

IN WITNESS WHEREOF, "The Temiscouata Railway Company" have caused their corporate seal to be affixed hereto and these presents to be signed by the president and by the secretary of the said company, and the said Minister of Railways and Canals hath hereunto set his hand and caused the same to be sealed and countersigned by the secretary of the Department of Railways and Canals.

Signed by the President and by the Secretary
of the said company, the corporate seal
of the company having been hereto
affixed, in the presence of

E. S. CREAM.

A. K. McDONALD,
President.
E. D. BOSWELL,
Secretary.

Signed and sealed by the Minister and by the
Secretary of the Department of Railways
and Canals, in the presence of

H A. FISSIAULT.

J. H. POPE,
Minister of R. and C.
A. P. BRADLEY,
Secretary.

Exhibit "JS" 2, for the Crown ; filed 22nd September, 1892.

G. HAMEL,
Clerk, R. C.

ON THIS DAY, the tenth of July, one thousand eight hundred and eighty-three.

Before Cy. Tessier, the undersigned, notary public for the province of Quebec, Dominion of Canada, residing in the city of Quebec, personally came and appeared,

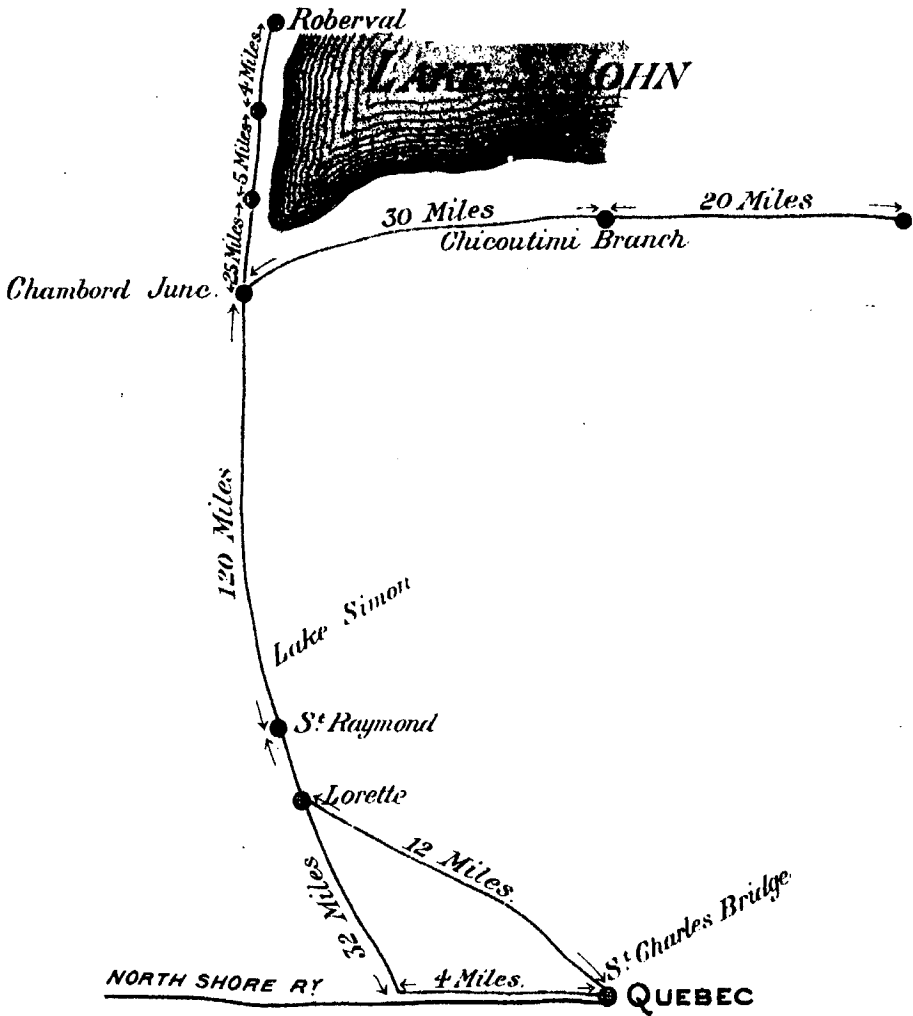
"The Quebec and Lake St. John Railway Lumbering and Trading Company," duly incorporated and having its principal place of business at the city of Quebec, represented in this deed by "William Withall," of the said city of Quebec, Esq., merchant, president, and "James Guthrie Scott" of the same place, Esq., secretary of the said company, hereunto present and specially authorized for all and every the purposes of this deed by a resolution of the shareholders of the company at a general meeting held at the office of the company, on this tenth July, one thousand eight hundred and eighty-three, herein called "The Company" of the first part ;

AND HORACE JANSEN BEEMER, of the city of Montreal, Esq., contractor, herein called "the contractor," who, hereby, for the purposes hereof makes election of domicile irrevocable at the city of Quebec, in the office of the undersigned notary, until he establishes an office in this city, of which the company shall be duly notified, which office when duly made known to the company shall be irrevocable domicile of the contractor for the purposes hereof, of the second part.

WHICH SAID PARTIES have declared, covenanted and agreed as follows, that is to say :—

Clause 1st.—The said contractor doth by these presents bind and oblige himself to and in favour of the said company, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find and fur-

EXHIBIT J.S.I.



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nish all necessary right of way, station grounds, tools, plant, implements and materials whatsoever, and to construct, build, complete, equip and finish in every respect to the satisfaction of the company and of the engineers, that part or portion of the "Quebec and Lake St. John Railway" which extends from Lake Simon to the Lake St. John, a distance of one hundred and thirty-five miles or thereabouts, together with telegraph lines, station buildings, work shops, rolling-stock and all other appurtenances as more fully detailed in the specification annexed. The whole in the most substantial and workman-like manner, and upon the terms and conditions of this present contract, and in accordance with the "supplementary conditions of contract" and the two specifications which are annexed to the original hereof and signed by the parties and by the said notary *ne varietur*—all which documents as well as the schedule of prices which is also annexed and signed as above, shall be considered as making one with this deed and shall be taken as together forming the contract.

Clause 2nd.—Now, these presents and I, the said notary, are witness that this contract and undertaking is entered into by the said parties under the following express terms and conditions, viz :—

Clause 3rd.—For the better interpretation of the different clauses of this contract, it is understood between the parties that the words "The Railway Company" shall mean "The Quebec and Lake Saint John Railway Company." The words "first section" shall mean that portion of the railway now completed and extending from its junction with the North Shore Railway at about four miles from Quebec to the River Ste. Anne, in the parish of St. Raymond, being about thirty-two miles. The words "second section" shall mean that portion of the same railway now in course of construction, and extending from the south side of the River Ste. Anne to Lake Simon, being about ten miles, including the bridge on the River Ste. Anne. The words "third section" will mean that portion of the railway to be built, extending from Lake Simon to the foot of the Island of Lake Edward, a distance of about thirty-five miles. The words "fourth section" will mean that portion of the railway to be built, extending from the foot of the Island of Lake Edward to the terminus at Lake St. John, a distance of about one hundred miles. The words "the engineers" will mean the engineer of the company, the Federal Government engineer and the Provincial Government engineer, the engineer or superintendent of public works of the city of Quebec, for the time being, or their successors in office, and A. L. Light, engineer, who is hereby appointed, by the parties, consulting engineer.

Clause 4th.—All the work to be done and the materials to be furnished under this contract shall be done under the direction of the company's engineer, and subject to the approval of the other engineers above mentioned.

Clause 5th.—And whereas, the company and its directors have expended time, labour and money for the building of the said "Quebec and Lake Saint John Railway" to an amount which, by mutual consent is put down at (\$450,000) four hundred and fifty thousand dollars, one of the conditions of this contract is, that the company shall be paid and refunded to the extent of said sum of four hundred and fifty thousand dollars by the contractor, as follows :—(\$200,000) two hundred thousand dollars out of the first moneys derived from the first sale of bonds to be issued on the first and second sections above described, but in any case not later than in two years from this date; (\$125,000) one hundred and twenty-five thousand dollars out of the proceeds of the first sale of bonds to be issued on the first forty miles beyond Lake

Simon, and the balance of (\$125,000) one hundred and twenty-five thousand dollars out of the proceeds of the first sale of bonds to be issued on the next following forty miles, and until the first of the above instalments (that of (\$200,000) two hundred thousand dollars) be paid, a sum equal to five per cent. shall be retained off every progress estimate hereinafter mentioned, which five per cent. will be remitted to the contractor as soon as such instalment is paid.

Clause 6th.—The above two last payments of one hundred and twenty-five thousand dollars each, to be, at any rate, paid before the first December, one thousand eight hundred and eighty-six. The whole four hundred and fifty thousand dollars, with interest from this day, at the rate of seven per cent. payable semi-annually, the first payment whereof shall therefore be made at the office of the company in Quebec on the 10th of January next (1884).

Clause 7th.—In addition to the above, the contractor shall pay after this day to each of the directors of said company, a sum of (\$5) five dollars for each and every sitting of their Board at which such director will have been present, and he shall also retain at their present rate of remuneration, from the day he will take possession of the first section of the road, the services of the employees of the said company engaged in working the railway until the completion of their engagements, and afterwards as long as they do their duty properly, besides all which the contractor will pay to the company in and by equal monthly instalments, an annual sum of (\$11,000) eleven thousand dollars from this day until the completion of this contract and as long as the whole undertaking is not finally accepted by the engineers, to defray office expenses and engineering staff of the company, as detailed in the list or memorandum (Schedule C) annexed to the original of this contract, and which has been signed by the said parties and notary *ne varietur*. It being understood that as the said list or memorandum provides for the salary of only one draughtsman as help to the chief engineer, any additional assistance required by the engineer in the performance of his duties, either in making measurements for progress estimates or otherwise, shall be furnished by the contractor.

Clause 8th.—The contractor binds and obliges himself to commence the work of construction immediately, and to continue the same with a sufficient number of men and a sufficient quantity of materials, so as to complete and finish in every respect said road and accessories contracted for by and in virtue of the present deed, namely: The third section on or before the first December, one thousand eight hundred and eighty-five; and the fourth section on or before the first December, one thousand eight hundred and eighty-six; the whole in such a manner as to secure the acceptance of the work by the engineers, not later than at the respective dates above mentioned.

Clause 9th.—On the first December, one thousand eight hundred and eighty-six, or at any previous date at which the works undertaken by the present contract shall have been completed and accepted, the whole and entire road, with equipment, rolling stock and everything connected therewith, shall be put into the exclusive possession of the company, without the execution of any deed or instrument in that behalf being necessary.

Clause 10th.—And until such date, *i. e.*, until the first December, eighteen hundred and eighty-six, or sooner, as above provided, or until a subsequent date in the event of the company granting additional time for the fulfilment of this contract, the contractor will fulfil exactly and faithfully all the obligations of the company or of the "Quebec and Lake St. John Railway

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Company," incumbent upon them by the Railway Act or by any other existing law.

Clause 11th.—And it is further agreed by and between the said parties, in addition to the above, that the said H. J. Beemer, party of the second part, substitutes himself to the said company, party of the first part, with regard to all its obligations towards Messrs. McCarron & Cameron, the builders of the second section of said road, as per deed before Cy. Tessier, Notary, the nineteenth of July, last year (1882), save only and respects the payment to the said McCarron & Cameron of the deposit and drawback now in the hands of the said company as security for the fulfilment of the said contract, amounting to (\$770.06) six thousand seven hundred and seventy dollars and six cents; he, the said H. J. Beemer, binding himself to have this section of road or line completed by the said "McCarron & Cameron," according to the conditions of their said contract, or in their default to complete the same himself not later than the fifteenth September next.

Clause 12th.—In the event of the consulting engineer thinking it advisable, the said last mentioned contract shall be modified by the raising, when required, of the bridge on the Ste. Anne River, as he, the consulting engineer may direct, the additional expenditure arising therefrom to be borne by the said H. J. Beemer.

Clause 13th.—The unpaid subsidies granted by the Federal Government and by the corporation of the city of Quebec, on this second section of the road to be drawn to the extent of twenty thousand dollars only by the said H. J. Beemer, to whom the company does make all assignment and transfer which may be needed in that behalf; the balance of such subsidy to be disposed of as follows:—Fifteen thousand dollars shall be retained by the company, and shall be placed by them to the credit of the contractor against the first six months interest on the four hundred and fifty thousand dollars payable by him, and the remainder shall be placed in the hands of the trustees to be used in payment of progress estimates, as described in clause thirty-third, upon the work beyond Lake Simon, and for the raising of the Ste. Anne bridge.

Clause 14th.—The said H. J. Beemer undertakes to have the engine and eight cars, presently in use by Messrs. McCarron & Cameron, returned to the company on the fifteenth September next, date at which the latter's contract should be completed.

Clause 15th.—The laying out and final location of the line of the railway hereby contracted shall be made by competent engineers appointed by the contractor, and acting under written instructions from the said A. L. Light, Esq., consulting engineer, and to be entirely subject to his and the engineer's approval, but the extreme terminal point at Lake St. John shall be indicated by the company themselves, provided the contractor be not bound to build beyond one hundred and seventy-five miles from the junction with the North Shore Road, unless the present subsidies be increased to cover the excess of distance. Gradients and curvature not to be inferior to those shown on the plan and profile of the said railway, deposited with the Government of the province of Quebec in eighteen hundred and eighty, which plan and profile have been approved by the said A. L. Light.

Clause 16th.—And the said gradients and curvature to be even improved when and where it can be done without increasing the cost as indicated by the original profile.

Clause 17th.—In the event of the Federal Government increasing their subsidy to the said railway, so as to include the first section of the same, then the contractor shall be bound to build an independent line into the city terminus at Quebec, from the present junction, or if the provincial subsidies in cash and land are also increased so as to cover one hundred and seventy-five miles instead of one hundred and seventy miles, then the said line shall be built by the contractor through the village of St. Ambroise into the city terminus, he paying (as for the third and fourth sections) land damages and right of way through all intervening property in either case; the location of the city terminus being selected by the company to whose approval the location of the new lines mentioned in this clause shall be subject.

Clause 18th.—In the present contract are comprised the laying-out, filling-in and completing with extra tracks, if required by the company or the engineers, any property the company may acquire or have in the city of Quebec for the purposes of the said railway for a terminus and station grounds, the whole to the satisfaction of the engineers. The ground for the station or terminus in Quebec being the only ground which will be at the charge of the company.

Clause 19th.—It is hereby expressly understood that the contractor must be extremely careful and take all necessary precautions to avoid fires in the bush, the timber being one of the main resources of the railway, and the clearing and burning rendered necessary for the purposes of this contract should be done as much as possible during the winter season, and the contractor shall alone be responsible for any damage caused by any of his operations connected with the building of the said railway.

Clause 20th.—Should any disagreement or dispute arise between the contractor and the company or its engineers, the matter will be referred to the consulting engineer, whose decision will be final.

Clause 21st.—And whereas the contractor undertakes to complete the whole of this present contract on or before the said first day of December, eighteen hundred and eighty-six, the company shall have and hereby retain the right to cancel the present contract at any time if it becomes evident by a report from the consulting engineer that a *pro rata* progress is not being made, without the company waiving, by reason of such action, any right against the contractor for damages arising from non-fulfilment of contract; this same right or privilege of cancelling the contract is hereby retained by the company and may be exercised by it on advice of the consulting engineer, in the event of the contractor failing to comply with any of the obligations contained in clause fifty, sixth, eighth, tenth and thirty-seventh, or if he, the contractor, does not strictly comply with the report of the consulting engineer or the order of the company when made and given under clause thirty-eighth, or again if he does not deliver, as agreed upon by clause fiftieth, all the plant or tools therein mentioned, or if he does not comply with the directions of the consulting engineer with regard to the things mentioned in 47th clause; the whole without the company waiving by reason of such action any right against the contractor for damages as above.

Clause 22nd.—And in the event of this contract being cancelled by reason of any of the disposition thereof, it shall be the duty of the trustees to refund or hold subject to the order of the company any money or securities held by them in consequence of this contract.

Clause 23rd.—The contractor further undertakes to do within the term of two years from this date, the additional work required on the second section

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of the railway now under contract to Messrs. McCarron & Cameron, in order to render the same fully equal, as to the width of the road-bed and in every other respect, to the remainder of the railway in accordance with the specification.

Clause 24th.—In case the said A. L. Light, the present consulting engineer, should die, or leave the position or be unable to act, his successor shall be mutually agreed upon, or in default thereof, he shall be named by Mr. Walter Shanly or some engineer of equal standing to be selected by the then Minister of Railways for the Dominion of Canada.

Clause 25th.—The contractor shall not have the right of transferring the present contract neither in whole or in part save and except with regard to minor jobs or the furnishing of materials.

Clause 26th.—Twenty platform cars, out of the two hundred mentioned in the specification, will have to be delivered on or before the fifteenth day of August next to the Company, who will have the exclusive use of them until the contractor is given the possession of the road.

Clause 27th.—In consideration of the said contractor undertaking the aforesaid engagements according to the true intent of the present contract, the said company hereby consent to assign, transfer and make over to him and do undertake to give and procure to him—

FIRSTLY.

Clause 28th.—The whole of the unpaid subsidies, in their present shape, now and hereafter, to be acquired by the company, *i. e.* Five thousand dollars per mile from the Provincial Government on one hundred and seventy miles, and three thousand two hundred dollars per mile from the Dominion Government on one hundred and forty miles—and four hundred and fifty thousand dollars of stock subscription from the city of Quebec, and the land grant from the Provincial Government of five thousand acres per mile on one hundred and seventy miles, or, at the option of the contractor, the equivalent thereof in money, if obtainable from the Government, and as may be agreed upon with the latter—less the following which have been drawn by the company against the above, that is.

1st. One hundred thousand dollars from the city of Quebec.

2nd. Two hundred and fourteen thousand and seventy-five dollars from the Provincial Government of Quebec.

3rd. Forty-eight thousand one hundred and twenty-one dollars (\$48,121) received from the province of Quebec by the Quebec and Gosford Railway Company and,

4th. The sum of six thousand five hundred and sixty-eight dollars and thirty cents and interest due to the Federal Government for duty on materials imported, which sum is to be deducted from the subsidy granted by said Federal Government, the Company undertaking to use every diligence and their influence for the purpose of procuring the payment of all unpaid subsidies and also to assist inasmuch as in their power lies, and as prudence will allow, in the pledging of subsidies to banks or otherwise, as security for advances. The subsidies to be thus pledged subject to the conditions on which they are voted. The amounts thus obtained or advances to be held in trust and paid to the contractor upon progress estimates in the same manner as the proceeds of the bonds as specified in clauses thirty-first, thirty-second, thirty-third and fifty-first of this contract, the proceeds of both subsidies and bonds to be considered as one fund for the purpose. No subsidies to be pledged for advances at any one time for a greater mileage than forty miles.

Clause 29.—The Company further undertake to use every diligence and effort in their power to procure additional Government and Municipal subscriptions or subsidies for the benefit of the contractor and to do all and everything to that end in as energetic a manner as though the company were building the road and more especially to endeavour to procure the following:—

1st. The extension of the Dominion subsidy of three thousand two hundred dollars per mile to the first thirty miles of the road.

2nd. The Provincial subsidies (both cash and land) to cover one hundred and seventy-five miles instead of one hundred and seventy miles.

3rd. The cancellation of the Provincial Government claim of forty-eight thousand one hundred and twenty-one dollars paid to the Quebec and Gosford Railway Company.

4th. The obtaining of the one hundred thousand dollars municipal subsidy from the municipalities around the Lake St. John. On the completion and acceptance by the engineers of each section of ten miles, the subsidies and subscriptions relating thereto shall be paid to the contractor, less any part or portion which he may have received or which may have been pledged for advances.

SECONDLY.

Clause 30th.—The first mortgage bonds of the railway company bearing first lien or hypothec on the road and its appurtenances, to be issued in accordance with the terms of its amended charter and of the railway acts of the province or of the Dominion, as may be lawful, to the extent of twenty thousand dollars per mile on the whole length of the line from Quebec (or from the junction with the North Shore Railway, if a line into the city of Quebec be not constructed) to the terminus at Lake St. John. The nature of the bond, viz; whether payable in currency or in sterling, the number of years to run (not less than twenty nor more than thirty) and the rate of interest, not exceeding five per cent per annum (unless by consent of the company) to be hereafter determined by the contractor. It being understood and agreed that the contractor shall, at his own expense, cause the interest upon the said bonds to be guaranteed and paid by the Government of the province of Quebec, in the manner provided by sections 1, 2 and 3 of the Act 39 Vic., chap. 3, and sections seven and eight of the Act 40 Vic., chap. 3, or in some other manner to be hereafter mutually agreed upon, to the extent of the full value of the equivalent of the cash subsidy of the province of Quebec of five thousand dollars per mile on one hundred and seventy miles and of the subsidy of the Dominion of Canada, of three thousand two hundred dollars per mile on one hundred and forty-five miles, amounting in all to the sum of one million three hundred and fourteen thousand dollars; so that no interest will be payable by the company on the bonds, after the completion of the railway until the said guarantee shall have expired.

The bonds to be issued under this contract shall be treated as follows:—

Clause 31st.—1st, it is agreed that when the bonds representing the mileage, at twenty thousand dollars per mile of the first and second sections are or are about to be negotiated, they shall be deposited in the "Bank of Montreal," the "Quebec Bank," or in the hands of "other trustees" to be mutually agreed upon, and shall be handed to the purchasers by the said trustee or trustees in exchange for the sum of money agreed to be paid for them; and out of the said sum of money or proceeds shall be paid, firstly—the amount necessary to provide for the guarantee of interest as before

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specified, to the extent of eight thousand two hundred dollars per mile on the completed mileage of the first and second sections, and secondly—the sum of two hundred thousand dollars, being the first instalment payable to the company under this contract, and the balance shall remain in the bank and shall be payable upon the order of the company to the contractor on monthly progress estimates, upon the certificates of the company's engineer, for work done beyond Lake Simon.

Clause 32nd.—2nd. Until the bonds are negotiated an amount thereof representing the mileage of the first and second sections as above shall be retained by the company until the completion of this contract.

Clause 33rd.—3rd. The remaining bonds to be issued under this contract shall, from time to time, as may be necessary, be deposited with trustees as above specified and paid to the contractor as follows :—

FIRSTLY.

In the event of their being negotiated the proceeds received in exchange for the bonds shall be kept in the bank by the trustees and shall be paid to the contractor upon the order of the company upon monthly progress estimates for work done, upon the certificates of the company's engineer. Provided that in no case shall the contractor thereby obtain a larger share of remuneration for any ten miles of road to be constructed by him than the proportion accruing and available thereto, according to the terms of this contract out of the considerations therein given to the contractor for the building of the road, it being always understood that none of the bonds shall be sold at a less price than will meet a sufficient sum, in the opinion of the consulting engineer, together with the subsidies to complete and equip the railway and to insure the fulfilment of all the other conditions of this contract. After the payment to the contractor of the progress estimates and other payments to be made him under this contract, any interest accruing upon deposits of advances on subsidies or proceeds of debentures negotiated to be for the benefit of the company, less the interest on the contractor's drawback.

SECONDLY.

Until the bonds are negotiated they shall be made available to the contractor as follows :—Eight thousand dollars per mile upon each mile beyond Lake Simon received and accepted by the engineers, the remaining twelve thousand dollars per mile to be placed in the hands of the trustees and by them retained until the subsidies to be used to guarantee the interest on the whole issue of twenty thousand dollars per mile shall have been liberated and applied for that purpose. It being expressly agreed and declared that the bonds for eight thousand dollars per mile shall be disposed of to the satisfaction of the company ; that no difficulty will be experienced in getting them back when required for the purpose of guaranteeing the interest thereon ; and until that time the contractor agrees to pay all interest that may accrue on the whole issue and return the interest coupons to the company.

THIRDLY.

Clause 34th.—The right of working and running the railway from Quebec outwards until the line is completed, to his, the contractor's sole benefit, subject to all expenses connected with the same.

Clause 35th.—Also subject (as regards that portion between Quebec and the Junction) to the rules and regulations of and any agreements made or to

be made with the North Shore Railway Company, the contractor paying the latter for all privileges received from them.

Clause 36th.—But until the first instalment of two hundred thousand dollars mentioned in the fiftieth and sixth clauses be totally paid, the above thirty-fifth clause shall not take effect, and the contractor shall not have possession of the completed sections of the road. And the company shall, moreover, have the right of using such portion of the other sections of the road which the contractor shall have built and which the company's engineer shall declare to be fit for use. However, in the meantime, but not beyond the limit of two years mentioned in the fifth clause, the company will carry, free from charge, freight and men employed for the purpose of this contract.

Clause 37th.—The line when taken possession of, to be operated during both summer and winter seasons by the contractor, with sufficient train service, and in every other respect in an efficient manner, satisfactory both to the public and to the company.

Clause 38th.—And should the company not be satisfied as to the sufficiency of train accommodation afforded to the public by the contractor, they may, upon a report to that effect by the consulting engineer, order the contractor to put on additional trains or cars as may be recommended by him; the consulting engineer, who shall state under what delay such additional trains or cars shall be placed, and for each and every day of delay in complying fully with such report or order, a sum or penalty of one hundred dollars shall be chargeable to the contractor and be deducted from the amount of the then next progress estimate.

Clause 39th.—The freight and passenger tariff to be adopted by the contractor shall be subject to the approval of the company, and all freight contracts made or to be made during their operation of the road by the company, shall be carried out by the contractor from the day he will take possession of the road.

FOURTHLY.

Clause 40th.—The rights, powers and privileges which are and may hereafter be granted by the law to the company for the purposes of the said railway, inasmuch as such rights, powers and privileges may be thus transferred.

It is hereby further specially agreed and understood that:—

Clause 41st. 1st. The contractor shall pay the semi-annual interest on the bonds issued in virtue of the by-law adopted by the Corporation of the city of Quebec on the 9th February last, subscribing three hundred and fifty thousand dollars to the capital stock of the railway and as stipulated in said by-law, a copy of which is attached to the original hereof:—This payment of interest during the progress of the work shall be made to the Corporation of Quebec, and on the completion of the road the contractor shall pay the amount of two years' interest at four and one-half per cent. per annum upon the said subscription to the company, who are bound by said by-law to pay such interest during two years from the completion of the road.

Clause 42nd. 2nd. As the company are giving to the contractor all the subsidies, mortgages and other means by which the road is to be built, this contract shall embrace, and the contractor shall be bound to furnish, without extra charge, everything necessary for the entire completion of the railway and its thorough equipment with everything required by a railway for its proper working and maintenance, to the satisfaction and acceptance of A. L. Light, consulting engineer, whether the same be specified in the contract or

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not. It is therefore also distinctly understood that under no circumstances and for no cause, will any claim for extras of any kind be made by the contractor or be entertained by the company, and the contractor shall allow the company to keep in hands out of the subsidies yet to be drawn on the second section, the sum of (\$2,342.50) two thousand three hundred and forty-two dollars and fifty cents, for the execution of certain repairs required to ensure the safety of the first section of the railway as per engineer's estimate attached to the original hereof and marked "Schedule B" and until the date of the taking possession of this section, he shall be bound to do any repairs required for the safe working of the line, except such as may reasonably be done by the section men employed on the road by the company.

Clause 43rd.—3rd. Nothing in this contract shall be interpreted to mean that the unsubscribed stock of the Quebec and Lake St. John Railway Company; which is, or is to be the property of the company, party of the first part, under the terms of their agreement with the said Quebec and Lake St. John Railway Company, is in any way made over to the said contractor.

Clause 44th.—4th. If at any time before the termination of this agreement, the company should desire to transfer this contract to the Quebec and Lake St. John Railway Company, they shall be at liberty to do so, and the contractor shall be bound to accept the said railway company in their lieu and stead, provided the latter undertake to assume the liabilities and obligations imposed upon the company by this contract.

Clause 45th.—5th. The granting of the federal subsidy will be subject to the conditions of an agreement which is to be entered into between the Federal Government and the railway company, which agreements and the conditions it will contain, the contractor binds himself to accept.

Clause 46th.—6th. All progress estimates made up by the company's engineer under this contract shall be so made up on the basis of the prices mentioned in schedule A annexed to the original hereof, which prices shall be considered to be the cash value of the different descriptions of work or materials therein named.

Clause 47th.—7th. The construction of sidings, station-buildings, workshops, and telegraph lines and the furnishing of rolling stock and other appurtenances in compliance with this contract, shall be made at the time and place and in every respect as the company's engineer shall direct, and the whole of the above shall be at the risk of the contractor, until the completion of the contract, when they shall be delivered in perfect order to the company; and until the bonds are negotiated, the consulting engineer shall have the right to direct what portions of the work shall be proceeded with, so as to get the track laid; and in the event of delay in the negotiation of the bonds beyond two years from this date, the consulting engineer shall also decide what delay, if any, may be granted for the entire completion and equipment of the road, but not beyond December, one thousand eight hundred and eighty-seven.

Clause 48th.—8th. Notwithstanding anything to the contrary in this contract, the bonds of the railway company shall be negotiated by the contractor, who, for the purposes thereof, shall have the right to select, at time or times, at which such negotiations shall take place, and shall make all arrangements needed for such sale, subject only to the restriction as to the price of sale vested in the consulting engineer by the terms of this contract, by clause thirty-third.

Clause 49th.—9th. The first payment to the company of the sum of two hundred thousand dollars and interest, as mentioned in clause fifty, shall be

made by a deposit in the Quebec Bank in this city, to the credit of the company in settlement of certain promissory notes of the latter, endorsed by some of its past or present directors and in satisfaction of any other liability any of the directors may have taken in favour of the said bank on behalf of the company.

Clause 50th.—10th. The contractor doth, by these presents, sell to the company, for and in consideration of a sum of ten dollars, which the contractor acknowledges to have received before the execution of these presents, the plant and tools enumerated in schedule D annexed to the original hereof, and which he engages to deliver to the company on the line of the said railway, on or before the first of December next, and the company promises to lease the same to him, the contractor, for use on the road and for the purpose of this contract and during its continuance, in consideration of an annual rent of one dollar, and further, to resell the whole of said plant and tools to the contractor for a like sum of ten dollars at the entire completion and execution of this contract.

Clause 51st. 11th. In the event of all the bonds referred to in this contract being negotiated and the proceeds placed in the hands of the trustees, then the contractor shall (after the several instalments of the sum of four hundred and fifty thousand dollars and interest have been paid in full) be paid for each section of ten miles completed and accepted by the engineers the proportion of the said proceeds to which that mileage would entitle him, deducting all amounts previously advanced thereon, on progress estimates, and also deducting a proportion of the value of rolling stock, stations, workshops, water-service and other uncompleted work, to be established by the company's engineer, and also, less a draw back of five per cent. upon the amount of the proceeds, which will be retained in the hands of the trustees until the completion of the contract.

THUS DONE and executed at Quebec, office of the company, party of the first part, under the number six thousand five hundred and sixty-three of the records of Cy. Tessier, the undersigned notary.

IN WITNESS WHEREOF the said parties have signed with the said notary, after the reading done.

W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
Cy. TESSIER, N. P.

A TRUE COPY of the original remaining of record in my office.

Cy. TESSIER, N. P.

SUPPLEMENTARY.

CONDITIONS OF CONTRACT.

1. The specifications, bill of works, schedule of prices, and all other documents annexed to the original of this contract and the several parts and clauses of this present deed shall be taken together, to explain such other and to make the whole consistent, and should any work, material, or thing of any description whatsoever be omitted from the bill of works, schedules of prices, specifications or contract, which in the opinion of the engineer is necessary or

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expedient to be executed, the contractor shall, notwithstanding said omission, upon receiving written directions from the engineer, perform the same.

2. The progress measurement and progress certificates shall not in any respect be taken as an acceptance of the work or release of the contractor from his responsibility in respect thereof, but he shall at the conclusion of the work, deliver over the same in good order, according to the true intent and meaning of the contract and specifications and to the satisfaction of the engineer.

3. The contractor shall employ as many competent agents and foremen on the whole works as may be considered requisite by the engineer, and the said foreman shall be regularly and constantly present on the works, for the purpose of effectually overseeing the same, but the instructions of the engineer shall be given to the contractor, his superintendent or engineer.

4. The contractor is bound by the general conditions of the specifications to provide all proper tools and plant, including engines and rolling stock, necessary for the execution of the work, and is responsible for the sufficiency of the same; he must also take upon himself the entire responsibility of the temporary work and all other means used for the fulfilment of the contract, whether such means may or may not be approved of or recommended by the engineer, and the contractor must run all risks of accidents or damages from whatsoever cause they may arise until the completion of the contract,

5. The contractor shall, subject to the approval of the engineer as to the same, but at his own cost, make all necessary temporary provision during the progress of the works for land owners crossing the line of railway, and he shall provide the necessary accommodation for the passage of the public at the intersections of public roads; he shall also, at his own cost, make such provision until the fences be erected as may be necessary to prevent the straying of cattle where the fields in settlements are entered upon.

6. The contractor shall be responsible for all damages to land owners or others arising from loss of crops, or injury thereto, respectively sustained, by any cause or thing connected with the construction of the work, or through any of his agents or workmen; and he shall be held responsible for all damages which may be done to property or persons through the blasting of rocks or other operations carried on by him, and he must assume all risks and contingencies, whether from fire, water or any other cause whatever, that may arise during the progress of the works; and he must make good, at his own cost, any defects and failures, whether from negligence on the part of himself or workmen or from bad workmanship or from the use of improper materials; and he shall hold harmless and indemnify the company of and from any claims, losses or damages in respect thereof, and he, the contractor, will, at his own expense, make such temporary provisions as may be necessary for the protection of persons or of lands, buildings or other property, or for the uninterrupted enjoyment of all rights of persons or corporations in and during the performance of the works.

7. The contractor shall not permit, allow or encourage the sale of any spirituous liquors on or near the line of the railway.

8. No work whatever shall at any time or place be carried on during the Sunday, and the contractor shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day, except when unavoidably required.

9. The contractor shall by himself, his agents and workmen, faithfully carry on the works until completion, and no sub-contract, assignment or transfer shall in any way be recognized.

10. Should the contractor become insolvent or bankrupt or so embarrassed in circumstances as to be unable, in the opinion of the company, properly to proceed under the contract, the company shall be at liberty to cancel the contract.

11th. Should the contractor pursue any course violating any of the provisions of the contract, or the evident import of the same, the company shall have power to cancel the contract, on the advice of the consulting engineer.

12. Should it become necessary under clause 21st by advice of the consulting engineer to cancel the contract, the company shall give the contractor seven days' clear notice in writing of their intention, such notice being signed by the secretary of the company, and the contractor shall, thereupon, give up quiet and peaceable possession of the works, as they then exist, as well as material or plant which he may have been furnishing or using, and without any other or further notice or process or suit at law or other legal proceedings of any kind whatever. The company, in the event of their cancelling the contract, may forthwith, or at their direction, proceed to relet the same or any part thereof or employ additional workmen, tools and materials, as the case may be, and complete the works as may be deemed best in the event of the contract being cancelled through any neglect or fault of the contractor, the work shall be completed by the company at his expense, and he shall be liable for all extra expenditure which may be incurred thereby, and the contractor and his assigns or creditors shall forfeit all right to the percentage retained, and to all money which may be due on the works, and he shall not molest or hinder the men, agents or officers of the company, or the new contractor, from entering upon and completing the said work as the company may deem expedient.

13. Any notice or other matter under or connected with the contract may be served on the contractor either at his usual domicile or at an address to be mentioned in the contract, or attached to the signature of the contractor thereto, or at his last known place of business, by being mailed at or to any post office in Canada in the vicinity of the work, and shall be deemed to be thereby legally served.

14. If at any time it shall appear to the engineer that the security of the neighbourhood is likely to be disturbed, or any other difficulty likely to arise by reason of the men being left unpaid, the company may pay any arrears of wages, so far as they may ascertain the same as a payment on account of the contract.

15. The contractor shall perform and execute all works required to be performed under the contract in a good, faithful, substantial and workman-like manner, and in strict accordance with the plans and specifications thereof, and with such instructions and additional plans as may be from time to time given by the engineer; and shall be under the direction and constant supervision of such assistant engineers and inspectors as may be appointed. All the works are to be executed and material supplied to the engineer's entire satisfaction.

16. Should any differences arise between the company's engineer and the contractor as to the meaning of the specifications, conditions or plans, or contract, or as to anything arising out of any of them, or done, or omitted to be done, under any of them, or as to any rights of any of the parties under any of them, the same is to be decided by the consulting engineer for the time being, who is to be the sole judge thereof, and whose decision thereon is to be final and binding on all the parties, and is not to be subject to any appeal

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or petition or legal adjudication of any kind. The power of the consulting engineer above given extends to all questions as to the meaning of the specifications, conditions, plans or contract or as to points not provided for, or not sufficiently explained in any of them, or as to the quantity or quantities of work or material, or as to the right of the contractor to any moneys. But this enumeration of some of the powers of the consulting engineer is not to be read as having the effect of in any way limiting or contracting the powers conferred upon him by the general language of this clause—and which powers are of such nature and extent as to enable him to investigate and adjudicate upon any and all differences and claims which may hereafter arise out of the said contract.

17. The term "Engineer" made use of in the specifications and contract means "The Engineer in chief of the Company" or some one of his assistants acting under his authority and instructions, and all instructions or directions, judgments or decisions given, or power exercised by any one acting for the engineer in chief or under his authority, will be subject to his approval.

18. Time shall be deemed to be of the essence of this contract.

The above is the document called Supplementary conditions of contract which is annexed to the original of a contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Company Lumbering and Trading Company, executed before Cy. Tessier, Notary, at Quebec, on the 10th of July, 1883.

H. J. BEEMER,
J. G. SCOTT,
W. WITHALL,
CY. TESSIER, N. P.

(True copy.)

QUEBEC AND LAKE ST. JOHN RAILWAY.

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials required in making, building and equipping the railway, and comprising clearing, close-cutting, grubbing, fencing, excavation, draining, ditching, foundation works, culverts, budging rails and fastenings, rolling-stock, stations, workshops, sidings, and all other works connected with the construction and completion of the line of railway, to which the engineer may consider this specification to be applicable.

CLEARING, ETC.

2. Where the railway passes through wooded sections, the land must be cleared to the width of fifty feet on each side of the centre line, or such greater or lesser width as the engineer may direct, and must be entirely completed before grading is begun. Clearing may at first be made only sixty-six feet wide, or as much wider as the embankments may necessitate, and the contractor will be allowed until the completion of his contract to make them the full width of one hundred feet, so that he may thus be able to get the value of the wood on the extra width, in so far only, however, as the company may have the right of property in such wood.

3. The clearing is to be done so that all the brush, logs and other loose material within its limits shall be burned. In no case shall any of the brush

or logs be cast back upon the adjacent timber lands : they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed. All brush or trees accidentally or otherwise thrown into the adjacent woods must be dragged out and burned. The land when cleared must be left in a clean condition, and the contractor will be held responsible for all damage to crops and timber.

4. Where embankments are to be formed less than four feet and more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment and burned.

5. Where excavations do not exceed three feet in depth or embankments two feet in height, all stumps must be grubbed out, and if possible burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed, and there piled. Direction will be given at the proper time as to the extent of ground required to be cleared, close cut, and grubbed. The side-ditching and off-take drains must also be grubbed; no grubbing in borrowing pits will be allowed for in progress estimates.

FENCING.

6. The fence shall be strong, well built of steel barb wire. There will be four lines of steel barb wire fastened to posts six inches diameter and seven and one-half feet long, set at least three feet into the ground and twelve feet apart.

7. The farm gates will be strong, of an approved design, and made according to direction.

8. The fencing to be thoroughly completed through all the cleared lands and wherever it may be directed to be placed by the engineer and before grading is begun.

GRADING.

9. In wood land the grading will be commenced after the clearing, close cutting and grubbing is completed to the satisfaction of the engineer.

10. The width of embankment at sub-grade or formation level will be 15 feet. The width of earth cuttings will not be less than 24 feet unless directed by the engineer. The slopes of earthwork will generally be made one and a half horizontal to one perpendicular. In rock cuttings the slopes will be, as a rule, one horizontal to four perpendicular. In cuttings partly earth and partly rock, a berme of six feet wide shall be left on the surface of the rock. The widths, slopes and other dimensions above defined may be varied by the engineer at any time to suit circumstances.

11. The material to be placed in the embankments must be approved by the engineer, and in places where the natural surface of the ground upon which the embankment is to rest is covered with vegetable matter which cannot be burned off in clearing, and which would, in the opinion of the engineer, impair the work, the same must be removed to his entire satisfaction. All sloping ground covered with pasture shall be deeply ploughed over the base of the embankments before the latter are commenced.

12. In level sections, it will be necessary to excavate off-take ditches for considerable distances to the right or left of the line. These ditches will generally be required in the lowest ground. Ditches will also be taken down below the road-bed in wide cuttings for the purpose of through drainage. These and the off-take ditches must be of such widths and depth as may be

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required and directed. The sides shall be sloped one vertical to two horizontal, and the material shall be cast out so as to leave a berme of at least six feet between the deposit and the top of the slopes for the off-take ditches and the material removed entirely from ditches in cuttings.

13. On the completion of the line cuttings, side ditches, as provided for in the bill of works for the removal of surface water, shall be formed along each side of bottom of the slopes; in cuttings, according to directions to be given. Catch-water ditches shall also be formed some distance back from the top of slopes, to exclude from the excavation any water flowing from the adjoining lands. The contractor shall also construct all other drains and ditches which the engineer may deem necessary for the perfect drainage of the railway and works.

14. All open ditches, in cuttings or elsewhere, other than those referred to in clause 12, and all excavations required for turning, making or changing water courses, and which must be executed, as may from time to time be directed, will be measured up and valued in progress estimates as excavation according to its class; and all other excavations, side ditches and borrowing pits or grading depot grounds, turnouts or branches, and so much of foundation pits for culverts as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of the road way, and must be executed and the material deposited in the embankment according to the directions of the engineer, and will be valued at the same rate per yard as the ordinary excavation, according to its class. In foundation pits, where pumping or baling becomes necessary, all the excavations under water level shall be measured and reckoned at three times the price of earth excavation in such progress estimates.

15. Excavation will be classed under two heads, viz.:—Solid rock and earth, and will be valued in progress estimates according to the following definitions: 1st. All stones and boulders measuring more than fifteen cubic feet, and all solid rock, shall be termed solid rock excavation; 2nd. All other excavation of whatever kind, with the exception of off-take ditches and deep ditches in wide cuttings referred to in clause 12, shall be termed earth excavation.

16. The schedule of values for these several classes of excavation shall be taken to include the whole cost of hauling, spreading, trimming slopes, &c., &c., in all cases.

17. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same so that on being trimmed they will stand at the full dimensions specified in clause 10, or at such heights, levels, widths and forms as may be directed by the engineer; the upper surface of the banks to be rounded in order to through the water.

