September, 1878. This is a copy of the contract, and I may refresh your memory by stating the difficulties that seemed to exist at the time. The work at the east end of section 14 was over a much rougher portion of the country than that west of it?—Yes.

23543. That seemed to involve the necessity of using machinery, engines and cars, &c., to transport the earth from one part to another to do the filling. Mr. Whitehead, the contractor for section 15, had this machinery; Mr. Sifton had not, and some arrangement was made between them, subject to your approval: can you say whether you assented to that on the understanding that Sifton & Ward should, nevertheless, get their original prices, or whether it was an abandonment on their part of so much of the line and the assumption of it by Mr. Whitehead?—I certainly had no intention it should be anything else but that.

23544. But what?—That Mr. Whitehead should do the work.

23545. For the Government or for them?—For them.

23546. Did you understand they were to get their original prices?—Of course not. Whatever Mr. Whitehead was to get they could not get.

23547. Were they to get anything else beyond his contract price?—He was to get what their contract called for. They could get no more, and if Mr. Whitehead did part of the work that their contract covered,

**Railway Location—**  
**Contract No. 14.**  
The selection of Selkirk as the Red River terminus left to Engineer.

Not aware at the time contract was let that there was no located line next the river.

**Railway Construction.**  
Contract with Whitehead to finish the work at the east end.

Understood that whatever Whitehead was to get, the contractors would get.



**Railway Construction—  
Contract No. 14.**

he was entitled to be paid, of course, according to the agreement between them.

23548. I wish to ascertain now whether the particular nature of this assent on your part, or the result of it rather, was discussed or considered at the time, and I would like to explain more fully the nature of the dispute which has since arisen. I am not doing this with a view to ascertain whether their claim is a good or a bad one, but whether the action of the Department was expedient. They had no limit to the price which should be paid for haulage. The usual condition, at all events, in subsequent contracts was that after 2,500 feet contractors got no additional haulage, but that between 1,200 and 2,500 feet they got 1 ct. per 100 feet. The haulage in this case was some two miles. Mr. Whitehead undertook to do it for 40 cts. and find his own implements, and no extra charge. Sifton & Ward say he was their sub-contractor, that they did not give it up entirely to Mr. Whitehead, that they were to get their price for haulage, which amounts to some \$150,000 above Mr. Whitehead's price, that Mr. Whitehead's price should be taken out of that sum and that they should be paid the difference: I wish to know if these features of the transaction were submitted to you and considered by you?—I do not think they were. It was the substitution of one contractor for another as to that particular work; that is my recollection. However, I was somewhat busy about the time this arose.

The contract with Whitehead was the substitution of one contractor for another for the portion of work in question.

23549. We have no further questions concerning section 14, but if you think of any other fact which would be material we should be glad to know it?—I know of nothing concerning it, only what is in the Department.

23550. There is another matter that has occurred to us, and which may be worthy of consideration, but which is perhaps more of an engineering question than a Departmental one. It is this: that this substitution of one contractor for another upon that end might have been prevented if that portion of the country had been thrown into section 15, because it was the same character of country. I may ask you whether you took any part in deciding that the terminus of section 15 at Cross Lake should be where it is instead of a mile and a-half further west?—No; it was wholly the Chief Engineer. I knew nothing of the country personally, except what I could glean from reports.

**Fort Frances Lock—  
Expenditure.**  
Knows nothing contrary to the view that the moneys paid out had been accounted for.

23551. There is a circumstance connected with the expenditure at Fort Frances Lock which has not been dealt with, I understand, by any Parliamentary Committee—it is this: not whether it was an expedient thing to build it, but whether the money actually paid out by the Government was fairly accounted for and fully spent in the interests of the Government?—I know nothing to the contrary.

23552. Do you know whether it has been investigated in any way by the Department?—I presume the same investigation takes place with regard to all payments. I know of no special investigation. The matter of payments is always a matter between the engineers and the Deputy Minister.

23553. Then no question has arisen specially to call your attention to the subject?—No; I never investigated accounts unless my attention was called to it specially by the Deputy.

Tendering—  
Contract No. 15.

23554. The next number is section 15, upon which a great deal of discussion has taken place regarding the engineering and financial features, and I hardly think it necessary to ask you anything about that. It has been very fully dealt with, but as to the letting of the contract, it was let to Mr. Whitehead nominally in conjunction with Sutton & Thompson?—It was let to Sutton & Thompson, and they took Mr. Whitehead in as a partner, and he afterwards bought them out altogether. That is my recollection of it.

23555. But was not the original contract in the name of the three?—I think so unless the sale was made before the contract was signed, I am not quite positive about that. There is a printed return, I think, somewhere, an Order-in-Council, which explains the whole of it.

23556. It was let to the three apparently together?—That is my recollection. Contract let to three contractors.

23557. That is what I intended to say when I said it was let to him in conjunction with them; my question about that is whether at the time it was actually let apparently to the three of them, you were aware that he was, by arrangement with the others, the single person interested?—I am not sure that I was at the time. I was aware afterwards—very soon afterwards—that he was to do the work himself. Not sure whether at time of letting he was aware that Whitehead was alone interested

23558. It was before the contract was really awarded to them that he arranged that he alone was to be interested?—He may have.

23559. My question was intended to ascertain whether you or any one in the Department was aware that he alone was interested?—I do not think so, then.

23560. Were you aware that Senator McDonald or his son had any interest in the contract at the time it was let?—No; I was not. Perhaps you would allow me to look at that Order-in-Council; I think there is a narrative there. We were dealing with Sutton & Thompson altogether in letting the contract, and I observe, as I thought, they answered telegrams that were sent to them as to whether they had paid Mr. Charlton or any one on his account a sum of money for withdrawing. Was not aware that Senator McDonald or his son had any interest in contract.

23561. I understand you to say that at that time you were not aware that Senator McDonald had any interest, or was taking any part in the matter?—Senator McDonald called at the Department on behalf of Mr. Whitehead, and told us that he was to furnish the security, but we knew nothing of any arrangements between the two. I supposed, being a relative, that he was doing it as a matter of favour to Mr. Whitehead.

23562. Was there any reason to suppose, at that time, that they were effecting the withdrawal of Charlton?—I saw it stated somewhere, or had a letter sent me, I forget which, that they were instrumental in doing that, and Mr. McDonald was in my office and I asked him the question. He denied it very explicitly, and said it was wholly untrue, but I thought that a formal letter should be addressed to themselves. Accordingly this telegram was sent: Asked Senator McDonald who was in his office whether they had paid Charlton for getting out of the way, and Senator McDonald denied it very explicitly.

“OTTAWA, 5th January, 1877.

“Messrs. SUTTON & THOMPSON,  
“Brantford, Ontario.

“I am directed by the Minister of Public Works to say that the Department has been informed by parties interested, that the firm of Sutton & Thompson, or some

**Tendering—  
Contract No. 15.**

person acting on their behalf, has paid Charlton & Co., or Mr. Charlton individually, a sum of money for withdrawing their tender for the construction of section 15 of the Canada Pacific Railway, and to ask if there is any truth in this matter.

(Signed) "F. BRAUN,  
"Secretary."

On the morning of the 6th, that is the next morning, the following reply was received:—

"(Private.)

"By telegram from Brantford, 6th, to F. Braun, Esq., Secretary Public Works Department:

Sutton & Thompson deny that any money was paid to Charlton.

"No truth whatever in the statement that we, or any person on our behalf paid Charlton & Co., or Mr. Charlton individually, a sum of money for withdrawing their tender for construction of section 15 of the Canada Pacific Railway.

(Signed) "SUTTON & THOMPSON."

I assumed, upon Mr. McDonald's representations, which were very strong indeed, as well as this direct denial of Sutton & Thompson, that they were maligned in the matter. I never ascertained whether there was any truth in it or not.

23563. Do you remember that before the matter was finally closed Mr. Martin, who had been a partner of Charlton's, and whose name was mentioned in the original tender, claimed that he had rights which should not be overlooked?—Oh, yes, I remember it quite well; I think it is dealt with there in that Order-in-Council. I will find it if you will allow me. Here it is:

The way Martin, Charlton's partner, was dealt with.

"The letter of Mr. Martin, one of the principals of the firm of Messrs Charlton & Co. already referred to, contains a statement that he is prepared to proceed to give the necessary security. But he did not tender any security, and as he had been given the opportunity for two months to do so, it would have been evidently useless to wait longer on his account, setting aside altogether the matter of the rupture of the firm of which he was a member."

23564. The report which contains that matter is dated on the 6th of January; Mr Martin's letter is on the 29th of December; would you say whether after the 29th of December you declined to negotiate in any way with Mr Martin, or declined to recognize his standing?—I do not remember the precise date, but I presume from the memorandum that we made, the tender of the work to other parties, and we ceased negotiations with him as a matter of course.

23565. Then, at no time after receiving his communication did you recognize his standing, or deal with him?—We should not; I am not aware that we did. I do not think it is possible that we could.

23566. I am not sure whether you gave as one of the reasons for not dealing with Mr. Martin, that you had already offered it to the next highest tenderers?—I do not know that I did.

23567. Or do you understand that, as far as the next lowest tenderers were concerned, the matter was open?—It could not be open if we offered it to those parties.

23568. I am only asking whether it was open or whether it had then been offered?—I presume it could not be open, and after examining the Charlton & Martin tender we were tolerably well satisfied it was not a *bona fide* tender at all. It was a matter of contract jobbing, I think.

23569. Is there any other circumstance connected with section 15 which occurs to you as being proper to give in evidence?—You have not asked anything about the other tender.

23570. Which?—Kane & Macdonald's.

23571. We have not considered it necessary to ask anything about that; but if there is anything beyond what appears in the reports that you think material, we should be glad to hear it?—Well, I understood from an extract I saw of your proceedings, that Mr. Macdonald made certain representations here.

23572. That did not lead us to think it necessary to ask anything further?—Very well. I have merely to say that Mr. Macdonald and Mr. Kane (I think the other party's name was) tendered, and they wanted to make a condition, that section 14 should be finished within the time mentioned. I could make no condition with any individual contractor. I saw that Mr. Macdonald had made certain representations here, and I thought it proper to mention that. We would be making a new contract without advertising, if we had done so. It would be making the Government responsible for implementing their contract, and for damages if they were not through with section 14 within the specified time. They received every courtesy and attention at all times from the Department, and I have a letter of profuse thanks from Mr. Macdonald for the attention he had received at the Department.

23573. The next is No. 16, which was an arrangement with the Canada Central Railway for an extension from the vicinity of Douglas. There is no question which occurs to us excepting that concerning the rails. There was a loan or an advance of rails; do you remember whether that was returned either in money or in the same quality of rails?—As you are placing that in evidence it would be better to state the facts, I think.

23574. If you will?—The Government were bound by the agreement with the Canada Central to pay 75 per cent. upon rails delivered. A quantity of rails were delivered at Renfrew as near the line of the railway as they could be got. An Order-in-Council specified the neighbourhood of Renfrew or Douglas as the beginning of the subsidized road. Mr. Foster proceeded to construct the branch—we supposed then it would only be a branch—to Pembroke, and applied to the Government for a certain quantity, I forget how much, 100 or 200 tons of these rails, as a loan, until he could deliver others. The Government permitted him to get that quantity, he giving in security in South Eastern Railway bonds to the extent of £60,000, if I recollect right. The rails were afterwards replaced, or accounted for rather in the new contract. The rails did not belong to the Government, but to the company, but we had advanced 75 per cent. of their value according to Mr. Fleming's certificate of the value of the rails. Then they became Government property until the contract was fulfilled. After the rails were laid, the Government ceased to have any control over them.

23575. The next contract, No. 17, was for the transportation of rails from Liverpool to Vancouver Island. It was made by Anderson, Anderson & Co. at the rate of £2 per ton, I think, this item amounted to something over \$50,000; do you remember whether any steps were taken by the Department to ascertain the prices of freights in England before giving the work to Cooper, Fairman & Co., or whether they were allowed to fix the rates?—No; we had some information, whether it was looking at the newspapers, or getting the rates from some other quarter, I do not remember. That was about the freight. £2 10s.

Tendering—  
Contract No. 14.

Kane & Macdonald tendered but they wanted to impose a condition that contract 14 should be finished by a certain time.

Canada Central  
Contract No. 16.

Loan of rails.

Transportation  
of rails—  
Contract No. 17.  
Did not seek to  
ascertain the  
freights.

**Transportation  
of Rails—**

**Contract No. 17.**

was what they asked in the first place, I believe. That we declined, and we gave £2.

23576. I think their first offer was £2, and after it was accepted they wanted it raised; but you held them to the original bargain?—Was that it? I had forgotten.

**Contract No. 18.**

23577. The next, No. 18, is for the transportation of rails from Duluth to Winnipeg. That appears to have been let without any public competition. There were two offers made from individuals: one from Fuller & Milne of Hamilton, on the 6th of April, 1875, and another on the 21st of April, 1875, from N. W. Kittson; do you remember anything of that transaction?—No; I only remember that the contract was given to Kittson & Co.—the North-West Co., I think it was called, or something of that sort.

23578. The Red River Transportation Co.?—Yes.

23579. Do you remember an interview between Mr. Hill and yourself on the subject, he representing the Red River Transportation Co.?—I saw Mr. Hill; I do not know whether it was on that occasion or not.

**Reason why a  
higher price was  
paid to Kittson  
than Fuller &  
Milne were ready  
to do the work  
for.**

23580. Do you remember any good reason why a higher price should be paid to Kittson & Co. than to Fuller & Milne?—I think they were the only parties who could do it, for one thing. They had control over all the boats on the river, and they had control of the railway; but besides that we had nothing for storage giving it to Kittson. They were obliged to find storage and wharfage at Duluth, and besides there was a question of currency which made a difference of some cents. We thought it advisable on all grounds that they should obtain the contract.

23582. Then, upon the whole, do you say that there were some reasons why it should be given to Kittson at a higher price?—The reason I have stated was, I believed they were the only parties who could do it, but I do not believe the price was higher.

23582. If it was higher, was there any reason that you know of?—There could be no other reason than that.

23583. You think there was that reason—that they offered storage, which Fuller & Milne did not?—The others could not; they had not the storage.

23584. But if they tendered for it?—I do not think they tendered for it; that is my recollection at least.

23585. As far as the currency is concerned Fuller & Milne state distinctly their rates are American currency?—In their tender?

23586. In their tender. That would dispose of that matter?—Yes; have you their tender there? (Tender handed to witness.)

**Kittson's condi-  
tions as to depth  
of Red River.**

23587. The offer of Mr. Kittson involved serious difficulties and conditions as to the state of the water in Red River; he offered to carry them only on condition that the water was of a certain depth, Mr. Fuller's offer was unconditional in that respect; and, as a matter of fact, Mr. Kittson did not deliver the rails as far north as was intended, the reason alleged by him being the state of the water?—Not all.

21588. I think some 29,000 tons used in building the Branch were not delivered?—That was to be built in any case.

Transportation  
of Rails—  
Contract No. 18.

21589. I think, in your Order-in-Council you advised the building of that Branch?—It had to be built at any rate.

21590. I mean built at that particular time?—Oh, yes.

21591. This is a letter of the 23rd of May, from your Department to Mr. Kittson upon the subject. I do not know that the correspondence shows that particular advantage which you think governed the decision about storage: are you aware whether it was arrived at by conversations and not by writing?—I think there is no doubt whatever that they had control of almost every boat on the river.

23592. And was that a reason why they should get a higher price?—It was a reason why they should have the contract if they were the parties, and the only parties, likely to deliver them.

23593. Fuller seems to have been a responsible party for a contract, because he had a contract for constructing a telegraph line?—I suppose so.

23594. And, if a responsible person, I suppose he could be dealt with?—No doubt. It was quite impossible for him to take them in in the same time.

Fuller a responsible person; nevertheless quite impossible for him to take rails in in the same time as Kittson.

23595. I notice that in a memorandum of yours in pencil at the foot of Kittson's offer of the 21st of April, you direct some one to write and say that Mr. Hill's offer—I suppose alluding to a verbal offer—covered all charges at Duluth, and asking that this be also put in writing?—Yes.

23596. He afterwards makes a written offer, but this item of storage which you mention does not appear to be in the writing?—It should have been.

23597. There is wharfage and dockage, and handling?—Yes; they were responsible for it altogether. The moment they were delivered over the vessel's side they took charge of them.

23598. After getting his revised offer in obedience to your pencil memorandum, I suppose it was assumed that the documentary evidence was complete as to the offer of both parties?—I suppose so. It ought to be, at all events.

23599. Do you know what the usage was as to the weight of tons in transactions concerning rails where no weight was mentioned?—I think the usual ton with us is 2,000 lbs.

2,000 lbs. the ton of usage.

23580. You think that was the usage at that time in dealing with rails?—I know nothing about rails. I mean to say that was the current weight of our ton.

23581. I ask whether you considered that applied to rails?—I do not remember whether we had that under consideration. It was, I think, the long ton at sea—the English ton.

23602. There was a contract (No. 20) with Cooper, Fairman & Co. representing the Merchants Lake line for the transportation of rails from Montreal to Fort William. That was submitted to public competition, and a Mr. Samuel appears to have been the lowest tenderer: do you remember any of the circumstances connected with the matter? He did not get the contract?—I do not remember the precise circumstances. I know there was some question arose about it. This

Contract No. 20.  
The lowest tenderer did not get the contract which was given to Cooper, Fairman & Co.

**Transportation  
of Rails—**

**Contract No. 20.** memorandum of the 29th of April, 1875, gives, of course, the whole history of the transaction.

23603. That appears to be based entirely upon the circumstance that Mr. Samuel was not a steamboat owner?—There is a paragraph to that effect.

23604. Do you remember whether there was any other reason?—I know of no reason—at least, I remember of no reason.

**Contract No. 28.** 23605. Contract No. 28 was also for the transportation of rails; it involves, apparently, an amount of something over \$200,000. It was awarded to the Red River Transportation Co. contractors, and without competition: do you remember whether there was any reason for not submitting it to competition?—What is the date?

23606. 16th of May, 1876?—And what is the date of the other?

23607. The other is just a year before?—No; I suppose the reasons are given in some departmental document.

Does not know the reason why this was not submitted to competition.

**Bolts and Nuts—  
Contract No. 30.**

Made with Cooper, Fairman & Co. without public competition.

23608. A subsequent contract, No. 30, of March, 1875, appears to have been made through Cooper, Fairman & Co. for bolts, and without public competition. Do you remember any reasons for that course?—Bolts or spikes?

23609. Bolts and nuts?—That was to fill their contract for the steel rails. There was a certain quantity to be supplied with the steel rails.

23610. The Mersey Co.'s tender had apparently offered to do so; but they informed the Department that this offer by Cooper, Fairman & Co. on their behalf was unauthorized, and they refused to fulfil it, which left the Government open to get the best offer they could. I am asking now whether any steps were taken to get a better offer?—I cannot say. Mr. Trudeau can tell that.

23611. He intimates that he is not aware of any steps, but the story seems not to be complete, and you may be aware of some steps?—I have no recollection, only I recollect enquiring if they had fulfilled their bargain as to the bolts.

23612. That was a contract concerning bolts to be delivered at Montreal?—Yes; that is where the rails were delivered.

**Contract No. 31.**

Cannot explain how Cooper, Fairman & Co. came to make a spontaneous offer, or why it should have been accepted without competition.

23613. In addition to that, contract No. 31 was brought about by Cooper, Fairman & Co., representing a firm in England, the Patent Bolt and Nut Co. This offer of theirs, apparently a spontaneous offer, was \$94.77 at Liverpool; but before that, at the time the original tenders were made for rails and nuts and bolts together, several persons had tendered, offering to deliver nuts and bolts in England at very much lower prices—from \$80 a ton down to \$77: do you know any reason why this spontaneous offer should be accepted without competition?—I know of no reason except to fill the rail contract.

23614. It is not connected with any contract, so far as we can learn; it was an entirely spontaneous offer from Cooper, Fairman & Co. to supply bolts and nuts?—It must have been connected with some other rail contract, otherwise they would not be wanted.

23615. The nuts and bolts may have been intended to be connected with the rails, but the nuts and bolts are provided by a distinct con-

tract. The next in order of time is contract 5A. It is the extension of the Pembina Branch northward to Selkirk. The only point requiring investigation about that is the authority for a telegram of the 11th of May, 1877, sent by Mr. Braun, which had the effect of giving very large prices for part of the work, although it was in a prairie country—paying as high prices as for similar work on section 15?—The earth work, I think, was the same price as for the South Pembina, and it was on that ground it was given, and it was a question with the Government whether it was not all one contract, the Pembina Branch, the termination of which was uncertain at the time it was let. It was built to the neighbourhood of Winnipeg, but it had to be built to connect with the main line.

23616. Whether it was, or was not, a continuation of the South Branch, was it discussed whether the prices allowed on section 15, that difficult country, should be paid to Mr. Whitehead on the Pembina Branch?—For earth work?

23617. Yes; ditches—off-take ditches?—The ditches, Mr. Fleming fixed a price for them. The off-take ditches were not considered to be in the contract, but the embankments were all the same price, according to my recollection.

23618. There is no evidence of any one fixing a price for off-take ditches; but, on the contrary, it appears to have been founded on a telegram from Mr. Braun, the authority for which we have not so far been able to discover?—The price was fixed by the Engineer, of course.

21619. Was the Engineer permitted to fix prices not mentioned in the contract?—The prices of off-take ditches, and other work not contemplated in the contract had to be fixed by the Engineer. Who else would do it? I have a perfect recollection of discussing the price of off-take ditches with Mr. Fleming, but what the price was I could not say.

23620. Having looked at Exhibits Nos. 23 and 24, which are Mr. Fleming's recommendation and your report to Council, and now looking at the telegram sent by Mr. Braun of the 11th of May, can you say whether that telegram, in its terms, was authorized by you?—I could authorize nothing in opposition to my report to Council and the recommendation in the report of the Engineer. There must be some mistake.

23621. This telegram is much more comprehensive than Mr. Fleming's report or your recommendation; it embraces all work that was to be done—not the four specified items only?—Except the earth work. 22 cts. for the earth work is the same in this telegram as in the other.

23622. But it speaks of all other work. Under this, in effect, Mr. Whitehead has been paid 45 cts. for off-take ditches which he says in his evidence, could have been done for 22 cts. if offered to competition; can you say whether, as far as that kind of work was concerned, this telegram was under your authority or not?—Oh, certainly not. I could authorize nothing but what was in the Engineer's report, I was always specially careful about that.

23623. There is one matter which I have omitted to ask concerning contract 25 on which a tunnel was built instead of an open cutting through some rock locality; it appears, by the evidence, that the contractor had arranged with the engineer on the spot to do the work at

Railway Construction—  
Contract 5 A.  
Braun's telegram giving contract 15 prices.

Recollects discussing price of off-take ditches with Fleming.

Asked whether telegram was authorized by him, declares he could not authorize anything contrary to his report to Council, and says there must be some mistake.

Always specially careful to authorize nothing not in Engineer's report.

Contract No. 25.



**Railway Construction—****Contract No. 25.**

Explanation of paying \$8 for tunnel work when a member of the firm was willing to do it for \$5.

\$8, but that he came down to Ottawa and had some negotiations with you, upon the strength of which he declined to do the work at the \$8?—It was a different contractor—one contractor making an arrangement about it there while the other was here.

23624. You mean two members of the same firm?—Yes; that is my recollection of it. I recollect very well hearing the price arranged by Mr. Hazlewood.

23625. The price afterwards was a higher one?—I know. We had a correspondence about it.

23626. It was paid afterwards on a report of Marcus Smith's for this reason: he said these men had undertaken to do some work on 13, which had been omitted by the contractors of 13, and in view of that they had better be paid the \$9. They got the \$9. What I intended to ask you was, whether, when you fixed upon the \$9 here, there was any reason for concluding that to be a fair price, because one of their firm at that time considered \$5 was enough?—There was no particular reason, except calculation arrived at of the cost of similar work elsewhere on discussion with the engineers. Making the tunnel saved a mile and three-quarters of railway nearly.

23627. I am speaking of the price of \$9. It was not arrived at in consequence of any individual negotiation with you?—No. I saw him about it, and Mr. Trudeau and one of the engineers. I forget whether it was Mr. Fleming or not.

**Transportation of Rails—****Contract No. 34.**

Witness asked for explanation how \$28 a ton was paid from Fort William to Manitoba, that being the price also agreed on for carriage from Kingston to Manitoba. Says he does not remember the circumstances connected with that bargain.

23628. Contract No. 34, as described in Mr. Fleming's report of 1879, appears to cover two transactions, one accomplished by correspondence with individuals, the other by tenders in the ordinary way. The latter was concerning the transportation of rails from Kingston to Manitoba, and the former for transportation from Fort William to Manitoba. The expenditure under each bargain is given in this report by Mr. Fleming at page 129. He gives the item for transportation from Fort William of 1,500 tons as costing \$27,000. Now it appears that without any competition the same price was thus given for transporting from Fort William as for the whole distance from Kingston; do you remember any of the circumstances connected with the making of that new bargain, and the reason for making it without competition?—No. The principal price in transporting rails is loading and unloading. The mere matter of a day's sailing does not amount to much. I presume the fact was we had to take some of those rails to supply the want in the west, and we were obliged to take them from Fort William instead of waiting for them to come from Montreal.

23629. Some of the witnesses say that \$18 was an extravagant price to pay for transporting them that distance: do you remember any reason for giving that price?—The extravagance cannot be great if \$15 was the price to Duluth, and the \$3 was to Fort William, and that made up the \$18.

23630. Do you remember that as a fact?—No, I do not. I say, if that was the rate, the prices were about the same as usual.

