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PAPERS

VOLUME 9.

SECOND SESSION of the FIFTH PARLIAMENT

OF THE

DOMINION OF CANADA.

SESSION 1884.



VOLUME XVII.

- No. 27a. LIGHTHOUSES :—Return to Order; Return showing in detail the amounts expended, with vouchers, from 1st January, 1880, in repairs on the Pelée Island, Long Point and Rondeau lighthouses; also, copy of all correspondence between the Government and John Corbett, also William Grubb, or any other person relating to the Pelée Island lighthouse. (*Not printed.*)
- 28... DOMINION MONEY ON DEPOSIT :—Return to Order; Statement showing the amount of money on deposit to the credit of the Government of Canada on 1st January, 1884, together with the names of the banks wherein the said moneys are deposited, with the amount; also the amount at interest, with the rate allowed on the said deposits in each case. (*Distribution only.*)
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- 30f. Return to Address; Copies of all correspondence between the Government and the Provinces respecting the Liquor License Act of 1883. (*Sessional Papers only*)
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31g.	Return to Address; Copies of all contracts made by the Company for the construction of any part of its railway. (<i>Sessional Papers only</i>)
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31k-3	Return to Address; Statements concerning the North American Contracting Company. (<i>Sessional Papers only.</i>)
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- No. 31k-5. CANADIAN PACIFIC RAILWAY :—Return to Address ; Statement of the net price received by the Company for each lot of ten millions of stock comprising the thirty millions issued to a syndicate, etc. ; also, the date and rate at which the twenty millions remaining of the original stock of twenty-five millions was taken, and dates at which the five million dollars was paid thereon. (*Sessional Papers only.*)
- 31l. Return to Address ; Copies of correspondence between the Government and the Company, and any other railway company, with regard to the opening of the Union Jacques Cartier Railway. (*Sessional Papers only.*)
- 31m. Supplementary Return to 31k-5. (*Sessional Papers only.*)
- 31n. Supplementary Return to 31k-4. (*Sessional Papers only.*)
- 31o. Supplementary Return to 31k-3. (*Sessional Papers only.*)
- 31p. Return to Order ; Map or maps, showing the location of the Railway and branches, so far as approved, and so far as proposed. The lands set apart and those applied for but not yet set apart. (*Not printed.*)
- 31q. Return to Address ; Copies of any agreement between the Government and the contractors for Section B, in regard to the transfer of the contract, and of any Orders in Council giving effect to said agreement. (*Sessional Papers only.*)
- 31r. Return to Address ; Copy of a Memorial to His Excellency in Council, signed by Frank Moberly and W. A. McCallum on behalf of the inhabitants of Neebing, praying for relief with reference to their bonuses to the Prince Arthur's Landing and Kaminstiquia Railway Company. (*Not printed.*)
- 31s. Return to Address ; Copies of all correspondence, etc., between the Government and the Company, on the subject of immigration to Manitoba and the North-West, together with a Statement showing the amount expended by the Company in promoting such immigration, etc. (*Not printed.*)
- 31t. Return to Address ; Copies of all correspondence, etc., relating to the allowances proposed to be paid to the Canadian manufacturers of certain goods required by the Railway ; all applications for such allowance, a Statement of the calculations on which the allowances have been based, and the estimate in detail of the probable sums payable out of the Treasury in respect of each class of goods, assuming them to be made in Canada, to the extent of the Company's requirements, and of the *ad valorem* percentages of all allowances on each such class. (*Sessional Papers only.*)
- 31u. Return to Address ; Statement showing the names of all shareholders of the Company and the amounts of stock held by each on each of the following days, namely : 14th, 21st, 28th October, and 4th November, 1883. (*Sessional Papers only.*)
- 31v. Return to Address ; 1. For a statement of the expenditure in connection with the St. Lawrence and Ottawa Railway. 2. For a statement in full detail of the amount of \$473,000 or thereabouts stated to be for sundry advances, carriers, back charges and other matters. 3. For a statement, in detail, of the payments on account of interest on stock. 4. For copies of all reports, etc., on which the estimates of the Company and Mr. Schreiber, as to the cost of completing the railway are founded. (*Sessional Papers only.*)
- 31w. Supplementary Return to No. 31k-2. (*Sessional Papers only.*)
- 31x. Supplementary Return to Statement No. 31k-1. (*Sessional Papers only.*)
- 31y. Supplementary Return to No. 31k. (*Sessional Papers only.*)
- 31z. Return to Address ; Copies of all papers, etc., in connection with all payments or advances to the Company on any account whatever, not included in the statements already brought down. (*Sessional Papers only.*)
- 31aa. Papers in connection with arbitrations arising out of claims in respect to the construction of certain sections of the Railway. (*Sessional Papers only.*)
- 31bb. Copies of letters from Messrs. Manning, McDonald & Co., of the 7th January, —a d 24th February, 1881, respectively. (*Sessional Papers only.*)

MESSAGE.

LANSDOWNE.

(31)

The Governor General transmits to the House of Commons for its information, Correspondence relating to the Guarantee by the Government of Interest on the Stock of the Canadian Pacific Railway Company, so that means might be provided for the completion of the work by May 1886.

GOVERNMENT HOUSE, OTTAWA, 25th January, 1884.

CORRESPONDENCE

Relating to the Guarantee by the Government of Interest on the Stock of the Canadian Pacific Railway Company, so that means might be provided for the completion of the work by May, 1886.

CANADIAN PACIFIC RAILWAY OFFICE,
MONTREAL, 24th October, 1883.

SIR,—I have the honor to submit to you the following statement on behalf of this Company :

The capital of this Company has been fixed at \$100,000,000, of which \$55,000,000 have already been issued.

It now requires a further amount of money to enable it to prosecute the work of construction and equipment at the same rate of progress as heretofore, and in accordance with its policy and in justice to its present shareholders, such amount should be obtained by means of the remaining stock of the Company.

But in the present state of the market and of public feeling as to stocks generally, it would be impossible to dispose in the ordinary way of any further amount of stock at a reasonable rate, if at all, and the Company is desirous of adopting the following plan as a mode of procuring the amount required :

1. The Company to deposit with the Government, money and securities constituting a fund sufficient to pay semi-annual dividends for ten years on the entire stock of the Company, at the rate of 3 per cent per annum. The amount required for this purpose has been ascertained to be \$24,527,145.

This fund to be created as follows:—

The Company to pay immediately.....	\$15,000,145 00
On or before the 1st of February next, to pay a further sum of.....	5,000,000 00
With interest at 4 per cent. (this payment to be secured by a deposit of land grant bonds amounting to \$6,000,000,) within seven years from date to pay the remaining sum of.....	4,527,000 00
With interest at 4 per cent	<u>\$24,527,145 00</u>

This payment to be secured as follows:—

(a) By creating a charge as such security upon all sums earned by the Company as postal subsidy, and for transport service; which charge is estimated to cover \$3,000,000.

(b) By depositing with the Government a further amount of \$1,781,500 of land grant bonds to cover the balance of \$4,527,000, with the option to the Company to pay such balance at any time in cash. The revenue derivable from the securities mentioned in the foregoing sub-sections to be adjusted at the rate of 4 per cent. per annum on \$4,527,000, by the payment half-yearly by the Company of any deficiency, or by the return to the Company of any surplus as the case may be.

(c) By creating a charge as further security, upon the \$5,000,000 of Land Grant Bonds held by the Government as security for the operation of the Railway.

2. The Government to allow interest half yearly at the rate of 4 per cent. per annum upon the balance on hand of the fund so created, and to pay from out of such balance and interest to Trustees appointed for the purpose, to the satisfaction of the Government, \$1,500,000, semi-annually, for ten years, to be paid as dividends to the shareholders of the Company—the first dividend to be payable on the 17th February next, and any balance required first to be furnished by the Company.

3. The Government to execute an instrument to be deposited with the Trustees whereby in effect it will declare that the fund has been created, and will agree to make to the Trustees the semi-annual payments of \$1,500,000 each, required for the dividends.

By making this arrangement, ensuring minimum guaranteed dividends on the entire stock of the Company for ten years, the Company will be enabled to provide means out of its unissued stock for completing and thoroughly equipping the entire Railway by May, 1886, as it has contemplated doing, but which I fear it cannot accomplish within that time, unless the plan now suggested can be carried out, and any change of policy in that respect would be injurious both to the country and to the Company.

This project would require the assistance of the Government, but merely as a depository of the fund to be created, and it would impose no responsibility or liability upon the Government beyond the periodical repayment of instalments of the amount deposited, with interest added at the rate mentioned.

I have, therefore, to request the favor of the co-operation of the Government in carrying out the suggested plan, and as I purpose leaving for England shortly, I should be greatly obliged if this matter could be disposed of at an early date.

I have the honor to be, Sir, your obedient servant,

GEO. STEPHEN, *President C. P. Ry. Co.*

Hon. Minister Railways and Canals.

OTTAWA, 26th October, 1883.

SIR,—I have the honor to state that a communication addressed to the Honorable Minister of Railways and Canals, under date of 24th October instant, by the President of the Canadian Pacific Railway Company, has been referred to me, the object of which communication is to secure the co-operation of the Government in carrying out a plan to ensure the completion of the Railway in the year 1886.

It appears from the President's letter that the present state of the market and of public feeling as to stocks in general, is not propitious for raising the means to continue the prosecution of the work of construction with that great energy which has characterized it up to the present time; and that unless some such scheme as the one now submitted be entertained, the road can be built at such a rate only as will secure its completion in 1891, the limit of the term specified in the contract.

I may state that I believe it to be of great importance that the railway should be open for traffic at the earliest date possible, and also that the plan submitted by Mr. Stephen commends itself favorably to me.

The entire capital stock of the Company is \$100,000,000, and the President proposes to deposit with the Government a sum in money and securities sufficient to pay a semi-annual dividend thereon at the rate of 3 per cent. per annum for ten years, amounting to \$24,527,145. This deposit they propose to pay in the following manner:—

In cash immediately.....	\$15,000,145 00
On or before 1st February, 1884, in cash, with 4 per cent. interest, to be meanwhile secured by a deposit of \$1,000,000 in Land Grant Bonds...	5,000,000 00
In seven years, in the meantime to be secured by a deposit of \$1,781,500 additional Land Grant Bonds, and amounts of postal subsidy and Government transportation, estimated sufficient to pay 4 per cent on \$3,000,000, making a total of \$4,781,500.....	4,527,000 00
	<u>\$24,527,145 00</u>

Of the last named item, the Company desires to have the option of paying off in cash the amount of \$1,527,000 at any time. They also propose that the revenue derivable from the above securities be adjusted at the rate of 4 per cent. per annum on the sum of \$1,527,000 by the semi-annual payment of any deficiency by the Company or of any surplus by the Government.

It is also proposed to create a further charge as security upon the \$5,000,000 Land Grant Bonds, held by Government as security for the satisfactory operation of the railway;

Further,—That the Government also pay, half-yearly, interest at 4 per cent. per annum on the balance of the fund so created, which may be in hand, and out of such balance and interest \$1,500,000 half yearly for ten years, as dividend to shareholders, to Trustees approved by Government, the first dividend payable on 17th February, 1884, and any balance required to be furnished by the Company.

The Government to execute an instrument declaring that such fund is created and agreeing to pay to the Trustees half yearly the sum of \$1,500,000 for ten years.

This proposition, as I have stated, commends itself favorably to me, and as the Government would, in my opinion, incur no risk in entertaining it. I beg to recommend its adoption.

I should state, however, that if the scheme be carried out, the Company should pay, at the same time as the \$15,000,145, the balance necessary to meet the dividend due on the 17th February next.

I have the honor to be, Sir, your obedient servant,
 COLLINGWOOD SCHREIBER,
Chief Engineer and General Manager.

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, October 26, 1883.

Memorandum :

The undersigned has the honor to represent, that under date the 24th instant the Canadian Pacific Railway Company have submitted a proposition by which, in order to admit of the prosecution of their work at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock, amounting to \$45,000,000 (the balance, \$55,000,000 of the \$100,000,000, at which their capital is fixed, having already been issued) to provide means for completing and thoroughly equipping the entire railway by May, 1886, the Company stating that the present condition of the market and of public feeling as to stocks generally it would be impossible for them to dispose of any further amount of their stock in the ordinary way.

That the Company propose to deposit with the Government money and securities constituting a fund sufficient to pay semi-annual dividends for ten years on their entire stock at the rate of 3 per cent. per annum, the amount required for this purpose being \$24,527,145. The details of the mode by which the Company propose that the sum named shall be created are fully set forth in their proposition, a copy of which is attached to the present report.

That under date the 26th instant, the Chief Engineer has reported on this proposal, observing that the limit of the time fixed by the contract for the completion of the road is 1890; but that it is, in his opinion, of great importance that the railway should be open for traffic at the earliest date possible, and that the plan now submitted by the Company commends itself to him favorably, being one which involves no risk to the Government. He, however, suggests that in addition to the sum of \$15,000,000, which the Company propose to hand over to the Government immediately, they should at the same time furnish the funds required to meet the dividends on their stock falling due on the 17th of February next.

The undersigned concurs in the opinion of the Chief Engineer, and recommends that he be authorized to accept the proposition of the Company as expressed in their letter of the 24th inst., subject to the amendment proposed by the Chief Engineer, and that he be empowered to enter into such agreement as may be necessary to carry it into effect.

Respectfully submitted,

J. H. POPE,

Acting Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 27th October, 1883.

On a memorandum dated 26th October, 1883, from the Acting Minister of Railways and Canals, representing that under date the 24th instant, the Canadian Pacific Railway Company have submitted a proposition by which, in order to admit of the prosecution of their works at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock, amounting to \$45,000,000 (the balance of \$55,000,000 of the \$100,000,000 at which their capital is fixed, having already been issued) to provide means for completing and thoroughly equipping the entire railway by May, 1886, the Company stating that in the present condition of the market and of public feeling as to stocks generally, it would be impossible for them to dispose of any further amount of their stock in the ordinary way. The Minister further represents that the Company propose to deposit with the Government money and securities constituting a fund sufficient to pay semi-annual dividends for ten years on their entire stock at the rate of 3 per cent. per annum, the amount required for this purpose being \$24,527,145.

The details of the mode by which the Company propose that the sum named shall be created are fully set forth in their proposition, as hereunto attached.

That under date the 26th instant the Chief Engineer has reported upon this proposal, observing that the limit of the time fixed by the contract for the completion of the road, is 1890, but that it is, in his opinion, of great importance that the Railway should be open for traffic at the earliest date possible, and that the plan now submitted by the Company commends itself to him very favourably as being one which involves no risk to the Government. He, however, suggests that in addition to the sum of \$15,000,000 which the Company propose to hand over to the Government immediately, they should at the same time furnish the funds required to meet the dividends on their stock falling due on the 17th February, 1884.

The Minister coincides in the opinion of the Chief Engineer, and recommends that he be authorized to accept the proposition of the Company, as expressed in their letter of the 24th instant, subject to the amendment proposed by the Chief Engineer, and that he be empowered to enter into such agreement as may be necessary to carry it into effect.

The Committee concur in the foregoing Report and the recommendations therein made, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

H. n. Minister Railways and Canals.

OTTAWA, 27th October, 1883.

SIR,—I enclose, herewith by direction of the Acting Minister, a copy of an Order-in-Council dated 27th instant, on the subject of your President's communication, with reference to an arrangement with the Government on the subject of the payment by the Government of semi-annual dividends at the rate of 3 per cent. per annum extending over a period of 10 years, on the capital stock of the Company, \$100,000,000, from the proceeds of a fund to be deposited with the Government.

Of course a formal agreement is to be entered into with regard to this matter.

I am, Sir, your obedient Servant,

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Esq., *Secretary*.

Canadian Pacific Railway Company, Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 29th October, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 7th instant, enclosing copy of an Order in Council dated 27th instant, on the subject of an arrangement by which the Government guarantee the payment of a dividend of 3 per cent. per annum on the capital stock of the Company.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, *Secretary Railways and Canals*.

CANADIAN PACIFIC RAILWAY, MONTREAL, 5th November, 1883.

SIR,—I have the honor to state that upon further consideration, this Company desires to modify the suggestions made in my letter to you of the 24th ult., respecting provision for securing a minimum dividend upon the stock of the Company with regard to the amount of stock to which such security should immediately apply.

The Company does not at present require to dispose of the whole of its stock, and would prefer that it should only be placed on the market as its proceeds are needed for the prosecution of the work; and, moreover, the extent of the deposit required for the immediate security of a dividend on the whole of this Company's stock would involve considerable expense, by way of loss of interest and otherwise.

I have, therefore, respectfully to request that in the event of the Government acceding to the wish of the Company, the required deposit may be reduced to such amount as will secure a 3 per cent. dividend upon \$65,000,000 of the stock; that the Government will allow the Company to deposit the remaining \$35,000,000 of stock in the hands of the Government, to be returned to the Company from time to time, as the amount of money required to cover a similar dividend upon the amount so returned is deposited with the Government.

I beg also to submit a draft agreement which would implement the desired arrangement, if approved by the Government.

In order to make the proposition of the Company, as now modified, more clear, I venture to trouble you with the details of the arrangement, as proposed to be modified.

1. The Company to deposit with the Government money and securities constituting a fund sufficient to pay, semi-annually, dividends for ten (10) years on \$65,000,000 of the stock of the Company at the rate of three (3) per centum per annum. The amount required for this purpose has been ascertained to be \$15,942,645. This fund to be created as follows:—

a. The Company to pay immediately \$8,561,733; on or before the 1st February next to pay the further sum of \$2,853,912, with interest paid half-yearly at (4) four per centum per annum. (This payment to be secured by a deposit of Land Grant Bonds amounting to \$3,420,000.)

b. Within five (5) years from the date of the agreement to be signed, to pay the remaining sum of \$4,527,000, with interest payable half-yearly at (4) four per

centum per annum, the payment of this sum of \$4,527,000 and interest to be secured as follows:—

(a.) By creating a charge as such security upon all sums earned and to be earned by the company as postal subsidy and for transport service, which charge is assumed to cover \$3,000,000.

(b.) By depositing with the Government a further amount of \$1,830,000 of Land Grant Bonds to cover the balance of \$1,527,000, with the option to the Company to pay such balance at any time in cash.

The revenue derivable from the securities mentioned in the foregoing subsections to be adjusted at the rate of (4) four per centum per annum on \$4,527,000 by the payment half-yearly by the company of any deficiency, or by the return to the Company of any surplus, as the case may be.

(c.) By creating a charge as further security upon the \$5,000,000 of land grant bonds held by the Government as security for the operation of the Railway.

2. The government to allow interest half yearly at the rate of (4) four per centum per annum upon the balance in hand of the fund so created, and to pay from out of such balance and interest to Trustees appointed for the purpose to the satisfaction of the Government, \$975,000 semi annually for (10) ten years, to be paid as dividends to the shareholders of the Company, the first dividend to be payable on the 17th February next, and any balance required for it to be furnished by the Company.

3. The company to deposit in the hands of the Government stock certificates for the whole of the remainder of the stock of the Company, amounting to \$35,000,000.

4. If at any time, and from time to time hereafter up to the 17th of August, 1893, the Company desire to withdraw any portion of the said amount of \$35,000,000 of stock certificates, the company to have the right to do so on depositing with the Government in cash a sum of money which, with interest added thereto half yearly at the rate of (4) four per centum per annum, shall be sufficient to pay a like minimum half-yearly dividend upon the stock so withdrawn up to the last mentioned date inclusive, and thereafter the Government to pay to the Trustees, half-yearly, on or before the 17th days of February and August in each year, until the said last mentioned date inclusive, in addition to the said sum of \$975,000, a further sum of money equivalent to (1½) one and a half per centum per annum on the amount of stock so withdrawn, such additional amount to be paid by the Trustees to the holders of the stock so withdrawn.

5. As to any portion of the said amount of stock certificates which shall not be so withdrawn, the Government shall retain the same until after the 17th day of August, 1893, and shall then deliver the same to the Company.

6. The Government to execute an instrument to be deposited with the Trustees whereby in effect it will declare that the fund has been created and will agree to make to the Trustees semi-annual payments of \$975,000 each, required for the said dividends, together with such further payment as shall be secured by the deposit of cash upon the withdrawal of stock as hereinbefore mentioned.

I have the honor to be, Sir, your obedient servant,

GEO. STEPHEN,

President Canadian Pacific Railway Company.

Hon. Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER IN CHIEF, OTTAWA, 6th November, 1883.

SIR,— On the 26th October ultimo, I reported, as you are aware, in favor of a plan submitted by the President of the Canadian Pacific Railway Company, for a payment by the Government of a dividend of 3 per cent. for ten years upon the capital stock of the company—\$100,000,000. By a letter addressed to you, under yesterday's date, Mr. Stephen now seeks a modification of this arrangement, and asks that the payment of 3 per cent. for ten years be on a sum of \$65,000,000 of stock only, inasmuch as the Company only propose to dispose of the stock, from time to time, in such amounts as may be necessary to meet the demands of construction,

It is proposed by the Company to deposit the remaining \$35,000,000 of stock with the Government, interest at 3 per cent. to be paid on such part thereof as the Company may pay to the Government, from time to time, funds to represent 3 per cent. for ten years. The company ask that in carrying this arrangement into effect, the deposit representing 3 per cent. for ten years on \$100,000,000 be reduced to such a sum as will leave sufficient security in the hands of the Government to pay the 3 per cent. for ten years on \$65,000,000.

I can see no objection to this arrangement, as it appears to place the matter in relation to the security for 3 per cent., ten years on the \$65,000,000, in precisely the same position as the 3 per cent. on \$100,000,000, under the former proposal, while the 3 per cent. on the \$35,000,000 is secured by payment of sums to represent it, before the Government undertake to pay the interest.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER,

Engineer-in Chief.

The Hon. J. H. POPE, Acting Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th November, 1883.

On the report of the acting Minister of Railways and Canals, bearing date the fifth day of November, 1883, the Committee recommended that in accordance with such report the Order in Council passed on the 27th day of October last, relating to a deposit of money by the Canadian Pacific Railway Company with the Government, for the purpose of enabling such Government to pay a minimum dividend of 3 per centum per annum—on \$100,000,000 of their stock, be cancelled, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Memorandum.

OTTAWA, 6th November, 1883.

The Acting Minister of Railways and Canals begs leave to report that under date the 24th ultimo, the Canadian Pacific Railway Company submitted a proposition by which, in order to admit of the prosecution of their works at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock to provide means of completing and thoroughly equipping their entire railway by May, 1886, the company stating that in the present condition of the market and of public feeling as to stocks generally, it would be impossible for them to dispose of any further amount of their stock in the ordinary way.

That by a subsequent letter of date the 5th November instant, the company stated that upon further consideration it desired to modify the proposition contained in the letter of the 24th ultimo, in respect of the amount of stock, the dividend upon which should be immediately secured: asking that the amount so to be secured should be \$65,000,000, and that the company should be allowed to deposit the remaining \$35,000,000 of the stock of the company in the hands of the Government to be returned to the company, from time to time, upon payment by the company in cash of a sum sufficient to provide for a 3 per cent. annual dividend during the remainder of the same period upon the amount so withdrawn.