18. The whole of the grading shall be carefully formed to the levels given, and the roadway in cuttings shall invariably be rounded and left six inches lower at the sides than on the centre line. For rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed cuttings, ditches, water channels, road crossings, borrowing pits or elsewhere, must be deposited in such places as the engineer may direct. In cases where the road-bed excavations are insufficient to form the embankments the deficiency shall be supplied by widening the cuttings, and from the side ditches, first, and afterwards from borrowing pits, but no materials shall be so supplied without his concurrence, and not until the cuttings and ditches

are completed. All borrowing pits shall, if required by the engineer, be dressed to a good shape and properly drained. Where material to make up embankments is taken from the sides of the embankment and fence shall remain untouched, the slope in all cases being left and less than $1\frac{1}{2}$ horizontal to 1 perpendicular. Borrowing pits shall be provided by the contractor at his own cost, and no allowance will be made for hauling from borrowing pits into embankment.

19. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the engineer may direct that the embankment be increased in width with the surplus material; and when this is done to his satisfaction, the remainder, if any, may be wasted; but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

20. In cases where walls or rip-rapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required; and all good building stone which may be found in rock excavations may, with the approval of the engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be valued twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

21. Rip-rap work, wherever required and ordered for the protection of slopes of embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and valued by the cubic yard.

22. Roads constructed to and from any point on the line of railway for the convenience of the contractor, for the conveyance of material or otherwise, must be at his own risk, cost and charges, and he must pay for the use of the land for the same.

23. Wherever the line is intersected by public or private roads, the contractor must keep open, at his own cost, convenient passing places, and he shall be held responsible for keeping all crossings, during the progress of the works, in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. The contractor will be held liable for any damages resulting from negligence on his part or that of his men. At all public roads crossed on the level, the contractor will be required to put in two substantial cattle guards of wood, of such dimensions as may be directed by the engineer. Also sign boards similar to those used on the main line. Farm crossings must be made up of earth with large box culverts under them for the passage of water, or they may have to be on bents and stringers and planked. They must be built according to the directions of the engineer, and the timber used must be of a durable kind and approved of him.

24. The contractor shall, before the work is finally accepted, finish up cuttings and embankments, and complete all drainage, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, &c., in a creditable and workmanlike manner in accordance with the directions and to the satisfaction of the engineer.

25. The measurement of quantities shall invariably be made in excavation, unless in special cases, if any, where this may be found impossible; in

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such cases, the engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

26. The consideration stipulated in the contract must be understood to cover every contingency, the furnishing of all labour, material, power and plant, engines and rolling-stock ; the cost of finishing up cuttings and embankments and drainage channels, the dressing and draining of borrowing pit when required, the dressing of slopes to the required angle, and the completing of everything connected with the grading of road-bed, in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

TIMBER STRUCTURES.

27. Cattle guards and the superstructure of culverts must be built of good merchantable white pine timber, free from large knots, splits or other defects and sawn to correct dimensions, the ties to be of sawn tamarac.

The structures for the passage of streams will be built of good sound pine timber, character and quality to be approved by the engineer and in accordance with plans and specifications to be furnished from time to time. The engineer may substitute spruce or tamarack, which shall be valued at the prices named for such in the schedule annexed, when making the progress estimate.

Wherever circumstances require the adoption of trestle work in lieu of embankments, the same shall be erected in the most substantial manner in accordance with the plans and specifications of the same to be furnished from time to time by the engineer, and with material subject to his approval.

FOUNDATIONS.

28. Foundation pits must be sunk to such depths as the engineer may deem proper for the safety and permanency of the structure to be erected, and must in all cases be sunk to such depths as will prevent the masonry being acted on by the frost, and the material excavated therefrom to be deposited in embankment, unless the engineer direct otherwise.

MASONRY.

29. In order to prevent delay in track-laying, it may be expedient to build temporary structures of timber before masonry is commenced or during its progress. If required, the contractor must do this work according to the engineer's directions. The masonry must be of a substantial and permanent character, and in every respect equal to the best description of masonry in railway works, and equal to that in use on the North Shore Railway.

30. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined and approved by the engineer, nor until the contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

31. The stone used in all masonry of the line of railway must be of a durable character, large, well proportioned and well adapted for the construction of substantial and permanent structure.

32. Culvert masonry, whether in cement or dry, shall be built of good, sound, large flat bedded stones, laid in horizontal beds. It may be known as 2nd class masonry. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less in thickness than six inches, and they must be hammer dressed so as to give good beds with half inch joints. All stones must be laid on their natural beds.

33. Headers shall be built in the wall, from front to back, at least one every five feet in line of wall, and frequently in the rise of wall. The minimum breadth of bed allowed for stretchers shall be twelve inches. In the larger structures, all stones must be heavier in proper proportion. Every attention must be paid to produce a perfect bond, and to give the whole a strong, neat, workmanlike finish, the vertical joints being dressed back from the face 8 inches, and they must overlap 10 inches.

34. The walls of the box culverts will be finished with stones, the full thickness of wall, and the covers will be 15 inches thick or more according to the span; they must have a bearing of at least 12 inches on each wall, and must be punched on their side bearings and fitted sufficiently close together to entirely prevent the earth from falling through.

35. The bottom of culverts will be paved with stones set on edge, to a moderately even face, packed solid, the interstices being also well packed and grouted. The paving will be from 12 to 16 inches deep.

36. Masonry shall be formed dry or laid in Portland cement mortar as circumstances may determine. In dry masonry special regard must be paid to the stone being massive and well proportioned.

37. Mortar shall be of hydraulic Portland cement.

38. The Portland cement must be fresh ground, of the brand to be approved by the engineer, and it must be delivered on the ground and kept till used, in good order. Before being used, satisfactory proof must be afforded the engineer of its hydraulic properties, as no inferior cement will be allowed.

39. The Portland cement must be thoroughly incorporated with approved proportions of clean, large grained sharp sand. The general proportions may be one part of cement to two parts of sand, but this may be varied. Mortar will only be made as required, and it must be prepared and used under the immediate direction and to the satisfaction of an inspector, by the contractor's men, failing which the inspector may employ other men to prepare the mortar; and any expense incurred thereby shall be borne by the contractor. Grout shall be formed by adding a sufficient quantity of water to well tempered and well proportioned mortar.

40. When mortar is used, every stone must be set in a full bed and beaten solid, the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

41. All masonry must be neatly and skilfully pointed, but if done out of season, or from any other cause it may require repointing before the expiration of the contract. the contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the contractor, at his risk and cost; and the prices set forth in the schedules for all masonry will be taken to include coffer dams, pumping, &c., &c.

42. After the masonry of a structure has been completed for a period of four or five weeks, the formation of the embankment around it may be proceeded with. The earth must be carefully punned in their layers around the walls, and in this manner the filling must be carried on simultaneously on both sides. The contractor must be extremely careful in forming the embankments around culverts, as he will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses from the bottom to the top of the embankment, without loading one side of the masonry more than another.

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This is one of the specifications mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumber and Trading Company, executed before Cy. Tessier, notary, at Quebec, on the 10th of July, 1883.

H. J. BEEMER,
W. WITHALL,
J. G. SCOTT,
CY. TESSIER, N. P.,

(*True Copy.*)

CY. TESSIER.

QUEBEC AND LAKE SAINT JOHN RAILWAY.

GENERAL SPECIFICATION FOR TRACK-LAYING, BALLASTING, RAILS, BUILDINGS AND EQUIPMENT.

This work will be done directly under the orders of the company's track master.

1st. The work of track-laying and ballasting will embrace all engines, cars and plant, and all labour and tools required for loading, unloading and distributing rails, joint-fastenings, spikes, joints and crossings, and sleepers or cross-ties; laying, lifting, centering, lining and surfacing the track; also for making roads to ballast pits, and laying all service tracks; for getting, loading, hauling and unloading the ballast, placing the same on the road-bed and trimming it up.

TRACK-LAYING.

2nd. The rails shall be laid to a gauge of four feet eight and one-half inches clear between the rails, and they shall be well and carefully fastened at the joints; special care must be taken at points and crossings to have the rails laid to a tight gauge; the rails must be full spiked, and on curves the outer rails shall be elevated. The rails shall be handled with great care, and before being run over by either engine or cars, they shall be full-sleepered and surfaced. Every precaution shall be taken to prevent them getting bent during the progress of the ballasting. Upon all curves the rails must be properly bent and fitted to templates of the required curvature. Before being laid on all portions of the work, the rails will be laid, unless otherwise directed by the engineer, broken joints, or the ends of opposite rails shall not rest on the same tie, but one-half the length of the rail, either back or forward. The contractor will be held responsible for any bending, injury to or breakage of the rails until the final acceptance of his work, and the damage, if any, to the rails, will be established by the engineer, and the amount will be deducted from the amount of his contract. The rails, fastenings and the track-laying will be entirely under the control of the engineer.

3rd. The sleepers or cross-ties must be of sound tamarack, hemlock or cedar timber, but not over twenty-five per cent. to be cedar, smoothly hewn, free from all score-hacks, and chopped or sawn square at the ends, eight feet long, flattened on two opposite sides to a uniform thickness of six inches, the flattened surface being not less than six inches on either side, at the small end. They must be placed as nearly as possible at uniform distances apart, of two feet centres, and at right angles to the rails; "joint sleepers"

must have both upper and under surface bearing at their smallest end of at least ten inches.

4th. The contractor shall lay all sidings and put in all joints and crossings, complete, embracing wing and jack rails, head blocks, switch and signal frames, and gearing; and he shall remove from the track and straighten all bent and damaged rails, and make good all injuries done before the works are finally accepted; and further he will be held responsible for all materials provided him, and give a receipt for the same upon taking delivery. Track laying shall include the supplying, furnishing and laying plank, including spikes for the same, on public and private road crossings, distributing rails, rail fastenings, spikes, joints and crossings, ties, laying the same on main track and sidings, and centering, lining and surfacing. Track laying will be paid for by the lineal mile, 5,280 feet.

BALLASTING.

5th. The land for ballast pits and approaches thereto, will be furnished by the contractor and be approved by the engineer. In selecting land for the purpose, a preference will always be given to those points where the best materials can be procured, having due regard to the convenience of the contractor. During the working of any pit, should the material be found unfit for ballasting, the engineer shall have power to compel the contractor to close such pit and open others.

6th. The surface of all ballast pits shall be stripped of soil where such exists, and no material whatever shall be placed on the road-bed but good, clean gravel, free from earth, clay, loam or loamy sand; no large stones shall be allowed. The maximum size of gravel must not be greater in diameter than 3 inches. The track must be raised so that there will be an average depth of 6 inches beneath the sleepers, and the ballast must be well beaten and packed under and around them. As the raising proceeds, the end of the lift shall extend over not less than three rail lengths, and before trains are allowed to pass over the inclined portion of track, it must be made sufficiently solid to prevent bending the rails or twisting the rail joints. After the lift, the track shall be centered, lined, topped, surfaced and trimmed off to a proper form and width.

7th. In the event of full ballasting being required, a second lift must be made in the same manner and with the same precautions as required for the first "lift" in order to secure a uniform thickness of 12 inches under the sleepers.

8th. In wet cuttings the engineer shall have power to direct a greater thickness of ballast, should it be deemed necessary.

9th. The contractor shall keep all public and private road crossings in a safe and serviceable condition during the progress of the work, leaving them well and properly planked inside and outside of the rails, and gravelled to a depth of at least ten inches for a distance of 50 feet on both sides of the track.

10th. The track shall be left by the contractor with everything complete and well surfaced. The ballast shall be dressed off to the form required, and the whole shall be executed according to the directions and to the approval of the engineer or other officer duly appointed.

11th. The contractor shall be paid in progress estimates by the cubic yard for all ballast put into track, the measurement to be made in the pit or excavation, and the price per cubic yard to cover the cost of laying tracks to the pit, stripping the ground, excavating, hauling, handling, putting the ballast on the road-bed and neatly trimming it off to the proper form.

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13th. The rails shall be of the best English steel, 60 pounds per yard, or not less than 56 pounds, at the option of the consulting engineer; inspected during and after manufacture and approved by C. P. Sandberg, with flanged fish plates. Specification and brand to be subject to the approval of the consulting engineer, as well as the bolts and spikes required.

14th. All bridges over 60 feet span shall be of iron, and all spans 60 feet and under may be of iron or wood, as the consulting engineer may decide. All bridges shall be equal to those specified for the Canadian Pacific Railway and adapted to carry "Consolidation" engines; spans under 60 feet may rest on second class masonry or pine abutments. Plans, specifications and tests to be subject to the approval of the engineer. Bridges must be painted with fire proof paint, which shall be renewed until completion of road as often as engineer may direct.

15th. A passenger station shall be built at the Quebec terminus, and a freight shed, upon plans and specifications to be furnished by the company's engineer, to cost not less than \$12,000. Four stations to be built, where directed by the engineer, similar to that at St. Raymond, and ten stations to be equal to that at Lake St. Joseph. All stations to be furnished with desks, books, ticket cases and other furniture, ready for work.

16th. Workshops at Quebec.

Repair shops at Lake St. John.

Hand car houses (25).

Ten woodsheds

} To the value of \$50,000.

All to be built on plans to be furnished by the engineer and approved by the consulting engineer. Workshops and repair shops to be furnished with the necessary machinery and tools.

17th. A telegraph line to be built along the whole length of the railway in a solid and substantial manner, with heavy cedar poles and the necessary instruments at all stations. The line to be built in such a manner as to conform to the terms of the company's contract with the Montreal Telegraph Company, who furnish and stretch the wire and plant the poles.

18th. The sidings to the extent of five per cent. of the whole length of the railway to be furnished by the contractor where directed.

19th. A tank at Quebec to hold 40,000 gallons.

One tank at St. Raymond to hold 20,000 gallons.

And 10 tanks between St. Raymond and Lake St. John to hold an average of 15,000 gallons each.

Water tanks to be furnished with the necessary apparatus ready for use, and all tanks to be frost-proof, and to be built in a substantial manner as directed, and subject to the approval of the engineer.

20th. The following rolling-stock will be furnished by the contractor :

10 locomotives, cylinders 17 x 24 ins. of approved pattern and make with the option to the company to take an equal value of "Consolidation" engines, 20 x 24 ins. for all or a pattern. All engines to be of Rhode Island, Baldwin, or some other approved make, to the satisfaction of the consulting engineer.

6 first-class passenger cars.

6 second-class "

1 pay-master's car.

4 baggage, mail and express cars.

73 box-cars.

200 platform cars.

- 3 snow-ploughs, with wings and flanges.
 25 hand cars.
 1 wrecking car, with derrick.

All rolling-stock to be new, and of modern pattern, with the latest improvements, and standard axles, springs, couplings, &c., specification to be approved by the engineer before purchase.

The above five pages are one of the specifications mentioned in and annexed to the original of a contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Co., executed before Cy. Tessier, notary, at Quebec, on the 10th July, 1883.

W. WITHALL,
 J. G. SCOTT,
 H. J. BEEMER,
 CY. TESSIER, N.P.

(True Copy.)

CY. TESSIER, N.P.

QUEBEC AND LAKE ST. JOHN RAILWAY.

SCHEDULE A.

QUEBEC, , 188 .

SCHEDULE of value and approximate quantities of work to be done and executed on contract No. 4, extending from Lake Simon to Lake St. John, an assumed distance of 135 miles, also from White House trestle to Quebec, a distance of about 12 miles.

Quantities	Description of Works.	Rate.	Amount.	Total.
ROAD-BED.				
1,740	Acres, clearing and grubbing	\$43 00	\$109,620 00	
2,646,000	Cubic yards earth excavation	0 30	793,800 00	
146,000	Cubic yards rock excavation	1 60	233,600 00	
13,300	Cubic yards 1st class masonry	10 00	133,000 00	
9,600	Cubic yards 2nd class masonry	7 00	67,200 00	
385,440	Ties, tamarac, cedar and hemlock	0 25	96,360 00	
21	Miles wire fencing	512 00	10,752 00	
147	Miles wood culverts and cattle guards, per mile	100 00	14,700 00	
				\$1,459,032 00
BRIDGING.				
2,000	Lineal feet of bridge superstructure	40 00		80,000 00
RAILS AND FASTENINGS.				
13,860	Tons steel rails on the work, 94½ tons per mile, 60 lbs. per yard	28 00	\$388,080 00	
735,000	Lbs. spikes	0 03½	25,725 00	
235,000	Lbs. bolts and nuts	0 04	9,400 00	
518	Tons fish plates	28 00	14,520 48	
				437,734 00
TRACK-LAYING.				
147	Miles track-laying	225 00		33,075 00
BALLASTING.				
204,000	Cubic yards ballasting	0 30		88,200 00

Edgar versus Caron.

SCHEDULE of value and approximate quantities of work to be done and
executed on contract No. 4, &c.—*Concluded.*

Quantities	Description of Works.	Rate.	Amount.	Total.
TELEGRAPH LINE.				
147	Miles telegraph (Tel. Co. to build).....	50 00		7,350 00
SIDING.				
7	Miles sidings, including rails.....	5,000 00		35,000 00
STATION BUILDINGS.				
1	Station and freight shed at Quebec.....		\$12,000 00	26,200 00
4	" " " equal to St. Raymond.....		7,200 00	
10	" " " " St. Joseph.....		7,000 00	
ROLLING STOCK.				
10	First-class locomotives.....	\$12,000 00	\$120,000 00	321,680 00
12	Passenger cars (6 first-class and 6 second-class cars and combn).....		48,000 00	
1	Paymaster's car.....		4,500 00	
4	Baggage, mail and express cars.....	2,000 00	8,000 00	
73	Box cars.....	560 00	40,880 00	
200	Platform cars.....	460 00	92,000 00	
3	Snowploughs.....	2,000 00	6,000 00	
25	Hand cars.....	60 00	1,500 00	
1	Wrecking car.....		800 00	
WATER SERVICE.				
1	Water tank at Quebec, 40,000 gallons.....		84,000 00	26,500 00
1	" " St. Raymond, 20,000 gallons.....		2,500 00	
10	" " along line, 15,000 gallons.....		20,000 00	
WORKSHOPS, "C."				
	Workshops at Quebec and tools, repair shop at Lake St. John and tools, hand-car houses and wood sheds.....			50,000 00
ENGINEERING.				
147	Miles location and engineering.....	\$500 00		73,500 00
CONTINGENCIES.				
	To cover right of way, omissions, terminal lands at Lake St. John; station grounds between Lake Simon and Lake St. John, and any other works that may arise from the opening up of the country, (and the consulting engineer to use his judgment as to the distribution of the balance of this sum over the whole work or for reclassification of material if necessary).....			301,728 52
				\$2,940,000 00

NOTE.—It is to be understood that this estimate is made for the purpose of arriving at the value of work done; that the above quantities are only approximate and that any increase thereof or any omissions in the above estimate, shall not in any way affect the obligation of the contractor, to do and finish everything necessary for the entire completion of the railway, nor shall

the above approximate quantities in any way bind the contractor to do more work than the contract and specification provide for.

A. L. LIGHT,
H. J. BEEMER,
W. WITHALL,
J. G. SCOTT,
Cy. TESSIER, N. P.

DIVISION of schedule of value of different descriptions of works to be done, for facility in reference.

Particulars.	Total.	Per mile.
Road-bed and masonry.....	\$1,459,032 00	\$9,925 00
Rails and fastenings.....	437,734 48	2,980 00
Bridging, tracklaying and ballasting.....	201,275 00	1,370 00
Telegraph, sidings, stations, workshops, water-service and engineering.....	218,550 00	1,485 00
Rolling-stock.....	321,680 00	2,190 00
Contingencies.....	301,728 52	2,050 00
	\$2,940,000 00	\$20,000 00

A. L. LIGHT,
W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
Cy. TESSIER, N. P.

(A true copy.)

Cy. TESSIER, N. P.

A

SCHEDULE A.

SCHEDULES OF values which will be assigned to the following works in the making up of the progress estimates alluded to in the contract to which this is for the purpose only of ascertaining the proportionate value of such works as may be executed by the contractor from time to time.

No. 1. Excavation in foundation, put into embankments, per cubic yd.....	0 40
2. Ditching in cuttings below formation per cubic yd., earth.....	0 30
“ “ “ “ “ rock.....	2 50
3. Off-take drains, per cubic yd.....	0 25
4. Public road crossings each, both sides (\$50 each side)....	100 00
5. Second class masonry in Portland cement, per cubic yd..	8 00
6. Canadian cement, per cubic yd.....	7 00
7. Dry retaining walls, per cubic yd..	3 50
8. Pine timber in beam culvert superstructures, per M.B.M. including workmanship.....	80 00
9. Flatted timber in foundations, per M.B.M., including workmanship.....	15 00

Edgar versus Caron.

10. Planks in foundations, per M.B.M., including workmanship.....	18 00
11. Paving in culverts, per cubic yd., in cement.....	4 00
12. Rip-rap in and around foundations, per cubic yd.....	2 00
13. Rip-rap on slopes, per cubic yd.....	2 00
14. Boulders instead of culverts placed in position, per cubic yd.....	1 00
15. Fine hand laid spruce, brush laid, close 6 inches thick per sq. yard.....	0 20
16. Piles driven, including timber, not less than 10 inches, top end (part driven in ground only to measure), per lineal foot, including timber, part in ground.....	0 25
17. Above ground	0 25
18. Squared merchantable pine timber in bridges, trestles, or other structures, including workmanship, per M.B.M., superstructure of truss bridges not included.....	35 00
19. Squared merchantable spruce timber in bridges, trestles, or other structures, including workmanship, per M.B.M.	25 00
20. Squared merchantable tamarac timber in bridges, trestles, or other structures, including workmanship, per M.B.M.....	30 00
21. Refined wrought iron in structure, including workmanship, per pound.....	0 10
22. Approved cast iron in structures, including workmanship, per pound.....	0 06
23. Hydraulic concrete, per cubic yd.....	9 00
24. Best Portland hydraulic cement delivered on works, per barrel.....	4 00
25. Tamarac ties 8x6x6 at narrowest part of face, per 100...	25 00
26. Hemlock ties 8x6x6 per 100.....	25 00
27. Approved ballast, including lifting, lining, &c., if found on contract, including haul, per cubic yd.....	0
28. Extra haul on earth, gravel, rock, or rip-rap, beyond limits of contract, for every additional mile per cub. yd.	0 02
29. Laying in points and crossings per set, including timber	80 00

This and the three preceding sheets from Schedule A, mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec on the 10th July, 1888, before Cy. Tessier, Notary.

W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
CY. TESSIER, N.P.

(True Copy.)

SCHEDULE B.

ESTIMATE OF WORK REQUIRED TO BE DONE BETWEEN ST. RAYMOND AND JUNCTION.

St. Raymond "Clay Cut" 2,000 yds. at 25c. per yd.....	\$500 00
Lake Sergeant "Clay Horn" 200 yds. at 25c. per yd.....	50 00
" " "Clay Rock" 30 yds. at 25c. per yd.....	87 50

No. 1 camp to tank, widening cut and ditches, St. Joseph, at 25c. per yd.....	155 00
Cattle guards at Morrissey (exclusive of timber).....	20 00
Boulder cutting east of swamp, 200 yds. at 25c. per yd....	50 00
Dry rubble masonry at St. Ambroise to protect brook, 260 yds. at \$3 per yd.....	780 00
About 600 feet of log protection at St. Ambroise to protect embankment and public road, say 600 feet at \$1 per foot.....	600 00
One week ballasting with 25 men, 150 days at \$1 per day	150 00
	<hr/>
	\$2,342 50

JAS. CADMAN,
A. L. LIGHT.

This is the Schedule B mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec, before Cy. Tessier, Notary, on the 10th July, 1883.

W. WITHALL,
J. G. SCOTT,
H. J. BEEMER,
CY. TESSIER, N.P.

(True copy.)

C. TESSIER, N.P.

SCHEDULE C.

QUEBEC, 21st June, 1883.

Memorandum of office expenses, engineering, &c., to be paid by Mr. H. J. Beemer, during the term of his contract.

Secretary and Manager, per annum.....	\$2,500
Chief Engineer.....	2,000
Consulting Engineer.....	2,000
Draughtsman.....	1,400
Accountant.....	1,800
Clerk.....	600
Solicitors.....	300
Office rent, fuel, stationery and expenses.....	1,000
	<hr/>
	\$11,000

This is the Schedule C, mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esq., and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec on the 10th July, 1883, before Cy. Tessier, notary.

W. WITHALL,
H. J. BEEMER,
J. G. SCOTT,
CY. TESSIER, N. P.

(True Copy.)

CY. TESSIER, N.P.

Edgar versus Caron.

SCHEDULE D.

Schedule of plant to be delivered by Mr. H. J. Beemer, upon the Quebec & Lake St. John Railway, as provided in this contract.

- 4 steam shovels and 3 steam boilers.
- 2 derricks with winches rigging (or more if required).
- 500 shovels.
- 200 picks.
- 20 horses. (20)
- 20 carts. (20)
- 40 dump cars.
- 5 lorries.
- 3 steam derricks and fittings (if work permits).
- 2 steam pumps.
- 10 construction ploughs.
- 20 scrapers.
- 100 wheel barrows.
- 10 frogs and switches for temporary track.

Contractor to make up to a value of \$25,000 by adding axes, mattocks, blasting apparatus and other plant. It being also understood that it shall be permissible to him to vary the respective quantities of the foregoing articles and to substitute others to them as occasion may require, but without diminishing the total value.

This is Schedule D, mentioned in and annexed to the original of a contract between H. J. Beemer, Esq, and the Quebec and Lake St. John Railway Lumbering and Trading Company, executed at Quebec, before Cy. Tessier, notary, on the 10th July, 1883.

W. WITHALL,
H. J. BEEMER,
J. G. SCOTT,
Cy. TESSIER,

(True Copy.)

CY. TESSIER, N. P.

Exhibit "J3" 3, for the Crown; filed 22nd September, 1892.

G. F. HAMEL,
Clerk, R. C.

STATEMENT OF MONEYS RECEIVED FROM THE DOMINION GOVERNMENT IN AID OF THE
QUEBEC AND LAKE ST. JOHN RAILWAY.

1883.		\$.	cts.	1883.			
Nov. 17th,	Received.....	32,000	00	Nov. 17th,	Paid Minister of Customs		
					duty on rails.....	87,644	45
					Paid H. J. Beemer ..	24,355	55
1885.				1885.			
May 6th,	"	37,027	00	May 15th,	Paid Ross & Co.	37,027	00
Sept. 23rd,	"	38,373	00	Sept. 23rd,	"	38,373	00
Nov. 20th,	"	27,840	00	Nov. 20th,	"	27,840	00
1886.				1886.			
Jan. 21st,	"	24,532	00	Jan. 21st,	"	24,532	00
Feb. 23rd,	"	96,000	00	Feb. 23rd,	"	96,000	00
July 24th,	"	6,000	00	July 24th,	"	6,000	00
Oct. 11th,	"	83,688	00	Oct. 11th,	"	83,688	00
Dec. 24th,	"	48,747	00	Dec. 24th,	"	48,747	00
" 14th,	"	3,310	00	" 14th,	"	3,310	00
1887.				1887.			
Feb. 15th,	"	60,474	00	Feb. 15th,	"	60,474	00
Sept. 13th,	"	103,479	00	Sept. 13th,	"	103,479	00
Oct. 24th,	"	85,814	00	Oct. 24th,	"	85,814	00
1888.				1888.			
April 10th,	"	42,720	00	April 10th,	"	42,720	00
1889.				1889.			
March 1st,	"	19,911	00	March 1st,	"	19,911	00
Oct. 26th,	"	38,440	00	Oct. 26th,	"	38,440	00
1891.				1891.			
Jan. 16th,	"	20,800	00	Jan. 16th,	"	20,800	00
Feb. 16th,	"	15,150	00	Feb. 16th,	"	15,150	00
" 20th,	"	1,400	00	" 20th,	"	1,400	00
" 20th,	"	26,300	00	" 20th,	"	26,300	00
April 30th,	"	6,700	00	April 30th,	"	6,700	00
Oct. 21st,	"	9,600	00	Oct. 21st,	"	9,600	00
Nov. 16th,	"	4,522	73	Nov. 16th,	"	4,522	73
1892.				1892.			
Jan. 30th,	"	12,100	00	Jan. 30th,	"	12,100	00
		\$844,927	73			\$844,927	73

QUEBEC, 20th September, 1892.

Exhibit "JS." 4, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

On this day, the seventh of January, one thousand eight hundred and eighty-eight, before Cy. Tessier, the undersigned notary public for the province of Quebec, Dominion of Canada, residing in the city of Quebec, personally came and appeared:

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in the city of Quebec, represented in this deed by Simon Peters, of the said city

Edgar versus Caron.

of Quebec, Esquire, contractor and builder, Vice-President, and James Guthrie Scott, of the same place, Esquire, Secretary of the said company, hereunto present and specially authorized for all and every the purposes of this deed by a resolution of this day herein called "The Company," of the first part.

And Horace Jansen Beemer, of the city of Montreal, Esquire, contractor, herein called "The Contractor" who hereby for the purposes hereof makes election of domicile irrevocably at the city of Quebec, of the second part.

Which said parties have declared, covenanted and agreed as follows, that is to say:—

Clause 1st.—The said contractor doth by these presents bind and oblige himself to and in favour of the said company for and in consideration of the covenants, conditions and agreements hereinafter mentioned.

1st. To find and furnish all necessary right of way, station grounds, tools, plants, implements and materials whatsoever, and to locate, construct, build, complete, equip and finish in every respect to the satisfaction of the company and of its engineers the following branches or extensions of the Quebec and Lake St. John Railway, viz:

First. The eastern extension of the main line from Pointe-aux-Trembles junction to Chicoutimi (and to St. Alphonse if the subsidies are extended that far) a distance of about sixty-four miles.

Second. A branch line from some point on the main line, to be selected by the company, to La Tuque on the River St. Maurice, about thirty miles.

Third. A branch line from St. Gabriel Station to the "Rivière aux Pins" settlement, about ten miles.

Fourth. The western extension of the line from the point to which the contractor is now building the main line, at the one hundred and eighty-fourth mile from Quebec, near Roberval to St. Prime, about twelve miles.

Together with telegraph lines, fences, station buildings and furniture, work shops, rolling stock and all other appurtenances as more fully detailed in the specification annexed.

2nd. To build, equip and furnish in every respect, to the satisfaction of the company, two passenger and freight steamers of plan and dimensions to be approved by the company, the one to carry not less than three hundred and the other not less than two hundred passengers, and to place the former on Lake St. John, and the latter on the River St. Maurice, to navigate between La Tuque and the Piles; and to build the necessary wharves and lighthouses on Lake St. John, and wharves and beacons and buoys on the River St. Maurice as directed by the company's engineer to render the navigation safe.

The whole in the most substantial and workmanlike manner and upon the terms and conditions of this present contract and in accordance with the supplementary conditions of contract and the two specifications which are annexed to the original hereof—and signed by the parties and by the said notary *ne varietur*; and which document as well as the schedule of values which is also

Substance of
this contract.

Eastern
extension.

La Tuque
branch.

St. Gabriel
branch.

Western
extension.

Rolling stock
&c.

2 steamers.

Reference to
schedules.

annexed and signed as above, shall be considered as making one with this deed and shall be taken as together forming the contract.

Clause 2nd.—Now these presents and I the said notary are witness that this contract and undertaking is entered into by the said parties under the following express terms and conditions, viz. :—

Direction and approval of the work.

Clause 3rd.—All the work to be done and the materials to be furnished under this contract shall be done under the direction of the company's engineer, and subject to the approval of the consulting engineer.

Eastern extension to be built equal to main line.

Clause 4th.—The Chicoutimi or eastern extension to be built in every respect equal to the main line with steel rails (Sandberg inspection) (56) fifty-six pounds per yard ; all bridges over sixty feet span to be of steel or iron, strong enough for consolidation engines, resting on first class masonry piers and abutments ; wooden box or wooden beam culverts to be used where embankments do not exceed twelve feet in height, and wooden trestle or pile bridges in places where similar works are used on the main line, between Lake Simon and Lake St. John ; culverts to be of second class masonry when embankments exceed twelve feet in height ; no grade to exceed those on the main line between St. Raymond and Lake St. John, and no curve to exceed eight degrees ; and the gradients and curvature to be the best the nature of the country will permit of building at a reasonable cost, of which the consulting engineer shall be the judge, all the other branches, including the western extension from Pointe-aux-Trembles, shall be built with fifty-six pound steel rails as above, but may have bridges with wooden superstructure for any width of river, the abutments to be of timber crib-work where the width of crossing is not over one hundred feet ; above that, masonry must be used, and grades and curvatures such as the nature of the country will permit of building at a moderate cost ; no grade to exceed one hundred and thirty-two feet per mile and no curve to exceed eight degrees, except at junctions or stations or on La Tuque and St. Gabriel branches, where curves of ten degrees may be made ; the road-bed shall in all cases be built sufficiently high to avoid obstruction of trains by snow.

Branches.

Plans for location, bridges, stations, &c., &c., to be approved.

Clause 5th. Every plan or profile of location, including gradients and curvatures, and the plans of all bridges, culverts, stations, workshops, fencing and all other structures shall be subject to the approval of the company and of the consulting engineer and of the board of directors, which approval shall be certified on the said plans by the president, secretary and engineers of the company before work thereon shall be commenced.

Conditions of the Saguenay and Lake St. John Railway Company.

Clause 6th. The contractor undertakes to carry out all the conditions of the following resolutions of the Saguenay and Lake St. John Railway Company, dated 28th July, 1889, having reference to the eastern extension namely :—

“That the said company consents that the Dominion Government transfer and pay to the Quebec and Lake St. John Railway Company, the subsidy granted during the last session to the company for the building of the railway to connect the Quebec and

Edgar versus Caron.

Lake St. John Railway with Chicoutimi and St. Alphonse, on the following conditions, to wit—;

1st. On condition that the said Quebec and Lake St. John Railway Company pay without delay to the directors of this company the outlay incurred by them up to this date, the same being estimated at six thousand dollars, without obligation to furnish a detailed account.

2nd. On condition that the line to be constructed shall follow as far as possible the tracing made by the engineer of this company, as far as Chicoutimi and St. Alphonse, locating the Chicoutimi station at the Government wharf or opposite the same at a distance not to exceed twenty arpents ;

3rd. Conditioned that the workshops of the branch shall be located in the town of Chicoutimi or close to its limits, and that its general repairing work shall be done there ;

4th. Conditioned that that part of the road extending from the junction to Port Metabetchouan be built before the first January next, and the remainder of the road within the shortest period possible, that is to say, within two years from the date of the acceptance of this resolution ;

5th. Conditioned that the tariff rate for passengers and freight be uniform, per mile, throughout the length of the said line from St. Alphonse and Chicoutimi to Quebec ;

6th. Conditioned that a resident of Chicoutimi, to be designated by the Bishop of Chicoutimi, shall be admitted and remain a director of the principal Company, the Quebec and Lake St. John Railway Company, and that another person, a resident of the county, to be designated by the Bishop of Chicoutimi, shall also be admitted a member of the board of directors of the Quebec and James Bay Railway Company, the whole to represent the interests of the lower part of the county, and the said representatives shall be ordinary directors of the said companies."

Clause 7th.—The contractor agrees to build, finish and equip a sufficient number of stations necessary for the business of the mileage hereby contracted for, not exceeding twelve in all, and also six water tanks with pumps of the same capacity as those on the main line.

Stations,
water tanks,
&c., &c., &c.

Clause 8th.—The contractor agrees to furnish the following rolling stock for the different branches, as required by the company, and the whole not later than the date fixed for the completion of the contract, viz. :—

Rolling stock.

	For Chicoutimi.	For La Tuque.	For St. Gabriel.	For Extension.	Total.
Locomotives (Consolidation, Mogul or 18 and 24 passengers as specified by company's engineer).....	6	2	1		9
Passenger cars, 1st class.....	2				2
do 2nd class.....	1			1	2
do sleepers.....	1				1
do 1st and 2nd class combined.....	1	1	1		3
Box cars.....	34	4		2	40
Cattle cars.....	8			2	10
Baggage, mail and express cars.....	2	1			3
Conductors' vans.....	1	1			2
Platform cars.....	70	40	10	10	130
Snow ploughs (wing and flanges combined).....	2	1			3
do (flanges).....	1	1			2
Hand cars.....	12	5	2	1	20

In addition to the above, contractors will place on the road and deliver before the final completion of this contract, one first class passenger car, twenty-three box cars, and eighty flat cars.

Remuneration
to Directors,
office expenses
&c., &c.

Clause 9th.—The contractor agrees to pay from and since the 10th of July, eighteen hundred and eighty-three, to each of the directors of the company a sum of (\$5) five dollars for each and every sitting of their board at which such director has been and will be present; besides which, he will pay to the company, in and by equal monthly instalments, an annual sum of six thousand dollars as per schedule C annexed, until the completion of this contract, and as long as the whole undertaking is not finally accepted by the company's engineer, to defray salaries of engineers and staff, secretary and office staff and expenses; this clause, in so far as it concerns such items of the schedule last referred to as are covered by a similar clause in the contract of the 10th of July, eighteen hundred and eighty-three, shall only take effect when the payments under such similar clause shall have ceased.

Possession of
each section
to the Co. as
soon as com-
pleted with
accessories.
31st Dec., 1889,
date for com-
pletion of all
lines.

Clause 10th.—The contractors shall give to the company possession of each branch or section of the roads to be built in virtue of this contract, as soon as completed, and he shall, not later than the 31st of December, (1889) eighteen hundred and eighty-nine, put the company into the exclusive possession of the whole of said roads or branches, with equipment, rolling-stock, steamers, beacons, buoys, and everything connected therewith, as already described.

Bush fires.

Clause 11th.—It is hereby expressly understood that the contractor must be extremely careful and take all necessary precautions to avoid fires in the bush, the timber being one of the main resources of the railway, and the clearing and burning rendered necessary for the purposes of this contract shall be done as much as possible during the winter season; and the contractor shall alone be responsible for any damage caused by any of his operations connected with the building of said railway.

Edgar versus Caron.

Clause 12th.—Should any disagreement or dispute arise between the contractor and the company, or its engineers, the matter will be referred to the consulting engineer, whose decision will be final.

Disagreements, &c., referred to consulting engineer.

Clause 18th.—A. L. Light, Esq., is hereby appointed by the parties hereto, consulting engineer for the purposes of this contract, and should he die, or leave the position, or be unable or unwilling to act, his successor shall be mutually agreed upon by the parties, and in case the latter cannot agree on the choice to be made, the appointment shall be made by Mr. Walter Shanly, or some engineer of equal standing to be selected by the Minister of Railways for the Dominion of Canada.

Nomination of A. L. Light, as consulting engineer and of his successor.

Clause 14th.—As the company are giving to the contractor all the subsidies, mortgages and other means by which the road is to be built, this contract shall embrace and the contractor shall be bound to furnish, without extra charge, everything necessary for the entire completion of the railway hereby contracted for and its thorough equipment, with everything required by a railway for its proper working and maintenance, to the satisfaction and acceptance of the engineers, whether the same be specified in this contract or not.

What this contract will embrace.

Clause 15th. The granting of the Federal subsidy will be subject to the conditions of an agreement, which is to be entered into between the Federal Government and the company, which agreement and the conditions it will contain, the contractor binds himself to accept as well as the terms and conditions that may be attached to any other Government or Municipal subsidy or bonus.

Agreements, terms and conditions re Federal and other subsidies.

Clause 16th. All progress estimates made up by the company's engineer under this contract, shall be so made up on the basis of the prices mentioned in schedule "A" annexed to the original hereof, which prices shall be considered to be the cash value of the different descriptions of work or materials therein named.

Progress estimates on what basis made up.

Clause 17th. The construction of sidings, station buildings, workshops and telegraph lines and the furnishing of rolling stock, steamers, fences and other appurtenances in compliance with the contract, shall be made at the time and place and in every respect as the engineers shall direct, and the whole of the above shall be at the risk of the contractor until the completion of the contract, when they shall be delivered in perfect order to the company.

Sidings, stations, shops, steamers, fences, &c. &c., at times and places determined by engineer.

Clause 18th.—Notwithstanding anything to the contrary in this contract the bonds of the company shall be negotiated by the contractor who, for the purposes thereof, shall have the right to select a time or times at which such negotiations shall take place and shall make all arrangements needed by such sale—subject only to the restrictions hereinafter stipulated.

Whole at risk of contractor. Bonds negotiated by contractor.

Clause 19th.—In consideration of the said contractor undertaking the aforesaid engagements, according to the true intent of the present contract, the company hereby consent to assign, transfer and make over to him, and do undertake to give and procure to him,

Consideration or price of contract.

FIRSTLY,

Clause 20th.—Twenty thousand dollars per mile upon the mileage constructed in virtue of this contract in first mortgage bonds of the

\$20,000 per mile in first

mortgage
bonds of Co.

Interest guar-
anteed at
contractor's
expense.

All promised
and future
subsidies, land
grants, bonu-
ses subscrip-
tions.

Help for pro-
curing subsi-
dies.

Extension of
time for build-
ing road if
subsidies, &c.,
be not granted
to 1st January
1892.

Payments to
be made upon
monthly pro-
gress estima-
tes.
Cash subsidies
and proceeds
of land grants
or advances
thereon reserv-
ed for road bed
and track lay-
ing.
Bonds to be
given to con-
tractor, to
what extent
and how.
But not over
\$8,000 until in-
terest be guar-
anteed.

company, which shall rank equally on both the main line and its branches with those to be issued to the contractor under his contract of the tenth July, eighteen hundred and eighty-three, with the Quebec and Lake St. John Railway Lumbering and Trading Company; the interests on the said bonds to be guaranteed and paid by the Government of the province of Quebec, (at the expense of the contractor, who shall deposit sufficient money with the Provincial Treasurer for that purpose), to the same date as the, contractor has agreed to guarantee the interest on the main line bonds, by the terms of the last mentioned contract, also twenty thousand dollars per mile of paid up common stock of the company, on all mileage constructed under the present contract. Such stock to be issued at the rate of two hundred thousand dollars for each ten miles accepted by the Government engineers

SECONDLY.

Clause 21st.—All the subsidies, land grants, bonuses, or municipal subscriptions now promised or which may be hereafter voted for any of the said branches, the company undertaking to use their best endeavours to have the said subsidies voted and increased. And should the subsidies now applied for, (viz. \$3,200) three thousand two hundred dollars per mile from the Federal Government and ten thousand acres of land per mile from the Provincial Government for sixty-five miles of the Chicoutimi branch, (\$3,200) three thousand two hundred dollars per mile from the Federal Government and 8,000 acres of land per mile from the Provincial Government for thirty miles of the La Tuque branch; and (\$3,200) three thousand two hundred dollars per mile from the Federal Government and a remission of the debt of forty-eight thousand one hundred and seventy-one dollars due to the province of Quebec by the Quebec and Gosford Railway Company, from the Provincial Government for ten miles of the St. Gabriel branch, not be granted an extension of time for the completion of the mileage and not subsidized shall be granted to the contractor, but in no case shall this extension extend beyond the first of January, one thousand eight hundred and ninety-two.