23631. Nothing further occurs to us to ask you. If there is anything in addition which you think ought to be stated by way of evidence, we shall be glad to hear it?—No, I have nothing to state.

OTTAWA, Tuesday, 3rd January, 1882.

Practice of  
Department.

TOUSSAINT TRUDEAU's examination continued :

*By the Chairman :—*

23632. In the progress of your evidence you stated that most of the decisions of the Department would be recorded by some memorandum showing that the Minister had instructed them to be carried out : are you still of the same opinion, or have you found decisions of any importance in which there was no such memorandum?—There is not always a memorandum. I have found several instances in which we had no written instructions.

Not always a memorandum to be found showing that the Minister directed the decisions of Department.

23633. I was asking not only for written instructions, but written memoranda made at the time to show that such instructions were given : such memoranda might be made by some subordinate?—There are instances without memoranda of that description.

23634. In some of the cases which have been explained before us we have not been able to ascertain clearly the authority by which the contracts have been entered into, or the proceedings which were summated by the contract. In one case, that of contract No. 4, given to Oliver Davidson & Co., you stated that it was managed by the Minister, and that you did not enquire into it deeply. Mr. Mackenzie himself, under examination, led us to understand that in no instance did he award a contract without the acquiescence of his subordinates, and this is one of the matters upon which you got notice that you would be examined. I now wish to know if, after investigation, you are able to say whether you took any part, and if so, what part, in the arrangement of that contract No. 4?—I have nothing to add to my former evidence on that subject. I have not found any memorandum showing what part I had taken, and I do not think I took any part.

Telegraph—  
Tendering.  
Contract No. 4.

23635. Is there any written report on record in your Department, showing the quantity of rails which, in the fall of 1874, were within some specified time likely to be used on the railway?—No.

Witness does not think he took any part in the letting of this contract.

23636. I gathered from your evidence upon former occasions, in which you explained the practice of the Department concerning official transactions, that all correspondence was intended to be recorded : is that still your impression, or was I right in supposing that to be the substance of your answers?—Yes, it is still my impression.

Purchase of  
Rails—  
Contracts Nos.  
6-11.

No written report showing the quantities of rails which in fall of 1874 were likely to be used.

All correspondence intended to be recorded.

23637. We find, in the correspondence concerning steel rails, several communications directed by Messrs. Cooper, Fairman & Co. to the private secretary of the Minister at that time, Mr. Buckingham, and the correspondence is not complete because of the omission of the answers to these communications, as far as any printed return shows : can you say whether there is any record now of the answers from Mr. Buckingham to this firm?—No; there is no record.

No record of the answer of Buckingham to Cooper, Fairman & Co.

23638. Was that an exceptional case, or is it usual that private secretaries should deal with departmental transactions and not place the correspondence on record?—The intention of the Department is that any official letter written by the private secretary should be recorded. I am not aware of any correspondence being exchanged and not recorded; there may have been correspondence, or there may not.

The intention of Department that any official letter written by a private secretary should be recorded.

23639. Then, you mean that you are not sure that any answer was given by Mr. Buckingham to these communications?—I do mean that; yes.

**Purchase of  
Balls—  
Contracts Nos.  
6-11.**

23640. Have you any reason to think that there was?—I do not know personally whether there were any answers or not.

23641. I understand that you do not know, but I was asking whether, from your knowledge of the transactions that were going on at that time, you have any reason to think that there were answers to the communications?—I should rather reply to a special instance than to a general question of that kind.

23642. Will you select the instance, or shall I?—You may select the instance.

**Does not know  
whether Buck-  
ingham answered  
Cooper, Fairman  
& Co.'s letters.**

23643. If you will look at page 41 of a Blue Book return to the House of Commons, dated 6th of April, 1876, you will see some communications from Cooper, Fairman & Co., and from Mr. Cooper: will you please look at them and say whether you know anything about the negotiations at that time, and whether Mr. Buckingham probably answered them?—I do not know whether Mr. Buckingham answered them.

23644. Is it usual, in negotiations concerning departmental transactions, that a correspondence should take place between tenderers or contractors and the private secretary?—No.

**Telegraph—  
Tendering.  
Contract No. 4.**

23645. Upon a former occasion, you were asked concerning the time given to Waddle & Smith to put up their security in support of their tender for contract No. 4; I understood that you were not aware of any correspondence, and could not find any in the Department beyond that which was published in the Blue Book. Since that, Mr. Mackenzie, as a witness, stated that he had no recollection that they had been passed over without being informed that a day was fixed before which they must give security, and he did not believe it, because he thought you were very careful about giving such notices. I wish to know now whether you were careful enough to give such a notice, or whether Waddle & Smith were otherwise notified of a day before which they must put up their security or forfeit their position?—I have not found any formal notice, and I do not recollect what kind of notice was given them.

**No reason to  
think Blue Book  
return does not  
contain the whole  
correspondence.**

23646. Have you any reason to think that the Blue Book return does not include the whole of the correspondence on the subject?—No reason.

**Purchase of  
rails—  
Contracts Nos.  
6-11.**

23647. There were several contracts concerning steel rails, numbered from 6 to 11 inclusive; I gather from the evidence of Mr. Mackenzie that it was his habit to take the judgment of yourself and Mr. Fleming, or some others in the Department, before deciding upon these contracts: I wish you to say now whether your judgment was asked concerning those contracts, and to what extent your views were invited?—I have no recollection that my judgment was asked on that occasion.

**Has no doubt  
that as to those  
rails contracts,  
he was not asked  
for his judgment.**

23648. Is it, in your mind, a matter of doubt whether you were asked or not to give your judgment?—In the matter of rails it is not.

**The Minister  
decided himself.**

23649. Then, which way do you say it was?—The Minister decided himself.

23650. We have asked you to furnish a statement of the highest authority which is recorded as having directed the different contracts before the closing of them: has that been prepared?—It is now being prepared, and it will be ready in a very short time.

Surveys, B.C.—  
Kitlope Valley.

CANADIAN PACIFIC RAILWAY ROYAL COMMISSION,  
OTTAWA, July 9th, 1881.

C. H. GAMSBY Esq.,  
Civil Engineer, British Columbia.

DEAR SIR,—Some of the witnesses before the Commissioners appointed to enquire into matters connected with the Canadian Pacific Railway have given evidence concerning the examination of portions of the country between the Dean Inlet and the Gardner Inlet on the Pacific coast; the first of these having been made under Mr. Horetzky in 1874, the second under you early in 1876.

Letter from  
Secretary of  
Canadian Pacific  
Railway Com-  
mission to  
Gamsby embody-  
ing questions for  
Gamsby to  
answer.

You will no doubt remember that your instructions were to explore from "the head of Gardner's Inlet, *vid* the valley of the Kitlope River across the summit to Tochquonyala Lake."

Mr. McNicol, who was one of your party on this occasion, has given his testimony on the subject, and inasmuch as Mr. Secretan and he, according to his account, made the examination without your presence over that part of the country which was evidently intended to be examined more critically than any other—namely, the neighbourhood of the height of land and Tochquonyala Lake—it is likely that he would have within his own knowledge more facts concerning the subject than you could have. Yet as you were his superior officer it is possible that you may be better able than he is to give reasons for the course adopted by your party, and for the conclusions which you reported to the Chief Engineer.

Therefore, the Commissioners have thought it proper to communicate to you the material parts of the evidence heretofore received, the conclusions to which it seems to point, and to ask you for such explanations as seem to them to be required, as well as those additional ones, if any, which you may think it expedient to offer.

The probability of your being able to give direct testimony, concerning the country alluded to, more valuable than that of Mr. McNicol, seems so slight that the Commissioners do not feel justified in calling you from British Columbia to give evidence in the ordinary way before them, involving as it would so much loss of time and a serious expense. They hope, however, that you will not object to further their investigation by affording in another way such reliable evidence as you can in the shape of a written deposition, under oath, before some officer duly qualified to take it. Any magistrate may take it.

Under date of Nov. 15th, 1874, Mr. Horetzky reported to the Chief Engineer that on the 9th Sept. of that year he left the Dean Inlet and explored up the valley of the Tsatsquot, that after caching the canoes on the confluence of a tributary of that stream, he proceeded north-westward, and then after reaching a water-shed in the valley (1,200 feet elevation) he crossed the middle fork which came from the mountains on his right, and a short distance further reached a sheet of water to which he gave the name of the Beaver Lake. He gives the elevation of this lake at 1,100 feet above sea level, and the latitude of its lower end  $53^{\circ} 14' 45''$ . At this point he said that a mountain torrent from the northward entered it. This stream being a north-east fork of the Kitlope had its source in a glacier distant about seven miles from the lake. He reported that a mile or so east of this glacier source he discovered a pass through the comparatively low mountains forming the rearmost longitudinal mass of the Cascade range. This pass communicated between the ravine of the north-east fork of the

**Surveys, B.C.—  
Kitlope Valley.**

Letter from  
Secretary of  
Canadian Pacific  
Railway Com-  
mission to  
Gamsby embody-  
ing questions for  
Gamsby to  
answer.

Kitlope, and a sheet of water on the eastern plateau, to which he gave the name of Lake Tochquonyala. Of this lake he gives the altitude at 2,920 feet, and the latitude at 53° 20' 13".

He proceeds to say that having camped on the left bank of the north-east fork of the Kitlope, at an elevation of 2,900 feet above the sea, he ascended the mountains to a height of 5,000 feet above the sea, and at that spot, turning to the south-west, a large flat glacier lay a little way beneath, discharging the waters of the north-east fork which could be traced like a silver thread as they rushed down the steep ravine to Beaver Lake.

Mr. Horetzky's full report, from portions of which the above is summarized, is printed at page 137 of Mr. Fleming's special report for the year 1877.

Together with his report, Mr. Horetzky furnished the Department with a topographical sketch of the country examined by him. Of this a tracing (on a scale of 4,000 feet to the inch) was furnished to you, and from what he had seen of that tracing, Mr. McNicol was able to recognize the original filed in Ottawa.

Mr. Horetzky's report and sketch both being before the Commissioners seem to suggest that a railway ascending from tide water to the plateau east of the Cascades through the pass near his Tochquonyala Lake, would find an insuperable obstacle in this part of the Kitlope Valley, for there it must, within a distance of some six or seven miles, have been necessarily carried from the level of his Beaver Lake, 1,100 feet to the pass 3,100 feet above the sea, or at a gradient of much more than 300 feet per mile. In other words, that if the pass was to be utilized it could only be so by finding some easier grade than the best which could be obtained between these two points in the Kitlope Valley. The easier one is indicated as possible on a line descending gradually from the pass along the slopes of the mountains, on the eastern side, first of the Kitlope and then of the Tsatsquot Valley, down to Dean Inlet.

After this report and sketch by Mr. Horetzky it seems to have been considered expedient to obtain from instrumental examination more exact information than a bare exploration had afforded, and accordingly that Mr. Fleming instructed you to proceed to the locality and make the necessary examinations, taking with you the tracing of Mr. Horetzky's sketch, to which Mr. McNicol alluded.

From the proceedings up to this step one comes naturally to the opinion, that you were desired at the very least to ascertain more precisely than could be done by a track survey, the features of the country in the Kitlope Valley, between two sheets of water, one in latitude 53° 14' 45", at an altitude of 1,100 feet above the sea, and the other in latitude 53° 20' 13" at an altitude of 2,920 feet, both having been named by Mr. Horetzky in 1874: the first "Beaver Lake," the second "Tochquonyala Lake."

1. The Commissioners desire to know whether, before entering on this service, you were aware of the substance of the above summary of part of Mr. Horetzky's report, or if not aware of all that is above mentioned, of how much of it?

2. Your report states that your initial point being in latitude 53° 12' 20" and your course of exploration a little south of east for twenty-four miles, at about the eighth mile of your progress you found a lake the shape and bearing of which corresponds to the lake called

**Surveys, B.C.—  
Kitlope Valley.**

Letter from  
Secretary of  
Canadian Pacific  
Railway Com-  
mission to  
Gamsby embody-  
ing questions for  
Gamsby to  
answer.

Beaver Lake on Horetzky's sketch, but you say it is much larger, being from eight to nine miles long and nearer the coast by seven or eight miles and only fifteen feet above the sea. The Commissioners desire to know why you marked the lake as Beaver Lake on the topographical sketch which accompanied your report of this expedition?

3. Also, whether you ascertained the shape of the lake, and how?  
4. And whether you ascertained the length of it, and how?  
5. And again, whether you had then any, and if so, what means of knowing how far from the sea Mr. Horetzky or any one else had represented his Beaver Lake to be?

6. Mr. McNicol stated that you went no farther than the end of the first twenty-six miles, and that on reaching that point you prepared to return to the sea coast, you yourself retaining Mr. Horetzky's sketch, and directing Mr. Secretan and him to proceed to complete the examination without you. Inasmuch as you had not then reached the neighbourhood of any lake which you could believe to be the Tochquonyala of your search, the Commissioners do not understand why you should not personally have continued the examination of the country, and they wish to be informed of the reasons which led to the course then adopted by you?

7. How was it that with Horetzky's sketch of his exploration at your command, you reported in effect that Tochquonyala Lake emptied into a stream which joined the Tsatsquot in its progress to the sea, his sketch showing as it did that Tochquonyala Lake emptied entirely into waters flowing from the opposite side of the height of land towards the central plateau of British Columbia?

8. Did you, in fact, assume that all the data given by Mr. Horetzky's report and sketch were incorrect?

9. If not, please state the several data of those shown by him which are consistent with the accuracy of your report?

10. In your report you say that streams flow into the basin of the Kitlope from all points, evidently meaning the valley of the Kitlope as explored by you, and that the only exit from the valley is by the pass explored (also pointing to the pass found by your party), and that this is only a divide between the waters flowing into the Gardner and Dean Inlets. The Commissioners desire to know whether you had any reason for making this statement beyond the information derived from this examination made by you in 1876, and embraced in your report?

11. If so, what the reasons were?

12. They also desire that you should say whether you have, since the making of your report, come to the conclusion that your party failed to examine either the whole or some part, and if so, what part of the country, which at the time of giving you the instructions the Chief Engineer intended to be examined?

13. They further desire to know whether you received written instructions from the officer directing the surveys in British Columbia?

14. Whether written or verbal—who instructed you?

15. Please also state the substance of your instructions?

**Surveys, B.C.—  
Kitlope Valley.**

Letter from  
Secretary of  
Canadian Pacific  
Railway Com-  
mission to  
Gamsby embody-  
ing questions for  
Gamsby to  
answer.

I send you a tracing of a portion of a large map now being prepared for the Engineer's Branch of the Department of Railways here, and apparently covering the fields of the actual operations of yourself and Mr. Horetzky, on the occasions referred to. Please return this tracing with your deposition.

In giving your testimony as above requested, it will be a sufficient reference to any of the above questions, if you will attach to any paragraph of your answer relating to any given question, the same number as you find prefixed to such question.

Assuming that your attention to this matter will occasion some disbursements, including the fee to the officer taking the oath, I send a cheque for \$15 to cover your expenses.

I am, dear Sir,

Yours truly,  
(Signed) N. F. DAVIN,  
Secretary

CAMP KANAKA CREEK,  
6th August, 1881.

N. F. DAVIN, Esq., Secretary,  
Ottawa.

Gamsby's letter  
to Secretary of  
Canadian Pacific  
Railway Com-  
mission.

DEAR SIR,—I beg to acknowledge the receipt of your communication dated July 9th, 1881, on the 27th ult., and embrace the earliest opportunity of replying thereto. We have been very much engaged with a rather difficult bit of country, which required close personal supervision; this, with the difficulty of reaching a magistrate, has caused some delay in replying, which I trust the Commissioners will excuse.

Difficult to give  
evidence concern-  
ing what took  
place five year's  
ago.

I have no doubt the Commissioners will recognize the difficult position in which I am placed in being called upon to give evidence concerning transactions which took place nearly five years ago, without any previous preparation. My instructions, notes, memoranda, diary, &c., are all at my residence in Canada. Apart from the information furnished in your communication I am obliged to trust, almost wholly, to memory.

If you take into consideration the fact that I have been continuously and actively employed on surveys or explorations, demanding my whole attention and taxing my energies to their utmost, you will easily understand how very difficult it is for me to recall details of work so far back. Should any omissions occur in this statement, or anything not reconcilable with my former report appear, I trust the Commissioners will attribute it to the peculiar circumstances, in which I am placed. I have no desire to omit or conceal anything pertaining to this enquiry.

Gamsby's report  
a statement of  
facts, and never  
intended to have  
any reference to  
the report of  
another.

My report of the explorations made from the head of Gardner Inlet, *via* the valley of the Kitlope River, in the winter of 1876, is a statement of facts, the knowledge of which was obtained by the party under my direction. It is not and never was intended to have any reference to any other person's report, survey or exploration. We were instructed to go to a certain point (head of Gardner's Inlet), follow a certain river (Kitlope), try and reach the summit of the Cascade range of mountains, taking a certain Lake Tochquonyala as an objective point. In order to do this as speedily and certainly as possible, we hired guides,

Surveys, &c.—  
Kitlope Valley.

natives of the Kitlope Valley, who readily undertook to guide us to our terminal point. They were quite familiar with the name Tochquonyala, as it is, or was, the name of the great Indian chief whose people dwell at and in the vicinity of Dean's Inlet. We followed our guides, recording (to the best of our ability) the names of the lakes and rivers as they gave them to us. We explored the various streams falling into the Kitlope as far as the canyons and deep snow permitted. The stream dotted on the tracing sent to me as Kitlope River running through Horetzky's Beaver Lake, our guides called Tenaicoh, and affirmed that its source was a large glacier high among the mountains. If the Kitlope turned southward in its course we followed it hopefully, as every practical engineer, who has any knowledge of the Cascade range, knows that a stream's deviation from a direct course offers a greater probability of a more practical gradient to overcome that range.

Guides quite familiar with the name of Tochquonyala.

Minute details of the whole expedition are set forth in my report of 1876. The description of the point reached, the return and the reasons for returning, are fully gone into.

I respectfully beg leave to call the Commissioners attention to the facts as there set forth, and, if they should consider it necessary, to summon Messrs. Secretan, White, Orr, McDonald, Dewdney to substantiate the same.

I remain,

Yours truly,  
(Signed) C. H. GAMSBY.

DEPOSITION in answer to questions submitted by the Canadian Pacific Railway Commissioners dated July, 9th, 1881 :

GAMSBY'S  
DEPOSITION

1. I had such information as the sketch afforded. I do not remember whether I had read Mr. Horetzky's report or not.

2. Because the guides called it by that name.

3. The shape was probably obtained by a compass traverse.

4. The length by micrometer measurement.

NOTE.—These and like questions I can only answer from memory ; if I had access to the notes taken on the spot I could be certain.

5. We judged the distance by measurement on his sketch.

6. When we had reached the twenty-sixth mile we had traversed the Kitlope Valley and reached the first canyon on our course. As the river was not frozen it became necessary to transport all our camp equipages and supplies over the high bluffs. To do this would occupy the whole force for some time, and the season for winter exploration was rapidly drawing to a close. It became of the first importance to us to know something of the country beyond this canyon, hence the expeditions undertaken by Messrs. Secretan, White, McNicol and others. If the canyon was short and a favourable country lay beyond, we might hope to get over and make some progress towards our terminal point, the summit of the Cascade range of mountains. If, on the other hand, the canyon was long, or if the exit from the lake beyond was impracticable, we had only to get back to the coast as quickly as possible. The latter was found to be the case,

(1) On entering on his exploration had Horetzky's sketch. Horetzky's report he does not remember to have read.

(2) Called the Beaver Lake of his sketch so because the guides so named it.

(3) Conjectures that the shape of Beaver Lake was ascertained by a compass traverse.

(4) And the length by micrometer.

(5) Judged the distance of Horetzky's Beaver Lake from the sea by measurement on his sketch.

(6) Explains why he and others did not take part in exploration.



**Surveys, B.C.—  
Kitlope Valley.**

(7) Asked to explain how he reported that Tochquonyala emptied into the Itatsquot, Horetzky's sketch showing a Tochquonyala of which the Department was already advised emptying into waters flowing in an opposite direction, he says his report refers entirely to a lake reached by his two assistants, and called Tochquonyala by the guide.

(8 & 9) Assumed nothing in regard to sketch of Horetzky who described a different country from that described by deponent.

(12) Report shows that his party failed to examine the country more than 1,000 feet above the sea, and gives reason for failure.

(15) Instructions to follow from head of Gardner Inlet, valley of the Kitlope, to summit of Cascade range, making Tochquonyala an objective point.

and we returned. It was probably at this stage of our proceedings that Mr. McNicol alludes to my remaining in camp. Our means of transport (sleds and snow shoes) had become so much broken up when we reached this point that a thorough repairing became necessary before we could proceed. Economy in the use of these implements became of vital importance. As I was a heavy man and the soft snow over fourteen feet in depth, it will readily be seen that I could not take part in explorations.

7. My report refers entirely to the lake reached and described by my assistants, and called Tochquonyala by our guides.

8 and 9. I assumed nothing respecting Mr. Horetzky's data. He is describing one portion of the country, I another, at quite a different elevation.

10 and 11. The statement is made on the reports of my assistants, and from information obtained from the guides.

12. I have not come to that conclusion since making my report as it is shown in that report that we failed to examine any portion of the country above 1,000 feet above the sea, together with the reason for such failure.

13. I received instructions in writing.

14. From Mr. Marcus Smith.

15. As near as I can recollect: to go to the head of Gardner's Inlet, follow the valley of the Kitlope River (making Tochquonyala Lake an objective point) to the summit of the Cascade range of mountains.

Sworn before me this sixth day of August, 1881, at New Westminster, B.C. } (Signed) C. H. GAMSBY. [Seal.]

(Signed) JOHN ROBSON, J.P.

WINNIPEG, June 14th, 1881.

**MOBERLY'S DEPOSITION** To the ROYAL COMMISSION, Ottawa :

**Surveys, B.C.**

GENTLEMEN,—In Mr. Fleming's evidence before the Royal Commission, published in the *Montreal Gazette*, May 17th, 1881, there are reflections on me which are most uncalled for, and it is with extreme regret I feel, in justice to myself, obliged to give explanations that I hoped would be avoided.

Explained to Fleming in 1871 that the best line was from Burrard Inlet to Kamloops, but more easterly the question lay between the Howse Pass and the Yellow Head Pass.

A long personal acquaintance with British Columbia, previous to Confederation, enabled me to come to a decision which was the better line for the railway to follow; this was a subject since 1858, when I first landed in that colony, that was always foremost in my mind, and whenever I had an opportunity I availed myself of it to make explorations and gain the most correct information in all respects. When I left the service of the Imperial Government in 1867 I was positive that the line from Burrard's Inlet to Kamloops was the one to adopt, but from that point to the prairie region, east of the mountains, it was doubtful whether the line by the Yellow Head or that by the Eagle and Howse Passes would be preferable, and to be able to decide upon their respective merits most careful surveys should be made of both of

Surveys, B. C.

them. These were the views I explained to Mr. Fleming in June, 1871, when I arrived in Ottawa and was appointed by the Dominion Government to take charge of the Howse Pass surveys. I was confident, and am so still, that should the latter line prove to be practicable it is the better one to adopt, and I used every exertion to have a most thorough survey made of it. The results obtained the first year—1871—were published in my report of 1872.

I did not think it necessary to make any instrumental surveys in British Columbia with the exception of the two lines from Kamloops above mentioned; I thought it well, however, that explorations of the more northerly portion of the country should be made, and regarding the Bute Inlet one I telegraphed to Mr. Fleming to that effect, as I saw the clamour of certain persons on Vancouver Island would not be appeased unless a fair and full examination was made of their favourite but very hypothetical lines.

I always regarded the heavy expense of the instrumental surveys in the northerly portion of British Columbia as a great mistake, as I felt certain the railway would ultimately be forced to the lines above mentioned. Had I been in charge in British Columbia, not one of the parties that made such elaborate surveys in the northerly portion of the colony should ever have gone into the field. I am glad to hear that Mr. Marcus Smith, who had charge of those northerly surveys, has so substantially endorsed my views as to go out this year as Dominion Engineer to construct a portion of them.

I returned from the interior to Victoria in 1872, expecting to have to go to Ottawa, but left my parties in the mountains so as to resume work early in the spring. I found it would be far better for me to remain on the Pacific side and make preparations for the following year, and communicated my views to Mr. Fleming. I remained in British Columbia.

It must be borne in mind that when I took charge of the surveys in the mountains the line for the Canadian Pacific Railway was to be defined in two years, and when I was in Victoria in 1872, one year had then nearly elapsed, and there was a great deal of work to be done to thoroughly complete the work from Shuswap Lake to the longitude of Fort Edmonton, and I found it necessary to ask for a third party to enable me to finish the work by the end of the second year, which request was granted, and I received a telegram from Mr. Fleming to say it was of primary importance to push forward the survey of the Howse Pass.

Having long distances over which to convey supplies, men, &c., I had, without a moment's loss of time, everything necessary *en route* for the Columbia Lake; but before leaving Victoria with my third party, which was already on board the steamer, I received a message from the Lieutenant-Governor to say he wished to see me on important business, so I at once saw him and was greatly surprised when he showed me a telegram from Mr. Fleming to say I was to abandon all surveys on the Howse Pass route and take my parties and supplies into the Yellow Head Pass by way of the Athabaska Pass. These orders left me in a very serious dilemma, as all my arrangements were made for the Howse Pass work, and the localities in which my parties, supplies, &c., were, these could not be more unfavorably situated for the Yellow Head surveys. The heavy expense of purchasing animals, of opening trails, of building boats, &c., for the completion of the survey of the Howse Pass, and the exploration of the neighbouring country were

Telegraphed Fleming about Bute Inlet, thinking that something should be done to appease the clamour of certain persons in Vancouver.