That under date the 26th ultimo, the Chief Engineer reported upon this proposal, observing that the limit of the time fixed by the contract for the completion of the road is 1891, but that it is, in his opinion, of great importance that the railway should be open for traffic at the earliest date possible, and that the plan submitted by the company commends itself to him very favorably, being one which involves no risk to the Government. He, however, suggests that in addition to the sum of \$15,000,000, which the company propose to hand over to the Government immediately, they should at the same time, furnish the funds required to meet the dividend falling due on the 17th of February next.

That under date the 5th November instant, the company addressed a further letter to the Government, suggesting a modification of the said proposal as to the amount of stock dividend upon which should be immediately secured, and as to the amount to be deposited with the Government as such security; limiting such stock to \$65,000,000, and the amount of security to \$15,942,645, and that the Chief Engineer has reported thereon that he can see no objection to the modifications so suggested, as it appears to place the matter as respects the security for 3 per cent. for ten years on \$65,000,000 in the same position as the 3 per cent. on \$100,000,000 under the former proposal, while the Government assumes no responsibility as respects the 3 per cent. on \$35,000,000 until it is secured by the payment of a sufficient sum of money to cover it.

The Minister coincides in the opinion of the Chief Engineer, and recommends that he be authorized to accept the proposal of the company, as modified by their letter of the 5th instant, with the amendment proposed by the Chief Engineer.

And according to the details of the proposed arrangement, as set forth in the letter of the President of the Company, under date the 5th November instant.

As to the draft agreement submitted by the Company, the Minister recommends that he be authorized to execute it.

J. H. POPE,

Acting Minister of Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 7th November, 1883.

On a memorandum dated the 6th November, 1883, from the Acting Minister of Railways and Canals, representing that under the several dates of the 24th October last and the 5th inst., the Canadian Pacific Railway have submitted propositions by letters which are hereunto annexed, and by which, in order to admit of the prosecution of their works at the present vigorous rate of progress, they ask for the co-operation of the Government to enable them out of their unissued stock, amounting to \$45,000,000 (the balance of \$55,000,000 of the \$100,000,000, at which their capital is fixed, having been already issued) to provide means for completing and thoroughly equipping the entire railway by the month of May, 1886, the Company stating that in the present condition of the market and of public feeling as to stocks generally it would be impossible for them to dispose of any further amount of their stock in the ordinary way.

The Minister further representing that in his opinion the said propositions as set forth and modified in the said letter of the Company of the 5th inst., should be accepted by the Government and that he be authorized to enter into such an agreement as may be necessary to carry them into effect.

The Committee concur in the memorandum of the Minister and the recommendations therein made, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE,

Hon. Minister Railways and Canals.

THIS AGREEMENT, made between Her Majesty the Queen, acting on behalf of the Dominion of Canada, represented for the purposes hereof by the Honorable John Henry Pope, acting Minister of Railways and Canals, under the authority of an Order in Council duly made and passed at the City of Ottawa, on the seventh day of November, A. D. 1883: first party, hereinafter called the "GOVERNMENT."

THE CANADIAN PACIFIC RAILWAY COMPANY, a body corporate and politic duly incorporated by Letters Patent of the Dominion of Canada, acting and represented for the purposes hereof by George Stephen, of the City of Montreal, Esquire, the President thereof, and Charles Drinkwater, of the said City of Montreal, Esquire, the Secretary thereof: second party, hereinafter called the "COMPANY."

And the BANK OF MONTREAL, a body corporate and politic, duly incorporated under and by virtue of Statutes of the Dominion of Canada, having its chief place

of business in the City of Montreal aforesaid: third party, hereinafter called the "Trustee."

Witnesseth: Whereas the authorized capital Stock of the Company is one hundred million dollars;

And whereas the Company has deposited with the Government moneys and securities representing in all the sum of fifteen millions, nine hundred and forty-two thousand, six hundred and forty-five dollars (\$15,942,645) to constitute a fund to secure for the period of ten years from the seventeenth day of August last past, a minimum dividend at the rate of three per cent per annum upon a portion of the said stock, amounting to \$65,000,000;

And whereas the Company has also deposited with the Government, certificates of shares in the capital stock of the Company for \$35,000,000, being the whole of the remaining shares.

Now therefore, this agreement witnesses that the parties hereto have covenanted and agreed to and with each other as follows, namely:—

1. The Government will allow to the Company interest upon the said fund, and after payments have been made therefrom, upon the unpaid balance thereof, at the rate of four (4) per cent. per annum, such interest to be calculated and added to the said fund on the seventeenth (17th) days of February and August in each year.

2. From and out of the fund created by the said deposit and by the addition of interest thereto at the rate aforesaid, the Government will pay to the Trustee on or before the seventeenth days of February and August respectively, in each and every year hereafter, until the 17th day of August, 1893, inclusive, the sum of nine hundred and seventy-five thousand dollars (\$975,000), such payments to be so made for the purpose of providing for a minimum half-yearly dividend at the rate of three (3) per centum per annum upon the capital stock of the Company, to the extent of the said sum of \$65,000,000.

And inasmuch as six month's interest will not have accrued upon the said fund previous to the seventeenth day of February next, the company has deposited with the Government the further sum of one hundred and forty-eight thousand five hundred and seven dollars (\$148,507), being the equivalent of interest upon said deposit at the rate of four (4) per centum per annum from the seventeenth day of August last past to the date hereof, the receipt whereof the Government hereby acknowledges.

3. If at any time and from time to time hereafter, during the period covered by this agreement, the Company should desire to withdraw any portion of the said amount of \$35,000,000 of stock certificates so as aforesaid deposited with the Government, it shall have the right to do so, upon depositing with the Government in cash a sum of money which, with interest added thereto half-yearly at the rate of four (4) per centum per annum, shall be sufficient to pay a like minimum half-yearly dividend up to the 17th day of August, A.D., 1893, inclusive, upon the stock so withdrawn.

And upon making such last-mentioned deposit, the Government shall return to the Company the amount of stock, the dividends on which, at the rate aforesaid are secured by such last-mentioned deposit, to be issued, sold and dealt with as the Company shall see fit.

And thereafter the Government shall pay to the Trustee, for the said purpose, half-yearly, on or before the 17th days of February and August in each year until the 17th day of August, 1893, inclusive, in addition to the said sum of \$975,000, a further sum of money equivalent to $1\frac{1}{2}$ (one and a-half) per centum upon the amount of the stock so withdrawn.

4. From and out of the said payments to be so made by the Government from time to time, the Trustee will pay to each and every of the persons who shall be shareholders of the Company on each of the days whereon the said payments fall due, to wit: On the seventeenth days of February and August respectively, during the said period (save and except to the Government in respect of any portion of the said amount of \$35,000,000 then in its possession), a dividend at the rate of three (3)

per centum per annum upon the shares in the capital stock of the said Canadian Pacific Railway Company then held by such shareholders respectively; and the Trustee hereby covenants and agrees with each and every of the persons who shall be shareholders in the said Company at the said times respectively, that it will pay from time to time, from and out of the said payments to be so made by the Government to such persons respectively, the said dividend upon their shares at the rate, at the times, and for the period aforesaid.

5. The Government will not be responsible for the application by the Trustee of the payments made to the purposes aforesaid, nor for any expense or charges whatever in connection therewith.

IN WITNESS WHEREOF the parties have executed these presents at the times and places set opposite their respective names.

At Ottawa, this tenth day of November, 1883, in presence of: (Signed) "H. A. FISSIAULT."	} (Signed)	"J. H. POPE, Acting Minister of Railways and Canals. (Seal)."
		"A. P. BRADLEY, Secretary."
At Montreal, this eighth day of November, 1883, in presence of: (Signed) "A. BROWNING."	} "	"The Canadian Pacific Railway Company, G. STEPHEN, President, C. DRINKWATER, Secretary. (Seal)."
At Montreal, this ninth day of November, 1883, in presence of: (Signed) "JAMES SMITH."	} "	"For the Bank of Montreal, CH. F. SMITHERS, President." (Seal).

OTTAWA, 7th November, 1883.

SIR,—I inclose herewith, by direction of the Acting Minister, a copy of an Order in Council, dated 7th inst., on the subject of your President's communications with reference to an arrangement with the Government on the subject of the payment, by the Government, of semi-annual dividends, at the rate of 3 per cent. per annum, extending over a period of ten years, on \$65,000,000, a portion of the capital stock of the Company (\$100,000,000), from the proceeds of a fund to be deposited with the Government. The remaining \$35,000,000 of the stock of the Company, being deposited with the Government, to be returned to your Company, from time to time, upon payment by the Company, in cash, of a sum sufficient to provide for a 3 per cent. dividend during the remainder of the same period upon the amount so withdrawn.

As soon as the agreement, three copies of which are inclosed is signed by the other parties thereto, and the conditions therein complied with, the Acting Minister will execute it in due form.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

CHAS. DRINKWATER, Esq., Secretary,
Canadian Pacific Railway Company, Montreal.

OTTAWA, 15th November, 1883.

SIR,—I am directed by the Acting Minister to transmit to your bank, as Trustee, one of the original "Agreements" executed in triplicate by him, by the Canadian Pacific Railway Company and by your bank, creating a fund by the deposit of certain moneys by the Company, out of which the Government has agreed to pay a minimum dividend of three (3) per cent. per annum, for ten years, from the 17th August last, on \$65,000,000, a portion of the capital stock of the Company. The Company also deposits the unissued stock of \$35,000,000 with the Government, with permission to withdraw the whole, or any portion of it, from time to time, on the Company depositing a sufficient sum or sums to pay a like dividend on the amount so withdrawn for the unexpired term of the said ten years.

Will you please acknowledge the receipt of this communication.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

C. F. SMITHERS, Esq., President,
Bank of Montreal, Montreal.

BANK OF MONTREAL, MONTREAL, 16th November, 1883.

SIR,—As requested, I have the honor to acknowledge receipt of your letter of 5th inst., enclosing one of the original "Agreements," executed in triplicate, between the Government, the Canadian Pacific Railway and the Bank of Montreal, in connection with the guarantee by the Government of a 3 per cent. dividend for ten years on \$65,000,000, Canadian Pacific Railway Company's stock, and I beg to thank you for same.

I have the honor to be, Sir, your obedient servant,
CHAS. SMITHERS, *President.*

Hon. Minister Railways and Canals.

OTTAWA, 26th November, 1883.

SIR,—I have the honor to inform you that by the agreement lately entered into with the Canadian Pacific Railway Company, in order to secure the payment of certain moneys thereby agreed to be hereafter paid by the Company to the Government (*Vide O. C. of November 7th, 1883*), a charge was created upon all sums earned and to be earned by the Company as postal subsidy and for transport service, and I have now to request that you will be good enough in future to pay all sums to be paid by your Department to the Company for such services to the Receiver-General and not to the Company.

I have the honor to be, Sir, your obedient servant,
J. M. COURTNEY,
Deputy Minister of Finance.

Deputy Minister of Railways and Canals.

OTTAWA, 22nd November, 1883.

SIR,—In order to have the transactions with the Pacific Railway Company complete, I shall be obliged by your sending me, at your earliest convenience, a certified copy of the agreement recently entered into between the Government, the company, and the Bank of Montreal as Trustee.

Yours very truly,
J. M. COURTNEY,
Deputy Minister of Finance.

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 27th November, 1883.

SIR,—I am directed to enclose you herewith copy of circular which has issued from the Department of Finance, regarding the payment of money by the different Departments to the Canadian Pacific Railway Company, which is to be made to the Receiver-General, for certain services, and not to the company as explained in the documents above mentioned.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Esq., Chief Engineer.

OTTAWA, 29th November, 1883.

SIR,—In compliance with the request contained in your letter of the 28th instant, I am directed to enclose to you herewith a copy, not certified, of the agreement entered into between the Government, the Canadian Pacific Railway Company and the Bank of Montreal.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

J. M. COURTNEY, Deputy Minister of Finance.

RESOLUTION

(31 a)

Of the House of Commons of the 20th February, 1882;—For a Report giving information on subjects affecting the Canadian Pacific Railway, up to the latest date, and particularly all details as to:

1. The selection of the route.
2. The selection or reservation of land.
3. The payment of moneys, subsidy, advance, etc.
4. The laying out of branches.
5. The rates of tolls for passenger and freight.
6. Sundry subjects, construction of *bridges*, etc.
7. (1.) Transfer and operation of the *Thunder Bay Section* to the Company.
(2.) Valuation of the *Rolling Stock* to be taken over by the Company.

SYNOPSIS OF A RETURN OF CORRESPONDENCE CALLED FOR BY THE HONORABLE MR. BLAKE, IN RELATION TO THE CANADIAN PACIFIC RAILWAY COMPANY.

Number One.

THE SELECTION OF ROUTE.

MEDICINE HAT TO 22ND RANGE WEST OF 4TH INITIAL MERIDIAN—123 MILES.

June 20, 21, 1883.—From C. Drinkwater, with plan and profile of location, from the crossing of the Saskatchewan River, at Medicine Hat, to the western limit of Range 22, west of the 4th Initial Meridian—123 miles.

June 21, 21.—From C. Schreiber, report on preceding.

June 21.—To Report to Council, recommending location as submitted.

July 26, Aug. 16.—From Order in Council, based on Report to Council.

July 23.—To C. Schreiber, with copy of Order in Council.

CROW FOOT CREEK TO CALGARY—69 MILES.

July 19, 20, 1883.—From C. Drinkwater, with plan and profile of location from Crow Foot Creek to Calgary, a distance of 69 miles.

July 20, 20.—From C. Schreiber, report on preceding.

July 20.—To Report to Council, recommending approval of location as submitted.

July 24, 26.—From Order in Council on preceding report.

July 27.—To C. Schreiber, with copy of Order in Council.

July 27.—To C. Drinkwater, with copy of Order in Council.

July 28, 30.—From C. Drinkwater, acknowledging Order in Council.

CALGARY TO PADMORE (BOW RIVER)—55 MILES.

August 16, 17.—From C. Drinkwater, with plan and profile of location from Calgary to Padmore, on the Bow River—55 miles.

August 17, 17.—From C. Drinkwater asks that preceding be returned for revision.

August 17.—To C. Drinkwater, as requested, have returned papers by express.

August 21, 22.—From C. Drinkwater. Returns, by express, plans, &c.

August 22, 22.—From C. Schreiber, report on preceding.

August 23.—To Report to Council recommending approval of location as submitted.

September 14, 25.—From Order in Council on preceding report.

September 14.—To C. Drinkwater, with copy of Order in Council.

September 14.—To C. Schreiber, with copy of Order in Council.

September 17, 19.—From C. Drinkwater, acknowledging receipt of Order in Council.

PADMORE TO FORTY-MILE CREEK—28 MILES.

September 10, 14.—From C. Drinkwater, with plan and profile of location from Padmore to Forty-Mile Creek, a distance of 28 miles.

- September 16, 18.—From C. Schreiber, report on preceding report.
 September 18.—To Report to Council, recommending approval of location, as submitted.
 September 21, 26.—From Order in Council on preceding report.
 September 27.—To C. Drinkwater, with copy of Order in Council.
 September 27.—To C. Schreiber, with copy of Order in Council.
 September 18, October 2.—From C. Drinkwater, acknowledging receipt of Order in Council.

FORTY-MILE CREEK TO A POINT WEST, 35 MILES DISTANT—924TH TO 959TH MILE.

- November 6, 7.—From C. Drinkwater, with plan and profile of location from the 924th mile (Forty-Mile Creek) to the 959th mile, west of Winnipeg (35 miles.)
 November 7, 9.—From C. Schreiber, report on preceding.
 November 9.—To Report to Council, recommending approval of location as submitted.
 November 9, 17.—From Order in Council on preceding report.
 November 20.—To C. Schreiber, with copy of Order in Council.
 November 20.—To C. Drinkwater, with copy of Order in Council.
 November 22, 24.—From C. Drinkwater, acknowledging receipt of Order in Council.

BATH CREEK (BOW RIVER) TO SUMMIT OF ROCKIES—959TH TO 961TH MILE.

- December 1, 3, 1883.—From C. Drinkwater, with plan and profile of location from the mouth of Bath Creek, on the south branch of the Bow River, to the Rocky Mountain summit.
 December 3, 3.—From C. Schreiber, report on preceding.
 December 4.—To Report to Council, recommending approval of location, as submitted.
 December 6, 11.—From Order in Council, on report to Council.
 December 11.—To C. Drinkwater, with copy of Order in Council.
 December 11.—To C. Schreiber, with copy of Order in Council.
 December 13, 15.—From C. Drinkwater, acknowledging receipt of Order in Council.

WEST OF CALLANDER, 86½TH MILE TO 130TH MILE—43½ MILES.

- November 29 December 1, 1883.—From C. Drinkwater, with plan and profile of location, from the crossing of the Wahnapiatæ River, at 86½ mile to the 130 mile, west of Callander.
 December 4, 4.—From C. Schreiber, report on preceding.
 December 5.—To Report to Council, on location, as submitted.
 December 6, 11.—From Order in Council, on Report to Council.
 December 11.—To C. Drinkwater, informing him of Order in Council.
 December 11.—To C. Schreiber, informing him of Order in Council.
 December 13, 15.—From C. Drinkwater, acknowledging receipt of Order in Council.

PORT ARTHUR TO NIPEGON—68 MILES.

- March 20, 21, 1883.—From C. Drinkwater, with plan and profile, asking approval of location from Port Arthur to Nipegon.
 March 21, 21.—C. Schreiber, report on preceding.
 March 22.—Report to Council, location of line, as asked for.
 March 29 April 5.—Order in Council, location of line, as asked for.
 April 6.—To C. Schreiber, forwards copy of Order in Council.
 April 6.—To C. Drinkwater, forwarding copy of Order in Council.

 Number Two.

RESERVATION OF LAND FOR RAILWAY PURPOSES.

- February 8, 10, 1883.—From C. J. Brydges, *re* Land at Rat Portage for the Canadian Pacific Railway.
 February, 9, 10.—From C. Schreiber, Report on preceding.
 February 17.—To C. Schreiber, acknowledging the same.

Number Three.

ADJUSTMENT OF ACCOUNTS.

- February 1, 2, 1883.—From C. Schreiber, list of reductions to be made from the account against the Company for plant, &c., &c., had by them on assumption of Contract..... \$ 46,607.95
 Leaving the balance now..... \$995,911.64
- February 2.—To Report to Council, recommending deductions as mentioned.
 February 19 March 30.—From Order in Council, on Report to Council.
 April 3.—To C. Schreiber, with copy of Order in Council authorizing the adjustment of the Canadian Pacific Railway Company's account.

PROGRESS ESTIMATE NO. 44, MAKING 954 MILES ON CENTRAL SECTION.

- December 6, 6, 1883.—From C. Schreiber, Progress Estimate No 44:—
 954 miles..... \$9,719,983
 Balance on rails..... 131,250
 \$9,851,232

- December 6.—To Report of Council on Progress Estimate, No. 44.
 December 6.—To Minister of Interior, informing him of same.
 December 6.—From Order in Council, on Report to Council.
 December 11.—To C. Drinkwater, informing him of Order in Council.
 December 11.—To Auditor General, informing him of Order in Council.

PROGRESS ESTIMATE NO. 10; MAKING 167 MILES ON EASTERN SECTION.

- December, 15, 17, 1883.—From C. Schreiber, Progress Estimate No. 10; 100 miles west of Callander, 67 east of Port Arthur=167 miles....\$2,569,229
 Advance on rails 207,985
 \$2,777,214

- December 17.—To Report of Council, for authority to pay \$626,326, on Progress Estimate No. 10.
 December 17.—To Minister of Interior, informing him of estimate No. 10.
 December 19, 20.—From Order in Council, on Report to Council.
 December 21.—To Auditor General, informing him of Order in Council.
 December 21.—To C. Drinkwater, informing him of Order in Council.

ADVANCE ON RAILS, HOCHELAGA.

- January 29, February 2.—From Thos. Ridout, memo of rails at Hochelaga.
 February 5.—To Report to Council, for advance on rails at Hochelaga, on a good title being given.
 February 6, 9.—From Order in Council, authorizing advance on Report to Council.
 February 12.—To Minister of Justice, with papers *re* advance on rails at Hochelaga.
 February 14.—To Minister of Justice, with the agreement with the company of the 16th December last.
 February 14, 15.—From Minister of Justice, asking for first agreement.
 February 21, 22.—From Minister of Justice, asks that a person be named to act with his Agent to take delivery.

- February 22, 23.—From Minister of Justice; his Agent reports it necessary to have another formal delivery of the rails.
- February 26, 26.—From Minister of Justice, with agreement for signature.
- February 27.—To Minister of Justice, with a duplicate of agreement.
- March 3, 3.—From Minister of Justice, returning first agreement.
- March 6.—To C. Drinkwater, informing him of Order in Council.
- March 7, 9.—From Minister of Justice, with letter from Canadian Pacific Railway Company *re* removal of rails.
- March 9, 12.—From C. Drinkwater, on subject of removal of rails to a point west of Callander.
- February 9, 12.—From C. Drinkwater, for an advance on steel rails imported into the North-West.
- February 13, 13.—From C. Schreiber, memo.: recommends an advance of \$60,000.
- February 13.—To Report to Council, on preceding memo.
- February 14, 14.—From Order in Council, on Report to Council, authorizing an advance of \$60,000.
- February 14.—To C. Drinkwater, informing him of Order in Council.

PROGRESS ESTIMATE NO. 43, MAKING 921 MILES,—ADVANCE ON RAILS.

November 5, 1883.—From C. Schreiber, Progress Estimate No. 43, 921 miles	\$9,279,993
Balance on rails.....	255,000
	\$9,534,993

- November 5.—To report of Council on Progress Estimate No. 43.
- November 1, 12.—From C. Schreiber on Report to Council.
- November 13.—To C. Drinkwater, informing him of Order in Council.

Number Four.

BRANCH LINES

- June 22, 23.—From C. Drinkwater, with plans and books of reference of South western branch, from Winnipeg *via* the town of Morris.
- July 11, 12.—From C. Drinkwater, with plans and books of the Selkirk Branch.
- August 6.—To C. Drinkwater, returning plans, &c., South-Western branch.
- August 6.—To C. Drinkwater, stating that plans, &c. of the Selkirk branch have been approved of.
- August 7, 9.—From C. Drinkwater, acknowledging, and returning plans, &c., duly certified to.
- August 11, 13.—From C. Drinkwater, with plans, &c., Emerson Branch, showing lands required therefor.
- September 4.—To C. Drinkwater, returning plans, &c., of Emerson Branch.

Number Five.

RATES AND TOLLS.

- February, 6, 8, 1882.—From C. Drinkwater, replying to communication and requesting that authority be given for the temporary extension of the tariff of tolls now in force in the west Division, to the section of the road between Telford and Rat Portage.
- March, 23, 27, 1883.—From Order in Council, approving of attached tariff of tolls and freight on the Western Division of the Canadian Pacific Railway for one year, up to 1st January, 1884.
- April 4, 5.—From C. Drinkwater, enclosing copy of Western Division classification, with instructions to Agents, &c.
- April 7.—To C. Drinkwater, with copy of tariff of tolls and freight for Western Division, sanctioned up to 1st January, 1884.