Clause 22nd.—Payment shall be made upon monthly progress estimates made up by the company's engineer, all the cash subsidies and the proceeds of the land subsidies or any advances obtained thereon, shall be reserved for the making of the road-bed and the laying of the track. The bonds, to the extent of a sum not exceeding eight thousand dollars (\$8,000) per mile shall be paid to the contractor for each estimate of work done, on a percentage basis to be established by the company's engineer, based upon the total estimated cost of the road and equipment pro rata with the bonds to be so paid to the contractor. But until the interest upon the bonds be guaranteed by the Government as above, not more than (\$8,000) eight thousand dollars per mile of bonds to be issued.

Clause 23rd.—When the bonds are guaranteed and negotiated, the nett proceeds thereof, after paying the cost of guarantee, shall be deposited with trustees to be mutually agreed upon and shall be

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drawn monthly upon progress estimates on a percentage basis as above stated. Nett produce of sale of bonds deposited with trustees.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 28th March, 1892.

CHICOUTIMI EXTENSION.

Approx. estimate of work to be done according to contract dated 7th January, 1888, between Chamber Junction and Chicoutimi, distance $52\frac{1}{2}$ miles, based on plans and profile and requisition for work as classified in letter sent to Ottawa for approval.

Work between Metabetchouan and Chicoutimi to be done to earn subsidies.....	\$	881,927
To complete contract, Ballasting.....	\$	24,000
Fencing	15,000	
Buildings and tanks	21,500	
Wharves and lights, Lake St. John.....	30,000	
80% of Rolling stock in schedule.....	128,640	
80% of extra quantity in clause 8.....	43,334	
80% "Engineering and office all" say.....	25,000	
Grading station grounds.....	15,000	
	----- \$	302,484
Total cost.....	\$	1,184,411

The amount of money required to be spent before the subsidies can be earned will be $\frac{73}{100}$ of the total cost of the road without allowing for contingencies. The limit of bonds to be issued for 52 miles till the guarantee is effected is \$416,000, portions of which are payable on monthly estimates in proportion that the amount of work done bears the total cost of the 52 miles—and when first part of work is finished, bonds amounting to \$303,680 will be earned.

E. A. HOARE.

Clause 24th.—The laying out and final location of the line of the railways hereby contracted shall be made by competent engineer appointed by the contractor and acting under instructions from the consulting engineer which shall be in conformity with the conditions and specifications of this contract to be entirely subject to his and the company's approval. Laying out and final location of line, how made.

Clause 25th.—It is understood and agreed between the parties that the right to build the branches to Chicoutimi and to La Tuque, shall be acquired from the Quebec and James Bay Railway Company, unless acquired by amendments to the charter as hereinafter provided; that should it be found impossible to obtain such right, a further delay will be accorded the contractor for the completion of those branches, equivalent to the time lost acquiring new legislative authority to rebuild them. Acquiring right of building branches to Chicoutimi and La Tuque.

Delay granted if such right be not obtained.

Eastern extension, when to be built and completed.

Clause 26th.—It is agreed that the construction of the eastern extension to Chicoutimi and St. Alphonse shall be proceeded with as required by the aforementioned resolutions of the Saguenay and Lake St. John Railway Company, that is to say, the work shall be commenced at Pointe aux Trembles Junction and completed as far as the Metabetchouan by the 31st of August next, and shall be continued from the Metabetchouan towards Chicoutimi in such a manner as to comply with the said resolutions.

Legislative authority to be obtained for construction of La Tuque and Chicoutimi branches, and also to St. Alphonse and to Rivière aux Pins from St. Gabriel. Also to extend west towards Lake Abitibi &c., &c. For increasing capital stock of company and for issuing this stock to contractor as paid up stock. For issuing debenture stock. Until this is obtained bonds of clause 20th not to be issued, and if not obtained contract null and void. Option of contractor to extend from St. Prime westward.

Clause 27th.—It is understood and agreed that at the next Session of the Provincial Legislature, authority will be asked by the company to build the branches to La Tuque and to Chicoutimi and St. Alphonse, and from St. Gabriel Station to the Rivière aux Pins settlement; also for permission to extend the railway westward towards Lake Abitibi, northward through Roberval and St. Prime, towards the St. James Bay frontier of the province, and eastward towards Hamilton inlet and the Atlantic coast, and to place steamers on Lake St. John, the river St. Maurice, Saguenay and St. Lawrence, and to navigate the same; and also to increase the capital stock of the company to the extent of twenty thousand dollars per mile upon the mileage hereby contracted for and to issue such stock as paid-up stock to the contractor in payment of the work done under this contract, as hereinbefore expressed; and to issue bonds or debentures stock to the extent of twenty thousand dollars per mile upon the mileage hereby contracted for, which bonds or debenture stock will rank equally with the bonds to be issued on the main line, and until such Legislative authority is obtained, the bonds and stock referred to in clause 20 shall not be issued. And if the authority of the Legislature necessary to carry out the present contract be not obtained this contract shall be null and void, without claim for indemnity on either side.

Clause 28th.—It is agreed that the contractor shall have the option, until the thirty-first of December, eighteen hundred and ninety-five, to extend the western extension from St. Prime further westward as subsidies may be obtained to do so, upon the same terms and conditions as above stated.

Clause 29th. It is understood that if the approximate mileage of any of the lines hereby contracted for should be found to be greater or less to reach termini named, the work shall nevertheless be completed to the point named and the payments of bonds, stock and subsidies shall be made to the contractor for the actual mileage built.

If the R. L. Tr. Co., fail to complete road from Pointe aux Trembles, June to the 184th M. fr. g. on the Roberval extension, contractor to build it when notified within 12 months

Clause 30th. It is understood and agreed between the parties that if the Quebec and Lake St. John Railway Lumbering and Trading Company shall fail to complete that portion of the railway between Pointe aux Trembles junction and the one hundredth and eighty-fourth mile from Quebec on the Roberval or Western extension, a distance of about seven miles, then the said contractor will build, complete and equip the same distance within twelve months from the receipt by him of a notification from the company, calling upon the said contractor to begin the work on the said mileage, in consideration of the bonds, stock and subsidies which may be applicable to the same.

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Clause 31st. The contractor further undertakes to pay the company out of the proceeds of the bonds, when sold, the sum of thirteen thousand dollars (\$13,000) to defray the debts of the company.

Contractor to pay Co. \$13,000 to defray their debts. Contract to be confirmed—if not, to be null.

Clause 32nd. It is understood and agreed that this contract shall be subject to the approval and confirmation of the shareholders and bondholders of the Quebec and Lake St. John Railway Company entitled to vote at general meeting to be held for that purpose or at the annual general meeting of the company. And should such approval or confirmation not then be granted, this contract shall be cancelled without claim for indemnity on either side.

Clause 33rd. Out of the proceeds of sale of the first issue of bonds under this contract, there shall be deposited in the Quebec Bank a sum of two hundred thousand dollars, in payment of any liability to the bank, of the Quebec and Lake St. John Railway Company, for which the directors past or present or the heirs or assigns of any of them are personally liable or such less sum if any as may be due to the bank, provided that such deposit, if made, shall extinguish all obligations of the contractor as secured by him under the 19th clause of the contract of the tenth July, eighteen hundred and eighty-three, between the Quebec and Lake St. John Railway Lumbering and Trading Company and Horace J. Beemer.

Deposit of \$200,000 in Quebec Bank, in payment of liabilities of present or past directors.

Thus done and executed at Quebec, on the day of any year first above written under the number seven thousand three hundred and eighty-five of the records of Cy. Tessier, the undersigned notary. In witness whereof the said parties have signed with the said notary after the reading done.

SIMON PETERS,
Vice-President.

J. G. SCOTT,
Secretary.

H. J. BEEMER,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. One word erased is null and one marginal note good.

CY. TESSIER, N.P.

SUPPLEMENTARY CONDITIONS OF CONTRACT.

1st. The specifications, bill of works, schedules of values and all other documents annexed to the original of this contract and the several parts and clauses of this present deed shall be taken together to explain each other and to make the whole consistent; should any work, material or thing of any description whatsoever be omitted from the bill of works, schedules, specifications or contract, which, in the opinion of the engineers, is necessary or expedient to be executed, the contractor shall, notwithstanding the said omission, upon receiving written directions from the company's engineer, perform the same.

2nd. The progress measurement and progress certificate shall not in any respect be taken as an acceptance of the work or release of the contractor from his responsibility in respect thereof, but he shall at the conclusion of the

work deliver over the same in good order, according to the true intent and meaning of the contract and specifications and to the satisfaction of the engineers.

3rd. The contractor shall employ as many competent agents and foremen on the whole works as may be considered requisite by the engineer, and the said foreman shall be regularly and constantly present on the works, for the purpose of effectually overseeing the same, but the instructions of the engineer shall be given to the contractor, his superintendent or engineer.

4th. The contractor is bound by the general conditions of the specifications to provide all proper tools and plant, including engines and rolling stock necessary for the execution of the work, and is responsible for the sufficiency of the same; he must also take upon himself the entire responsibility of the temporary work and all other means used for the fulfilment of the contract, whether such means may or may not be approved of or recommended by the engineer, and the contractor must run all risks of accidents from whatsoever cause they may arise until the completion of the contract.

5th. The contractor shall, subject to the approval of the engineer as to the same, but at his own cost, make all the necessary temporary provision during the progress of the works for land owners crossing the line of railway and he shall provide the necessary accommodation for the passage of the public at the intersection of public roads. He shall also, at his own cost, make such provision until the fences be erected as may be necessary to prevent the straying of cattle where the fields and settlements are entered upon.

6th. The contractor shall be responsible for all damages to land-owners and others, arising from the loss of crops or injury thereto, respectively sustained from any cause or thing connected with the construction of the work or through any of his agents or workmen, and he shall be responsible for all damages which may be done to property or persons through the blasting of rocks or other operations carried on by him, and he must assume all the risks or contingencies, whether from fire, water or any other cause whatever that may arise during the progress of the works; and he must make good, at his own cost, any defects or failures, whether from negligence on the part of himself or workmen, or from bad workmanship or from the use of improper materials, and he shall hold harmless and indemnify the company of and from any claims, losses, or damages in respect thereof, and he, the contractor, shall, at his own expense, make such temporary provisions as may be necessary for the protection of persons or of lands, buildings or any other property or for the uninterrupted enjoyment of all rights of persons or corporations in and during the performance of the works.

7th. The contractor shall not permit, allow or encourage the sale of any spirituous liquors on or near the line of railway.

8th. No work whatever shall at any time or place be carried on during the Sunday, and the contractor shall take all the necessary steps for preventing any foreman or agent, or men, from working or employing others on that day, except when unavoidably required.

9th. The contractor shall, by himself, his agents or workmen, faithfully carry on the works until completion, and no sub-contract, assignment or transfer shall in any way be recognized.

10th. Should the contractor become insolvent or bankrupt, or so embarrassed in circumstances as to be unable in the opinion of the company properly to proceed under the contract, the company shall be at liberty to cancel the contract.

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11th. Any notice or other matter under or connected with the contract served on the contractor either at his usual domicile or by being addressed to him at Quebec by mail shall be deemed legally served.

12th. If, at any time, it may appear to the engineer that the security of the work is endangered or the peace of the neighbourhood is likely to be disturbed or any other difficulty likely to arise by the reason of the men being left unpaid, the company may pay any arrears of wages so far as they may ascertain the same as a payment on account of the contract.

13th. The contractor shall perform and execute all work required to be performed under the contract in a good, faithful, substantial and workmanlike manner, and in strict accordance with the plans and specifications thereof, and with such instructions and additional plans as may be from time to time given by the engineer; and shall be under the direction and constant supervision of such assistant engineers and inspectors as may be appointed. All the works are to be executed and materials supplied to the engineer's entire satisfaction.

14th. Should any difference arise between the company's engineer and the contractor as to the meaning of specifications, conditions or plans or contract, as to anything arising out of any of them, or as to any rights of any of the parties under any of them, the same is to be decided by the consulting engineer for the time being, who is to be the sole judge thereof, and whose decision thereon is to be final and binding on all the parties and is not to be subject to any appeal or petition or legal adjudication of any kind. The powers of the consulting engineer above given extend to all questions as to the meaning of the specifications, conditions, plans or contract or as to points not provided for or not sufficiently explained in any of them, or as to the quantity or quality of work or material or as to the right of the contractor to any moneys, stock or bonds. But this enumeration of some of the powers of the consulting engineer is not to be read as having the effect of, in any wise, limiting or contracting the powers conferred upon him by the general language of this clause, and which powers are of such nature and extent as to enable him to investigate and adjudicate upon any and all differences and claims which may hereafter arise out of the said contract.

15th. The term "Engineer" made use of in the specifications and contract, means "The engineer in chief of the company" or some one of his assistants acting under his authority and instructions; and all instructions or directions, judgments or decisions given, or power exercised by any one acting for the engineer in chief, or under his authority, will be subject to his approval.

16th. Time shall be deemed to be of the essence of this contract.

The above is the supplementary conditions of contract mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J. Beemer, executed before Cy. Tessier, notary, at Quebec, on the seventh January, one thousand eight hundred and eighty-eight, to the original of which contract this schedule, called supplementary conditions of contract, prepared by A. L. Light, consulting engineer, undersigned, is remaining annexed.

A. L. LIGHT,
SIMON PETERS, Vice-president,
J. G. SCOTT, Secretary,
H. J. BEEMER,
CY. TESSIER, N. P

A true copy of the original remaining of record in my office.

CY. TESSIER, N. P.

QUEBEC AND LAKE ST. JOHN RAILWAY,

GENERAL SPECIFICATION FOR THE CONSTRUCTION OF THE WORK.

1. This specification refers to all works of construction and materials in making, building and equipping the railway and comprising clearing, close-cutting, grubbing, fencing, excavation, draining, ditching, foundation works, culverts, bridging, rails and fastenings, rolling stock, stations, workshops, sidings and all other works connected with the construction and completion of the line of railway to which the engineer may consider this specification to be applicable.

CLEARING, &c.

2. Where the railway passes through wooded sections, the land must be cleared to the width of fifty feet on each side of the entire line, or such greater or lesser width as the engineer may direct, and must be entirely completed before grading is begun. Clearing may, at first, be made only sixty-six feet wide or as much wider as the embankment may necessitate; and the contractor will be allowed until the completion of his contract to make them the full width of one hundred feet, so that he may thus be able to get the value of the wood on the extra width in so far only, however, as the company may have the right of property in such wood.

3. The clearing is to be done so that all the brush, logs and other loose materials within its limits shall be burned. In no case shall any of the brush or logs be cast back upon the adjacent timber lands; they must invariably be made into piles near the centre of the space to be cleared, and there entirely consumed; all brush or trees accidentally or otherwise thrown into adjacent woods, must be dragged out and burned. The land, when cleared, must be left in a clean condition and the contractor will be held responsible for all damage to crops and timber.

4. Where embankments are to form less than four feet and more than two feet in height, all the standing timber and stumps must be chopped close to the ground within the limits of the embankment and burned.

5. Where excavations do not exceed three feet in depth, or embankments two feet in height, all stumps must be grubbed out and, if possible, burnt; those that will not burn, must be carried beyond the limits of the cuttings and embankments, where directed, and there piled. Direction will be given at the proper time as to the extent of ground required to be cleared, close-cut and grubbed. The side-ditching and off-take drains must also be grubbed; no grubbing in borrowing pits will be allowed for in progress estimates.

FENCING.

The fence shall be strong and built of steel barbed-wire. There will be four lines of steel barbed-wire fastened to cedar posts 6 inches in diameter and eight feet long, set at least four feet in the ground and ten feet apart. The fence to be covered with a spruce batten or board 6 x 2 inches, which will cover the top of the post.

7. The farm gates will be strong, of an approved design and made according to directions.

8. The fencing to be thoroughly completed through all the cleared lands, and wherever it may be directed to be placed by the engineer.

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9. In wood land, the grading will be commenced after the clearing, close-cutting and grubbing is completed to the satisfaction of the engineer.

10. The width of embankment at sub-grade or formation-level, will be fifteen feet, the width of earth cuttings will not be less than 24 feet, and rock cuttings 20 feet. The slopes of earthwork will generally be made one and a half horizontal to one perpendicular. In rock-cuttings, the slopes will be, as a rule, one horizontal to four perpendicular. In cutting partly earth and partly rock, a berme of six feet shall be left on the surface of the rock. The widths, slopes and other dimensions above defined, may be varied by the engineer at any time, to suit circumstances.

11. The material to be placed in the embankment, must be approved by the engineer; and in places where the natural surface of the ground upon which the embankment is to rest is covered with vegetable matter which cannot be burned off in clearing, and which would in the opinion of the engineer impair the work, the same must be removed to his entire satisfaction, all sloping ground covered with pasture shall be deeply ploughed over the base of the embankments before the latter are commenced.

12. In level sections it will be necessary to excavate off-take ditches for considerable distances to the right or left of the line. These ditches will generally be required in the lowest ground. Ditches will also be taken down below the road-bed in wide cuttings for the purpose of perfect drainage. These and the off-take ditches must be of such widths and depths as required and directed. The sides shall be sloped one vertical to two horizontal, and the material shall be cast out so as to leave a berme of at least six feet between the deposit and the top of the slopes for the off-take ditches, and the material removed entirely from ditches in cuttings.

13. On the completion of the line cuttings, side ditches, as provided for in the bill of works, for the removal of surface water, shall be formed along each side of bottom of the slope, in cuttings according to directions to be given. Catch-water ditches shall also be formed some distance back from the top of the slopes, to exclude from the excavation any water flowing from the adjoining lands. The contractor shall also construct all other drains and ditches which the engineer may deem necessary for the perfect drainage of the railway and works.

14. All open ditches in cuttings or elsewhere, other than those referred to in clause twelve, and all excavations required for turning, making or changing water sources, and which must be executed as may from time to time be directed, will be measured up and valued in progress estimates as excavation according to its class; and all other excavations, side-ditches and borrowing pits or grading depot grounds, turn-outs or branches, and so much of foundation pits for culverts as are not under the level of the water, shall be considered as a necessary part of the excavation for the formation of a roadway and must be executed and the material deposited in the embankment according to the directions of the engineer and will be valued at the same rate per yard as the ordinary excavation, according to its class. In foundation pits where pumping or baling becomes necessary, all the excavations under water level shall be measured and reckoned at three times the prices of earth excavation in progress estimates.

15th. Excavation will be classed under two heads, viz: solid rock and earth, and will be valued in progress estimates according to the following definitions: 1st. All stones and boulders measuring more than fifteen cubic feet, and all solid rock, shall be termed solid rock excavations. 2nd. All other

excavations of whatever kind, with the exception of off-take ditches and deep ditches in wide cuttings, referred to in clause 12, shall be termed earth excavation. A reclassification can be made for builders en masse or hard pan when, in the opinion of the engineer, the work bears too heavily on the contractor and when the price of ordinary earth work does not give fair compensation for work done.

16. The schedule of values for these several classes of excavation shall be taken to include the whole cost of hauling, spreading, trimming slopes, &c., &c., in all cases.

17. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, so that on being trimmed they will stand at full dimensions specified in clause 10, or at such heights, levels, widths and forms as may be directed by the engineer, the upper surfaces of the banks to be rounded so as to throw off the water.

18. The whole of the grading shall be carefully formed to the levels given, and the road-way in cuttings shall invariably be rounded and left six inches lower at the side than on the centre lines. In rock cuttings it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations, whether in road-bed, cuttings, ditches, water channels, road-crossings, borrowing pits or elsewhere, must be deposited in such places as the engineer may direct. In cases where the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings, and from the side ditches, first, and afterwards from borrowing pits: but no material shall be so supplied without his concurrence, and not until the cuttings and ditches are completed. All borrowing pits shall, if required by the engineer, be dressed to a good shape and properly drained. Where material to make up embankments is taken from the sides of the embankment, a berme of at least 4 feet from bottom of slope of embankment and fence shall remain untouched, the slopes in all cases being left not less than $1\frac{1}{2}$ horizontal to one perpendicular. Borrowing pits shall be provided by the contractor at his own cost, and no allowance will be made for hauling from borrowing pits into embankment.

19. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the engineer may direct that the embankment be increased in width with the surplus material; and when this is done to his satisfaction, the remainder, if any, may be wasted, but in every case where either borrowing or wasting is resorted to, the materials must be taken and deposited as he may regulate and direct.

20. In case where walls or rip-rapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required; and all good building stone which may be found in rock excavations may, with the approval of the engineer, be preserved and piled along the side of the line as directed. But any material so found and used will not be valued twice, the quantity, if considerable, will form a deduction from the quantity of excavation as measured in the cutting.

21. Rip-rap work whenever required and ordered for the protection of slopes and embankments, must be well and carefully performed, in such manner and of such thickness as may be directed. It will be measured and valued by the cubic yard.

22. Roads constructed to and from any point on the line of railway for the convenience of the contractor, for the conveyance of material or otherwise,

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must be at his own risk, cost and charges, and he must pay for the use of the land for the rains.

23. Wherever the line is intersected by public or private roads, the contractor must keep open, at his own cost, convenient passing places; and he shall be held responsible for keeping all crossings during the progress of the work in such condition as will enable the public to use them with perfect safety, and such as will give rise to no just ground for complaint. The contractor will be held liable for any damages from negligence on his part or that of his men. At all public roads crossed on the level, the contractor will be required to put in two substantial cattle guards of wood of such dimensions as may be directed by the engineer. Also sign-boards similar to those used on the main line. Farm crossings must be made up of earth with large box culverts under them for the passage of water, or they may have to be on bents and stringers and planked. They must be built according to the directions of the engineer, and the timber used must be of a desirable kind and approved of him.

24. The contractor shall, before the whole work is finally accepted, finish up cuttings and embankments, and complete all drainage, dress and drain borrowing pits when required, dress slopes to the required angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

25. The measurement of quantities shall invariably be made in excavations, unless in special cases, if any, where this may be found impossible; in such cases, the engineer shall determine the quantities in embankment, after making all proper allowances, of which he shall be the judge.

26. The considerations stipulated in the contract must be understood to cover every contingency, the furnishing of all labour, material, power and plant, engines and rolling stock, the cost of furnishing up cuttings and embankments and drainage channels, the dressing and draining of borrowing pits when required, the dressing of slopes to the required angle, and the completing of everything connected with the grading of road-bed in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

TIMBER STRUCTURES.

27. Cattle guards and the superstructure of culverts must be built of good merchantable white pine or tamarack timber, free from large knots, splits or other defects and sawn to correct dimensions. The ties to be of sawn tamarack or pine.

The structure for the passage of steamers in banks twelve feet high or under will be built of good sound pine, tamarack or cedar timber, character and quality to be approved by the engineer; where the grading is light and where tamarack is scarce, spruce can be used at the direction of the company's engineer for culverts where embankments do not exceed three feet in height. When the size of steamers or other circumstances require the adoption of trestle work or pine bridging, the same shall be erected in the most substantial manner in accordance with the plans and specifications of the same to be furnished from time to time by the engineer and with material subject to his approval.

FOUNDATIONS.

28. Foundation pits must be sunk to such depths as the engineer may deem proper for the safety and permanency of the structure to be erected, and must in all cases be sunk to such depths as will prevent the structure being acted on by the frost; and the material excavated therefrom to be deposited in embankments, unless the engineer directs otherwise.

MASONRY.

29. In order to prevent delay in track-laying, it may be expedient to build temporary structures of timber before masonry is commenced or during its progress. If required, the contractor must do this work according to the engineer's directions, masonry culverts or dry drains to be used where embankments exceed twelve feet in height, except where steamers are large and require trestles or truss bridges.

30. The masonry shall not be started at any point before the foundation has been properly prepared nor until it has been examined and approved by the engineer nor until the contractor has provided a sufficient quantity of proper materials and plans to enable the work to be proceeded with regularly and systematically.

31. The stone used in all masonry on the line of railway must be of a durable character, large, well proportioned and well adapted for the construction of substantial and permanent structures.

32. Culvert masonry, whether of cement or dry, shall be built of good, sound, large flat bedded stones laid in horizontal beds. It may be known as second class masonry. The stones employed in this class of masonry will generally be not less in area of bed than three superficial feet, nor less than six inches, and they must be hammer-dressed so as to give good beds to half inch joints; all stones must be laid on their natural beds.

33rd. Headers shall be built in the wall, from front to back, at least one every five feet, in line of wall and frequently in the rise of wall. The minimum breadth of bed allowed for stretchers shall be twelve inches. In the large structures all stones must be heavier in proper portion. Every attention must be paid to produce a perfect bond and to give the whole a strong, neat, workmanlike finish, the vertical joints being dressed back from the face eight inches, and they must overlap 10 inches.

34th. The walls of the box culverts will be finished with stones the full thickness of wall and the covers will be fifteen inches thick or more according to the span; they must have a bearing of at least twelve inches on each wall, and must be punched on their side bearings and fitted sufficiently close together to entirely prevent the earth from falling through.

35th. The bottoms of culverts will be paved with stones set on edge, to a moderately even face, packed solid. The paving will be from two to sixteen inches deep.

36th. Masonry shall be formed dry or laid in Portland cement mortar as circumstances may determine. In dry masonry special regard must be paid to the stone being massive and well proportioned.

37th. Mortar shall be of hydraulic Portland cement.

38th. The Portland cement must be fresh ground, of the brands to be approved by the engineer, and it must be delivered on the ground, and kept, till used, in good order. Before being used, satisfactory proof must be

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afforded the engineer of its hydraulic properties, as no inferior cement will be allowed.

39th. The Portland cement must be thoroughly incorporated with approved proportions of clean, large-grained, sharp sand. The general proportions may be one part of cement to two parts of sand, but this may be varied. Mortar will only be made as required and it must be prepared and used under the immediate direction and to the satisfaction of an inspector by contractor's men, failing which, the inspector may employ other men to prepare the mortar, and any expense incurred thereby shall be borne by the contractor. Grout shall be formed by adding a sufficient quantity of water to well-tempered and well-proportioned mortar.

40th. When mortar is used, every stone must be set in a full bed and beaten solid; the vertical joints must be flushed up solid, and every course must be perfectly level and thoroughly grouted.

41st. All masonry must be neatly and skilfully pointed, but if done out of season, or if from any other cause it may require repointing before the expiration of the contract, the contractor must make good and complete the same at his own cost. Work left unfinished in the autumn must be properly protected during the winter by the contractor, at his risk and cost.

42nd. After the masonry of a structure has been completed for a period of four or five weeks, the formation of the embankment around it may be proceeded with. The earth must be carefully punned in thin layers around the walls and in this manner the filling must be carried on simultaneously on both sides. The contractor must be extremely careful in forming the embankments around culverts as he will be held liable for any damages to the structures that may arise. The punning must be carefully attended to, and the whole filling must invariably be done in uniform courses from the bottom to the top of the embankment without loading one side of the masonry more than another.

The above is one of the specifications mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J. Beemer, before Cy. Tessier, notary, at Quebec, on the 7th of January, eighteen hundred and eighty-eight, to the original of which contract this is remaining annexed.

A. L. LIGHT,
SIMON PETERS,
Vice-President.

J. G. SCOTT,
Secretary.

H. J. BEEMER,
CY. TESSIER, N.P.

A true copy of the original remaining of record in my office.

CY. TESSIER, N.P.

GENERAL SPECIFICATION FOR TRACK LAYING, BALLASTING, RAILS, BUILDINGS AND EQUIPMENT.

This work will be done directly under the orders of the company's track-master.

1st. The work of track laying and ballasting will embrace all engines, cars and plant, and all labour and tools required for loading, unloading and distributing rails, joint fastenings, spikes, points and crossings and sleepers or cross

ties ; laying, lifting, centreing, lining and surfacing the track, also for making road to ballast pits and laying all service tracks ; for getting, loading, handling and unloading the ballast, placing the same on the road-bed and trimming it up.

TRACK LAYING.

2nd. The rails shall be laid to a gauge of 4 feet 8½ inches clear between the rails, and they shall be well and carefully fastened at the joints, special care must be taken at points and crossings to have the rails laid to a tight gauge, the rails must be full spiked, and on curves the outer rails shall be elevated. The rails shall be handled with great care, and before being run over by either engines or cars they shall be full sleepered and surfaced ; every precaution shall be taken to prevent them getting bent during the progress of the ballasting. Upon all curves the rails must be properly bent and fitted to templates of the required curvature. Before being laid on all portions of the work the rails will be laid, unless otherwise directed by the engineer, broken joints, the ends of opposite rails shall not rest on the same tie, but one half the length of the rail either back or forward. The contractor will be held responsible for any bending, injury to or breakage of the rails until the final acceptance of his work, and the damage, if any, to the rails will be established by the engineer and the amount will be deducted from the amount of his contract. The rails, fastenings and the track laying will be entirely under the control of the engineer.

3rd. The sleepers or cross-ties must be of sound tamarack, hemlock or cedar timber, but not over twenty-five per cent. to be cedar, smoothly hewn, free from all score hacks, and chopped or sawn square at the ends, 8 feet long, flatted on two opposite sides to a uniform thickness of six inches, the flatted surface being not less than six inches on either side at the small end. They must be placed as near as possible at uniform distances apart, of two feet centres, and at right angles to the rails. "Joint sleepers" must have both upper and under surface bearing, at their smallest end, of at least 10 inches.

4th. The contractor shall lay all sidings complete, embracing wing and jack-rails, head blocks, switch and signal frames, lamps and gearing, and he shall remove from the track and straighten all bent and damaged rails, and make good all injuries done before the works are finally accepted, and further he will be held responsible for all materials provided him, and give a receipt for the same upon taking delivery. Track laying shall include the supplying, furnishing and laying plank, including spikes for the same, on public and private road-crossings, distributing rails, rail-fastenings, spikes, points and crossings, ties, laying the same on main track and sidings and centreing, lining and surfacing ; track laying will be paid for the lineal mile 5,280 feet.

BALLASTING.

5th. The land for ballast-pits and approaches thereto will be furnished by the contractor and be approved of by the engineer ; in selecting land for the purpose, a preference will always be given to those points where the best materials can be procured, having due regard to the convenience of the contractor. During the working of any pit, should the material be found unfit for ballasting, the engineer shall have power to compel the contractor to close such pit and open others.

6th. The surface of ballast-pits shall be stripped of soil where such exists, and no material whatever shall be placed on the road-bed but good clean

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gravel, free from earth, clay, loam, or loamy sand. No large stone shall be allowed. The maximum size of gravel must not be greater in diameter than three inches. The track must be raised so that there will be an averaged depth of six inches beneath the sleepers, and the ballast must be well beaten and packed under and around them. As the raising proceeds, the end of the lift shall extend over not less than three rails lengths, and before trains are allowed to pass over the inclined portion of track, it must be made sufficiently solid to prevent bending the rails or twisting the rail-joints. After the lift, the track shall be centred, lined, topped, surfaced and trimmed off to a proper form and width.

7th. In wet cuttings or where the foundations are too much affected by frost or water, the engineer shall have power to direct a greater thickness of ballast should it be deemed necessary.

8th. The contractor shall keep all public and private road-crossings in a safe and serviceable condition during the progress of the work, leaving them well and properly planked inside and outside of the rails, and gravelled to a depth of at least ten inches for a distance of fifty feet on both sides of the track.

9th. The track shall be left by the contractor with everything complete and well surfaced. The ballast shall be dressed off to the form required, and the whole shall be executed according to the directions and to the approval of the engineer or other officer duly appointed.

10th. The contractor shall be paid in progress estimates by the cubic yard for all ballast put into track, the measurement to be made in the pit or excavation, and the price per cubic yard to cover the cost of laying tracks to the pit, stripping the ground, excavating, handling, hauling, putting the ballast on the road-bed, and neatly trimming it off to the proper form.

11th. The rails shall be of the best English steel, 56 pounds per yard, inspected during and after manufacture, and approved by L. P. Sandberg, with half angle and half plain fish-plates, specification and brand to be subject to the approval of the engineer, as well as the bolts and spikes required.

13th. All bridges over 60 feet span shall be of iron or steel, except on the branches otherwise specified in clause 4th of the contract, and all spans 60 feet and under may be of wood. All bridges shall be adapted to carry "consolidation engines." Spans 60 feet or under may rest on pine or tamarack or cedar abutments. Plans, specifications and tests to be subject to the approval of the engineer. Bridges shall be painted with fire-proof paint, which shall be renewed until completion of road as often as engineer may direct.

14th. A telegraph line to be built along the whole length of the railway in a solid and substantial manner, with heavy cedar poles and with the necessary instruments at all stations. The line to be built in such a manner as to conform to the terms of the company's contract with the Montreal Telegraph Company, who furnish the wire and stretch and plant the poles.

15th. Sidings to the extent of five per cent. of the whole length of the railway to be furnished by the contractor where directed.

The above is one of the specifications mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J.

A. L. LIGHT,
SIMON PETERS,
Vice-President.

J. G. SCOTT,
Secretary.

H. J. BEEMER,
CY. TESSIER,
Notary Public.

A true copy of the original remaining of record in my office.

CY. TESSIER,
Notary Public.

The schedule applies to the Chicoutimi Extension and to all branches.
Schedule of values which will be assigned to the following work in the making up of the progress estimates alluded to in contract to which this is annexed and for the purpose only of ascertaining the proportionate value of such works as may be executed by the contractor from time to time.

Prices at which the following works will be executed if ordered; and it is agreed that they will be subject to all the conditions of, and form part of the contract.

No.	1. Excavation in foundation, put into embankment, per cubic yd.....	0 40
	2. Ditching in cuttings below formation, per cubic yd. Earth	0 30
	" " " Rock	1 60
	3. Off-take drains, per cubic yd.....	0 25
	4. Public road crossings, each both sides	100 00
	5. Second class masonry, in Portland cement, per cubic yd.	8 00
	" " Canadian cement, per cubic yd	3 50
	6. Dry retaining walls, per cubic yd.....	80 00
	7. Pine timber in beam culverts superstructures, per M.B.M., including workmanship.....	15 00
	8. Flatted timber in foundations, per M.B.M., including workmanship.....	18 00
	9. Planks in foundations, per M.B.M., including workmanship.....	4 00
	10. Paving in culverts, per cubic yd., in cement	2 00
	11. Riprap in and around foundations, per cubic yd.....	2 00
	12. Riprap of slopes, per cubic yd.....	1 00
	13. Boulders instead of culverts, placed in position, per cubic yd.....	20
	14. Fine hand laid spruce brush and poles 1 foot thick, per square yard.....	
	15. Piles driven, including timber not less than 10 inches top end, (part driven in ground only to measure) per lineal foot, including timber, part in ground.....	25
	do above.....	

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16. Square merchantable pine timber in bridges, trestles or other structures, including workmanship, per M.B.M., superstructure of truss bridges not included.....	35 00
17. Squared merchantable spruce timber in bridges, trestles or other structures, including workmanship, per M.B.M	25 00
18. Squared merchantable tamarack timber in bridges, trestles or other structures, including workmanship, per M.B.M	30 00
19. Refined wrought iron structures, including workmanship, per lb.....	0 10
20. Approved cast iron in structures, including workmanship, per lb.....	0 06
21. Hydraulic concrete. per cubic yd.....	9 00
22. Best Portland hydraulic cement, delivered on the works, per barrel.....	4 00
23. Tamarack ties 8x6x6 at narrowest part of face, per 100..	25 00
24. Hemlock ties 8x6x6 per 100.....	25 00
25. Approved ballast, including lifting, lining, &c., if found on contract, including haul, per cubic yd.....	30
26. Extra haul on earth, gravel, rock, or riprap, beyond limits of contract, for every additional mile, per cubic yd.....	0 02
27. Laying in points and crossings, per set, including timber	80 00

And in case this tender shall be accepted, the undersigned hold
 sel ready to enter into contract for the due execution
 and completion of the work, or so much thereof as may be required, and to
 comply with the 28th clause of the contract with regard to the money
 deposited; and offer as sureties for the carrying out of all the conditions, as
 well as for the due fulfilment of the contract, the two persons who have signed
 their names to this tender for that purpose.

Actual signatures,
 Occupations and residences }
 of parties tendering.

Signatures and residences of securities.

Dated at the day of 188 .

This is the schedule of values mentioned in a certain contract between
 the Quebec and Lake St. John Railway Company and Horace J. Beemer,
 before Cy. Tessier, notary, at Quebec, on the seventh of January, eighteen
 hundred and eighty eight, to the original of which contract this schedule
 in remaining annexed.

A. L. LIGHT, Consulting Engineer.
 SIMON PETERS, Vice President.
 J. G. SCOTT, Secretary.
 H. J. BEEMER,
 CY. TESSIER, Notary Public.

True Copy.
 Cy. TESSIER, Notary Public.

SCHEDULE C.

QUEBEC.

Memorandum of office expenses, engineering, &c., to be paid by Mr. H. J. Beemer, during the term of his contract:—

Secretary	\$1,500
Chief Engineer.....	1,000
Consulting Engineer.....	1,000
Proportion of, say, $\frac{1}{3}$ of Clerk's salary.....	600
Proportion of Attorney, say.....	100
Proportion of office rent, stationery, say.....	300
Shorthand copyist.....	500
Draughtsmen	1,000
	\$6,000

This is the schedule "C," mentioned in and annexed to the original of a certain contract between H. J. Beemer, Esquire, and the Quebec and Lake St. John Railway Company, executed at Quebec on the 7th January, 1888, before Cy. Tessier, Notary.

A. L. LIGHT, Consulting Engineer.
SIMON PETERS, Vice President.
J. G. SCOTT, Secretary.
H. J. BEEMER.
CY. TESSIER, N. P.

True Copy,
CY. TESSIER, N. P.

SCHEDULE A.

VALUE and approximate quantities of work to be done and executed on contract extending from Pointe aux Trembles Junction to Chicoutimi and St. Alphonse, an assumed distance of 34 miles, with sidings not extending five (5) miles.

Quantities.	Description.	Rate.	Amount.	Total.
		\$ cts.	\$ cts.	\$ cts.
630	Acres, clearing and grubbing	63 00	39,690 00	
1,170,000	Cub. earth ex	0 30	351,000 00	
60,000	" rock	1 60	96,000 00	
6,000	" 1st class masonry	10 00	60,000 00	
7,000	" 2nd "	7 00	49,000 00	
192,000	Ties, tamarack, cedar and hemlock	0 25	48,000 00	
64	Miles wire fence	896 00	57,344 00	
64	" wood culverts and cattle guards.	250 00	16,000 00	
1,000	Lin. ft. steel bridges	70 00	70,000 00	
600	" wood	25 00	15,000 00	
700	Farm crossings.....	20 00	14,000 00	
				816,034 00
<i>Rails and Fastenings.</i>				
6,072	Tons steel rails (including sidings).....	28 00	170,016 00	
114,000	Lbs. spikes.....	03½	14,490 00	
154,660	" bolts and nuts	04	6,182 40	
345	Tons fish plates.....	28 00	9,660 00	
				200,348 40

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VALUE and approximate quantities of work to be done and executed on contract extending from Pointe aux Trembles Junction to Chicoutimi and St. Alphonse, &c.—*Concluded.*

Quantities.	Description.	Rate.	Amount.	Total.
	<i>Track-laying.</i>	\$ cts.	\$ cts.	\$ cts.
69 Miles track-laying		225 00	15,525 00	15,525 00
	<i>Ballasting.</i>			
207,000 Cubic yards ballast		0 30	62,100 00	62,100 00
	<i>Telegraph.</i>			
64 Miles (telegraph company to build)		0 50	3,200 00	3,200 00
	<i>Station Buildings.</i>			
2 Stations		2,500 00	5,000 00	
5 "		1,800 00	9,000 00	14,000 00
	<i>Rolling Stock.</i>			1,111,297 40
6 Locomotives		12,000 00	72,000 00	
2 First class passenger cars		4,500 00	9,000 00	
2 Sec. id class "		3,500 00	7,000 00	
1 Sleeper		6,000 00	6,000 00	
34 Box cars		550 00	19,040 00	
8 Cattle cars		550 00	4,480 00	
2 Baggage, express and mail		2,000 00	4,000 00	
1 Conductor van		600 00	600 00	
70 Flat cars		480 00	32,200 00	
3 Snow ploughs		2,000 00	6,000 00	
12 Hand cars		60 00	480 00	
	<i>Tanks for Water Service.</i>			160,800 00
4 Tanks		2,000 00	8,000 00	
	<i>Work shops, &c., &c.</i>			
	Frame repair shop with tools, wooden engine house, hand car houses and sheds, turntables, &c.			17,000 00
	<i>Engineering.</i>			
64 Miles engineering and location		500 00		32,000 00
1 Steamboat			15,000 00	
	Wharves and lights at Roberval, St. Prime, Mistassini, Peribonca, Rivière à la Pipe Discharge and Metabetchouan		35,000 00	50,000 00
	<i>Contingencies.</i>			
	To cover right of way, terminal lands and other station grounds, omissions and other works and expenses that may arise and which are not entirely covered by schedule, and for reclassification of materials referred to in contract			119,988 00
				1,498,995 00

SCHEDULE of value and approximate quantities of work to be done and executed on contract No....., a branch extending from the Main Line to La Tuque, an assumed distance of 80 miles.

Quantities.	Description of Work.	Rate.	Amount.	Total.
		\$ cts.	\$ cts.	\$ cts.
360	Acres, clearing and grubbing.....	63 00	22,680 00	
540,000	Cub. yards earth ex.....	0 30	162,000 00	
60,000	" " rock ex.....	1 60	96,000 00	
1,600	" " 1st class masonry.....	0 25	21,000 00	
84,000	Ties.....	250 00	7,500 00	
30	Miles wooden culverts.....	40 00	16,000 00	
400	L. ft. wooden truss bridges.....	15 00	4,500 00	
300	" " trestle.....			345,680 00
<i>Rails and Fastenings.</i>				
2,728	Tons rails 56 lbs. (including siding).....	28 00	76,384 00	
180,000	Lbs. spikes.....	0 34	6,300 00	
67,200	" bolts and nuts.....	0 24	2,688 00	
150	Tons fish plates.....	28 00	4,200 00	89,572 00
<i>Track-laying.</i>				
31	Miles track-laying.....	225 00	6,975 00	6,975 00
<i>Ballasting.</i>				
90,000	Cub yards ballast.....	0 30	27,000 00	27,000 00
<i>Telegraph Line.</i>				
30	Miles tel. line (Tel. Co. to build).....	0 50	1,500 00	1,500 00
<i>Station Buildings, &c.</i>				
3	Stations with sheds and engine house, includes car-shops and machinery.....		10,000 00	
2	Turntables.....	1,500 00	3,000 00	13,000 00
<i>Water Service.</i>				
2	Tanks.....	2,000 00		4,000 00
				8487,727 00
<i>Rolling Stock.</i>				
2	Locomotives.....	12,000 00	24,000 00	
1	1st and 2nd class passenger car.....	4,500 00	4,500 00	
4	Box cars.....	500 00	2,240 00	
1	Baggage car.....	2,000 00	2,000 00	
40	Platform cars.....	460 00	18,400 00	
5	Hand cars.....	60 00	300 00	
2	Flanger and plough.....	2,000 00	4,000 00	
1	Conductor's van.....	600 00	600 00	56,040 00
<i>Engineering.</i>				
30	Miles engineering and location.....	500 00	10,000 00	15,000 00
	Steamboat for St. Maurice.....			
	Wharves at La Tuque and Piles, beacons and lights and car shop at junction.....		5,000 00	15,000 00
<i>Contingencies.</i>				
To cover right of way, terminal lands and other station grounds, omissions and any other work and expenses that may arise and which are not entirely covered by the schedule and for reclassification of material referred to in contract.....				50,501 00
				\$624,358 00

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SCHEDULE of value and approximate quantities of work to be done and executed on contract No. , extending from Roberval to St. Prime, an assumed distance, of 12 miles.