Always thought the heavy outlay on instrumental surveys in the north a great mistake.

When deponent took charge in British Columbia the railway was to be defined in two years.

Surprised when Trutch showed him Fleming's telegram directing him to abandon the Howse Pass, and take his parties and supplies into the Yellow Head.

Arrangements involving heavy outlay had already been made with a view to Howse Pass.

**Surveys, B.C.**

Further purchases required for the survey through the Yellow Head Pass.

Telegram from Fleming rejecting suggestions of witness and Trutch and ordering witness to take the route by the Athabaska Pass.

Extravagant purchase of supplies.

Challenges Fleming's statement that purchases were ordered to be stopped.

then made, and I could not have been in a better position to complete that work when these most unfortunate orders arrived. Further purchases of animals, supplies, &c., were unavoidable for the transport and work required in opening the trails and making the survey through the Yellow Head Pass.

I explained the difficulties of the Athabaska Pass to His Honour, and the conclusions we came to were that two great mistakes were made in those orders: one being the abandonment of the surveys of that route prematurely, and the other being the route I was ordered to take by the Athabaska Pass. I also pointed out to him the proper plan to follow under the altered circumstances to carry out the surveys of the Yellow Head Pass with my parties. His Honour telegraphed to Mr. Fleming our views regarding the proposed transfer of parties, &c., &c., from Howse to Yellow Head Pass; and after waiting several days—I think twelve days—a telegram was received by His Honour from Mr. Fleming to say our suggestions were not approved of so we could see no other course to follow, but obey Mr. Fleming's orders and go by the Athabaska Pass. I was well aware of the difficulties I would have to encounter in getting through by that pass, having years before explored the Columbia River from its source to the boundary line; and I informed His Honour that it was doubtful if I could get through by the close of the season, and that great expense and loss of time would be incurred, and that it might be attempted to place the responsibility on my shoulders, which is what Mr. Fleming is now trying to do. The above orders then led me to think the system of carrying on the surveys of the Canadian Pacific Railway would prove very unsatisfactory in the end.

Mr. Fleming, in his evidence, says: "when the exploration of the Howse Pass was abandoned in April, I ordered all purchases to be stopped, but I found afterwards that large purchases, amounting altogether to \$28,000 had been made at Port Caldwell (Fort Colville) in the United States. After that date, some of them as late as August, there were some things purchased which I could not see were wanted, such as gold pens, quicksilver, &c. I cannot account for such large quantities of supplies being purchased after I gave orders that the survey should be stopped. I know that large quantities of supplies were sent up the Columbia River and into the Jasper Valley and were abandoned, and for all I know may be there yet."

I have to say the above statement is the first time I ever heard that Mr. Fleming had ordered all purchases to be stopped. Had such an order ever reached me I should simply not have gone to the Yellow Head Pass, for I would not have taken a number of men into the mountains to starve to death when the winter set in. The supplies purchased above alluded to, were for the surveys of the Yellow Head Pass, and not for those of the Howse Pass. I knew it would take me that summer, the following winter and summer, to get through and make the surveys of Yellow Head Pass to somewhere about Edmonton, and instead of adopting Mr. Fleming's plan of recalling the parties in British Columbia as winter approached and taking the staff over to Ottawa at great expense and loss of time, and a further loss of time in getting the parties re-formed and into the field, I took them into the mountains and kept them, was able to work until January, and to resume work in the middle of March, and I took in supplies for that purpose, and for the two seasons instead of one, and before I got the survey through to the neighbourhood of the Pembina River I was obliged to send over to

Edmonton for various supplies and men, which were provided me by the Hudson Bay Co., and had it not been for their assistance I could not have got through. I regret they were most unwarrantably kept out of their money for four years. Mr. Fleming said to me, at Moose Lake, I should not have taken in supplies for such a length of time; I differed from him then, and I do so still.

With regard to gold pans, quicksilver, &c., I have a distinct recollection of purchasing one gold pen for a friend of mine which I certainly paid for out of my own pocket. There was, I remember a little quicksilver which would be used for two purposes: one for artificial horizons to obtain latitudes, which I often did, and the other to "prospect" occasionally as trails were opened to see if gold existed in the streams crossed. I endeavoured to obtain as much information of the country passed through, not only as regarded routes, but also the climate, soil, nature of the timber, minerals, &c. I think, if reference is made to the accounts, it will be seen that "gold pens" will turn out to be "gold pans," which we used, and they are very generally used on the Pacific coast for baking bread in as well as for "prospecting."

The supplies sent up the Columbia River into the Jasper Valley were neither lost nor abandoned up to the time I finally left the Yellow Head Pass, when some stores were turned over, with between thirty and forty horses, to Mr. Fleming's confidential man, whom he transferred over to me on his way across the mountains. He and Mr. Fleming corresponded, and Mr. Fleming had better find out from him what he did with them.

Some supplies were abandoned in the Eagle Pass in the "Gold range." Value, to cover cost and transportation, I estimated at \$7,000. The expense of getting them out would have been so great, compared with their value when they could be again available, that it would not do for me to send for them.

Mr. Fleming goes on to say: "In 1872 I made a trip across the mountains partly on horseback and partly on foot, and met Mr. Moberly in Jasper Valley, he not having done nearly as much on his survey as he should have done; he could not satisfactorily explain his delay." This matter is placed in a most peculiar way. I told Mr. Fleming that his orders forcing me to go by the Athabaska Pass, contrary to my advice, was the cause of the delay and of the great expense incurred thereby. I also told him I was perfectly well aware before I left Victoria of what the result of carrying out his instructions would be, and that if he liked he could call on the Lieutenant-Governor and hear from him what my opinion was at that time. From conversations we had on the above and other subjects, I saw he was going to try and put the responsibility on me, and I was on the point of resigning at Moose Lake, and the only thing that prevented my doing so was the position my different parties, animals, supplies, &c., were in at the near approach of winter in the different passes, and the knowledge that my then leaving would entirely break everything up and cause more foolish expense and delay, if not of loss of life as well.

Again Mr. Fleming answers the following question:—

"Did you consider the subject of pack animals purchased by him?—

A. I could not see the necessity of them. \* \* \* I instructed Mr. Moberly to return to Kamloops, but he did not obey my instructions, and stayed out all winter, his excuse being he did not get my letter."

I never made such a statement to him or to any other person to the effect that I had not received that letter. I wrote a private report to Mr. Fleming in the early part of 1873, which accompanied my general

Surveyors B.C.—  
Extraordinary  
purchase of  
supplies.

As to charge of  
purchasing gold  
pens, thinks  
this must be a  
mistake for gold  
pans and the  
quicksilver was  
used for "pros-  
pecting."

Stores turned  
over to a person  
Fleming named.

Told Fleming  
his orders forcing  
him to go by  
Athabaska Pass  
the cause of  
delay.

Alleges that he  
never said he did  
not receive Flem-  
ing's letter, but

**Surveys, E.C.—  
Extravagant  
purchase of  
supplies.**

on the contrary  
sent a report in  
which he explain-  
ed everything.

The instructions  
in the letter too  
childish to be  
followed.

When informed  
that the Govern-  
ment had fixed  
on Yellow Head  
Pass concluded  
location surveys  
would go forward  
and he prepared  
for them.

Had to open  
about 1,000 miles  
of trail at a cost  
of \$100,000.

report, and plans of survey of Yellow Head Pass, forwarded by Edmon-  
ton and Winnipeg, that explained a great many things not touched  
upon in my general report. Mr. Fleming *received that report*, and he  
*knows* there is a full explanation in it regarding the purchasing of the  
animals. I certainly had other reasons besides those mentioned in  
that report, some of which I will now mention. On my leaving Mr.  
Fleming at Moose Lake, I had thoroughly made up my mind to leave  
the service, for I found that the style of management of the Canadian  
Pacific surveys would be characterized and distinguished by incapacity  
and enormous expense, and, as far as I was concerned, that I would  
experience underhand treatment. For the last seven years I have  
been unable to say my opinion then formed was incorrect. I did not  
place confidence in the person to whom he ordered me to hand over  
such large quantities of supplies and such a number of animals. On  
receiving the letter above alluded to, the instructions conveyed in it  
were too childish to be followed, and I then decided that I would carry  
on any further work to the best of my judgment for the interests of  
the Government; that I should obey orders when I could see they  
were sensible, but not otherwise, and as soon as I could do so get out  
of the railway service as quietly as possible. I went on the survey  
for business, and not to be made a fool of. I did not come out of the  
mountains for a year after receiving those orders, and during that  
time completed the preliminary survey through the Rocky Mountains  
and the Foothills. As for taking all the men out of the mountains  
just when the troubles of the Athabaska Pass were over, and the party  
ready to go on with the survey, which was made that winter from the  
summit of the Rocky Mountains to Lac à Brulé, was beyond compre-  
hension, when another party would have to be sent up, and that was,  
as I afterwards learnt from a paragraph in "Ocean to Ocean," a part  
of the plan proposed, where it is mentioned that party M, then in Red  
River Valley, were telegraphed to proceed to the Rocky Mountains in  
the winter, and do work that at that time I was actually going on with.

Having read the telegram informing me the Government had  
adopted the Yellow Head Pass for the railway, I naturally con-  
cluded the location surveys would go on when the preliminary  
ones were finished, and I prepared for them so that loss of time  
and running about from one end of the country to the other  
would be avoided as much as possible. I had my pack trains—  
a most important department in mountain surveys—in a most com-  
plete and thoroughly organized state for the prosecution of further  
work, and the supplies mentioned as having been handed over to Mr.  
Fleming's agent should never have been taken away from the Yellow  
Head Pass, but have been supplemented with others for the work  
mentioned. After I left the service other parties went up to do the  
location work, and had to take supplies back again with them. One  
party was even sent to make explorations of the mountains south of  
the Athabaska River. I was amused to meet the gentleman in charge  
of the party in Winnipeg a few days after I first arrived here, and to  
find him ordered to explore for passes up the "Matique" and "Rocky"  
Rivers which were close to my main depot; this certainly inferred  
that I had not explored them. I think I have made many explorations  
Mr. Fleming has no idea of. Such expenses as the above should not  
have been incurred.

The great obstruction I had to contend with was the opening of some  
800 to 1,000 miles of trails, costing about \$100,000. I reported this in

Surveys, B.C.

the last report written by me in Ottawa, but have never seen it published. There were many other obstructions and petty things done to hamper me that are needless to dwell upon unless necessary, so I shall not enter into them now. I may say I saw through the scheming too soon to be deceived, and was thoroughly cognizant of the object sought long before I came out of the mountains.

The proof that I did not give incorrect information is in the fact that the railway is now in course of construction from Burrard's Inlet to Kamloops, and from thence the route by the two passes still undecided by the Syndicate until they have fully completed the examination of the Howse Pass left unfinished by me, and I take it as a high compliment that after nine years of expensive surveying of other lines mine are now found to be the correct ones, but I regret it has cost the Dominion millions to endorse me.

Points to the course of Syndicate as vindicating his correctness, and deploras that millions should have been spent on surveys though resulting among other things in endorsing him.

When I finally got clear of the railway I was defrauded out of a whole season, and had to pay my expenses during that time as well, and before I left Ottawa I told Mr. Fleming I had been unfairly treated.

I was well aware there were persons in British Columbia who wished to get rid of me, and they may have represented things to Mr. Fleming which I am inclined to think have very much misled him.

I have the honour to remain,

Gentlemen,

Your obedient servant,

WALTER MOBERLY.

IN THE MATTER of the Royal Commission issued respecting the Canada Pacific Railway:

I, Walter Moberly, of the City of Winnipeg, in the Province of Manitoba, Civil Engineer, do solemnly declare that the within statement in detail is true in substance and in fact, regarding all matters therein referred to; and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign, intituled: "An Act for the Suppression of Voluntary and extra-Judicial Oaths."

Declared before me at the City of }  
Winnipeg, the 28th day of }  
June, A. D. 1881.

WALTER MOBERLY.

J. MCKENZIE,

A Commissioner in B. R. and for the County of Solkirk,

OTTAWA, 15th December, 1881.

NIXON'S  
DEPOSITION.

To THOMAS NIXON, Esq.,  
Winnipeg.

SIR,—The Commissioners appointed to enquire into facts concerning the Canadian Pacific Railway instruct me to send the accompanying interrogatories to you, and to request that you will, on or before the tenth day after the receipt thereof, deliver to Messrs. Bain & Blanchard, Solicitors, of Winnipeg, your answers in writing to the said interrogatories in a closed envelope, addressed to me.

**Purveyership.**

You will receive herewith the sum of two dollars as witness fees.

If your answers are numbered respectively with the same numbers as the questions to which they apply, no further reference will be necessary in order to indicate the question to which each of your answers is given.

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

N. F. DAVIN,  
*Secretary, C.P.R. Commission.*

INTERROGATORIES administered by George M. Clark, Samuel Keefer and Edward Miall, appointed by Royal Commission dated 16th June, 1880, to enquire into facts concerning the Canadian Pacific Railway to be answered by Thomas Nixon, of the City of Winnipeg, in the Province of Manitoba, as a continuation of his evidence under oath for the information of the said Commissioners.

*See p. 49 of third report of Select Standing Com. on Pub. Accts., April, 1878.*

1. You are reported to have given evidence on the 17th day of April, 1878, before the Select Standing Committee on Public Accounts of the House of Commons at Ottawa, Mr. Young being in the Chair, and (speaking of W. F. Alloway) to the following effect, the questions having been put by Mr. Kirkpatrick:—

**Buying Horses.** (*Question.*) You also employed him to buy horses? (*Answer.*) Yes; that is his business.

(*Question.*) Did he charge what price he liked, or did you pay him a commission, or how? (*Answer.*) No; I paid him no commission. He was paid under the direction of the engineer who wanted the horses; the engineer did.

(*Question.*) How did you pay Mr. Alloway for his trouble? (*Answer.*) I paid the accounts that were brought in.

(*Question.*) Then you did not know the number of horses and the details of each horse's price, and so on? (*Answer.*) I remember he had Mr. Lucas with him on one occasion, and of course he knew about the prices and the time.

(*Question.*) Who is Mr. Lucas? (*Answer.*) The engineer in charge of the party.

(*Question.*) Was that the only occasion? (*Answer.*) There might have been one or two others. I had him with me once or twice. I paid him no commission.

(*Question.*) But you do not know whether he received his commission in the prices he charged the Government? (*Answer.*) I suppose he did.

(1.) Is this a correct report of the evidence which you gave upon the occasion above mentioned?

(2.) Do you say now that the above evidence was the truth?

(3.) Give now the variation (if any) from the above evidence which is necessary in order to state the truth upon the subjects covered by the said questions of Mr. Kirkpatrick, and also the explanation (if any) which you think it proper to give, concerning the said evidence so reported as aforesaid?

**Purchase of Land conjointly with Alloway.**

(4.) A certificate from the office of the Registrar for the County of Selkirk, in the Province of Manitoba, shows that a conveyance of certain land in the sub-division of lot No. 79 in the Parish of St. James, dated in July A.D. 1875, purporting to be made from one Burrows to Thomas Nixon and W. F. Alloway jointly, was registered in that office: are you the Thomas Nixon referred to in that conveyance?

(5.) Was that, or any land, conveyed to you and W. F. Alloway jointly while you were purveyor?

**Purveyorship—  
Buying horses.**

(6.) Give the explanation (if any) which you think necessary, in order to show the truth upon the question, whether you and W. F. Alloway were jointly interested in the purchase of land while you were purveyor at Winnipeg?

GEORGE M. CLARK,  
*Chairman.*

Ottawa, 15th December, 1881.

1. The report of the evidence given by me before a Committee of the House of Commons is, I presume, correct.

2. The evidence, so far as it relates to the purchase of saddle horses, buggy horses and ponies, for Mr. Lucas and other engineers' parties, which were those to which Mr. Kirkpatrick's questions referred, was the truth, and being the truth it does not now require any explanation.

3. Some years later Mr. Alloway purchased saddle horses and buggy horses for Mr. Marcus Smith and some of the engineers on contract 14, and, I think, also on the Pembina Branch; and if I remember right he was allowed a commission of \$5 on each. I now further, and once more, for the last time, positively assert regarding the assertion as being under the oath taken before the Royal Commission, that neither directly or indirectly, in any manner, was I ever interested with Mr. Alloway in any single or collective transaction of his with the Government, or he with me as an agent of the Government; that neither directly or indirectly did he ever offer, or I ever receive, any profits from him, or any commission on either horses or anything else during the whole time I was in the employ of the Government, nor at any time since.

4, 5 and 6. In July, A.D. 1875, I purchased from the Hon. Dr. O'Donnell, of this city, seven city lots on the Burrows Estate, at the rate of \$60 per lot, and the doctor wanted the whole amount to be paid at the time of the purchase. I asked Mr. Alloway to take a half interest with me in the said lots. I paid my share, \$210, without any assistance from Mr. Alloway or any one else. Some time after, I disposed of my interest in the said lots at the same price for which I purchased them, and neither before nor since have I had any interest with Mr. Alloway in any scrip, any half-breed lands, any city lots, or any land either in this or any other country.

(1) The evidence given by deponent before Committee on Public Accounts in which he said he paid Alloway no commission and that he received his commission in prices charged the Government correct.  
(2) Evidence the truth and as such requires no explanation.  
(3) Later Alloway purchased saddle and buggy horses for witness, Smith and others on which he was allowed a commission, \$5 each.

**Purchase of  
Land con-  
jointly with  
Alloway.**

Purchased seven lots at \$60 per lot and asked Alloway to take a half interest. This the only purchase of land in which he was interested with Alloway.

THOMAS NIXON.

Winnipeg, 3rd January, 1882.

CANADIAN PACIFIC RAILWAY ROYAL COMMISSION,  
OTTAWA, January 4th, 1882.

COLLINGWOOD SCHREIBER, Esq.,  
Chief-Engineer,  
Department of Railways and Canals.

SOHREIBER.

SIR,—Mr. Fleming having seen your evidence given before this Commission, first as reported in the newspapers and afterwards as recorded, and desiring to have put in evidence a fuller explanation than

**Railway Con-  
struction—  
Contract No. 42.**



**Railway Con-  
struction-  
Contract No. 42.**

**Probable saving  
on Contract No.  
42, \$1,500,000.**

was given by you regarding the periods in which certain steps were directed which are likely to result in the saving referred to: I am instructed to submit the following interrogatory to you in order that your answer may be added to your previous testimony given *viva voce* and under oath.

I am, Sir,

Your obedient servant,

N. F. DAVIN.

INTERROGATORY.

In your evidence you have spoken of a large probable saving in the cost of the work on contract No. 42, saying that in the beginning of 1879-80 you had authority to make, with a view to economy, any change which could be made without injuring the character of the road, and you named the sum of \$1,500,000 as the difference between the original estimate of the cost of this section and your estimate at the time of giving your evidence.

Please state whether you are still of opinion that the amount ultimately saved will be in the neighbourhood of the above sum, and what proportion of it will have been due to engineering efforts or directions made before you became Engineer-in-Chief?

CANADIAN PACIFIC RAILWAY,  
OFFICE OF THE ENGINEER-IN-CHIEF,  
OTTAWA, January 5th, 1882.

DEAR SIR,—In reply to your letter of yesterday, I desire to say that the difference between the original estimate of the cost of contract 42, and the approximate estimate I gave in my testimony before the Canadian Pacific Railway Royal Commission, was placed at \$1,500,000.

The above sum  
will be some what  
reduced.

This will probably be somewhat reduced, authority having since been given to introduce, in several instances, solid earth embankments and rock-borrow foundations, where, at that time, timber structures were proposed.

Difference be-  
tween present  
and originally  
estimated cost of  
section 42, due to  
efforts made dur-  
ing Fleming's  
time.

The difference between the present and the original cost of this section is, I consider, due to efforts made and directions given before I became Engineer-in-Chief.

Having acted as superintending engineer in connection with these works during the latter part of the year 1879 and the early part of 1880, I became aware of a great desire on Mr. Fleming's part to keep the expenditure largely within the original estimate of cost.

I am, Sir,

Yours truly,

COLLINGWOOD SCHREIBER.

N. F. DAVIN, Esq.

(The exhibits produced in evidence are set out or referred to at the end of the next volume which contains the rest of the report.)

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**BOLTS AND NUTS :**

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**CONTRACT No. 1.—Telegraph:****TENDERING—****TRUDEAU, T.**tenders advertised for, schedule of tenders produced, 5.  
lowest: R. Fuller, including maintenance, \$68,750, 5.  
second, H. P. Dwight, \$93,750, 6.  
third, Waddle & Smith, \$121,250, 6.

**CONTRACT No. 1.—Telegraph—continued.****TENDERING—continued.****TRUDEAU, T.—continued.**

fourth, Sifton, Glass & Co., excluding maintenance, \$107,850, 6.  
 maintenance a subject of subsequent correspondence, 6.  
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 Fuller's additional demand for clearing, 7.  
   making his tender, say \$128,750, 7.  
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 Dwight requires modifications; declined, 8.  
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 Sifton, Glass & Co.'s tender for whole line, not for section 1, 9.  
 Waddle & Smith offered section 5, 9.  
   failed to put up security, 9.  
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 Sifton & Glass get \$20,000 maintenance plus profits of operating, 11.  
 Waddle & Smith estimate profits at half cost of maintenance, 11.  
 Law Clerk requires an Order-in-Council, 13.  
   usual in such cases, 13.  
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 Fuller's figures for construction better by \$9,100, 16.  
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   laid before the House, 42.  
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**SIFTON, J.**

M. Fleming, Glass and himself in Ottawa when tenders received, 90.  
 saw Chief Engineer before filling in amounts, 90.  
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 knew nothing of lower tenders for some days, 92.  
 information from Chief Engineer, 93.  
 tender completed day it was put in, 94.  
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   96.  
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**FLEMING, S.**

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 disappointed at result, 1324.  
 Sifton, Glass & Co.'s tender no offer for section 1, 1326.  
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 profits a new proposition, 1329.  
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   on section 1, nor why profits were added, 1330.  
 took no part in negotiations, 1330.  
 remembers Glass's visit, 1330.

**MACKENZIE, HON. A.**

contracts were awarded upon the calculations of the Engineer, 1787.  
 assumed to be lowest available, 1788.

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thought there was a distinct tender for this section, 1788.

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**RUTTAN, H. N.**

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**SIFTON, J.**

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character of country, 100.  
poles and wires carried away by ice, 326.  
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**CONNERS, J. L.**

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as to poles put in ice, &c., 595.  
witness sole repairer over 165 miles, 595.  
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destruction by falling trees, 597.  
poles nearly all poplar, 598.  
mode of repair described, 598.

**STRONACH, J.**

operator and book-keeper, 639.  
statistics as to efficiency of line, &c., 640.

**ROWAN, J. H.**

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maintenance clause too much relied on, 691.  
recommended inspector over construction, 692, 730.  
thought unnecessary by Chief Engineer, 730.

**MULHOLLAND, J. H.**

foreman, 1021.

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**FLEMING, S.**

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**OPERATING—****SIFTON, J.**

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no arrangement with Government as to rates, 99.  
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Fuller's tender the lowest for No. 3, 18.  
amount of contract, \$180,250, 19.  
section 3 embraced also section 1, 19.  
as finally let No. 3 costs \$310,100, 19.  
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**FULLER, R.**

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arranged by subsequent negotiation, 462.

**FLEMING, S.**

section not tendered for separately, 1331.  
how arrived at, 1331.  
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McKenzie, Grier & Co.'s tender for No. 3, \$202,900, 1332.  
Sifton & Co. and Fuller's price as contracted, \$225,100, 1333.  
Fuller's tender for section 3, \$216,000, 1333.

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**MACKENZIE, HON. A.**

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cannot recollect details, 1790.  
guided solely by Engineer's opinion, 1790.  
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**CONSTRUCTION AND MAINTENANCE—****FULLER, R.**

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**FLEMING, S.**

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**WADDLE, J.**

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**FLEMING, S.**

witness recommended Barnard, 1336.  
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**CONSTRUCTION AND MAINTENANCE—****FLEMING, S.**

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**CONTRACT No. 4.—Telegraph :****TENDERING—****TRUDEAU, T.**

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second lowest, Sutton & Thirkell, \$214,450, also failed, 45.  
third lowest, Sutton & Thompson, did not get contract, 46.  
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transaction contrary to usual practice, 47.  
witness cannot explain why it was done, 47.  
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**CONTRACT No. 4.—Telegraph—continued.****TENDERING—continued.****TRADEAU, T.—continued.**

Sutton & Thompson's tender \$28,200 higher than that of Sutton & Thirkell, 48.  
 managed by the Minister, 47.  
 no report of engineer as to this award, 48.  
 no Order-in-Council authorizing contract, 48.  
 statement of expenditure put in, 60.  
 took no part in arrangement of this contract, 1817.  
 can find no formal notice (nor recollect) given to Waddle & Smith, 1818.

**BROWN, P. J.**

of Oliver, Davidson & Co., 773.  
 did not tender; took Sutton & Thompson's tender, 773.  
 negotiations: Oliver at Ottawa with departmental telegram to Sutton, 773.  
 Thompson & Thirkell ignored by Sutton, 775.  
 witness subsequently purchased Davidson's interest, 775.

**SUTTON, R. T.**

tendered both with Thirkell & Thompson, 1032.  
 Thirkell's tender awarded, but passed over in favour of Thompson's, through influence of Oliver, Davidson & Co., 1033.  
 negotiations; higher price paid, 1034—1040.  
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 Braun to Sutton & Thirkell, 12th December, and reply 16th December (1874), 1070.  
 Oliver, Davidson & Co. arranged with Department, 1070.