- April 7, 17.—From C. J. Brydges, President of the Board of Trade of Winnipeg, with copy of letter from the Board to the Canadian Pacific Railway upon recent heavy increase in their freight tariff.
- April 19.—To C. J. Brydges, President of the Board of Trade of Winnipeg, acknowledging preceding.
- April 18, 19.—From C. Drinkwater, with tariff of tolls by-law, Western Division, for approval.
- April 27.—To C. Drinkwater, with copy of letter of Winnipeg Board of Trade.
- May 1.—To Report to Council, for approval for one year of by-law regulating the tariff of tolls on the Western Division, Canadian Pacific Railway.
- May 28, 30.—From Order in Council, approving of Canadian Pacific Railway by-law on Report to Council.
- June 13.—To C. Drinkwater, informing him of Order in Council.
- June 15.—From C. Drinkwater, by-law of the Canadian Pacific Railway, confirmed 8th June, 1883.

GENERAL CHARACTER OF THE BRIDGE STRUCTURES.

- September 25, 27, 1883.—From C. Schrieber, replying to an inquiry as to the quality or character of the bridges being erected by the Canadian Pacific Railway Company.

SPEED OF TRAINS, PEMBROKE TO NORTH BAY.

- November 1, 2, 1883.—From C. Drinkwater for authority to increase the speed of trains between Pembroke and North Bay.

CROSS DRAIN AT ST. ANDREWS FROM PEMBINA BRANCH.

- August 6, 1883.—To C. Drinkwater, with copies of correspondence had with the municipal authorities of St. Andrews, Manitoba *re* a bridge over an off-take drain at that place, opposite the Hudson Bay Company's Stone Fort (15 enclosures.)
- October 23.—From W. C. Van Horne, returning the above correspondence which was sent to Mr. Drinkwater and inclosing the report of their solicitor at Winnipeg on the subject.

Number Seven.

(No. 1.)—TRANSFER AND OPERATION OF THUNDER BAY SECTION.

- May 17, 18.—From C. Drinkwater, stating terms on which the Company will take over the Thunder Bay section.
- July 3, 5.—From W. C. Van Horne, proposition to complete the road from Fort William to Selkirk.
- July 4, 5.—From C. Schreiber, report on Canadian Pacific Railway terms on Thunder Bay section.
- July 5.—To Report to Council, recommending the acceptance of the proposition.
- July 9, 16.—From Order in Council, on Report to Council authorizing recommendation.
- July 7, 9.—From C. Schreiber, Progress Estimate No. 1, to 7th July, for work between Prince Arthur's Landing and Selkirk, \$150,000.
- July 4, 11.—From W. C. Van Horne *re* the purchase of rolling stock between Fort William and Rat Portage.
- July 19.—To Collingwood Schreiber, with copy of Order in Council.
- August 9.—To C. Drinkwater, with copy of Order in Council.
- September 18, 19.—From W. C. Van Horne; asks the name of the Police Commissioner over district between Thunder Bay and Winnipeg.
- September 27, 28.—From C. Drinkwater, for a further payment on account of work done between Rat Portage and Thunder Bay.
- September 28.—To C. Drinkwater, acknowledging preceding, and stating that a certificate has been issued for \$136,000.

- October 1, 2.—From C. Drinkwater, acknowledging same.
- September 27, October 2.—From Auditor-General; asks for a copy of the Order in Council which authorizes the payment of the \$136,000.
- October 2.—To Auditor-General, with copy of Order in Council.
- October 4.—To W. C. Van Horne, replying to letter of September 18, 19.
- October 4, 5.—From Auditor-General; asks for a statement of cost of unfinished work between Prince Arthur's Landing and Selkirk.
- September 27, October 12.—From C. Schreiber, Progress Estimate No. 2, to 27th September, \$286,000, nett \$136,000.
- October 18, 19.—From C. Drinkwater; police force not required by the Company between Prince Arthur's Landing and Selkirk.
- November 2.—To Report to Council, for discontinuance of the Act for the preservation of peace between Port Arthur and Rat Portage, and the termination of Commissioner MacDonald's services.
- November 5, 9.—From Order in Council, on report to Council.
- November 13.—To John MacDonald, informing him of the discontinuance of his services as Police Commissioner.
- November 14, 16.—From the Minister of Justice *re* Order in Council; expects that instructions will be issued to the parties interested therein, either by the Department of Railways or the Secretary of State.

(No. 2.)—THUNDER BAY BRANCH TAKEN OVER.

- July 19, 1883.—To James Crossen, informing him of his appointment to appraise rolling stock, except locomotives, west of Prince Arthur's Landing.
- July 27, 28.—From James Crossen, acknowledging preceding.
- July 9.—To Peter Clarke, appointing him appraiser of locomotives west of Prince Arthur's Landing.
- July 10, 11.—From Peter Clarke, accepting appointment.
- July 11.—To Peter Clarke; communicate with Mr. James Crossen, Cobourg, and proceed as soon as possible; advise when you leave.
- July 11.—To James Crossen; communicate with Peter Clarke, Toronto, and proceed as soon as possible; advise when you leave.
- July 14.—To W. C. Van Horne; Clarke has accepted duty of valuator, and has been asked to communicate with Crossen as to time of leaving, that they may go together.
- July 14, 15.—From James Crossen; in reply, says he is arranging with Clarke, and hopes to leave next week.
- July 18, 20.—From P. Clarke; Mr. Crossen and self intend to leave by steamer "Campana" next Tuesday.
- July 18, 20.—From James Crossen; will leave next Tuesday morning with P. Clarke, *via* Toronto and Collingwood.
- September 22, 25.—From James Crossen; valuation of rolling stock (*cars*) on Canadian Pacific Railway, west of Port Arthur.
- September 18, 25.—From Peter Clarke; valuation of rolling stock (*locomotives*) on Canadian Pacific Railway west of Port Arthur.
- October 5.—To C. Schreiber, instructing him to transfer rolling stock on line west of Port Arthur to Canadian Pacific Railway Company.

NUMBER ONE.

SELECTION OF THE ROUTE.

Location from South Saskatchewan, Medicine Hat to West Limit, Range 22, Township 22, West of 4th Meridian—Distance 123 Miles.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 20th June, 1883.

SIR,—I have the honor to transmit herewith for the approval of His Excellency the Governor General in Council, plan and profile of the location of that portion of the main line of the Canadian Pacific Railway, extending from the crossing of the Saskatchewan River, at Medicine Hat, to the western limit of Range 22, in Township 22, west of the 4th Initial Meridian, being a distance of 123 miles.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY.
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 21st June, 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 20th instant, making application for the approval of the location of the line of the Canadian Pacific Railway for a distance of about 123 miles, west of the South Saskatchewan crossing, having been submitted to me, I have the honor to report—

That as far as the section referred to is concerned and its suitability for a line of railway, the country is favorable, the grades and curves shown on the plans now submitted being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the Kicking Horse Pass being approved by the Government, the location shown on their plans may be considered satisfactory.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, per FRANCES J. LYNCH.

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 21st June, 1883.

The undersigned has the honor to represent that under date the 20th inst., the Canadian Pacific Railway Company have submitted for approval a plan and profile, showing the location of that portion of their main line extending from the crossing of the River Saskatchewan, at Medicine Hat, to the western limit of Range 22, in Township 22, west of the 4th Initial Meridian, being a distance of 123 miles.

That under date the 21st inst., the Government Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans submitted being well within the conditions imposed by the Canadian Pacific Railway Act, and that in the event of the Kicking Horse Pass being approved of by the Government, the location shown on these plans may be considered satisfactory.

The undersigned recommends that the location of the section now submitted be approved of.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 26th June, 1883.

On a memorandum dated 21st June, 1883, from the Acting Minister of Railways and Canals, stating that under date the 20th June instant, the Canadian Pacific Railway Company have submitted for approval a plan and profile, showing the location of that portion of their main line, extending from the crossing of the River

Saskatchewan at Medicine Hat to the western limit of Range 22, in Township 22, west of the 4th Initial Meridian, being a distance of 123 miles.

The Minister further states that under date the 21st June instant, the Government Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans, submitted herewith, being well within the conditions imposed by the Canadian Pacific Railway Act, and that in the event of the Kicking Horse Pass being approved of by the Government, the location shown on these plans may be considered satisfactory.

The Minister recommends that the location of the section now submitted, be approved of accordingly.

The Committee submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 23rd July, 1883.

SIR,—I have the honor to transmit to you a copy of an Order in Council of the 26th June, approving of the location of the main line of the Canadian Pacific Railway, between Medicine Hat and the western limit of Range 22, in Township 22, west of the 4th Initial Meridian.

I am, Sir, your obedient servant,

C. SCHREIBER, Chief Engineer.

A. P. BRADLEY, *Secretary*.

Location from Crowfoot Creek to Calgary, Distance 69 miles—(13 miles already approved—56 miles now considered.)

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 19th July, 1883.

SIR,—I beg to forward a plan and profile of the location of that portion of the main line of the Canadian Pacific Railway, extending from Crowfoot Creek to Calgary a distance of 69 miles, and to request that the same may be submitted for the approval of His Excellency the Governor General in Council, at an early date.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 20th July, 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 19th instant, making application for the approval of the location of the main line of the Canadian Pacific Railway, extending from the portion last approved to Calgary, a distance of about 56 miles having been submitted to me, I have the honor to report.

That, as far as the section referred to and its suitability for a line of railway, the country is favorable, the grades and curves shown on the plan and profile, now submitted, being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the Kicking Horse Pass being approved by the Government, the location shown on the plans may be considered satisfactory.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, per FRANCIS J. LYNCH.

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 20th July, 1883.

The undersigned has the honor to represent that under date the 19th instant, the Canadian Pacific Railway Company have submitted a plan and profile showing the location which they propose to adopt for their main line, from Crowfoot Creek

to Calgary, a distance of 69 miles, of which, however, a portion, 13 miles in length, west from the Crowfoot Crossing, has already been approved under the Order in Council of the 26th ultimo, leaving 56 miles to be now dealt with.

That under date the 20th instant, the Government Chief Engineer has reported that as far as this said section of 56 miles, and its suitability for a line of railway are concerned, the country is favorable, the grades and curves shown on the plans and profile submitted, being well within the conditions imposed by the Canadian Pacific Railway Act.

The undersigned accordingly recommends that approval be given to the location now submitted.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 24th July, 1883.

On a memorandum, dated 20th July, 1883, from the Acting Minister of Railways and Canals representing that under date the 19th instant, the Canadian Pacific Railway Company have submitted a plan and profile showing the location which they propose to adopt for their main line from Crowfoot Creek to Calgary, a distance of 69 miles, of which, however, a portion 13 miles in length, west from the Crowfoot Crossing, has already been approved under the Order in Council of the 26th ultimo, leaving 56 miles to be now dealt with:

The Ministers further represent that under date the 20th instant, the Government Chief Engineer has reported that as far as this said section of 56 miles, and its suitability for a line of railway are concerned, the country is favorable, the grades and curves shown on the plan and profile submitted being well within the conditions imposed by the Canadian Pacific Railway Act;

The Minister accordingly recommends that approval be given to the location now submitted.

The committee advise that the location submitted be approved as recommended.

JOHN J. MCGEE.

Hon. Minister of Railways and Canals.

OTTAWA, 27th July, 1883.

SIR,—Herewith I send you a copy of the Order in Council passed on the 24th instant approving of the location of the Canadian Pacific Railway line to Calgary.

I am, Sir, your obedient servant,

C. SCHREIBER, Chief Engineer.

A. P. BRADLEY, *Secretary.*

OTTAWA, 27th July, 1883.

SIR,—Herewith I send you a copy of the Order in Council passed on the 24th instant approving of the location of the Canadian Pacific Railway line to Calgary.

I am, Sir, your obedient servant,

C. DRINKWATER, Secretary, C.P.R.

A. P. BRADLEY, *Secretary.*

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 28th July, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 27th inst., enclosing copy of the Order in Council passed on the 24th inst., approving of the location of the Canadian Pacific Railway line to Calgary.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Location from Calgary to Padmore, on the Bow River, Distance 55 miles.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY; MONTREAL, 16th August, 1883.

SIR—I beg to hand you for the approval of His Excellency the Governor General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway extending from Calgary to Padmore, on the Bow River, a distance of about 55 miles.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

By Telegraph from Montreal to A. P. Bradley.

OTTAWA, August 17th, 1883.

Please return to-day, the plans sent you last night. Wish to see them again before approved.

C. DRINKWATER, *Secretary*.

OTTAWA, 17th August, 1883.

As requested by your telegram, the plans received this morning have been sent back to you by express.

A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Montreal.

MONTREAL, 21st August, 1883.

SIR,—I am much obliged for the plans, &c., Calgary to Padmore, which you sent me, and which I am returning to you by express to-day.

Your's truly,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 22nd August 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 21st inst., making application for the approval of the location of the main line of the Canadian Pacific Railway, extending from the portion last approved at Calgary to Padmore, a distance of about 55 miles, having been submitted to me, I have the honor to report:—

That as far as the section referred to and its suitability for a line of railway is concerned, the country is favorable, the grades and curves shown on the plan and profile now submitted being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the Kicking Horse Pass being approved by the Government, the location shown on the plans may be considered satisfactory.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, per. F.J.L.

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 23rd August, 1883.

The undersigned has the honor to represent that under date the 21st instant, the Canadian Pacific Railway Company have submitted for approval a plan and profile showing the proposed location of their main line for a further distance of about 55 miles, extending from the point at Calgary up to which approval has already been given, to Padmore.

That under date the 22nd instant, the Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans and profile fur-

nished being well within the conditions imposed by the Canadian Pacific Railway Act.

The undersigned thereupon recommends that approval be given to the location in question.

Respectfully submitted.

J. H. POPE, *Acting Minister Railways and Canals.*

OTTAWA, August 24th, 1883.

SIR,—In compliance with the request made in your letter of the 14th instant, I have the honor to transmit herewith copies of plans showing the location of the Canadian Pacific Railway, between the South Saskatchewan Crossing and Calgary.

I am to explain that these tracings do not indicate the exact position of the railway as completed, but are merely plans of the location of the line by this Department, as a preliminary to the work of construction being carried on; and that deviations from these plans within the powers of the Company, as defined by the Canadian Pacific Railway Act, are permissible.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

A. W. BURGESS, Deputy Minister of the Interior.

CERTIFIED COPY of a Report of the Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 25th August, 1883.

On a memorandum dated August 23rd, 1883, from the Acting Minister of Railways and Canals, representing that under date the 21st instant, the Canadian Pacific Railway Company have submitted for approval plans and profile showing the proposed location of their main line for a further distance of about 55 miles, extending from the point at Calgary up to which approval has already been given, to Padmore.

That under date the 22nd instant, the Chief Engineer has reported that the country is favorable, the grades and curves shown on the plans and profile furnished being well within the conditions imposed by the Canadian Pacific Railway Act.

The Minister accordingly recommends that approval be given to the location in question.

The Committee submit the above recommendation for your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 14th September, 1883.

SIR,—I have the honor to transmit herewith copy of an Order in Council, dated the 25th ultimo, approving of the plans and profile submitted by you on the 16th, showing the location of that portion of the main line of the Canadian Pacific Railway extending from Calgary to Padmore, a distance of about 55 miles.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. DRINKWATER, Secretary C. P. Railway Co.

OTTAWA, 14th September, 1883.

SIR, I have the honor to transmit to you herewith copy of an Order in Council approving of the plans and profile submitted by the Canadian Pacific Railway Company, showing the location of that portion of their railway extending from Calgary to Padmore, a distance of about 55 miles.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Esq., Chief Engineer.

MONTREAL, 17th September, 1883.

SIR,—I have the honor to acknowledge receipt of your letter of the 14th instant, enclosing copy of an Order in Council dated 25th ultimo, approving of the plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway Company, extending from Calgary to Padmore; for which I am obliged.

I am Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

Location from Padmore to Forty-mile Creek, Distance 28 miles.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 10th September, 1883.

SIR,—I send you herewith for the approval of His Excellency the Governor General in Council plan and profile of the location of that portion of the main line of the Canadian Pacific Railway extending along the valley of the Bow River from Padmore to Forty-Mile Creek, a distance of 28 miles.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 16th September, 1883.

SIR,—The communication from the Canadian Pacific Railway Company, dated the 10th instant, making application for the approval of the location of the main line of the Canadian Pacific Railway, extending from the portion last approved at Padmore, to Forty-Mile Creek, a distance of about 28 miles, having been submitted to me, I have the honor to report :

That as far as the section referred to is concerned, the country is favorable, the grades and curves shown on the plan and profile, now submitted, being well within the conditions imposed by the Canadian Pacific Railway Act, and in the event of the route *via* the Kicking Horse Pass, being approved by the Government, the location submitted may be considered satisfactory.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer*, per F.J.L.

A. P. BRADLEY, Secretary.

Memorandum.

OTTAWA, 18th September, 1883.

The undersigned has the honor to report that the Canadian Pacific Railway Company, on the 10th instant, submitted for approval a plan and profile, showing the proposed location of that part of their main line extending along the valley of the Bow River, from Padmore to Forty-Mile Creek, a distance of 28 miles.

That the Chief Engineer of Railways, in a communication dated the 16th inst., states that the country to be traversed by this portion of the line is favorable, and that the grades and curves indicated on the plan and profile are well within the conditions imposed by the Canadian Pacific Railway Act.

The undersigned accordingly recommends that] the location, as above, be approved.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals*.

CERTIFIED COPY of a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 21st September, 1883.

On a memorandum dated 18th September, 1883, from the Acting Minister of Railways and Canals, stating that the Canadian Pacific Railway Company, on the

10th instant, submitted for approval a plan and profile, showing the proposed location of that part of their main line extending along the valley of the Bow River, from Padmore to Forty-Mile Creek, a distance of 28 miles.

The Minister represents that the Chief Engineer of Railways, in a communication, dated the 16th instant, states that the country to be traversed by this portion of the line is favorable, and that the grades and curves indicated on the plan and profile are well within the conditions imposed by the Canadian Pacific Railway Act.

The Minister accordingly recommends that the location as above be approved.

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 27th September, 1883.

SIR,—I have the honor to transmit herewith copy of an Order in Council, dated the 21st September, approving of the plan and profile of the location of the main line of the Canadian Pacific Railway, from Padmore to Forty-Mile Creek, submitted with your letter of the 10th instant.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Secretary, C. P. R., Montreal.

OTTAWA, 27th September, 1883.

SIR,—I beg to transmit for your information, copy of an Order in Council, dated the 11th instant, approving of the proposed location of the Canadian Pacific Railway between Padmore and Forty-Mile Creek, a distance of 28 miles.

I am, Sir, your obedient servant.

A. P. BRADLEY, *Secretary*.

C. SCHREIBER, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 28th September, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 27th instant, enclosing copy of an Order in Council, dated 21st September, approving of the plan and profile of the location of the main line of the Railway, from Padmore to Forty-Mile Creek.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

Location from Forty-mile Creek, 83 miles West of Calgary, to a point 118 miles further West, or from the 924th mile to the 959th mile, West of Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 6th November, 1883.

SIR,—I have the honor to hand you, for the approval of His Excellency the Governor General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway, extending from a point on the Bow River, known as Forty-Mile Creek, being 83 miles, to the 118th mile west of Calgary, a distance of about 35 miles, or from the 924th mile to the 959th mile, west of Winnipeg.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE ENGINEER IN CHIEF, OTTAWA, 7th November, 1883.

SIR,—A communication from the Canadian Pacific Railway Company, dated the 6th instant, making application for the approval of the location of the main line of the Canadian Pacific Railway, extending westward from that portion last approved at Forty-Mile Creek, a distance of about 35 miles, having been submitted to me, I have the honor to report,—

That on the section referred to, the maximum grade is 0.75 feet per 100 feet, and the minimum curve 8°; that the country is favorable, and the conditions as shown on the plan and profile now submitted, within those imposed by the Canadian Pacific Railway Act, and if the route *via* the Kicking Horse Pass is approved by the Government, the location now submitted may be considered satisfactorily.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 9th November, 1883.

The undersigned has the honor to represent, that under date of the 6th instant, the Canadian Pacific Railway Company have submitted a plan and profile showing the proposed location of that portion of their main line extending from a point on the Bow River, known as "Forty-Mile Creek," for a distance westward of about 35 miles, or from the 924th mile to the 959th mile, west of Winnipeg.

That under date of the 7th instant the Chief Engineer has reported, that on the section referred to the country is favorable, and that the conditions, as shown on the present plan and profile, within those imposed by the Canadian Pacific Railway Act.

The undersigned recommends that the proposed location be approved.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 9th November, 1883.

On a memorandum from the Acting Minister of Railways and Canals, dated 9th November, 1883, submitting the application dated 6th November instant, of the Canadian Pacific Railway Company, with plan and profile showing the proposed location of that portion of their main line extending from a point on the Bow River known as "Forty-Mile Creek," for a distance westward of about 35 miles, or from the 924th mile to the 959th mile, west of Winnipeg.

The Minister represents that under date the 7th inst., the Chief Engineer has reported that on the section referred to the country is favorable, and that the conditions, as shown on the present plan and profile, are within those imposed by the Canadian Pacific Railway Act.

The Minister recommends that the proposed location be approved accordingly.

The committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 20th November, 1883.

SIR,—I am directed to forward to you a copy of a certified copy of an Order in Council dated the 9th inst., approving the location of the Canadian Pacific line of railway from a point on the Bow River known as "Forty-Mile Creek," for a distance westwards of about 35 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer Railways.

OTTAWA, 20th November, 1883.

SIR,—I am directed to enclose to you a copy of a certified copy of an Order in Council dated the 9th inst., approving the location of the Canadian Pacific line of railway from a point on the Bow River known as "Forty-Mile Creek," for a distance westward of about 35 miles.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, *Secretary*, C. P. R. Co., Montreal.

MONTREAL, 22nd November, 1883.

SIR,—I have the honor to acknowledge the receipt of a copy of a certified copy of an Order in Council dated the 9th inst., approving of the location of the line of this railway, from a point on the Bow River, known as "Forty-Mile Creek," for a distance westwards of about 35 miles.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, *Secretary* Railways and Canals.

Location from near Bath Creek to the Rocky Mountains Summit, about 5 miles, or 964 miles West of Winnipeg.

MONTREAL, 1st December, 1883.

SIR,—I have the honor to hand you, for the approval of His Excellency the Governor-General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway, extending from a point on the south branch of the Bow River, near the mouth of Bath Creek, to the Rocky Mountain summit, a distance of about 5 miles, or from the 959th mile to the 964th mile west of Winnipeg.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, *Secretary* Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 3rd December, 1883.

SIR,—A communication from the Canadian Pacific Railway Company, dated the 1st instant, asking for the approval of the location of the main line of the Canadian Pacific Railway, extending westward from that portion last approved to the summit of the Rocky Mountains, a distance of about 5 miles, having been submitted to me, I have the honor to report that on the section referred to the maximum grade is 1-40 feet per 100 feet, and the minimum curve 7°; that the country is favorable and the conditions, as shown in the plan and profile now submitted, within those imposed by the Canadian Pacific Railway Act, and if the route, via the Kicking Horse Pass is approved by the Government, the location now submitted may be considered satisfactory.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, per F.J.L.