Quantities.	Description of Work.	Rate.	Amount.	Total.
		\$ cts.	\$ cts.	\$ cts.
40	Acres clearing and grubbing.....	63 00	2,520 00	
217,000	Cubic yards earth excavation.....	0 30	64,100 00	
8,000	" " rock.....	1 60	12,800 00	
800	" " 1st class masonry.....	10 00	8,000 00	
40,000	Ties, tamarac, cedar and hemlock.....	0 25	10,000 00	
140	Farm crossings.....	20 00	2,800 00	
12	Miles wire fence.....	883 60	10,752 00	
200	Lineal feet wooden truss bridge.....	40 00	8,000 00	
500	" " trestles.....	15 00	7,500 00	
12	Miles wooden culverts.....	250 00	3,000 00	
	<i>Rails and Fittings (Including Sidings.)</i>			129,472 00
1,156	Tons steel rails, 56 lbs.....	28 00	32,368 00	
78,000	Lbs. spikes.....	0 034	2,730 00	
26,880	Lbs. bolts and nuts.....	0 04	1,075 20	
59	Tons fish plates.....	28 00	1,652 00	
	<i>Track-laying.</i>			37,825 00
12	Miles track-laying.....	225 00	2,700 00	2,700 00
	<i>Ballasting.</i>			
38,000	Cubic yards ballasting.....	0 30	11,400 00	11,400 00
	<i>Telegraph Lines.</i>			
12	Miles telegraph (Tel. Co. to build.).....	50 00	600 00	600 00
	<i>Station Buildings.</i>			
2	Stations and engine sheds, etc.....	10,000 00	10,000 00	
1	Turntable.....	1,500 00	1,500 00	
1	Tank.....	2,000 00	2,000 00	13,500 00
	<i>Engineering.</i>			
12	Miles engineering and location.....	250 00		3,000 00
	<i>Rolling Stock.</i>			
1	Second class car.....	3,500 00	3,500 00	
2	Box cars.....	560 00	1,120 00	
1	Hand car.....	60 00	60 00	
10	Platform cars.....	460 00	4,600 00	
2	Cattle cars.....	560 00	1,120 00	10,400 00
	<i>Contingencies.</i>			
	To cover right of way, terminal lands and other station grounds, omissions, and any other works and expenses that may arise and which are not entirely carried by schedule and for reclassification of materials referred to in contract.....			17,230 00
				\$226,127 00

SCHEDULE of value and approximate quantities of work to be done and executed on Contract No. , a branch from the main line at St. Gabriel Station to the River aux Pins settlement, a distance of ten miles.

Quantities.	Description of Work.	Rate.	Amount.	Total.
		\$ cts.	\$ cts.	\$ cts.
43½	Acres, clearing and grubbing.....	63 00	2,724 75	
100,000	Cubic yards earth excavation.....	0 30	30,000 00	
3,000	" " rock ".....	1 00	4,800 00	
30,000	Ties.....	0 25	7,500 00	
10	Miles wooden culverts.....	250 00	2,500 00	
10	" " fencing.....	800 00	8,000 00	
300	C. F. pile trestle.....	15 00	4,500 00	
2,000	Cubic yards rip-rap.....	2 00	4,000 00	
				64,984 75
<i>Rails and Fastenings.</i>				
968	Tons rails 56 lbs.....	28 00	27,104 00	
50	" " fish plates.....	28 00	1,400 00	
70,000	Lbs. spikes.....	0 3½	2,450 00	
22,400	Bolts.....	0 4	896 00	
				31,850 00
<i>Track laying.</i>				
10	Miles track-laying.....	225 00	2,250 00	2,250 00
<i>Ballasting.</i>				
20,000	Cubic yards ballast.....	0 30	6,000 00	6,000 00
<i>Telegraph Line.</i>				
10	Miles telegraph (Tel. Co. to build).....	50 00	500 00	500 00
50	Farm crossings.....	20 00	1,000 00	1,000 00
<i>Station Buildings, &c.</i>				
	Stations with sheds, engine house and turntable.....		5,000 00	5,000 00
<i>Water Service.</i>				
1	Tank.....		2,000 00	2,000 00
<i>Engineering.</i>				
				133,584 75
10	Miles engineering and location survey.....			5,000 00
<i>Rolling Stock.</i>				
1	Locomotive.....	12,000 00	12,000 00	
2	1st and 2nd class cars.....	4,500 00	9,000 00	
10	Platform cars.....	400 00	4,000 00	
2	Hand cars.....	60 00	120 00	
				25,720 00
<i>Contingencies.</i>				
	To cover right of way terminal lands, and other station grounds, omissions and any other works and expense that may arise and which are not entirely covered by schedule and for reclassification of materials referred to in contract.....			151,519 75

NOTE. —It is to be understood that this estimate is made for the purpose of arriving at the value of work done, that the above quantities are only approximate, and that any increase thereof or any omissions in the above estimate should not in any way affect the obligation of the contractor to do and furnish everything necessary for the entire completion of the railway, nor shall the above approximate quantities in any way bind the contractor to do more work than the contract and specification provide for.

Edgar versus Caron.

Division of Schedule of values of different descriptions of works to be done
for facility in reference.

PARTICULARS.	Miles.	Total.	Per mile.
Road-bed and masonry	116	\$1,356,171	\$11,691
Rails and fastenings.....	116	359,595	3,100
Bridging, track-laying and ballasting.....	116	133,950	1,155
Telegraph, sidings, stations, workshops, water service and engineering.....	116	138,300	1,192
Rolling stock.....	116	252,960	2,181
Contingencies.....	116	195,024	1,681
		\$2,436,000	\$21,000
Steam-boats, wharves, lights, &c.		65,000	
		\$2,501,000	

NOTE.—In addition to this the contractor agrees to supply one 1st class car, twenty-three box cars, eighty flat cars. See clause 8.

The four schedules preceding and the notes on the other side of this sheet form and are the schedule "A" mentioned in a certain contract between the Quebec and Lake St. John Railway Company and Horace J. Beemer, before C. Tessier, Notary, at Quebec, on the seventh of January, eighteen hundred and eighty-eight, to the original of which contract this schedule "A" is remaining annexed.

A. L. LIGHT,
Consulting Engineer.

SIMON PETERS,
Vice-President.

J. G. SCOTT,
Secretary.

H. J. BEEMER,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office.

CY. TESSIER, N. P.

Exhibit "JS" 5, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THE THIRTIETH day of June, in the year one thousand eight hundred and seventy-nine,

BEFORE me, the undersigned public notary, duly commissioned and sworn, and residing at the city of Quebec, in the province of Quebec, personally came and appeared "The Quebec and Lake St. John Railway Lumbering and Trading Company," incorporated under letters patent, of Quebec, Canada, of the first part ;

AND WILLIAM H. STEVENSON, of Buckingham, Ottawa, in the province of Quebec, contractor, and hereinafter called the contractor, of the second part ;

WHICH SAID PARTIES hereby covenant and agree together as follows: that in consideration of the covenants and agreements hereinafter contained, the contractor covenants and agrees with the said company, parties of the first part, as follows:—

1st. In this contract the word "work" or "works" shall, unless the contents require a different meaning, mean the whole of the work, and the materials and things required to be done, furnished and performed by the contractor under this contract. The word engineer shall mean the chief engineer of the company for the time being, having control over the work, and shall extend to and include any of his assistants acting under his instructions, and all instructions or directions or certificates given or decisions made by any one acting for the engineer shall be subject to his approval and may be cancelled, altered, modified and changed, as to him may see fit. The engineer will be bound to submit any alterations or changes to the Board of Directors.

2nd. All covenants and agreements herein contained shall be binding on and extend to the executors and administrators of the contractor, and shall extend to and be binding upon the successors of the company, and wherever in that contract "The Company" is referred to, such reference shall include their successors, and wherever the contractor is referred to, such reference shall include his executors and administrators.

3rd. That the contractor will, at his own expense, provide all and every kind of labour, machinery and other plant, materials, articles and things whatsoever necessary for the due execution and completion of all and every of the works set out or referred to in the general specifications, with the exception of locomotives and cars now in the hands of the company, said specifications hereunto annexed and marked "A," and set out and referred to in the plans and drawings prepared and to be prepared for the purpose of the work and in accordance with the printed memorandum or explanatory notes herewith annexed, dated 1st of May, 1879, marked "B," and will execute and fully complete the respective portions of such works and deliver the same completed to the parties of the first part, on or before the first day of December, eighteen hundred and seventy-nine. The said work to be constructed of the best materials of their several kinds, and finished in the best and most workmanlike manner, in the manner required by, and in strict conformity with the said specifications and drawings which may from time to time be furnished—(which said specifications and memorandum are hereby declared to be part of this contract)—and to the complete satisfaction of the chief engineer for the time being, having control over the work.

4th. The aforesaid specification and memorandum and the accepted tender herewith annexed marked "C," also the several parts of this contract, shall be taken together to explain each other and to make the whole consistent, and if it be found that anything has been omitted or misstated which is necessary for the proper performance and completion of any part of the work contemplated, the contractor will, at his own expense, execute the same as if it had been properly described and the decision of the engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to or deviation from the works hereby contracted for. It is further agreed and understood that in case any alterations are made in the location of the line or road or in the construction of such part thereof which will increase the cost to the said contractor either in grading, bridging or length of line, &c., &c., the said contractor shall be paid

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such additional cost *pro rata* with the schedule attached to the contract marked D, and if there are no prices in the schedule the price shall be fixed by the chief engineer, and in case of any decrease of the cost of construction consequent on any such change of line, a corresponding deduction shall be made by the said contractor as per schedule rates.

5th. That all the clauses of this contract shall apply to any changes, additions or deviations in like manner and to the same extent as to the works at present projected, and no changes, additions, deviations or variations shall annul or invalidate this contract.

6th. That the engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or material or as to the meaning or intention of this contract, and the plans, specifications and drawings shall be final, and no works or extra or additional works or changes shall be deemed to have been executed, nor shall the contractor be entitled to payment for the same unless the same shall have been executed to the satisfaction of the engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the contractor to be paid therefor.

7th. It is hereby distinctly understood and agreed that the respective portions of the works set out or referred to in the list or schedule of prices to be paid for the different kinds of works include not merely the particular kind of work or materials mentioned in the said list or schedule, but also all and every kind of work, labour, tools and plant, materials and things whatsoever necessary for the full execution and completing ready for use of the respective portions of the works to the satisfaction of the engineer: And in case of dispute as to what work, labour, materials, tools and plant are or are not so included the decision of the engineer shall be final and conclusive.

8th. A competent foreman is to be kept on the ground by the contractor, dividing all the working hours to receive the orders of the engineer, and should the person so appointed be deemed by the engineer incompetent or conduct himself improperly, he may be discharged by the engineer, and another shall at once be appointed in his place; such foreman shall be considered as the lawful representative of the contractor, and shall have full power to carry out all requisitions and instructions of the said engineer.

9th. In case any material or other things, in the opinion of the engineer, not in accordance with the said several parts of their contract, or not sufficiently sound or otherwise unsuitable for the respective works, be used for or brought to the intended works or any part thereof, or in case any work be improperly executed, the engineer may require the contractor to remove the same, and to provide proper material or other things, or properly re-execute the work as the case may be, and thereupon the contractor shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the engineer may cause such material or other things, or such work to be removed.

10th. That if at any time it should appear from the reports of the chief engineer and to the satisfaction of the company that the contractors are not prosecuting the work with sufficient force or diligence to secure its completion by the time above specified, the company will have the right to annul and put an end to the contract, and to take possession of the works without any litigation or legal process, within forty-eight hours after having notified the contractors by notarial protest, served either at the office of the contractor, at Quebec, or deposited in the post office to the address of the said contractor.

11th. The contractor shall be at the risk of, and shall bear all loss or damage whatsoever, from whatsoever cause arising, which may occur to the works or any of them, until the same be fully and finally completed and delivered up to and accepted by the said chief engineer for the time being, and if any such loss or damage occur before such final completion, delivery and acceptance, the contractor shall immediately, at his own expense, repair, restore and re-execute the work so damaged, so that the whole works or the respective parts thereof may be completed within the time hereby limited.

12th. The contractor shall not have or make any claim or demand, or bring any action or suit or petition against the company for any damage which he may sustain by reason of any delay in the progress of the work arising from the acts of any of the company's agents, and it is agreed that in the event of any such delay, the contractor shall have such further time for the completion of the works as may be considered necessary by the chief engineer for the time being.

13th. The contractor shall not make any assignment of this contract or any such contract for the execution of any of the works hereby contracted for unless consented to on the part of the company, and in any event no such assignment or sub-contract, even though consented to, shall exonerate the contractor from liability under this contract, for the due performance of all the work hereby contracted for.

14th. Time shall be deemed to be of the essence of this contract.

15th. The contractor shall be responsible for all damages claimable by any person or corporation whatsoever in respect of any injury to persons or to lands, buildings, ships or other property, or in respect of any infringement of any right whatsoever, occasioned by the performance of the said works or by any neglect or misfeasance or non-misfeasance on his part, and shall and will at his own expense make such temporary provisions as may be necessary for the protection of persons or lands, buildings, ships or other property or for the uninterrupted enjoyment of all rights of persons or corporations in and during the performance of the said works.

16th. The contractor will protect and will not remove or destroy or permit to be removed or destroyed the stakes, buoys and other marks placed on or about the said works by the engineers of the works and shall furnish the necessary assistance to correct or replace any stake or mark which through any cause may have been removed or destroyed.

17th. Any notice or other communication mentioned in this contract to be notified or given to the contractor shall be deemed to be well and sufficiently notified or given if the same be left at the contractor's office or mailed in any post office to the contractor or foreman, addressed to the address mentioned in this contract, or to the contractor's last known place of business.

18th. The contractor binds himself to take all the timber which was made by the company in the year eighteen hundred and seventy-six for culverts and other works at a valuation and to be accepted by the engineer, also to take Hulbert's plant in the possession of John Ross, Esq., at a valuation to be stated by the said John Ross; also to receive country labour in payment for country subscriptions if parties are willing to work (say to the extent of \$7,000) said labour to be accepted if offered at current rates and said labour to be charged monthly as performed; also to load and distribute telegraph poles, to take rails from the steamers if not discharged at any of the wharves named, but not above Allan's wharf, or from the steamers in the river, but not responsible for accidents to batteaux; wharfage to be free, but should the contractor find it more

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advantageous to bring them to the wharf, then he is to pay wharfage, to take what fence boards the company can furnish at six dollars per one thousand feet (\$6.00 per 1,000 feet). Also to return the engines and rolling stock in good working order less reasonable wear and tear.

The company will have the power of dismissing the locomotive drivers for incompetency or misconduct. The company bind themselves to arrange with the Quebec, Montreal, Occidental and Ottawa Railway Company for right of way on their road at the cost of the contractor. And the said company, parties of the first part, in consideration of the premises, hereby covenant with the contractor and in respect of the works hereby contracted for and in the manner set out in the contractor's tender for section one and section two (section 1 and section 2) and hereto annexed together with explanatory notes, the total contract amount for section No. 1 being sixty-two thousand nine hundred and seven dollars and twenty-five cents and the total contract amount for section No. 2 being sixteen thousand eight hundred and seventy-eight dollars and eighty cents. Payments to be made monthly, less ten per cent. off to be retained until completion of contract and, upon completion, all securities to be returned as further explained in the explanatory notes.

And to this contract personally appeared James Worthington, of the city of Montreal, gentlemen, herein represented by his duly authorized attorney, James Isbester, and James Isbester, of the city of Ottawa, contractor, who did and do hereby voluntarily become the sureties of the said contractor, party of the second part, to and in favour of the said company, parties of the first part, for the fulfilment and carrying out of the present contract, and in so doing do bind themselves and each of them jointly and severally one for the other each for the whole that the said contractor shall and will from time to time and at all times well and truly perform, keep and abide by all and singular the covenants, agreements and conditions contained herein, and further agree that all the rights, privileges and powers which may by virtue of this contract be exercised by or on behalf of the said company or by the engineer or engineers or other persons mentioned, may be so exercised without notice to the said sureties.

DONE AND EXECUTED at the said city of Quebec, on the day and year first above written, and recorded in the office of Charles H. Andrews, the undersigned Notary, under the number two thousand five hundred and fifty-nine, the said appearers having signed these presents, first duly read.

W. WITHALL, President.
JAS. G. SCOTT, Secretary.
WM. H. STEVENSON
JAMES ISBESTER.
JAMES WORTHINGTON
per JAMES ISBESTER.
C. H. ANDREWS, N. P.

A true copy of the original remaining of record in my office.

C. H. ANDREWS, N. P.

It is understood that there is a mistake in the prices for the switches in the tender, viz. ten dollars instead of seventy-five dollars, each making an additional sum of three hundred and ninety dollars.

C. H. ANDREWS, N. P.

EXPLANATORY NOTES.

The works stated in the tender are to be executed for a bulk sum, but the several items forming the aggregate must be moneyed out at a fair and reasonable rate. A schedule of prices will be attached to cover alterations or additional work, should such be required, the prices in the schedule must be fair, and in keeping with those in the tender. The quantities given in the tender are approximate taken from centre levels, and the contractor must satisfy himself as to their correctness, also as to the nature of the material to be moved, as no additional allowance will be made on either of these heads.

The fencing will be of merchantable pine or spruce lumber, properly nailed to 6x6 square pine, cedar or hackmatac posts, 8 feet long, set 4 feet into the ground. The gates and farm crossings will be of same material as the fencing and made similar to those in use on the Q. M. O. & O. Railroad.

The wooden culverts, both open and covered, also cattle guards and small bridges, will be pine timber, similar in pattern to those lately erected on the Three Rivers Loop line.

The culvert masonry will be 2nd class, laid dry, on Q. M. O. & O. Railway pattern and specification.

The Howe truss bridge of 80-feet span, over Little River, of best pine timber, and double refined iron, will be built on the approved plans of same bridge on the Q. M. O. & O. Railway, with the enlarged bolts.

The flume to carry the stream north of St. Catharines road, will be made square and of best pine timber throughout, the planking 3 inches thick, grooved and tongued, and the workmanship generally similar to the flumes in use at Montmorency, at the Messrs. Hall's Mills; the flume set well, its full depth, into the surface of the east side of the cutting, and perfectly water-tight.

The excavations in to two inclines must all be carried into the adjacent embankments, none being thrown to spoil, the cost of getting, hauling, spreading, trimming slopes &c., being covered by the price of excavation stated in the tender.

The alignment at the Lorette incline has been altered from the original location and a straight line, some two miles long inserted instead; this necessitates the diversion of the highway to the west of the present line. The changed road must be made as good as the present road. The length of the actual change will amount to about $\frac{1}{4}$ of a mile.

The excavation will be 18 feet wide at formation level, with side slopes of one and a half horizontal to one vertical.

The embankments will be 15 feet wide at formation level, with side slopes of one and a half horizontal to one vertical.

The balance of the grading, exclusive of the inclines some 9 miles in length, will be generally raised above its present level an average of 18 inches to grades that will afterwards be adjusted by the engineer, giving about 6,500 cubic yards per mile. This quantity does not include the three embankments, at Little River, the Gorge, at the head of the 2nd Incline, and the White House trestle, all of which must be filled up to formation level, with an 80-feet opening in the first, a 4x5 culvert of 2nd class masonry in the Gorge, and 3 spans of 15 feet pile bridge, in the last.

The pile bridge at the White House trestle, composed of 3 pile bents of 12 x 12 pine timber, 4 upright piles and 2 raking shores in each bent. Style of framing and floor system to be similar to the bridge over Bleury River at

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St. Vincent de Paul. The earth slopes running through the end bents, leaving a 15-feet clear opening only for a waterway.

Before the track is laid the surface of grading must be laid perfectly smooth (to avoid bending the light steel rails); a price for this has been inserted in the tender, which the contractor must add in with his own figures.

The rails, fastenings and track-laying will be entirely under the control of the engineer, the contractor finding labour only. The track will be laid by a track foreman appointed by the directors, but paid by the contractors at the rate of \$100 per month, who will take entire control of the work.

The rails, fish plates and fastenings will be delivered at Pointe-a-Carey or Flood's or some other convenient wharf in the neighbourhood, and the contractor must bear all the expense of conveying them to the work. Sleepers will be delivered at their present position on the line, and deficiencies will be delivered at the Palais Wharf.

The switches, crossings, semaphore frames and ladders will be Q. M. O. & O. Ry. pattern, minus lamps not now required.

The ballasting will be put on at the rate of 1,000 cubic yards per mile. It will be taken from approved pits and the contractor will bear all the expense of the temporary tracks required to procure proper material. Great care must be taken not to injure the steel rails; the whole being properly surfaced, lined and evenly trimmed in neat shape.

The contractor must arrange to have the track laid to the Jacques Cartier River by the 1st August, 1879, to convey the materials for the iron bridge to be erected there. Should this be inconvenient, he must haul this material by the above date by teams, or otherwise, and state a price in his tender for the delivery of this 200 tons of material at the bridge site.

In either case, the contractor must arrange to pass regular construction trains daily through his work, for the conveyance of his necessary material for the sections north of Jacques Cartier, by the 1st of September, 1879. He will also state a price per ton in the schedule of prices at which he will deliver such material if required, taken from Quebec and delivered at the south end of Jacques Cartier bridge in good order, price to cover loading and unloading.

Gulletting to the extent of 22,705 yards has been added to the sectional quantities as a bonus, the better to enable the contractor to fulfil his time engagements. Should the railway not be opened to the Jacques Cartier River at the time herein specified, the gulletting will not be allowed and the price deducted from the amount of the contract.

The directors will furnish 3 locomotives in working order, also about 50 flat cars. The contractor must state a price in his tender for putting them on the track of the Quebec, Montreal, Ottawa and Occidental Railway. The cars are on the line of the Gosford Railway, some at Quebec, others at Lorette and Gosford. They must all be hauled to Quebec for renewal; the wheels, axles and some bolts being about the only part now available. They will require to be renewed similar to and as good as when first made, with exception of wear and tear on wheels and axles, springs, brasses, drawbars, and other details renewed. The wood work neatly finished. The timber being pitch pine or tamarack and oak, properly bolted, fastened, painted and lettered, and approved colours. The contractor will state price per car for hauling to Quebec and renewing complete.

The work will be finished on the old alignment—with exception of the change of Lorette already mentioned—and generally to the gradients laid upon

the profile exhibited in the engineer's office in Quebec, subject, of course, to such minor changes as may be recommended by the engineer.

The right is reserved to substitute a barbed wire fence 3 wires high in lieu of the board fence, to consist of 2 pine posts 6" x 6" x 8 feet long and one cap 6"x3" x 16½ feet long in every lineal rod; price per lineal rod to be stated in schedule.

In addition to the above notes, the work otherwise will be executed under the Quebec, Montreal, Ottawa and Occidental Railway general specifications, including circular No. 2. It will in all cases be under the direct charge and control of the chief engineer for the time being, or any person he may depute to act for him, and his orders must be complied with in every respect and under all circumstances. He will furnish from time to time detailed plans and specifications for the several works as they proceed, and it will be his duty to reject or condemn at any stage or condition of the work all workmanship or material which in his opinion may be imperfect or unsuitable and the same must immediately be corrected or replaced to his entire satisfaction. He will also have power to discharge from the work any foreman, mechanic or labourer who may prove to be either incompetent, disrespectful or riotous, and the person so discharged shall not be employed hereafter upon the work.

All questions in dispute between the company and the contractors will be referred to the chief engineer for the time being.

A deposit of 5 per cent. will be required before signing the contract, of which the sum deposited with the tender shall form a part.

Immediately after signing the contract, the work must be so proceeded with as, in the opinion of the engineer, will ensure its final completion by the 1st December, 1879.

The payments will be made monthly upon the estimate of the chief engineer, 10 per cent, being retained as further security for the due performance of the work.

It is possible that a change may be made in the alignment, from some point to the north of Jeune Lorette, thence following the north side of the river St. Charles to Bickel's bridge, and it is hereby understood that the engineer in chief shall be empowered to make such change if considered desirable, and the contractor agrees to execute all work on such changed line if required at the price stated in the schedule attached, which shall govern all deductions or additions, or the directors may call for new tenders, and the contractor shall, in the event of such change, do such work only on the portion of line left in abeyance as the engineer shall order so as to get a communication, as soon as possible, with the more northerly parts of the work. If change of line is decided upon, the contractors to be notified not later than 15th July, 1879. In the event of such change, the company reserve the right of taking 2 locomotives and 80 cars for that portion of the work.

"B."

QUEBEC, 17th May, 1879.

W. WITHALL, President.

J. G. SCOTT, Secretary.

WM. H. STEVENSON,

JAS. ISBESTER,

JAS. WORTHINGTON,

per JAS. ISBESTER,

C. H. ANDREWS, N.P.

(A true copy.)

C. H. ANDREWS, N.P.

Edgar versus Caron.

FORM OF TENDER.—1ST. SECTION.

No tender for this section will be received unless on this form, and with the schedule of quantities correctly priced and accurately moneyed out; nor unless the clause requiring an accepted bank cheque for \$1,000 is complied with. Both sections, 1 and 2, will be let to one bidder.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Little River to White House Trestle.—7.6 Miles.

TENDER FOR WORKS.

The undersigned hereby offers to furnish all necessary plant, material and labour (with the exception of 3 locomotives and 50 flat cars that will be furnished by the company) and to execute and complete to the entire satisfaction of the engineer in chief or officer duly authorized to act under him, all the excavation, grading, bridging, track-laying, ballasting and other works required to be done on that portion of the railway, commencing at station

and terminating near the

in length about seven and six-tenths miles, upon the terms and conditions stipulated in the general specification dated the 1st day of May, 1879, with form of contract annexed, all of which documents have been duly read and carefully considered, and the undersigned hereby propose and agree to complete all the work embraced under this contract by the 1st day of December, 1879, for the rates and prices set forth in the schedule, which, when applied to the approximate quantities, amount in the aggregate to the sum of sixty-two thousand nine hundred and seven $\frac{23}{100}$ dollars.

SCHEDULE OF QUANTITIES AND PRICES.

Approximate Quantities	Description of Work.	Price.	Amount.
		\$ cts.	\$ cts.
4,864	Lineal rods board fence	0 90	4,377 60
158	Sliding gates	1 00	158 00
79	Farm crossings	10 00	790 00
22,705	Cubic yards earth gulletting	0 15	3,405 75
130,000	" " rock and earth in inclines put into embankments	0 20	26,000 00
30,000	" " borrowing	0 15	4,500 00
43,922	" " grading low embankments	0 15	6,588 30
600	" " culvert masonry, 2nd class	4 00	2,400 00
200	" " paving	2 00	400 00
67	M. B. M. pine timber in culverts and bridge abutments, framed and placed	18 00	1,206 00
2,990	Pounds of iron bolts in culverts and bridge abutments	0 04	119 60
13	Cattle guards, single	44 00	572 00
1,200	Lineal feet of flume, 6 x 6, best pine timber	2 50	3,000 00
80	" " Howe truss bridge	0 25	2,000 00
76	Miles trimming formation at	1 00	760 00
70	Miles permanent track-laying, at per mile	1 75	1,330 00
12,300	Cubic yards of ballasting, per yard	0 20	1,520 00
4	Permanent switches and crossings	10 00	40 00
2,000	Lineal feet of sidings		80 00
	Renewing 50 flat cars, each, and hauling same to Quebec	55 00	2,750 00
	Putting three locomotives on track of Q. M. O. & O. R'y		40 00
	Hauling 200 tons of bridge iron and timber to Jacques Cartier River before 1st August next, by rail or road	0 75	150 00
	Of a mile diversion of public road, Lorette incline	640 00	480 00
	Acres, right of way, a new line at Lorette incline	30 00	240 00
	Total		\$62,907 23

In case the proposals herein contained shall be accepted, the undersigned hold themselves ready to execute a contract similar in its provisions to the form of indenture annexed to the general specification, and will comply with the clause of said specification, with regard to deposit of money, 5 per cent, on bulk sum, as therein required; and offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this tender for that purpose.

Actual signatures, occupations and residence of parties tendering.

WM. H. STEVENSON,
Buckingham, Ottawa C.
JAMES ISBESTER,
Ottawa.

Signature and residence of sureties.

JAMES WORTHINGTON,
Montreal.

Dated at Quebec, the 11th day of June, 1879. This is the schedule marked B.

W. WITHALL, President.
J. G. SCOTT, Secretary.
WM. H. STEVENSON,
JAS. ISBESTER,
JAS. WORTHINGTON,
per JAS. ISBESTER,
C. H. ANDREWS, N. P.

(A true copy.)

C. H. ANDREWS, N. P.

FORM OF TENDER—2ND SECTION.

No tender for this section will be received unless on this form, and with the schedule of quantities correctly priced and accurately moneyed out. Both sections, 1 and 2, will be let to one bidder.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY.

South end of White House Trestle to Jacques Cartier River, 4.7 miles.

TENDER FOR WORKS.

The undersigned hereby offers to furnish all necessary plant, material and labour (with the exception of 3 locomotives and 50 flat cars that will be furnished by the company) and to execute and complete to the entire satisfaction of the engineer in chief or officer duly authorized to act under him, all the excavation, grading, bridging, track-laying, ballasting and other works required to be done on that portion of the railway commencing at station and terminating near the

in length about four and seven-tenths miles, upon the terms and conditions stipulated in the general specification dated the 1st day of May, 1879, with form of contract annexed, all of which documents have been duly read and carefully considered; and the undersigned hereby propose and agree to complete all the work embraced under this contract by the 1st day of December, 1879, for the rates and prices set forth in the schedule, which, when applied to the approximate quantities, amount in the aggregate to the sum of sixteen thousand eight hundred and seventy-eight dollars and eighty cents, \$16,878 80.

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SCHEDULE OF QUANTITIES AND PRICES.

Quantities.	Description of Work.	Prices.	Amount.
		\$ cts.	\$ cts.
3,008	Lineal rods, board fence	0 90	2,707 20
80	Sliding gates	1 00	80 00
40	Farm crossings	10 00	400 00
46,050	Grading, low embankments	0 15	6,907 50
200	Cubic yds. culvert masonry, 2nd class	4 00	800 00
33	M.B.M. pine timber, framed and placed	18 00	594 00
1,490	Pounds iron bolts for timber framed and placed	04	59 60
7	Cattle guards (single)	44 00	308 00
45	Lineal feet, pile bridge	10 00	450 00
47	Miles trimming permanent formation	100 00	470 00
47	" permanent track-laying	175 00	822 50
4,700	Cub. yds. ballast	20 00	940 00
2	Permanent switches	10 00	20 00
1,000	Lineal feet, sidings	04	40 00
7.6	Temporary tracks constructed, laid and maintained, including repairing culverts and trestles, trimming and levelling formation, lining and surfacing track to a good level	300 00	2,280 00
	Total		\$10,878 80

In case the proposals herein contained shall be accepted, the undersigned hold themselves ready to execute a contract similar in its provisions to the printed form of indenture annexed to the general specification, and will comply with the clause of said specification, with regard to the deposit of money, 5 per cent. on bulk sum, as therein required; and offer as sureties for the carrying out of all the conditions, as well as for the due fulfilment of the contract, the two persons who have signed their names to this tender for that purpose.

WM. H STEVENSON,
Buckingham, Ottawa Co.

Actual signatures, occupations and {
residences of parties tendering. }

JAMES WORTHINGTON, Montreal.

Signatures and residences of sureties.

JAMES ISBESTER, Ottawa.

Dated at Quebec, the 11th day of June, 1879.

W. WITHALL, *President.*
JAS. G. SCOTT, *Secretary.*
WM. H. STEVENSON.
JAS. ISBESTER.
JAS. WORTHINGTON,
per JAS. ISBESTER.

(A true copy.)

C. H. ANDREWS, N.P.

QUEBEC AND LAKE ST. JOHN RAILWAY.

SCHEDULE OF PRICES.

Prices at which the following works will be executed if required. They are those at which extra works or additions or deductions from the contract amount shall be made. The prices will be closely scrutinized. They must generally be in keeping with price in tender.

QUANTITIES.	DESCRIPTION OF WORK.	PRICES.
	Clearing and grubbing and burning, per acre.....	\$ 40 00
	Barbed wire fence, 3 wires and cap.....	1 20
	Earth excavation (average lead not to exceed 1,000 feet) put into embankment, including trimming slope, level- ling, &c., at per cubic yard.....	15
	Earth excavation run to spoil, per cubic yard.....	15
	Solid rock excavation put into embankment, per cubic yard, including lead.....	90
	Borrowing earth for embankment (average lead not to ex- ceed 600 feet) per cubic yard.....	15
	Earth excavation in foundations, per cubic yard.....	50
	1st class masonry laid in Portland Cement, Q. M. O. and O. Ry. specification, per cubic yard, including coffer dams and unwatering.....	9 00
	2nd class masonry laid in Portland Cement, Q. M. O. & O. Ry. specification, per cubic yard, including coffer dams and unwatering.....	7 00
	2nd class masonry laid dry, Q. M. O. & O. Ry. specification, per cubic yard, including coffer dams and unwatering..	4 00
	Laying track (as per explanatory note) per mile.....	175 00
	Ballasting, including lead if found on the contract, measur- ed in excavation, per cubic yard.....	20
	Ballast for every additional half-mile lead beyond the extent of the contract.....	25
	Spruce sleepers, 8 by 6 by 6 inch face, delivered on line, each	22
	Spruce piles, 16 inches at top and 10 inches at point, actually driven, per lineal foot.....	25
	Distributing telegraph poles, each.....	5
	Square pine timber in abutments, cattle-guards, culverts, &c., framed and placed as per details to be furnished hereafter, per M. feet, board measure.....	18 10
	Iron in abutments, per lb.....	04
	Carrying materials per ton beyond limits of section, per mile.	01
	Laying permanent points and crossings complete, including frog switches and switch frames, as per Q. M. O. & O. Ry. pattern—all materials and labour, except steel rails for crossings, found by contractor—each.....	90 00
	Cattle-guards, single, each.....	44 00

WM. H. STEVENSON, *Tenderer.*

QUEBEC, 19th June, 1879.

This is schedule marked D.

W. WITHALL,
*President.*JAS. G. SCOTT,
Secretary.

WM. H. STEVENSON.

JAS. ISBESTER,

JAS. WORTHINGTON,

per JAS. ISBESTER.

C. H. ANDREWS, N. P.

(A true copy.)

C. H. ANDREWS, N. P.
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A.

SPECIFICATIONS FOR THE CONSTRUCTION OF THE QUEBEC AND LAKE ST. JOHN RAILWAY.

CLEARING AND GRUBBING.

1. The ground set apart for the railroad and its appurtenances must be chopped and cleared to the boundary of the company's lands. The stumps, bushes and other rubbish which are of no value must either be destroyed by fire or otherwise removed so as not to disfigure or interfere with the work.

2. Trees that are of any value for wood or timber must be neatly trimmed and either chopped or sawed to such lengths as the engineer may direct and piled in some accessible place for future use. Such portions of this timber as in the opinion of the engineer may be suitable for bridges, foundations, cross-ties or other purposes connected with the work, may be used by the contractor free of charge ; but the remainder will be retained and preserved for the use of the company.

3. Over all excavations and also under all embankments not exceeding two feet in height the stumps and other perishable matter must be grubbed out and removed entirely from the road-bed slopes and drain. Where embankments exceed two feet in height it will be sufficient to cut the stumps low, but in no case must they be left so high as to come within two feet of the grade line of the road.

GRADUATION

4. The road-bed will be graded for a single track except where depots, stations or sidings occur. In wood land the grading shall not be commenced until clearing, close cutting and grubbing is completed to the satisfaction of the engineers. The contractor will be held responsible for all damages to crops.

5. The road-bed for single track will be not less than 15 feet in width at formation level.

6. The grading will be made of such extra width at stations and sidings as the engineer may direct.

7. All excavations must be made sufficiently wide to allow of ample side drainage.

8. The side slopes of excavations and embankments which are composed of loose material, will generally be one and a half base to one vertical, but they will vary from this, according to height or character or material, at the discretion of the engineer.

9. The materials composing embankments must be entirely imperishable.

10. Whenever the material found in road-bed or side excavations is unsuitable for sustaining the permanent track, such other material shall be substituted as the engineer may direct.

11. Spoil banks and borrowing pits will be so made as not to disfigure or interfere with the permanent roadway and slopes and they must be dressed up in such form and dimensions as the engineer may direct.

12. Highways, road crossings and private roads contiguous to the railroad will be changed, constructed or rebuilt whenever directed by the engineer ;

and the work must be so carried on as not to interfere with the rights and privileges of the public or adjoining property owners.

13. Whenever stones are found in rock excavations that are suitable for masonry structures or for slope, retaining or rip-rap walls required upon the work, they may be used for such purposes by the contractor, but when such material is not so required, it will, at the discretion of the engineer, be retained by the company for other purposes and neatly piled up by the contractor as to be accessible from the track.

14. Retaining and protection walls will be constructed and the slopes of embankments will be placed with rip-rap whenever required for the safety of the work.

15. The road must be thoroughly drained in all places so that no water will be allowed to accumulate and stand either in the cuttings or alongside of the embankments; and ample bridges, culverts or sluices must be constructed across the road-way at proper points for the purpose of leading the water away from the railroad to its natural channels.

16. In excavating side drains and borrowing pits, care must be taken to leave a sufficient with proper slopes for sustaining the embankments and also the division fences without endangering their stability or usefulness. The width of this will generally be 4 feet but may be governed by the nature of the material, the height of banks and the depth of side excavations,

17. The side drains at the foot of the upper side slopes in excavations, whatever may be the depth of cut or nature of the material, should never be less than one foot in depth, one foot in width at bottom and four feet in width at top when the road-way is ready for the superstructure; and they should always have sufficient longitudinal inclination to carry off the water with facility. Upon the lower side slopes where the surface drainage is away from the railway and the slopes are of moderate height, these drains may be reduced in size where the cuts are excavated to formation level; these side drains should never be less than one foot in width at bottom and one-half foot in depth below formation level. In cases of very wet material, or where a considerable volume of water is necessarily carried through these drains to a cross opening, they will be increased in dimensions to suit the circumstances.

18. In the event of the earth excavation being proceeded with in the winter, no snow or ice must be placed in embankments or allowed to be covered up in them, and frozen earth must as much as possible be excluded from heart of embankment.

19. The contract price for these several classes of excavations shall be taken to include the whole cost of hauling, except only extreme cases which may involve a haul of more than one thousand feet.

20. The embankments must be made to such sufficient height and width as will allow for the subsidence of the same, and both cuttings and embankments shall be left at the completion of the contract at such heights, levels, widths and forms as directed by the engineer, the upper surface of the banks to be rounded in order to throw off the water.

21. The whole of the grading shall be carefully formed to the levels given, and the road way in cuttings shall invariably be rounded and left six inches lower at the sides than in the centre line. In rock cuttings, it will be sufficient to form a water channel about two feet wide and eight inches deep along each side. All materials found in excavations whether in road-bed cuttings, ditches, water channels, road-crossings, borrowing pits or elsewhere must be deposited in such place as the engineer may direct. In case where

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the road-bed excavations are insufficient to form the embankments, the deficiency shall be supplied by widening the cuttings or from the sides of the road or from borrowing pits, but no material shall be supplied without his knowledge and not until the cuttings are completed, without his express sanction. All borrowing pits shall, if required by the engineer, be dressed to a good shape and properly drained. Where materials to make up embankments is taken from the side a berme of at least 4 feet from bottom of slope of embankment shall remain untouched.

22. Where the excavation in a cutting exceeds what may be required to make the embankments of the specified width, the engineer may direct that the embankments be increased in width with the surplus material.

23. In case where paving or rip-rapping will be required for the protection of embankments contiguous to streams, all stone suitable for this work found in excavations may be removed and deposited in some convenient place until required, and all good building stone which may be found in rock excavations may with the approval of the engineer be preserved and piled along the side of the line as directed. But any material so found and used will not be paid for twice, the quantity if considerable will form a deduction from the quantity of excavations as measured in the cutting.

24. Paving or rip-rap work whenever required and ordered for the protection of slopes of embankments must be well and carefully performed in such manner and of such thickness as may be directed. It will be measured and paid for by the cubic yard.

25. Roads constructed to and from any part on the line of railway for the convenience of the contractor for the conveyance of material or otherwise must be at his own risk, cost and charges, but the contractor will not be required to purchase land for the railway track for branches or for borrowing pits.

26. Wherever the line is intersected by public or private roads, the contractor must keep open, at his own cost, convenient passing places, and he shall be held responsible for keeping all crossings during the progress of the works in such condition as will enable the public to use them with perfect safety and such as will give rise to no just ground for complaint. Contractors will be held liable for any damages resulting from negligence on their part or that of their men. At all public roads crossed on the level, the contractor will be required to put in two substantial cattle guards of wood of such dimensions as may be directed by the engineer.

27. When slips occur in cuttings after they are properly formed, the material must be immediately removed by the contractor, the slopes reformed and such precautions adopted as the engineer may deem necessary. The contractor will be paid for the removal of slips as already provided for.

28. The measurement of quantities shall invariably be made in excavation unless in special cases, if any, where this may be found impossible; in such cases, the engineer may determine the quantities in embankment, after making all allowances, of which he shall be the judge.

29. The prices stipulated for the several denominations and the price for work in foundation pits under water level, shall be the total prices for excavating all the material. In a word, the rates and prices stipulated in the contract must be understood to cover every contingency, the furnishing of all material power and plant, the cost of finishing up cuttings and embankments, the dressing and draining of borrowing pits when required, the dressing of slopes to the required angle, and the completing of everything connect-

ed with the grading of road-bed in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

30. The contractor shall, at his own cost, before the work is finally accepted, finish up cuttings in embankments, dress and drain borrowing pits, when required, dress slopes with proper angles, repair all damages by frost or other causes, and complete everything connected with the grading of the road-bed, bridging, &c., in a creditable and workmanlike manner, in accordance with the directions and to the satisfaction of the engineer.