**WADDLE, J.**

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 interview with R. W. Scott, 1103.  
 correspondence with Mackenzie as to security, 1104.  
 agreement with A. M. Smith's nephew, 1104.  
 never knew why contract not awarded to him, 1105.  
 Minister attributed it to delay as to security, 1105.  
 promised further chance if Thirkell failed, 1106.  
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 further interview, 1107.  
 Glass offered \$10,000 for contract; refused by witness, 1108.  
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 Sutton in Ottawa while these negotiations with Minister going on, 1116.  
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**DAVIDSON, J.**

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 negotiations with Sutton, 1126.  
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 interview with Chief Engineer, 1129.  
 thinks Oliver had communication with Fleming after leaving capital, 1131.  
 Oliver's interview with Mackenzie, 1134.  
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 or how latter was substituted for former, 1140.  
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**St. JEAN, Dr.**

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**FLEMING, S.**

Waddle's tender without profits, \$239,520, 1340.  
 Sutton & Thirkell's offer, \$214,950, 1340.  
 Sutton & Thompson's offer, \$243,150, 1340.  
 Braun the official mouthpiece of Department, 1341.  
 in this case witness acted as such on Minister's instructions, 1341.  
 no reason assigned for passing Sutton & Thirkell's tender for one \$28,200 higher, 1342.  
 no explanation as to how negotiations came to be opened by letter from Oliver, Davidson & Co., 1342.  
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**MACKENZIE, HON. A.**

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denies managing this transaction, 1794.  
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**CONSTRUCTION AND MAINTENANCE—****CONNERS, J. L.**

Winnipeg to Whitemouth in fair condition, 601.  
Whitemouth to Cross Lake carelessly erected, 601.  
Cross Lake to Rat Portage too cheaply put up, 601.  
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**STRONACH, J.**

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since blasting completed line works well, 641.

**GADDY, J. S.**

describes state of line, faults of maintenance, delays therefrom, 657—659.

**ROWAN, J. H.**

defective; line down one-sixth of time, 692.

**JENNINGS, W. F.**

as to general insufficiency of maintenance, 768.

**BROWN, P. J.**

defective maintenance chargeable to contractors and engineer, 776.  
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**OPERATING—****TRUDEAU, T.**

Order-in-Council produced as to operating line, 75.

**CONTRACT No. 5.—Railway construction :****TRUDEAU, T.**

invited by advertisement: lowest: C. Peach, 48.  
wanted time; refused, 49.  
Whitehead and A. H. Clark, same amount, 22 cts., 49.  
Order-in-Council awarding contract, 7th September (1874), 49.  
description and specification produced, 50.

**WHITEHEAD, J.**

one of three lowest tenderers, 212.  
lowest tenderer became witness's foreman, 212.  
explanations as to changing tender from 28 cts. to 22 cts., 214.  
financially assisted by Senator McDonald, 214.  
reasons for building Pembina Branch then, 215.  
extent of contract, 215.  
work remeasured, 215.  
subsequently allowed 65,000 yards more than certified, 215.

**ROWAN, J. H.**

construction begun before surveys complete; no estimate of quantities, 687.

**FLEMING, S.**

line not located when tenders invited, 1344.

**CONTRACT No. 5 A.—Railway construction :****TENDERING—****TRUDEAU, T.**

no document signed by contractor, 51.  
Whitehead's offer reported on by Fleming, 51.  
Order-in-Council specifying conditions and limiting cost to \$60,000, 52.  
actual cost to 31st December, 1879, \$141,800, 52.  
no contract made; treated as extension of contract No. 5, 52.  
\$87,589 for work not mentioned in contract No. 5, 53.

**CONTRACT No. 5 A.—Railway construction—continued.****TENDERING—continued.****TRUDEAU, T.—continued.**

this portion never submitted to competition, 53.

Braun telegraphs instructions: 22 cts. earth, and other work at prices in contract No. 15, 53.

off-take ditches paid for at 45 cts. as against 23 cts. in contract No. 14, 53.

no advertisement for tenders, 54.

Order-in-Council defines specific items as to which prices of contract No. 15 shall apply, 54.

witness cannot say why other prices of No. 15 were made to apply, 54. .  
does not know Braun's authority for telegram, 55.**WHITEHEAD, J.**

did not tender, 243.

reasons for award of contract; made an offer, 244.

off-take ditches paid for at 45 cts.; could have been done for 20 cts. or 25 cts.; this item \$25,000, 245.

**ROWAN, J. H.**

reported probable cost 16th July, 1877, 731.

this work facilitated carrying rails to contract No. 14, 748.

**FLEMING, S.**

not offered to public competition, 1345.

Whitehead's offer; reasons for acceptance, 1345.

cost limited by Order-in-Council to \$60,000, exceeded very largely, 1345.

Braun telegraphed authority, 1347.

the whole thing a mistake, 1346.

**SMELLIE, W. B.**

prices for off-take ditches reduced by witness. restored by M. Smith, 1349.

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no investigation made, 1349.

**BRAUN, F.**

thinks instructions to telegraph received from Minister, 1754.

remembers the circumstance, 1755.

cannot state positively his authority to telegraph, 1756.

can find no authority, but message could not have been sent without authority, 1761.

telegram sent four days before receiving Order-in-Council, 1762.

no instructions as to details from Engineer's Department, 1765.

**CONSTRUCTION—****FLEMING, S.**

Smellie notified Department as to high prices, 1348.

received no reply, 1348.

**MACKENZIE, HON. A.**

prices fixed by engineer, of course, 1815.

discussed off-take ditches with Fleming, 1815.

especially careful to authorize nothing not in engineer's report, 1815.

**CONTRACT No. 6.—Steel rails, &c.:****TRUDEAU, T.**

public competition invited by advertisement; time postponed, 833.

contractors: Guest &amp; Co., 10,000 tons, 834.

no Order-in-Council awarding contract, 844.

See *Steel Rails*.**CONTRACT No. 7.—Steel rails, &c.:****TRUDEAU, T.**

evidence under contract No. 6 equally applicable, 833.

contractors: Ebbw Vale Co., 5,000 tons, 834.

no Order-in-Council awarding contract, 844.

See *Steel Rails*.**CONTRACT No. 8.—Steel Rails, &c.:****TRUDEAU, T.**

Mersey Steel Co. tendered for 5,000 to 10,000 tons, 834.

Cox &amp; Green lower price, 834.

awarded contract for 20,000; why increased, 834.

telegrams to and from Cox &amp; Green, 835.

cannot produce any proof; merely impression, 841.

**CONTRACT No. 8.—Steel Rails, &c.—continued.****TRUDEAU, T.—continued.**

increased quantity ordered from Cooper & Co., 841.  
 thinks lower tenderers applied to first, 842.  
 cannot explain correspondence between Cooper and Buckingham, 843.  
 no record indicating by what authority secretary informed tenderers  
 of acceptance, 843.  
 no Order-in-Council awarding contract, 844.

**COOPER, J.**

of Cooper, Fairman & Co., 915.  
 as to postponement of tenders, 916.  
 made two tenders: one purports to be on account of Cooper,  
 Fairman & Co.; one on account of Mersey Co., 917.  
 relations with Charles Mackenzie, 917, 919—923.

**FAIRMAN, F.**

extent of Cooper, Fairman & Co.'s authority as agents, 1176.  
 no authority to tender for bolts, &c., 1178.  
 Mersey Co. repudiated bolt contract, 1179.  
 agreement mutilated by witness; no authority can be given, 1180.  
 Charles Mackenzie's relations to firm, &c., 1187.  
 subsequent retirement, 1188.

**FLEMING, S.**

does not remember whether before recommending this contract he  
 enquired if more favourable purchase could be made elsewhere, 1357.  
 See *Steel Rails*.

**CONTRACTS Nos. 9 AND 10.—Steel rails, &c.:****TRUDEAU, T.**

slight deviations between tenders and contracts as to delivery, 834, 841.  
 contractors: West Cumberland Co., 5,000 tons, 834.  
 Cox & Green, agents, 834, 841.  
 See *Steel Rails*.

**CONTRACT No. 11.—Steel rails, &c.:****TRUDEAU, T.**

contractors: Naylor, Benzon & Co., 5,000 tons, 834.  
 witness cannot explain correspondence between Cooper and Buck-  
 ingham, 843.

**COOPER, J.**

as to correspondence with Buckingham, 922.

**FAIRMAN, F.**

of Cooper, Fairman & Co., 1187.  
 interest of firm in contract defined, 1184.  
 no formal tender, only a letter, 1184.  
 tendency of market downward, 1185.  
 See *Steel Rails*.

**CONTRACTS Nos. 6 TO 11.—Steel rails, &c.:****TRUDEAU, T.**

public competition invited, 833.  
 schedule of tenders (twenty-five) produced, 833.  
 report by Chief Engineer, 833.  
 tenders and correspondence in return of 2nd March, 1876, to House  
 of Commons, 833.  
 no Order-in-Council awarding contracts, 844.  
 no report on record showing quantity of rails required for use in 1874,  
 1817.  
 no record of Buckingham's replies to Cooper's telegrams, 1817.  
 not usual that correspondence between tenderers and private secre-  
 tary should take place, 1818.  
 the Minister decided upon these contracts himself, witness's judg-  
 ment not asked, 1818.

**REYNOLDS, T.**

agent Ebbw Vale Co. and Aberdare Co., 1001.  
 tendency of market in fall of 1874 downward, 1001.  
 steady fall till 1879, 1002.  
 thought in November, 1874, market had touched bottom, 1002.

**FLEMING, S.**

reasons for purchasing, &c., 1350—1353.

**MACKENZIE, HON. A.**

no public competition, 1802.  
 no recollection of Crawford's offer, 1802.  
 See *Steel Rails*.

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**CONTRACT No. 12.—Railway location and construction :**
**TENDERING—****TRUDEAU, T.**

tenders regularly advertised, &c.; schedule produced, 844.  
 awarded to A. B. Foster, 844.  
 abandoned by consent, 844.  
 \$41,000 paid for surveys under Order-in-Council, 845.

**ENGINEERING—****MURDOCH, W.**

after leaving Government service, in 1874, became Foster's engineer, 801.  
 instrumental survey: French River to Amable du Fond, 801.  
 condemned proposed road, corroborated by Shanly, 802.  
 opinion not shared by Hazlewood, his examination not thorough, 803.  
 no probability of feasible route when contract awarded, 803.  
 route with heavier grades might be had, 803.  
 witness proposed Ottawa Valley route, 804.  
 determines terminus on Canada Central Railway on Lake Nipissing, 805.  
 December, 1878, soundings Lake Nipissing, 805.  
 size of party eighteen, 805.

**FLEMING, S.**

Georgian Bay Branch part of Canada Pacific Railway system, 1358.  
 direction and location established by Order-in-Council, not recommended by witness, 1358.  
 Order-in-Council passed on Hazlewood's report, 1359.  
 never could see immediate necessity for that work, 1359.  
 thinks line not selected on engineering grounds altogether, 1359.  
 witness trusted to Hazlewood, 1360.  
 Foster reported 20th December, 1875, difficulties as to gradients, 1361.  
 endorsed by W. Shanly, 1361.  
 witness recommended further surveys, 1362.  
 as to Lumaden's location, 1363.  
 Foster's claim for \$63,000, 1364.  
 witness reported that expenditure would be available in future, 1365.  
 Foster's detailed account for Georgian Bay Branch survey, \$24,532, paid \$31,838, 1365.  
 witness cannot explain this, 1365.

**SMITH, M.**

in 1877 Lumaden started to locate from French River to South River, Lake Nipissing, 1569.  
 survey from French River westward, 1570.

**MACKENZIE, HON. A.**

\$41,000 paid Foster on Fleming's recommendation, 1804.  
 Fleming mistaken as to feasibility of route, 1804.

**CONTRACT No. 13.—Railway construction :****TENDERING—****TRUDEAU, T.**

public competition, 60.  
 lowest tender Charters & Co., 61.  
 Charters withdrew offer, 62.  
 second lowest, Taylor, who abandoned contract, 63.  
 no claim made against sureties, 63.

**SITTON, J.**

witness's brother and Ward chief factors, 101.  
 Fairbanks and Farwell joined afterwards, 101.  
 no negotiations with other tenderers, 102.

**FLEMING, S.**

would have preferred, for engineering reasons, letting had been postponed, 1368.

**ENGINEERING—****TRUDEAU, T.**

change in location, Shebandowan abandoned, 64.  
 contractors claimed damages for delay in locating, 64.

CONTRACT No. 13.—Railway construction—*continued.**ENGINEERING—continued.*

- SIFTON, J.**  
 as to claim on account of delay, 102.  
 location changed, 102.  
 thought bill of works nearly correct when tendering, 103.  
 experience as to correctness of estimates with other railways, 103.
- CADDY, J. S.**  
 section 13 well finished when he took charge, 649.
- FLEMING, S.**  
 not ready for contractors, 1319.  
 damages claimed in consequence, 1319.  
 first effort to find direct route from Red River to harbour on Lake Superior, 1367.  
 effort to find route by Shebandowan, 1367.  
 more accurate information should have been had, 1368.  
 engineering reasons outweighed by public ones, 1368.  
 water stretches, 1369.  
 Rat Portage a governing point, 1369.  
 contract let before route determined, 1369.  
 not much work abandoned, 1370.  
 no very great inaccuracy as to estimates, 1371.
- MCLENNAN, R.**  
 contractor's men arrived before proper location made, 1530.  
 work began 22 miles from Prince Arthur's Landing, 1531.  
 better location had more time been allowed, 1531.  
 work west of Sunshine Creek stopped, 1532.
- SMITH, M.**  
 examined section 13 in 1876, 1570.  
 walked over 20 miles; portions graded, 1570.  
 not satisfied as to measurements, 1570.  
 left to junior assistants, 1571.  
 chief causes of extra cost, 1604.  
*See Engineering.*

## CONTRACT No. 14.—Railway construction :

*TENDERING—*

- TRUDEAU, T.**  
 let by public competition after advertising, 65.  
 lowest tender, Wallace & Co., 65.  
 application for extension of time refused, 65.  
 contract covers 77 miles, 66.  
 awarded by verbal order of Minister, 66.  
 Fleming did not report recommending passing over lowest tender, 67.
- SIFTON, J.**  
 had no negotiations with Wallace & Co., 103.  
 conversations with Trudeau before contract awarded, 106.  
 not nearly completed within contract time, 107.
- CARRÉ, H.**  
 bill of works made up from profiles of witness and Brunel, 178.
- MACKENZIE, HON. A.**  
 at the time contract was let, was not aware line was not located from river, 1807.

*ENGINEERING—**SURVEYS.*

- CARRÉ, H.**  
 heard that adoption of southerly line would involve abandonment of work worth \$65,000; net saving by southerly line, say, \$200,000, 149.  
 does not think abandonment necessary, 150.  
 a good route from Falcon Lake to Winnipeg, 150.  
 location of contract by Brunel to Brokenhead, thence by Forrest, 176.  
 witness's survey only preliminary, 176.  
 Brunel's survey expedited work about a fortnight, 176.  
 laid out two lines in neighbourhood of, and another south of Cross Lake, 1446.  
 Jarvis ran line half a-mile north of present crossing, 1446.  
 points out in map line he thinks better than that adopted, 1447.

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**CONTRACT No. 14.—Railway construction—continued.**
**ENGINEERING—continued.****SURVEYS—continued.****CARRE, H.—continued.**

better line at Cross Lake was found by Forrest, witness not aware of it till long after final location of crossing at Cross Lake, 1455.  
 particulars as to Forrest's line, 1455.  
 after section 14 put under contract, witness had nothing to do with it, 1457.  
 how a better line was sacrificed to etiquette, 1458 1462.  
 section 15 might have been slightly diverted to join improved line at eastern end of 14, 1461.

**MURDOCH, W.**

told Fleming in 1872 about swamps, Rowan contradicted, 816.

**ROWAN, J. H.**

produces map showing profiles of Cross Lake surveys, 821.  
 survey of contract made in winter, 821.

**FLEMING, S.**

Selkirk terminus selected chiefly on account of its immunity from floods, 1372.  
 considers it preferable to Stone Fort, 1372.  
 connection with deep water navigation at Lake Winnipeg, 1372.  
 proximity of a large inlet for sheltering shipping in winter, 1372.  
 reasons against Stone Fort, 1373.  
 Government ownership of land at Selkirk a reason for the selection, 1373.  
 witness interested in no land there, 1374.  
 no serious engineering difficulty in making bridge anywhere between Winnipeg and Selkirk, 1374.  
 river navigable to Stone Fort, 1375.

**SMITH, M.**

walked over some 20 miles under construction in 1876, 1574.  
 suggested to Carre alternative line at Cross Lake, 1580.  
 Carre found one, but grades not approved by Fleming, 1580.  
 point of junction with 15 an unfortunate selection, 1609.  
 a mile and a-half rock should have formed part of contract No. 15, 1609.

**CONSTRUCTION.****RUTTAN, H. N.**

east end transferred to Whitehead, 33.  
 subsidence of muskegs, 33.  
 embankments, through drained muskegs, unnecessarily high, 33.

**SIFTON, J.**

considered quantities in bill of works correct, 104.  
 turned out about 60 per cent. in excess, 104.  
 excess in rock due to deviations in line, 104.  
 contractors making claim on Government (Julius Muskeg), 104.  
 delay in completing contract due to work not having been laid out, 107.  
 twelve hundred men left because Engineers were not ready, 108.  
 had to commence five miles back from river, 108.  
 had to build road to get out supplies, 108.  
 were stopped all winter at Julius Muskeg, 108.  
 delayed a whole year, 108.  
 line not located east of Julius Muskeg, 108.  
 correspondence respecting re-location, 110.  
 Marcus Smith not satisfied with progress, 110.  
 suggested arrangements with Whitehead to complete eastern end, 111.  
 threat to take contract out of contractors' hands, 111.  
 interviews with Whitehead, 111.  
 arrangement made with Whitehead, 111.  
 contractors' price 28 cts. per yard and extra haul, 112.  
 Whitehead got 40 cts., 112.  
 copy of agreement produced, 113.  
 Marcus Smith said he was acting under instructions, 113.  
 his threat was made in September, 1878, 114.  
 contractors were quite able to complete the work, 115.  
 contractors' claims for compensation, 116, 121.  
 coffer-dams, 264.

**CONTRACT No. 14.—Railway construction—continued.****ENGINEERING—continued.****CONSTRUCTION—continued.****SIFTON, J.—continued.**

teaming plant, 265.  
 waggon roads, 265.  
 increase of rock, 269.  
 station ground at Selkirk, 271. \*  
 Whitehead's sub-contract, 271—274.

**CARRÉ, H.**

construction commenced before location of southerly line, 149.

**WHITEHEAD, J.**

took over completion of Sifton & Ward's contract under agreement approved by Minister, having necessary plant, which original contractors had not, 238.  
 has been filling Cross Lake since spring of 1879, 239.  
 two steam-shovels, three locomotives and 100 men at work night and day, 239.  
 thinks big bay at Cross Lake might have been avoided, 246.

**CLARK, A. H.**

employed two years as walking boss, 259.  
 contractors' claims for compensation, 260—264.

**MOLLOY, J.**

contractors' claims for compensation, 315.  
 Julius Muskeg, 315.  
 re-location of line, 319.  
 witness's claim on Government, 321.

**WHITEHEAD, C.**

negotiations with Sifton & Co., 327.

**ROWAN, J. H.**

contractors' claims: delay, compensated for by extension, 704.  
 changes of location, advantageous to contractor, 704.  
 coffer-dams, foundationless, 704.  
 use of contractor's roads, worthy of consideration, 705.  
 Selkirk station ground, recommended, 705.  
 two miles of contract transferred to Whitehead, 706.  
 original contractors have no claim under this, 707.  
 question of haulage thoroughly discussed, 709—711.

**FLEMING, S.**

Carré's southerly line, 1376.  
 some delay, but contractors magnify difficulties, 1378.  
 explains why no maximum limit to haul, 1616.  
 limited by discretionary power of engineer, 1616.  
 limit established in subsequent specifications, 1617.

**SMITH, M.**

Julius Muskeg, 1575.  
 muskeg can only be measured in excavation, 1575.  
 muskeg should have been sounded, 1576.  
 never knew work in Europe being let without fullest previous information, 1576.  
 witness advised cross-logging, 1579.  
 suggested no material improvement in location, 1579.  
 Chief Engineer returned in spring of 1877, 1580.  
 a mile and a-half rock, which should have formed part of contract No. 15, subsequently transferred to Whitehead, 1609.  
 Sifton's claim, 1610  
 excessive quantities arose from change of location and shrinkage of embankments, 1611.

**MACKENZIE, Hon. A.**

transfer of Cross Lake Section to Whitehead, 1807.  
 mere substitution of contractors, 1808.  
 See *Engineering*.

**CONTRACT No. 15.—Railway construction :****TENDERING—****TRUDEAU, T.**

submitted to public competition, and let after three advertisements, 67.  
 lowest tender, A. P. Macdonald & Co., 68.  
 second lowest, Martin & Charlton, 68.



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**CONTRACT No. 15.—Railway construction—*continued.***
**TENDERING—*continued.*****TRUDEAU, T.—*continued.***

third lowest, Sutton & Thompson, 69.  
 contract awarded to them by Order-in-Council, 69.  
 further Order-in-Council, recognizing Whitehead as contractor, 69.  
 deposits made with tenders, 71.

**WHITEHEAD, J.**

lives at Winnipeg since 1874, 211.  
 followed railroading since 12 years old, 211.  
 tender thirteenth lowest amongst twenty-six, 216.  
 did not get contract on his tender, 216.  
 joined Sutton & Thompson after consulting Minister, 216.  
 paid Sutton & Thompson \$10,000, 218.  
 admitted by Order-in-Council as sole contractor, 218.  
 correspondence with Minister respecting Charlton, 218.  
 information as to tenders easily obtainable at Ottawa, 220.  
 the \$10,000 paid to Sutton & Thompson by McDonald in witness's  
 presence, 220.  
 Senator McDonald put up witness's security, 221.  
 agreed to pay him 10 per cent. and share profits with his son  
 equally, 221.  
 Mitchell McDonald neither wealthy nor experienced, insolvent at the  
 time, 222.  
 paid him \$20,000 which he gave to his father, 222.  
 subsequent settlement with McDonald, \$112,000, 223.  
 Senator McDonald not satisfied with arrangement, 223.  
 reasons why witness was willing to adopt tender \$188,000 less than  
 his own, 228.  
 respecting Charlton, 228.  
 McDonald paid Charlton \$20,000, 229.  
 arrangement with Charlton made a few days before contract  
 was let, 231.  
 further evidence as to transaction with Charlton, 236.  
 relative position of tenders well known, 236.  
 produces agreement and statements of account with Senator  
 McDonald, 241.  
 Senator McDonald charged 10 per cent. on security to Government  
 though that security was in lands, 242.  
 money paid Charlton at Prescott station, not Cornwall, as stated,  
 606.  
 further as to agreement with McDonald, 612.

**MACDONALD, A. P.**

tendered each time section advertised, 977.  
 third time contract awarded to his firm, 977.  
 required conditions Department not willing to concede, 977--980.  
 Charlton and Sutton & Thompson, 981.

**SUTTON, R. T.**

tendered in name of Sutton & Thompson, 1040.  
 Thompson only lent his name, 1040.  
 virtually sold out to Whitehead for \$10,000, 1041.  
 error about rip-rap, 1043.  
 respecting telegram denying payment to Charlton, 1043.  
 negotiation and understanding with Whitehead and McDonald, 1045.  
 when he sold out, thought Charlton had contract, 1045.  
 Whitehead knew how tenders stood, 1045.

**MACKENZIE, HON. A.**

extent of witness's knowledge as to Sutton & Thompson's partner-  
 ship arrangements with Whitehead, 1809.  
 not aware of Senator McDonald's interest in contract, 1809.  
 McDonald denied effecting the withdrawal of Charlton, 1809.  
 why Martin was not considered, 1810.  
 Kane & McDonald wanted to impose a condition, 1810.

**ENGINEERING—****SURVEYS.****TRUDEAU, T.**

work largely exceeds estimated quantities, 69.  
 progress estimates did not give that information, 69.  
 no record of estimated quantities kept, 70.  
 change of grade discussed, 70.

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 CONTRACT No. 15.—Railway construction—*continued.*
*ENGINEERING—continued.*SURVEYS—*continued.***CARRÉ, H.**

- in charge of location survey, June, 1874, 129.
- party over forty men, 129.
- so engaged till January, 1875, 129.
- witness afterwards took soundings on Red River, while the party ran a line from Shoal Lake to Selkirk, 129.
- in December, 1874, asked to send in plan and profile, 129.
- made it roughly on unprinted wall paper, 130.
- Frank Moberly and party calculated the quantities from it in Ottawa, 130.
- thinks the profile made from it correct, 130.
- not cross-sectioned or test-pitted, 130.
- when in Ottawa, scheduled out quantities, they were enormous, 131.
- asked to find a better route, 131.
- returned for that purpose, June, 1875, 131.
- the survey was exploratory and location combined, 131.
- line finished in December, 1875, 131.
- thinks party consisted of fifty, 131.
- ran also the Dalles line at same time, 132.
- returned to Ottawa, until May or June, 1876, 132.

**FLEMING, S.**

- thinks cross-sections taken two years before advertising for tenders, 1379.
- essential in such country, 1379.
- reads his report of May 16th, 1879, accounting for discrepancies, 1380.
- corrects statement as to cross-sections, previous page, 1380.