A. P. BRADLEY, *Secretary* Railways and Canals

Memorandum.

OTTAWA, 4th December, 1883.

The undersigned has the honor to represent that the Canadian Pacific Railway Company on the 1st inst., submitted a plan and profile showing the location of that portion of their main line extending from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles.

That the Chief Railway Engineer of the Department reports under date the 3rd inst., that the maximum grade on this piece of road is 1-40 feet per 100 feet, and

that the minimum curve 7° ; that the country is favorable for a railway, and the conditions, as shown in plan and profile, within those imposed by the Canadian Pacific Railway Act.

The undersigned recommends that the location of the section of railway referred to be approved.

Respectfully submitted,
J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 6th December, 1883.

On a memorandum dated 4th December, 1883, from the Acting Minister of Railways and Canals, submitting a plan and profile showing the location on the main line of the Canadian Pacific Railway, extending from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles. The Minister represents that the Chief Railway Engineer of his Department reports under date the 3rd instant, that the maximum grade on this piece of road is 1.40 feet per 100 feet, and the minimum curve 7° ; that the country is favorable for a railway and the conditions as shown on plan and profile, within those imposed by the Canadian Pacific Railway Act.

The Minister recommends that the location of the section of railway referred to be approved.

JOHN J. MCGEE, *Clerk Privy Council.*

Hon. Minister Railways and Canals.

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council dated 6th inst., approving the location of the Canadian Pacific Railway line, from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, *Secretary, C. P. R., Montreal.*

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council dated the 6th inst., approving the location of the line of the Canadian Pacific Railway Company, from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of 5 miles.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

C. SCHREIBER, *Chief Engineer.*

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE THE SECRETARY, MONTREAL, 13th December, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 11th instant, enclosing copy of an Order in Council dated 6th instant, approving the location of the line of this railway from a point on the south branch of the Bow River to the summit of the Rocky Mountains, a distance of about 5 miles.

I am, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, *Secretary, Railways and Canals.*

Location from the Crossing of the Wahnapiatae River to the 130th mile, West of Callander.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 29th November, 1883.

SIR,—I beg to hand you, for the approval of His Excellency the Governor-General in Council, plan and profile showing the location of that portion of the main line of the Canadian Pacific Railway, in the Nipissing District extending from the crossing of the Wahnapiatae River, at 86½ miles to the 130th mile, west of Callander. Accompanying this, for your information, is a small scale, general map, showing the proposed route of the line to the 200th mile west of Callander.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, December 4th, 1883.

SIR,—A communication from the Canadian Pacific Railway Company, dated the 29th ultimo, asking for the approval of the location of the main line of the Canadian Pacific Railway, and submitting a plan and profile thereof, extending from the 85th to the 130th mile west, of Callander, having been referred to me, I have the honor to report—

That on the section referred to the maximum grade is 1.10 feet per 100 feet, and the minimum curve 5°; that the country is generally favorable and the conditions, as shown on the plan and profile, within the limits imposed by the Canadian Pacific Railway Act. I therefore recommend that the location, as now submitted, be approved.

I have the honor to be Sir, your obedient servant,

C. SCHREIBER, per F. J. L.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, December, 5th, 1883.

Memorandum.

The undersigned has the honour to represent that under date the 29th ult., the Canadian Pacific Railway Company have submitted a plan and profile, showing the proposed location of that portion of their main line in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile, west of Callander.

That under date the 4th inst., the Government Chief Engineer has reported that the maximum grade in this section of railway will be 1.10 feet per 100 feet, and the minimum curve; 5° that the country is generally favorable, and the conditions, as shown in the plan and profile, within the limits proposed by the Canadian Pacific Railway Act.

The undersigned accordingly recommends that the location of the said piece of road be approved.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 3th December, 1883.

On a memorandum dated 5th December, 1883, from the Acting Minister of Railways and Canals, submitting a plan and profile, showing the proposed location of that portion of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

The Minister represents that under date the 4th inst., the Chief Engineer of Railways has reported that the maximum grade on this section of the Canadian Pacific

Railway will be 1.10 feet per 100 feet, and the minimum curve 5°, that the country is generally favourable and the conditions, as show on the plan and profile, within the limits imposed by the Canadian Pacific Railway Act.

The Minister accordingly recommends that the location of the said piece of road be approved.

The Committee submit the above recommendations for Your Excellency's approval.

JOHN J. MCGEE, *C. P. C.*

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council, dated the 6th instant, authorizing the location of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Company.

OTTAWA, 11th December, 1883.

SIR,—I am directed to enclose to you a copy of a certified copy of an Order in Council, dated the 6th inst., approving of the location of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 13th December, 1883.

SIR,—I have the honour to acknowledge the receipt of your letter of the 11th inst., enclosing copy of an Order in Council, dated the 6th inst., authorizing the location of the main line of the Canadian Pacific Railway, in the Nipissing District, extending from the crossing of the Wahnapiatae River to the 130th mile west of Callander.

I am, Sir, your obedient servant,

C. DRINK WATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Location—Prince Arthur's Landing to Nipigon—Distance about 68 miles.

CANADIAN PACIFIC RAILWAY COMPANY,
MONTREAL, 20th March, 1883.

SIR,—I have now the honor to transmit a profile and plan showing the location of the main line of the Canadian Pacific Railway, from Prince Arthur's Landing to Nipigon, and I am instructed to request that the same may be submitted for the approval of His Excellency the Governor General in Council.

I have the honor to be, Sir, your obedient servant,

C. DRINK WATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 21st March, 1883.

By letter dated 20th inst., the Secretary of the Canadian Pacific Railway Company submits for approval a plan and profile of the main line, between Prince Arthur's Landing and Nipigon, a distance of about 68 miles.

After examining the plan and profile, I find the location originally laid out by the Government is generally followed. There are no grades exceeding 53 feet to the mile, nor curves of a less radius than 1,433 feet.

That portion of the line covered by the plan, between Prince Arthur's Landing and Current River, has already been approved by Order in Council, dated the 6th November last, and I now recommend that the remaining portion to Nipigon be now approved.

I have the honor to be, Sir, your obedient servant,
C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary.

OTTAWA, 22nd March, 1883.

The undersigned has the honor to represent that the Canadian Pacific Railway Company have, under date the 20th inst., submitted for approval a profile and plan showing the location of the main line of the Canadian Pacific Railway, from Prince Arthur's Landing to Nipigon, a distance of about 68 miles.

That such profile and plan having been referred to the Government Chief Engineer, he has reported, under date the 21st inst., to the effect that the proposed location is generally that laid down by the Government, that there are no grades exceeding 53 feet to the mile, nor curves of a less radius than 1,433 feet, and advises approval of the location.

The portion between Prince Arthur's Landing and Current Creek, covered by the present plan, having already been approved of by Order in Council dated the 6th of November last, the undersigned recommends that approval be now given to the location of the portion between Current Creek and Nipigon, as shown on the plans submitted.

Respectfully submitted,
CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 29th March, 1883.

On a Report dated 22nd March, 1883, from the Minister of Railways and Canals, submitting an application dated 20th March inst., from the Canadian Pacific Railway Company, for the approval of a profile and plan, showing the location of the main line of the Canadian Pacific Railway, from Prince Arthur's Landing to Nipigon, a distance of about 63 miles.

The Minister represents that such profiles and plans having been referred to the Government Chief Engineer, he has reported, under date the 21st inst., to the effect that the proposed location is, generally, that laid down by the Government; that there are no grades exceeding 53 feet to the mile nor curves of a less radius than 1,433 feet, and advises of the approval of the location.

The Minister further represents that the portion between Prince Arthur's Landing and Current Creek, covered by the present plan, having been already approved of by Order in Council, dated the 6th of November last, he recommends that approval be now given to the location of the portion between Current Creek and Nipigon, as shown on the plans submitted.

The committee concur in the foregoing recommendation and submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 6th April, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council, dated 29th ult., approving the location of that portion of the Canadian

Pacific Railway line between Current Creek and Nipigon, a distance of about 68 miles.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

C. SCHREIBER, Chief Engineer.

OTTAWA, 6th April, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council, dated 29th ult., approving the location of that portion of the Canadian Pacific Railway line between Current Creek and Nipigon, a distance of about 68 miles.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Secretary, C. P. R.

NUMBER TWO.

CORRESPONDENCE RELATING TO THE SELECTION AND RESERVATION OF LAND.

HUDSON BAY COMPANY, LAND DEPARTMENT,
WINNIPEG, 2nd February, 1883.

MY DEAR SIR,—I am obliged for your letter of the 26th ult., enclosing plan of the land you require at Rat Portage.

I find upon examining this plan, that it covers a total area of 60,022 acres. Under the deed of surrender you are entitled to one-twenty-fifth of the property owned by the company at Rat Portage, which amounts to 690 acres, and the proportion due to the Government would be 27.6 acres. You are therefore asking for, according to the plan you have sent me, about thirty-three acres more than you are entitled to under the deed of surrender.

On examining the plan I find that you have made an encroachment upon ground which we have laid out in town lots, and upon examining our sales, I find that we have sold nearly all of the lots according to the survey, which you now propose to take from us.

I send you a plan of Rat Portage, which has been registered in the registry office, and is therefore binding upon all parties, and which will show you what damage you propose to do. The black line shows the piece that we supposed you had desired to take. The red line shows what your plan enclosed in your letter covers. You have thus carried your piece of ground to the westward and abandoned it to the eastward, and in this way have taken in lots which are on a plan duly registered, and which cannot therefore be altered, and all but two of which have absolutely been sold.

I must ask you, therefore, to be good enough to change the plan that you have sent me, and let the western boundary be according to the black mark on the enclosed plan, and you can take, of course, whatever further quantity you want to the eastward, and thus not interfere with the town plot, which, as I have said, has been registered as a plan and lots sold under it.

Yours very truly,

C. J. BRYDGES.

C. SCHREIBER, Ottawa.

WINNIPEG, 3rd February, 1883.

MY DEAR SIR,—Referring to my letter of yesterday you will of course understand that if you decide to take the land shown on the plan you sent me, you will have to purchase the lots sold by us from the parties we have sold to. We have given you more than the one-twenty-fifth without the piece sold as lots.

Yours truly,

C. J. BRYDGES.

C. SCHREIBER.

CANADIAN PACIFIC RAILWAY OFFICE OF THE ENGINEER-IN-CHIEF.

OTTAWA, 9th February, 1883.

SIR,—Having received further communications from C. J. Brydges, Esq., Land Commissioner to the Hudson Bay Company, in reference to their land proposed to be taken for railway purposes at Rat Portage, I have the honor to report.

I am informed by Mr. Brydges, that a portion of the land proposed to be taken by the Canadian Pacific Railway, as recommended in my report of the 26th October last, has been laid out in town lots and the lots sold.

Mr. Brydges also states that the Hudson Bay Company do not include the lots already sold in the free surrender of land they have made to the Government for railway purposes; I have, therefore, prepared a plan, showing in that portion colored red, the land I now suggest should be taken to meet the railway requirements, the lots now sold being excluded therefrom.

I have the honor to be sir, your obedient servant,

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 17th February, 1883.

SIR,—I have to acknowledge the receipt of your letter of the 9th inst., in relation to the question of the land at Rat Portage, to be taken from the Hudson Bay Company for the use of the Canadian Pacific Railway, such letter being accompanied by a plan showing the location of the said land, as amended in accordance with the letter of the Company's Land Commissioner, addressed to you under date the 2nd inst., whereby they represent that they have divided their land in this place into town lots which have been already sold, and asking that the railway boundary may be altered so as to avoid their inclusion.

In reply, I am directed to say that the Minister approves of the amended location of the railway property as shown on the plan submitted to you, and to request that you will take the necessary steps to effect its transfer to the Government.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer, C. P. R.

NUMBER THREE.

CORRESPONDENCE RELATING TO THE ADJUSTMENT OF ACCOUNT BETWEEN THE GOVERNMENT AND THE COMPANY, AND SUBSIDY.

CANADIAN PACIFIC RAILWAY, OTTAWA, 1st February, 1883.

SIR.—The account against the Canadian Pacific Railway, amounting to \$1,042,519.29, subject to correction, rendered some time ago, has this day been under discussion with the Canadian Pacific Railway Company's officers, with a view to adjustment.

It is considered that under the terms of their contract, the following sums do not form proper charges against the Company, viz:—

No. 1. Wire fencing, Skead & Haycock.....	\$18,500 00
“ 2. “ “ Stubbs & Co	8,000 00
“ 3. Temporary bridge over Red River	6,950 00
“ 4. duty on engines.....	7,599 50
“ 5. Freight in store.....	2,158 01
“ 6. “ transit.....	3,400 14

\$46,607 65

The following are the reasons for omitting the above mentioned sums from the account against the Canadian Pacific Railway Company.

1st. The contract made with Messrs. Skead and Haycock, was cancelled in consequence of the contract made with the Canadian Pacific Railway Company, to construct the railway; the materials delivered by Messrs. Skead & Haycock were paid for, and subsequently sold by auction, the proceeds being paid in to the credit of the Receiver-General.

2nd. The sum of \$8,000 was paid Messrs. Stubbs & Co., for fencing on the Pembina Branch which had not previously been executed.

3rd. The temporary bridge was not erected directly in connection with the contract for the 100 miles west of Red River, but was used for traffic purposes.

4th. Custom duties were included in making the valuation of the engines, and it is now considered the valuation should have been exclusive of duties.

5th. A portion of the freight in store when the transfer was made to the Company, consisted of a quantity of goods and chattels not worth the freight, and which were never called for; in fact, some were not worth the cost of removing. The sum of \$2,158.01 represents the freight on such materials, and is struck out.

6th. By error, an overcharge of \$3400.14, was made on freight in transit, which is now corrected.

The account therefore stands as follows:—

Account formerly rendered (subject to correction)...	\$1,042,519 29
Amount erroneously charged.....	46,607 65

Account as adjusted.....	\$995,911 64
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I have the honor to be, Sir, your obedient servant,

C. SCHREIBER.

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 2nd February, 1883.

The undersigned has the honor to represent that under the terms of the contract made with the Canadian Pacific Railway Company, they were to take over the portion of railway, 100 miles in length, extending from the City of Winnipeg westwards, they paying the cost of the work up to the time, when it was taken out of the hands of the contractor, and the expenses subsequently incurred by the Government in its prosecution.

That under the terms of the Order in Council of the 9th April, 1881, transferring the Pembina Branch and the line from Selkirk to Telford, to the Company, they were to take over, at a fair valuation, such rolling stock as the Government could dispense with, together with general stores, cordwood, station furniture, &c., also rails, &c., in sidings. They were further to take over the freight, paying to the Government the charges thereon.

That accordingly a valuation was made, subject to correction, and in the first estimate given by the Chief Engineer, dated the 18th of January, 1882, the company were debited with the sum of \$1,042,519.29, as representing "work performed on first 100 miles west of Red River, including rails, plant, rolling stock, &c., transferred freight in transit and in store on the 1st of May 1881."

That a report has now been furnished by the Chief Engineer, dated the 1st inst., from which it appears that certain items of the said account should not properly be charged against the Company. They are as follows:—

No. 1. Wire fencing, Skead & Haycock.....	\$18,500 00
2. " " Stubbs & Co.....	8,000 00
3. Temporary bridge over Red River.....	6,950 00
4. Duty on engines.....	7,599 50
5. Freight in store.....	2,158 01
6. " transit.....	3,400 14

\$46,607 65

That the reasons given by the Chief Engineer for the omission of the above mentioned sums from the account against the Company are as follows:—

1. The contract with Messrs. Skead & Haycock was cancelled in consequence of the contract made with the Company for the construction of the railway. The materials delivered by Messrs. Skead & Haycock were paid for and were subsequently sold by auction, the proceeds being paid in to the Receiver-General.

2. The sum of \$8,000 was paid to Messrs. Stubbs & Co., for fencing on the Pembina Branch, which had not previously been executed.

3. The temporary bridge was not erected directly in connection with the contract for the 100 miles west of Red River, but was used for traffic purposes.

4. Custom duties were included in making the valuation of the engines, and it is now considered that the valuation should have been exclusive of duty.

5. A portion of the freight in store when the transfer was made to the Company consisted of a quantity of goods and chattels not worth the freight, and which were recancelled for, in fact, some were not worth the cost of removing. The sum of \$2,158.01, represents the freight charges on such goods, and is struck out.

6. By error, an overcharge of \$3,400.14 was made on freight in transit, which is now corrected.

That the Chief Engineer shows the account against the Company now to stand as follows:—

Account formerly rendered (subject to correction)....	\$1,042,519 29
Amount erroneously charged.....	46,607 65
Account as adjusted	\$995,911 64

The undersigned recommends that the said sum of \$995,911.64 be the basis of the adjustment of this account.

Respectfully submitted,
CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 27th March, 1883.

On a Report dated 2nd February, 1883, from the Minister of Railways and Canals, submitting that under the terms of the contract made with the Canadian Pacific Railway Company, they were to take over the portion of railway 100 miles in length, extending from the City of Winnipeg westwards, they paying the cost of the work up to the time when it was taken out of the hands of the contractor, and the expenses subsequently incurred by the Government in its prosecution.

The Minister represents that under the terms of the Order in Council of the 9th of April, 1881, transferring the Pembina Branch and the line from Selkirk to Telford to the Company, they were to take over at a fair valuation, such rolling stock as the Government could dispense with, together with general stores, cordwood, station furniture, &c.; also rails, &c., in sidings. They were further to take over the freight paying to the Government the charges thereon.

That accordingly a valuation was made, subject to correction, and in the first estimate given by the Chief Engineer, dated the 18th of January, 1882, the Company were debited with the sum of \$1,042,519.29 as representing "work performed on first 100 miles west of Red River, including rails, plant, rolling stock, &c., transferred, freight in transit and in store, on the 1st May, 1881."

The Minister further represents that a report has now been furnished by the Chief Engineer, dated the 1st instant, from which it appears that certain items of the said account should not properly be charged against the Company. They are as follows:—

No. 1. Wire fencing, Skead and Haycock.....	\$18,500 00
2. Wire fencing, Stubbs & Co.....	8,000 00
3. Temporary bridge over Red River.....	6,950 00
4. Duty on Engines.....	7,599 50
5. Freight in store.....	2,158 01
6. Freight in store transit.....	3,400 14
	\$46,607 65

That the reasons given by the Chief Engineer for the omission of the above mentioned sums from the account against the Company, are as follows:—

1. The contract with Messrs. Skead & Haycock was cancelled in consequence of the contract made with the Company for the construction of the railway. The materials delivered by Messrs. Skead & Haycock were paid for and were subsequently sold by auction, the proceeds being paid in to the Receiver General.

2. The sum of 8,000 was paid to Messrs. Stubbs & Co., for fencing on the Pembina Branch, which had not been previously executed.

3. The temporary bridge was not erected directly in connection with the contract for the 100 miles west of Red River, but was used for traffic purposes.

4. Custom duties were included in making the valuation of the engines, and it is now considered that the valuation should have been exclusive of duty.

5. A portion of the freight in store when the transfer was made to the Company, consisted of a quantity of goods and chattels not worth the freight, and which were never called for, in fact, some were not worth the cost of removing. The sum of \$2,158.01 represents the freight charges on such goods and is struck out.

6. By error an overcharge of \$3,400.14 was made on freight in transit, which is now corrected.

That the Chief Engineer shows the account against the Company now to stand as follows:—

Account formerly rendered (subject to correction)...	\$1,042,519 29
Amount erroneously charged.....	46,607 65

Account as adjusted..... \$995,911 64.

The Minister recommends that the said sum of \$995,911.64 be the basis of the adjustment of this account.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE,

Hon. Minister Railways and Canals.

OTTAWA, 3rd April, 1883.

SIR,—I am directed to enclose you a copy of a certified copy of an Order in Council authorizing that the account of \$1,042,519.29 made out (subject to correction) against the Canadian Pacific Railway Company, be adjusted by the omission of items aggregating \$46,607.65, leaving the balance of \$995,911.64 as the basis of adjustment of this account.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

C. SCHREIBER, Chief Engineer.

Subsidy—Central Section—Estimate No. 44—distance completed 900 miles, Eastern Division; 54 miles Western Division; Total, 954 miles.

Description of Works—Cash Subsidy—No. of Contract, Canadian Pacific Railway Company—Locality of Works West of Red River—Central Section—Name of Contractors Canadian Pacific Railway Company—Date of Contract, October 21st, 1880.

Progress Estimate of Work done and materials delivered from the beginning of operations under this contract, to the 5th December, 1883.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under Contract numbered and dated as above.

Total value of work done and materials delivered to the 5th December 1883	\$9,719,982 00
Eastern Division, 900 miles, at \$10,000... ..	\$9,000,000 00
Western Division, 54 " " 13,333.....	719,982 00
Total amount.....	\$9,719,982 00
ADD—advance on rails, 56,530 tons @ \$ 50 = \$2,826,500 × 75 per cent.....	2,119,875 00
LESS—For rails on track upon which an advance has been made, 53,030 tons @ \$50 = \$2,651,500 × 75 p. c.	1,988,625 00 131,250 00
	\$9,851,232 00

The above is a correct estimate, made up from the returns forwarded by James Dickey and J. St. V. Caddy. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN.

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned, as done, has been duly authorized by the Department.

FRANCIS J. LYNCH, *in charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$9,851,232. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief, per F. J. L.*

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 5th December, 1883.

I hereby certify that 954 miles of the Central Section of the Canadian Pacific Railway are so far completed as to admit of the running of regular trains thereon, together with such equipment thereof as is required for the traffic thereon.

C. SCHREIBER, *per F. J. L.*

MONEY SUBSIDY.

Section.	Miles.	Rate of Subsidy per mile.	Subsidy on Mileage.	Payments on Rails.	Total.	Net Amount certified to by Engineer.
Central Section—						
Eastern Division	900	10,000 00	9,000,000	.....	9,000,000	
Western Division	54	13,333 00	719,982	131,250	851,232	9,851,232
Eastern Section.....	120	15,384 61	1,846,153	304,735	2,150,888	2,650,888
Total	1,074	.....	11,566,135	435,985	12,002,120	12,002,120

LAND SUBSIDY.

Section.	Miles.	No. of Acres per Mile.	Total No. of Acres.	Less $\frac{1}{5}$ to be Deducted.	Total No. of Acres less $\frac{1}{5}$.
Central Section—					
Eastern Division.....	900	12,500	11,250,000	2,250,000	9,000,000
Western Division.....	54	16,666 $\frac{66}{100}$	900,000	180,000	720,000
Eastern Section.....	120	9,615 $\frac{33}{100}$	1,153,842	230,768	923,074
Total.....	1,074		13,303,842	2,660,768	10,643,074

6th December, 1883.

SIR,—I have the honor to inform you that under date the 6th inst., a certificate has issued from the Chief Engineer of the Canadian Pacific Railway, showing the completion and equipment sufficiently to admit of the running of regular trains thereon of a further extent of 33 miles of road on the Western Division of the Central Section. Under this certificate, the Company are entitled to receive their land subsidy, viz.: 33 miles, at 16,666 $\frac{66}{100}$, making a total of 549,999 $\frac{78}{100}$ acres, less one-fifth retained by the Government.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

Deputy Minister of the Interior.