FOUNDATIONS.

31. Foundations will be excavated of such size and such depth as the engineer may direct; they will in all cases be sunk to such depths as will prevent the masonry being acted on by the frost. The material therefrom will be deposited in embankment, unless the engineer direct otherwise. Whenever timber or other artificial foundations may be found expedient, pits will be made of sufficient dimensions to admit them without difficulty. When below water they must be kept dry by pumping, baling or extra draining until the excavation is completed, foundations prepared and the masonry or other structure brought above the surface line of the water. Where rock foundations exist for the abutments and piers of bridges and beam or other culverts, the rocky beds will be properly excavated and levelled off for the reception of the masonry.

32. Whenever solid rock is not found, the foundations will consist either of paving, concrete filling or platforms, or timber and plank, as the engineer may direct, the whole to be protected by sheet piling rip-rap, cribwork, or coffer dams when necessary, and executed in a thorough and a substantial manner.

33. Foundation timbers when required will be of such dimensions and of such kinds as the engineer may direct. The timber employed may be tamarack, hemlock, black spruce or pine, in planks from three to six inches or timber flatted on two sides only and ranging from six inches to twelve inches thick, the faces of the flatted timber will at least measure as much as its thickness.

34. All spikes, bolts, straps or iron work found necessary to be used in the timber foundations must be of the best quality of iron usually employed for similar purposes.

35. Whenever the engineer may direct piling to be done the timber shall be in every respect sound and of such description as he may approve; where he thinks it necessary, trial piles shall be driven.

36. The piles shall be carefully painted and, if necessary, shod and hooped with iron as may be directed. They shall be driven to any depth the engineer may deem expedient, and the weight of ram as well as the fall will be such as he may consider necessary. Care must be taken to drive the piles plumb or battered in such positions or distances apart as may be directed.

37. A pile short, damaged or out of line when driven shall be replaced by another.

38. If concrete is employed, to be composed of Portland hydraulic cement, clean sharp sand, small broken stone or good gravel, the quantities and proportions to be approved. The cement will be the same proportions as in mortar and, in making the concrete, sufficient quantity will be used with the other materials to fill up every interstice and render the mass when set perfectly solid and compact. It will be laid on in layers about six inches thick, each layer thoroughly rammed.

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MASONRY.

39. All masonry must be of substantial and permanent character, made of durable materials and in every respect equal to the best description of masonry in railway work.

40. The masonry shall not be started at any point before the foundation has been properly prepared, nor until it has been examined by the engineer, nor until the contractor has provided a sufficient quantity of proper materials and plant to enable the work to be proceeded with regularly and systematically.

41. When the foundations are below water they must be kept dry by pumping or baling or extra draining until the masonry is brought above the surface of water.

42. Portland hydraulic cement mortar will be used throughout in the building of all masonry except the smaller box culverts which will generally be laid dry. The cement must be fresh ground of an approved brand, it must be delivered and kept dry and in good order until used. Before being used it must be thoroughly tested as to its hydraulic properties as no inferior cement will be allowed. The cement must be thoroughly incorporated with clean large grained sharp sand. In face work the proportion will be one measure of cement to two measures of sand. Mortar will only be made as required and must be prepared and used under the direction and to the satisfaction of an inspector. Should the contractor's men fail in this, the inspector may employ other men for the purpose and any expense incurred thereby shall be borne by the contractor.

43. Grout shall be formed by adding a proper proportion of water to well tempered mortar, made with one hydraulic cement and two clean sand.

44. The masonry will be classified as follows:—

First class masonry in cement.

Second class masonry in cement.

Third class masonry in cement.

45. First class masonry shall be laid dry in regular courses of large well shaped stone laid in hydraulic mortar on their natural beds. The beds and vertical joints will be hammer dressed so as to form quarter-inch joints. The vertical joints will be dressed back square at least nine inches. The beds will be perfectly parallel throughout. The work will be left with the quarry face except the outside arises. In breakers, string and coping, which will be chisel dressed.

46. The courses of first class masonry will not be less than twelve inches thick and they will be arranged in preparing plans to suit the nature of the quarries; courses may range to twenty-four inches where the thickness of the wall will admit, and the thinnest courses must invariably be placed towards the top of the work.

47. Headers will be built in every course not farther than six feet apart, they will have a length on line of wall of not less than twenty-four inches and they must run back at least two and a half times their height unless where the wall will not admit this proportion, in which case they will pass through from front to back.

48. Protectors will have a minimum length in line of wall of thirty inches and their breadth of bed will be at least one and a half times their height. The vertical joints in each course will be so arranged as to overlap those in course below at least ten inches.

49. The quoins of abutments, piers, &c., shall be of the best and largest stone and have chisel drafts properly tooled and the upright arises from two to six inches and according to size and character of the structure.

50. Coping stones, string courses and cut water shall be neatly dressed in accordance with the plans and directions to be furnished during the progress of the work. The coping stones of piers and abutments shall be all through stone extending the whole width of wall.

51. The bed stones for receiving the superstructures shall be of the best description of sound stone, free from dries or flaws of any kind; they must be not less than twelve inches in depth for the small bridges and eight feet superficial area on the bed. The larger bridges will require bed stones of proportionately greater weight; these stones must be carefully and solidly placed in position so that the bridge will seat fairly on the middle of the stones.

52. The backing will consist of flat bedded stone well shaped and having an area of bed equal to four superficial feet or more, except in high piers or abutments; two thicknesses of backing stone, but not more, will be allowed in each course and their joints must not exceed that of the face work. In special cases where deemed necessary by the engineer to insure stability the backing shall be in one thickness, the beds must be scabbled off so as to give a solid leaving. No pinning will be allowed. Between the backing and face stones there must be a good square joint not exceeding one inch in width, and the face stones will be scabbled off to admit this. In walls over three feet in thickness headers will be built in front and back of walls alternately and great care must be taken in the arrangement of the joints so as to give perfect bond.

53. The stone composing the arch in culverts must be placed perpendicular to the curve and extend entirely through the thickness of the arch and be dressed throughout to quarter-inch beds and joints. These must be laid in regular courses, each course need only be uniform thickness throughout and the inner faces dressed smoothly to a line with the hammer. The water or ring stone must have an extra finish and the key stone must be neatly cut with the chisel and so placed as to project slightly from the face of the work.

54. Every stone must be set in a full bed of mortar and beaten solid with a heavy wooden beetle weighing not less than 50 pounds. In dry weather the stones must be well wetted before the mortar is laid on. The vertical joints will be flushed up solid and every course must be perfectly level and thoroughly grouted. The tops of all arches and abutments shall be covered over with three inches of cement mortar to prevent the filtration of water.

55. Second class masonry whether in mortar or dry shall be built of good sound large flat bedded stones laid in horizontal beds. It may be known as random work or broken course rubble; the stones employed in this class of masonry will generally not be less in area of bed than three superficial feet nor less in thickness than eight inches and they must be hammer dressed so as to give good beds with half-inch joints. In small structures and in cases where stones of good size and thickness cannot be had they may if in other respects suitable be admitted as thin as five inches. All stones must be laid on their natural beds. The vertical joints must break at least nine inches and be dressed back square from the face at least six inches.

56. Headers must be built in front and back alternately at least one in every five feet in line of wall and frequently in rise of wall. In the smaller structures headers shall not be less than twenty-four inches in length and the minimum bed allowed for stretchers shall be twelve inches. In the larger

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structures all stones must be heavier in proportion. Every attention must be made to produce a perfect bond and to give the whole a strong, neat and workmanlike finish.

57. ~~Wag~~ walls will generally be finished with steps formed of sound durable stone and not less than from ten to twelve inches thick and six feet superficial area, other walls will be covered with coping of a similar thickness and of seven feet or upwards superficial area. These coverings will be neatly dressed when required and as may be directed. The walls of the box culverts will be finished with stones the full thickness of the wall, and the covers will be from twelve to eighteen inches thick according to the span, and they must have a square and level bearing of at least a foot in each wall and scabbled and fitted close together to prevent earth falling through.

58. A distinction will be made between spans of twelve feet and upwards and those of ten feet and under. The former will be of first-class masonry and the latter box culverts of second class masonry.

BRIDGING.

59. The timber composing the bridges must all be of the strongest and most durable kind of pine timber and must be properly adapted to the specific purpose for which it is intended. It must be entirely free from sap, shakes, loose or black knots or other symptoms of decay. The kind, length and size required for the different structures must conform to the bills furnished by the engineer and be framed and put together in the most skilful and workmanlike manner in conformity with the plans and specifications furnished by the engineer for the respective structures.

60. The iron required in rods, straps, bolts, nut-washers, &c., must be of the best quality in use for such purposes, and it must be neatly and properly manufactured.

61. The truss bridges must be of a quality equal in strength and durability to the Howe Patent Truss, the proportions varying according to the length between bearings. These bridges, as well as those of smaller spans where full trussing is not required, will be built in accordance with the plans and specifications furnished for each particular structure by the engineer.

These are the specifications mentioned in the foregoing contract annexed to these presents, certified, acknowledged and signed by the parties to these presents, and the undersigned Notary, after due reading thereof, on the thirtieth day of June, in the year one thousand eight hundred and seventy-nine.

W. WITHALL, *President.*
JAS. G. SCOTT, *Secretary.*
WM. H. STEVENSON,
JAS. ISBESTER,
JAS. WORTHINGTON,
Per JAS. ISBESTER.
C. H. ANDREWS, *N.P.*

(A true copy).

Exhibit "JS" 6, for the Crown; filed 23rd September, 1892.

G. HAMEL,

Clerk, R. C.

On the thirtieth day of April, in the year one thousand eight hundred and seventy-eight,

Before me, the undersigned public notary, duly commissioned and sworn, and residing at the city of Quebec, in the province of Quebec, personally came and appeared: "The Quebec and Lake Saint John Railway Company" of Quebec, Canada, hereinafter called the Company of the one part,

And the "Quebec and Lake Saint John Railway Lumbering and Trading Company," incorporated under letters patent, also of Quebec, Canada, hereinafter called the contractors, of the other part.

Which said parties hereby covenant and agree together in the manner following, viz. :—

The contractors, with the view to the ultimate building of the railway known as the Quebec and Lake Saint John Railway, undertake to construct, equip and complete, by the first day of December, one thousand eight hundred and eighty-one, the first section of the road from the point of junction with the North Shore Railway to St Raymond, including sidings and necessary terminal accommodation at the Palais, upon the ground furnished by the corporation of the city of Quebec, it being understood that the North Shore track from the said point of junction shall be used, the ground in the Palais Harbour, in the city of Quebec, which ground is to be furnished by the corporation of the city of Quebec, in conformity with the by-law authorizing the council to subscribe the sum of ninety thousand dollars in the capital stock of the company to the parish of Saint Raymond in the county of Portneuf, with all the necessary right of way, station grounds, sidings, bridges, culverts, passing places, station buildings, engine-houses, workshops, turntables, water-tanks, cattle-guards, rolling stock and telegraph complete, agreeably with such plans, profiles and specifications as shall be furnished from time to time by the chief engineer of the company, which plans, profiles and specifications shall have been approved by the Lieutenant-Governor in Council as required by the Act, and several amendments of Acts of the Legislature of Quebec, and also by the Council of the city of Quebec or their engineer; and likewise by the Government of the Dominion of Canada, and by any municipality or municipalities interested in the railway, so as fully to entitle the company to the subsidy and subsidies, grants and bonuses and subscriptions of the company's capital stock, now or hereinafter to be authorized by the Legislature of Quebec, the Parliament of the Dominion of Canada, of the city of Quebec, and any municipality or municipalities.

It is understood that the rail will be not less than fifty pounds to the yard in iron or its equivalent in steel, that the bridge over the River Jacques Cartier will be a suitable bridge with suitable piers, and that the road shall be equal in character to the Lévis and Kenebec Railway.

The contractors agree to furnish the first section of the road with new rolling stock sufficient for the efficient working of this section, not to exceed the sum of forty thousand dollars; and to furnish each additional section which may hereafter be built by themselves with a proportional amount of rolling stock as the traffic of the road develops.

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The construction of the portion of the railway between St. Raymond and Lake Saint John shall be gradually proceeded with later on, as the assistance which is expected to be obtained from the Parliament of the Dominion of Canada, the Legislature of Quebec, the city of Quebec, and the counties interested in the railway may be deemed by the contractors to be sufficient to authorize such further construction.

The company reserves to themselves the right of cancelling the present agreement in so far as it relates to the portion of the railway between St. Raymond and Lake St. John; and of entering into arrangement with any parties that may be willing to undertake the construction of this portion of the road at lower rates that may be deemed to be sufficient by the present contractors to authorize this construction or than they may be willing to accept for this construction.

The contractors agree to pay all the debts and liabilities of the company existing at the time of the signing of this agreement and out of the price of their agreement, not to exceed the sum of two hundred dollars.

The contractors agree to pay any and all expenses connected with the supervision of the building of the road and of its reception by the parties interested therein under and in virtue of this agreement, and to discharge the company from any and all liabilities in relation thereto.

The contractors agree to pay the expenses in connection with the keeping up of the organization of the company, salaries of chief engineer, secretary-treasurer, office rent and expenses; these expenditures to be under the control of the contractors.

The contractors agree to pay the interest on the debentures issued and to be hereafter issued by the company in virtue of this agreement until the date of their handing over the road and rolling stock to the company.

The company agrees as the price and consideration of this agreement to hand over to the contractors:

1st. Any and all subsidy or subsidies from the Parliament of the Dominion of Canada and the Legislature of Quebec; and all grants, bonuses and subscriptions of the capital stock of the company by the city of Quebec and by any municipality or municipalities interested in the railway already granted or which may be hereafter granted to and received by the company, to assist in the building of the railway, and subject to the conditions regulating the subsidy and subsidies and the grants, bonuses and subscriptions of the company's capital stock.

2nd. Twenty thousand dollars per mile of road in debentures of the company, calculated at their par value as authorized by the by-law of the council of the city of Quebec above mentioned for each and every mile of road actually constructed and equipped by the contractors and received by the company.

And whereas there are at present one hundred thousand dollars of debentures of the company outstanding with coupons, a similar amount of the new debentures will be retained by the company until these outstanding debentures with coupons shall have been returned to the company by the contractors.

3rd. And the lands which the company possess in the township of Gosford, upon the completion and reception of the first section of the road to the parish of St. Raymond, likewise the terminus property at St. Sauveur with the right of way to the junction with the Quebec, Montreal, Ottawa and Occidental Railway Company and the rolling stock and all other properties

which the company may possess, provided the same can be legally done and always saving the rights and privileges of the bond holders of the company.

The company agree to allow the contractors to work for their own benefit the several sections of the road as completed and the entire line of railway upon its completion until the redemption of its bonded debt, subject to the following charges: working expenses, keeping of the road and rolling stock in perfect working order, interest on debentures, to be issued hereafter in virtue of this agreement, and interest on the subscription of the company's capital stock already made and hereafter which may be made by the city of Quebec and by any municipality and municipalities.

The railway, together with the rolling stock, shall be returned by the contractors to the company in perfect working order upon the redemption of the bonded debt.

The privilege of working the railway, or the several sections thereof as completed, shall be limited to the section or sections which they may build and equip themselves; and the parties who may hereafter build the remaining sections of the road shall have running powers over the sections of the road which the contractors may build in virtue of this agreement as may hereafter be agreed upon.

During the working of the railway or any section or sections thereof, for their own benefit, and until the railway, together with the rolling stock, shall have been handed over by the contractors in perfect working order, and shall have been received by the company, the contractors shall be subject to and be bound by all the acts relating to the company and also by the railway act; and the contractors shall during this time discharge the company from any and all liabilities in connection with the railway.

The company in the carrying out of this agreement shall not be called upon nor be bound to do any act beyond the powers of their charter nor to exceed in any way whatsoever any clause in this agreement to the contrary notwithstanding.

Done and executed at the said city of Quebec on the day and year first above written and recorded in the office of Charles H. Andrews, the undersigned notary, under the number two thousand four hundred and eight, the said appearers having signed these presents first duly read.

W. WITHALL, *President*

Of the Quebec and Lake St. John Railway Lumbering and Trading Company.

FRANK ROSS, *President*

Of the Quebec and Lake St. John Railway Company.

JAS. G. SCOTT, *Secretary*

Of the aforesaid companies.

C. H. ANDREWS, *N. P.*

A true copy of the original remaining in my office.

Edgar versus Caron.

Exhibit "JS" 7, for the Crown; filed 21st September, 1892.

GUST. HAMEL,
Clerk, R.C.

TRANSFER AND ASSIGNMENT.

On this twenty-fourth day of August, one thousand eight hundred and eighty-five, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Theophile Ledroit, of Quebec, Esq., merchant, president of said company, and James Guthrie Scott, Esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings held on the nineteenth of August, inst., of the first part; and Messrs Ross & Co., of the city of Quebec, merchants, represented in this deed by the Honourable James Gibb Ross, senator, sole partner of the firm, of the second part.

Which said party of the first part did and do by these presents, assign, transfer and make over unto the said parties of the second part, accepting hereof the sum of seventy thousand dollars, being part and portion of the special subsidy of ninety-six thousand dollars voted by the Dominion of Canada during the last session of the Parliament of Canada, and payable upon the completion of fifty miles of the Quebec and Lake St. John Railway beyond St. Raymond.

To have and to hold, recover and receive the said sum of seventy thousand dollars unto the said parties of the second part, their heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate them in all its rights, titles, interests and privileges in the premises, authorizing them to receive payment of such subsidy when due.

The present assignment is thus made as security for advances made since the said nineteenth of August, inst., and to be hereafter made upon the estimates of the said Quebec and Lake St. John Railway Company's engineer to complete the thirty miles of the road still required to be furnished to make up the fifty miles aforesaid.

To this present deed was also a party: Horace Janson Beemer, of the city of Montreal, Esq., contractor, who declares that whereas it is at his request and to his advantage that the present assignment is made, he, hereby, gives his assent to the same, waiving any right he may have to the above assigned subsidy.

This done and executed at Quebec, and under the number six thousand nine hundred and three of the records of Cy. Tessier, the undersigned notary.

In witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, President.
J. G. SCOTT,
H. J. BEEMER,
JAS. G. ROSS,
CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. Ten words erased are null.

CY. TESSIER, N.P.
519

Exhibit "JS" 8, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this twenty-fourth day of August, one thousand eight hundred and eighty-five, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed of Quebec, esquire, merchant, president of said company and James Guthrie Scott, esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings held on the nineteenth of August, instant, of the first part, and the Honourable James Gibb Ross, of the city of Quebec, merchant, and a member of the Senate of Canada, in the quality of president of the Quebec and Lake St. John Railway Lumbering and Trading Company, and in its behalf of the second part.

Which said party of the first part did and do, by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof the sum of twenty-six thousand dollars, being part and portion of the special subsidy of ninety-six thousand dollars voted by the Dominion of Canada during the last session of the Parliament, and payable upon the completion of fifty miles of the Quebec and Lake St. John Railway beyond St. Raymond. To have, hold and recover and receive the said sum of twenty-six thousand dollars unto the said party of the second part, to the effect whereof the said party of the first part doth put, substitute and subrogate them in all their rights, titles, interest, privileges in the premises, authorizing them to receive payment of said subsidy from the Government when due.

This present assignment is thus made in payment and satisfaction of a like sum of twenty-six thousand dollars, being part of the consideration or price of a certain contract entered into between the parties hereto passed before C. H. Andrews, notary, at Quebec, on the thirtieth of April, one thousand eight hundred and seventy-eight.

To this present deed was also a party : Horace Jansen Beemer, of the city of Montreal, Esq., contractor, who declares that, whereas it is at his request and to his advantage that the present assignment is made, he hereby gives his assent to the same, waiving any right he may have to the above assignment subsidy.

This done and executed at Quebec, under the number six thousand nine hundred and four of the records of Cy. Tessier, the undersigned notary.

In Witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President*.
J. G. SCOTT,
JAS. G. ROSS, *President*,
Quebec and Lake St. John R.R. and T. Co.
H. J. BEEMER,
Cy. TESSIER, N. P.

A true copy of the original remaining of record in my office. Eighteen words erased are null.

Cy. TESSIER, N. P.

Edgar versus Caron.

Exhibit "JS" 9, for the Crown ; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this fourteenth day of September, one thousand eight hundred and eighty-five, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared : the Quebec and Lake St. John Railway Co., duly incorporated and having its principal place of business in the city of Quebec, represented in this deed by Theophile Ledroit, of Quebec, Esq., merchant, president of said company, and James Guthrie Scott, Esq., of the same place, its secretary, duly authorized to its effects hereof by a resolution of the Board of Directors of the company at one of their regular meetings held on the eleventh of September, instant, of the first part ; and the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of Ross & Co., of the second part.

Which said party of the first part did and doth by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof the subsidy of three thousand two hundred dollars per mile, payable by the Dominion of Canada upon ten miles of the Quebec and Lake St John Railway from station 3770 near the river Meging to station 4298 opposite the Island of Lake Edward, forming the aggregate sum of thirty-two thousand dollars.

To have and hold, recover and receive the said subsidy unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidy from whom it appertains.

This present assignment is thus made for securing advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esq., railway contractor, builder of the said Quebec and Lake St. John Railway to enable him to complete the above mentioned ten miles of the same. The present assignment and transfer being made in compliance with a request of the Quebec and Lake St. John Railway Lumbering and Trading Company, contained in their letter to the company, party herein of the first part, dated the ninth of September, instant.

To this present deed was also a party : the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

Thus done and executed at Quebec, under the number six thousand nine hundred and ten of the records of Cy. Tessier, the undersigned notary.

In witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*
H. J. BEEMER,
J. G. SCOTT,
JAS. G. ROSS,
Cy. TESSIER, N. P.

A true copy of the original remaining of record in my office. Eleven words erased are null.

Cy. TESSIER, N. P.

Exhibit "JS" 10, for the Crown ; filed 23rd September, 1892.

G. HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this third day of July, one thousand, eight hundred and eighty-six, before the undersigned Notary Public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared: The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in the deed by Theophile Ledroit, of Quebec, Esquire, merchant, president of said company, and James Guthrie Scott, Esquire, of the same place, its Secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings held this day, of the first part; and the Hon. James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of Ross & Co., of the second part:

Which said party of the first part did and doth by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof the subsidy of nineteen hundred and sixty-one dollars per mile payable by the Dominion of Canada upon forty miles of the Quebec and Lake St. John Railway, from station 4298 to station 6410, forming the aggregate sum of sixty-eight thousand four hundred and forty dollars. Said subsidy having been granted by an act passed during the last session of the Parliament of Canada.

To have and hold, recover and receive the said subsidy unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidy, from whom it appertains.

This present assignment is thus made for securing advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said Quebec and Lake St. John Railway, for the purposes mentioned in his letter to the Quebec and Lake St. John Railway Lumbering and Trading Company, dated the twenty-first of June last and annexed to the original of this deed.

The present assignment and transfer being made in compliance with a request of the Quebec and Lake St. John Railway Lumbering and Trading Company contained in their letter to the company, party herein of the first part, dated the twenty-first of June, last.

To this present deed was also a party, the said Horace Janson Beemer, who, after taking communication of the above, doth give to the same his entire consent and approval.

THIS DONE AND EXECUTED at Quebec under the number seven thousand seventy-nine of the records of Cy. Tessier, the undersigned Notary.

IN WITNESS WHEREOF the said parties have signed with the said Notary, after the reading done.

T. LEDROIT, *President.*
J. G. SCOTT, *Secretary.*
JAS. G. ROSS,
H. J. BEEMER,
CY. TESSIER, *N. P.*

Edgar versus Caron.

A true copy of the original remaining of record in my office. Fifteen words erased are null and void.

CY. TESSIER, N. P.

MONTREAL, 21st June, 1886.

J. G. SCOTT, Esq.,

Quebec and Lake St. John Ry. L. & T. Co.

DEAR SIR,—Referring to your favour of this date, I beg to request that your company will cause to be transferred to Messrs. Ross & Co. the new Dominion subsidy of \$1,961 per mile upon the next 40 miles, from station 4,298 to station 6,410, say \$78,440, as security for the following advances to be made me :

40 new platform cars at \$385.....	\$15,400
3 passenger cars.....	6,000
1 locomotive No. 7.....	7,500
10 platform cars, one bought in 1885.....	3,500
1 baggage car, built by company.....	2,000
Westinghouse break equipment.....	900
Note.....	5,150
Freight and passenger fares due company to 30th April.....	4,854
Interest on \$125,000, Quebec City Bonds, due 1st July, \$2,813, 1st January, \$2,812.....	5,625
	<hr/>
	\$50,929

The balance to be used to provide for any possible excess of work beyond estimates on said sections, and to meet payments on consolidation engines, advances to be made on progress estimates of the company's engineer.

Yours truly,

H. J. BEEMER.

This is the letter of H. J. Beemer to the Quebec & Lake St. John Railway Lumbering and Trading Company, referred to in an assignment made by the Quebec & Lake St. John Railway Company to Messrs. Ross & Co., before Cy. Tessier, at Quebec, on the 3rd July, 1886. To the original of which deed it is annexed.

T. LE DROIT, *President.*
J. G. SCOTT, *Secretary.*
H. J. BEEMER,
JAS. G. ROSS,
CY. TESSIER, N. P.

Exhibit "JS" 11, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

TRANSFER AND ASSIGNMENT.

On this twenty-seventh day of November, one thousand eight hundred and eighty-six, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared:

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Theophile LeDroit, of Quebec, Esquire, merchant, president of said company, and James Guthrie Scott, Esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the Board of Directors of the company at regular meetings held on the twenty-second October, last, and twenty-sixth of November, instant, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of Ross and Co., of the second part;

Which said party of the first part did and doth by these presents assign, transfer and make over unto the said party of the second part, accepting hereof the following subsidies granted and payable by the Dominion of Canada, to help the construction of the Quebec and Lake St. John Railway, *i.e.*

1st. The subsidy of three thousand two hundred dollars per mile, payable upon forty miles of the said railway from station 6410 to station 8522, forming the aggregate sum of one hundred and twenty-eight thousand dollars.

2nd. The special subsidy of nineteen hundred and sixty-one dollars per mile, payable upon the same forty miles of the said railway, *i.e.* from station 6410 to station 8522, forming the aggregate sum of seventy-eight thousand four hundred and forty dollars.

This subsidy having been granted by an Act passed during the last session of the Parliament of Canada.

To have and hold, recover and receive the said subsidies together with the interest thereon from the _____ unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interest and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for securing advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said Quebec and Lake St. John Railway, to enable him to complete the above mentioned forty miles of the same.

The present assignment and transfer being made in compliance with the request of the Quebec and Lake St. John Railway Lumbering and Trading Company.

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

This done and executed at Quebec under the number seven thousand one hundred and forty-one of the records of Cy. Tessier, the undersigned notary.

Edgar versus Caron.

In witness whereof the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*

J. G. SCOTT,

H. J. BEEMER,

JAS. G. ROSS,

CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. Eleven words erased are null and void.

CY. TESSIER, N.P.

Exhibit "JS" 12, for the Crown ; filed 23rd September, 1892.

G. HAMEL,

Clerk, R.C.

On this day, the sixteenth of November, one thousand eight hundred and eighty-seven, before the undersigned, notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared :

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Théophile LeDroit, of Quebec, Esq., merchant, president of said company, and James Guthrie Scott, Esq., of the same place, its secretary, duly authorized to the effects hereof by a resolution of the Board of Directors of the company, at one of their regular meetings, held on the tenth of November, instant, of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of "Ross & Co." of the second part ;

Which said party of the first part did and doth by these presents assign, transfer and make over unto the said party of the second part accepting hereof the following subsidies granted and payable by the Dominion of Canada, to help the construction of the Quebec and Lake St. John Railway, *i.e.* :

1st. The subsidy of three thousand two hundred dollars per mile, payable upon (11·23) eleven miles and twenty-three hundredths of the road, extending from station 8522, a distance of one hundred and thirty miles north of St. Raymond, between Lac Bouchette and Lac à Belley, to station 9115 at Pointe aux Trembles Junction, a distance of (141·23) one hundred and forty-one miles and twenty-three hundredths, north of St. Raymond, aforesaid, forming the aggregate sum of thirty-five thousand nine hundred and thirty-six dollars.

2nd. The special subsidy of nineteen hundred and sixty-one dollars per mile, payable upon the same (11·23) eleven miles and twenty-three hundredths of the said road or railway, forming the aggregate sum of twenty-two thousand and twenty-two dollars.

To have and hold, recover and receive the said subsidies, amounting together to the sum of fifty-seven thousand nine hundred and fifty-eight dollars, unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for the purpose of receiving advances to be made by the said party of the second part to Horace Janson Beemer, of the city of Montreal, Esq., railway contractor, builder of the said Quebec and Lake St. John Railway, to enable him to complete the above mentioned part or section of the same.

The present assignment and transfer being made in compliance with the request of the Quebec and Lake St. John Railway Lumbering and Trading Company, contained in their letter of the twenty-eighth October last.

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

This done and executed at Quebec, under the number seven thousand three hundred and forty-eight of the records of Cy. Tessier, the undersigned notary.

In witness whereof, the said parties have signed with the said notary, after the reading done.

T. LEDROIT, *President.*

J. G. SCOTT.

JAS. G. ROSS.

H. J. BEEMER.

CY. TESSIER, N.P.

A true copy of the original remaining on record in my office.

CY. TESSIER, N.P.

Exhibit "JS" 13, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

On this eighteenth day of February, one thousand eight hundred and eighty-eight,

Before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared:

The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Simon Peters, of Quebec, Esquire, vice-president of said company, and James Guthrie Scott, Esquire, of the same place, its secretary, duly authorized to the effects hereof by a resolution of the Board of Directors of the company, at one of their regular meetings held on the twenty-eighth of January, last (1888), of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of "Ross & Co." of the second part;

Which said party of the first part did and do, by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof: 1st. The subsidy of three thousand two hundred dollars per mile, and the special one of nineteen hundred and sixty-one dollars per mile, granted before the date of the last session of the Federal Parliament, and payable by the

Edgar versus Caron.

Government of the Dominion of Canada, for one hundred and forty-five miles of the Quebec and Lake St. John Railway, from St. Raymond, northward; save and except what parts or portions of the same which have already been transferred to the said Ross & Co. by material deeds up to the date of the sixteenth of November, last (1887), inclusively; by and in virtue of which deeds the above subsidies on (141.23) one hundred and forty-one miles and twenty-three hundredths of said section of road have been assigned, leaving to be ceded in virtue of this present deed the subsidies on (3.77) three miles and seventy-seven hundredths of said road, amounting to an aggregate of (\$19,457) nineteen thousand four hundred and fifty-seven dollars.

2nd. A portion of the subsidy of three thousand two hundred dollars per mile, granted by an Act of said Federal Parliament, passed at its last session, 50-51 Vic., chap. 24, for the nine miles of the western extension of the said railway to Roberval, mentioned in said act, being for that portion of said nine miles which will bring the road to the end of the one hundred and forty-eighth mile from St. Raymond (184th mile from Quebec), i.e., for three miles, forming subsidies to the amount of (\$9,600) nine thousand six hundred dollars, which are hereby transferred.

To have and to hold, recover and receive the said subsidies unto the said party of the second part, to his own proper use and behoof, to the effect whereof the party of the first part doth put, substitute and subrogate him in all its rights, titles, interests and privileges in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for securing advances, to be made by the said party of the second part, to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said Quebec and Lake St. John Railway, to enable him to complete the above mentioned (6.77) six miles and seventy-seven hundredths of the same.

The present assignment and transfer being made in compliance with the request of the Quebec and Lake St. John Railway Lumbering and Trading Company, contained in a resolution of their Board of Directors, dated the twenty-seventh January, last (1888).

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire consent and approval.

This done and executed at Quebec, under the number seven thousand four hundred and nine of the records of Cy. Tessier, the undersigned notary.

In testimony whereof the said parties have signed with the said notary, after the reading done.

SIMON PETERS, *Vice-President.*

J. G. SCOTT,

H. J. BEEMER,

JAS. G. ROSS,

CY. TESSIER, N.P.

A true copy of the original remaining of record in my office.

Exhibit "JS" 14, for the Crown; filed 23rd September, 1892,

GUSTAVE HAMEL,
Clerk, R. C.

On this eighteenth day of February, one thousand eight hundred and eighty-eight,

Before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared: The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in Quebec, represented in this deed by Simon Peters, of Quebec, Esq., vice-president of said company, and James Guthrie Scott, Esq., of the same place, its secretary, duly authorized to the effects hereof by a resolution of the board of directors of the company at one of their regular meetings, held on the twenty-eighth January, last (1888), of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, a member of the Senate of Canada, merchant, trading under the name and style of "Ross & Co." of the second part.

Which said party of the first part did and do, by these presents, assign, transfer and make over unto the said party of the second part, accepting hereof: 1st. A part or portion of the subsidy of three thousand two hundred dollars per mile, granted by an Act passed at the last session of the Federal Parliament, 50-51 Victoria, chapter 24, and payable by the Dominion of Canada for the nine miles of the western extension of the Quebec and Lake St. John Railway to Roberval, mentioned in said act; being for that portion of the said nine miles starting from the terminal point of the one hundred and forty-eighth mile of said railway from St. Raymond (184th from Quebec), to the end of the one hundred and fifty-fourth mile at Roberval, a distance of six miles; forming, of subsidies, an amount of nineteen thousand two hundred dollars (\$19,200).

2nd. A portion of the subsidy of three thousand two hundred dollars per mile, granted by the same Act 50-51 Victoria, chapter 24, to the Saguenay and Lake St. John Railway Company, for thirty miles of their railway, from Lake St. John towards Chicoutimi, or from Chicoutimi towards Lake St. John; being for five miles of their said railway (forming part of said thirty miles) extending from Pointe aux Trembles Junction to a point near the river Metabetchouan, forming a total of (\$16,000) sixteen thousand dollars of subsidy transferred.

This subsidy now belonging to the said company, party of the first part, by and in virtue of an enlargement to them made by the said "The Saguenay and Lake St. John Railway Company," before Cy. Tessier, Notary, at Quebec, on the sixth September, last (1887), the latter company's railway being and forming now the eastern or Chicoutimi extension of the Quebec and Lake St. John Railway.

To have and to hold, recover and receive the said subsidies, unto the said party of the second part, to his own proper use and behoof, to the effect whereof the party of the first part doth put, substitute and subrogate him in all its rights, titles, interest and privileges in the premises, appointing him his attorney for the purpose of receiving said subsidies, from whom it appertains.

The present assignment is thus made for receiving advances to be made by the said party of the second part to Horace J. Beemer, of the city of Montreal, Esq., railway contractor, builder of the said Quebec and Lake St.

Elgar versus Caron.

John Railway, to enable him to complete the above mentioned eleven miles of the same.

To this present deed was also a party, the said Horace Janson Beemer, who, after having taken communication of the above, doth give to the same his entire approval, the whole being done at his request contained in his letter of the twenty-seventh January, last, addressed to the president and directors of the said company.

This done and executed at Quebec, under this number seven thousand four hundred and ten of the records of Cy. Tessier, the undersigned notary.

In testimony whereof, the said parties have signed with the said notary, after the reading done.

SIMON PETERS, *Vice-President.*
J. G. SCOTT.
H. J. BEEMER.
JAS. G. ROSS.
CY. TESSIER, N.P.

A true copy of the original remaining of record in my office.

CY. TESSIER, N.P.

Exhibit "JS" 15, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

TRANSFER AND ASSIGNMENT.

On this thirty-first day of May, one thousand eight hundred and ninety, before the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, personally came and appeared: The Quebec and Lake St. John Railway Company, duly incorporated and having its principal place of business in the city of Quebec, represented in the deed by Elisée Beaudet, Esq., vice-president, and James Guthrie Scott, Esq., secretary of said company, duly authorized by a resolution of the Board of Directors at one of their meetings held on the twenty-sixth of May, instant, of the first part;

And Frank Ross, of the city of Quebec, Esquire, merchant, of the second part.

Which said party of the first part did and doth, by these presents, assign, transfer and make over unto the said party of the second part, accepted hereof, the following subsidies granted by the Dominion Parliament of Canada during its last session, viz: 1st, that of (\$8,200) three thousand two hundred dollars per mile for the new line of the Quebec and Lake St. John Railway, running from Lorette into the city of Quebec, a distance of twelve miles, forming therefore an aggregate sum of (\$88,400) thirty-eight thousand four hundred dollars, and 2nd, that of (\$20,000) thirty thousand dollars for the construction of an iron bridge across the river St. Charles, called the St. Charles bridge.

To have and hold, recover and receive the said subsidies from the Government of Canada unto the said party of the second part, his heirs and assigns, to their own proper use and behoof, to the effect whereof the said party of the first part doth put, substitute and subrogate him in all its rights, in the premises, appointing him its attorney for the purpose of receiving said subsidies from whom it appertains.

This present assignment is thus made for securing certain advances to be made to Horace Janson Beemer, of the city of Montreal, Esquire, railway contractor, builder of the said railway, by the said Frank Ross, assignee.

The said Horace Janson Beemer, hereunto present, declares himself satisfied with the above transfer, which is made at his request.

To this present deed were also a party, the Quebec and Lake St. John Railway Lumbering and Trading Company, duly incorporated and having its principal place of business in the city of Quebec, represented in this deed by Eliée Beaudet, Esquire, vice-president, and James G. Scott, Esquire, secretary of this company, duly authorized by resolution of the Board of Directors, dated the twenty-sixth of May, instant Who does declare that the above assignment has been made with its entire consent and approval.

This done and executed at Quebec, under the number seven thousand nine hundred and forty-nine of the records of Cy. Tessier, the undersigned notary.

In witness whereof, the said parties have signed with the said notary, after the reading done.

E. BEAUDET, V.P.Q. & L. St. J. R. L. & T. Co.
E. BEAUDET, V.P.Q. & L. St. J. R. Co.
J. G. SCOTT, Secy. Q. & L. St. J. R., L. & T. Co.
J. G. SCOTT, Secy. Q. & L. St. J. Ry. Co.
FRANK ROSS.
H. J. BEEMER.
CY. TESSIER, N.P.

A true copy of the original remaining of record in my office. Fourteen words erased are null and void and one marginal note good.

Exhibit "JS" 16, on cross-examination; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

STATEMENT of subsidies voted to the Quebec and Lake St. John Railway by the Dominion Government.

MAIN LINE.

1882, 45 Vic., chap. 14, St. Raymond to Lake St. John, 120 miles.....	\$384,000
1883, 46 Vic., chap. 25, short mileage, 25 miles.....	80,000
1884-85, 48-49 Vic., chap. 59, C. P. R. Junction to St. Raymond, 32 miles.....	96,000
1885, 49 Vic., chap. 10, additional \$1,961 per mile...	186,295
1887, 50-51 Vic., chap. 10, short mileage, 9 miles...	28,800
1890, 53 Vic., chap. 2, Lorette line, 12 miles.....	38,400
1890, 53 Vic., chap. 2, St. Charles bridge.....	30,000
	<hr/>
	\$848,495

CHICOUTIMI LINE.

1888, 51 Vic., chap. 3, 30 miles.....	\$96,000
1889, 52 Vic., chap. 3, 20 miles.....	64,000
	<hr/>
	160,000
	<hr/>
	\$1,008,495

QUEBEC, 20th September, 1892.

Edgar versus Caron.

Exhibit "JS" 17, on cross-examination ; filed 25th November, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

The annual general meeting of the shareholders of the Quebec and Lake St. John Railway Company was held at the company's offices, St. Andrew street terminus, Quebec, on Thursday, 12th May, 1892.

The annual report of the directors was read to the meeting, and adopted as follows :—

ANNUAL REPORT.

The directors of the Quebec and Lake St. John Railway Company beg to report as follows with regard to the operations of the past year :—

PROGRESS OF WORKS.

Since the date of the last annual report, the new line into the city of Quebec, *via* Lorette and Charlesbourg, has been completed and opened for traffic. The local passenger trains have been running over this line since the 1st July, last, and all the company's trains since the 4th October. The new city terminal station and general offices in Quebec were completed by the end of December, and have been occupied and trains running there since the 1st January of the present year. The terminus is well situated in the centre of the city, adjacent to the new Louise docks, and the terminal station and offices are very commodious and suitable for the business of the road. The new workshops in Quebec have also been completed, and the mechanical staff have been removed there from St. Raymond.

Some work still remains to be done in filling in the terminal ground at Quebec, and in building a round house and car shops. The work of ballasting and widening, reducing grades and taking out curves was also carried on during the whole of last season between Rivière à Pierre Junction and Lake St. Joseph.

The sum of £200,000 sterling had been placed by the bondholders in the hands of the Railway Share Trust and Agency Company (limited) of London, as trustees, to be expended in improving and equipping the railway. This sum was deposited with Messrs. Glyn, Mills, Currie & Co., in London, and was paid out monthly, as the work was done, upon estimates of the company's chief engineer, certified by Mr. A. L. Light, M. Inst. C.E., who was appointed by the trustees as their engineer, acting under instructions from Messrs. Hanson Bros., agents of the trustees in Canada. The trust fund has been expended as follows :—

Completing and improving the line between Chambord Junction and Roberval, Lake St. John.....	£20,693
Additional locomotives and rolling stock.....	27,565
Terminal grounds, grain elevator and buildings at Quebec	24,350
Ballasting	7,460
New line into the city of Quebec, 12 miles.....	56,789
Raising and widening road bed, reducing grades and curves, and general improvements.....	68,116
Sterling.....	£200,478

This large sum of money has been carefully and judiciously expended, and, in the opinion of your board, it has served to place the road in a position second to none of its class in Canada, in point of construction and equipment.

An extension of time has been granted to Mr. Beemer, for the completion of his contract for building the branches to Chicoutimi and St. Alphonse, and to La Tuque, on the River St. Maurice. The difficult and expensive bridges over the River Metabetchouan and the two next rivers on the Chicoutimi extension, are nearly completed, the masonry of the first being finished, the stone cut for the other two, and the steel superstructure of all three delivered on the ground. Mr. Beemer is making every effort to have the line completed to or near the town of Chicoutimi by the summer of 1893, so as to take advantage of the large tourist travel expected in Canada, in connection with the Chicago Exhibition. Surveys have been made for the branch line to La Tuque, on the river St. Maurice, and an excellent location has been found, which will allow of the construction of a line almost without gradients, a most important feature, as this branch is expected to handle the heavy lumber trade of the St. Maurice Valley. The engineers report that it will run through a country well suited for settlement, and heavily timbered.

TRAFFIC.

The traffic accounts for the year ending 31st December, 1891, are now submitted to you, the mileage in operation having been 190 miles.