**SMELLIE, W. B.**

- reads letter from Chief Engineer, respecting Carré's evidence, 1484.
- west of Cross Lake, Carré undertook no more than trial location, 1485.
- thinks there is no point in Fleming's letter, 1486.
- never saw Ferrest's line until yesterday (22nd April, 1881), 1488.
- cannot say if Carré's plans of 1875 survey are in the Department, 1488.

**SMITH, M.**

- found the works would be heavy, 1573.
- grades about 40 feet, 1573
- terminus established by letting section 14, 1574.
- was not at Cross Lake in 1876, 1574.

## CONSTRUCTION.

**RUTTAN, H. N.**

- became engineer for contractor Whitehead on Fleming's recommendation, April, 1877, 25.
- reached section 15 in May, 1877, 25.
- permanent location not then completed, 25.
- ground very rough, could get no cross-sections, 25.
- alignments and grades changed, 26.
- instructions as to rock bases in water stretches, 26.
- Carré the division engineer in charge, 27.
- final instructions not practicable, 27.
- rock protection walls authorized by Rowan, 28.
- Carré's instructions in June, 1877, to borrow earth, 29.
- differences between contractor's engineer and Carré as to classification of material, 30.
- thinks Government in April, 1880, owed Whitehead \$60,000 more than admitted, 31.
- at that date work taken out of Whitehead's hands, 31.
- Rowan's instructions as to earth embankments in July, 1877, 31.
- saw on first inspection that all material for embankments could be borrowed, no trestle work necessary, 32.
- not enough timber on section to build trestle work, 36.
- should have been well known after five years' surveys, 36.

**CARRÉ, H.**

- appointed engineer on construction, May or June, 1876, 132.
- original location line of 1874 adopted, 132.
- re-located whole section between June and December, 132.

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**CONTRACT No. 15.—Railway construction—continued.**
**ENGINEERING—continued.****CONSTRUCTION—continued.****CARRÉ, H—continued.**

- four assistants took measurements of cross-sections and were responsible for their correctness, 133.  
 thinks final returns were correct, 134.  
 cross-sections completed in March, 1877, 134.  
 tenders asked for about time cross-sections were commenced, 134.  
 quantities not calculated from cross-sections till 1878, 134.  
 changes in grade and alignment, increased rock cuttings and earth excavations, 136.  
 without specific data, tenders were necessarily speculative, 138.  
 accurate quantities conducive to economy, 138.  
 cross-sections necessary to accurate calculations, 154.  
 quantities calculated from cross-sections, January, 1878, 154.  
 after lowering grade two feet, 154.  
 rock cutting increased by lowering grade, 113,200 yards, 154.  
 earth excavations increased by changes, 224,000 yards, 155.  
 line thereby improved, 155.  
 increased cost mainly due to changes and substitution of earth embankments for trestle work, 156.  
 deep fillings in water stretches, 160.  
 Cross Lake probably requires 222,000 yards, equal to \$82,000, 161.  
 trestle work probably \$17,500, 161.  
 if filled according to original specification, full rock base and trestle, \$345,832, 162.  
 as actually executed, \$142,500, 162.  
 trestle cheaper in heavy land voids, 163.  
 instructions from superior officer, 164.  
 refused contractors certain information, and why, 164.  
 cross-sections not returned from Ottawa till September, 1877, 164.  
 meantime change of grade, 165.  
 grade determined in Ottawa four months after contract commenced, 166.  
 solid rock bases found impracticable, 166.  
 witness proposed protection walls, approved October, 1877, by Rowan, 166.  
 protection walls temporarily approved in August, 167.  
 instructed to substitute earth for trestle wherever possible in summer of 1877, 168.  
 ordered by Rowan not to touch a stake, 169, 1476.  
 Rowan's inspection of line described, 170.  
 witness's suggestions ignored at Ottawa, though supported by Rowan, since carried out by Schreiber, 171.  
 in charge of construction four years, 171.  
 Haney made superintendent in June, 1880, 171.  
 Rowan's letter permitting earth borrowing produced, 172.  
 left in uncertainty as to grades, 172.  
 statement showing comparative quantities for rock bases and protection walls respectively, produced, 175.  
 differences between Government and contractor's engineers as to:  
 bottoms left in cutting, 179.  
 loose rock, 180.  
 margin for finishing work, 180.  
 rock outside of prism, 180.  
 Fleming's and Smith's interpretation of loose rock clauses, 181—187.  
 recommended permanent bridge at Lake Deception, 188.  
 not responsible for discrepancies between bill of works and estimate of 1878, 1474.  
 grades were altered, 1474.  
 bill of works did not include fillings for shallow voids, 1475.  
 determining grades determined quantities irrespective of his calculations, 1477.  
 trestle work superstructures very expensive, 1477.  
 calculation as to increase of quantities by lowering grades, 1478.  
 increase due to change in definition of loose rock, 1478.  
 further items of increase accounted for, 1481.  
 trestle work as originally designed worth \$52,180 per mile for superstructure alone, 1481.  
 proposed rock protection walls adopted by Smith, 1483.

CONTRACT No. 15.—Railway construction—*continued.*ENGINEERING—*continued.*CONSTRUCTION—*continued.*CARRE, H.—*continued.*

muskeg material described, 1483.  
 correct figures given in previous evidence, 1489.  
 length of trestle, 11,841 feet, at \$9.83 a foot for superstructure; cost per mile, \$51,902, 1489.  
 further details as to superstructure, 1490.  
 Rowan's visits to the section, 1491.  
 grades and curves used under Schreiber's directions which witness was not allowed to use, 1493.  
 grades increased from 35 to 50 per 100, 1494.  
 superseded by Haney, February, 1880, 1500.  
 differences between Haney and witness, 1501.

## WHITEHEAD, C.

lived on section 15 from June, 1877, till May, 1880, as contractor's manager, 203.  
 difficulties between contractors and Government engineers, 204.  
 determination to substitute earth filling for trestles first known through Rowan, September, 1877, 205.  
 instructions as to Lake Deception, 205.  
 Rowan's directions, 206.  
 Government took over contract without negotiation, 207.  
 thinks Marcus Smith's first visit was December, 1878, 207.  
 differences with Government engineer as to loose rock, &c., 207—210.  
 difficulty with Rowan as to culling ties, 211.

## WHITEHEAD, J.

expected when contract entered into that specifications would be adhered to, 225.  
 change from trestle to earth work beneficial to contractor, 225.  
 trestle work could not have been completed in twenty years, 225.  
 his reasons for this statement, 225  
 signed contract January 9th, 1877, 230.  
 understood in February trestle work would be used, 230  
 was not examined before Parliamentary Committee, 231.  
 dispute with Government Engineer as to loose rock, ties, &c., 232.  
 thinks about \$96,000 was kept back, 232.  
 got advance about \$45,000 on plant, 232.  
 advised to take partners, 232.  
 Fraser & Grant's names suggested by Cooper, Fairman & Co., 234.  
 had large transactions with Cooper, induced by his pressure to take partner, 235.  
 expects net proceeds of contract as carried out by Government, 236.  
 conversations with Rowan as to earth fillings, 240.  
 Government have advanced large proportion of margin retained under contract as security, 626.

## FRASER, J. H.

arranged to buy half Whitehead's contract, 256.  
 arrangement made through Cooper, Fairman & Co., 257.  
 no conversation with any one at Ottawa respecting partnership, 258.  
 found Whitehead more involved than they thought, 259.  
 partnership with Whitehead not due to departmental influence, 648.  
 made by Grant through Cooper, 648.

## ROWAN, J. H.

trial line made to avoid Croes Lake, 703.  
 heavier rock, greater curvature, increased length, 703.  
 difficulty of getting grades, 703.  
 change from trestle to earth authorized by Marcus Smith, 738.  
 increased cost probably \$250,000, 739.  
 further increase due to change of grade, and partly to inaccuracy of quantities originally given, 739.  
 explanations in reference thereto, 739.  
 quantities based on centre line only, 740.  
 how far Carre was responsible for discrepancy, 740.  
 differences with contractor's engineer as to rock measurements, &c., 742.  
 trestle and earth bank equal at eighteen feet, 744.  
 value of work done when discrepancy discovered, \$437,000, 821, 822.

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**CONTRACT No. 15.—Railway construction—continued.**
**ENGINEERING—continued.****CONSTRUCTION—continued.**

- SCHULTZ, J., M.P.**  
 Whitehead in financial difficulties, 718.  
 Grant's offer seemed only way out, 718.  
 reasons for thinking no Ottawa influence used, 719.
- BROWN, G.**  
 never heard from Whitehead or Tuttle that hope of political influence led former to assist latter, 727.  
 Whitehead attacked by *Winnipeg Free Press*, wanted means of defence, 728.
- TUTTLE, C. R.**  
 Cooper, Fairman & Co. furnished contractors, not the Government, with supplies, 764.  
 Cooper & Co. assisted witness long before he started a newspaper, 765.  
 how he came to know Whitehead, 765.
- COOPER, J.**  
 part taken in Whitehead's partnership arrangements, 924.  
 purely on business basis; thinks no Government influence used, 924.  
 had large claim against Whitehead for explosives, 925.
- HAGGART, J., M.P.**  
 object of moving for Committee of enquiry, 1012.  
 no prior conversation with Whitehead, 1013.  
 Committee reported before witness spoke to Mackintosh, 1014.  
 conversation with C. Whitehead, 1014.  
 Mackintosh's relations with Whitehead first known to witness, 1880, 1015.
- BOWIE, A.**  
 one of Whitehead's sureties with Mackintosh, 1150.  
 considered signing Whitehead's bond mere matter of form, 1151.
- TUPPER, SIR CHARLES.**  
 drawback allowed to Whitehead in pursuance of departmental practice, 1278.  
 Order-in-Council surrendering drawback covered what had been advanced by predecessor, 1278.  
 Mackintosh's relations with Whitehead, 1279.  
 ample security, 1281.  
 Order-in-Council doing away with sureties, 1282.  
 Whitehead supported on public grounds, 1283.  
 advances not applied towards progress of work, therefore stopped, 1283.  
 finally taken over by Government, 1284.  
 why partnership with Fraser not assented to, 1284.  
 embankment substituted for trestle during preceding Administration, 1285.  
 Minute to Council recommending embankment acted on by Department as if approved by Council, 1286.
- POPE, HON. J. H.**  
 advance to Whitehead, 1303.  
 bill of sale on plant, 1303.  
 negotiations with Whitehead, not Mackintosh, 1303.  
 interview with Macdougall, 1304.  
 advance to Whitehead made in public interest, 1304.
- FLEMING, S.**  
 reasons for location of line, at Cross Lake, 1380.
- SMELLIE, W. B.**  
 increase of grades extends over short portion of line, 1497.  
 as to reduction, 1498.
- SMITH, M.**  
 suggested slight changes reducing cost, 1605.  
 location on the whole not bad, 1605.  
 difficulty of getting timber for trestles, 1606.  
 trestles in some cases impossible, 1606.  
 some trestles would have been 60 feet, 1607.  
 cost of moving rock, 1607.  
 Cross Lake, 1608.  
 considering required grades, present location at Cross Lake as good as any, 1608.  
 question of re-locating line at junction of 14 and 15 not taken up by witness when on ground in 1878, 1609.

**CONTRACT No. 15.—Railway construction—continued.***ENGINEERING—continued.***CONSTRUCTION—continued.****SMITH, M—continued.**

junction badly selected, 1609.  
section 15 should have extended a mile further west, 1609.

**SCHREIBER, C.**

visited section December, 1879, 1769.  
character of work good but force on work deficient, 1769.  
financial inability of contractor led to Government assuming work in March, 1880, 1770.  
change in general location impracticable at that time, 1770.  
work too far advanced to consider advisability of any alternative lines, 1771.

**CARRÉ'S ALTERNATIVE SOUTHERN LINE.****RUTTAN, H. N.**

describes more southerly feasible line by which \$500,000 to \$750,000 might have been saved between Keewatin and Winnipeg, 34.

**CARRÉ, H.**

southerly route would have saved \$275,000, 140.  
reported strongly to Rowan in favour of southern line, 142.  
alternative line run before second advertisement inviting tenders appeared, 1453.  
detailed evidence respecting proposed line, 1464.  
would have cost less, 1464.  
estimated difference in cost \$472,988, 1466.  
explains evidence before Senate Committee in May, 1879, 1469.  
fewer water stretches, 1470.  
his views submitted to Department in winter of 1875-76, 1471.  
if adopted, \$68,000 expended on section 14, would have been lost, 1471.  
Julius Muskeg would have been avoided, 1472.

**ROWAN, J. H.**

views as to alternative southern line, 702.  
Carre's southerly line in some respects favourable, 731.  
but work executed on contract No. 14 would have had to be abandoned, 732.  
had route west been south of Lake Manitoba, Carre's line would have been cheaper, 732.

**FLEMING, S.**

suggested line compared with present one, 1376.  
thinks rough land less, but quantities and mileage greater, 1376.  
work on contract No. 14 not proceeded so far that abandonment precluded adoption of suggested line, 1376.  
still thinks selection of existing route judicious, 1377.  
suggested line might have been preferable had Winnipeg been objective point, 1380.  
produces letter of 4th May, 1881, from Rowan, asserting saving only \$100,000 from its adoption while lengthening line five miles and a-half, 1630.

**SMITH, M.**

witness's views endorsing this route, 1596.  
See *Engineering*.

**CONTRACT No. 16.—Railway construction :****TRUDEAU, T.**

extension, Douglas to Nipissing, 846.  
no public competition; Order-in-Council granting \$12,000 per mile, 846.  
work abandoned, 846.  
letter of President, 22nd August, 1874, praying for subsidy, 1215.  
reported on by Chief Engineer, 8th October, 1874, 1215.  
Order-in-Council, 4th November, 1874, ratified by House of Commons, 13th March, 1875, 1215.  
company contract with A. B. Foster, 1215.  
26th October, 1875, Foster reports difficulties, 1216.  
10th February, 1877, route by Ottawa Valley proposed, 1217.  
approved by Order in Council 18th April, 1878; subsidy, \$1,440,000, 1218.

**CONTRACT No. 16.—Railway construction—continued.**

- TRUDEAU, T.—continued.**  
 formal contract thereunder with McIntyre & Worthington, 1218.
- FLEMING, S.**  
 route not chosen on engineering grounds, 1366.  
 contract let on walking exploration, 1366.  
 witness's authority for action, Order-in-Council, 4th November, 1874,  
 1381.
- MACKENZIE, HON. A.**  
 as to loan of rails to Foster, 1811.

**CONTRACT No. 17.—Transportation of rails:**

- TRUDEAU, T.**  
 arranged through Cooper, Fairman & Co., 846.  
 Braun telegraphs offer to Cooper, Fairman & Co., 846.  
 further correspondence in relation thereto, 847.  
 no correspondence as to specific contract with Anderson & Co., the  
 shipowners, 847.
- FAIRMAN, F.**  
 Cooper, Fairman & Co.'s offer at £2 per ton, 1182.  
 witness acted in shipper's interest, 1183.  
 did not hear that less than £2 was paid, or that more than £2 was  
 agreed on, 1185.
- FLEMING, S.**  
 witness not concerned in this contract, 1381.

**CONTRACT No. 18.—Transportation of rails:**

- FULLER, R.**  
 tendered, but did not get contract, 472.  
 contract given to Red River Transportation Co., 473.  
 witness's offer the lowest, 473.  
 namely, \$13.50 per long ton, American currency, from Duluth to  
 Winnipeg, or \$15 to Selkirk, 473.  
 no conditions as to channel of Red River, 473.  
 competing lines justified witness's offer, 1294.  
 remarks as to long and short ton, 1295.
- ROWAN, J. H.**  
 produces letter from Ottawa, 25th June, 1875, his first communica-  
 tion on the subject, 731.  
 told contractor to land rails at Selkirk; he refused, 748.
- TRUDEAU, T.**  
 no formal contract, 848.  
 no advertisement for tenders, 848.  
 produces Fleming's report on Fuller & Milne's offer, 848.  
 which is simply acknowledged, 849.  
 cannot explain why another offer at a higher price was accepted, 850.  
 nine thousand short tons for Pembina Branch, the rest for Selkirk,  
 967.  
 Fuller's offer more favourable than that accepted by \$13,500, 967.  
 that advantage increased if offer based on long ton, 967.  
 no conditions by Fuller as to depth of water, 968.  
 rails did not reach Selkirk by water, 967.  
 necessity for their transport hastened Pembina Branch North, other-  
 wise \$11,500 additional expense incurred, 968.  
 Fleming estimates transport expenses saved by premature building of  
 Pembina Branch North, at \$30,000, 968.  
 possibly verbal arrangement with Hill made by Minister before receiv-  
 ing Fuller's offer, 969.  
 witness places the loss at \$15,000, 970.
- CAMPBELL, G.**  
 a ton of rails understood to be 2,240 lbs., 1120.
- FLEMING, S.**  
 can recollect nothing about it, 1382.  
 the long ton understood in respect of rails unless otherwise specified,  
 1398.
- MACKENZIE, HON. A.**  
 reasons why Kittson get contract at higher price than Fuller, 1812.  
 does not remember whether question of long or short ton was con-  
 sidered, 1813.  
 See Contract No. 28.

**CONTRACT No. 19.—Engineer's house at Read :**

**TRUDEAU, T.**  
amount of contract, \$1,600, 867.  
contractor : Moses Chevrete, 867.

**CONTRACT No. 20.—Transportation of rails :**

**TRUDEAU, T.**  
arranged through Cooper, Fairman & Co., 927.  
public competition invited ; tenders produced, 927.  
contractors not mentioned in schedule, 927.  
E. Samuel lowest tenderer, \$6, 927.  
Order-in-Council 30th April, 1875, awards to Cooper, Fairman & Co.,  
928.  
contract claimed under Mersey Co.'s tender, 929.  
witness thinks their claim not a good one, 931.  
\$12,400 would have been saved had Perkins & Co.'s offer been accepted  
instead of Cooper, Fairman & Co.'s, 931.

**FAIRMAN, F.**  
no authority from Mersey Co. to tender for inland transport, 1187.  
Cooper, Fairman & Co. interested with contractors, 1190.  
tender in own names, 1191.  
no reference to transportation in Mersey Co.'s tender, 1192.  
price, with extras, \$6.20, 1193.

**FLEMING, S.**  
had nothing to do with this, 1382.

**CONTRACT No. 21.—Transportation of rails :**

**TRUDEAU, T.**  
tenders asked for by Morin, 867.  
cannot explain how Cooper & Co. had prior information, 867.

**FLEMING, S.**  
managed entirely by the Deputy Minister, 1382.

**CONTRACT No. 22.—Transportation of rails :**

**TRUDEAU, T.**  
offered to public competition by circular, 932.  
Chief Engineer's report recommending Holcomb & Stewart produced,  
932.

**FLEMING, S.**  
explains his recommendation, 1382.

**CONTRACT No. 23.—Railway ties :**

**TRUDEAU, T.**  
let after public competition, 868.  
satisfactorily fulfilled, 868.

**CONTRACT No. 24.—Erection of a house :**

**TRUDEAU, T.**  
amount of contract, \$3,500, 868.

**FLEMING, S.**  
instructed, 15th May, 1875, to authorize Hazlewood to enter into  
arrangements as above, 1383.

**CONTRACT No. 25.—Railway construction :****TENDERING—**

**TRUDEAU, T.**  
report of engineer, 72.  
Purcell lowest tenderer, 72.  
tenders opened on day stated in advertisement, usual delay of two  
or three days not accorded, 72.

**RYAN, H.**  
interested in tender of Brown, Brooks & Ryan, 1220.  
not lowest and not accepted, 1220.  
contract awarded to Purcell, whom witness joined, 1220.  
Purcell's tender lower than any other by \$100,000, 1239.



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**CONTRACT No. 25.—Railway construction—continued.**
**TENDERING—continued.**

- FLEMING, S.**  
 Purcell lowest tenderer, 1384.  
 bonus to hasten construction, 1384.  
 figures on tender altered, 1384.  
 explanation of witness's part in transaction, 1386.  
 respecting increase of bonus and penalty, 1387.
- McLENNAN, R.**  
 had no communication with contractors before contract awarded, 1535.

**ENGINEERING—****SURVEYS.**

- FLEMING, S.**  
 object of surveys to obtain most favourable line irrespective of soil, 1390.  
 summer surveys were made but no boring done, 1390.  
 how contents of embankments should be paid for, 1391.  
 these views not of general applicability, 1391.  
 two and a-half yards of muskeg moved to make one in embankment, 1392.  
 thinks borrowing might have been resorted to, 1393.  
 took steps to prevent similar difficulty in future, 1393.  
 facts as to difference between McLennan's and Bell's measurements, 1396.  
 has not been on ground himself, 1397.
- McLENNAN, R.**  
 in winter of 1875-'6 made survey north of Lake Shebandowan, 1534.  
 profile sent to Ottawa, 1534.  
 thinks estimate of quantities based on this, 1535.

**CONSTRUCTION.**

- TRUDAU, T.**  
 estimates considerably exceeded, 73.  
 re-measurement ordered, reducing first quantities, 73.
- CADDY, J. S.**  
 position of section when he took charge, 649.  
 much muskeg, 649.  
 considerable settlement of road-bed, 650.  
 disputes with contractors, 654.  
 subsidence of embankments, 654.
- RYAN, H.**  
 work completed, October, 1879, 1220.  
 dispute regarding quantities, 1221.  
 re-measured by L. G. Bell, excess chiefly in earth and rock, 122.  
 McLennan made first measurements, 1222.  
 piling ten times as much as estimated, 1223.  
 discrepancy due to ignorance of country, location made in winter, 1223.  
 shrinkage of embankment, 1224.  
 increase in off-take ditches, 1224.  
 changes increased cost but shortened and improved line, 1224.  
 shrinkage of muskeg, 1225.  
 could easily have ascertained depth of bogs, &c., in winter, 1227.  
 bog in all cases lying on hard material, 1227.  
 alignment is right, 1227.  
 reason for lowering grades and increasing number of ditches, 1228.  
 road somewhat narrower than specified, 1229.  
 reason why re-measurements could not be correct, 1230.  
 no allowance in estimates for muskeg earth, 1245.
- FLEMING, S.**  
 quantities greatly in excess, 1388.  
 thought at the time information sufficient for letting work, 1388.  
 nature of soil not understood, 1389.  
 principles which should guide an engineer as between Government and contractor, 1631.  
 principles applied to muskeg question, 1632.  
 Government should fix price for muskeg material if none in contract, 1633.

**CONTRACT No. 25.—Railway construction—continued.****ENGINEERING—continued.****CONSTRUCTION—continued.****FLEMING, S.—continued.**

sub-section 3 of clause 17 classes muskeg as earth, 1634.  
 earth measured in excavation, 1636.  
 thinks muskeg should be measured in embankment, 1636.  
 directions to stop further certificates, 1654.  
 on discovering cause of excess, sent instructions to engineers, 1655.  
 specific instructions to Jennings, 1656.  
 instructions to measure muskeg in embankment, 1657.  
 Order-in-Council governing procedure thereafter, 1658.

**MCLENNAN, R.**

quantities turned out much larger than estimate, 1536.  
 made material changes, 1536.  
 shortened line nearly two miles, 1537.  
 changes hastened completion of line, 1537.  
 and decreased cost, 1538.  
 good deal of muskeg, 1539.  
 subsidence of muskeg in embankments, 1539.  
 general sinking of muskeg country when drained, 1540.  
 some reasons for discrepancy between the two measurements, 1541.  
 measured material in excavation, 1544.  
 tunnel of 515 feet, 1546.

**SMITH, M.**

chief causes of extra cost, 1604.

**SMELLIE, W. B.**

tunnel decided on in 1876, 1614.

**SCHREIBER, C.**

held different views from Fleming as to muskeg measurement, 1772.  
 must be measured as earth work in excavation, 1772.  
 substitution of earth for muskeg might have lost two years without  
 increasing efficiency, 1773.  
 earth five times the weight of dry muskeg, 1773.  
 excavation of muskeg necessary to drain country, 1773.  
 muskeg "blinded" the finest of embankments, 1774.  
 sinkage *vs.* shrinkage, 1775  
 results of re-measurement compatible with correctness of original  
 measurement, 1776.

**MACKENZIE, HON. A.**

as to price of tunnelling, 1816.  
 See *Engineering*.

**CONTRACT No. 26.—Construction of engine house :****TRUDEAU, T.**

public competition invited, 933.  
 awarded to lowest tenderer, 933.  
 work satisfactorily performed, 933.

**FLEMING, S.**

immaterial evidence, 1398.

**CONTRACT No. 27.—Transportation of rails :****TRUDEAU, T.**

public competition invited, 934.

**FLEMING, S.**

his evidence herein, 1398.

**CONTRACT No. 28.—Transportation of rails :****TRUDEAU, T.**

based on an offer from Kittson, 1046.  
 engineer's recommendation subsequent to Kittson's offer, 1046.  
 no record of previous communication with Kittson, 1046.  
 no other competition, 1046.  
 expenditure included under contract No. 18, 1946.  
 amount involved and properly chargeable against this contract,  
 \$143,000, 1047.  
 amount expended under contracts Nos. 18 and 28, \$215,679.52, 1153.  
 contract No. 18 for 5,000 short tons, 1153.  
 contract No. 28 not the result of public competition, 1153.

**CONTRACT No. 28.—Transportation of Rails—continued.**

- FLEMING, S.**  
recommended that provision should be made for transport May 13th, 1876, but took no further part in this specific arrangement, 1399.
- MACKENZIE, Hon. A.**  
cannot say why not subjected to public competition, 1814.  
See *Contract No. 18.*

**CONTRACT No. 29.—Railway spikes:**

- TRUDEAU, T.**  
awarded after advertisements and competition, 934.
- FLEMING, S.**  
witness prepared specifications; no other part in this transaction, 1399.