Memorandum.

6th December, 1883.

The undersigned has the honor to represent that, under date the 6th inst., a certificate has issued from the Chief Engineer of the Canadian Pacific Railway, showing the completion and equipment, so far as to admit of the running of regular trains thereon, of a further section of 33 miles of road, on the Western Division of the Central Section, the total distance so completed on this section being 954 miles.

The following are the particulars of said certificate:—

Total value of work done and materials delivered up to 5th December, 1883, on the Central Section:—

Eastern Division, 900 miles, at \$10,000.....	\$9,000,000 00
Western " 54 " at 13,333.....	719,982 00

\$9,719,982 00

Add—Advance on rails, 56,530 tons, at \$50=\$2,826,500×75 p. c. \$2,119,875 00

LESS—For rails on track on which an advance has been made, 53,030 tons, at \$50=\$2,651,500×75 p. c. 1,988,625 00

\$131,250 00

Total.....\$9,851,232 00

That of this amount there has already been paid the sum of..... 9,534,393 00

leaving the balance now payable to the Canadian Pacific Railway Company..... \$316,239 00

That under the certificate in question, the Company are further entitled to receive their land subsidy for the said 33 miles of road at the rate of 16,666 $\frac{66}{100}$ acres, or a total of 540,999 $\frac{75}{100}$ less one-fifth retained by the Government.

The undersigned recommends that authority be given for the payment to the Company of the balance of the Money Subsidy due under the present certificate, namely, \$316,239.

Respectfully submitted.

J. H. POPE, *Acting Minister, Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 19th of December, 1883.

On a memorandum dated the 6th of December, 1883, from the Acting Minister of Railways and Canals, representing that a certificate, dated the 6th instant, has been received from the Government Chief Engineer of the Canadian Pacific Railway, showing that upon the Western Division of the Jentral Section of the railway, there has been completed and equipped, so far as to admit of the running of regular trains thereon, a further extent of thirty-three (33) miles of road, making a total on this section of 954 miles so completed.

The Minister submits the following particulars of the present certificate:—

Total value of work done and materials delivered up to 5th December, 1883, on the central section:—		
Eastern Division, 900 miles, at \$10,000.....		\$9,000,000
Western " 54 " 13,333.....		719,982
		\$9,719,982

ADD—Advance on rails, 56,530 tons, at \$50=\$2,326,500+75.	\$2,119,875	
LESS—For rails on track, upon which an advance has been made, 53,030 tons, at \$50 = \$2,651,500 + 75 p. c.....	\$1,988,625	
	131,250	
		\$9,851,232

That of this amount the books of the Accountant of the Department show that there has been already paid the sum of..... \$9,534,993

Leaving the balance now payable to the Company..... \$316,239

The Minister states that the present certificate further shows that the company are entitled to receive their land subsidy for the said thirty-three (33) miles at the rate of 16,666·66 acres a mile, or a total of 549,999·78 acres, less one-fifth retained by the Government under the contract.

The Minister recommends that authority be given for the payment to the Canadian Pacific Railway Company of the aforesaid balance, namely, three hundred and sixteen thousand two hundred and thirty-nine dollars (\$316,239 00).

The Committee advise that the requisite authority be granted.

JOHN J. MCGEE.

Minister Railways and Canals,

OTTAWA, 11th December, 1883.

SIR,—I have the honor to inform you that under date the 10th inst., an Order in Council was passed authorizing the payment to your Company of the sum of \$316,239, for a further extent of 33 miles of road on the Western Division of the Central Section of your line, completed and equipped so far as to admit of the running of regular trains thereon, making a total of 954 miles on that section so completed.

The total value of work done and of materials delivered up to 5th December, 1883, on both Divisions of the Central Section is:—

Eastern Division, 900 miles, at \$10,000.....		\$9,000,000
Western " 54 " 13,333.....		719,982
		\$9,719, 82

ADD—Advance on rails, viz.: 56,530 tons, at \$50= 2,826,500+75 per cent	\$2,119,875	
LESS—For rails on track, on which an advance has been made, viz.: 53,030 tons, at \$50 = 2,651,500 + 75 per cent...	1,988,625	
		131,250
		<u>\$9,851,232</u>
That of this amount there has already been paid in the sum of.....		9,534,993

Leaving a balance now payable..... \$316,239

That in addition to the money subsidy, the Company are further entitled to a subsidy in land for the 33 miles so completed, at the rate of 16,666·66 acres per mile, or a total of 549,999·78 acres, less one fifth, retained by the Government under the contract.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, *Secretary*, C.P.R. Co.

OTTAWA, 11th December, 1883.

SIR,—I have the honor to inform your that under date the 10th instant, an Order in Council passed, authorizing the payment to the Canadian Pacific Railway Company of the sum of \$316,239, for a further extent of 33 miles of road on the Western Division of the Central Section of the line, making a total in all of 954 miles on this section completed and equipped so far as to admit of the running of trains thereon. The present Order is based on a certificate of the Government Engineer, a copy of which has already been furnished you.

The company are further entitled, under the certificate, to their land subsidy for the said 33 miles, at the rate of 16,666·66 acres per mile, or a total of 549,999·78 acres, less one-fifth, retained by the Government.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

J. L. McDougall, *Auditor-General*.

*Subsidy Eastern Section, Estimate No. 10, distance 100 miles West of Callander,
57 miles East of Port Arthur.*

Description of works, Cash subsidy—No. of contract—Canadian Pacific Railway Company—locality of works—Eastern Section, Callander to Junction with Lake Superior Section—Name of Contractors, Canadian Pacific Railway Company—Date of Contract, October 21, 1880.

Progress estimate of work done and materials delivered from the beginning of operations under this contract to 15th December, 1883.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above.

Total value of work done and materials delivered to the
15th December, 1883.

West of Callander, 100 miles, } at \$15,384.61 2,569,229
East of Port Arthur, 67 miles, }

Total amount..... 2,569,229

Add—advance on rails:—

Mattawa 9,342, at \$30=\$280,260 + 75 p.c....\$210,195

Hochelega—4,312, at \$28=\$120,136 + 75 p.c... 90,552

Port Arthur—2,398, at \$33=79,002 + 75 p.c.... 59,250

Red Rock and vicinity—6,903 at \$34.50=238,153

+75 p.c..... 178,615

\$538,612

Less—Covered by this estimate :

6,170 at \$30=185,100 + 75 p.c.....	\$138,825
4,312 " \$28=120,736 + 75 p.c.....	90,552
2,008 " \$33= 66,000 + 75 p.c.....	49,500
2,000 " \$34.50=69,000 + 75 p.c.....	51,750
	330,627
	207,985

\$2,777,214

The above is a correct estimate, made up from the returns forwarded by Thos. Ridout and J. St. V. Caddy. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN.

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned as done has been duly authorized by the Department.

FRANCIS J. LYNCH, *In charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$2,777,214. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief.*

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 15th December, 1883,

I hereby certify that 167 miles of the eastern section of the Canadian Pacific Railway are so far completed as to admit of the running of regular trains thereon, together with such equipment thereof as is required for the traffic thereon.

C. SCHREIBER.

Memorandum.

OTTAWA, 17th December, 1883.

The undersigned has the honor to represent that under date the 15th instant, the Chief Engineer of the Canadian Pacific Railway, has certified that a further extent of 47 miles on the Eastern Section has been so far completed and equipped as to admit of the running of regular trains thereon, making a total in this division of 167 miles so completed.

The following are the details of the said certificates :—

The total value of work done and materials delivered up to 15th December, 1883, 167 miles, at \$15,384.61 a mile	\$2,569,229
Add—Net advance on rails	207,985
	\$2,777,214

Of this amount there has already been paid

2,150,888

Leaving the balance now payable to the Canadian Pacific Railway Company	\$626,326
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Under the said certificate, the company are further entitled to receive their land subsidy for the said 47 miles, at the rate of 9,615.35 acres a mile, or a total of 451,921.45 acres, less one-fifth, retained by the Government under the contract.

The undersigned recommends that authority be given for the payment to the company of \$626,326.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

OTTAWA, 17th December, 1883.

Sir,—I have the honor to inform you, that under date the 15th instant, the Chief Engineer of the Canadian Pacific Railway has issued a certificate showing the completion and equipment so far as to admit of the running of regular trains thereon, of a further extent of 47 miles of road west of Callander, 20 miles; east of Port Arthur, 27; total, 47 miles on the Eastern Section, making a total of 167 miles on this section so completed.

Under this certificate the company are entitled to their land subsidy for said 47 miles, at the rate of 9,615³⁵/₁₀₀ acres a mile, or a total of 432,701⁴⁵/₁₀₀ acres, less one-fifth, retained by the Government.

I am, Sir, Your obedient servant,
A. P. BRADLEY, *Secretary*.

J. R. HALL, Esq., Secretary, Dept. of the Interior.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 10th December, 1883.

On a memorandum dated 17th December, 1883, from the Acting Minister of Railways and Canals, representing that a Certificate, dated the 15th instant, has been received from the Government Chief Engineer of the Canadian Pacific Railway, showing that upon the Eastern Section (Callander to junction with Lake Superior Section) of the railway, there has been completed and equipped, so far as to admit of the running of regular trains thereon, a further extent of 47 miles of road, making a total on this division of 167 miles so completed.

The Minister submits the following particulars of the present certificate:—

Total value of work done, materials delivered, up to 15th December, 1883: 167 miles, at \$15,384.61 a mile.....	\$2,569,229
The 167 miles being divided thus: West of Callander, 100; east of Port Arthur, 67.	
Add advance on rails.	
9,342 at \$30.00=\$280,260+75 per cent.	\$210,195
4,312 " 28.00= 120,736+75 "	90,552
2,394 " 33.00= 79,002+75 "	59,250
6,903 " 34.50= 238,153+75 "	178,615
	\$538,612
LESS—Covered by this estimate:—	
6,170 at \$30.00=\$185,100+75 per cent.	\$138,825
4,312 " 28.00= 120,736+75 "	90,552
2,000 " 33.00= 66,000+75 "	49,500
2,000 " 34.50= 69,300+75 "	51,750
	330,627
	207,985

\$2,777,214

Of this amount, the books of the Accountant of the Department show that there has been already paid the sum of.....

2,150,888

Leaving the balance now payable to the Canadian Pacific Railway Company.....

\$ 626,326

The Minister states that the present certificate further shows that the Company are entitled to receive their land subsidy for the said (47) forty-seven miles, at the rate of 9,615³⁵/₁₀₀ acres a mile, or a total of 451,921⁴⁵/₁₀₀ acres, less one-fifth, retained under the contract.

The Minister recommends that authority be given for the payment to the Canadian Pacific Railway Company, of the aforesaid balance, namely, six hundred and twenty-six thousand, three hundred and twenty-six dollars (\$626,326).

The Committee advise that the requisite authority be granted.
JOHN J. MCGEE.

OTTAWA, 21st December, 1883.

SIR,—I have the honor to inform you, that under date the 19th inst., an Order in Council passed authorizing the payment to the Canadian Pacific Railway Company of the sum of \$626,326, for a further extent of 47 miles (west of Callander 20, and east of Port Arthur 27), of road on the Eastern Section of the line, making a total of 167 miles on this section completed and equipped, so far as to admit of the running of trains thereon.

The present Order is based on a certificate of the Government Engineer, a copy of which has already been furnished you.

The Company are further entitled, under the certificate, to their land subsidy for the said 47 miles at the rate of 9,615·35 acres a mile, or a total of 451,921·45 acres less one-fifth retained under their contract.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

J. L. McDougall, Esq., Auditor General.

OTTAWA, 21st December, 1883.

SIR,—I have the honor to inform you that under date the 19th inst., an Order in Council passed authorizing payment to your Company of the sum of \$626,326, for a further extent of 47 miles of road (west of Callander 20, east of Port Arthur 27), on the Eastern Section of your line, completed and equipped so far as to admit of the running of regular trains thereon, making a total of 167 miles on the section so completed. The total value of work done and of materials delivered up to 15th December, 1883, being west of Callander, 100 miles; east of Port Arthur, 67—167 miles, at \$15,384.61 a mile..... \$2,569,229

ADD—Advance on rails:—

9,342 at \$30.00=	\$280,260 + 75 per cent.....	\$210,195	
4,312 " 28.00=	120,736 + 75 "	90,552	
2,394 " 33.00=	79,002 + 75 "	59,250	
6,903 " 34.50=	238,153 + 75 "	178,615	
			\$538,6.2

LESS—Covered by this estimate:—

6,170 at \$30.00=	\$185,100 + 75 per cent.....	\$138,825	
4,312 " 28.00=	120,736 + 75 "	90,552	
2,000 " 33.00=	66,000 + 75 "	49,500	
2,000 " 34.50=	69,000 + 75 "	51,750	
			330,627

207,985

\$2,777,214

Of this amount the books of the Accountant of the Department show that there has been already paid the sum of..... 2,150,888

Leaving the balance now payable to the Canadian Pacific Railway Company of..... \$626,326

Under the said certificate, the Company are further entitled to receive a subsidy in land for the said 47 miles, at the the rate of 9,615·35 acres a mile, or a total of 451,921·45 acres, less one-fifth, retained by the Government under the contract.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C.P.R. Co.

Eastern Section—Advances on Rails—Second Advance on Stock at Hochelaga.

Memorandum. Re-advances on rails delivered at Hochelaga.

The Minister of Justice reports on application of the Canadian Pacific Railway Co., dated 10th November, 1882, for advances on rails delivered at Hochelaga. That

although a doubt exists as to whether these rails may be considered as delivered of the line of the Canadian Pacific Railway, as defined by Sec. 1, 37 Vic., chap 14, yet as the advances asked for do not exceed three-fourths of the value of said rails, he sees no objection to their being made, care being taken that a good title to the rails be made to Her Majesty.

Order in Council, 2nd December, 1882, authorizing the advance of \$35,638 on 4,078 tons of rails, being 75 per cent. of their value, at \$28 per ton—\$114,184.

As the above Order in Council is not general as to all rails delivered at Hochelaga, but for a specific quantity, it will be necessary to obtain another Order in Council for the advance on the rails returned by Mr. Schreiber, 23rd January, 1883, viz.: 234 tons at \$28, \$6,552 by 75, \$4,914, and then payment may be made, on a good title to the same being made to Her Majesty, in accordance with report of the Minister of Justice

The necessary papers with regard to title would be drawn up in the Department of Justice.

T. R.

Memorandum.

OTTAWA, 5th February, 1883.

The undersigned has the honor to represent that, under date of 2nd December last, an Order in Council was passed, authorizing an advance upon steel rails, &c., the property of the Canadian Pacific Railway Company, stored at Hochelaga, such advance being made upon an opinion given by the Hon. the Minister of Justice.

That application having been made by the Company for an advance on a further quantity, an inspection has been made by the proper officer, who has reported to the effect that owing to the depth of snow he was unable to verify the quantities claimed to be in store by the Company, beyond a quantity of 234 tons, as to the presence of which he certified.

Upon a report received from the Chief Engineer, dated the 23rd ult., the undersigned recommends that authority be given for an advance to the company upon a further quantity of 234 tons of steel rails, &c., in store at Hochelaga, as follows: an advance of \$4,914, being 75 per cent. of their value at \$28 a ton, payment to be made on receipt of a good title to the said rails being given to Her Majesty by the Company, such title to be approved by the Hon. the Minister of Justice.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 6th February, 1883.

On a memorandum dated 5th February, 1883, from the Minister of Railways and Canals, submitting that by Order in Council, dated 2nd December last, authority was granted for an advance upon steel rails, &c., the property of the Canadian Pacific Railway Company, stored at Hochelaga, such advance being made upon an opinion given by the Minister of Justice, and they now make application for an advance upon a further quantity.

The Minister represents that an inspection was made by the proper officer, who reports to the effect that owing to the depth of snow he was unable to verify the quantities claimed to be in store by the Company, beyond a quantity of 234 tons as to the presence of which he certifies.

The Minister recommends, upon the report dated 23rd January, ult., of the Chief Engineer, that authority be given for an advance to the Company upon a further quantity of 234 tons of steel rails, in store at Hochelaga, as follows:—An advance of four thousand nine hundred and fourteen dollars (\$4,914), being 75 per cent. of their value, at \$28 a ton, payment to be made on receipt of a good title to the said rails being given to Her Majesty by the Company, such title to be approved by the Minister of Justice.

The Committee submit the above recommendation for Your Excellency's approval.

Hon. Minister Railways and Canals.

JOHN MCGEE.

OTTAWA, 12th February, 1883.

SIR,—I have the honor to inform you, that under date the 6th inst., an Order in Council was passed authorizing a further advance to the Canadian Pacific Railway Company of \$4,914 upon rails stored at Hochelaga, your report of the 30th November last in respect of a similar advance having been the basis of the recommendation of the Minister of this Department for the present advance.

The order requires, as in the former instance, that a good title to the said rails shall be vested in Her Majesty, and I have accordingly to request that you will be pleased to cause the same course to be followed as on the last occasion for the obtaining of such title from the Company.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 14th February, 1883.

SIR,—I have the honor, in compliance with your request contained in your letter of this day's date, to enclose the agreement with the Canadian Pacific Railway Company of the 16th December last, under which certain rails intended for use on the Eastern Section of their road, were assigned to the Crown as security for the sum advanced to them thereon, under their contract. I have to request that the present document may be returned to this office.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 14th February, 1883.

Re advance on steel rails.

SIR,—I have the honor to request that you will return me the agreement enclosed to you in my letter of the 18th December last, conveying the first quantity of rails to the Crown.

I have the honor to be, Sir, your obedient servant,

G. W. BURBIDGE, *Deputy Minister of Justice.*

Secretary Railways and Canals.

OTTAWA, 21st February, 1883.

Re second advance upon steel rails.

SIR,—Referring to your favor of the 12th inst., I have the honor to request that you will be pleased to name some person to take delivery of the rails. When advising such person of his appointment, please instruct him to act under the advice of Mr. H. Abbott, advocate, of Montreal, the Agent of this Department in the above matter.

In instructing Mr. Abbott in this matter, I have requested him to have all the rails remaining in the yard transferred to the Crown, so that should the Government agree to advance a further sum upon the security of the 125 tons which the Company claims in the yard, a further agreement will not be necessary.

I have the honor to be, Sir, your obedient servant,

A. POWER, *for D. M. J.*

Secretary Railways and Canals.

OTTAWA, 23rd February, 1883.

Re second advance on steel rails.

SIR,—Referring to my letter of the 21st inst. I have the honor to inform you that the Agent of this Department reports that it will be unnecessary to have

another formal delivery of rails, as Mr. Robertson has already taken possession of the whole quantity of the rails in the Company's yard.

I have the honor to be, Sir, your obedient servant,

A. POWER, *for D. M. J.*

Secretary Railways and Canals.

OTTAWA, 26th February, 1883.

Re second advance on steel rails.

SIR,—I have the honor to enclose herewith duplicate agreement for execution by the Honorable the Minister of Railways and Canals, and to request that after such execution one copy may be returned, to be forwarded to the Company, the other to remain on record in your Department.

I also enclose Mr. Abbott's account for services rendered, viz. :—\$25 for services in first advance, and \$10 for second advance; and referring to your letter of the 31st ult., I presume I may inform Mr. Abbott that this account has been sent to the Canadian Pacific Railway Company for payment.

I have the honor to be, Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

Secretary Railways and Canals.

OTTAWA, 27th February, 1883.

SIR,—As requested by your letter of the 26th inst., I have the honor to return to you herewith duly executed by the Minister of this Department, a duplicate of the agreement made with the Canadian Pacific Railway Company in respect of the second advance on rails stored at Hochelaga.

The account of your Agent has been forwarded to the Company for payment.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

OTTAWA, 3rd March, 1883.

Re second advance on rails.

SIR,—I have the honor to return first agreement and files, being all the papers in the above matter.

I have the honor to be, Sir, your obedient servant,

A. POWER, *for D. M. J.*

Secretary Railways and Canals.

THIS AGREEMENT made between Her Majesty the Queen represented and acting for and on behalf of the Dominion of Canada by the Honorable Sir Charles Tupper, Minister Railways and Canals of the Dominion, hereinafter called the Government, and the Canadian Pacific Railway Company, a body corporate and politic represented by Duncan McIntyre, the Vice-President, and Charles Drinkwater, the Secretary thereof.

WITNESSES that under the terms of the existing contract between the Government and the Company for the construction of the Canadian Pacific Railway, and under the Statute in such case made and provided, the Government has advanced to the Company the sum of four thousand nine hundred and fourteen dollars upon two hundred and thirty-four tons of steel rails, amounting, at twenty-eight dollars per ton, to the sum of six thousand five hundred and fifty-two dollars; the said advance being seventy-five per cent. of the said amount; the said rails being now deposited near the line of the said Canadian Pacific Railway, in the Parish of Hochelaga, in the County of Hochelaga, in the Province of Quebec, and being intended to be used in the con-

struction of the said railway, the receipt of which advance the said Company hereby acknowledge whereof quit.

And in consideration of the said advance, and as security therefor, the Company have assigned, and do hereby assign, transfer to the Government hereof, as aforesaid, the quantity of three hundred and fifty nine tons of steel rails now lying in the yard of the said Company, in the said Parish of Hochelaga, and have already delivered the same to me, G. W. Robinson, of the City of Montreal, together with a larger quantity of rails, who has taken possession of the same for and behalf of the Government.

And it is hereby covenanted and agreed by the Company that they will not encumber the said steel rails for any purpose or in any manner or way whatever, and will not remove the same from the said yard except for the purpose of the construction of the Canadian Pacific Railway, west of Callender, upon the portion thereof known as the Eastern Section thereof. And the Government hereby authorizes the Company to take such portion of the said rails as shall be required for the said purpose, upon the condition (to which the Company hereby agree) that the Government shall deduct from the subsidy to be paid to the Company by the Government under the said contract, upon the settlement for each section of twenty miles of said railway, a proportion of such subsidy corresponding to the proportion of such rails which has been used in the construction of such section.

In witness whereof the parties hereto have executed these presents at the times and places set opposite their names respectively.

Witness to the signatures of the Vice-President and Secretary of the Canadian Pacific Railway Company. (Signed,) A. BROWNING. MONTREAL, 24th February, 1883.	}	For the Canadian Pacific Railway Company. (Signed) M. McINTYRE, <i>Vice-President.</i> " C. DRINKWATER, <i>Secretary.</i> (Seal) MONTREAL, 24th February, 1883.
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Witness to the signatures of the Minister and Secretary of Railways and Canals of Canada. (Signed,) H. A. FISSIAULT. OTTAWA, 27th February, 1883.	}	(Signed) CHARLES TUPPER, <i>Minister Railways and Canals.</i> " A. P. BRADLEY, <i>Secretary.</i> (Seal)
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OTTAWA, 6th March, 1883.