The number of passengers carried during the year was 84,736, and the number of tons of freight 111,497, as against 95,962 tons the previous year.

The freight consisted of:—

2,735	car loads of cordwood, or 27,350 cords.	
2,406	" " " sawn lumber	} 82,544,000 feet B. M.
138	" " " square timber,	
168	" " " ties.	
136	" " " pulp and paper, 2,040 tons.	
1,007	" " " general merchandise, 15,105 tons.	

6590 cars.

The depressed condition of the market for spruce deals during the whole of last year prevented the sale of the produce of all the mills along the road. Consequently all the lumber was held over, and the railway did not get the freight. Towards the fall, business improved, and large sales were made, so that during the coming shipping season we may expect to carry a large portion of two seasons' cut, estimated at about seventy million feet B. M. About 470,000 logs have been made for the various mills on the railway, during the past winter. Two new mills have been built since last year and another large one is being arranged for. The Lower Laurentian Railway, connecting with our line at Rivière à Pierre Junction, was opened for traffic in November last, and is giving us considerable business. The enlarged hotel at Roberval, and the Island House at the Grand Discharge of Lake St. John, were opened in July, last, and were well patronized. The former has accommodation for 300 guests, and is handsomely furnished throughout, and equipped with electric light and every modern convenience. The new steel steamer "Mistassini" having a capacity for 400 passengers will be launched at Roberval in a few days, and will run daily between Roberval and the Island House during the tourist season. It is expected that the completion of the railway extension to Chicoutimi will attract a very large tourist travel in connection with the

Edgar versus Caron.

Saguenay steamers. The officers of the Canadian Pacific, Grand Trunk, Boston & Maine, New York Central and other large roads are giving their active assistance in sending tourist travel to Lake St. John, and all predict a very large business for this route when it can be combined with the Saguenay trip.

The accounts for last year, now submitted, show a very considerable saving in the cost of operating the road, as compared with the previous year. It is expected that the current year's expenses will be much further reduced, as the Board decided in October last to make the passenger train service between Rivière à Pierre and Roberval tri-weekly, instead of daily, during the winter months. The opening of the company's own terminus in Quebec came too late to affect the accounts for the year 1891. But it is causing a very marked economy in the operations of the present year, practically saving all the heavy terminal charges hitherto paid to the Canadian Pacific Railway, besides enabling the company's business to be done in a much more satisfactory manner. The increased traffic, which we have every reason to expect, and the reduction in terminal and other expenses which we are now enabled to carry out, will, it is confidently expected, enable the company to show a very satisfactory result for the business of the current year. The company's repair shop at St. Raymond was burned in September last, and two engines and some machinery damaged. The loss was fully covered by insurance. The shop has since been rebuilt.

The past winter has been exceptionally favourable for railways all over Canada, as regards snow. Our trains have suffered no detention, and we have employed no extra labour whatever.

COLONIZATION.

The directors have continued to use every effort to encourage the settlement of the country served by the railway. Circular letters have been sent to the clergy in every parish in the province, inviting delegates to visit the Lake St. John district, for the purpose of reporting on the country and its productions. Illustrated pamphlets, descriptive of the district, have been circulated throughout the province and through the Government agencies in Europe. All new settlers, with their families and effects, are carried free over the railway from Quebec to Lake St. John. These efforts have commenced to produce some results, and during the past year 141 new settlers, some of whom were from Belgium and England, but principally from the province of Quebec and the New England States, were sent by the company into the district. A vigorous colonization policy on the part of the Government, and the offer of free grant lands, or partly improved farms, would doubtless produce greater results. The company's application to the Federal Government to establish an experimental farm in the Lake St. John district, similar to those at Ottawa, in the North-West, and in other provinces, has been renewed. The crops in the Lake St. John district last year were very abundant, and will, no doubt, encourage new settlers to go in this year. A considerable quantity of grain came to Quebec over this railway.

MAINTENANCE

The bridges, track, rolling stock, road-bed, stations and other property of the company are being kept in good repair and condition.

The whole respectfully submitted.

FRANK ROSS, *President*.
J. G. SCOTT, *Secretary*.

QUEBEC, 12th May, 1892.

The ballot for the election of directors for the ensuing year was then proceeded with, and the scrutineers declared the following gentlemen elected, viz: Frank Ross, E. Beaudet, Simon Peters, Hon. P. Garneau, Gavin Moir, Hon. F. Langelier, M. P., Thos. A. Piddington, Jules Tessier, M.P.P., John Theodore Ross, and also Mr. E. Hanson, of Montreal, and the Hon. George Irvine, as representing the trustees of the bondholders. In addition to whom, the non-elective members of the board are Mr. Joseph Frémont, Mayor, representing the city of Quebec, Hon. Judge J. A. Gagné, representing the county of Chicoutimi, and Mr. Lawrence Stafford, named by the Government of the province of Quebec.

On motion of Mr. Siméon Lesage, Deputy Minister of Public Works, seconded by Mr. Cyrille Tessier, N. P., a vote of thanks was adopted to the retiring directors and to the officers of the company.

The meeting then adjourned.

Exhibit "J.S." 18, on cross-examination; filed 23rd September, 1892.

GUSTAVE HAMEL,

Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY.

(See Nos. 2, 14, 49, 82, 126, 140, 177, 220 and 232.)

By the Subsidy Act of 1882, a subsidy of \$584,000 was granted for a line from St. Raymond to Lake St. John. By the Act of 1883 the Quebec and Lake St. John Railway Company, engaged in the work of constructing this line, were permitted to receive a further subsidy of \$80,000. By the Act of 1885 a subsidy of \$96,000 was authorized for a line extending from the point of their junction with the North Shore Railway (4 miles from Quebec) up to St. Raymond (36 miles from Quebec), conditionally upon the construction of their line to a point 50 miles north of St. Raymond, and by the Act of 1886 a subsidy was authorized, not exceeding \$186,295, for the portion 95 miles, extending from the point 50 miles north of St. Raymond to Lake St. John.

By the Act 50-51 Vic., ch. 24 (1887), an additional subsidy not exceeding \$28,800 was authorized for a distance of 9 miles, the distance which previous subsidies granted were short of covering from the city of Quebec to Lake St. John. By this Act authority was given for payment up to the 23rd of June, 1888 (under the usual conditions) of balances available from the subsidies granted in 1882 and 1883. The aggregate of the subsidies granted to this company for the whole distance from Quebec to Lake St. John is \$775,095, the number of miles subsidized being 186.

An agreement was duly entered into on the 4th of September, 1883, in respect of the two subsidies first named, under which this line was to be completed by the 25th of May, 1887, the portion up to Lake Edward to be completed by the 31st of December, 1885, and on the 10th of February, 1886, an agreement was signed covering the third subsidy, namely, that of 1885. For the subsidies granted in 1886 and 1887 no further contracts are required, these subsidies being applicable to works embraced in the previous contracts.

Edgar versus Caron.

The road is in operation up to Roberval, on Lake St. John, 190 miles from Quebec.

By the Act 51 Vic., ch. 3, a subsidy to the extent of \$96,000, previously granted to the Saguenay and Lake St. John Railway Company for 30 miles of their railway from Lake St. John towards Chicoutimi, was transferred to this company, and under authority of an Order in Council of the 17th of November, 1888, a contract was made with them on the 5th of December for this work, which starts from Chambord Junction, near Lake St. John, on their main line; the work to be completed by the 1st of August, 1890. The location for these 30 miles has been approved by an Order in Council of the 17th of November, 1888.

By the Act 52 Vic., ch. 3 (1889), a further subsidy of \$64,000 was granted for an additional 20 miles, making the total subsidy for this branch \$160,000.

By the Act 53 Vic., ch. 2 (1890), a subsidy to this company, to an extent not exceeding \$30,000, was authorized for a railway bridge over the River St. Charles; also a subsidy, limited to \$38,400, for 12 miles of railway from Lorette *viâ* Charlesbourg to Quebec. Under date the 2nd of December, 1890, both these subsidies were covered by one contract, the work to be completed by the 1st of October, 1891.

By the Act 54-55 Vic., ch. 8, there was expressly voted the difference, \$5,250, between the \$30,000 mentioned in the above subsidy for the St. Charles bridge and the amount actually paid the company.

During the fiscal year there has been paid the sum of \$70,350, making the total payments up to the 30th of June, 1891, for both main line and branches, \$818,705. Since that date there has been paid the further sum of \$5,250, making the total payments to the company up to the 31st of December, 1891, \$823,955.

TEMISCOUATA RAILWAY COMPANY.—RIVIERE DU LOUP TO EDMUNDSTON.

(See Nos. 3, 62, 127, 141 and 226.)

Towards the construction of a line from Rivière du Loup or Rivière Ouelle, or from some point between them, to Edmundston, Parliament, in 1882, voted a subsidy of \$240,000, and by the Act 48-49 Vic, chap. 58, a further subsidy, not exceeding \$258,000 was voted for the same work, making a total subsidy of \$498,000.

Under express provisions of this Act a charter was granted by Orders in Council of the 3rd and 7th of October, 1885, to certain persons constituting "The Temiscouata Railway Company," their object being to build the said road, and such charter, being published in the *Canada Gazette* of the 10th of that month, has force and effect as if an Act of Parliament. This charter was subsequently confirmed and amended by the special Act 50-51 Vic., ch. 71 (1887). Under the said charter the company have power to construct a road from the Intercolonial Railway at Rivière du Loup to Edmundston. On the 21st June, 1886, a contract was duly entered into with the company for the work subsidized, the whole to be completed by the 1st of August, 1889. The location of the road, 80½ miles *viâ* Lake Temiscouata and the River Madawaska, was approved of by an Order in Council of the 30th of September, 1886.

On the 22nd November, 1888, the company were permitted to open the road for traffic.

By the Act 51 Vic., ch. 3 (1888), a subsidy of \$100,000 was granted to this company for 20 miles of their branch railway from Edmundston towards the River St. Francis, in lieu of a subsidy granted the previous year.

The company having applied to be admitted to contract, authority was given by an Order in Council passed on the 31st of December, 1888, which also approved of the location; and the contract was signed on the 22nd January, 1889.

By the Act of 1890, 53 Vic., ch. 2, a subsidy to the limit of \$51,200 was authorized for a further distance of 16 miles. A contract under this subsidy was made with the company on the 20th of October, 1891, covering the distance, 12 miles, between Clair's siding and Connor's station. The branch up to this point, 31½ miles, has been completed.

During the fiscal year payments have been made to the extent of \$82,770, and subsequently a further sum of \$54,830 has been paid, making the total payments up to the 31st of December, 1891, \$624,800.

Exhibit "JS" 19, for the Crown; filed 23rd September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THIS DAY, the seventeenth of December, one thousand eight hundred and eighty-five, at the request of the Quebec and Lake St. John Railway Lumbering and Trading Company, duly incorporated and having its principal place of business at the city of Quebec, I, Cy. Tessier, the undersigned notary public for the province of Quebec, Canada, residing in the city of Quebec, went to the office, in Quebec, of Horace Janson Beemer, of the city of Montreal, Esquire, contractor, situate on St. Peter street, and then and there being and speaking to himself,

I did say, intimate and make known unto him the said Horace Janson Beemer, that whereas by and in virtue of a certain contract entered into between him and the said company, executed before Cy. Tessier, Notary, at Quebec, on the tenth of July, one thousand eight hundred and eighty-three, it is among other things stipulated "that whereas the company and its directors have expended time, labour and money for the building of the said Quebec and Lake St. John Railway to an amount which by mutual consent is put down at (\$450,000) four hundred and fifty thousand dollars, one of the conditions of this contract is that the company shall be paid and refunded to the extent of said sum of four hundred and fifty thousand dollars by the contractor, as follows: (\$200,000) two hundred thousand dollars out of the first moneys derived from the first sale of bonds to be issued on the first and second sections above described, but, in any case, not later than in two years from this date."

And whereas the said two years have elapsed and expired since the tenth of July, last (1885).

And whereas the said Horace Janson Beemer has not yet complied with the requirements of the above cited clause, inasmuch as he has not yet paid the said sum of two hundred thousand dollars nor any part or portion thereof.

And whereas the said company suffers great loss, damage and prejudice by the fact that the above sum has not been paid.

Edgar versus Caron.

I, the said notary, at the request aforesaid, did summon and require the said Horace Janson Beemer to comply forthwith with the above cited clause and to pay without any further delay the said sum of two hundred thousand dollars, in default of which the said company will hold him liable and accountable for all prejudice, loss and damage and interest which they will sustain from the default of payment of the said sum and the want of execution of the above cited clause.

To which the said Horace Janson Beemer answered: "I have not paid the two hundred thousand dollars because, notwithstanding every effort in London and elsewhere, it has been found impossible to sell the bonds without too great a sacrifice until the road is nearer completion, but the course pursued has been in the best interest of all concerned, as the works are being rapidly pushed and the company now have eighty-two miles of railway as security for their money instead of thirty-two miles which they had when I took the road."

H. J. BEEMER.

I, the said notary, at the request aforesaid, have therefore protested and by these presents do solemnly protest as well against the said Horace Janson Beemer as against all others whom it may concern for all losses, costs, damages and expenses which have been already suffered and sustained and which may be hereafter suffered and sustained in consequence of the premises aforesaid.

This done and protested at the time and place aforesaid and recorded in the office of the said undersigned notary, under the number six thousand nine hundred and sixty-one.

And so that of the premises he may not pretend ignorance, I have left with the said Horace Janson Beemer, speaking as aforesaid, an authentic copy of these presents.

In testimonium veritatis.

CY. TESSIER, N. P.

A true copy of the original remaining of record in my office. One marginal note good.

Exhibit "JS" 20, on cross-examination; filed 29th September, 1892.

G. HAMEL,
Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY.

STATEMENT for the "Royal Commission," showing the details of the "actual cash" expended in the construction and equipment of the road.

Monthly progress estimates paid to McCarron and Cameron, contractors, for ten miles, St. Raymond to Lac Simon, and to H. J. Beemer, contractor, from Lac Simon to Roberval, and the Chicoutimi line, &c., per statement attached hereto.....	\$3,417,077
Cost of rails and fastenings furnished by H. J. Beemer, not included in the estimates, 154 miles at \$2.802 per mile.....	\$481,508
Less allowed in the estimates.....	17,062
	414,446

Expended by construction company on 32 miles, C.P.R. Junction to St. Raymond.....	450,000
Expended by Gosford shareholders on road-bed, prior to construction company.....	100,000
	<u>\$4,381,528</u>

The difference between this sum and the total of the attached statement of \$4,547,971 received, can be accounted for by the interest paid to the Quebec Bank for ten years, on advances by the bank to the construction company (included in the above \$450,000) which interest amounts to about \$148,000; and by the interest upon advances made by Ross & Co. to Beemer, which is included on his liability to them, but does not appear in the progress estimates.

J. G. SCOTT,

Secretary.

Quebec, 28th September, 1892.

STATEMENT of the amount of money received and expended in construction of the Quebec and Lake St. John Railway.

Contracting company.....	\$450,000 00
Gosford shareholders.....	100,000 00
English bondholders (trust fund £200,000 sterling cash).....	975,585 00
Ross & Co. (due them by Beemer).....	220,000 00
City of Quebec grant.....	450,000 00
	<u>\$2,195,585 00</u>
Dominion subsidies.....	\$ 844,927 73
Provincial ".....	1,507,458 11
	<u>\$2,352,385 84</u>
	<u>\$4,547,970 84</u>

J. G. SCOTT,

Secretary.

Quebec, 28th September, 1892.

SUMMARY of Estimates, since the completion of the road to St. Raymond.

St. Raymond to Lake Simon, McCarron and Cameron... \$ 66,981
 Lake Simon to Roberval and Lorette line (*i. e.* main line)

Chicoutimi line and bridges, and Quebec terminus,

H. J. Beemer, viz. :—

Main line, through Ross & Co.....	\$1,906,486
" " sterling bonds.....	974,154
Quebec terminus, through banks.....	13,863
Chicoutimi line ".....	815,446
" bridges ".....	140,147
	<u>3,350,096</u>
	<u>\$3,417,077</u>

Edgar versus Caron.

Attached hereto is estimate No. 38, being the progress estimate for October, 1887, as a sample of the manner in which all advances were made monthly by Ross & Co. to H. J. Beemer. Copies of the others may be furnished if required.

Quebec, 28th September, 1892.

J. G. SCOTT,
Secretary.

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENT of Progress Estimates of work done by McCarron and Comeron,
contractors, from 1st May, 1882.

No. Date.	Engineer.	Section.	Remarks.
1 Aug. 31	Cadman.....	St. Raymond	
		L. Simon.....	\$11,760 70
2 Sept. 30	"	.....	4,607 23
3 Oct. 31	"	.....	7,922 29
4 Nov. 30	"	.....	7,072 29
5 Jan. 31	"	.....	2,246 85
— —	"	.....	3,589 16
6 June 30	"	.....	3,151 08
7 July 31	"	.....	4,914 92
8 Aug. 31	"	.....	2,589 82
9 Sept. 30	"	.....	2,700 00
10 Oct. 31	"	.....	1,876 89
11 Nov. 30	"	.....	5,533 72
		Add 10 p.c. drawback and deposit.....	9,015 92
			<hr/> \$66,980 87

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENT of Progress Estimates of work done by H. J. Beemer, contractor.

No. Date.	Engineer.	Section.	Remarks.
1884.			
1 Aug. 1	Cadman.....	Main line from L. Simon to Roberval...	\$55,334 25
2 Sept. 1	"	.....	14,671 20
3 Oct. 1	"	.....	18,412 25
4 Nov. 1	"	.....	18,826 90
5 Dec. 1	"	.....	18,267 65
1885.			
6 Jan. 1	"	.....	7,899 50
6½ Feb. 1	"	.....	15,650 29
7 Nov. 1	"	.....	4,596 09
Nov. 1	"	.....	27,129 30
8 April 1	"	.....	51,610 75
9 May 1	"	.....	30,227 70
10 June 1	"	.....	20,063 45
11 July 1	"	.....	41,254 70 Rails & Fast'gs. \$7930

No.	Date.	Engineer.	Section.	Remarks.
12	Aug. 1	Cadman.....	34,058 80	
13	Sept. 1	"	26,638 00	
14	Oct. 1	"	23,109 00	
15	Nov. 1	"	42,263 00	
16	Dec. 1	"	34,828 00	
13a	Sept. 1	"	34,817 50	
1886.				
17	Jan. 1	Light.....	23,092 00	
18	Feb. 1	"	19,027 00	
19	Mar. 1	"	23,346 00	
20	April 1	"	38,444 00	
21	May 1	"	40,509 00	
22	June 1	"	41,489 00	
23	July 1	"	52,719 00	
24	Aug. 1	"	51,445 00	
25	Sept. 1	"	55,503 00	
26	Oct. 1	"	All div. main line.....	
			47,775 00	
27	Nov. 1	"	55,791 00	
28	Dec. 1	"	53,206 00	
1887.				
29	Jan. 1	"	48,708 39	
30	Feb. 1	"	33,533 49	Rails and fast'gs \$2,180
31	Mar. 1	"	32,508 40	
32	April 1	"	34,845 90	
33	May 1	"	44,191 45	
34	June 1	"	61,678 20	
35	July 1	"	75,145 45	
36	Aug. 1	"	63,077 75	
37	Sept. 1	"	57,216 00	
38	Oct. 1	"	52,846 62	
39	Nov. 1	"	40,000 00	
40	Dec. 1	"	36,749 50	Rails and fast'gs \$6,952 (Statement).
1888.				
41	Jan. 1	"	30,375 05	
42	Feb. 1	"	20,004 80	
43	Mar. 1	"	21,449 60	
44	April 1	"	15,529 85	
45	May 1	"	20,650 90	
46	June 1	"	23, - 22 10	
47	July 1	"	26,192 44	
48	Aug. 1	"	8,551 60	
49	Sept. 1	"	15,199 20	
50	Oct. 1	"	13,655 00	
51	Nov. 1	"	6,011 00	
52	Dec. 1	"	8,362 60	
1889.				
	to June 1	"	94,676 53	

\$1,906,486 15

Edgar versus Caron.

H. J. BEEMER's Progress Estimate paid from Sterling Trust Fund.

No.	Date	Engineer.	Section.	REMARKS.
1889.				
1	May 22	Light.....	Several.....	\$ 18,850 00
2	July 17	"	"	66,516 00
3	" 29	"	"	40,700 00
4	Aug. 1	"	"	51,900 00
5-6	Sep. 17	"	"	11,574 68
7-8	Oct. 4	"	"	29,840 00
9	" 17	"	"	11,982 25
10	Nov. 11	"	"	25,461 00
11	Dec. 10	"	"	20,160 85
1890.				
12	Jan. 16	"	"	19,892 55
13	Feb. 19	"	"	17,949 50
14	Mar. 10	"	"	3,774 80
15	Apr. 22	"	"	6,135 10
16	Jan. 12	"	"	13,285 56
17	July 14	"	"	32,444 74
18	Aug 11	"	"	33,401 28
19	Sep. 4	"	"	25,468 16
20	" 4	"	"	20,000 00
21	Oct. 1	"	"	5,000 00
22	" 17	"	"	33,507 35
23	Nov. 18	"	"	53,307 00
24	" 13	"	"	36,786 21
25	Dec. 15	"	"	20,612 34
26	Nov. 18	"	"	48,680 00
1891.				
27	Jan. 27	"	"	7,672 27
28	" 27	"	"	12,088 51
29	Mar. 17	"	"	5,684 88
30	Apr. 7	"	"	7,888 89
31	May 27	"	"	5,898 86
32	Jan. 4	"	"	18,000 68
33	June 18	"	"	9,000 00
34	July 20	"	"	24,134 00
35	Aug. 25	"	"	20,854 99
36	Sep. 17	"	"	4,290 59
37	Oct. 26	"	"	21,588 46
38	" 26	"	"	17,741 07
39	Nov. 25	"	"	1,620 60
				<hr/> \$902,688 14
ST. CHARLES' BRIDGE.				
1	June 12	Light.....		46,804 80
2	July 14	"		3,695 20
3	Aug. 12	"		5,167 75
4	Sep. 4	"		8,207 80
5	Oct. 17	"		8,090 80
				<hr/> \$ 71,465 85
				<hr/> \$974,153 99

FROM BANKS—completing terminus in Quebec.

1891.

40	Dec, 24	Hoare.....	\$ 11,211 97
41	Jan. 18	"	2,650 85
			<u>\$13,862 82</u>

H. J. BEEMER'S Progress Estimates, Chicoutimi Line.

No.	Date.	Engineer.	Section.	Remarks.
1888.				
1	Mar. 1	Light.....	Metabetchouan	\$3,162 40
2	Apr. 1	"	"	10,970 40
3	May 1	"	"	6,975 20
4	June 1	"	"	21,358 30
5	July 1	"	"	20,752 20
6	Aug. 1	"	"	6,280 32
7	Sept. 1	"	"	963 00
8	Oct. 1	"	"	450 00
11	Jan. 1	"	"	240 00
				<u>\$71,101 82</u>

1892.

1	May 1	Hoare.....	St. Jérôme and following..	\$14,478 00
2	June 1	"	"	9,500 00
3	July 1	"	"	16,608 44
4	Aug. 1	"	"	39,736 11
5	Sept. 1	"	"	61,970 99
6a	Sept. 1	"	"	19,950 62
4a	Aug 24	"	"	82,100 00
				<u>\$315,445 98</u>

H. J. BEEMER'S Progress Estimates, Bridges on Chicoutimi Line.

No.	Date.	Engineer.	Remarks.
1891.			
1	Mar. 1	Hoare.....	Bridges
2	Apr. 1	"	"
3	May 1	"	"
4	June 1	"	"
5	July 1	"	"
6	Aug. 1	"	"
7	Nov. 1	"	"
1892.			
8	May 1	"	"
9	June 1	"	"
			<u>\$140,147 70</u>

Edgar versus Caron.

Exhibit "JS" 21, on cross-examination; filed 29th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

QUEBEC AND LAKE ST. JOHN RAILWAY.

ENGINEER'S ESTIMATE OF WORK DONE TO 1ST OCTOBER, 1887.

SUMMARY OF ESTIMATES.

Batiscan and Miguish.....	\$226,569 40	\$225,069 40
Ile Edward	126,912 40	118,237 40
Pearl Lake	92,162 50	92,162 50
Lake Edward.....	111,148 74	109,148 74
Summit	106,691 90	106,691 90
Cedar Lake.....	88,722 15	88,722 15
Joseph Louis.....	72,667 90	74,293 90
Noisy River.....	65,377 70	68,150 90
Lac Bouchette.....	93,843 30	105,128 72
Valcartier.....	2,058 25	2,058 25
Grignon Gully.....	70,258 90	113,007 30
Tanks	13,000 00	14,500 00
Repairing bridge, Quebec div.....	2,500 00	2,500 00
Ties for maintenance	9,550 50	9,550 50
Steel rails, Quebec div	700 00	700 00
Station, Rivière à Pierre.....	1,250 00	1,250 00
Ballast, Quebec div.....	1,078 69	1,078 69
Timber, sawn pine.....	3,137 90	3,137 90
Telegraph, completed 130 miles.....	2,060 40	6,500 00
Shops, Lake Edward	1,000 00	6,575 00
Location survey.....	37,500 00	40,000 00
Portland cement.....	510 00	510 00
Rails and fastenings	2,180 00	2,180 00
Proportion of rolling stock.....	58,500 00	60,050 00
13,030 cubic yards gravel from Beau- det pit, repairing wash-outs.....	3,909 00	3,909 00
Fencing, 4 miles.....	1,024 00	2,048 00

\$1,194,313 63 \$1,257,160 25

1,194,313 63

Deduction by order of the board on
account of \$20,000 advanced on
supplies..... 10,000 00

\$52,846 62

NOTE.—\$950 deducted for repairing car, see statement.

Approved.

A. I. LIGHT,

Acting Chief Engineer.

Approved by the board 18th October, 1887.

J. G. SCOTT,

Secretary.

QUEBEC, 17th October, 1887.

Statement of telegraph line.

130 miles complete from Lac Simon
to Pointe aux Trembles.... \$6,500 00

Less paid on account :

1st Nov., 1885, 30 miles, \$1,500.....	(Transferred from
1st Jan., 1887, 35 " 1,750.....	Bat. Mg.) Div.
1st June, 1887, 388 poles, 80c. \$310.40..	3,560 40 Est.
	<hr/> \$2,939 60

All clearing is completed according to contract, except 9 acres which has been left for cord-wood and is not dangerous to surrounding timber; the incomplete clearing on Grignon Gully division is accounted for in estimate.

E. A. HOARE.

HORACE J. BEEMER, CONTRACTOR.

Constructing railways and financing therefor, a specialty.

162 St. James Street,

MONTREAL, 15th October, 1887.

*Statement of items allowed on account of workshops at**Lake Edward :*

Allowed in estimate of November 1st, 1886.....	\$1,000 00
Transferred from { Machinery and tools for repairs..	\$1,325
Ile Edward { Engine house and repair shop..	1,150
division. { Water tank with steam pump..	1,100
Buildings for stone offices, &c., taken from Lake Edward	
division.....	\$2,000
	<hr/> \$6,575 00

E. A. HOARE,
A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

QUEBEC, 15th October, 1887.

ROLLING STOCK FURNISHED BY H. J. BEEMER.

1884.		
March 31.	For 1 locomotive No. 5.....	\$ 12,000
	17 platform	7,820
	2 box cars.....	1,120
	1 snow-plough (built out of flat cars).....	2,000
Aug. 2nd.	4 box cars	2,240
	6 platform cars.....	2,760
1885.		
Sept. 9th.	12 platform.....	5,520
Nov. 28rd.	1 locomotive, No. 7.....	12,000

Edgar versus Caron.

1886.		
July 15th.	1 baggage express car.....	2,000
Sept. 27th.	40 platform cars.....	18,400
	3 passenger cars from Boston.....	6,300
Dec. 4th.	1 locomotive, No. 9.....	12,000
1887.		
Jany. 7th	1 locomotive, No. 10.....	12,000
August.	6 flats and 4 box (to replace 10 flats taken on c).....	5,000
	1 locomotive, No. 11.....	12,000
	Westinghouse brake equipment.....	900
	1 snow-plough "snowbird."	1,550
		<hr/>
		\$ 115,310
	Less already paid as per estimate....\$ 58,500	
	Allowance on snow-plough "snow bird"....	1,550
		<hr/>
		60,050
		<hr/>
	Advance by Ross & Co., snow-plough acct...\$ 55,260	
	Amount due on rolling stock.....	35,300
		<hr/>
		\$ 19,960

QUEBEC AND LAKE ST. JOHN RAILWAY.

Batiscan, McGuick to date.....	\$ 226,569 40
Less 30 miles telegraph, transferred to tele- graph acct. in summary	1,500 00
	<hr/>
	\$ 225,069 40

E. A. HOARE.
A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

ENGINEER'S ESTIMATE OF WORK DONE TO 1st OCTOBER, 1887.

LE EDWARD DIVISION.

Station.	Work.	Quantities.	Contractor. Remarks.
	Amount as per previous estimate ...	\$126,912 40	
	Less amount allowed in Jan.-Mar., 1886, transferred as follows	8,675 00	
		<hr/>	
		\$118,237 40	

E. A. HOARE.

Snow plough	\$1,550 00	Transferred to roll- ing stock acct.
Survey	1,500 00	Location survey acct.
Turntable	1,100 00	
Repairing engine and cars.....	950 00	Grignon Gully taken out.
Machinery and tools for repairs....	1,325 00	
Engine house and repair shop	1,150 00	
Water tank with steam pump.....	1,100 00	Toshops L. Edward.

A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

L. EDWARD DIVISION.

Contractor

Amount as per estimate, 1st July..	\$111,148 74
Less Buildings for store, office, &c., transferred to shop at Lake Edward	2,000 00

\$109,148 74E. A. HOARE.
A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

JOSEPH LOUIS DIVISION—H. J. BERMER, CONTRACTOR.

Amount as per previous estimate ..	\$72,667 90
30 Acres clearing	1,890 00

\$74,557 90

Less 330 telegraph poles now re- turned on telegraph line..	264 00
--	--------

\$74,293 90E. A. HOARE,
A. L. LIGHT.*Memo. explanatory of the above.*

Amount returned on previous est ..	\$74,557 90
Deducted by order of Mr. Light from summary of Sept. estimate, being half of the \$8,780.....	1,890 00

72,647 901,890 00

Clearing, now complete.....

74,557 90

Less 330 telegraph poles now re- turned in telegraph line work to date on this division	264 00
---	--------

\$74,293 90

QUEBEC AND LAKE ST. JOHN RAILWAY.

NOISY RIVER DIVISION—H. J. BREMER, CONTRACTOR.

Amount as per previous estimate...	\$67,267 70
Earth widening, cutting	1,147 20
3824 C. Y. at 30 cts.....	

\$68,414 90264 00

Less 330 poles returned.....

\$68,150 90In telegraph account.....
A. L. LIGHT.

E. A. HOARE.

Edgar versus Caron.

Memorandum explanatory of the above :—

Amount returned as per previous estimate	\$67,267 70
Deducted in summary of September estimate by Mr. Light for imperfect clearing, being one-half of the item 3,780....	1,890 00
	<hr/>
	\$65,377 70
Clearing—now complete.....	1,890 00
7962-7967 Earth widening cuttings.....	1,147 20
	<hr/>
	\$68,414 90
Less telegraph poles returned on telegraph line.....	264 00
	<hr/>
	\$68,150 90

QUEBEC AND LAKE ST. JOHN RAILWAY.

L. BOUCHETTE DIVISION—H. J. BEEMER, CONTRACTOR.

Station.	Work.	Quantities,	Remarks.
	Amount as per previous estimate.	\$93,843 30	
	Culvert pipe at 8,208.....	900 00	
9,014	Cub. yds. earth widening at 8,293.....	2,704 20	
14,485	Cub. yds. ballast and fitting \$30.....	4,345 50	
94,752	Feet B. M. pine timber \$35.....	3,316 32	
		<hr/>	
		\$105,109 32	Note.
			This item will be distributed over the 4th Division next month.
	Less—3,520 fence posts now returned in the fencing.....	352 00	
		<hr/>	
		\$104,757 32	
2,118	Cubic yards earth omitted last month, not being measured	635 40	
		<hr/>	
		\$105,392 72	
	Less 330 poles transferred to telegraph account.....	264 00	
		<hr/>	
		\$105,128 72	

E. A. HOARE.

A. L. LIGHT.

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QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to 1st October, 1887.

GRIGNON GULLY DIVISION.—H. J. BEEMER, CONTRACTOR.

Station.	Work.	Quantities.	Remarks.
8522	Stone drain.....	133 C. Y.	
	Earth ditch.....	300	
	" ".....	142	
	" ".....	1361	
8525	Stone drain.....	133	
8527	" ".....	50	
8531	" ".....	644 L. Ft.	
8532	Timber.....	1842 C. Y.	
8522-8533-50	Earth.....	676	
8534	Rock.....	130	
8534	Earth.....	1516	
8536-8549-50	".....	44	
8551	Rock.....	55	
8551	Earth.....	2865	
8553	".....	1386	
8550-8560	Rock.....	134	
8550-8560	Earth.....	69	
8553-30	Stone drain.....	1875	
8562-8567	Earth.....	140	
8568	Rock.....	924	
8569-8574	Earth.....	67	
8569-8574	Stone drain.....	698	
8574-8578	Rock.....	2082	
8574-8578	Earth.....	26	
8581	Stone drain.....	1286	
8580-8590	Earth.....	87	
8587	Rock.....	15	
8590	".....	1087	
8590-8597	Earth.....	450 L. Ft.	
8592	Timber.....	52 C. Y.	
8597-8599	Rock.....	974	
8599-8604	Earth.....	33	
8605	Rock.....	3300	
8606-8624	Earth.....	480 L. Ft.	
8619	Timber.....	30 C. Y.	
8622	Rock.....	189	
8624-8626	".....	342	
8636-8630	Rip-rap.....	417	
8631	Rock.....	4112	
8634-8639	Earth.....	39 C. Y.	
8635	Stone drain.....	25	
8639-8640	Rock.....	1852	
8641-8644	Earth.....	43	
8643	Stone drain.....	320	
8645	Rock.....	1888	
8645-8649	Earth.....	565	
8650-8653	Rock.....		

Edgar versus Caron.

Station.	Work.	Quantities.	Remarks.
8653-8656	Earth	6582	
8656-8659	Rock	456	
8659-8664	Earth	18522	
8664-8666	Rock	370	
8666-8672	Earth	9362	
8666-8672	Rock	275	
8672-8676	Earth	4326	
8672-8676	Culvert	98	
8672-8676	Rock.....	125	
8676-8686	Earth.....	3892	
8676-8686	Rock.....	60	
8686-8696	Earth.....	2980	
8686-8696	Rock.....	113	
8686-8696	Culvert.....	87	
8696-8712	Earth.....	4642	
8696-8712	Rock.....	80	
8712-8719	Earth.....	1340	
8712-8719	Rock.....	67	
8712-8719	Culvert.....	450 L. Ft.	
8720-8735	Earth.....	5280	
8720-8735	Rock.....	325	
8720-8735	Cattle-guards.....	280	
8735-8745	Earth.....	2730	
8735-8745	Rock.....	70	
8745-8749	Earth.....	11212	
8745-8749	Rock.....	80	
8745-8749	Cross-laying.....	1371	
8745-8749	Culvert.....	87	
8749-8756	Earth.....	3734	
8749-8756	Rock.....	426	
8757-8766	Earth.....	8144	
8757-8766	Rock.....	325	

QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to 1st October, 1887.

GRIGNON GULLY DIVISION—H. J. BEEMER, CONTRACTOR.

Station	Work.	Quantities.	Remarks.
8766-8770	Earth.....	4220	
	Rock.....	120	
	Culverts	56	
	Cross laying.....	555	
8770-8780	Earth	5640	
	Rock.....	210	
	Culvert	293	
	Cross laying.....	460	
8780-8788	Earth.....	3200	
8780-8788	Rock.....	70	
8789-8801	Earth.....	2680	
	Rock.....	210	

Station.	Work.	Quantities.	Remarks.
8805-8810	Cross laying.....	560	
	Earth.....	460	
	Rock.....	480	
	Rip-rap.....	221	
8812-8816	Rock.....	130	
8817-8821	Rock.....	480	
8822-8830	Earth.....	1260	
	Rock.....	120	
8830-8832	Rock.....	237	
8830-8836	Earth.....	620	
8836-8839	"	1630	
8839-8846	Rock.....	756	
	Culvert.....	71	
8846-8851	Earth.....	880	
8856-8880	"	2500	
8883-8898	"	1325	
8903-8909	"	4420	
8910-8914	Culvert.....	59	
	Rock.....	370	
8917-8918	"	49	
	Earth.....	220	
8917-8918	Earth.....	319	
8919-8921	Rock.....	100	
8922-8924	Earth.....	1115	
8926-8956	"	85	
8926-8956	Rock.....	123	
8940-8941	Rock.....		

QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to 1st October, 1887.

GRIGNON GULLY DIVISION—H. J. BEEMER, CONTRACTOR.

Station	Work	Quantities	Remarks.
SUMMARY.			
140,191	C. Y. Earth	30c.	42,057.80
11,208	C. Y. Rock.....	160	17,932.80
1,761	C. Y. S. Drain	400	7,044.00
1,804	L. Ft. Timber.....	20	360.80
563	C. Y. Rip-rap.....	200	1,126.00
100	Ac. Clearing.....	63	6,300.00
23,660	Tamarack ties.....	25	5,915.00
11,428	Spruce.....	20	2,285.60
932	Telegraph poles.....	80	745.60
24,402	Fence posts.....	10	2,440.20
	Fence wire		2,000.00
	Shanties.....		1,000.00
	Turntable.....		1,100
			On hand for other division
			Taken from Lake Edward div.

Edgar versus Caron.

Station.	Work.	Quantities.	Remarks.
6,000	C. Y. Ballast and Filling.... 30	1,800	
	Prop. Expenses forwarding supplies, &c.....	20,000	
4	Miles track-laying	900	
		<hr/>	
		\$113,007.30	

A. E. HOARE.

A. L. LIGHT.

QUEBEC AND LAKE ST. JOHN RAILWAY.

Engineer's Estimate of work done to.....188

.....DIVISION.....CONTRACTOR.

Station.	Work.	Quantities.	
	Statement of location, survey account		
	Lake Simon Division, 10 miles		
	\$500 per mile.....	\$5,000 00	
	Rivière à Pierre, 10 miles.....	5,000 00	
	Batiscan, 10 miles.....	5,000 00	
	Miqui, 10 miles.....	5,000 00	
	Joseph Louis, 10 miles.....	5,000 00	
	Noisy River, 10 miles.....	5,000 00	
	Lac Bouchette, 10 miles.....	5,000 00	
	Grignon Gully, 10 miles.....	5,000 00	
		<hr/>	\$40,000 00
	Paid in estimate 1st June, 1886,		
	on account Miqui Division.....	\$ 1,500 00	
	Paid in estimate 1st January, 1887.	37,500 00	
		<hr/>	39,000 00
		<hr/>	
			\$1,000 00
		<hr/>	

This item for survey on the other division, namely: Ile Edward, Pearl Lake, Lake Edward, Summit and Cedar Lake has been charged and paid on each of the said divisions separately ; in all, \$25,000, making a total of \$65,000 paid on this account or equal to 130 miles at \$500 per mile.....

\$65,000 00

Exhibit "JS" 22, for the Crown; filed 2nd November, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

SHAREHOLDERS' MEETING.

QUEBEC, 9th July, 1888.

At a meeting of the shareholders of the Quebec and Lake St. John Railway Lumbering and Trading Company, called by registered notice through the post office, dated the 4th instant, in accordance with by-law No. 4, for the purpose of entering into a contract for the completion of the railway to Lake St. John, and held at the company's office at 3 p. m. this day, there were present:

W. Withall, President.
J. B. Renaud,

E. Beaudet, Vice-President.
L. P. Vallée, executor estate
of late P. Vallée.

Hon. P. Garneau,
J. G. Ross,
Hon. F. Thibaudeau,

E. Giroux,
Hon. A. P. Caron,
M. W. Baby (by request).

The minutes of the two last meetings of shareholders were read and confirmed.

Mr. H. J. Beemer was present by request and Mr. Cyrille Tessier, Notary Public, and Mr. A. S. Light.

The President read a notarial protest from Mr. J. B. Renaud against the signing of the contract.

The Notary read a written opinion from Mr. J. G. Bosse, Q.C., suggesting certain modifications in the proposed contract, and also a subsequent letter from him, stating that the modifications he had suggested are now embodied in the draft of the contract, and that he now considered the rights of the company fully protected.

Mr. J. B. Renaud left the meeting.

Mr. J. G. Ross and Mr. F. W. Andrews, the company's solicitor, entered.

Mr. Renaud's protest was again read.

The Notary read the proposed contract with Mr. Beemer, which was discussed, clause by clause.

Mr. Beemer agreed to pay the extra \$1,000 per annum asked by Mr. Light for his salary as consulting engineer, and the scale of annual salaries to be paid by the contractor was therefore altered to \$11,000 instead of \$10,000 per annum.

It being six o'clock, the meeting then adjourned until two p. m., tomorrow.

Confirmed May 31st, 1884.

J. G. SCOTT,
Secretary.

W. WITHALL,
President.

(A true copy.)

J. G. SCOTT,
Secretary.

Edgar versus Caron.

SHAREHOLDERS' MEETING.

QUEBEC, 10th July, 1883

At a meeting of the shareholders of the Quebec and Lake St. John Railway Lumbering & Trading Co., adjourned from yesterday, the 9th instant, and held at the company's office at 2 p.m., this day, for the purpose of entering into a contract with Mr. H. J. Beemer for the completion of the railway to Lake St. John, notice of the adjourned meeting having been given to all shareholders by circular, there were present :

W. Withall, Prest.

J. G. Ross,

Hon. I. Thibaudeau,

E. Beaudet, V. P.

Hon. A. P. Caron,

Hon. P. Garneau.

Mr. H. J. Beemer, Mr. A. L. Light, and Mr. F. W. Andrews were present by request, and Mr. C. Tessier, N. P.

The reading of the proposed contract with Mr. Beemer was continued from the point reached at yesterday's meeting, by the notary.

At Mr. Ross' suggestion the clause referring to the pledging of the subsidies for advances was altered by adding that the same would not be pledged at any one time for a greater mileage than 40 miles.

Some other alterations were proposed and, after approval by Mr. Andrews and the contractor, inserted by the notary in the contract.

In the reply to the President, Mr. Andrews said that he did not consider that Mr. Renaud's protest constituted a reason for not signing the contract, as his interests are protected by the clause inserted by his lawyer, Mr. Bossé.