**CONTRACT No. 30.—Bolts and nuts:**

- TRUDEAU, T.**  
contractors, Cooper, Fairman & Co., agents for Robb & Co., 935.  
offer accepted without competition, 935.  
how contract came to be made, 935.  
recommended by Fleming, 936.
- FAIRMAN, F.**  
Cooper, Fairman & Co. had to pay duties, 1197.  
contract brought about by letter of Cooper, Fairman & Co., 1198.  
cannot remember as to state of market, 1198.  
price received \$101 per ton, 1198.  
learned since that bolts and nuts were offered at a lower figure, 1199.  
no explanation why Government should accept a higher offer, 1199.
- FLEMING, S.**  
cannot explain why he recommended this contract, 1399.  
thinks it quite likely he did not give it much attention, 1400.
- MACKENZIE, Hon. A.**  
made with Cooper, Fairman & Co. without public competition, 1814.  
cannot say if steps were taken to get better offer, 1814.

**CONTRACT No. 31.—Bolts and nuts:**

- TRUDEAU, T.**  
no public competition, 937.  
Cooper, Fairman & Co.'s offer accepted on Fleming's recommendation, 937.
- FAIRMAN, F.**  
offer spontaneous, 1200.  
could not say if the market had fallen, 1200.  
interview with Minister and Deputy, 1200.
- FLEMING, S.**  
no recollection about it, 1401.  
in recommending it no doubt thought the proposal was a reasonable one, 1401.
- MACKENZIE, Hon. A.**  
a spontaneous offer, accepted without public competition. 1814.

**CONTRACT No. 32.—Railway spikes:**

- TRUDEAU, T.**  
public competition invited, 937.  
prices varied from \$54.95 to \$75 per ton, 938.  
Cooper, Fairman & Co.'s tender 5 cts. per ton less than next tender, 938.
- FAIRMAN, F.**  
Cooper, Fairman & Co. offered to supply spikes at price in July, 1876, 1201.  
cannot explain how he knew that 100 tons were wanted, 1201.  
cannot speak as to relative prices in July, 1876, and January, 1877, 1202.  
soon after tendered at \$54.95 instead of \$57, 1202.  
Pillow, Hersey & Co. tendered at \$55, 1202.  
Cooper, Fairman & Co. often worked with them, 1202.  
cannot recollect details, 1203.
- FLEMING, S.**  
as to Cooper, Fairman & Co.'s letter of 19th July received before tenders were invited, witness cannot explain, 1401.

**CONTRACT No. 32 A.—Engineers' houses :****TENDERING—**

- TRUDEAU, T.**  
let by public competition through Hazlewood on Fleming's authority, 963.  
no record of other authority, 964.  
expenditure, \$17,730, 964.
- FLEMING, S.**  
Hazlewood had general authority, 1402.

**CONSTRUCTION—**

- TRUDEAU, T.**  
explanation as to excess of price, certain materials burnt, M. Smith's recommendation as to delaying erection, 990.

**CONTRACT No. 33.—Railway construction :**

- TRUDEAU, T.**  
Kavanagh's tender the lowest, 55.  
contractors failed to execute the work; taken out of their hands, 56.  
subsequently done by days' work, 57.
- ROWAN, J. H.**  
ordered to take work out of contractors' hands and complete by days' labour, 749.
- KAVANAGH, T.**  
witness's the lowest tender; contract offered to him, 835.  
partner objected to by Mackenzie, 836.  
Murphy & Upper took contract at his figures, witness consenting, 836.  
further evidence, 840.
- MACDONALD, A. P.**  
about Kavanagh's relations with Falardeau, 981.
- FLEMING, S.**  
contract entered into during witness's absence, 1402.

**CONTRACT No. 34.—Transportation of rails :**

- TRUDEAU, T.**  
let by public competition, 956.  
transportation from Fort William included in this contract in Fleming's report of 1879, improperly so placed, 957.  
the contractors were the same, the North-West Transportation Co., 957.  
that work let without public competition, 957.  
Fort William to Emerson, \$18; same price as from Kingston, 965.  
arranged for by correspondence authorized by Minister, amount \$27,864, 966.  
knows no reason why it should be included under contract No. 34, 966.
- CAMPBELL, G.**  
twenty years' experience freighting, 1119.  
\$1.50 gross ton fair rate from Fort William to Duluth, 1120.  
1873 to 1879 cheap years, 1120.  
witness's line carried mails on Lake Superior in 1874 and 1875, 1120.  
in fall of 1878 Collingwood line available in competition on Lake Superior, 1120.  
further evidence as to prices of Lake Superior freight, 1121—1125.
- FLEMING, S.**  
knows very little about it, 1402.
- MACKENZIE, Hon. A.**  
does not remember the facts, 1816.

**CONTRACT No. 35.—Railway spikes :**

- TRUDEAU, T.**  
spikes made at Montreal, 957.  
other tenders would have been lower minus duty, 967—968.  
duty always considered in foreign tenders, 958.
- FAIRMAN, F.**  
5 cts. lower than the next highest tender, 1203.  
not the result of departmental information, 1203.
- FLEMING, S.**  
nothing to do with it, 1403.

**CONTRACT No. 36.—Railway ties :**

- TRUDEAU, T.**  
 tenders opened by Nixon, 57.  
 management left to Marcus Smith, 58.  
 considers Nixon made proper selection, 58.  
 Robinson's tender accepted by Order-in-Council, 58.  
 delays in execution, 58.  
 contract taken out of contractor's hands, 58.
- ROWAN, J. H.**  
 Robinson failed to perform his contract, 749.

**CONTRACT No. 37.—Railway construction :***TENDERING—*

- TRUDEAU, T.**  
 submitted to public competition, 993.  
 work authorized by Order-in-Council, 2nd September, 1878, 993.  
 let to lowest tenderers, Heney & McGreevy, 993.  
 no report by engineer, 994.

*ENGINEERING—*

- SMITH, J. N.**  
 became a partner with Government's consent, 949.  
 work stopped by Government, 950.  
 nature of claim against Government, 950.  
 actual outlay \$100,000, 951.  
 loss of contemplated profits, 951.
- TRUDEAU, T.**  
 work stopped by Orders-in-Council, 995.  
 date, 25th July, and 14th August, 1879, 995.  
 contractors' alleged claim under consideration, 995.  
 McGreevy withdrew and Heney took other partners, 996.
- TUPPER, SIR CHARLES.**  
 reasons for cancelling the contract, 1275.

**CONTRACT No. 38.—Neebing Hotel :**

- TRUDEAU, T.**  
 competition invited and lowest tender accepted; amount involved,  
 \$3,400, 958.
- FLEMING, S.**  
 not in Canada at the time, 1402.

**CONTRACT No. 39.—Transportation of rails :**

- TRUDEAU, T.**  
 public competition invited, 958.  
 Braun telegraphs Robson, Victoria, to advertise for tenders, 12th  
 June, 1878, 973.  
 Order-in-Council passed 13th July, 974.  
 letter from Robson, 19th June, suggesting extension of time as  
 likely to lower offers, 974.  
 no record as to any consideration of this, 974.  
 work stopped 31st October, 974.  
 rails not then required at Yale, 974.  
 nothing to show whether weight of ton was considered or not, 975.
- FLEMING, S.**  
 not in Canada at the time, 1402.

**CONTRACT No. 40.—Engine house :**

- TRUDEAU, T.**  
 public competition invited, 973.  
 Gouin & Co. lowest tenderers, 973.  
 authorized by Order-in-Council, 973.  
 satisfactorily completed, 973.  
 explains extras under this contract, 991.

**CONTRACT No. 41.—Railway construction :****TENDERING—****TRUDEAU, T.**

submitted to public competition after advertising, 75.  
 time for receiving tenders extended twice, 76.  
 lowest tender, Marks & Conmee, 76.  
 correspondence as to Purcell and others being admitted, 76.  
 this correspondence subject of a return to the House, 76.  
 two-fold condition as to time of completion, 77.  
 no difficulty with contractors, 77.  
 Chief Engineer's report of tenders 40 and 41 produced, 78.

**BOWIE, A.**

one of the sureties of Charlebois & Co., 1142.  
 took no part in arriving at prices, 1143.  
 not aware of any information having been given by officers, 1144.

**RYAN, H.**

witness's tender not the lowest, 1231.  
 work awarded to Marks & Conmee, 1231.  
 whom witness joined, 1231.

no Government influence, 1232.

Marks' prices in some cases very low, 1232.

utilization of plant the main inducement to join contractors, 1239.

**TUPPER, SIR CHARLES**

Marks & Conmee lowest on A, not sufficient financial standing, 1264.

asked if they could strengthen themselves, 1264.

no suggestion as to acceptable names, 1265.

Marks & Conmee bore loss arising from their errors in tendering, 1275.

**FLEMING, S.**

time extended to obtain more accurate quantities, 1403.

separate tenders lower than combined, 1404.

recommended that tenders for short periods should not be entertained, 1405.

would have preferred letting combined sections to men of known capacity, 1406.

does not recollect objecting to pecuniary standing of Marks & Conmee, 1410.

no recollection of conversations with Purcell & Ryan, 1410.

pointed out to Minister mistake in tender and suggested contractors should be informed of it, 1411.

Minister insisted on their executing contract according to tender, 1411.  
 after the experience on contract No. 25, no special provisions made as to muskeg country, 1412.

**ENGINEERING—****CADDY, J. S.**

witness's opinion as to contractors' prices, 655.

about muskeg earth, 655.

inconsistent prices, 656.

deviations result in clay instead of rock, 657.

**RYAN, H.**

alignment considerably changed, 1234.

changes will save \$300,000, 1234.

made by Bell and Middleton in 1879, 1234.

**FLEMING, S.**

instructions to Jennings and others as to measuring muskeg earth, 1414.

pressed importance of despatch on Minister, 1418.

*See Engineering.*

**CONTRACT No. 42.—Railway construction :****TENDERING—****TRUDEAU, T.**

usual public competition, 78.

same advertisement as contract No. 41, 78.

similarly reported to the House, 78.

lowest tender, Morse, Nicholson & Marpole, 78.

who withdrew their tender, 78.

second lowest, Andrews, Jones & Co., 78.

who failed to make deposit, 78.

third lowest and successful tender, Fraser, Grant & Pitblado, 79.

as to introduction of new names, 79.

no disputes between contractors and Department, 80.

Chief Engineer's report of tenders for 40 and 41 produced, 80.

respecting irregular tenders, 80.

none lower than tender accepted, 81.

CONTRACT No. 42.—Railway construction—*continued.**TENDERING—continued.*

## FRASER, J. H.

of Fraser, Grant & Pitblado, 247.  
 firm put in tenders for sections A and B and one for the whole, 248.  
 contract first awarded to Nicholson, Morse & Co., 248.  
 who were negotiating for their security when witness first became acquainted with them, 249.  
 supposed that Andrews, Jones & Co. got eight days to put up their deposit, 250.  
 Manning wanted to take an interest, 251.  
 terms agreed upon, 252.  
 understood from one of Manning's firm that Andrews, Jones & Co. would fail to put up security, 252.  
 thinks Andrews, Jones & Co. had ample time to furnish security had they wished, 255.  
 Fraser, Grant & Co. sold out to Manning, Shields & McDonald, 256.  
 first intimation of Close's interest, 643.  
 witness not privy to arrangement, 644.  
 general impression that Andrews, Jones & Co. would not put up security, 644.

## MCDONALD, J. J.

of the firm of Manning, Shields & McDonald, 299.  
 joined Fraser, Grant & Co., the contractors, 299.  
 arrangements provisionally made before contract was let, 299.  
 subsequently bought out Fraser, Grant & Co., 302.  
 respecting arrangement with P. G. Close, one of Morse & Co.'s bondsmen, 303.  
 respecting information gained about tenders, 304.  
 respecting amount promised to Chapleau, 305.  
 history of this arrangement, 306.

## SHIELDS, J.

of the firm of Manning & Co., 307.  
 arrangements with Fraser, Grant & Co., also with P. G. Close, 307—313.  
 witness's withdrawal from the firm, with substitution of his father, 313.

## MANNING, A.

became interested with Fraser, Grant & Pitblado, 496.  
 did not become interested with them until after they got the contract, 497.  
 merely entered into it to help other people, 497.  
 took very little part in the negotiations, 497.  
 a matter of indifference to witness, 497.  
 no recollection of Fraser & Co.'s letter of 29th February, addressed to Minister of Public Works, suggesting an amalgamation, 499.

## CHAPLEAU, S. E.—St. O.

practice of Department, 850.  
 transaction with McDonald, 852.  
 with Smith, 853.  
 use of patent, 855  
*See Chapleau; Influencing Clerks.*

## SMITH, J. N.

carries on business in New York, 938.  
 visited Ottawa as intending surety, 938.  
 subsequent negotiations with Andrews, Jones & Co. as to partnership, 939  
 their promise to put up security without proper foundation, 941.  
 does not remember Chapleau's arrangement as to telegraphing, 942.  
 moneyed men at witness's back refused to entertain the project, 942  
 refusal chiefly due to imminent breaking up of winter, 943.  
 relations with Chapleau, 947.  
 never any talk as to Chapleau's partnership, 948.

## GOODWIN, J.

tendered unsuccessfully for sections A and B, 1005.  
 negotiations with Andrews, Jones & Co., 1006.  
 finally declined to join them, 1008.

## HAGGART, J., M.P.

made enquiry as to alleged waste in passing over Andrews, Jones & Co., 1016.  
 gives explanation offered to him, which he deemed satisfactory, 1016.

**CONTRACT No. 42.—Railway construction—continued.****TENDERING—continued.****MORSE, G. D.**

witness's firm tendered for A and B separately, and collectively under C, 1048.  
 B awarded, 1049.  
 withdrew from offer, 1049.  
 negotiations with Close and Shields, 1051.  
 lowest separate tenders less than their combined tender, 1052.  
 proposition to join next highest tender, 1053.  
 agreement made before withdrawing, 1054.  
 evidence as to deposits, 1055  
   not all put up within the time, 1056.  
 negotiations with F. Shanly, 1057.  
 March 5th, notified contract awarded to Fraser, 1058.  
 negotiations with Close, 1060.

**MARPOLE, R.**

of Morse, Nicholson & Marpole, 1063.  
 other partners interested, 1063.  
 negotiations with Close and Shields, 1064.  
 tendered for sections B and C, 1065.  
   tender for B not conditional, 1066.  
 relative position of tenders known, 1066.  
   known immediately after tenders in, 1067.  
   believes that Shields had no advantage over others as to information, 1071.  
 witness disagreed with partners as to prices, 1072.  
   Shields advised lower prices, 1072.  
   Fleming and Smith said prices too low, 1073.  
 before declining contract arranged with next highest tender, 1074.  
 when Jones and Smith left Ottawa expected they would put up security, 1075.  
 not aware that Smith's decision depended on others in New York, 1075.  
 as to delays in putting up security, 1076.  
 hardly expected extension, 1077.  
 notice of contract being awarded to Fraser before entire deposit was made, 1077.  
 conditional arrangements with F. Shanly, 1078.  
 thinks no just complaint can be made, 1079.  
 agreement with Close modified, 1084.  
 Boulton not personally interested, 1084.  
 not aware of any benefit to Member of Parliament or official, 1084.

**McCORMICK, A.**

undefined interest in Morse & Co.'s tender, 1079.  
 present during negotiations with Shields and Close, 1080.  
 Boulton's relations thereto, 1080.  
 informed Minister that only the combined sections would be accepted, 1082.  
 reasons why notification not given in writing, 1083.

**NICHOLSON, F.**

of Morse & Co., 1085.  
 made no tender for A separately, 1085.  
   tender for section B wholly unconditional, 1086.  
 notified 20th February that section B was awarded to witness's firm, 1087.  
   declined contract, 1087.  
 agreement with Andrews, Jones & Co. produced, 1088.  
 communicated substance of arrangement to Minister, but withheld certain information, 1090.  
 difference between witness's tender and that of Andrews, Jones & Co., \$448,436, 1091.  
 neither Smith nor Jones in Ottawa, between 26th February and 5th March, 1091.  
 witness's letter respecting security, dated 5th March, not correct, 1092.  
 agreement with Close and Shields produced, 1093.  
 led to believe that they could obtain contract, though not the lowest tenderers; consideration mentioned in agreement not the real one, 1095.  
 Close signed and acted for himself and Shields jointly, 1095.  
 negotiations leading to modification of agreement with Close, 1096.  
 heard Chappleau's name mentioned as possible participant, 1099.



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 CONTRACT No. 42.—Railway construction—*continued*.
*TENDERING—continued.***NICHOLSON, F.—continued.**

original figures in tender B reduced at Shields' suggestion, 1099.  
 witness lost all faith in Shields's influence or reliability, 1100.  
 capacity in which Macdougall acted, 1101.  
 witness's firm never offered to sell or received any money, 1102.  
 telegraphic correspondence respecting Andrews, Jones & Co.'s refusal  
 to proceed, 1298.  
 telegraphic correspondence as to security, 1299.  
 second \$100,000 not deposited when contract awarded to Fraser, 1301.

**CLOSE, P. G.**

retired from the grocery business, 1160.  
 in January, 1879, Morse asked witness to become surety, 1160.  
 Morse wanted a surety known to Government, 1160.  
 compensation, a commission on tender, 1161.  
 reasons why witness's name strengthened tender, 1162.  
 witness never undertook to secure any improper advantage for  
 Morse, 1162.  
 made no effort to influence Government, 1163.  
 knows nothing of any message sent by McCormick, 1165.  
 Shields negotiated all arrangements, 1165.  
 after Morse & Co. were out, arranged for interest in section B with  
 Manning, 1166.  
 no arrangement with them till 6th March, 1166.  
 had discussed matters with Shields before withdrawing from Andrews,  
 Jones & Co., 1167.  
 final interview with Morse, 1168.  
 agreement with Shields stipulates witness shall not be surety for  
 Morse, 1168.  
 reasons for this proviso, 1169.  
 no negotiation with any Minister in reference to contracts A, B, or C,  
 1170.

**TUPPER, SIR CHARLES.**

deliberations as to advisability of asking for tenders separately or  
 together, 1261.  
 no step taken without consulting colleagues, 1262.  
 tenders for C slightly in excess of A and B, 1262.  
 would, however, have been considered if from a firm of sufficient  
 strength, 1263.  
 Chief Engineer would not recommend Morse & Co. for whole work,  
 1263.  
 tenders for separate sections adopted, 1264.  
 no intimation of Morse & Co.'s intended withdrawal, until their  
 letter declining contract received, 1265, 1273.  
 winter passing rendered disposal of tenders urgent, 1265.  
 Fleming reported loss of a week might mean a whole year, 1265.  
 passed to next tender, 1265.  
 time for Andrews, Jones & Co. to qualify fixed at three days, 1266.  
 short time justified by their letter of 6th February, 1266.  
 no knowledge of arrangement of Morse & Co. with Shields and  
 Close, 1268.  
 Manning's probable association with Fraser known before contract  
 awarded, 1268.  
 practically Andrews, Jones & Co. had eight days to deposit, 1269.  
 approved of Andrews, Jones & Co. strengthening the firm through  
 Goodwin, 1269.  
 Thompson's deposit not available as against Andrews, Jones & Co.,  
 1270.  
 believes no one improperly benefitted by letting contract to Fraser &  
 Co., 1271.  
 when negotiating as to deposits never suspected Andrews, Jones &  
 Co. had retired, 1273.  
 no contingent promises to any tenderers, 1273.  
 long period tenders adopted after careful consideration, 1273.  
 argument as to further delays in passing Andrews, Jones & Co.,  
 1274.

**MACDONALD, HON. J.**

no improper influence, 1293.

**CONTRACT No. 42.—Railway construction—continued.****TENDERING—continued.****POPE, HON. J. H.**

transfer from Fraser to Manning made during witness's temporary administration, 1302.

security not weakened thereby, 1303.

**FLEMING, S.**

Morse, Nicholson &amp; Marpole lowest for sections 41 and 42 combined, 1404.

lowest for section 42, 1404.

lower than next tenderer by \$700,000, 1406.

witness recommended acceptance of other than lowest tenders, 1405.

recommendation not adopted, 1405, 1408.

advised against giving Morse &amp; Co. the whole work, 1407.

satisfied they could not carry it on, 1408.

did not believe they could do work on contract 42 for price in tender, 1409.

recommended Fraser, Grant &amp; Co., 1409.

tenderers were allowed to take position according to their rights, 1410.

information to tenderers as to muskegs, 1413.

open question as to whether muskeg should be used in embankments, 1414.

knew Fraser and Pitblado and formed a high opinion of them as contractors, 1415.

no recollection of any pressure in favour of his recommendation of them, 1415.

time of great importance, 1416.

**ENGINEERING—****MANNING, A.**

difficulties encountered, character of country, cost of moving supplies, 502.

fifteen hundred men employed, 503.

immense fills, 503.

witness's information derived from others he not having been on the ground, 503.

**JENNINGS, W. T.**

as to economy made on the line in this section, 793.

**TUPPER, SIR CHARLES.**

estimates based with greater accuracy than heretofore, 1272.

reduction effected by re-location, 1272.

**SCHREIBER, O.**

inspected this contract December, 1879, 1767.

general location settled, 1767.

made slight deviations, 1767.

saved thereby \$600,000 to \$700,000, 1768.

found work progressing satisfactorily except as to time, 1768.

thinks a total saving of \$1,500,000 has been made on contract 42, 1768.

of which \$650,000 is absolutely saved and \$850,000 the result of modified design, 1769.

See *Engineering*; *Influencing Clerks*.**CONTRACT No. 43.—Operating Pembina Branch:****TRUDEAU, T.**

lease for operating Pembina Branch cancelled by Order-in-Council, 28th January, 1890, 89, 1087.

no public competition, 1047.

first document recorded, an offer from Upper, 1047.

reported on by Fleming 3rd March, 1879, 1047.

authorized by Order-in-Council, 13th March, 1879, 1047.

claim of contractors under consideration, 1048.

**CONTRACTS Nos. 44 TO 47.—Steel rails, &c.:****TRUDEAU, T.**

competition invited by letter, 959.

time for delivery 15th August, 1879, 959.

ordered through Reynolds as agent, 960.

method of inviting competition discussed between Engineer and Minister, 960.

CONTRACTS Nos. 44 to 47.—Steel Rails, &c.—*continued.*

TUPPER, SIR CHARLES.

course pursued as to purchase of rails, 1275.

FLEMING, S.

how contracts Nos. 44 to 46 came to be made, price £4,193. to £5 delivered in Montreal, 1419.

report of 17th June, 1879, showing necessity for rails, 1419.  
Reynolds's arrangements satisfactory, 1419.

CONTRACT No. 48.—Railway construction :

*TENDERING—*

TRUDEAU, T.

let by public competition after advertisement, 82.

tenders received to 1st August, 1879, 82.

lowest tenderer, Hall, 83.

Hall not prepared to deposit, himself doubtful about finding capital, 84.

Hall retires; his deposit returned, 85.

under Order-in-Council, 86.

Ryan's tender \$46,190 more than Hall's, 85.

tenders produced, 868.

RYAN, J.

contractor for first 100 miles west of Winnipeg, 476.

Hall a lower tenderer than witness, 476.

knew nothing of relative positions of tenders till contract was let, 477.

no negotiations with other tenderers, 477.

HAGGART, J., M. P.

no interest with Ryan, or any other Government contractor, 1017.

POPE, HON. J. H.

tender awarded on witness's recommendation, 1302.

Hall declined contract; prices too low, 1302.

FLEMING, S.

Smellie reported against Hall, 1420.

Hall's letter of withdrawal produced, 1420.

SMELLIE, W. B.

reasons for reporting against Hall, 1421.

Hall did not express any dissatisfaction, 1422.

*ENGINEERING—*

TRUDEAU, T.

some fault found as to progress made; reasons of delay under investigation, 87.

RYAN, J.

contract let August, 1879, 477.

half to be finished in eight months, the whole by 19th August, 1880, 477.

some delay in location, 478.

bulk price \$600,000, without fencing and with half ballast, 478.

change in the mode of building, 479.

track located only from twenty to forty miles ahead of track-layers, 479.

ties laid on the prairie, and ballast put in instead of earth excavation, 479.

process approved by Schreiber, 479.

road-bed improved and cost not materially increased, 480.

correspondence with Department relative to this change, 480.

rate of progress five miles a week, 481.

seven stations on line, 481.

ROWAN, J. H.

delays in locating were due to extreme wetness of season, 750.

contractor claims that ballasting is more costly than grading, 750.

witness prefers to offer no opinion thereon, 751.

Drope's discharge authorized by Schreiber, 811.

witness's relations with Murdoch, 822-823.

MURDOCH, W.

in June, 1879, locating contract 48, 805.

size of party twenty-two, 805.

completed 1st September, 806.

witness removed to take charge of contract 66, 806.

as to Drope's inspection of ties, 808.

certain instructions by Chief Engineer disapproved by witness, but notwithstanding carried out, 817.

censured by Chief Engineer for doing so, 818.

respecting his treatment by Rowan, 818.

**CONTRACT No. 48.—Railway construction—continued.****ENGINEERING—continued.**

- DROPE, T.**  
complaint as to his discharge, 810.
- FLEMING, S.**  
respecting delay in location of the line, 1423.  
Ryan urged to proceed at once, 1423.  
temporary right of way granted by city of Winnipeg, 1424.  
thinks line was located faster than Ryan could proceed, 1425.  
surveys not required for this section, country being flat, 1425.  
rails laid on ground and then ballasted, 1426.