SIR,—I have the honor to inform you, that under the authority of an Order in Council passed on the 6th ult., an advance of \$4,914 has been made upon a further quantity of 234 tons of steel rails, &c., in store at Hochelaga, for the use of the Eastern Section of your line, west of Calender; such rails having already been taken possession of on the part of the Government and the necessary agreement having been duly executed, under dates the 24th and 27th ult.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C.P.R. Co.

MONTREAL, 9th March, 1883.

SIR,—I have the honor to enclose a correspondence I have had with the Deputy Minister of Justice relating to the rails stored at Hochelaga.

We desire to remove them, as suggested in my letter to the Department of Justice, but it appears that the application should have been addressed to the Department of Railways and Canals.

Will you kindly submit the matter for early consideration.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

31 a-3½

MONTREAL, 6th March, 1883.

DEAR SIR,—You are aware of the agreement between this Company and the Government, under which advances have recently been made on certain steel rails stored at Hochelaga. That agreement provides that the rails shall not be removed unless required for use in the construction of the main line. It will be a great convenience to us now when our flat cars are not in great demand for general business to remove these rails to a point on the main line, west of Callander, where we propose to pile them and draw from the piles, as they are required for use in the original construction of the railway. I fancy we shall require the authority of the Government before this can be done. Will you kindly look at the agreement and advise me on this point? If necessary a Government officer would be sent up to receive them. Your early attention to this matter will very much oblige,

Yours truly, C. DRINKWATER, *Secretary.*

G. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 7th March, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 6th inst, on the subject of the proposed removal of rails from Hochelaga to a point on the main line west of Callander.

I have transferred your letter to the Department of Railways and Canals. Not having the agreement here, and being in Mr. Schreiber's office this morning, I looked at it there, and conversed with him in regard to the subject of your letter. It would be advisable for you to make your application to the Department of Railways and Canals, and if they have any doubt upon the question, they will refer it here for opinion.

I am, Sir, your obedient servant,

G. W. BURBIDGE, *Deputy Minister of Justice.*

C. DRINKWATER, Secretary C.P.R. Co.

ADVANCES ON RAILS—CENTRAL SECTION.

MONTREAL, 9th February, 1883.

SIR,—I have the honor to request that a further advance on account of rails and fastenings imported by the Company into the North-West since the date of the last advance, may be made as provided for in the contract.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 15th February, 1883.

SIR,—The Canadian Pacific Railway Company having made application for an advance on rails and fastenings delivered along the line of the Canadian Pacific Railway, on the Central Section, I have the honor to report—including Mr. Dickey's report to the 31st ult., in addition to the 6,797 tons of steel rails and fastenings transferred under the terms of the contract and not yet paid for, and those on which an advance has already been made, the Company now have 1,600 tons in stock, on which they appear to be entitled to an advance under their contract, as follows:—

1,600 tons at \$50	\$80,000
75 per cent. of which	60,000

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 13th February, 1883.

The undersigned has the honor to represent that application having been made by the Canadian Pacific Railway Company for a further advance upon steel rails and fastenings, by a letter dated the 9th inst., the Government Chief Engineer has, under date the 13th inst., reported to the effect that in addition to the 6,797 tons of rails and fastenings transferred to them under the contract, and not yet paid for, and those on which an advance has already been made, the Company have now in stock along the line of the Central Section of their railway, 1,600 tons upon which they appear to be entitled to an advance under their contract as follows:—

1,600 tons, at \$50.....	\$80,000
75 per cent. of which.....	60,000

The undersigned thereupon recommends that authority be given for an advance to the Company of \$60,000 upon the rails and fastenings delivered as aforesaid.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 14th February, 1883.

On a memorandum dated 13th February, 1883, from the Minister of Railways and Canals, submitting an application dated 9th February inst., from the Canadian Pacific Railway Company, for a further advance upon steel rails and fastenings imported into the North-West.

The Minister represents that the Government Chief Engineer has reported, under even date, to the effect that in addition to the 6,797 tons of rails and fastenings transferred to them under the contract and not yet paid for, and those on which an advance has already been made, the Company have now in stock along the line of the Central Section of their railway 1,600 tons, upon which they appear to be entitled to an advance under their contract, as follows:—

1,600 tons, at \$50.....	\$80,000
75 per cent. of which.....	60,000

The Minister recommends that authority be given for an advance to the Company of \$60,000 upon the rails and fastenings delivered as aforesaid.

The Committee submit the foregoing recommendation for Your Excellency's approval.

Hon. Minister Railways and Canals.

JOHN J. MCGEE.

STATEMENT OF RAILS.

Year.	Description.	Rails in Stock.		Rails in Track.	
		Tons.	Lbs.	Tons.	Lbs.
	Central Section—				
	Mr. Dickey's return at end of track.....	7,653	576		
	On line between Stonewall and Portage la Prairie.....	4,475			
	Mr. Dickey's return of rails passed St. Vincent, to 7th Nov., 1882.....	58,855	1,149		
	Rails handed over to the Company under the terms of their contract, and not yet paid for.....			6,797	
	Mr. Dickeys return, Nov. 7th to 14th.....	1,679	1,440		
	Rails laid on S. W. Branch from Emerson			5,755	2,170
	Rails removed from line between Stonewall and Portage la Prairie.....			2,432	369
	Mr. Dickeys return, Nov. 14th to 21st....	1,566	2,180		
	LESS—Subsidy 20,—20 mile section.....			40,000	
	Mr. Dickeys return, Nov. 21st to 30th.....	2,033	964		
	do Dec. 1st to 7th.....	2,001	320		
	do Dec. 7th to 31st.....	4,105	194		
1883.	LESS—Subsidy 21st, 20 mile section.....			2,000	
	Mr. Dickey's return, Jan. 1st to 21st.....	3,627	599		
	do 22nd to 31st.....	1,605	1,380		
	Totals	81,602	2,082	56,935	299
	LESS—Rails in track.....	56,985	299		
	Rails in which the Company are intitled to an advance.....	24,617	1,783		
1882.		Tons.	Tons.		
May 8...	Advance	5,000			
June 20...	do	5,000			
July 15...	do	10,000			
do 22...	do	8,000			
Aug. 1...	do	1,400			
do 15...	do	1,350			
Dec. ...	do	600			
do 15...	do	3,400			
do 19...	do	800			
do 23...	do	2,000			
1883.					
Jan. 16...	do	2,100			
do 31...	do	3,650			
Feb. 13...	do	1,600			
			44,900		
	Deduction—				
	Estimate Nos. 5 to 19, as previously stated.....	20,300		24,600	
				17	1,783

OTTAWA, 14th February, 1883.

SIR,—I have to inform you that under an Order in Council of this day's date, authority has been given for an advance of \$60,000 upon a further stock of 1,600 tons of rails, &c., in store on the Central Section of the Canadian Pacific Railway, and that the certificate of the Accountant of this Department has issued for the amount named.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, *Secretary, C. P. R. Co.*

ADVANCE ON RAILS.—ESTIMATE No. 43.

Description of works, cash subsidy—No. of Contract, Canadian Pacific Railway Company—locality of works, west of Red River, Central Section—Name of contractors—Canadian Pacific Railway Company, Date of contract, October 21, 1880.

Progress estimate of work done and materials delivered from the beginning of operations under this contract to the 1st November, 1883.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above.

Total value of work done and materials delivered to the 1st November, 1883.....		\$9,279,993 00
<hr/>		
Eastern Division, 900 miles at \$10,000	\$9,000,000 00	
Western " 21 miles at \$13,333	279,993 00	
<hr/>		
Total amount.....		\$9,279,993 00
ADD advance on rails, 56,530 tons, at \$50=2,826,500+75 p.c.....	\$2,119,875 00	
LESS for rails in track upon which an advance has been made, 49,730 tons at \$50=2,486,500+75 p.c....	1,864,875 00	255,000 00
		<hr/>
		\$9,534,993 00

The above is a correct estimate, made up from the returns forwarded by James Dickey. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned as done has been duly authorized by the Department.

FRANCIS J. LYNCH, *In charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$9,534,993. All previous payments to be deducted.

COLLINGWOOD SCHREIBER, *Engineer-in-Chief*

OFFICE OF ENGINEER-IN-CHIEF, OTTAWA, 5th November, 1883.

I hereby certify that 921 miles of the eastern section of the Canadian Pacific Railway are so far completed as to admit of the running of regular trains thereon, together with such equipment as is required for the traffic thereon.

COLLINGWOOD SCHREIBER.

MONEY SUBSIDY.

Section.	Miles.	Rate of Subsidy per mile.	Subsidy on Mileage.	Payments on Rails.	Total.	Net Amount Certified to by Engineer.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Central Section—						
Eastern Division	900	10,000 00	9,000,000 00	.....	9,000,000 00	.....
Western Division	21	13,333 00	279,993 00	255,000 00	534,993 00	9,534,993 00
Eastern Section	100	15,384 61	1,538,461 00	219,270 00	1,757,731 00	1,757,731 00
	<hr/>					
	1,021	.....	10,818,454 00	474,270 00	11,292,724 00	11,292,724 00

LAND SUBSIDY.

Section.	Miles.	No. of Acres per Mile.	Total No. of Acres.	Less $\frac{1}{5}$ to be Deducted.	Total No. of Acres less $\frac{1}{5}$.
Central Section—					
Eastern Division	900	12,500·00	11,250,000	2,250,000	9,000,000
Western Division	21	16,666·66	350,000	70,000	280,000
Eastern Section	100	9,615·35	961,535	192,307	769,228
	1,021	.....	12,561,535	2,512,307	10,049,228

Memorandum.

OTTAWA, 5th November, 1883.

The undersigned has the honor to represent that under date the 5th instant, a certificate has been issued by the Chief Engineer of the Canadian Pacific Railway, showing the delivery of a further quantity of material, over and above the quantity covered by his previous certificate, namely, on the central section a quantity of 1,230 tons of steel rails at \$50 per ton, or a total of \$61,500 upon which under the terms of their contract the Company are entitled to receive an advance of 75 per cent., or \$46,125. The undersigned recommends that authority be given for the payment of the sum above named, as an advance on the rails in question.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th November, 1883.

On a memorandum dated 5th November, 1883, from the Acting Minister of Railways and Canals, representing that under date the 5th instant, a certificate has been issued by the Chief Engineer of the Canadian Pacific Railway, showing the delivery of a further quantity of material, over and above the quantity covered by his previous certificate, namely, west of Red River, Central Section, a quantity of 1,230 tons of steel rails, valued at \$50 a ton, or a total of \$61,500, upon which under the terms of their contract the Company are entitled to receive an advance of 75 per cent., or forty six thousand one hundred and twenty-five dollars, (\$46,125.00).

The Minister recommends that authority be given for the payment of the above named sum as an advance on the rails in question.

The Committee [submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 13th November, 1883.

SIR,—I have the honor to inform you that under date the 7th instant, an Order in Council has passed authorizing the payment to your Company of the sum of \$46,125 as an advance equal to 75 per cent. on \$61,500 the value at \$50 per ton, of 1,230 tons of steel rails delivered on the Central Section of the Canadian Pacific Railway in addition to the quantity upon which an advance has already been made.

The Auditor General has been duly notified in respect of such advance.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

Number Four.

CORRESPONDENCE RELATING TO BRANCHES AND PROGRESS THEREON.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 22nd June, 1883.

SIR,—I have the honor to send you herewith land plans and books of reference in duplicate of the south-western branch, extending from the station ground in the City of Winnipeg, *via* the town of Morris, to the international boundary line, within Section 5, Range 1, west, and from a point within Section 31, Township 2, Range 8, west, the whole in the Province of Manitoba, the length being about 115 miles. In addition to the above there are plans and books of reference of the several counties through which the branch line passes, as well as of the portion within the City of Winnipeg. These latter are for deposit with the Clerks of the Peace.

In no case does the width of land, proposed to be taken, exceed the limit fixed by the General Railway Act.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 11th July, 1883.

SIR,—I beg to transmit herewith books of reference, profiles and plans of the Selkirk Branch. These are in duplicate, and separate books and plans are also included, covering so much of the line as is within the City of Winnipeg and the County of Lisgar. These, as required by the Act, have to be deposited in the offices of the Clerks of the Peace.

I beg to request that these plans and books of reference may be transmitted for the certificate of the Minister of Railways, and that one copy, so certified, together with the separate plans for the Clerks of the Peace, may be returned to me at as early a date as convenient.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

SELKIRK BRANCH.

To be returned to Company:—

1. Plan of whole line; 2. ditto Winnipeg terminus; 2. ditto Selkirk terminus;
1. ditto County of Selkirk; 1. ditto County of Lisgar; total, 7.

1. Profile of whole line; 1. ditto City of Winnipeg; 1. ditto County of Selkirk;
1. ditto County of Lisgar; total, 4.

1. Books of reference of whole line; 1. ditto City of Winnipeg; 1. ditto County of Selkirk; 1. ditto County of Lisgar, total, 4.

OTTAWA, 6th August, 1883.

SIR,—I have to inform you that the land plans, profiles and books of reference of the South-Western Branch of the Canadian Pacific Railway, extending from the station ground in Winnipeg, *via* the Town of Morris, to the International boundary line, within Section 5, Range 1, west; and from a point within Section 31, Township 2, Range 8, west, have been duly examined and certified, under date the 4th inst. One set is retained in this office and the remaining two sets have been returned to you by express, per receipt herewith.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Secretary, C.P.R. Co.

OTTAWA, 6th August, 1883.

SIR,—I have to inform you that the plans, profiles and books of reference of the Selkirk Branch Railway, sent by you on the 11th ult, have been duly examined and

certified, under date the 4th inst. One of the triplicates sent has been retained in this office, and the remaining two have been returned to you by express.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. DRINKWATER, Secretary, C.P.R. Co.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 7th August, 1883.

SIR,—I beg to acknowledge the receipt of your letters (2) of the 6th inst., transmitting plans and books of reference of the South-Western Branch, and the Selkirk Branch of this railway, the same having been certified as required by the Railway Act.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

MONTREAL, 11th August, 1883.

SIR.—I beg to hand you, for examination and certificate of the Honourable the Minister of Railways and Canals, plan, profiles, and books of reference, in triplicate, of the lands required for the Emerson Branch of the Canadian Pacific Railway, extending from the Pembina Branch, in the Town of Emerson, to a junction with the South-Western Branch, in Section 8, Township 3, Range 1, west, having a length of nearly 21 miles: all in the County of Manchester, and Province of Manitoba.

These documents are to be used for expropriation purposes, one copy of each to be retained in your Department, the other two to be returned to me.

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

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 4th September, 1883.

SIR.—I have the honour to return to you herewith, plans, profiles, and books of reference, in duplicate, of land required for the Emerson Branch of the Canadian Pacific Railway, between the town of Emerson and its junction with the South-Western Branch, in Section 8, Township 3, Range 1, west, the same having been examined and certified by the Deputy of the Minister of Railways and Canals.

Triplicates thereof have been duly filed in this Department.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

Number Five.

CORRESPONDENCE RELATING TO RATES AND TOLLS.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 6th February, 1882.

SIR,—I have the honour to acknowledge the receipt of your letter of the 24th ultimo, requesting that a tariff of tolls to be charged upon that portion of the Canadian Pacific Railway lying between Telford and Rat Portage, be submitted for the approval of His Excellency the Governor General in Council. I am instructed by the Directors to state that it is their intention to propose a revision of the tolls which have been charged under authority of an Order in Council passed in April last, for the consideration of the Government, and I beg to suggest that in the mean time authority be given the Company to extend temporarily, the mileage and other tariffs now in force on the Western Division, to that portion of the railway between Telford and Rat Portage, until such revised tariff has received consideration.

That portion of the Main Line between Portage LaPrairie and Brandon is in the same position, and in respect to which I am instructed to make the same suggestion.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

F. BRAUN, Secretary, Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 23rd March, 1883.

On a memorandum, dated 9th December, 1882, from the Minister of Railways and Canals, submitting for approval, in accordance with the provisions of the Consolidated Railway Act, 1879, the accompanying proposed freight tariff on the Western Division of the Canadian Pacific Railway.

That in relation thereto the Chief Engineer of Government Railways states under date the 9th of December, 1882, that though higher than the tariffs of railways in Eastern Canada, it is in his opinion so only in proportion to the comparatively greater cost of operating a railway in the North-West, and that the rates submitted are just and fair, taking into consideration the fact that the cost of fuel used on this section of railway is at least 110 per cent. higher on roads in Eastern Canada; that of labor, 45 per cent., and of general supplies, 60 per cent. higher: further, that the line runs for hundreds of miles through a country but sparsely settled and yielding, for some time to come but a very light traffic. The tariff in question has, however, been framed with a view to the settlement of the country and the promotion of its trade, and to this end low rates have been placed on some of the more important articles, such as immigrants' effects, coal, cordwood, lumber and grain. In view of the charges which the rapid rate of settlement in the country may be expected to produce, he advises that the period for the operation of the present tariff be one year only, and he, the Minister, concurs in the above report.

The Committee recommend that the freight tariff on the Western Division, as submitted, be approved accordingly, such tariff to be operative until the first day of January, 1884.

JOHN J. MCGEE.

Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 4th April, 1883.

DEAR SIR,—I enclose your telegram. I enclose one copy of the Western Division classification. I am sorry to say it is the only spare copy I have. If you still require more, I will get some from Winnipeg.

Yours truly, C. DRINKWATER, *Secretary*.

A. P. BRADLEY, *Secretary*, Railways and Canals.

OTTAWA, 7th April, 1883.

SIR,—I am directed to transmit to you a copy of a tariff of freight tolls for the Western Division of the Canadian Pacific Railway, to be operative up to the 1st January, 1884.

It will be necessary, in order to conform to the requirements of the 17th section of the Consolidated Railway Act, 1879, that a by-law be made by your Company establishing the tariff, with its classification sheet and certified copies thereof, in duplicate, under seal of the Company, be transmitted to this Department for approval of the Governor in Council.

And after such approval by Order in Council has been obtained, it will then be incumbent upon you to cause to be published in the *Canada Gazette* the by-law establishing the tolls, and the Order in Council approving thereof, as required by the ninth sub-section of the seventeenth section of the above mentioned Act.

It will also be necessary to define in the by-law that portion of your railway intended to be embraced in the term, Western Division, to which this tariff will apply. And it would be convenient that the passenger tariff be included in the same by-law.

I have the honor to be, Sir, your obedient servant.

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, *Secretary*, C.P.R. Co.

BOARD OF TRADE,
SECRETARY'S OFFICE, WINNIPEG, 7th April, 1883.

SIR,—We have been instructed by the Council of the Board of Trade to send you the accompanying copy of a letter addressed on the 20th ult, by the Board to

the General Manager of the Canadian Pacific Railway Company, bearing upon the recent heavy increase in their freight tariff.

The Board is not aware whether the increased tariff has been approved by the Governor in Council, and that therefore it cannot be bound until the Company earns ten per cent. upon its capital. If such is the case the effect upon the trade of this country will be disastrous.

The Board trusts that this matter, so vital to the growth of the North-West, will receive the earnest attention of yourself and the Government, and your attention is specially called to the claim made, that rates must be made to cover the cost of working, which is so contrary to what was stated to be the fact when the contract with the railway company was entered into.

We have the honor to be, Sir, your obedient servants,

C. N. BRYDGES, *President.*

L. M. LEWIS, *Secretary.*

Sir CHARLES TUPPER, Minister Railways and Canals.

WINNIPEG, 20th March, 1883.

SIR,—In pursuance of the understanding arrived at when a Committee from the Board of Trade of this city had an interview with you on the 17th inst, we are now instructed by the Council of the Board to address you upon the matters which were discussed at the interview referred to.

The questions discussed related to the rates of freight charged upon the Canadian Pacific Railway, and the greatly increased schedule of rates which has lately been put in force.

The Board must call your earnest attention to the fact, that at present the trade of Manitoba is almost entirely one of imports, the country not having begun to grow much more than is sufficient to supply the wants of the large numbers of immigrants yearly coming into the country. The imports are from Europe, Eastern Canada and the United States, and the cost of transportation to the borders of the country at St. Vincent is so very heavy as to add largely to the price at which goods must be sold—a fact, which of course, is still more onerous, from the very high rates now in force from the boundary to all interior points, and it is a question, therefore, in which the railway company is very deeply interested, because very high prices of all the commodities required and used by the inhabitants, must have an injurious effect as regards inducing settlers to come into the country.

The Board is quite aware that the highest prices of materials, labor and fuel combined, with a present smaller traffic per mile of railway in operation, must render the cost of working a railway in Manitoba higher than in the Middle States or Eastern Canada, but it is a question worthy of very careful consideration how far unduly high rates will tend to injure the country and the consequent future growth of the traffic or profits of the railway itself.

It is also a consideration which must not be lost sight of, that the Parliament of Canada, in fixing the terms of the contract with your Company, made those terms liberal as they are, on the distinct ground, amongst others, that the cost of working the railway could only be carried on for some years at a loss until, in fact, the country became fairly settled; and therefore the evident intention of your contract was, that rates were not to be fixed solely upon the basis of, as far as possible, covering expenses during the earlier years of operation.

With these preliminary observations, the Board desire to call the attention of your Company to the effect of the late tariff of rates you have issued, and first to compare them with the rates which existed but little more than a week ago. The rates heretofore in force were issued and approved by the Government when they worked a portion of the existing railway, and the authority of the Government for charging the rates set out in your printed mileage tariff, No. 2, was therefore in force up to the 10th March, 1883. They were very much higher rates than were then or now in force in the Middle States and in Eastern Canada; but were understood to be considered to be justified by the higher cost of labor, materials and fuel, in this part of the country.

The following comparative statement will show the great increase of the new rates, now established over those originally fixed by the Government :

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
New—Freight, St. Vincent to Winnipeg.....	43	36	29	22
Old “ “ “	25	21	18	13
Increase	18	15	11	9
“ per cent	72	71	61	61
New—From Winnipeg to Portage La Prairie.....	38	32	26	19
Old “ “ “ “	26	21	16	13
Increase	12	11	10	6
“ per cent.....	46	52	62	46
New—From Winnipeg to Brandon.....	65	54	43	32
Old “ “ “ “	41	33	27	21
Increase	24	21	16	11
“ per cent.....	59	64	59	52

Being an average increase of nearly 59 per cent.

The above are samples of the rates. A full comparison to every station as far as Brandon, would show similar results. It is understood that for all goods beyond Brandon, as long as the old Government mileage rates were in force, the tariff rate was charged to Brandon, and arbitrary figures fixed by the contractors constructing the line added to destination as the railway was opened.

It cannot be doubted that an increase of 59 per cent. upon rates which were already very much in excess of what are charged in the Middle States or Eastern Canada, must have a serious effect upon the trade of the country, and combined with the extremely high rates up to the boundary, render it necessary for a very much larger capital to be employed in conducting any general business than is required in other parts of Canada. This must press with a special severity upon a new country, first entering upon the threshold of its trade.

The Council of the Board of Trade trust that the important questions involved in this very large and sudden increase of rates upon general merchandise, will receive the very careful consideration of yourself and the Directors of your Company, as well as regards its effects upon the mercantile community of Manitoba, as upon the settlement of the country and the future profits of the railway itself. The Board desire next to call your very earnest attention to a matter which they can hardly suppose, from the results apparent, can have received due consideration at your hands.