Moved by Hon. P. Garneau, seconded by J. G. Ross :—

"That the contract with Mr. H. J. Beemer for the completion and equipment of the railway to Lake St. John, as now finally amended, and which has been read to this meeting by the notary, C. Tessier, Esq., be approved, and the president and secretary of this company are hereby authorized to sign the same on behalf of the company."—Carried.

The notary then completed the contract, which was signed by the president and secretary and by Mr. Beemer.

A letter from Mr. M. W. Baby, objecting to the contract with Mr. Beemer, stating his claims against the company and the amount for which he was willing to compromise them, was submitted to the meeting.

The meeting then adjourned.

[Read and approved.]

J. G. SCOTT,
Secretary.

May 31st, 1884.
W. WITHALL,
President.

(A true copy.)

J. G. SCOTT,
Secretary.

Proposed by Hon. I. Thibaudeau, seconded by John Ross,

That the secretary do write to the Quebec and Lake St. John Railway Company requesting them to pass a resolution of the board, declaring as required by the law passed last session that the company have decided to accept a cash subsidy of 70 cents per acre, instead of the land grant of 5,000 acres per mile from the province of Quebec.

Carried.

Proposed by Hon. P. Garneau, seconded by E. Beaudet,
That the Quebec and Lake St. John Railway Company be requested to execute a bond or debenture in favour of this company for forty thousand dollars to be given to the Government of the province of Quebec, as security for an advance of \$25,000 to be made on the subsidy upon ten miles from station 3770 to station 4298.

Carried.

Proposed by Hon. P. Garneau, seconded by E. Beaudet,
That the president and secretary be and are hereby authorized to transfer to the Government of the province of Quebec, by endorsement thereon, a bond of the Quebec and Lake St. John Railway Company for forty thousand dollars as security for an advance of \$25,000 to be made on the subsidy upon ten miles, from station 3770 to station 4298, as per Act 47 Vic. chap. 70, sec. 3.

Carried.

A petition was read from the freighters, customers of the road, asking for a reduction in the freight of cordwood owing to the great depression in the market for that article.

After discussion, it was resolved to reduce the rates (to customers of 100 cars and over) by taking off \$1.50 per car to Quebec, and so as to relieve the Quebec market, \$2.50 per car on any wood shipped to Montreal during the months of July and August, beginning 20th July.

In reference to a letter from Mr. Rosa as to the sum of \$882 which he owes for freight, and for which 30 cars of slabs are now held on demurrage as security, it was resolved to notify Mr. Sewell that, as he gets the rebate on this freight, he must be held responsible for it, and in the meantime to hold the 30 cars until Rosa pays or gives security for the freight.

Secretary was directed to send to H. J. Beemer a copy of Mr. A. L. Light's letter as to the necessity of great precaution to prevent bush fires in clearing the line.

The granting of a power of attorney to the Quebec Bank, Ottawa, to collect subsidies (for account of Ross & Co.) was authorized.

Secretary was authorized to offer Mr. J. A. Gagné, M.P., \$15 per annum for inserting time table in a newspaper proposed to be established at Chicoutimi.

The payment of Mr Light's order to rate Mr. S. Oliver, draughtsman and assistant engineer, at \$50 per month, was approved, Mr. Beemer paying balance of his salary.

Sir A. P. Caron entered the meeting and urged that the proposed branches to St. Gabriel West and St. Ambroise and thence to the city, should be begun without delay, and an independent entrance to the city would save the company the heavy terminal charges of the Canadian Pacific Railway, (some \$12,000 per annum) and would give the road a large additional traffic.

After some discussion, on motion of Hon. P. Garneau, it was resolved that the secretary do write Mr. Beemer, requesting him to survey the St. Gabriel branch, and 3 miles of the St. Ambroise line, as far as the village, and suggesting that he should obtain promises of sale for the right of way from the Indian village to Quebec, and recommending Messrs. Delage, N.P., and Barnabé Parent, as suitable persons to secure this right of way.

Mr. A. L. Light's estimate of the work done by Mr. H. J. Beemer, in June, amounting, after deducting \$10,000 for supplies—to \$52,719, was approved and ordered to be certified, Mr. Beemer to furnish Mr. Ross a statement of supplies remaining on hand.

Edgar versus Caron.

Sundry accounts :

F. Leblanc.....	\$ 81 50
F. O. Vallerand.....	20 85
J. Belanger.....	49 62
Bisset Bros.....	111 17
Quebec Engine Co.....	18 00
Echo des Laurentides.....	15 00
Small accounts.....	40 75
J. E. Livernois.....	51 00
Petty cash.....	26 76
	<hr/>
	\$414 65

The following promissory notes were authorized :

A. L. Light, salary to 10th July	\$500 00
Beaudet & Chinic.....	319 34

And the following payments :

Men's wages for June.....	2,443 21
Extra men fixing sidings and platforms.....	104 18
For firewood, note due 19th July.....	1,800 00
Jas. Cadman's salary.....	1,500 00
Sundry small accounts.....	414 75

The meeting then adjourned.

Read and approved. 7th August, 1886.

J. G. SCOTT,
Secretary.

J. G. ROSS.

QUEBEC, 1st August, 1886.

At a meeting of the directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, held at the company's office at 4 p.m. this day there were present.

W. WITHALL, President.
J. G. ROSS,
HON. J. THIBAUDEAU,
HON. A. P. CARON,
M. W. BABY, (by request).

The minutes of the last two meetings were read and confirmed.

The correspondence was read :

Resolved, to allow Clarke, Reeves & Co., the whole of the month of December to complete and erect the St. Anne bridge. Price to be \$21,500 instead of \$22,950 as tendered. Read their telegram, just received, agreeing to the above.

Resolved, to allow John Morrissey \$100, as compensation for not removing his house at St. Catharines, and to keep his house insured for \$400.

Resolved to cable W. S. Ogden, to see James, of Bristol, about freight upon rails.

Resolved, to allow W. L. Cameron and A. Cameron to pass over the road, while employed on construction, at half-fare.

Resolved, to pay F. Fournier's funeral expenses, and half of his doctor's bill and charge to his account, to go against the land pledged as security for the present.

Resolved, to waive exacting personal securities from Mr. Cameron and Cameron.

Resolved to have excursions on Wednesday and Saturday afternoons.

The following payments were authorized :—\$1,114.88 pay list constn, \$1,650 pay list traffic, \$150 to Capt. Guenard ; Sewell, P.L.S., \$38.00, \$22.75 for tallow and \$20 for patent scales.

Meeting then adjourned.

J. G. SCOTT,
Secretary.

QUEBEC, 16th July, 1886.

At a meeting of the directors of the Quebec and Lake St. John Railway Lumbering and Trading Company, held at the company's office 4 p.m. this day, there were present :

Hon. J. G. Ross, *Pres.*
Hon. P. Garneau,
Hon. I. Thibaudeau,

E. Beaudet, V.P.,
John Ross,
Hon. Sir. A. P. Caron.

The minutes of the two last previous meeting were read and confirmed.
The following letter from Mr. H. J. Beemer was read to the meeting :

“QUEBEC, 16th July, 1886.

“J. G. SCOTT,

“Secretary Quebec and Lake St. John Ry.

“DEAR SIR.—Will you please have a resolution passed by the board declaring, as required by the law passed last session, that the company have decided to accept a cash subsidy of 70 cents per acre instead of the land grant of 5,000 acres per mile from the province of Quebec?

Please also have a debenture issued for \$40,000 to be given the Provincial Government as security for an advance of \$25,000 to be made on the subsidy upon 10 miles from station 3770 to station 4298.

This debenture, together with \$220,000 already issued to the Government for similar advances, and \$125,000 issued to the corporation of Quebec, as collateral, to be charged to my account, until redeemed.

Please also issue debentures to the corporation of Quebec, as required, in exchange for future payments of \$25,000 each of their stock subscription.

“Yours truly,

“H. J. BEEMER.”

Exhibit “HJB” 1, for the Crown; filed 30th September, 1892.

GUST. HAMEL,
Clerk, R. C.

Cash Book No. 1. Page 191.

June 28th, 1887. Extraordinary account. Paid
Ross & Co., note on account G. E. F., dated 3rd
February, 1887, A. P. C. \$5,000

Edgar versus Caron.

Cash Book, No. 1. Page 197.

July 19th, 1887. Extraordinary account. Paid
Ross & Co., note on account G. E. F., dated
18th February, 1887, A. P. C. 5,000

Cash Book, No. 2. Page 14.

September 19th, 1887. Extraordinary account.
Paid Ross & Co., note on account G. E. F.,
dated 6th July 5,000

Cash Book, No. 2. Page 20.

October 22nd, 1887. Extraordinary account. Paid
note favour Ross & Co., on account G. E. F.
A. P. C. 5,000

Cash Book, No. 2. Page 46.

January 19th, 1888. Extraordinary account. Paid
Ross & Co., on account G. E. F., half of note
584, of \$5,000. 2,500

Cash Book, No. 2. Page 88.

May 21st, 1888. B. P. Paid No. 595. 2,500

Cash Book, No. 2. Page 292.

July 22nd, 1890. Extraordinary account. Paid
check drawn by H. J. Beemer, on Merchants
Bank, 18th inst., re A. P. C. 1,000
Check drawn 21st, do 1,000

Cash Book, No. 3. Page 44.

April 12th, 1892. Extraordinary account. Paid
No. 1834. Note 1,000

Cash Book, No. 3. Page 54.

May 31st, 1892. Extraordinary account. Paid No.
1944, Chinic Hd. Co 1,000

Cash Book, No. 3. Page 68.

July 19th, 1892. Extraordinary account. Paid
No. 2088. Chinic Hd. Co 1,000

\$30,000

Exhibit "HJB" 2, for the Crown ; filed 30th September, 1892.

GUST. HAMEL,
Clerk, R.C.

MEMORANDUM OF NOTES *re* H. J. BEEMER.

Feb. 3rd, 4 months due June 6th, 1887, \$5,000, paid in full June 27th, 1887,
Feb. 3rd, 5 " " July 6th, 1887, \$5,000, renewal due Sept. 9th, 1887,
and paid September 19th.

Feb. 3rd, 6 months, due Aug. 6th, 1887, \$5,000, renewal due Nov. 9th, 1887, renewal due Jan. 18th, 1888.
 Jan. 17th, 1888, paid \$2,500 and note for \$2,500 due May 21st, 1888, and paid in Quebec Bank same day.
 Feb. 18th, 4 months, due June 21st, 1887, \$5,000, renewed 4 months due Oct. 24th, 1887, and then paid.
 Feb. 18th, 5 months, due July 20th, 1887, \$5,000, and paid then.

Exhibit "HJB" 3, for the Crown; filed 30th September, 1892.

GUST. HAMEL,
 Clerk, R. C.

Due———, No.———

MONTREAL, 3rd Feb, 1887.

\$5,000.

Six months after date, I promise to pay to the order of Messrs. Ross & Co. at the Quebec Bank, Quebec, five thousand dollars, for value received.

H. J. BEEMER.

Rec. 2368. Due 3-6 Aug.

Marked on the face: Aug. 6-652.

Marked on the back: Per Ross & Co., James Geggie.

Exhibit "HJB" 4, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
 Clerk, R.C.

QUEBEC, 6th July, 1887.

\$5,000.

Two months after date, I promise to pay to the order of Ross & Co., five thousand dollars, at the Quebec Bank, here. Value received.

H. J. BEEMER.

No. 2503. Due 6-9 Sept.

Marked on the face: Sept. 9. 898. Exd. Rec.

Marked on the back: Per Ross & Co., James Geggie.

Exhibit "HJB" 5, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
 Clerk, R.C.

QUEBEC, 9th November, 1887.

\$5,000.

On 15th January next, after date, I promise to pay to the order of Messrs. Ross & Co., five thousand dollars, at the Quebec Bank.

H. J. BEEMER.

No. 2701. Due 18th January, 1888.

Marked on the face: Jan. 18. 2212. Exd.

Marked on the back: Per Ross & Co., James Geggie.

Edgar versus Caron.

Exhibit "HJB" 6, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

\$5,000.

QUEBEC, 21st June, 1887.

Four months after date, I promise to pay to the order of Ross & Co., five thousand dollars, at the Quebec Bank, here. Value received.

H. J. BEEMER.

No. 2481. Due 21-24 October.

Marked on the face: 115 J. Exd.

Marked on the back: Per Ross & Co., James Geggie.

Exhibit "HJB" 7, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

\$2,500.

QUEBEC, 18 January, 1888.

Four months after date, I promise to pay to the order of Ross & Co., two thousand five hundred dollars, at the Quebec Bank, here. Value received.

H. J. BEEMER.

No. 595. Due 18-21 Aug. Rec. 2710.

Marked on face: May 21st. 2907. Exd.

Marked on back: Per Ross & Co., James Geggie.

Exhibit "HJB" 8, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 1713.

QUEBEC, 27th June, 1887.

To the Cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars.

H. J. BEEMER,
Per Harry G. Beemer, his Attorney.

\$5,000.

ERNEST F. WURTELE.

Marked on face: Quebec Bank, June 27, 1887. Paid. Quebec. Exd.

Marked on back: Per Ross & Co., James Geggie.

Exhibit "HJB" 9, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

No. 1762.

QUEBEC, 19th July, 1887.

To the Cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars.

\$5,000.

H. J. BEEMER,
Per Harry G. Beemer, his Attorney.

ERNEST F. WURTELE.

Marked on face: Quebec Bank, July 19, 1887. Paid. Quebec. Exd.
Marked on back: Per Ross & Co., James Geggie.

Exhibit "HJB" 10, for the Crown; filed 30th September, 1892.

GUST. HAMEL
Clerk, R. C.

No. 1872.

QUEBEC, 19th Sept., 1887.

To the Cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars (\$5,000).

H. J. BEEMER.

Marked on the face: 25—C.C.S. Quebec Bank, Sept. 19th, 1887, paid Quebec.

Marked on the back: Per Ross & Co., James Geggie.

Exhibit "HJB" 11, for the Crown; filed 30th September, 1892.

GUST. HAMEL,
Clerk, R. C.

No. 1897.

QUEBEC, 20th Oct., 1887.

To the cashier of the Quebec Bank, pay Ross & Co., or order, five thousand dollars (\$5,000).

H. J. BEEMER.

Marked on the face: 25—C.C.S. Quebec Bank, Oct. 20th, 1887, paid Quebec.

Marked on the back: Per Ross & Co., James Geggie.

Edgar versus Caron.

Exhibit "HJB" 12, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 2000.

QUEBEC, 18th January, 1888.

To the cashier of the Quebec Bank, pay Ross & Co., or order, two thousand five hundred dollars.

II. J. BEEMER.

\$2,500.

- Marked on the face : Quebec Bank, Jan. 18, 1888. Paid. Quebec. Exd.
Marked on the back : Per Ross & Co., James Geggie.

Exhibit "HJB" 13, for the Crown ; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 2120.

QUEBEC, 21st May, 1888.

To the cashier of the Quebec Bank, pay Quebec Bank, or order, two thousand five hundred dollars.

H. J. BEEMER,
per HARRY G. BEEMER,
his Atty.

\$2,500.

ERNEST F. WURTELE.

Marked on the face : Quebec Bank, May 21st, 1888. Paid. Quebec. Exd.
Marked on the back : Alex. Forrest, Teller.

Exhibit "HJB" 14, for the Crown ; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

QUEBEC, 11th July, 1884.

On this day, the eleventh of July, in the year of our Lord one thousand eight hundred and eighty-four,

Before me, Jacques Auger, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec, personally came and appeared Horace Janson Beemer, of the city of Montreal, contractor, of the first part ;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co. of the second part ;

Which said parties have declared, covenanted and agreed as follows :
Whereas the said Horace Janson Beemer requires the advance of the sum of ninety-seven thousand four hundred and twenty-three dollars to enable him to complete ten miles of the Quebec and Lake St. John Railway between station No. 2186 at Lake Simon, and station No. 2714 near the Rivière à la Pierre, and the said Horace Janson Beemer did apply to the said Ross & Co.,

and request them to make the said advance for the said purpose, which they agreed to make upon the conditions hereinafter mentioned and contained. Now, these presents and I, the said Notary, witness that in consideration of the said Horace Janson Beemer granting the securities hereinafter contained, the said James Gibb Ross, trading as aforesaid, hath agreed to advance unto him for the purpose of enabling him to finish and complete the said ten miles of the Quebec and Lake St. John Railway, the said sum of ninety-seven thousand four hundred and twenty-three dollars in promissory notes or cash at the option of the said Ross & Co. as follows;

Ten thousand dollars at the execution hereof, and the balance upon and for the amounts of the certificates of the Quebec and Lake St. John Company's engineer, on the first of August, for the work done between the first of the present month and the first of August, next, and of each subsequent month, for the work done on the road during the previous month. It being understood that the last payment shall not be made until the said Ross & Co. are satisfied that the work has been done in such a manner as to entitle the said contractor to receive the subsidies hereinafter mentioned.

And it is agreed that the advances aforesaid shall be made in accordance with the memorandum marked A, and the engineer's estimate marked B, which are respectively annexed to these presents and signed by the said parties, and by the said undersigned notary, *ne varietur*. And it is also agreed and covenanted by and between the said parties, that the said Horace Janson Beemer shall finish and complete the said ten miles of railway in such a manner as to be accepted by the engineers of the Federal and Provincial Governments and by the engineer of the city of Quebec. And the said Horace Janson Beemer doth agree to allow and grant to the said Ross & Co. a commission of five per cent. on the amount of the said advances and interest at the rate of seven per cent. per annum, and to repay and refund unto the said Ross & Co. the advances made under the present agreement on or before the twentieth day of November, next, together with the interest and commission aforesaid.

And as security for the repayment of the said advance, interest and commission as aforesaid, the said Horace Janson Beemer did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof the said Horace Janson Beemer's right to draw the following subsidies, which are payable on the completion of the said ten miles of railway, namely:—The province of Quebec subsidy at five thousand dollars per mile, making the sum of fifty thousand dollars; The said province of Quebec subsidy, (special advance under the Provincial Act No. 151, a copy of which is hereunto annexed, marked C, said act being passed in the last session of the Quebec Legislature) at two thousand five hundred dollars per mile, forming the sum of twenty-five thousand dollars, and the Dominion of Canada subsidy at three thousand two hundred dollars per mile, amounting to the sum of thirty-two thousand dollars, the aggregate amount of the said subsidies being one hundred and seven thousand dollars, to have and to hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the same from the Provincial and Federal Governments, respectively.

And it is agreed that the resolution of the board of directors of the Quebec and Lake St. John Railway Company transferring the above mentioned subsidies to the said Ross & Co. shall be furnished by the said Horace Janson Beemer.

Edgar versus Caron.

And it is further expressly agreed and understood that all the advances made under this agreement are to be applied only to the work upon the said ten miles of railway, and for no other purposes whatever.

And it is further agreed that in the event of promissory notes being granted by the said Ross & Co. the same shall be calculated as equivalent to cash on the day on which they respectively fall due.

And it is also expressly agreed that in the event of the said Horace Janson Beemer failing or neglecting to perform the work required to complete and finish the said ten miles of railway, or if the same be not accepted by the inspecting engineers of the said railway, the said Ross & Co. shall have the right and privilege of entering into possession of the said section of ten miles, and shall cause the same to be completed at the cost and expense of the said Horace Janson Beemer and in order that they may be entitled to draw the subsidies aforesaid.

This done and passed at Quebec as aforesaid on the day and year first above written under the number four thousand five hundred and twenty-seven.

In witness whereof the said parties have signed with me the said notary, these presents being first duly read according to law.

H. J. BEEMER,
JAS. G. ROSS,
JAC. AUGER, N.P.

A true copy of the original hereof remaining of record in my office.
Two works erased are null and void.

JAC. AUGER, N.P.

A.

Memo. of advances required to complete 10 miles of road from Lake Simon, going north.

Engineer's estimate of the total cost of this section at full contract prices	\$159,523
Less cost of rails and fastenings included, which have been provided for by Corporation of Quebec subsidy	\$32,100
Less work already done on this section in progress since October, 1883, as per Engineer's estimates	30,000
	<hr/> 62,100
Advance required.....	<hr/> \$97,423

(From now till 31st October next.)

Advance to be paid monthly on the certificates of the company's engineer for work done during the previous month.

The advance to be repaid not later than the 15th November, 1884, out of the following subsidies, payable on the completion of each ten miles, which will be transferred as security, viz :—

Province of Quebec cash subsidy, 10 miles at \$5,000	\$50,000
do do special advance, 10 do 2,500	25,000
Dominion of Canada cash subsidy, 10 do 3,200	32,000
	<hr/>
	107,000
Advance required.....	97,423
	<hr/>
Margin to cover interest, &c.....	\$9,577

Memo.—Any reasonable guarantee will be given that the work will be finished in the time named, and for the sum stated. The contractor estimates that there will be a profit of fully 20 per cent. on the \$97,423 at the prices named in this estimate.

This is the memorandum of advances, marked A, referred to in the contract to which the present is annexed.

Dated this eleventh day of July, 1884.

H. J. BEEMER,
JAS. G. ROSS,
JAC. AUGER,
N. F

(A true copy.)

JAC. AUGER,

N. P.

QUEBEC AND LAKE ST. JOHN RAILWAY.

STATEMENT of approximate quantities of work to be done and value thereof upon the second ten miles beyond St. Raymond, beginning at Lake Simon, calculated from survey.

Quantities	Description.	Rate.	Amount.
		s cts.	\$ cts.
80	Acres clearing and grubbing	63 00	5,040 00
160,407	Cubic yards of earthwork	0 30	48,122 10
23,181	Cubic yards of rock	1 60	37,089 60
10	Miles masonry, bridges and culverts	635 00	6,350 00
10	Miles rails and fastenings	32 10	32,100 00
10	Miles track-laying and ballasting	825 00	8,250 00
28,000	Ties	0 25	7,000 00
8,610	Cubic yards of stone filling and drains	1 00	8,610 00
7,205	Cubic feet of timber, &c	0 30	2,161 50
120	Lineal feet of Howe trussing	40 00	4,800 00
	Total for ten miles, exclusive of rolling stock, station, fencing		150,523 20

Edgar versus Caron.

THIRD ten miles beyond St. Raymond.

Quantities	Description.	Rate.	Amount.
		\$ cts.	\$ cts.
80	Acres clearing and grubbing	63 00	5,040 00
161,000	Cubic yards of earthwork	0 30	48,300 00
23,200	Cubic yards of rockwork	1 60	37,120 00
10	Miles masonry, bridges and culverts	635 00	6,350 00
10	Miles rails and fastenings	3,210 00	32,100 00
10	Miles track-laying and ballasting	825 00	8,250 00
28,000	Ties	0 25	7,000 00
8,610	Cubic yards stone filling and drains	1 00	8,610 50
7,205	Cubic feet timber	0 30	2,161 50
200	Lineal feet Howe trussing	40 00	10,400 00
Exclusive of rolling stock, &c			165,331 50

FOURTH ten miles beyond St. Raymond.

Quantities	Description.	Rate.	Amount.
		\$ cts.	\$ cts.
80	Acres clearing and grubbing	63 00	5,040 00
140,000	Cubic yards of earthwork	0 30	42,000 00
5,000	Cubic yards of rock	1 60	8,000 00
10	Miles masonry, bridges and culverts	680 00	6,800 00
10	Miles track-laying and ballasting	825 00	8,250 00
10	Miles rails and fastenings	3,210 00	32,100 00
10	Miles ties		7,000 00
100	Lineal feet Howe trussing	46 00	4,600 00
5,000	Cubic yards stone filling and drains	1 00	5,000 00
6,000	Cubic yards timber	0 30	1,800 00
Exclusive of rolling stock, &c			119,990 00

JAS. CADMAN,

Chief Engineer.

ST. RAYMOND, 8th November, 1883.

This is the engineer's estimate marked "B," referred to in the contract, to which the present is annexed, dated this eleventh day of July, 1884.

H. J. BEEMER,
JAS. G. ROSS,
JAC. AUGER, N.P.

(A true copy.)

JAC. AUGER, N.P.

Exhibit "IIJB" 15, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

ON THIS DAY, the eighth of October, in the year of our Lord one thousand eight hundred and eighty-four,

Before me, William Darling Campbell, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec,

Personally came and appeared Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., of the second part;

Which said parties have declared, covenanted and agreed as follows: Whereas the said Horace Janson Beemer has, through the Quebec and Lake St. John Railway Company, made a transfer to the said Ross & Co. of the Quebec corporation subsidy on section number 2186 of ten miles of the said railway for two thousand five hundred dollars per mile, as appears by an extract from the minutes of a meeting of the directors of the said company held on the fourth instant, which said extract is hereunto annexed, signed by the parties hereto and by me the said Notary, *ne varietur*;

And whereas the said transfer has been made as security for advance which the said Ross & Co. are to make to the said Horace Janson Beemer for the purpose of enabling the latter to complete the said ten miles of railway, which said advances, to the extent of the sum of twenty-two thousand six hundred and seventy-one dollars, the said Ross & Co. agreed to make in consideration of the said transfer and upon the conditions hereinafter contained;

Now, these presents, and I, the said Notary, witness that the said James Gibb Ross, trading as aforesaid, hath agreed to advance unto the said Horace Janson Beemer, for the purpose of enabling him to finish and complete the said ten miles of the Quebec and Lake St. John Railway, the said sum of twenty-two thousand six hundred and seventy-one dollars by the said Ross & Co.'s promissory notes, payable on the first day of January, next (1885), it being understood that the said Horace Janson Beemer shall repay and refund the amount so to be advanced in cash on or before the maturity of the said notes with a commission of five per cent. on the said amount.

And in the event of the said Horace Janson Beemer failing to pay and refund the amount of the said advances as hereinabove stipulated, the said Ross & Co. shall have the right of selling and disposing of the said Quebec Corporation Bonds (the same being granted in payment of the said subsidy) for the best price that can or shall be obtained for the same, for and on account of the said Horace Janson Beemer, and should there be any surplus the same shall be handed over to the said Horace Janson Beemer, and if there be any deficiency the same to be paid by him.

And it is agreed and covenanted by and between the said parties that the said Horace Janson Beemer shall finish and complete the said ten miles of railway in such a manner as to be accepted by the engineers of the Federal and Provincial Governments and by the engineer of the city of Quebec. And it is also expressly agreed and understood that all the advances made under this agreement are to be applied only to the work upon the said ten miles of railway and for no other purposes whatever.

Edgar versus Caron.

And it is further expressly agreed that in the event of the said Horace Janson Beemer failing or neglecting to perform the work required to complete and finish the said ten miles of railway, or if the same be not accepted by the inspecting engineers of the said railway, the said Ross & Co. shall have the right and privilege of entering into possession of the said section or ten miles, and shall cause the same to be completed at the cost and expense of the said Horace Janson Beemer, and in order that the said Ross & Co. may be entitled to draw the subsidy aforesaid.

This done and passed at Quebec as aforesaid on the day and year first above written under the number five thousand seven hundred and thirty-seven.

In witness whereof, the said parties have signed with me the said notary, these presents being first duly read according to law.

H. J. BEEMER,
JAS. G. ROSS,
W. DARLING CAMPBELL.

Extract from the minutes of a meeting of the directors of the Quebec and Lake St. John Railway Company, held at the company's office at 10.30 a.m. on Saturday, 4th October, 1884.

Present : T. LEDROIT, *President*,
S. PETERS, *Vice-President*,
HON. D. A. ROSS,
FRANK ROSS,
HON. F. LANGEЛИER, *Mayor of Quebec*.

Proposed by Simon Peters, Esq., seconded by Hon. D. A. Ross,

That the subscription of the city of Quebec of \$2,500 per mile, for 10 miles of this railway, from Station 2186 at Lake Simon to Station 2714, near the Rivière à Pierre, is hereby transferred to Messrs. Ross & Co., of Quebec, as security for advances of rails, and cash to be made to complete the said ten miles, with authority to them to receive payment of the same from the corporation of the said city; and that a copy of this resolution be transmitted to His Worship the Mayor of Quebec.—Carried.

A true extract from the minutes.

J. G. SCOTT, *Secretary*.

This is the extract from the minutes of a meeting of the directors of the Quebec and Lake St John Railway Company, which is referred to in the agreement to which the present is annexed, dated at Quebec, this eighth day of October, one thousand eight hundred and eighty-four.

H. J. BEEMER,
JAS. G. ROSS,
W. DARLING CAMPBELL, N. P.

Exhibit "HJB" 16, for the Crown; filed 1st October, 1892.

GUST. HAMEL,
Clerk, R. C.

ON THIS DAY, the fifteenth of April, in the year of our Lord one thousand eight hundred and eighty-five, before me, Jacques Auger, the undersigned notary public for the province of Quebec, in Canada, residing in the city of Quebec,

Personally came and appeared Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., herein represented and accepting hereof by his duly constituted attorney, James Geggie, of the same place, Esquire, of the second part;

Which said parties have declared, covenanted and agreed as follows:—

WHEREAS, on or about the nineteenth day of February, last, in consideration of certain advances made and agreed to be made by the said Ross & Co. to the said Horace Janson Beemer, in connection with the Quebec and Lake St. John Railway, he, the said Horace Janson Beemer, under a deed of assignment before the undersigned, bearing date the nineteenth day of said month of February, did transfer, assign and set over unto the said Ross & Co. the sum of twenty-five thousand dollars, to be drawn out of the province of Quebec subsidy, payable on the completion of the Rivière à Pierre ten miles section of the said Quebec and Lake St. John Railway. And whereas, in consideration of further advances made and to be made by the said Ross & Co., to the said Horace Janson Beemer, to the extent of the sum of one hundred and seventy-five thousand dollars, payable in the manner hereinafter mentioned, to enable the said Horace Janson Beemer to construct and complete twenty miles of the said road from station 2714 near Rivière à Pierre to station 3770 near the River Mequiq, the said Horace Janson Beemer has agreed to transfer unto the said Ross & Co., as security, the railway subsidies hereinafter mentioned; Now, these presents, and I, the said notary, witness, that in consideration of the said Horace Janson Beemer granting the securities hereinafter contained, the said James Gibb Ross, trading as aforesaid, hath agreed to advance unto him, for the purpose of enabling him to finish and complete the said twenty miles of the Quebec and Lake St. John Railway, the said sum of one hundred and seventy-five thousand dollars in promissory notes or cash at the option of the said Ross & Co., as follows:—Twenty-five thousand dollars during the present month of April; Thirty-five thousand dollars in the month of May, next; Thirty thousand dollars in June, next; Thirty thousand dollars in July, next; a like sum in August, next; and twenty-five thousand dollars in September, next. It being understood that the said advances shall not be made until the said Ross & Co. are satisfied through the report of the chief engineer of the said railway by monthly estimates that the work has been done in such a manner as to entitle the said contractor to receive the subsidies hereinafter mentioned.

And it is agreed and covenanted by and between the said parties that the said Horace Janson Beemer shall finish and complete the said twenty miles of railway in such a manner as to be accepted by the inspecting engineers of the same.

And the said Horace Janson Beemer doth agree to allow and grant to the said Ross & Co. a commission of five per cent. on the amount of the said advances and interest at the rate of seven per cent. per annum, and to repay and refund unto the said Ross & Co. the advances made under the present agreement on or before the first day of November, next, together with the interest and commission aforesaid.

And, as security for the re-payment of the said advances interest and commission aforesaid, the said Horace Janson Beemer did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof by his said attorney, the said Horace Janson Beemer's

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right to draw the following subsidies which are payable on the completion of the said twenty miles of railway, namely :—The province of Quebec subsidy on the said twenty miles of railway at five thousand dollars per mile, making the sum of one hundred thousand dollars, whereof twenty-five thousand dollars has been previously transferred as aforesaid; and further, the said province of Quebec subsidy (special advance) at two thousand five hundred dollars per mile on the said section of twenty miles, forming the sum of fifty thousand dollars, and the subsidy payable by the Dominion of Canada upon twenty miles of the said railway at the rate of three thousand two hundred dollars per mile, amounting to the sum of sixty-four thousand dollars, the aggregate amount of the subsidies hereby transferred being one hundred and eighty-nine thousand dollars.

To have and to hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the same from the Provincial and Federal Governments respectively.

And it is agreed that the resolutions of the Board of Directors of the Quebec and Lake St. John Railway Company transferring the above mentioned subsidies to the said Ross & Co. shall be furnished by the said Horace Janson Beemer.

This done and passed at the city of Quebec in the office of the undersigned notary under the number four thousand seven hundred.

In witness whereof the said parties have signed these presents with me, the said notary, the same being first duly read according to law.

H. J. BEEMER,
JAMES GEGGIE,
JAC. AUGER, N.P.

A true copy of the original remaining of record in my office.

Three words erased are null and void and one marginal note is approved.

JAC. AUGER, N. P.

Exhibit "HJB" 17 for the Crown, filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THIS DAY, the nineteenth of February, in the year of our Lord one thousand eight hundred and eighty-five,

Before me, Jacques Auger, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec,

Personally came and appeared, Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., herein represented and accepting hereof by his duly constituted attorney, James Geggie, of the same place, of the second part; which said Horace Janson Beemer, for good and valuable consideration and in consideration of certain advances made and to

be made to him by the said Ross & Co., in connection with the Quebec and Lake St. John Railway, did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof by his said Attorney, the sum of twenty-five thousand dollars, to be drawn out of the province of Quebec subsidy, payable on the completion of the River à Pierre ten miles section of the said Quebec and Lake St. John Railway.

To have and to hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the said sum of twenty-five thousand dollars from the Provincial Government of Quebec, and to give receipts for the same, for which purpose they, the said Ross & Co., are hereby named and appointed the attorneys of the said Horace Janson Beemer.

This done and passed at Quebec, as aforesaid, on the day and year first above written, under the number four thousand six hundred and sixty-four.

In witness whereof the said parties have signed with me, the said notary, these presents being first duly read according to law.

H. G. BEEMER,
JAMES GEGGIE,
JAC. AUGER, N. P.

A true copy of the original remaining of record in my office.

JAC. AUGER, Notary Public.

Exhibit "HJB" 18, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

ON THIS DAY, the eighteenth of March, in the year of our Lord one thousand eight hundred and eighty-five,

Before me, Jacques Auger, the undersigned Notary Public for the province of Quebec, in Canada, residing in the city of Quebec, personally came and appeared Horace Janson Beemer, of the city of Montreal, railway contractor, of the first part;

And the Honourable James Gibb Ross, of the said city of Quebec, merchant, trading under the name and style of Ross & Co., herein represented and accepting hereof by his duly constituted attorney, James Geggie, of the same place, esquire, of the second part;

Which said Horace Janson Beemer, for good and valuable consideration and in consideration of certain advances made and to be made to him by the said Ross & Co. in connection with the Quebec and Lake St. John Railway, did and doth hereby transfer, assign and set over unto the said James Gibb Ross, trading as aforesaid, accepting hereof by his said attorney the sum of thirty-four thousand dollars, to be drawn out of the first monies of the remaining twenty-five per cent. retained by the Corporation of the city of Quebec, by and in virtue of a certain contract for the supply of water to the city of Quebec, entered into between the said Horace Janson Beemer and His Wor-

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ship Francois Langelier in his quality of Mayor of the city of Quebec, acting therein for and in the name of the said Corporation of the city of Quebec, said contract being executed before Mtre. Ad. G. Tourangeau, Notary Public, on the tenth day of July, in the year one thousand eight hundred and eighty-three.

To have and hold the same unto the said James Gibb Ross, trading as aforesaid, as his own goods and chattels, with power and authority to receive and recover the said sum of thirty-four thousand dollars from the said Corporation of the city of Quebec, and to give receipts for the same, for which purpose they, the said Ross & Co., are hereby named and appointed the attorneys of the said Horace Janson Beemer.

This done and passed at Quebec as aforesaid on this day and year first above written under the number four thousand six hundred and seventy-eight.

In witness whereof the said parties have signed with me the said notary, these presents being first duly read according to law.

H. J. BEEMER,
JAMES GEGGIE,
JAC. AUGER, N. P.

True copy of the original remaining of record in my office.

JAC. AUGER, N. P.

Exhibit "HJB" 19, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

No. 1631.

11th Nov. No. 167.

\$3,000.

QUEBEC, JULY 8th, 1891.

Four months after date, pay to the order of ourselves three thousand dollars, value received, and charge the same to account of The Chic Hardware Co. (Limited).

WILLIAM SHAW,
Manager.

EDMOND DUPRÉ,
Secretary.

Marked on face: Accepted 12th August, 1891. Payable at my office, Quebec. Exd. H. J. Beemer, per Harry G. Beemer, his attorney. Cancelled in error. H. J. Beemer, per Ernest Wurtele. The property of the Union Bank of Canada.

Marked on back: The Chic Hardware Co. (Limited). William Shaw, Manager. Edmond Dupré, Secretary. Presentation and protest warned. For the Chic Hardware Company (Limited).
Edmond Dupré.

Exhibit "HJB" 20, for the Crown ; filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

C. H. C.

No. 1885.

Due March 14th.

\$2,000.

QUEBEC, November 11th, 1891.

Four months after date, for value received, I promise to pay to the order of The Chinic Hardware Company (Limited) at their office, two thousand dollars.

H. J. BEEMER.

Marked on face :— The Chinic Hardware Co. (Limited). The property of the Union Bank of Canada. Exd.

Marked on back :— The Chinic Hardware Co. William Shaw, Manager and Director. Edmond Dupré, Secretary and Director. Protest warned. The Chinic Hardware Co. William Shaw, Manager and Director.

Exhibit "HJB" 21, for the Crown ; filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

\$1,000.

C. H. C. No. 1834. Due Feb. 14th.

C. B. 44.

QUEBEC, 11th Nov., 1891.

Three months after date, for value received, I promise to pay to the order of The Chinic Hardware Company (Limited), at their office, one thousand dollars.

H. J. BEEMER.

The Chinic Hardware Co. (Limited).

Marked on face : The property of the Union Bank of Canada. Feb. 14th. Paid April 12th, 1892 ; Union Bank of Canada. Exd. 320.

Marked on back : The Chinic Hardware Co., William Shaw, Manager and Director ; Edward Dupré, Secretary and Director. 57 days at 7%, \$10.95.

Edgar versus Caron.

Exhibit "HJB" 22, for the Crown, filed 1st October, 1892.

GUSTAVE HAMEL.

Clerk, R. C.

\$1,000.

C. H. C. No. 1944. Due 17th April.

C. B. 54.

QUEBEC, 14th March, 1892.

One month after date, for value received, I promise to pay to the order of The Chinic Hardware Company (Limited), at their office, one thousand dollars.

H. J. BEEMER,

per HARRY G. BEEMER, his Attorney.

The Chinic Hardware Co. (Limited).

Marked on face: The property of the Union Bank of Canada. Paid April 20th, 1892; Union Bank of Canada. R. Exd.

Marked on back: The Chinic Hardware Co., William Shaw, Manager and Director; Edmond Dupré, Secretary and Director. Protest warned, William Shaw, Secretary.

Exhibit "HJB" 23, for the Crown; filed 1st October, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

C. H. C. No. 2088.

556.

Due, 19th July, 1892.

QUEBEC, 17th May, 1892.

Sixty days after date, for value received, I promise to pay to the order of the Chinic Hardware Company (Limited), at their office, one thousand dollars.

H. J. BEEMER,

per HARRY G. BEEMER,
his Atty.

The Chinic Hardware Co. (Limited.)

Marked on the face: 100. The property of the Union Bank of Canada. Union Bank of Canada; paid, 19th July, 1892. Exd.

Marked on the back: The Chinic Hardware Co. (Limited.) William Shaw, manager and director. Edmond Dupré, secretary and director.

Exhibit "WRD" 1, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

II. J. BEEMER, Esq., Liability with Quebec Bank and the late Jas. G. Ross, Esq.

Promisor and Acceptor.			No.	Date when Received.	With Whom.	Address.	Due.	Drawer or Endorser.		
Dr.	Cr.	Balance.						Dr.	Cr.	Balance.
4,000			2048	1884 April 2	Quebec & Lake St. John Ry. Co.	W. Withall, J. G. Ross, E. Beaudet.	1884 Aug 3			
3,882			9	do	do	do	Sept 3			
4,000			608	Aug 4	do	do	Dec 7			
3,882	4,000		862	2648. Aug 3	W. Withall, J. G. Ross, E. Beaudet.	Quebec & Lake St. John Ry. Co.	1885 Jan 6			
4,500	3,882		937	2049. Sept 11	Quebec & Lake St. John Ry. Co.	Withall, Ross, Beaudet, Gorman.	Jan 13			
	4,500		937	Jan 13	Ross & Co.		Feb 4	22,671		R. & Co.
			1625	Dec 5	do					
	4,000		608	do 7	Quebec & Lake St. John Ry. Co.	W. Withall, G. Ross, Beaudet.	April 12			
4,000				1885 Jan 6	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross, Beaudet.	July 16		22,671	
	3,882		1856	do 7	do					
			1625	Feb 4	Ross & Co.		Mar 24	22,671		R. & Co.
			2066	do 4	do		June 22	15,400		H. J. B.
			2228	do 20	do				22,671	
			2066	Mar 24	Ross & Co.		April 27	22,671		H. J. B.
			2476	do 24	do		July 27	25,000		do
			2480	do	do		Aug 19	25,000		do
			2668	April 16	do		May 30	22,671		R. & Co.
			2755	do 27	do				22,671	
			2476	do 27	do		Sept 16	35,000		H. J. B.
			2946	May 15	Ross & Co.				22,671	
			2755	do 30	do		July 3	22,671		R. & Co.
			0138	do 30	Ross & Co.		Oct 16	20,000		H. J. B.
			0266	June 15	do		Nov 16	10,000		do
			7	do	do					
			2228	do 22	do				15,400	

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Sessional Papers (No. 27.)