**CONTRACT No. 49.—Station buildings :**

- TRUDEAU, T.**  
submitted to public competition, and contract awarded to lowest tender, 59.  
cost limited to a maximum sum, in contract, 59.  
completed to satisfaction of Department, 60.

**CONTRACT No. 50.—Railway spikes :**

- TRUDEAU, T.**  
public competition ; lowest tender accepted, 975.  
delivery satisfactory, 976.

**CONTRACT No. 51.—Fish-plates, bolts, &c :**

- TRUDEAU, T.**  
contract based on lowest tender after competition, 976.  
articles supplied of Canadian manufacture, 976.  
delivery satisfactory, 976.

**CONTRACT No. 52.—Transportation of rails :**

- TRUDEAU, T.**  
competition invited by circular, 992.  
Beatty had previously tendered, 992.  
let to the lowest offer, 992.
- FLEMING, S.**  
suggested inviting tenders by circular, 1427.  
lowest tender accepted, 1427.

**CONTRACTS Nos. 53 to 55.—Steel rails :**

- TRUDEAU, T.**  
public competition invited by advertisement, 997.  
procured from lowest available tenderers, 997.  
Order-in-Council 13th June, 1879, authorizing purchase, passed on Chief Engineer's report, 997.  
prices, £4 15s. to £5 5s., 998.  
history of negotiations, 999.
- REYNOLDS, T.**  
Fleming telegraphed in 1879, authorizing witness to receive tenders, 1003.  
mode of inviting competition, 1004.  
lowest offer accepted, 1004.
- TUPPER, SIR CHARLES**  
course pursued as to purchase of rails, 1275.  
colleagues and Chief Engineer in accord, 1276.  
all purchased from lowest available tenderers, 1277.  
no benefit accrued to any Member of Parliament or other person than contractors, 1277.
- FLEMING, S.**  
pressed on Minister necessity for rails, 1428.  
advertised in English papers, 1428.  
tenders opened by Finance Minister in presence of Sir J. Rose and witness, 1428.  
50,000 tons ordered, of which 11,000 were for Intercolonial (Rivière du Loup), 1429.  
respecting Wallace's tender, 1430.  
lowest tenders invariably accepted, to full extent parties would furnish, 431.

**CONTRACT No. 56.—Iron bridge: /**

- TRUDEAU, T.**  
 amount of contract, \$1,400, 996.  
 let to lowest tenderer after competition, 996.  
 recommended by Fleming's report, 24th November, 1879, 996.  
 work not yet complete, 996.
- FLEMING, S.**  
 lowest tender accepted, 1432.  
 satisfactorily erected, 1432.

**CONTRACT No. 57.—Railway frogs, &c. :**

- TRUDEAU, T.**  
 no competition, patent having been adopted, 996.  
 recommended 11th November, 1879, by Chief Engineer, 996.  
 Order-in-Council confirming, 996.  
 cost \$12,000, contract fulfilled, 997.
- FLEMING, S.**  
 frogs previously got from the Kingston Penitentiary, 1432.  
 offered by the Truro company at a lower rate, 1432.  
 a better article for a less price, 1433.  
 no influence to prevent public competition, 1433.

**CONTRACT No. 58.—Iron turn-tables :**

- TRUDEAU, T.**  
 tenders invited by circular, 1151.  
 contract let to lowest tenderer, 1154.
- FLEMING, S.**  
 tenders invited by circular, 1433.  
 the lowest offer accepted, 1434.  
 advertising would have been too expensive, 1434.

**CONTRACT No. 59.—Railway ties :**

- RUTTAN, H. N.**  
 Whitehead, Ryan and witness contracted to deliver 100,000 ties in  
 the spring of 1850, 35.  
 difficulties with Rowan as to culling, 35.
- TRUDEAU, T.**  
 contract has been fulfilled, 87.
- RYAN, J.**  
 witness a partner in contracting firm, 482.
- FLEMING, S.**  
 instructed Rowan to receive tenders; the lowest accepted, 1435.

**CONTRACT No. 60.—Railway construction :****TENDERING—**

- MACDONALD, A. P.**  
 lowest tenderer on sections A and C, 982.  
 contract transferred to Onderdonk for a consideration, 982.  
 one contractor having the four sections would have an advantage of  
 15 or 20 per cent. over several, 983.
- McRAN, W.**  
 interested with A. P. Macdonald and others, 1067.  
 tenders made out at the Windsor Hotel, Montreal, 1068.  
 assigned to Onderdonk, 1068.  
 Onderdonk's view of the transaction, 1069.  
 the concentration of work an advantage to contractor, 1069.
- TRUDEAU, T.**  
 public competition invited by advertisement, 1154.  
 Fleming's report of 22nd November, 1879, produced, 1155.  
 witness narrates circumstances attending the opening of tenders,  
 1155.  
 refers to certain irregular tenders, 1155.  
 Order-in-Council of 22nd December, 1879, authorizing transfer to  
 Onderdonk, produced, 1158.  
 witness thinks it better that large works should be placed with one  
 contractor if feasible, 1158.

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**CONTRACT No. 60.—Railway construction—*continued.***
**TENDERING—*continued.*****TUPPER, SIR CHARLES.**

reasons for inviting British Columbia tenders separately and subsequent amalgamation, 1287.

Onderdonk how and when introduced, 1289.

nature of the syndicate represented by D. O. Mills, 1289.

**MILLS, D. O.**

tenders of Onderdonk authorized by syndicate, 1297.

no preconceived arrangement with other tenderers, 1297.

Government security improved by transfer, 1298.

**FLEMING, S.**

on receiving report from Edmonton respecting Peace River route, an Order-in-Council was passed adopting Burrard Inlet and tenders for sections 60 to 63 invited, 1436.

D. McDonald & Co's tender, the lowest, was accepted, 1437.

**CONSTRUCTION—****MILLS, D. O.**

one of the syndicate, 1296.

work progressing as demanded by contract, 1296.

how syndicate became interested, 1297.

economy the result of centralization, 1297.

See *Engineering.*

**CONTRACT No. 61.—Railway construction :****SMITH, J. N.**

was interested with others in this tender, 952.

sold his third interest to Onderdonk for \$31,500, 953.

aware of no improper influences, 954.

expected to get all sections, 954.

better for all that they should be in the same hands, 955.

saving in labour, 955.

economy in machinery, 955.

opinion based on thirty years experience, 955.

Macdougall interested only professionally, 955.

**GOODWIN, J.**

tendered for sections A, B, C and D, 1008.

lowest tender on B, 1009.

in company with Purcell, Ryan and others, 1009.

contract awarded and sold to Onderdonk, 1009.

witness's firm received \$100,000, 1009.

delay in acknowledging Onderdonk, 1010.

advantage of concentrating work in single management, 1011.

no intention of selling out when tendering, 1209.

**TRUDEAU, T.**

public competition invited, 1204.

tenders opened 20th November, 1879, 1204.

lowest tender accepted, 1205.

transferred to Onderdonk, 10th February, 1880, 1205.

**RYAN, H.**

interested in section B with Purcell and others, 1235.

no understanding with Onderdonk prior to award, 1235.

Government refused to allow transfer before contract, 1236.

a voluntary transfer, 1237.

reasons for acquiescence, 1237.

no improper information or advantage, 1238.

one contractor more economical than many, 1238.

special necessity for centralization, 1238.

**FLEMING, S.**

contract based on lowest tender, 1438.

See *Engineering.*

**CONTRACT No. 62.—Railway construction :****TRUDEAU, T.**

contract awarded to lowest regular tenderer, 1207.

contracts 60 to 63 inclusive, transferred to a syndicate by Order-in-Council, 1207.

**FLEMING, S.**

given to lowest tenderer, 1439.

took no part in transfer to Onderdonk, 1439.

See *Engineering.*

**CONTRACT No. 63.—Railway construction :**

- KAVANAGH, T.**  
 tendered for section D, 838.  
 transferred to Onderdonk, 839.  
 does not remember anything about it, 839.  
 further as to what he does not remember, 840.
- KAVANAGH, J.**  
 tendered for section D, 1018.  
 no knowledge how figures were made up, 1019.  
 sold to Onderdonk, 1020.  
 witness sole negotiator with Onderdonk, 1020.  
 no experience in contracting, 1021.
- TRUDEAU, T.**  
 awarded to Kavanagh the lowest tenderer, 1208.  
 respecting extension of time approved by Order-in-Council, 1208.
- TUPPER, SIR CHARLES.**  
 why time granted to Kavanagh, 1290.  
 distinction between this matter and Andrews, Jones & Co., 1291.  
 Department sustained in this extension by Order-in-Council, 1292.
- FLEMING, S.**  
 contract let to the lowest of eleven tenderers, 1439.  
 took no part in transfer, 1439.  
 results of the transfer favourable to the public, 1440.  
 better for the public that one strong firm should have the whole work,  
 1441.  
 work let at very low prices, 1441.  
 See *Engineering*.

**CONTRACT No. 64.—Bridge over Red River :**

- RYAN, J.**  
 sum involved, \$7,350, 481.  
 duly completed and paid for, 481.
- TRUDEAU, T.**  
 public competition invited, 1209.  
 contract let to lowest tenderer, 1210.  
 work completed, 1210.
- FLEMING, S.**  
 how the work was undertaken, 1441.  
 contract based on lowest tender, 1442.

**CONTRACT No. 65.—First-class passenger cars :**

- TRUDRAU, T.**  
 public competition invited, 1210.  
 lowest tender accepted, 1210.
- FLEMING, S.**  
 contract given to lowest tenderer, 1442.

**CONTRACT No. 66.—Railway construction :****TENDERING—**

- TRUDRAU, T.**  
 report of tenders produced, 87.  
 contract let to lowest tenderer, 87.
- MCTAVISH, G. L., 488.**  
 contract signed in absence of witness, 487.  
 to be completed 31st December, 1881, 487.  
 the non-completion of the first 100 miles a serious drawback, 488.  
 no claim on Government on that account, 488.
- CHAPLEAU, S. E. St. O.**  
 never assisted Bowie, 860.
- BOWIE, A.**  
 tendered with others for this contract, 1144.  
 difference of opinion as to prices, 1145.  
 general conversations with Chapleau, 1146.  
 prices of Geo. Bowie's tender diminished about \$9,000 or \$10,000, 1147.  
 Nicholson & Marpole's tender about \$10,000 higher than witness, 1147.  
 effect of changes to make tender \$289 lower than Marpole's, 1148.  
 witness's information to Geo. McTavish, 1148.  
 witness sold out to Bowie & McTavish, 1148.  
 never alleged that he had disbursed sums for information, 1149.  
 as to security put up, 1149.

**CONTRACT No. 66.—Railway construction—continued.****TENDERING—continued.****TRUDEAU, T.**

Engineer's report on tenders produced, 1212.  
awarded to Bowie & Co.; Geo. McTavish added to firm under Order-in-Council, 22nd May, 1880, 1212.

**FLEMING, S.**

based on lowest tender, 1442.  
location not approved by witness; gives his reasons, 1443.

**ENGINEERING—****MURDOCK, W.**

in charge of location, 814.  
party: twenty-one, 814.  
ready for contractors 9th July, 815.  
found favourable line, 815.  
See *Engineering*.

**CONTRACT No. 67.—Box and platform cars:****TRUDEAU, T.**

contractors were lowest tenderers for platform cars, 1211.  
Simon Peters \$5 lower for box cars, but could not furnish quantity required and withdrew, 1211.  
public competition invited, 1211.

**FLEMING, S.**

confirms Trudeau's evidence, 1444.

**CONTRACT No. 68.—Postal and baggage cars:****TRUDEAU, T.**

public competition invited, 1211.

**FLEMING, S.**

contract given to lowest tenderer, 1444.

**CONTRACT No. 69.—Transportation of rails:****TRUDEAU, T.**

not a formal contract, 1213.  
authorized by Order-in-Council on Chief Engineer's report, 1213.

**FLEMING, S.**

explanation why competition was not invited, 1445.  
the arrangement a desirable one, 1445.

**CONTRACT No. 70.—Transportation of rails:****TRUDEAU, T.**

public competition invited, 1212.  
let to lowest tenderer, Henry Beatty, 1212.  
prices compared with contract No. 34, 1213.

**FLEMING, S.**

witness had nothing to do with this, 1445.

**CONTRACT No. 71.—Iron bridge:****TRUDEAU, T.**

let to lowest tenderer, 1214.

**FLEMING, S.**

confirms Trudeau's evidence, 1445.

**CONTRACTS Nos. 72 TO 76.—****TRUDEAU, T.**

advertised and let since date of Commission, 1214.

**CONTRACT No. 77.—Wire fencing:****TRUDEAU, T.**

report of tenders produced, 1214.

**CONTRACTS, SYSTEM OF LETTING:**

See *System of Letting Contracts*.



## COOPER, FAIRMAN &amp; Co.:

See *Contracts Nos. 8, 11, 17, 20, 21, 29, 30, 32, 35; Steel Rails.*

## COOPER, JAMES:

purchase of rails, tendering, 915.  
 contract No. 8, 915.  
 No. 11, 918.  
 No. 15, Fraser & Grant-Whitehead partnership, 924.  
 relations of C. Mackenzie with Cooper, Fairman & Co., 919.  
 alleged improper influence, 925.

## COX &amp; GREEN:

See *Contracts Nos. 8, 9 and 10.*

## CROSSEN, JAMES:

See *Contract No. 65.*

## CROSSING RED RIVER:

See *Red River Crossing.*

## CROSS LAKE:

See *Contracts Nos. 14, 15; Engineering.*

## CURRIE, D. S.:

Nixon's paymaster-and-purveyorship, 576, 579.

## DAVIDSON, JOSEPH:

contract No. 4, 1125.

## DEPARTMENT OF RAILWAYS AND CANALS:

## TRUDEAU, T.

Deputy Minister, 1.  
 connection with Canadian Pacific Railway since commencement, 1.  
 next in control to Minister, 1.  
 Pacific staff special and distinct as to engineering, not as to accounting, 1.  
 accountant: James Bain, 2.  
 accounts by double entry, 2.  
 no periodical report by accountant to Deputy, 2.  
 Fleming financially responsible from inception till 1875, 2.  
 subsequently system changed, 2.  
 Fleming's paymasters: Wm. Wallace, Geo. Watt, and subsequently Radford, 2.  
 Watt's accounts were audited by T. Taylor, and reported satisfactory, except as to vouchers, 2.  
 all orders should proceed from Minister, 3.  
 generally given verbally, and noted, 3.  
 copies of Orders-in-Council affecting railway are sent to the Department and recorded, 3.  
 preliminary explorations discussed by Minister and Fleming, 3.  
 Chief Engineer appointed 5th May, 1871, 3.  
 engineering staff appointed by Minister, 4.  
 Palmer in charge of accounts from 1873 to 1875, 12.  
 tenders usually referred to Engineer for a report, 38.  
 verbal explanations not allowed to modify tender, unless the document susceptible of such explanation in itself, 38.  
 Minister saw all reports of Chief Engineer, 38.  
 where Engineer declines to recommend a course, it is adopted without his responsibility, 38.  
 how far change in tender affects eligibility of tender, 42.  
 not the practice of the Department to initial alterations in the tenders, 74.  
 corrects previous evidence as to decisions of Minister being invariably recorded, 1817.  
 instances to the contrary, 1817.

## FLEMING, S.

remarks on appointment of officers, 1685.  
 a private company could accomplish work more efficiently, 1686.  
 discontinuance of witness's connection with the railway and correspondence relating thereto, 1686—1700.

DEPARTMENT OF RAILWAYS AND CANALS—*continued.*

- BRAUN, F.**  
 Secretary of the Department, 1753.  
 always acted on instructions, 1753.  
 communicated by Minister or Deputy, 1753.  
 register of letters received and sent, 1754.  
 practice in respect of receiving, opening and custody of tenders,  
 1756—1759, 1765.
- SCHREIBER, C.**  
 Chief Engineer since 20th May, 1880, 1767.  
 Superintending Engineer since 17th September, 1879, 1767.  
 remembers no record of any estimate of the cost of a section before  
 offering for tender, 1780.  
 of engineering accounts, 1781.  
*See Appointments.*

## DEPOSITIONS:

*See Gamsby; Moberly; Nixon; Schreiber.*

## DICKSON, RICHARD:

*See Contract No. 49.*

## DOMINION BOLT CO.:

*See Contract No. 51.*

## DROPE, THOMAS:

contract No. 48, 809.

## DRUMMOND, HENRY M.:

Nixon's paymaster-and-purveyorship, 482.

## DWIGHT, H. P.:

*See Contract No. 1.*

## EAGLE RIVER WESTWARD:

*See Contract No. 42.*

## EBBW VALE CO.:

*See Contracts Nos. 7, 44—47; Steel Rails.*

## ENGINEERING:

## SURVEYS—

## GENERAL.

- FLEMING, S.**  
 appointment, responsibilities and instructions (1871), 1305.  
 senior officer: J. H. Rowan, 1306.  
 hesitated to undertake work, 1307.  
 principles for controlling work, 1307.  
 necessity for knowledge of the country, 1307.  
 instrumental surveys advisable under the circumstances, 1307.  
 opinion of Capt. Palliser referred to, 1308.  
 exploratory rather than instrumental would have been adopted but  
 for time pressure, 1308.  
 would have saved large sums of money, 1308.  
 both systems discussed, 1309  
 instrumental sometimes indispensable, 1310.  
 no recollection of Rowan's report (1871), 1311.  
 three years' examinations before first contract, 1311.  
 delay partly due to change of Government, 1312.  
 witness responsible for expenditure, 1312.  
 method of supervision and financial administration, 1312.  
 work would have cost much less under private company, 1314.  
 outline of history of surveys, 1637.  
 difficulties on account of roughness of country, interminable forests,  
 severity of winters, and short time allowed for completion, 1638.  
 three grand divisions: eastern, central and western, 1638.  
 no faith in preliminary explorations, 1639.

**ENGINEERING—continued.****SURVEYS—continued.****GENERAL—continued.****FLEMING, S.—continued.**

- instrumental surveys decided on, 1639.
- advantages of a traversed line, 1639.
- instructions to engineers, 1640.
- eleven sections between Ottawa and Red River, 1641.
- letter to Minister (1871) as to winter surveys, 1641.
- progress of work described in report of 1872, 1642.
- point selected for beginning easterly section, 1643.
- results of surveys in woodland region, 1644.
- report of 1874, page 27, 1644.
- operations in woodland region described in report of 1877, on page 46, 1645.
- system adopted due to witness's belief that the railway was to be commenced within two years, 1646.
- otherwise would have made explorations first, 1646, 1649.
- practicable line from end to end required before a blow was struck, 1650.
- probable expense of exploring parties, 1652.
- two engineers, two axe men and men for transport sufficient for an exploration, 1653.
- refers to Murdoch, Armstrong and Austin's exploratory surveys, expense of which could be obtained from Department, 1653.
- cost of instrumental as against exploratory not considered, 1658.
- the latter impracticable, 1658.
- sufficiently capable men for the latter not available, 1658.
- exploratory not sufficient in any case, 1660.
- instrumental between Lake Superior and Ottawa essential; reason why, 1660.
- exploration parties used on branch lines from an instrumental base, 1662.
- impossible for a non-professional man to ascertain feasibility of railway, 1662.
- breadth of country examined, 1663.
- course followed in making instrumental survey, 1663.
- cost of surveys a secondary consideration, 1664.
- up to 1877, 10,000 miles of track surveys between Ottawa and Red River, 1664.
- attention first drawn to Howse and Yellow Head Passes by writings of Capt. Palliser and others, 1666.
- appointments on political grounds, 1666.
- directions to district engineer, 1667.
- much left to men's discretion, 1668.
- instruction to Moberly as to Howse Pass, 1668.
- comparison of Yellow Head and Howse Passes, 1670.
- abandonment of Howse Pass, 1670.
- reasons in favour of Yellow Head Pass, 1671.
- difficult approach to Howse Pass, 1671.
- supplies: directions to utilize Moberly's, 1674.
- exorbitant purchases by Moberly, 1678.
- lost, 1678.
- unnecessary articles purchased, 1678.
- Moberly's explanation as to, 1681.
- telegrams to and from Trutch respecting Moberly's change of base, 1674.
- Yellow Head Pass decided upon without an instrumental survey, 1675.
- enormous sums expended on surveys in British Columbia, 1676.
- trans-continental journey in 1872, 1678.
- dissatisfaction with Moberly, 1679.
- instructs him as to Jasper Valley survey, 1679.
- his services discontinued, 1682.
- correspondence between Fleming and Smith in 1872 produced, 1683.
- in England nineteen months in three years, 1683.

**SMITH, M.**

- arrived in British Columbia (1872), 1503.
- remained in charge until 1876, 1504.
- next superior officer: Cambie, 1505.
- made explorations from Winnipeg westward (1877), 1505.
- examined route critically from Edmonton, 1506.

**ENGINEERING—continued.****SURVEYS—continued.****GENERAL—continued.****SMITH, M.—continued.**

- visited contracts 13, 14, 15 and 25 under construction (1878), 1507.  
 sections 41 and 42 under survey (1878), 1507.  
 wanted to resume work in British Columbia (1879), 1507.  
 informed that little would be done there, 1507.  
 proceeded to Manitoba, 1508.  
 line south of Lake Manitoba explored, 1508.  
 same work in 1880, 1509.  
 each season's work in British Columbia arranged by Chief Engineer, 1509.  
 manner of surveys, Fleming responsible for, 1510.  
 Howse Pass abandoned before he went out, 1510.  
 examined Watt's accounts in 1872, 1511.  
 only two parties engaged in British Columbia in 1873, 1512.  
 under Jarvis and Gamsby, 1512.  
 object to obtain route through Cascade range, 1513.  
 instructions for season 1872-73, 1513.  
 impossibility of reducing expenses on account of system already established, 1514.  
 exploring parties would have been sufficient, 1514.  
 stated so in letter of 14th June, 1872, 1514.  
 refers to the Palliser expedition, 1514.  
 Palliser failed to find Yellow Head Pass his field being restricted by instructions, 1515.  
 thinks Fleming must have been assured of the practicability of Howse Pass, 1517.  
 time pressure in a measure justified instrumental survey, 1517.  
 would have started smaller parties, 1518.  
 two engineers and Indians a sufficient exploratory staff, 1560.  
 comparative merits of passes should have been ascertained before directing instrumental survey, 1561.  
 respecting McLennan's parties, 1562.  
 ninety animals lost, 1562.  
 Mahood's party badly managed, 1562.  
 fire in C.P.R. buildings destroyed all the work of 1872, 1563.  
 left Ottawa 15th May, 1874, with three parties, 1564.  
 Bute Inlet then a probable terminus, 1564.  
 Horetzky found a good pass through Kitimat Valley to the Skeena, 1566.  
 Cooper's report of no value, 1566.  
 surveys of 1875 also directed to Bute Inlet, 1567.  
 survey on the Homathco, 1568.  
 re-survey from Yellow Head Pass to Fort George, 1568.  
 thinks British Columbia surveys 1873—1875 judicious and economical, 1568.  
 explorations finished in 1874, 1569.  
 spring of 1876, Chief Engineer being absent, was made acting Chief Engineer, 1569.  
 Cambie sent out in his place to British Columbia, 1569.  
 reasons why Howse Pass abandoned, 1582.  
 no pass through Selkirk range, 1582.  
 Moberly's instructions to retire from Howse Pass direct from Fleming, 1583.  
 Chief Engineer's instructions respecting Athabaska Pass a mistake, 1584.  
 engineers should not be trammelled by detailed instructions, 1584.  
 further as to French River survey in 1876, 1585.  
 between Nipissing and Nipigon the initial steps should have been bare explorations, 1587.  
 first letter after appointment advocated exploratory surveys, 1597.  
 examined country west of Winnipeg, 1591.  
 made trial location south of Lake Manitoba, 1591.  
 crossing good on Little Saskatchewan, 1591.  
 not on Assineboine, 1591.  
 examined country south of Saskatchewan, 1592.  
 thence to Carleton, 1592.  
 wheat belt extends into forest country, 1592.  
 proceeded *via* Edmonton and Yellow Head Pass to Kamloops, 1592.  
 thence to New Westminster, 1593.

**ENGINEERING—continued.***SURVEYS—continued.***GENERAL—continued.****SMITH, M.—continued.**

examined progress of British Columbia surveys, 1593.  
 returned by way of San Francisco, 1593.  
 visited section 14, 1593.  
 returned to Ottawa in November, 1593.  
 attention not called to Cross Lake, 1593.  
 wrote appendix D to report of 1878, 1594.  
 map suppressed, 1594.  
 Fleming telegraphed for to write report, 1594.  
 recommended Pine River Pass to Bute Inlet, 1594.  
 Minister differed, 1595.  
 ignored from spring of 1878, 1595.  
 no instructions left in spring of 1878 when Fleming went to England, 1596.  
 no consultation, 1596.  
 thought Yellow Head Pass altogether wrong, 1596.  
 reference to Pine River Pass explorations, 1598.  
 favourable report by Hunter, 1598.  
 report as to character of country, 1599.  
 questions other than engineering weighed with him in recommending change of route, 1599—1602.  
 extent of information gained by surveys, 1602.  
 bringing parties to Ottawa an unnecessary expense, 1602.  
 causing loss of time in spring, 1603.  
 private company would have proceeded more rapidly, 1603.  
 in charge of two parties in spring of 1879, 1611.  
 locating 200 miles west Winnipeg, 1612.  
 description of lines, 1612.  
 kept ahead of contractors, 1612.  
 first-class line located, 1613.  
 report in favour of Stone Fort as crossing, 1613.  
 addressed to Chief Engineer, 1614.  
 did not appear in print, 1614.