They refer to the discrimination which the working of the new tariff presents in regard to the trade of Winnipeg.

In your interview with the committee, you state that it was the decided desire and interest of yourself and the Directors of the railway to do all in their power to promote the City of Winnipeg, as the great distributing centre of business upon the railway. You stated as evidence of this desire, the intention of your Company to make such comparatively low rates to Winnipeg, from Thunder Bay, during the season of navigation as would enable its merchants to lay in large supplies at a moderate cost, so as to permit of the distribution of these goods throughout the country to the west.

Such a policy is undoubtedly wise. Every great railway company must have a central distributing point, where capital or enterprise will centre and which, by the growth of a large city will attract labor of all kinds and establish large depots of materials, tending to the advantage of the railway as providing it with labor and materials at reasonable prices and supplying it with a large and constantly growing traffic.

Such a large centre of business is of advantage to the country; westward also, at almost all your stations, small villages will arise, and at several points considerable towns will grow into existence.

For some years the capital employed at all these places must of necessity be limited, and it will be greatly to their advantage to have a large centre of business connected with them by railway, where large stocks of merchandise are held, and from which they can draw moderate quantities as they may require them.

But the following statement of comparative rates will show that your present tariff is calculated to work both against Winnipeg, and be also an injury to all western points, which must, for many years deal with Winnipeg for what they require.

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
1st. Winnipeg and Portage Laprairie:—				
Through rate, St. Vincent to Portage Laprairie.....	62	52	41	31
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Portage Laprairie.....	38	32	26	19
	81	68	55	41
Extra rate charged against Winnipeg.....	19	16	14	10
2nd. Brandon:—				
Through, St. Vincent to Brandon.....	80	67	54	40
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Brandon.....	65	54	43	32
	1.08	90	72	54
Extra rate charged against Winnipeg.....	28	23	18	14
3rd. Broadview:—				
Through, St. Vincent to Broadview.....	1.09	91	73	55
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Broadview.....	95	79	63	48
	1.38	1.15	92	70
Extra rate charged against Winnipeg.....	29	24	19	15
4th. Regina:—				
Through, St. Vincent to Regina.....	1.28	1.07	86	64
St. Vincent to Winnipeg.....	43	36	29	22
Winnipeg to Regina.....	1.15	96	76	58
	1.58	1.32	1.05	80
Extra rate charged against Winnipeg.....	30	25	19	16

It will thus be seen that for all goods brought by Winnipeg merchants and by them distributed throughout the country, an average increase of rates is charged equal to nearly 20 cents per hundred lbs. on all kinds of merchandize. The fact is really more than this, because in Winnipeg cartage between the railway station and the merchants' stores costs 4 cents per 100 each way, thus making the extra charge about 28 cents per 100.

The proper remedy for this will be to follow the plan adopted by railways in Eastern Canada, and have a special tariff for goods shipped to local points from great distributing centres. As an illustration of the very heavy charges made upon goods shipped from Winnipeg to country points, as compared with the rates charged by the Grand Trunk Railway, from Montreal, during the present winter, the following figures will evidence some startling results. The figures are all taken from the lately increased tariff of the Canadian Pacific Railway, and the present winter tariff of the Grand Trunk Railway westward from Montreal, and which winter tariff is about 50 per cent. higher than their summer tariff.

The stations having the nearest distances from Montreal to those on the Canadian Pacific, on the following list, have been taken:—

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
G. T. R., Montreal to Cornwall, 67 miles	24	20	16	12
C. P. R., St. Vincent to Winnipeg, 68 "	43	36	29	22
Increase.....	19	16	13	10
" per cent	79	80	81	83
G. T. R., Montreal to Lancaster. 54 miles.....	24	20	16	12
C. P. R., Winnipeg to Portage Laprairie, 56 "	35	32	26	19
Increase.....	14	12	10	7
" per cent.....	53	60	63	58
G. T. R., Montreal to Mallorytown, 133 miles.....	42	35	28	21
C. P. R., Winnipeg to Brandon, 133 "	65	54	43	32
Increase	23	19	15	11
" per cent.....	55	54	54	52
G. T. R., Montreal to Cobourg 264 miles.....	56	47	37	28
C. P. R., Winnipeg to Broadview, 264 "	95	79	63	48
Increase	39	32	26	20
" per cent.....	69	68	70	71
G. T. R., Montreal to Brampton, 354 miles	70	58	47	35
C. P. R., Winnipeg to Regina, 357 "	1.15	96	76	53
Increase	45	38	29	23
" per cent.....	64	66	62	66

From the foregoing table, it appears that the average rates on the Canadian Pacific Railway, by its new and increased tariff, are upwards of 65 per cent. higher than the winter rates from Montreal westward, on the Grand Trunk Railway, for similar distances; but in addition to their ordinary winter rates, the Grand Trunk Railway Company issue special tariffs and at lower rates for a number of different kinds of goods. Amongst others, for grain and flour, lumber, butter and cheese, potatoes, bark, manufactures and wholesale merchandise. For the last a special tariff is made from Montreal, Toronto and Hamilton, the three large distributing points on the Grand Trunk system. The following table of rates charged from Toronto, eastward, on the former classes of goods, will further show the comparative rates charged on the Grand Trunk and Canadian Pacific Railways to the manufacturers and wholesale merchants from their respective distributing centres of Toronto and Winnipeg:—

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.	4th Class.
G. T. R., Toronto to Cobourg, 69 miles.....	22	17	14	11
C. P. R., St. Vincent to Winnipeg, 68 ".....	43	36	29	22
Increase	21	19	15	11
" per cent.....	95	1.12	1.07	1.00
G. T. R., Toronto to Napanee, 135 miles.....	26	22	17	13
C. P. R., Winnipeg to Brandon, 135 ".....	65	54	43	32
Increase	39	32	26	19
" per cent.....	1.50	1.45	1.53	1.46
G. T. R., Toronto to Cornwall, 266 miles.....	35	30	24	17½
C. P. R., Winnipeg to Bradviev, 264 ".....	95	79	63	48
Increase	60	49	39	20½
" per cent.....	1.71	1.63	1.62	1.17
G. T. R., Toronto to St. Hilaire, 355 miles.....	50	42	33	25
C. P. R., Winnipeg to Regina, 357 ".....	1.15	96.	76	58
Increase.....	65	54	43	33
" per cent.....	1.30	1.29	1.30	1.32

The average increase charged by the Canadian Pacific Railway to manufacturers and wholesale merchants from its distributing centres as shown above, is no less than 1.33 per cent. higher than for similar distances on the Grand Trunk Railway from its distributing centres.

The Grand Trunk Railway also gives still lower special rates for plaster, sugar, syrup and iron. Nails and spikes in kegs, and pig iron and salt, all in car load lots.

The special rates are as follows :—

Per 100 Lbs.	1st Class.	2nd Class.	3rd Class.
Toronto to Cobourg.....	10	10	9
“ Napanee	1½	1½	12
“ Cornwall	15	15	14
“ St. Hilaire	23	22½	22

Which are all lower than the ordinary fourth-class rates quoted above.

The Board of Trade of Winnipeg having placed before you the facts set out in this letter, earnestly hope that the whole question will be very carefully considered by the directors of the Company and by yourself.

It is of vast importance to the Railway Company itself, to the rapid growth of the whole country, and to the trade of Winnipeg, which supplies so very large and growing a proportion of the traffic of the railway.

This Board, whilst fully admitting that the higher cost of labor, materials and fuel, render it impossible to fix railway rates at as low a standard in Manitoba as are in force in Eastern Canada, believe that the comparative figures set out in this letter cannot be considered to justify the soundness of the greatly increased standard of rates which have lately been published by your Company, and they are of opinion that if persevered with, without some such modifications, as have been suggested in this letter, the result must ultimately prove alike injurious to the country and to the Canadian Pacific Railway Company.

The Board of Trade cannot agree with the argument that the rates upon the sparse traffic at the commencement must be fixed so as to cover the cost of working the railway from the start, because the clear intention of Parliament, in entering into the contract with your company, was to give such a subsidy, as would cover the well-foreseen heavy loss which must arise in the working of the line for the first few years, and until the country became fairly settled.

The Board of Trade desire in conclusion to say that it is their earnest desire to discuss these matters in the fairest and most friendly spirit. They especially desire to promote by every reasonable means, the success of your railway in the rapid conclusion of which we are all deeply interested. But they are also bound to point out what they conceive to be mistakes, alike injurious to the country and to your own company.

We have the honor to be, Sir, your obedient servants,

C. J. BRYDGES, *President*.

L. M. LEWIS, *Secretary*.

OTTAWA, 19th April, 1883.

SIR,—I am directed to acknowledge the receipt of your letter of the 17th inst., enclosing a copy of a letter addressed by the Board of Trade of Winnipeg to the Canadian Pacific Railway Company, bearing upon the recent heavy increase in their freight tariff.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. J. BRYDGES, President, Board of Trade, Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 18th April, 1883.

SIR,—I beg to transmit herewith two certified copies of a by-law passed by this Company, at a meeting of the Board of Directors, held on the 16th inst.,

establishing a tariff of tolls and fares proposed to be charged on the Western Division of the Canadian Pacific Railway, to which is attached a classification sheet.

I have certified the same under the seal of the Company, and have the honor to request that the said by-law may be submitted for the approval of the Governor in Council.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 27th April, 1883.

SIR,—I am directed to transmit to you copy of a communication, dated the 7th inst., and of the enclosure sent therewith, received from the President of the Board of Trade of the City of Winnipeg, on the subject of the recent increase in the freight tariff of the Canadian Pacific Railway; and I am to request that you will be good enough to favor the Department with any observations in regard thereto which your Company may desire to offer.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

OTTAWA, 1st May, 1883.

SIR,—The undersigned has the honor to represent that, under date the 18th ult., the Secretary of the Canadian Pacific Railway Company has submitted for approval by the Governor in Council, in accordance with the requirements of the Consolidated Railway Act, section 17, sub-section 9, a by-law No. 56, enacted and passed at a meeting of that Board of Directors held on the 16th ult., such by-law embodying a revised schedule of freight rates and passenger fares proposed to be charged on the Western Division of their road and its branches, commencing at Prince Arthur's Landing.

That in relation to the freight tariff, the Government Chief Engineer has reported, under date the 9th of December last, that though higher than the tariffs of railways in Eastern Canada, it is so, in his opinion, only in proportion to the comparatively greater cost of operating a railway in the North-West, and that the rates submitted are just and fair, taking into consideration the fact that the cost of fuel used on this section of railway is at least 110 per cent. higher than on roads in Eastern Canada; that of labor, 45 per cent., and of general supplies, 60 per cent. higher; further, that the line runs for hundreds of miles through a country but sparsely settled, and yielding for some time to come but a very light traffic. That the tariff in question has, however, been formed with a view to the settlement of the country and the promotion of its trade, and to this end low rates have been placed on some of the more important articles, such as immigrants' effects, coal, cordwood, lumber and grain. In view of the changes which the rapid rate of settlement in the country may be expected to produce, he advises that the period for the operation of the proposed tariff be one year only.

That with respect to the passenger tariff proposed, the Chief Engineer, under date the 30th ult., has expressed the opinion that this tariff is fair and just.

The undersigned, concurring in the views of the Chief Engineer, recommends that approval be given to both the freight and passenger tariffs proposed, so embodied in the aforesaid by-law No. 56, such tariffs to be and continue in force for one year from and after full compliance by the Company with the conditions of the Consolidated Railway Act, as to publication.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th May, 1883.

On a memorandum, dated 1st May, 1883, from the Minister of Railways and Canals, submitting for approval by the Governor in Council, in accordance with the require-

ments of the Consolidated Railway Act, section 17, sub-section 9, the accompanying by-law No. 56, enacted and passed at a meeting of the Board of Directors of the Canadian Pacific Railway Company, held on the 16th ult., such by-law embodying a revised schedule of freight rates and passenger fares proposed to be charged on the western division of their road and its branches, commencing at Prince Authur's Landing.

The Minister observes, that in relation to the freight tariff, the Government Chief Engineer has reported under date the 9th of December last, that though higher than the tariffs of railways in Eastern Canada, it is so, in his opinion, only in proportion to the comparatively greater cost of operating in the North-West, and that the rates submitted are just and fair, taking into consideration the fact that the cost of fuel used on this section of railway is at least 110 per cent. higher than on roads in Eastern Canada; that of labor 45 per cent, and of general supplies 60 per cent. higher: further, that the line runs for hundreds of miles through a country but sparsely settled and yielding, for some time to come, but a very light traffic.

That the tariff in question has, however, been framed with a view of the settlement of the country and the promotion of its trade, and to this end, low rates have been placed on some of the more important articles, such as immigrant's effects, coal, cordwood, lumber and grain. In view of the changes which the rapid rate of settlement in the country may be expected to produce, he advises that the period for the operation of the proposed tariff be one year only.

That with respect to the passenger tariff proposed, the Chief Engineer, under date the 30th ult., has expressed the opinion that this tariff is fair and just.

The Minister concurring in the views of the Chief Engineer, advises that approval be given to both the freight and passenger tariffs proposed, as embodied, in the aforesaid by-law No. 56. Such tariffs to be and continue in force for one year from and after full compliance by the Company with the conditions of the Consolidated Railway Act, as to publication.

The Committee recommend that the by-law No. 56, passed on the 16th of April, ult., by the Board of the Canadian Pacific Railway Company, as submitted, be approved accordingly.

JOHN J. MCGEE.

EXTRACT from the Minutes of an Adjourned Meeting of Board of Directors held pursuant to resolution passed at an Adjournment of the Regular Monthly Meeting held on Saturday the 7th day of April, 1883, on this Monday, the 16th day of April, 1883, at the hour of 12 o'clock, Noon, at the Office of the Company, in Montreal.

Present:—

MR. DUNCAN MCINTYRE, in the chair.

MR. R. B. ANGUS,

HON. D. A. SMITH.

And by proxy:—

MR. GEO. STEPHEN,

MR. H. S. NORTHCOTE,

MR. J. S. KENNEDY,

MR. P. DU P. GREENFIELD,

MR. C. D. ROSE,

BARON J. DE REINACH.

Reported, that negotiations had been in progress with the Government with the view of obtaining a revision of the tariff of tolls on the Western Division, adopted in April, 1881, and embodied in by-law No. 43.

That a revised tariff had been prepared by the General Manager, and submitted to the Minister of Railways and Canals, and that the Government had signified their approval of the same.

A copy of the said tariff and classification sheet was laid on the table.

And it was *Resolved*, that the same be and is hereby substituted for the tariff embodied in by-law No. 43.

That the said by-law No. 43 be and the same is hereby rescinded and cancelled and that the following by-law be and the same is enacted and passed as the 56th by-law of this company.

By-law No. 56.—Tolls.

The following shall be the tariff of tolls, rates and fares to be charged on the Western Division, comprising that portion of the railway from Prince Arthur's Landing westward, with the branches thereof.

The said tariff to be in force for one year and thereafter until revised, viz.:—

PROPOSED FREIGHT TARIFF of the Canadian Pacific Railway Company, Western Division :—

PASSENGER TARIFF.

Three cents per mile between Prince Arthur's Landing and Brandon, and between Emerson and Winnipeg.

Four cents per mile between Brandon and the crossing of the Saskatchewan River, and on all branch lines west of Winnipeg.

Emigrants fares, one-half first-class passenger rates.

Certified to be a true extract from the minutes of the Company.

C. DRINKWATER, *Secretary.*

MONTREAL, 17th April, 1883.

CANADIAN PACIFIC RAILWAY COMPANY

(WESTERN DIVISION.)

LOCAL FREIGHT Tariff No. 3, taking effect March 10, 1883. Rates include Cartage in Winnipeg on Merchandise, Classes 1, 2, 3, 4 and Special Class 6.

Freight to Stations marked * must be prepaid.

EMERSON SECTION.

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
3	St. Boniface	0 19	0 17	0 14	12	07	14	0 18	05	10 00	21 00	06	\$ cts. 1 00
*12	St. Norbert.	0 22	0 19	0 16	13	03	16	0 21	05½	13 00	23 00	07	1 20
23	Niverville	0 28	0 24	0 20	16	10	20	0 26	06½	18 00	27 00	08½	1 50
31	Otterburne.	0 33	0 28	0 24	19	11½	23	0 30	07½	21 00	31 00	10	1 65
40	Dufrost	0 35	0 30	0 25	20	12	24	0 32	08	22 50	33 00	11	1 70
*48	Arnaud	0 39	0 33	0 28	22	13	26	0 36	09	25 00	37 00	12	1 80
56	Dominion City.....	0 43	0 37	0 30	24	14	28	0 39	10	28 00	41 00	13	1 95
66	Emerson.....	0 47	0 40	0 33	26	15	30	0 41	11	31 50	44 00	13½	2 05
68	St. Vincent.....	0 47	0 40	0 33	26	15	30	0 41	11	31 50	44 00	13½	2 05

RAT PORTAGE SECTION.

9	Bird's Hill.....	0 19	0 17	0 14	12	07	14	0 18	05	10 00	21 00	06	1 00
*16	Gonor.....	0 25	0 22	0 18	15	09	18	0 24	06	16 00	25 00	08	1 45
23	Selkirk.....	0 28	0 24	0 20	16	10	20	0 26	06½	18 00	27 00	08½	1 50
*26	Colville Landing.	0 31	0 27	0 22	18	11	22	0 28	07	19 50	29 00	09	1 60
*32	Tyndall.....	0 33	0 28	0 24	19	11½	23	0 30	07½	21 00	31 00	10	1 65
38	Beausejou	0 35	0 30	0 25	20	12	24	0 32	08	22 50	33 00	11	1 70

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION.)

RAT PORTAGE SECTION—Continued

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
		\$ cts.	\$ cts.	\$ cts.	cts.	cts.	cts.	\$ cts.	cts.	\$ cts.	\$ cts.	cts.	\$ cts.
48	Monmouth.....	0 39	0 33	0 28	22 13	26	0 36	09	25 00	37 00	12	1 80	
58	Shelley.....	9 43	0 37	0 30	24 14	28	0 39	10	28 00	41 00	13	1 95	
64	Whitemouth.....	0 45	0 38	0 31	25 14½	29	0 40	10½	29 50	43 00	13	2 00	
73	Darwin.....	0 49	0 42	0 34	27 15½	31	0 42	11½	33 00	45 00	14	2 10	
84	Rennie.....	0 53	0 45	0 37	29 16½	33	0 45	12½	36 00	47 00	15	2 20	
94	Telford.....	0 57	0 48	0 39	30 17	34	0 47	13½	38 00	49 00	15½	2 30	
*98	Cross Lake.....	0 58	0 49	0 40	31 17½	35	0 48	14	39 00	50 00	16	2 35	
*104	Ingolf.....	0 61	0 52	0 42	33 18	36	0 50	14½	42 00	51 00	17	2 45	
112	Kalmar.....	0 64	0 54	0 44	34 9	38	0 52	15	44 00	52 00	18	2 55	
119	Deception.....	0 64	0 54	0 44	34 19	38	0 52	15	44 00	52 00	18	2 55	
*124	Ostersund.....	0 67	0 57	0 46	35 19½	39	0 54	15½	46 00	54 00	19	2 65	
132	Keewatin.....	0 70	0 59	0 48	37 20	40	0 56	16	48 00	56 00	20	2 75	
135	Rat Portage.....	0 70	0 59	0 48	37 20	40	0 56	16	48 00	56 00	20	2 75	

STONEWALL SECTION.

13	Stony Mountain.....	0 22	0 19	0 16	13 08	16	0 21	05½	13 00	23 00	07	1 20
20	Stonewall.....	0 25	0 22	0 18	15 09	18	0 24	06	16 00	25 00	08	1 45

BRANDON SECTION.

*8	Winnipeg, West.....	0 19	0 17	0 14	12 07	14	0 18	05	10 00	21 00	06	1 00
15	Rosser.....	0 22	0 19	0 16	13 08	16	0 21	05½	13 00	23 00	07	1 20
*22	Meadows.....	0 28	0 24	0 20	16 10	20	0 26	06½	18 00	27 00	08½	1 50
29	Marquette.....	0 31	0 27	0 23	18 11	22	0 28	07	19 50	29 00	09	1 60
35	Reaburn.....	0 33	0 28	0 24	19 11½	23	0 30	07½	21 00	31 00	10	1 65
41	Poplar Point.....	0 37	0 32	0 26	21 12½	25	0 34	08½	24 00	35 00	11½	1 75
49	High Bluff.....	0 39	0 33	0 28	22 13	26	0 36	09	25 00	37 00	12	1 80
56	Portage la Prairie.....	0 43	0 37	0 30	24 14	28	0 39	10	28 00	41 00	13	1 95
64	Burnside.....	0 45	0 38	0 31	25 14½	29	0 40	10½	29 50	43 00	13	2 00
71	Bagot.....	0 49	0 42	0 34	27 15½	31	0 42	11½	33 00	45 00	14	2 10
*79	McGregor.....	0 51	0 43	0 35	28 16	32	0 44	12	34 50	46 00	14½	2 15
85	Austin.....	0 53	0 45	0 37	29 16½	33	0 45	12½	36 00	47 00	15	2 20
93	Sydney.....	0 57	0 48	0 39	30 17	34	0 47	13½	38 00	49 00	15½	2 30
*99	Melbourne.....	0 58	0 49	0 40	31 17½	35	0 48	14	39 00	50 00	16	2 35
106	Carberry.....	0 61	0 52	0 42	33 18	36	0 50	14½	42 00	51 00	17	2 45
114	Sewell.....	0 64	0 54	0 44	34 19	38	0 52	15	44 00	53 00	18	2 55
*122	Douglas.....	0 67	0 57	0 46	35 19½	39	0 54	15½	46 00	54 00	19	2 65
128	Chater.....	0 67	0 57	0 46	35 19½	39	0 54	15½	46 00	54 00	19	2 65
133	Brandon.....	0 70	0 59	0 48	37 20	40	0 56	16	48 00	56 00	20	2 75

Coal rates will also apply for transportation of brick, stone, sand and lime in car loads. Cord wood in quantities, at coal rates, on special conditions. Pressed hay in bales (car loads) at No. 4 special class. Car load rates are for 20,000 lbs.

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

BROADVIEW SECTION.

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
*141	Kenmay.....	0 73	0 62	0 50	39	21	42	0 58	16	50 00	58 00	20	2 85
149	Alexander.....	0 73	0 62	0 50	39	21	42	0 58	16	50 00	58 00	20	2 85
*157	Griswold.....	0 76	0 64	0 52	40	22	44	0 60	16	52 00	60 00	21	2 90
166	Oak Lake.....	0 78	0 66	0 53	41	22½	45	0 62	17	54 00	62 00	21½	2 95
180	Virden.....	0 80	0 68	0 55	42	23	46	0 64	17½	56 00	64 00	22	3 00
*188	Hargrave.....	0 82	0 69	0 56	43	23½	47	0 65	18	58 00	66 00	22½	3 05
197	Elkhorn.....	0 84	0 71	0 58	44	24	48	0 65	18½	60 00	68 00	23	3 10
*211	Fleming.....	0 90	0 76	0 61	47	25	50	0 70	19	64 00	72 00	24	3 30
219	Moosomin.....	0 90	0 76	0 61	47	25	50	0 70	19	64 00	72 00	24	3 30
*226	Red Jacket.....	0 92	0 78	0 63	48	25½	51	0 72	20	65 50	73 50	24½	3 40
235	Wapella.....	0 94	0 79	0 64	49	26	52	0 74	20½	67 00	75 00	25	3 50
*243	Surrows.....	0 96	0 8	0 65	50	26½	53	0 76	20½	68 50	76 50	25½	3 60
249	Whitewood.....	0 96	0 81	0 65	50	26½	53	0 76	20½	68 50	76 50	25½	3 60
*256	Perceval.....	0 98	0 82	0 67	51	27	54	0 78	21	70 00	78 00	26	3 70
264	Broadview.....	1 0	0 84	0 68	52	27½	55	0 80	21½	71 50	79 50	26½	3 75

REGINA SECTION.