A. 1893

		0323	do	22	Ross & Co		Aug 25	15,400		R. & Co.
		0138	July	3			Aug 6	22,671		R. & Co.
		0429	do	3	Ross & Co		1886	22,671		
3,882		0497	do	8	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross, Beaudet	Jan 11			
	3,882	1856	do	16						
		547	do	16	Ross & Co		Nov 18	30,000		
4,200		0559	do	17	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross, Beaudet, Gorman	Jan 19	25,000		
		0429	Aug	6			Nov 18	6,800	22,671	
		709	do	10	Ross & Co		Oct 9	22,671		
		720	do	10	do		Nov 18	27,500		
		806	do	18	do		1886			
		2668	do	19					25,000	
		831	do	20	Ross & Co		Jan 13	12,315		
		323	do	25					15,400	
		869	do	25	Ross & Co		Oct 7	15,400		
		1026	Sept	17	do		Jan 13	35,000		
		2946	do	18					35,000	
		1032	do	18	Ross & Co		Oct 4	35,000		
		1032	Oct	4					35,000	
		869	do	7					15,400	
		720	do	9					22,671	
		1238	do	16	Quebec & Lake St. John Ry. Co.	Jas. G., Withall, Beaudet	April 19			
		549	Nov	18					30,000	
		709	do	18					6,800	
		806	do	18					27,500	
		266	Oct	16					20,000	
		267	Nov	16					10,000	
		1502	do	13	E. Jackson, Ross & Co.		Feb 20			
		1520	do	16	Ross & Co		Nov 22	10,000		
		1538	do	18	do		Jan 13	30,256	12,315	
		831	Jan	13					10,000	
	413	1520	Nov	22						
		497	Jan	11						
12,200		1026	do	13					35,000	
	3,882	1538	do	13					30,256	
		1999	do	12	Quebec & Lake St. John Ry. Co.	Jas. G. Ross, Withall, Garneau, Beaudet				
	4,200	559	do	18						
4,050		2010	do	19	Quebec & Lake St. John Ry. Co.	J. G. Ross, Withall, Garneau, Beaudet	July 22			
		2058	do	20	Beaudet, Chinic, Ross & Co	E. Beaudet	May 23	1,695		
1,898		9	do		do	do	June 23			
	4,000	1238	April	19						
		2909	do	19	Quebec & Lake St. John Ry. Co.	Withall, Jas. G. Ross, Renaud	Oct 22	41,489	1,695	
		2058	May	23						
		293	June	16	Ross & Co		July 28	7,500		
		465	do	30	do		Aug 2	6,000		

H. J. BEEMER, Esq., Liability with Quebec Bank and the late Jas. G. Ross, Esq.—Continued.

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Sessional Papers (No. 27.)

A. 1893

Promisor and Acceptor.			No.	Date when Received.	With Whom.	Address.	Drawer or Endorser.		
Dr.	Cr.	Balance.					Due.	Dr.	Cr. Balance.
3,882	3,882		1991	July 14	Quebec & Lake St. John Ry. Co.	Withall, Ross, Beaudet	Jan 17		
	4,050		2040	do 22					7,500
			398	do 28					6,000
			465	Aug 2			Nov 2	12,719	
			713	do 30	Ross & Co.		do 2	20,800	
			4		do		do 2	6,000	
			739	Aug 2	do		do 2	2,963	
			844	do 11	do		do 21	26,445	
			888	do 10					12,719
			713	Nov 2	P'd Sept.				20,800
			4	do 2	do				2,963
			844	do 2	do				6,000
			737	Aug 5	do				6,000
			888	do 21	do				26,445
			293	do 18					41,489
			1106	Sept 11	Ross & Co.		Dec 4	9,140	
			1163	do 16	do		Oct 11	55,503	
			1163	Oct 11			Dec 4		55,503
			1484	do 18	Ross & Co.		do 4	42,976	
4,000	4,000		2909	do 22					
			1538	do 22	Quebec & Lake St. John Ry. Co.	J. G. Ross, Withall, Beaudet.	April 25		
			1791		Ross & Co.		Dec 20	55,792	
			1106	Dec 4	P'd 24 Nov, '86.				9,140
			1484	do 4	do				42,796
			1791	do 20	do				55,792
			2060	do 18	Ross & Co.		Feb 4	53,206	
			2060	Feb 4	1886 P'd 24 Dec.				53,206
3,882	3,882		1887	Jan 17	Quebec & Lake St. John Ry. Co.	Withall, Ross, Beaudet.	July 20		
			2344	do 22	Ross & Co.		Feb 23	48,708	
			9	do 24	do		Mar 20	5,200	
			2344	Feb 23					48,708
			2887	Mar 17	Ross & Co.		June 19	32,508	
	4,000		1538	April 25	Quebec & Lake St. John Ry. Co.	Withall, Beaudet, Ross.	Oct 28		
				May 20	Ross & Co.		Aug 23	44,191	

		2857	June 19			Sept 30	61,678	32,508
		519	do 27					61,678
	3,882	2301	Sept 30				75,145	
			July 20			Sept 20		
		755	do 19	Ross & Co.		Jan 23		44,191
		62	do 20	Quebec & Lake St. John Ry. Co.	Ross, Withall, Beaudet.	Sept 20		20,000
		731	Aug 23					
		1089	Aug 20	Ross & Co.		Nov 22	71,077	
4,100			1887					
				3249	Mar 26			5,200
				731	Sept 20			55,145
				1087	do 22			35,000
				1089	do 22			36,077
		1358	Sept 19	Ross & Co.		Dec 20	57,216	
		1599	Oct 7	do		Feb 10	10,752	
		1751	do 20	do	Dec	Jan 22	52,846	
4,000				1358	20 Oct			25,000
			do 28	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross.	May 1		
		2022	Nov 18	Ross & Co.		Feb 20	40,000	
		1358			Pt. p'd 1 Dec.			15,000
		1358			Bal. p'd 27 Dec.			17,216
		1751	Jan 22		Pt. p'd 17 Dec.			23,000
		1751	do 22		19 Dec.			13,000
		1751	do 22		27 Dec.			16,846
		2022	Feb 20		27 Dec.			10,000
		2462	Dec 29	Ross & Co.		April 1	36,749	
		2022	Feb 20		Pt. p'd 5 Jan.			13,000
		1599	do 20		do 10 do			17,000
		2462	do 10		P'd 12 do			19,752
		2462	April 1		Pt. p'd 14 do			15,000
		2462	do 1		26 do			11,749
			1888		4 do			
3,882		2685	Jan 23	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross.	Nov 4		
4,000								
	3,882	3202	Oct 28			Sept 18	27,625	
	4,000	3052	do 15	Ross & Co.				27,625
		3952	Sept 18		P'd June 5			
	3,882	2685	July 20			Sept 28		
20,752		829	do 25	Ross & Co.		Jan 20		
3,882		841	do 26	Quebec & Lake St. John Ry. Co.	J. G. Ross, Withall.			
	20,752	829	Sept 28			Jan 12	25,614	
		1611	Oct 10	Ross & Co. in Liq.		do 20	20,000	
		1784	do 26	do do				
	4,000	3787	Nov 4			Feb 5	7,311	
		1864	do 2	Ross & Co. in Liq.		May 8		
4,000		1915	do 5	Quebec & Lake St. John Ry. Co.	Withall, Est. J. G. Ross.	Jan 4		25,614
		1611	Jan 12		P'd			

H. J. BREMER, Esq., Liability with Quebec Bank and the late Jas. G. Ross, Esq.—*Concluded.*

Promisor and Acceptor.			No.	Date when Received.	With Whom.	Address.	Due.	Drawer or Endorser.		
Dr.	Cr.	Balance.						Dr.	Cr.	Balance.
				1889						
			2792	Jan 27	Quebec & Lake St. John Ry. Co.	Withall, Est. J. G. Ross	Aug 1		20,000	
			1864	Nov					7,311	
	4,000		1915	May 8						
4,000			4123	do 8	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Aug 11			
	3,882		2792	Aug 1						
1,360			892	do 30	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Sept 23			
3,882			927	do 1	do do	do do	Dec 4			
	4,000		4123	do 11						
4,000			1053	do 12	Quebec & Lake St. John Ry. Co.	Whitall, J. G. Ross	Oct 15			
	1,300		892	Sept 23						
	4,000		1053	Oct 15						
4,000			1668	do 15	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Dec 18			
	3,882		926	Dec 4						
3,882			2192	do 4	Quebec & Lake St. John Ry. Co.	Withall, J. G. Ross	Jan 7			
4,000			2376	do 19	do do	do do	June 24			
	4,000		2376	Mar 21						
	3,882	4,000	2599	April 10						
			1890							
4,000			3404	April 10	Quebec & Lake St. John Ry. Co.	Jas. J. Withall	April 13			
3,882			3289	June 24						
	4,000		3464	April 10						
	3,882									
7,882	7,882	No Bal.								

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Edgar versus Caron.

Exhibit "WRD" 2, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

H. J. BEEMER.

		Credit Entries.	Monthly Balances.
1887			
Nov. 2	Discount		
15	C	\$13,334 30	
18	Discount	23,037 50	
	do	39,278 90	
21	C	21,701 70	
28	C	481 78	
30	Balance at Credit	2,600 00	
Dec. 16	C		\$13,795 62
29	Discount	1,000 00	
31	Balance at Credit	36,079 45	
1888			
Jan. 4	Discount		9,514 68
18	C	13,336 90	
20	C	29,827 43	
23	C	1,000 00	
30	Balance at Credit	4,633 61	
Feb. 4	C		7,350 99
19	C	300 00	
23	C	19,647 22	
23	Discount	618 50	
28	C	23,050 76	
28	Discount	7,418 83	
	Balance at Credit	21,701 70	
Mar. 21	C		14,900 74
31	C	25,100 00	
	Balance at Credit	600 00	5,929 95
April 13	Discount		
19	C	22,500 00	
20	Rebate	91,250 00	
	C	721 76	
21	C	7,128 15	
24	C	23,393 75	
25	C	1,313 45	
30	Balance at Credit	25,869 81	
May 14	Discount		6,441 05
20	do		15,331 87
30	C	21,808 40	
31	Balance at Credit	43,500 90	
June 22	C	400 00	
	C		17,882 46
23	C	283 68	
25	C	920 25	
25	Discount	10,000 00	
27	do	13,355 76	
30	Balance at Credit	60,714 82	
July 18	C		20,278 87
19	C	2,204 65	
	Discount	1,271 90	
20	C	74,366 80	
29	C	3,763 39	
30	Balance at Credit	5,771 47	
Aug. 1	C		9,002 42
20	Discount	23,037 50	
25	do	92,998 66	
29	do	21,808 36	
31	do	13,355 76	
Sept. 5	Balance at Credit		1,869 36
19	C	23,037 50	
29	Discount	56,350 71	
30	C	73 48	
	Balance at Credit		13,713 77

H. J. BEEMER.—Continued.

		Credit Entries.	Monthly Balances.
Oct. 10	Discount	21,812 06	
18	C	6,173 51	
20	Discount	51,883 20	
28	C	3,857 32	
	C	9,817 81	
31	Balance at Credit		18,895 72
May 1	C	4,549 03	
5	C	806 00	
15	Discount	27,052 83	
18	C	524 51	
28	C	489 93	
29	C	540 00	
June 7	C	16,829 00	
15	C	6,100 00	
20	C	35,338 34	
27	C	6,000 00	
30	Balance at Credit		15,438 53
July 16	C	8,983 00	
23	C	3,000 00	
25	C	20,493 32	
26	C	3,763 40	
27	C	18,896 95	
30	C	1,900 00	
31	Balance at Credit		13,944 22
Aug. 1	do do		13,944 22

Exhibit "WRD" 3, for the Crown; filed 30th September, 1892.

GUSTAVE HAMEL,

Clerk, R. C.

In re H. J. BEEMER.

Balance at Credit 26 June, 1887	\$2,680 01
do do 18 July, 1887	2,019 33
do Debit 18 S. p., 1887	3,272 09
do Credit 19 Oct., 1887	3,833 69
do do 17 Jan., 1888	3,335 24
do do 14 May, 1888	5,280 43
do do 20 do 1888	27,627 47

I hereby certify that the above is correctly extracted from the books of the Quebec Bank here, and shows a true statement of the balances (Debit or Credit, as the case may be), of H. J. Beemer's Deposit Account with the Quebec Bank upon the evening of the dates therein mentioned.

Quebec, 1st October, 1892.

For the Quebec Bank,

WM. R. DEAN,

Inspector.

Edgar versus Caron.

Exhibit "JG" 1, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1370.

\$5,000.

QUEBEC, 4th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, five thousand dollars.

ROSS & Co.

Exhibit "JG" 2, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1379.

\$4,750.

QUEBEC, 9th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, four thousand seven hundred and fifty dollars.

ROSS & Co.

Exhibit "JG" 3, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1380.

\$5,250.

QUEBEC, 9th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, five thousand two hundred and fifty dollars.

ROSS & Co.

Exhibit "JG" 4, for the Crown ; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1409.

\$5,000.

QUEBEC 18th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, five thousand dollars.

ROSS & Co.

Exhibit "JG" 5, for the Crown; filed 1st October, 1892.

G. HAMEL,
Clerk, R. C.

No. 1411.

\$4,406.59.

QUEBEC, 19th February, 1887.

To the Cashier of the Quebec Bank,

Pay to H. J. Beemer or bearer, four thousand four hundred and six ⁵⁰/₁₀₀ dollars.

Pro. ROSS & Co.,
JAMES GEGGIE.

Exhibit "ARMc" 1, for the Crown; filed 4th October, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

THIS AGREEMENT, made this 21st day of September, 1886, between the Temiscouata Railway Company, hereinafter called the company, of the one part, and John J. McDonald, of the city of Ottawa, contractor, and Edward D. Boswell, of the city of Toronto, accountant, carrying on business under the name of McDonald & Boswell, and hereinafter called the contractors, of the other part.

WHEREAS the company has been duly incorporated for the construction of a railway between Rivière du Loup in the province of Quebec and Edmundston in the province of New Brunswick, and is entitled to the two certain subsidies for aid hereinbefore granted by the Government of Canada and also by the provinces of Quebec and New Brunswick and is also entitled to a subsidy of \$25,000 granted by the municipality of Fraserville on the terms and conditions set forth in the by-law duly passed by that municipality. The company may hereafter receive further Government or municipal aid.

AND WHEREAS the company is desirous of having the line of railroad authorized to be built by it commenced and completed without avoidable delay on the line and course to be approved by the Governor in Council of the Dominion of Canada and in accordance with the contract made and entered into between the company and Her Majesty the Queen, represented by the Minister of Railways and Canals, and also in accordance with the contracts and agreements made or to be made with the Governments of Quebec and New Brunswick and in a manner to be approved of by the several Governments of Canada and the said provinces.

AND WHEREAS the contractors have agreed for the consideration hereinafter set forth to undertake and complete the said work in the manner aforesaid.

NOW THIS AGREEMENT WITNESSETH that the said contractors, for themselves, their heirs, executors and administrators, hereby covenant, promise and agree with the said company, their successors and assigns, that they, the said contractors, shall and will forthwith commence and carry on to completion without avoidable delay the construction of the line of railway of the said company from a point on the Intercolonial Railway at Rivière du Loup in the province of Quebec to Edmundston in the province of New Brunswick, by the line of

Edgar versus Caron.

Lake Temiscouata and the River Madawaska, provided that course for the construction of the railway be approved of by the Governor General in Council ; such railway to be built and completed in all respects in accordance with the contract and specification made and entered into between the company and Her Majesty Queen Victoria, represented therein by the Minister of Railways and Canals and bearing date the twenty-first day of June, 1886.

AND the contractors further covenant and agree that they will build and construct the said railway in such a manner as shall be approved of by the respective Governments of the provinces of Quebec and New Brunswick and in accordance with the contracts and agreements with the said Governments so as to entitle the company to receive the subsidy or Government aid granted by the said Governments respectively.

And for the consideration aforesaid, and as payment for the work to be done by the said contractors, the said company hereby assign and transfer unto the said contractors, their executors, administrators and assigns, all of the said subsidy or aid at the rate of \$6,000 per mile on the length of the said road, not exceeding eighty-three miles, payable to the said company by the Government of Canada, and also the subsidy from the Government of the province of Quebec of \$3,200 per mile on the length of the road within the province of Quebec, and also the further subsidy and the right to receive from the last mentioned Government the sum of \$3,500 per mile on the said length out of the proceeds of the land to the extent of 10,000 acres per mile, heretofore granted in aid of the said road by the Government of the province of Quebec, and all the right to the interest of the said company in the said lands, and also the subsidy of \$3,000 per mile heretofore granted by the Legislature of the province of New Brunswick on the length of the road in the said province, being a distance of about twelve miles, with the right to the said contractors and their assigns, to receive and collect the said several subsidies and said sums of money from the said several Governments when and as the same become payable under the contracts or agreements between the said company and the said several governments, and in proportion as the work of constructing and completing the said line of railway progresses, and according to the certificates to be from time to time given by the engineers of the said several governments.

And the said company for the consideration aforesaid, hereby also assigns and transfers to the said contractors, their executors, administrators and assigns, the subsidy or bonus of \$25,000 heretofore granted to the said company by the municipality of Fraserville, with the right to receive the same, and the said company also hereby covenants and agrees to pay to the said contractors the sum of \$12,500 in payment and compensation for the expenses heretofore incurred by the contractors at the request of the company, in making a survey of the several proposed lines and routes for the said railway.

And the said company also covenants and agrees to make and deliver to the said contractors for the consideration aforesaid and in addition to the subsidies hereinbefore assigned, bonds to be lawfully made and issued by the said company in pursuance of their power in that behalf, and to be a first mortgage charge on the said railway and to be secured by a mortgage in favour of trustees in pursuance of the provision in the letters patent incorporating the company in that behalf to the amount of \$5,000 for each mile of railway to be built in pursuance of this agreement ; which said first mortgage bonds shall be made, created and executed by the company as hereinbefore provided and shall be deposited in the hands of two trustees, one of whom shall be named

by the company and one by the contractors, upon trust, to hand over and deliver the said bonds to the contractors from time to time as the work progresses and in the same proportion as the subsidy of the Dominion Government is payable on the certificate of its engineer.

And the said company do further covenant and agree with the said contractors that they, the said company, will from time to time make and issue to the said contractors as paid up stock in the said company for which the said contractors shall subscribe or which, so far as the said stock has already been subscribed for, the said company shall procure to be assigned to the said contractors and their assigns shares or stock in the said company to the amount of \$491,000 and which shall be made, issued or transferred to the said contractors as shares or capital stock paid up in full from time to time as the work progresses and in the same proportion as the subsidy of the Dominion Government is payable to the contractors as hereinbefore provided.

And the said company do hereby nominate and appoint irrevocably the said contractors their true and lawful attorneys for the said company and in its name to collect and receive from the several Governments of the Dominion of Canada and of the provinces of Quebec and New Brunswick and from the municipality of Fraserville and from any other municipality which may hereafter grant a subsidy or bonus in aid of the said company, all those the said several bonuses, subsidies and railway aid hereinbefore assigned and granted or to be granted to the said company and to which it is now or may hereafter be entitled, with power to the said contractors and the survivors of them and the executors or administrators of such survivor to substitute another attorney or attorneys in the place or stead of the said contractors to act as the attorney for the said company, and from time to time to revoke such substitution and to make another in place thereof, hereby ratifying and confirming all that the said contractors or any attorney or attorneys substituted by them shall lawfully do for the company in the premises and on payment of any of the moneys under the power hereinbefore given, the said contractors and any attorneys to be substituted by them are hereby authorized to grant releases and discharges for and in the name of the company.

It is hereby agreed that the bonds of the company so to be made as aforesaid shall be the only issue of first mortgage bonds to be made by the company and bear interest at a rate not exceeding six per cent. per annum, and shall be payable at such a period (not exceeding fifty years) as the contractors may name, but not less than twenty-seven years from the date, but that no interest thereon shall be payable by the company until they are issued and delivered from time to time to the contractors by the trustees as the work progresses.

In witness whereof the said company have hereunto affixed their corporate seal, and the president and secretary thereof have put their signatures, and the said contractors have put their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

HECTOR CAMERON.

JOHN J. McDONALD, President.

E. CREAM, Secretary.

McDONALD & BOSWELL.

JOHN J. McDONALD.

E. D. BOSWELL.

Edgar versus Caron.

Exhibit "APC" 1, for the Crown ; filed 27th October, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

QUEBEC, 4th February, 1887.

Received from Sir A. P. Caron, five thousand for legal expenses and disbursements.

THOS. MCGREEVY.

QUEBEC, 9th February, 1887.

Received from Sir A. P. Caron ten thousand dollars for legal expenses for district.

THOS. MCGREEVY.

QUEBEC, 18th February, 1887.

Received five thousand dollars from Sir A. P. Caron for disbursements and legal expenses.

THOS. MCGREEVY.

QUEBEC, 20th February, 1887.

Received five thousand from Sir A. P. Caron for disbursements and expenses.

THOS. MCGREEVY.

Subpœna ; filed 27th October, 1892.

GUS. HAMEL,
Clerk, R. C.

CANADA,
Province of Quebec. }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To the Honourable Thomas McGreevy, of the city of Quebec, actually at the place called Fraserville, in the county of Temiscouata, province of Quebec.

We command you, under penalties of the law, to appear before us in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten in the forenoon, on the twenty-seventh day of September, to give evidence in this affair, and you shall have to be present, day by day,

until legally liberated. And we further command you to bring with you, then and there, and produce all books, bank books, cheque books, cheque stubs, receipts, letters, orders, papers and vouchers relating to the receipts and to the payments of election expenditures while you acted as political treasurer of the Conservative party in the district of Quebec.

Given under our Seal, in the City of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

FRASERVILLE, 22nd September, 1892.

I, the undersigned Bailiff of the Superior Court for the district of Kamouraska, residing at Fraserville, hereby certify under my oath of office that on the 22nd September, inst., between 8 and 9 o'clock in the forenoon, I served this original subpoena on the Hon. Thomas McGreevy, the witness elsewhere named, leaving with him a copy hereof, duly certified, at his domicile at Fraserville, speaking to a reasonable person of his household at his said domicile, and to him exhibiting then and there this original. The distance from the domicile of the said witness to the Court House at Quebec, is 118 miles, and from my residence to the place of service is 3 miles.

A. T. CHAMBERLAND,
B. S. C.

CANADA. }
Province of Quebec, }
District of Quebec. }

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

GREETING:—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. J. McDonald, of the town of Fraserville, district of Kamouraska, railway contractor.

We command you, under penalties of the law, to appear before us in our Court-house in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the fourth day of October, next, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence and papers of any kind relating to the purchase by him of his interest in the Temiscouata Railway, and all vouchers, notes or cheques connected with, and books containing entries

Edgar versus Caron.

relating to the payment by him of the consideration therefor, and all vouchers, notes or cheques connected with, or books containing entries relating to the payment of moneys to aid in the election of Sir Adolphe Caron or other members or supporters of the Government of which he was a member since the said J. J. MacDonald acquired an interest in said railway and became beneficially interested in the Dominion subsidies to said railway.

Given under our Seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, the undersigned, sworn Bailiff of the Superior Court for the district of Kamouraska, residing at Fraserville, hereby certify under my oath of office, that on the 1st October, instant, between noon and one o'clock in the afternoon, I served this original subpoena upon John J. McDonald, the witness elsewhere named, leaving with him a duly attested copy hereof at his domicile at Fraserville, speaking to a reasonable person of his family, and exhibiting unto him then and there this original.

Fraserville, 1st October, 1892.

A. T. CHAMBERLAND,
B. S. C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To John J. McDonald, of River du Loup, railway contractor, presently in the city of Montreal.

We command you, under penalties of law, to appear before us in our Court-house at Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the eleventh day of October, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence and papers of any kind relating to the purchase by him of his interest in the Temiscouata Railway, and all vouchers, notes or cheques connected with and books containing entries relating to the payment by him of the consideration therefor, and all vouchers, notes and cheques

connected with or books containing entries relating to the payment of moneys to aid in the election of Sir Adolphe P. Caron or other members or supporters of the Government of which he was a member since you acquired an interest in said railway and became beneficially interested in the Dominion subsidies to said railway.

Given under our Seal, in the city of Quebec, this fourth day of October, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

I, the undersigned, residing in the city of Montreal, one of the sworn bailiffs of Her Majesty's Superior Court for Lower Canada, appointed and acting in and for the district of Montreal, do hereby certify and return under my oath of office, that on the fifth day of October, one thousand eight hundred and ninety-two, between the hours of three and four o'clock in the afternoon, I did serve the within subpœna on John J. McDonald, the within named witness, by leaving a true certified copy thereof by speaking to and leaving the same with himself in person in the city of Montreal.

The distance from the Court-house, in the city of Montreal, and from my domicile to aforesaid place of service is over one mile, and that I did necessarily travel to effect said service the distance of over one mile.

JOS. SIPLING,

B. S. C.

Montreal, 5th October, 1892.

Fees \$1.00.

Subpœna ; filed 23rd September, 1892.

G. HAMEL,

Clerk, R. C.

CANADA,
Province of Quebec,
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. Israel Tarte, of the city and district of Montreal, editor.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-sixth day of September,

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instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence, vouchers or documents of any kind relating to the sale to J. J. McDonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any one beneficially interested in the subsidies to said railway for election purposes, to aid in the election to the House of Commons of Sir Adolphe Caron, or other members or supporters of the Government of which he was a member.

Given under our seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, the undersigned, residing in the city of Montreal, one of the sworn Bailiffs of Her Majesty's Superior Court for Lower Canada, appointed and acting in and for the district of Montreal, do hereby certify and return under my oath of office, that on the twenty-second day of September, one thousand eight hundred and ninety-two, between the hours of eleven and twelve of the clock, in the forenoon, I did offer to Israel Tarte, the sum of thirteen dollars, currency of Canada, as conduct money to the city of Quebec, to give evidence before the Royal Commission in the case of Sir A. P. Caron, which he accepted.

The distance from the Court-house, in the city of Montreal, and from my domicile to the aforesaid place of service is over one mile, and that I did necessarily travel to effect said service the distance of over one mile.

Montreal, 22nd September, 1892.

JOS. SIPLING,

Fees, \$1.

B.S.C.

I, the undersigned, one of the sworn Bailiffs of Her Majesty's Superior Court, appointed and acting in and for the district of Montreal, residing in the city of Montreal, hereby certify and return under my oath of office, that I did, on the nineteenth day of September, eighteen hundred and ninety-two, between the hours of six and seven of the clock, in the afternoon, serve the within original subpoena on the within named witness, J. Israel Tarte, by speaking to and leaving a true and certified copy thereof with a grown and reasonable person of his family, at his domicile, in the said city of Montreal. The distance from the Court-house, in the city of _____, to said place of service is one hundred and eighty miles, and from my residence to place of service is two miles.

Montreal, 19th September, 1892.

FRANCIS B. GODIN,

Fees, \$1.

B.S.C.

Subpœna; filed 30th September, 1892.

GUSTAVE HAMEL,
Clerk, R.C.

CANADA.
Province of Quebec,
District of Quebec. }

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

GREETING:

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Ernest Wurtele, of the city of Quebec, district of Quebec.

We command you, under penalties of the law, to appear before us in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the thirtieth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all contracts, agreements, books, papers or correspondence relating to the construction of the Quebec and Lake St. John Railway or the financing thereof, and all cheques, notes, cheque stubs, vouchers, bank pass books, books of account or any other papers, letters or documents relating to or containing entries relating to the payments of money to Sir Adolphe Caron, or relating to contributions for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

Given under our Seal in the city of Quebec, this twenty-ninth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

QUEBEC, 29th September, 1892.

I, Adrisse Dion, sworn Bailiff of the Superior Court for the province of Quebec, appointed in and for the district of Quebec, and residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office that on the 29th day of September, instant, between four and five in the afternoon, I personally served this subpœna on Ernest Wurtele, of the city and district of Quebec, speaking to him at his office in the city of Quebec, delivering unto him true certified copies hereof and exhibiting, then and there, unto him this original.

ADRISSÉ DION,
B. S. C.

Edgar versus Caron.

CANADA.
Province of Quebec,
District of Quebec. }

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

GREETING :

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To P. B. Dumoulin, of the city of Quebec, manager of La Banque du Peuple at Quebec.

We command you under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the thirtieth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all the books showing discounts and deposits as well as general accounts of Sir Adolphe Caron, and of the Hon. Thos. McGreevy, during the period from 1882 to 1891, when subsidies were granted for the construction of the Lake St. John Railway and the Temiscouata Railway.

Given under our seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, Adrisse Dion, sworn Bailiff of the Superior Court for the province of Quebec, appointed in and for the district of Quebec, and residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office, that on the 29th September, instant, between 4 and 5 o'clock in the afternoon, I personally served this present subpoena on Ernest Wurtele, of the city and district of Quebec, speaking to him at his office in the city of Quebec, delivering to him true certified copies hereof and exhibiting unto him, then and there, this present original.

QUEBEC, 29th September, 1892.

ADRISSE DION,
B. S. C.

CANADA,
Province of Quebec,
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, nominating and constituting us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To E. D. Boswell, secretary of the Temiscouata Railway, of the town of Fraserville, district of Kamouraska.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the fourth day of October, next, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing the dates of the receipt and payment or disposal of Dominion subsidies.

Given under our Seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

QUEBEC, 1st October, 1892.

I, Adrisse Dion, sworn Bailiff of the Superior Court of the province of Quebec, appointed in and for the district of Quebec, residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office, that on the 1st October, instant, between 10 and 11 in the forenoon, I personally served this subpoena on M. P. B. Dumoulin, of the city of Quebec, manager of La Banque du Peuple, Quebec, speaking personally to him at La Banque du Peuple, in the city of Quebec, delivering unto him true certified copies hereof, and to him exhibiting this original.

ADRISSE DION,
B. S. C.

CANADA,
Province of Quebec,
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile

Edgar versus Caron.

Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To E. D. Boswell, secretary of the Temiscouata Railway Company, of the district of Kamouraska, of the town of Fraserville, actually in the city of Toronto, province of Ontario.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the eleventh day of October, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing dates of the receipt and payment or disposal of Dominion subsidies.

Given under our Seal, in the city of Quebec, this fourth day of October, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

(True copy.)

A true copy of the within subpoena was served by me, the undersigned, on E. D. Boswell, within named, at the Queen's Hotel, in the city of Toronto, in the province of Ontario, this sixth (6th) day of October, 1892, and at the time and place aforesaid I paid the said E. D. Boswell the sum of \$40.00 (forty dollars) conduct money and expenses.

E. SCOTT GRIFFIN,

32 Church Street, Toronto.

CANADA.

Province of Ontario.

County of York.

} To Wit:

I, Edward Scott Griffin, of the city of Toronto, in the county of York and province of Ontario, solicitor, being duly sworn, make oath and say as follows:

1. That I did on Thursday, the 6th day of October, 1892, personally serve E. D. Boswell, in the subpoena hereunto annexed named, with a true copy of the said subpoena hereunto annexed by delivering such copy to and leaving the same with the said E. D. Boswell at the Queen's Hotel in the city of Toronto in the said county of York.

2. That at the time of making the said service, I showed the said E. D. Boswell the said original subpoena hereunto annexed and paid him the sum of forty dollars (\$40.00) as and for his conduct money, witness fees and expenses, said sum being sufficient, as I am informed and believe, for that purpose.

3. That I did afterwards on the said day make the endorsement which appears on the said annexed subpoena.

E. H. GRIFFIN.

Sworn before me at the city of Toronto, in
the county of York, and province afore-
said, this 5th day of October, 1892. }

CHARLES SWAREY.

A Notary Public in and for the prov. of Ontario.

Subpœna ; filed 23rd September, 1892.

GUSTAVE HAMEL,
*Clerk, R.C.*CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Horace J. Beemer, of the city and district of Montreal, contractor.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-third day of September, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all contracts, agreements, books, papers or correspondence relating to the construction of the Quebec and Lake St. John Railway, or the financing therefor, and all cheques, notes, cheque stubs, vouchers, bank pass books, books of account, or any other papers, letters or documents relating to or containing entries relating to the payments of money to Sir Adolphe Caron, or relating to contributions for election purposes to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

Given under our Seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, the undersigned, residing in the city of Montreal, one of the sworn Baillifs of Her Majesty's Superior Court for Lower Canada, appointed and acting in and for the district of Montreal, do hereby certify and return under my oath of office that on the 21st day of September, one thousand eight hundred and ninety-two, between the hours of five and six of the clock in the afternoon, I did tender the within named witness, H. J. Beemer, the sum of thirteen dollars as conduct money on the within subpoena, which he accepted, the said tender being made personally to the said witness.

The distance from the Court-house, in the city of Montreal, and from my domicile to aforesaid place of service is one mile, and that I did necessarily travel to effect said service the distance of one mile.

Montreal, 21st September, 1892.

WM. SIPLING,
B.S.C.

Fee \$1.

Edgar versus Caron.

I, the undersigned, one of the sworn Bailiffs of Her Majesty's Superior Court, appointed and acting in and for the district of Montreal, residing in the city of Montreal, hereby certify and return under my oath of office that I did on the 19th day of September, eighteen hundred and ninety-two, between the hours of six and seven of the clock, in the afternoon, serve the within original subpoena on the within named witness, H. J. Beemer, by speaking to and leaving a true and certified copy thereof with a grown and reasonable person of his family at his domicile in the said city of Montreal. The distance from the Court-house in the city of Montreal to said place of service is one hundred and eighty miles, and from my residence to place of service is two miles.

Montreal, 19th September, 1892.

FRANCIS B. GODIN,

B.S.C.

Fee \$1.

Subpœna ; filed 21st September, 1892.

G. HAMEL,

Clerk, R. C.

CANADA.

Province of Ontario,
County of Carleton.

} To wit:

In the matter of the Royal Commission appointed to take evidence respecting certain charges made against the Honourable Sir Adolphe P. Caron.

I, James Hughes, of the city of Ottawa, in the county of Carleton, and province of Ontario, Sergeant of Police, make oath and say :

1. That I did on Thursday, the fifteenth of September, A. D. 1892, personally serve Louis Kossuth Jones, the person therein named, with a true copy of the subpoena hereunto annexed by delivering the same to and leaving the same with the said Louis Kossuth Jones on the day last aforesaid at the said city of Ottawa.

2. At the time of such service as aforesaid, I did pay to the said Louis Kossuth Jones the sum of twelve dollars as and for conduct money.

3. Subsequently, I did make upon such original subpoena so served an endorsement of the date of such service and payment.

JAMES HUGHES.

Sworn before me at the city of Ottawa, }
in the county of Carleton, this six- }
teenth day of September, A.D. 1892. }

W. E. HODGINS,

A Commr. &c., Notary Public, &c.

Served personally L. K. Jones with true copy of the within subpoena, on Thursday, the 15th day of September, 1892, and at the same time gave him the sum of twelve dollars for conduct money.

JAMES HUGHES.

CANADA,
Province of Quebec }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Louis Kossuth Jones, of the city of Ottawa, in the county of Carleton and province of Ontario, secretary to the chief engineer of Government Railways.

We command you, under penalties of the law, to appear before us, in our Court-house, at the city of Quebec, at the place of sittings of said Commission, at half-past ten in the forenoon, on the twentieth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all papers and documents in charge of the Department of Railways and Canals relating to the Quebec and Lake St. John Railway and the Temiscouata Railway, together with the descriptive index to such papers.

Given under our seal, in the city of Quebec, this thirteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

Subpœna ; filed 21st September, 1892.

G. HAMEL,
Clerk, R. C.

Served personally M. G. Dickieson with a true copy of the within subpœna, on Thursday, 15th September, 1892, and gave him at the time of such service the sum of twenty-five dollars as conduct money.

JAMES HUGHES.

Edgar versus Caron.

CANADA,
Province of Quebec, }
District of Quebec.

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Matthew G. Dickieson, of the city of Ottawa, in the county of Carleton, province of Ontario, chief accountant of the Finance Department.

We command you, under penalties of the law, to appear before us, in our Court-house, at the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twentieth day of September, inst., to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all certificates from the Auditor General, powers of attorney, cheques and vouchers relating to the payment of the subsidies granted to the Quebec and Lake St. John Railway and the Temiscouata Railway.

Given under our Seal, in the city of Quebec, this thirteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,

M. M. TAIT,

Commissioners.

CANADA,
Province of Ontario, } To Wit:
County of Carleton.

In the matter of the Royal Commission appointed to take evidence respecting certain charges made against the Honourable Sir Adolphe P. Caron,

I, James Hughes, of the city of Ottawa, in this county of Carleton and province of Ontario, sergeant of police, make oath and say :

1. That I did, Thursday, the fifteenth day of September, A.D. 1892, personally serve Matthew G. Dickieson, the person therein named, with a true copy of the subpoena hereunto annexed, by delivering the same to and leaving the same with the said Matthew G. Dickieson, on the day last aforesaid at the said city of Ottawa.

2. At the time of such service as aforesaid, I did pay to the said Matthew G. Dickieson the sum of twenty-five dollars as and for his conduct money.

3. Subsequently, I did make upon such original subpoena an endorsement of the date of such service and payment.

JAMES HUGHES.

Sworn before me at the city of Ottawa,
in the county of Carleton, this sixteenth
day of September, A.D. 1892.

W. E. HODGINS,

A Commr., &c., Notary Public, &c.

Subpoena; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADA.
Province of Quebec. }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. G. Scott, Esq., of the city of Quebec, secretary of the Quebec and Lake St. John Railway Company.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-first day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing dates of the receipt and payment or disposal of Dominion subsidies.

Given under our Seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, the undersigned, sworn Bailiff of the Superior Court for the province of Quebec, appointed for the district of Quebec, residing in the city of Quebec, No. 16, St. Gabriel street, hereby certify under my oath of office, that on the 19th September, 1892, between six and seven in the afternoon, I did personally

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serve this subpoena on J. G. Scott, Esq., of the city of Quebec, secretary of the Quebec and Lake St. John Railway Company, at his domicile in Quebec, the witness therein named, speaking to a reasonable person of his family, delivering unto him a true certified copy thereof and there and then exhibiting unto him the original.

QUEBEC, 19th September, 1892.

OLIVIER BROUSSEAU,
B.S.C.

Subpoena; filed 20th September, 1892.

GUSTAVE HAMEL,
Clerk, R. C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING :—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. G. Scott, Esq., of the city of Quebec, secretary of the Quebec and Lake St. John Railway Construction Company.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-first day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all contracts, sub-contracts, and agreements in connection with the construction of, or financing for, the Quebec and Lake St. John Railway; and also the minute books and books of account of the company and any books showing the receipt or transfer of any Dominion subsidies.

Given under our Seal, in the city of Quebec, this nineteenth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, the undersigned, Oliver Brousseau, sworn Bailiff of the Superior Court for the province of Quebec, St. Gabriel Street, No. 16, hereby certify under my oath of office that on the 19th day of September, 1892, between six and seven in the afternoon, I did personally serve this subpoena on J. G. Scott, Esq., of

the city of Quebec, secretary of the Quebec and Lake St. John Railway Construction Company, at his domicile at Quebec, the witness therein named, speaking to a reasonable person of his family, delivering unto him a true certified copy thereof and exhibiting, then and there, unto him this original.

OLIVIER BROUSSEAU,

B.S.C.

QUEBEC, 19th September, 1892.

Subpœna ; filed 29th September, 1892.

GUSTAVE HAMEL,

Clerk, R.C.

CANADA,
Province of Quebec, }
District of Quebec. }

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

GREETING:—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada and one of her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To J. Stevenson, the Manager of the Québec Bank, Québec.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Québec, at the place of sittings of said Commission, at half-past ten of the forenoon, on the twenty-ninth day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all books showing the discount and deposit and general accounts of Sir Adolphe Caron and Thomas McGreevy, during the period from 1882 to 1891, while subsidies were being granted for the construction of the Québec and Lake St. John Railway and the Temiscouata Railway.

Given under our Seal, in the city of Québec, this twenty-sixth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

Edgar versus Caron.

CANADA,
Province of Quebec,
District of Quebec. }

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

GREETING:—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and nominating us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Councillors for the Dominion of Canada, as mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Frank Ross, James Geggie and Antoine Bonhomme, all of the city of Quebec, the former, merchants, and James Geggie and Antoine Bonhomme, accountants.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sittings of said Commission, at half-past ten o'clock of the forenoon, on the twenty-third day of September, instant, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated.

And we further command you to bring with you, then and there, and produce all agreements, vouchers, papers, correspondence or books connected with the Quebec and Lake St. John Railway Company, or the construction thereof, or the financing thereof, and also all notes or vouchers, books containing entries relating to payments to or for Sir Adolphe Caron while the late J. G. Ross was connected with the construction of or financing for the said railway, or beneficially interested in the Dominion subsidies thereto.

Given under our Seal, in the city of Quebec, this twenty-second day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,

Commissioners.

I, Adrisse Dion, sworn Bailiff of the Superior Court for the province of Quebec, appointed in and for the district of Quebec, and residing in the city of Quebec, St. Valier street, No. 267, hereby certify under my oath of office, that on the 22nd September, instant, between five and seven in the afternoon, I personally served this subpoena on Frank Ross, Esq., speaking to a reasonable person of his family at his domicile, St. Foy Road, and on James Geggie Ross, speaking to himself at the office of Mr. Ross, in lower town, Quebec, delivering unto them, there, true certified copies hereof, and there and then exhibiting unto them this original.

I certify, moreover, that the distances from the domiciles of the said witnesses to the Court-house at Quebec is seven miles, and from my domicile to the place of service is at least seven miles.
Quebec, 22nd September, 1892.

ADRISSE DION,
B.S.C.

CANADA.
Province of Quebec,
District of Quebec. }

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

GREETING:—

By virtue of the Royal Commission, under the Great Seal of the Dominion of Canada, constituting and appointing us, the Honourable Adolphe Basile Routhier, and the Honourable Melbourne M. Tait, Judges of the Superior Court of this province, Commissioners to take evidence as to the truth or falsity of certain charges made against the Honourable Sir Adolphe P. Caron, member of the House of Commons and Government of Canada, and one of Her Majesty's Privy Counsellors for the Dominion of Canada, mentioned in the first part of our said Commission, and report to the Honourable the Secretary of State for the Dominion of Canada.

To Dr. Grandbois, member of Parliament for the county of Temiscouata, and A. R. Macdonald, Superintendent on the Intercolonial Railway, both of the town of Fraserville, district of Kamouraska.

We command you, under penalties of the law, to appear before us, in our Court-house, in the city of Quebec, at the place of sitting of said Commission, at half-past ten of the forenoon, on the fourth day of October, next, to give evidence in this affair, and you shall have to be present, day by day, until legally liberated. And we further command you to bring with you, then and there, and produce all agreements, correspondence, papers, vouchers or documents of any kind relating to the sale to J. J. McDonald of an interest in the Temiscouata Railway, or to the payment of the consideration therefor, or to contributions by any person beneficially interested in the subsidies to said railway, for election purposes, to aid in the election to the House of Commons of Sir Adolphe Caron or other members or supporters of the Government of which he was a member.

Given under our Seal, in the city of Quebec, this thirtieth day of September, eighteen hundred and ninety-two.

A. B. ROUTHIER,
M. M. TAIT,
Commissioners.

I, the undersigned, a sworn Bailiff of the Superior Court for the district of Kamouraska, residing at Fraserville, hereby certify under my oath of office, that on the 1st October, instant, between two and three in the afternoon, I served this original subpoena on A. R. McDonald and P. E. Grandbois, the witnesses elsewhere named, leaving with each of them a duly certified copy thereof, at their respective domiciles at Fraserville, speaking to A. R. McDonald himself, and as to P. E. Grandbois, to a reasonable person of his family at his said domicile, exhibiting to them, there and then, this original.

I certify, moreover, that, in serving this subpoena on the said witnesses, I tendered to each of them a sum of ten dollars to defray their travelling expenses, which they did accept.

Fraserville, 1st October, 1892.

A. T. CHAMBERLAND,
B.S.C.