**MACKENZIE, HON. A.**

took charge in 1873, 1784.  
 Government not in possession of opinions from engineers justifying decided action, 1784.  
 route from Upper Thompson to Big Bend discovered in 1874 to be impracticable, 1785.  
 Fleming the sole director of surveys, 1785.  
 view as to testimony regarding Government policy, 1785.  
 Fleming not directed to change method of survey, 1785.  
 locations made up to the end of 1874, 1786.  
 general direction pretty well decided as far as Yellow Head Pass when telegraph tenders were invited, 1786.  
 policy of Government to obtain shortest line between Thunder Bay and Rat Portage, 1805.  
 decision to construct immediately, 1805.  
 original line from Nipigon *via* Sturgeon River exceedingly rough, 1805.  
 thinks quantities were not ascertained before contract was let, 1805.  
 understands quantities calculated from actual data, so engineers reported, 1806.  
 selection of Selkirk left to engineer, 1807.

**EXPLORATORY.****RUTTAN, H. N.**

civil engineer and contractor, 21.  
 assistant to T. J. Thompson at Pic River, 21.  
 party: twelve, 21.  
 from Red Rock to South Bay of Nipigon (instrumental), 22.  
 four months in the field, 22.  
 supplies: Thompson responsible for, 22.  
 at Ottawa after field work, 22.  
 from Hay Lakes to Root River (1875), 23.  
 party: twenty-five to thirty-five, 23.

**ENGINEERING—continued.****SURVEYS—continued.****EXPLORATORY—continued.****CARRÉ, H.**

- from height of land to English River (1871), 121.
- party: thirty-three, 122.
- surveys in charge of Rowan, 122.
- nature of work, country unknown, 123.
- latitude taken from stars, 123.
- supplies: difficulty about, 121.
- got from Thunder Bay, 122.
- started with sufficient for a month, 123.
- ran out a week after reaching starting point, 123.
- considered Rowan to blame for inadequacy, 123.
- work stopped in consequence, 125.
- returned to Thunder Bay, 15th October, 125.
- time lost from middle of October to end of December, 126.
- men on pay, 126.
- money value lost \$3,840 exclusive of provisions, 127.
- attacked with scurvy and had to return to Thunder Bay, 127.
- from Red Rock to north end of Black Sturgeon Lake (1873), 127.
- party: thirty-three, 127.
- supplies: ascertained before leaving that they were adequate, 128.
- finished in October, 1873, 128.
- in Ottawa until the spring, 128.
- from North-East Bay to Sturgeon Falls (1875), 131.
- returned to Ottawa March, 1875, 131.
- scheduled out quantities which were enormous, 131.
- asked to find a better route, 131.
- returned for that purpose, June, 1875, 131.
- survey exploratory and location combined, 131.
- line finished in December, 1875, 131.
- party: about fifty, 131.
- ran Dalles line at same time, 132.
- returned to Ottawa and remained until May or June, 1876, 132.

**JARVIS, E. W.**

- employed from 1871 to 1875, 274.
- from White Fish Bay to Red River (1871), 274.
- party: thirty-two, 275.
- ordered to remain out during winter, 276.
- supplies: base of, Thunder Bay, 275.
- four hundred miles from commencement of work, 275.
- sent Gray to Winnipeg to purchase, 275.
- those sent *via* Thunder Bay nearly consumed by supply party, 276.
- reached Red River 30th March, 1872, 277.
- struck river about ten miles north of Winnipeg, 277.
- cross-sectioned portions of the line, 278.
- returned to Ottawa and made plans, 278.
- plans and data burnt in fire of railway offices, 278.
- could not have been used to ascertain quantities, 278.
- line would have escaped Julius Muskeg, going south of it, 279.
- from Eagle Lake to Sturgeon Lake (1872), 280.
- time occupied: June to October, 280.
- supplies: manner of procuring, 280.
- difficulty in transporting, 281.
- six months outfit from \$10,000 to \$12,000, 282.
- in Ottawa during winter, 283.
- from Eagle Lake to Rat Portage (1873), 283.
- party: twenty, 283.
- cost of, much less, 284.
- supplies: arrangements with regard to, 283.
- took nothing but pemmican and flour, 284.
- laid down centre line and cross-sectioned at certain points, 284.
- data sent to Ottawa, 284.
- in June, 1873, proceeded to British Columbia, 285.
- from Cache Creek south-westerly to the Cascade Range, *via* Lillooet to Seton Lake, then north-westerly from Cache Creek to the Thompson *via* Bonaparte Valley, 285.
- party: twenty-four and mule train, pack train and thirty mules, 285.
- animals already the property of the Government, 285.

ENGINEERING—*continued.*SURVEYS—*continued.*EXPLORATORY—*continued.*JARVIS, E. W.—*continued.*

from Bridge Creek, Fraser River, to Horse Fly Lakes, 287.  
 party: three, 287.  
 thinks three men, with engineer in charge, and half a dozen animals sufficient for an exploration in British Columbia, 287.  
 returned to Ottawa winter of 1873-74, 287.  
 returned to British Columbia with three assistants in 1874, 288.  
 from Tête Jaune Cache to Fraser River, 288.  
 party: thirty-three and one hundred and twenty animals, 288.  
 supplies taken with them, 288.  
 engaged from June to October, 288.  
 none of witness's surveys in British Columbia on located line, 289.  
 north of Tête Jaune Cache and Smoky River Pass, 289.  
 organizes party, 289.  
 nearly starved to death, 289.  
 reached Edmonton end of March, 1875, 290.  
 Winnipeg, 23rd May, 290.  
 declined further Government service, 290.  
 cost of exploring in British Columbia and Lake Superior about the same per mile, prairie region cheaper, 293.

## FORREST, H. F.

assistant leveller on Mahood's party R, 345.  
 from North Thompson towards Chilcotin, 345.  
 description of, 346.  
 commenced operations in May, 1872, 346.  
 party: thirty, and sixteen mules and eighteen pack horses, 346.  
 supplies: R. McLellan responsible for, 347.  
 engaged until November, 347.  
 on plans in Ottawa during winter, 349.  
 probably forty miles covered by surveys, 347.  
 line practicable but not favourable, 348.  
 joined Carre's party, 1873, 348.  
 from Nipigon River to Sturgeon Lake, 348.  
 supply: system of, 349.  
 engaged on plans in Ottawa during winter, 349.  
 from Winnipeg to Selkirk, 354.  
 party: about fifteen, 354.  
 finished September, 1875, 354  
 present located line not on these surveys, 354.

## MOBERLY, W.

in charge of parties S and T, British Columbia, 400.  
 consisted of twenty-two to twenty-four each, exclusive of packers, 401.  
 party S: eighty or ninety animals in train, 401.  
 afterwards bought more, 401.  
 reached Wild Horse Creek, September, 1871, 403.  
 to go to Howse Pass, 404.  
 expense of wintering \$57,000, 407.  
 instructed in 1872 to abandon Howse Pass and proceed to Yellow Head Pass, 410.  
 discharged in October or November, 415.  
 engaged during 1872 in cutting trail through Athabaska Pass to Yellow Head Pass, 415.  
 according to telegraphic instructions from Chief Engineer, 416.  
 remonstrated and recommended a different course, 417.  
 endorsed by Lieut.-Governor Trutch, 417.  
 an able Engineer, 418.  
 loss in consequence (estimated) \$60,000, 418.  
 and McCord trail party (1872-73), 419.  
 consisted with party S of forty or forty-five men and two hundred and fifty animals, 419.  
 reasons for so many animals, 420.  
 from Kettle River to Edmonton, 420.  
 found Howse Pass grades heavier than expected, 422.  
 contradictory instructions, 423.  
 concluded that Yellow Head Pass was preferable to Howse Pass in 1873, 424.  
 wintered in 1872 near Jasper House, 424.

**ENGINEERING—continued.****SURVEYS—continued.****EXPLORATORY—continued.****MOBERLY, W.—continued.****party S—continued.**

Tête Jaune Cache surveyed in 1873, 424.  
 easterly to Root River, 424.  
 completed about August, 424.  
 then westerly to Moose Lake, 424.  
 then carefully located line to Tête Jaune Cache, 424.  
 returned to Victoria, 424.

**party T: at Eagle Pass, 408.**

consisted of twenty-two, 408.

no animals or packers, 408.

trial location from Eagle Pass to Big Eddy, 408.

engaged four months, 409.

found good railway route, 410.

delay of North Thompson trail party by action of, 413.

spent six weeks hunting for trail party, 413.

loss \$80 per day, 413.

a year lost in consequence, 414.

reached Moose Lake September 18th, 414.

misconduct of party caused loss of \$50,000 to \$60,000, 415.

supplies: arrangements for, 402.

purchased by witness, 408.

depot in Eagle Pass, 408.

difficulty in transporting, 409.

cost 80 cts. per lb., 409.

left half way on survey in charge of one Indian, 409.

has never seen them since, 410.

attempt to recover, 410.

does not know the result, 410.

loss about \$7,000, 410.

misadventure as to, 411.

transferred to Hudson Bay Co. at Lake St. Anne, 424.

animals transferred to Government Agent at Kamloops, 425.

returned to Ottawa, 425.

remained a year and a-half, 425.

accounts overhauled, 425.

leaves Government service, 426.

reported Athabaska Pass not feasible, 427.

afterwards MacLeod failed to find a pass, 427.

feasibility of Howse Pass discoverable by an engineer passing over it, 429.

instructions from Fleming verbal, 429.

elaborated and printed, 429.

smaller party might have answered, 429.

as to unnecessarily heavy survey parties in British Columbia, 431.

**RYAN, J.**

chain man on party K, 488.

no evidence of any moment, 488.

**KIRKPATRICK, W. W.**

connected with Pacific Railway since 1871, 519.

transit man under Armstrong, 519.

from Black River to Long Lake, 519.

party: forty-five, 519.

supplies: difficulties as to, 520.

progress retarded thereby, 521.

due to inefficient commissariat, 521.

track survey around end of Long Lake, 522.

party: ten men, 522.

completed early in March, 522.

returned to Ottawa, 523, 525.

left for Nipigon 1st July, 1872, 523.

from north-west of Lake Nipigon to Big Sturgeon Lake, 523.

party: thirty-five (L), 523.

supplies: difficulties as to, 524.

work less effective in consequence, 524.

preliminary with transit and level, 524.

work finished Christmas morning, 524.

returned to Ottawa, 525.



**ENGINEERING—continued.****SURVEYS—continued.****EXPLORATORY—continued.****KIRKPATRICK, W. W.—continued.**

- from Lake Helen to Long Lake (spring, 1873), 525.
  - preliminary, 525.
  - party: thirty-five, 525.
  - commissariat arrangements satisfactory, 525.
- returned to Ottawa in winter, 525, 537.
- on Fire Steel River (spring, 1874), 536.
  - engaged six weeks, 537.
- from Fort Frances to Sand Island River, then to Orangoutang Lake, then Wabigoon River to Wabigoon Lake, through Manitou and back to Fort Frances (1874), 537.
  - party: fourteen, 537.
  - distance: three to four hundred miles, 537.
- from Wabigoon east and west (1875), 537.
  - party: thirty to forty, 537.
  - finished in October, 538.

**ROWAN, J. H.**

- appointed to Pacific Railway May, 1871, 669.
- engaged until June collecting information, 669.
- sketched outline of plan for surveys, 669.
- in June left Ottawa with thirteen parties, 669.
  - each party covered seventy-five miles, 670.
  - plan of work described, 670.
  - reasons why instrumental survey was adopted, 671.
  - necessity for large parties, 672.
  - difficulties of a bare exploration, 675.
  - season's work described, 675.
  - no line found north of Lake Superior, 676.
- second season's (1872) operations, 677.
  - from Mattawa *via* Nipissing to Sturgeon River Valley, 677.
  - new line tried for, 677.
  - around Nipigon, thence westerly to Red River, 677.
    - thorough exploration, 677.
    - instrumental, 677.
- third season (1873) further operations, 677.
  - between Red River and Nipissing, 677.
  - parties engaged: eight, 677.
- fourth season (1874), 679.
  - from Rat Portage to Red River, 679.
  - re-survey, 679.
  - also north of Lake Manitoba, 679.
  - also north of present contracts 14 and 15, 679.
  - found impracticable, 680.
  - second survey of section 15 by Carre, 680.

**JENNINGS, W. T.**

- in charge of party in British Columbia (1875), 753.
  - from Chilanco River to Blackwater River, 754.
  - trial location, 754.
  - party: seventeen, 753.
    - increased to twenty-five in Victoria, 754.
  - engaged from June to October, 754.
  - one hundred miles, 754.
  - supplies: as to, 754.
  - feasible location for mountainous country, 755.
- in Victoria from November until January, 755.
- returned to Ottawa, 755.
- next season's (1876) operations, 755.
  - from Dean Inlet through Salmon River Valley, 755.
  - party: double, sixty, 756.
  - location and trial line simultaneously, 756.
  - fifty-two miles, 756.
  - work finished in September, 756.
- returned to Ottawa, 757.
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  - staff engaged in Ottawa, 757.
  - axe men in Victoria, 757.

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party: thirty-five, 757.  
 discharged September, 1877, 758.  
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**MURDOCH, W.**

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 party: thirty, 795.  
 supplies: purchase and distribution of, 795.  
 when first 100 miles finished all but nine of party sent home  
 796.  
 returned to Ottawa February, 1872, 796.  
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 party: nine, 797.  
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 he going to Ottawa, 798.  
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 Lake in 1873, 811.  
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**HOBERTZKY, C.**

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 Hay Lakes to Edmonton, 1240.  
 left Winnipeg 4th August, 1871, 1240.  
 south to Howse Pass, 1240.  
 from Edmonton to Jasper House, 1240.  
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## McLENNAN, R.

district engineer in Yellow Head Pass region (1871), 1513.  
 began at Kamloops, 1514.  
 party: thirty five, 1514.  
 all labourers except five, 1514.  
 sent back most at Cranberry Lake, 1518.  
 with reduced party proceeded to Yellow Head Pass, 1518.  
 about six, 1520.  
 fourteen left at Cranberry Lake to examine country, 1520.  
 thinks a large party was necessary, 1520.  
 examined pass in eight days, 1521.  
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## RUTTAN, H. N.

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prices not under engineer's control, 24.  
party engaged May, 1875, to December, 1876 ; making plans at  
Ottawa till May, 1877, 24.

## CARRE, H.

in charge of location on contracts Nos. 14 and 15, June, 1874, 129.  
party : over forty men, 129  
so engaged till January, 1875, 129.  
witness afterwards took soundings on Red River while party ran line  
from Shoal Lake to Selkirk, 129.  
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made it roughly on unprinted wall paper, 130.  
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party, 130.  
thinks profile made from it was correct, 130.  
not cross-sectioned or test-pitted, 130.  
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176.  
witness's survey only preliminary, 176.  
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Selkirk crossing : witness recommended half a mile south of Sugar  
Point, 177.  
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sand, 177.  
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Saskatchewan *via* Moose Hills, 294.  
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Selkirk, 297.  
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## FORREST, H. F.

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direction, 349.  
commenced Shoal Lake survey, January, 1875, 349.  
completed it following month, 349.  
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thinks about half was swamp, 350.  
timber quite small on remainder, 350.  
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350.  
party : thirty-six, 351.  
engaged from middle of February to 26th March and returned to  
Winnipeg 26th April, 351.  
ran about seventy miles, 351.  
made plans of track survey till June, 351.  
location of contract No. 14, 351.  
placed under Thompson, 351.  
witness's line adopted as final location, 351.  
engaged till middle of June, 1875, 352.  
made no estimate of quantities, 353.  
thinks those furnished to tenderers were made up the year  
before on another projected line, 353.

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- from station 1660 to station 2075 on Carre's south line of contract No. 15, 335.
- ran trial line, 355.
- country very swampy, 355.
- eastern half about same as located line on contract No. 14, 356
- escaped Julius Muskeg, 356.
- completed March, 1876, 356.
- from station 2616 on section 14 to Cross Lake, 357.
- instructed to locate finally, 357.
- completed about August, 357.
- no cross-sectioning and no quantities taken out, 357.
- witness's location adopted, 357.
- westerly from junction of contracts Nos. 14 and 15, 363.
- ran a line about three and a-half miles, 363.
- no great improvement on located line, 364.

**FELLOWES, G. R. L.**

- employed since spring of 1874, 365.
- from Rat Portage to Brokenhead River, 365.
- from Shoal Lake to Red River (1875), 365.
- transit man on Carre's southern survey (1875), 366.
- has formed no opinion thereon, 367.
- except that southern line, if adopted in place of section 15, would have been considerably cheaper, 367.
- engineer in charge makes occasional tests of subordinates' calculations, 368.
- held responsible for their accuracy, 363.
- Carre thought southerly line cheaper, 369.
- short branch at Cross Lake to Clearwater Bay, 370.
- from zero on section 15 to station 290 (June, 1876), 370.
- ordered to improve line, 370.
- four degree curves the maximum, 371.
- no data on which to calculate quantities till November, 1876, 372.
- explains process of taking and recording levels, 374.

**KIRKPATRICK, W. W.**

- from Wabigoon eastward to Wabigoon River (1875), 538.
- received instructions while preparing for Fort Frances survey in October, 5 8.
- engaged till March, 1876, 538
- party: from thirty to forty, 5 8.
- supplies: failure as to, 538.
- snowshoes and toboggans made by party, 539.
- sub-section 2 of contract No. 15, nine miles (May, 1876), 539.
- assistant engineer in charge, 529.
- cross-sectioned from station 480 to station 950, 540.
- tenders asked for before these data were available, 541.
- not called on for profile till after February, 1877, 541.

**ROWAN, J. H.**

- advocated going direct to mouth of Nipigon, 678.
- thinks route by Narrows decided on in 1874 or spring of 1875, 679.
- from Rat Portage to Red River, 679.
- began actual location at Rat Portage end, 679.
- contract No. 5, location commenced during 1874, 630.
- route north of Lake Manitoba, witness's report on, 687.
- how survey came to be made, 687.
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- explains three sets of tenders called for, 713.
- third set let upon plan of centre line, 713.
- approximate quantities impossible without cross-sections, 714.
- may have been reasons for letting contract other than engineering ones, 714.
- probably visited section 15 twenty-five or thirty times, 745.
- more frequent visits desirable, 745.

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- appointed engineer in charge of contract No. 15, May, 1876, 132.
- original location line of 1874 adopted, 132.

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- had four assistants, who took measurements of cross-sections, 133.
- for correctness of which they were responsible, 133.
- thinks final returns were correct, 134.
- cross-sections completed in March, 1877, 134.
- tenders asked for about time cross-sections were commenced, 134.
- quantities not calculated from cross-sections till 1878, 134.
- changes in grade and allignment increased rock cuttings and earth excavations, 135
- without specific data, tenders necessarily speculative, 138.
- accurate quantities conducive to economy, 138.
- a southerly route would have saved \$275,000, 140.
- reported strongly to Rowan in favour of a southern line, 142.
- construction of section 14 commenced before southerly line was located, 149.
- had heard that \$65,000 worth of work would have to be abandoned, 149.
- net saving say \$200,000, 150.
- does not think abandonment necessary, 150.
- cheaper line could have been had from Falcon Lake to Red River, 152
- cross-sections necessary to accurate calculations, 154.
- quantities calculated from cross-sections, January, 1878, 154.
- after lowering grade two feet, 151.
- rock-cutting increased by lowering grade 113,200 yards, 151.
- earth excavations increased 224,000 yards, 155.
- line thereby improved, 155.
- increase in cost due to abandonment of trestle work for earth embankments, 156.
- deep fillings in water stretches, 161.
- Cross Lake probably requires 222,000 yards, cost \$82,000, 161.
- trestle work probably \$17,500, 161.
- if filled according to original specification, full rock base and trestle \$345,832, 162.
- as actually executed, \$142,500, 162.
- trestle work cheaper in heavy land voids, 163.
- instructions from superior officer, 164.
- refused contractors certain information, and why, 164.
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- change of grade in the meantime, 165
- determined in Ottawa four months after contract commenced, 166.
- solid rock bases found impracticable, 166.
- protection walls proposed by witness, 166.
- approved by Rowan, October, 1877, 166.
- temporarily approved in August, 167.
- instructed to substitute earth for trestle wherever possible in summer of 1877, 168.
- ordered by Rowan not to touch a stake, 169
- Rowan's inspection of line described, 170.
- witness's suggestions ignored at Ottawa though supported by Rowan, 171.
- since carried out by Schreiber, 171.
- engaged on construction of section 15 four years, 171.
- in June, 1880, Haney made superintendent, 171.
- Rowan's letter permitting earth borrowing produced, 172.
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**FORREST, H. F.**

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engaged from November, 1875, to January or February, 1876, when he returned to Winnipeg, 355.

returned to contract No. 14 in August, 357.

supervising construction till October, 1877, 357.

transferred to sub-section 6, 357.

to revise last mile and a-half at east end of contract No. 14, 357.

up to that time grades of section 15 not fixed, 357.

quantity calculated for filling last embankment, 29,000 yards, 358.

actually put in, 51,000 yards, 358.

difference due to sliding material in bank, 358.

which raised up swampy bottom towards lake, a distance of 400 feet, 358.

excess in quantity disappeared below surface, 358.

fill at station 4010, 359.

crossing a bay of Cross Lake, 359.

quantity estimated, 114,400 yards, 360.

as executed, 175,800 yards, 360.

excess due to same causes, 360.

no boring tools used, 361.

did not ask for larger tools, 331.

height of embankment about fifty feet, 361.

fill at Cross Lake, section 15, 361.

quantity estimated, 180,000 yards, 362.

used at present by witness's estimate, 215,000 yards, 362.

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notwithstanding rock protection walls, 362.

**FELLOWES, G. R. L.**

from zero to station 290 on contract No. 15, 375.

began staking out ground and laying out work for contractor, June, 1877, 375.

not continuously employed, 376.

constant supervision necessary, 377.

character of information desired by contractors, 378.

usually furnished to contractors' engineer, 379.

changes of grade after contract No. 15 was let, 380.

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increased rock cuttings, 380.

of location had opposite effect, 380.

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**KIRKPATRICK, W. W.**

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filling gave way; rock protection walls of no avail, 543.

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**MOLESWORTH, A. N.**

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progress made when witness arrived, 588.

in charge of thirteen miles eastward from Red River, 589.

no delays after witness went there, 589.

from Whitemouth eastward cross-sections required in shorter intervals than 500 feet, 591.

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Julius Muskeg ditch, 593.

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CADDY, J. S.

- engineer in charge of contracts Nos. 25 and 41 since May, 1879, 642.
- staff: three division engineers and fourteen assistants, 643.
- goes over the line every month, 643.
- trains now run 150 miles, 643.
- on contract No. 25, road-bed not completed when he took charge, 649
- great deal of muskeg, 649.
- not now up to full width of road-bed or to grade, 650.
- on contract No. 41, when he took charge, work staked out, centre-lined, cross-sectioned and bench-marked, 650.
- contractors not delayed, 651.
- character of country changeable, 651.
- quantities much reduced and line shortened since letting contract, 651.
- saving from \$400,000 to \$500,000, 652.
- reflections on previous location, 652.
- about one-third rock and muskeg, 653.
- fourteen hundred men employed 653.
- character of work satisfactory, 653.
- disputes with contractors, 654.

ROWAN, J. H.

- from Rat Portage to Fort Pelly, 689.
- appointed engineer in charge in June, 1875, 689.
- had partial supervision of telegraph construction, 690.
- telegraph located on preliminary survey, 690.
- plans and trial locations of section 14 sent to Ottawa, 1874-75, 693.
- approximate profile and quantities made, 693.
- about two-fifteenths of section required cross-sectioning, 694.
- muskegs: depth not known, 695.
- deviations caused work to be largely in excess of estimates, 695.
- Julius Muskeg, 698.
- contractor no ground for claim, 699.
- nineteen feet deep instead of three or four as estimated, 701.
- no boring tools used, 701.
- muskeg material makes good road-bed, 701.
- contractor on contract No. 15 not justified in complaining that information was withheld, 715.
- witness ordered from Ottawa what to communicate and what not, 715.
- plenty of earth discovered, 716.
- some truth in Whitehead's statement as to trestles being impracticable, 716.
- change to embankment advantageous, 716.
- reasons for statement, 716.

JENNINGS, W. T.

- in charge of section 42, May, 1879, 759.
- had detailed data as to quantities, 759.
- contractors not delayed, 759.
- changes: grade improved, 760.
- rock cuttings reduced, 760.
- earth reduced, 760.
- all except one approved by Schreiber, 761.
- iron pipe culverts dispensed with, 761.
- bridge masonry reduced 50 per cent., 762.
- Manning's estimate an exaggeration, 762.
- piling increased, but timber in trestles not much in excess, 763.
- section will cost \$1,500,000 less than estimate, 765.
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- exhaustive borings made, 766.
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JARVIS, E. W.

- presents report of inspection of contracts Nos. 14 and 15, made at request of Commissioners, 772.

SMITH, M.

- examined contract No. 13 and part of contract No. 25 in 1877, 1588.
- contract No. 13 nearly complete, 1589.



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 out, 1589.  
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 as to witness's opinion of the advisability of purchasing at that time, 1622.  
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## BURPE, T. R.

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## BRAUN, F.

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## MACKENZIE, HON. A.

Fleming recommended purchase of as large a lot as possible as soon as possible, 1794.  
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 no public competition in respect to contract No. 11, 1802.  
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**SUTTON & THOMPSON :**

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