*271	Oakshela.....	1 03	0 86	0 69	53	28	56	0 82	22	73 00	81 00	27	3 80
279	Greifell.....	1 03	0 86	0 69	53	28	56	0 82	22	73 00	81 00	27	3 80
*286	Sommerberry.....	1 04	0 87	0 70	54	28½	57	0 83	22½	75 00	83 00	27½	3 85
294	Walseley.....	1 06	0 89	0 72	55	29	58	0 84	23	77 00	85 00	28	3 90
*302	Sintaluta.....	1 09	0 92	0 74	57	29½	59	0 86	23½	79 00	87 00	28½	4 00
312	Indian Head.....	1 11	0 93	0 75	58	30	60	0 88	24	81 00	89 00	29	4 10
324	Qu' Appelle.....	1 13	0 95	0 77	59	30½	61	0 90	24½	82 50	90 50	29½	4 20
*332	McLean.....	1 15	0 97	0 78	60	31	62	0 92	25	84 00	92 00	30	4 30
341	Balgonie.....	1 17	0 98	0 79	61	31½	63	0 94	25	85 50	93 50	30½	4 40
*348	Pilot Butte.....	1 17	0 98	0 79	61	31½	63	0 94	25	85 50	93 50	30½	4 40
357	Regina.....	1 19	1 00	0 80	62	32	64	0 95	25½	87 00	95 00	31	4 50

SWIFT CURRENT SECTION.

*366	Grand Coulee.....	1 21	1 02	0 82	63	32½	65	0 96	26	88 50	96 50	31½	4 55
374	Pense.....	1 23	1 03	0 84	64	33	66	0 97	26½	90 00	98 00	32	4 60
*382	Belle Plaine.....	1 25	1 05	0 85	65	33½	67	0 98	27	92 00	100 00	32½	4 65
391	Pasqua.....	1 27	1 07	0 86	66	34	68	0 99	27½	94 00	102 00	33	4 70
399	Moosejaw.....	1 27	1 07	0 86	66	34	68	0 99	27½	94 00	102 00	33	4 70
*407	Boharm.....	1 29	1 08	0 87	67	34½	69	1 01	28	95 50	103 50	33½	4 80
415	Caron.....	1 31	1 10	0 89	68	35	70	1 03	28½	97 00	105 00	34	4 90
*424	Mortlach.....	1 33	1 12	0 90	69	35½	71	1 05	29	98 50	106 50	34½	5 00
433	Parkbeg.....	1 35	1 13	0 91	70	36	72	1 07	29½	100 00	108 00	35	5 10
*443	Secretan.....	1 37	1 15	0 93	71	36	72	1 09	29½	101 50	109 50	35½	5 20
452	Chaplin.....	1 39	1 17	0 94	72	36½	73	1 10	30	103 00	111 00	36	5 30
*461	Ernfold.....	1 41	1 18	0 95	73	37	74	1 11	30½	104 50	112 50	36½	5 35
471	Morse.....	1 43	1 20	0 97	74	37	74	1 12	31	106 00	114 00	37	5 40
*480	Herbert.....	1 43	1 20	0 97	74	37	74	1 12	31	106 00	114 00	37	5 40
489	Rush Lake.....	1 45	1 22	0 98	75	37½	75	1 13	31½	108 00	116 00	37½	5 45
*500	Waldeck.....	1 47	1 23	0 99	76	38	76	1 14	32	110 00	118 00	38	5 50
511	Swift Current.....	1 52	1 28	1 03	78	39	78	1 18	33	113 50	121 50	39½	5 70

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION.)

MEDICINE HAT SECTION.

Distances.	Between Winnipeg and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
519	Leven	1 52	1 28	1 03	78	39	78	1 18	33	113 50	121 50	39½	5 70
*529	Goose Lake.....	1 57	1 32	1 06	80	40	80	1 22	34½	117 00	125 00	41	5 90
538	Antelope.....	1 57	1 32	1 06	80	40	80	1 22	34½	117 00	125 00	41	5 90
*546	Gull Lake	1 57	1 32	1 06	80	40	80	1 22	34½	117 00	125 00	41	5 90
555	Cypress.....	1 62	1 36	1 09	83	41	82	1 26	35½	120 50	128 50	42	6 10
*566	Sisewood	1 62	1 36	1 09	83	41	82	1 26	35½	120 50	128 50	42	6 10
576	Crane Lake.....	1 66	1 39	1 12	85	42	84	1 29	36½	124 00	132 00	43	6 30
*587	Colley.....	1 66	1 39	1 12	85	42	84	1 29	36½	124 00	132 00	43	6 30
597	Maple Creek	1 66	1 39	1 12	85	42	84	1 29	36½	124 00	132 00	43	6 30
*608	Kincarh.....	1 71	1 44	1 15	87	43	86	1 33	37½	128 00	136 00	44½	6 50
618	Forres.....	1 71	1 44	1 15	87	43	86	1 33	37½	128 00	136 00	44½	6 50
*631	Walsh	1 76	1 47	1 19	90	44	88	1 37	39	132 00	140 00	46	6 70
641	Irvine.....	1 76	1 47	1 19	90	44	88	1 37	39	132 00	140 00	46	6 70
*652	Dunmore.....	1 80	1 51	1 21	92	45	90	1 41	40	136 00	144 00	47	6 90
660	Medicine Hat	1 80	1 51	1 21	92	45	90	1 41	40	136 00	144 00	47	6 90

PEMBINA MOUNTAIN SECTION.

* 3	St. James	0 19	0 17	0 14	12	07	14	0 18	05	10 00	21 00	06	1 00
18	La Salle.....	0 25	0 22	0 18	15	09	18	0 24	06	16 00	25 00	08	1 45
42	Morris	0 37	0 32	0 26	21	12½	25	0 31	08½	24 00	35 00	11½	1 75
55	Pembina Mtn. Junction..	0 41	0 35	0 29	23	13½	27	0 33	09½	26 50	39 00	12½	1 90
69	Gretna.....	0 47	0 40	0 33	26	15	30	0 41	11	31 50	44 00	13½	2 05
* 64	Plum Coulée, tem. sta'n.	0 45	0 38	0 31	25	14½	29	0 40	10½	29 50	43 00	13	2 00
81	Cheval Creek do ...	0 53	0 45	0 37	29	16½	33	0 45	12½	36 00	47 00	15	2 20
* 95	Darlingford.....	0 57	0 48	0 39	30	17	34	0 47	13½	38 00	49 00	15½	2 30
101	Manitoba City, tem. sta'n	0 61	0 52	0 42	33	18	36	0 50	14½	42 00	51 00	17	2 45

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

LOCAL MILEAGE Freight Tariff, between Way Stations. To be applied where no separate tariff is given.

Distances.	Merchandise.				Special Classes.																			
	1 ct. per 100 lbs.		2 cts. per 100 lbs.		3 cts. per 100 lbs.		4 cts. per 100 lbs.		1 ct. per 100 lbs.		2 cts. per barrel.		3 cts. per barrel.		4 cts. per 100 lbs.		\$5 per car.		\$6 per car.		7 cts. per 100 lbs.		Coal, per ton of 2,000 lbs.	
	\$	cts.	\$	cts.	\$	cts.	\$	cts.	cts.	\$	cts.	\$	cts.	\$	cts.	cts.	\$	cts.	\$	cts.	cts.	\$	cts.	\$
10 miles.....	0	15	0	13	0	10	0	08	7	0	14	0	18	5	10	00	13	00	6	1	00			
15 ".....	0	18	0	15	0	12	0	09	8	0	16	0	21	5½	13	00	15	00	7	1	20			
20 ".....	0	21	0	18	0	14	0	11	9	0	18	0	24	6	16	00	17	00	8	1	45			
25 ".....	0	24	0	20	0	16	0	12	10	0	20	0	26	6½	18	00	19	00	8½	1	50			
30 ".....	0	27	0	23	0	18	0	14	11	0	22	0	28	7	19	50	21	00	9	1	60			
35 ".....	0	29	0	24	0	20	0	15	11½	0	23	0	30	7½	21	00	23	00	10	1	65			
40 ".....	0	31	0	26	0	21	0	16	12	0	24	0	32	8	22	50	25	00	11	1	70			
45 ".....	0	33	0	28	0	22	0	17	12½	0	25	0	34	8½	24	00	27	00	11½	1	75			
50 ".....	0	35	0	29	0	24	0	18	13	0	26	0	36	9	25	00	29	00	12	1	80			
55 ".....	0	37	0	31	0	25	0	19	13½	0	27	0	38	9½	26	50	31	00	12½	1	90			
60 ".....	0	39	0	33	0	26	0	20	14	0	28	0	39	10	28	00	33	00	13	1	95			
65 ".....	0	41	0	34	0	27	0	21	14½	0	29	0	40	10½	29	50	35	00	13	2	00			
70 ".....	0	43	0	36	0	29	0	22	15	0	30	0	41	11	31	50	36	00	13½	2	05			
75 ".....	0	45	0	38	0	30	0	23	15½	0	31	0	42	11½	33	00	37	00	14	2	10			
80 ".....	0	47	0	39	0	31	0	24	16	0	32	0	44	12	34	50	38	00	14½	2	15			
85 ".....	0	49	0	41	0	33	0	25	16½	0	33	0	45	12½	36	00	39	00	15	2	20			
90 ".....	0	51	0	43	0	34	0	26	17	0	34	0	46	13	37	00	40	00	15	2	25			
95 ".....	0	53	0	44	0	35	0	26	17	0	34	0	47	13	38	00	41	00	15½	2	30			
100 ".....	0	54	0	45	0	36	0	27	17½	0	35	0	48	13½	39	00	42	00	16	2	35			
110 ".....	0	57	0	48	0	38	0	29	18	0	36	0	50	14½	42	00	43	00	17	2	45			
120 ".....	0	60	0	50	0	40	0	30	19	0	38	0	52	15	44	00	44	00	18	2	55			
130 ".....	0	63	0	53	0	42	0	31	19½	0	39	0	54	15½	46	00	46	00	19	2	65			
140 ".....	0	66	0	55	0	44	0	33	20	0	40	0	55	16	48	00	48	00	20	2	75			
150 ".....	0	69	0	58	0	46	0	35	21	0	42	0	58	16	50	00	50	00	20½	2	85			
160 ".....	0	72	0	60	0	48	0	36	22	0	44	0	60	16½	52	00	52	00	21	2	90			
170 ".....	0	74	0	62	0	49	0	37	22½	0	45	0	62	17	54	00	54	00	21½	2	95			
180 ".....	0	76	0	64	0	51	0	38	23	0	46	0	64	17½	56	00	56	00	22	3	00			
190 ".....	0	78	0	65	0	52	0	39	23½	0	47	0	65	18	58	00	58	00	22½	3	05			
200 ".....	0	80	0	67	0	54	0	40	24	0	48	0	66	18½	60	00	60	00	23	3	10			
210 ".....	0	83	0	69	0	55	0	41	24½	0	49	0	68	19	62	00	62	00	23½	3	20			
220 ".....	0	86	0	72	0	57	0	43	25	0	50	0	70	19½	64	00	64	00	24	3	30			
230 ".....	0	88	0	74	0	59	0	44	25½	0	51	0	72	20	65	50	65	50	24½	3	40			
240 ".....	0	90	0	75	0	60	0	45	26	0	52	0	74	20½	67	00	67	00	25	3	50			
250 ".....	0	92	0	77	0	61	0	46	26½	0	53	0	76	20½	68	50	68	50	25½	3	60			
260 ".....	0	94	0	78	0	63	0	47	27	0	54	0	78	21	70	00	70	00	26	3	70			
270 ".....	0	96	0	80	0	64	0	48	27½	0	55	0	80	21½	71	50	71	50	26½	3	75			
280 ".....	0	99	0	82	0	65	0	49	28	0	56	0	82	22	73	00	73	00	27	3	80			
290 ".....	1	00	0	83	0	66	0	50	28½	0	57	0	83	22½	75	00	75	00	27	3	85			
300 ".....	1	02	0	85	0	68	0	51	29	0	58	0	84	23	77	00	77	00	28	3	90			
310 ".....	1	05	0	88	0	70	0	53	29½	0	59	0	86	23½	79	00	79	00	28½	4	00			
320 ".....	1	07	0	89	0	71	0	54	30	0	60	0	88	24	81	00	81	00	29	4	10			
330 ".....	1	09	0	91	0	73	0	55	30½	0	61	0	90	24½	82	50	82	50	29½	4	20			
340 ".....	1	11	0	93	0	74	0	56	31	0	62	0	92	25	84	00	84	00	30	4	30			
350 ".....	1	13	0	94	0	75	0	57	31½	0	63	0	94	25	85	50	85	50	30½	4	40			
360 ".....	1	15	0	96	0	76	0	58	32	0	64	0	95	25½	87	00	87	00	31	4	50			
370 ".....	1	17	0	98	0	78	0	59	32½	0	65	0	96	26	88	50	88	50	31½	4	55			
380 ".....	1	19	0	99	0	80	0	60	33	0	66	0	97	26½	90	00	90	00	32	4	60			
390 ".....	1	21	0	101	0	81	0	61	33½	0	67	0	98	27	92	00	92	00	32½	4	65			
400 ".....	1	23	0	103	0	82	0	62	34	0	68	0	99	27½	94	00	94	00	33	4	70			
410 ".....	1	25	0	104	0	83	0	63	34½	0	69	0	101	28	95	50	95	50	33½	4	80			
420 ".....	1	27	0	106	0	85	0	64	35	0	70	0	103	28½	97	00	97	00	34	4	90			
430 ".....	1	29	0	108	0	86	0	65	35½	0	71	0	105	29	98	50	98	50	34½	5	00			

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION—Continued.)

LOCAL MIDGEAGE Freight Tariff, between Way Stations, &c.—Continued.

Distances.	Merchandise.				Special Classes.							
	1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per barrel.	3 cts. per barrel.	4 cts. per 100 lbs.	\$5 per car.	\$5 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
440 miles.....	1 31	1 09	0 87	0 66	36	0 72	1 07	29½	100 00	100 00	35	5 10
450 ".....	1 33	1 11	0 89	0 67	36	0 72	1 09	29½	101 50	101 50	35½	5 20
460 ".....	1 35	1 13	0 90	0 68	36½	0 73	1 00	30	103 00	103 00	35	5 30
470 ".....	1 37	1 14	0 91	0 69	37	0 74	1 11	30½	104 50	104 50	36½	5 35
480 ".....	1 39	1 16	0 93	0 70	37	0 74	1 12	31	106 00	106 00	37	5 40
490 ".....	1 41	1 18	0 94	0 71	37½	0 75	1 13	31½	108 00	108 00	37½	5 45
500 ".....	1 43	1 19	0 95	0 72	38	0 76	1 14	32	110 00	110 00	38	5 50
525 ".....	1 48	1 24	0 99	0 74	39	0 78	1 18	33	113 50	113 50	39½	5 70
550 ".....	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
575 ".....	1 58	1 32	1 05	0 79	41	0 82	1 26	35½	120 50	120 50	42	6 10
600 ".....	1 62	1 35	1 08	0 81	42	0 84	1 29	36½	124 00	124 00	43	6 30
625 ".....	1 67	1 40	1 11	0 83	43	0 86	1 33	37½	128 00	128 00	44½	6 50
650 ".....	1 72	1 43	1 15	0 86	44	0 88	1 37	39	132 00	132 00	46	6 70
675 ".....	1 76	1 47	1 17	0 88	45	0 90	1 41	40	136 00	136 00	47	6 90
700 ".....	1 80	1 50	1 20	0 90	46	0 92	1 44	41	140 00	140 00	48	7 10
725 ".....	1 85	1 54	1 23	0 93	47	0 94	1 48	42	143 50	143 50	49½	7 25
750 ".....	1 89	1 58	1 26	0 94	48	0 96	1 52	43	147 00	147 00	51	7 50
775 ".....	1 93	1 61	1 29	0 97	48½	0 97	1 56	44	150 00	150 00	52	7 75
800 ".....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00
825 ".....	2 01	1 68	1 34	1 0	50	1 00	1 63	46	156 00	156 00	54½	8 25
850 ".....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	55	8 50
875 ".....	2 09	1 74	1 40	1 04	51½	1 03	1 71	48	163 00	163 00	57	8 75
900 ".....	2 13	1 78	1 42	1 06	52	1 04	1 74	49	166 00	166 00	58	9 00
925 ".....	2 17	1 81	1 45	1 08	53	1 06	1 78	50	170 00	170 00	59½	9 25
950 ".....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50
975 ".....	2 25	1 88	1 50	1 12	54½	1 00	1 86	52	177 00	177 00	62	9 75
1,000 ".....	2 28	1 90	1 52	1 14	55	1 10	1 89	52½	180 00	180 00	63	10 00

• When rates are not shown in the table, the rates given for the next greater distance should be used.

CANADIAN PACIFIC RAILWAY COMPANY.—Continued.

(WESTERN DIVISION.)

FREIGHT TARIFF, taking effect 11th June, 1883.

PORT ARTHUR SECTION.

Distance.	Between Port Arthur and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per bbl.	3 cts. per bbl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal per ton, of 2,000 lbs.
6	Fort William.....	0 15	0 13	0 10	0 08	07	0 14	0 18	05	10 00	13 00	06	1 00
19	Murrillo.....	0 21	0 18	0 14	0 11	09	0 18	0 24	06	16 00	17 00	08	1 45
29	Kaministiquai.....	0 27	0 23	0 18	0 14	11	0 22	0 28	07	19 50	21 00	09	1 60
38	Finmark.....	0 31	0 26	0 21	0 16	12	0 24	0 32	08	22 50	25 00	11	1 70
45	*Buda.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
56	Nordland.....	0 39	0 33	0 26	0 10	14	0 28	0 39	10	28 00	33 00	13	1 95
66	*Linkoping.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
76	Savanne.....	0 47	0 39	0 31	0 24	16	0 32	0 44	12	34 50	38 00	14½	2 15
86	Upsala.....	0 51	0 43	0 34	0 26	17	0 34	0 46	13	37 00	40 00	15	2 25
95	*Carlstad.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
105	Bridge River.....	0 57	0 48	0 38	0 29	18	0 36	0 50	14½	42 00	43 00	17	2 45
117	English River.....	0 60	0 50	0 40	0 30	19	0 38	0 52	15	44 00	44 00	18	2 55
125	*Martin.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
135	Bonheur.....	0 66	0 55	0 44	0 33	20	0 40	0 56	16	48 00	48 00	20	2 75
146	*Falcon.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

WABIGOON SECTION.

154	Ignace.....	0 72	0 60	0 48	0 36	22	0 44	0 60	16½	52 00	52 00	21	2 90
162	*Cutler.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
172	Raleigh.....	0 76	0 64	0 51	0 38	23	0 46	0 64	17½	56 00	56 00	22	3 00
182	*Pache.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
191	*Victor.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
204	Wabigoon.....	0 83	0 69	0 55	0 41	24½	0 49	0 68	19	62 00	62 00	23½	3 20
211	Barclay.....	0 86	0 72	0 57	0 43	25	0 50	0 70	19½	64 00	64 00	24	3 30
222	Oxtrilt.....	0 88	0 74	0 59	0 44	25½	0 51	0 72	20	65 50	65 50	24½	3 40
233	Fagle River.....	0 90	0 75	0 50	0 45	26	0 52	0 74	20½	67 00	67 00	25	3 50
243	Vermillion Bay.....	0 92	0 77	0 61	0 46	26½	0 53	0 76	20½	68 50	68 50	25½	3 60
251	*Gilbert.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
261	Parrywood.....	0 96	0 80	0 64	0 48	27½	0 55	0 80	21	71 50	71 50	26½	3 75
267	*Summit.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
274	Hawk Lake.....	0 99	0 82	0 65	0 49	28	0 56	0 82	22	73 00	73 00	27	3 80
292	Rossland.....	1 02	0 85	0 68	0 51	29	0 58	0 84	23	77 00	77 00	28	3 90

RAT PORTAGE SECTION.

300	Rat Portage.....	1 02	0 85	0 68	0 51	29	0 58	0 84	23	77 00	77 00	28	3 90
303	Keewatin.....	1 05	0 88	0 70	0 53	29½	0 59	0 86	23½	79 00	79 00	28½	4 00
311	*Ostersund.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
316	Deception.....	1 07	0 89	0 71	0 54	30	0 60	0 88	24	81 00	81 00	29	4 10
323	Kalmar.....	1 09	0 91	0 73	0 55	30½	0 61	0 90	24½	82 50	82 50	29½	4 20
331	*Ingolf.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

CANADIAN PACIFIC RAILWAY COMPANY—Continued.
(WESTERN DIVISION.)
FREIGHT Tariff taking effect 11th June, 1883.

RAT PORTAGE SECTION—Concluded.

Distances.	Between Port Arthur and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per brl.	3 cts. per brl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
337	*Cross Lake.....												
341	Telford.....	1 13	0 94	0 75	0 57	31 $\frac{1}{2}$	0 63	0 94	25	85 50	85 50	30 $\frac{1}{2}$	4 40
351	Renn e.....	1 15	0 96	0 76	0 58	32 $\frac{1}{2}$	0 64	0 95	25 $\frac{1}{2}$	87 50	87 50	31	4 50
362	Darwin.....	1 17	0 98	0 78	0 59	32 $\frac{1}{2}$	0 65	0 96	26	88 50	88 50	31 $\frac{1}{2}$	4 55
371	Whitemouth.....	1 19	0 99	0 80	0 60	33	0 66	0 97	26 $\frac{1}{2}$	90 00	90 00	32	4 60
377	Shelley.....	1 19	0 99	0 80	0 60	33	0 66	0 97	26 $\frac{1}{2}$	90 00	90 00	32	4 60
387	Monmouth.....	1 21	1 01	0 81	0 61	33 $\frac{1}{2}$	0 67	0 98	27	92 00	92 00	32 $\frac{1}{2}$	4 65
397	Beausejour.....	1 23	1 03	0 82	0 62	34	0 68	0 99	27 $\frac{1}{2}$	94 00	94 00	33	4 70
403	*Tyndall.....												
415	*Colville Landing.....												
412	Selkirk.....	1 27	1 06	0 85	0 64	35	0 70	1 03	28 $\frac{1}{2}$	97 00	97 00	34	4 90
419	*Gonor.....												
426	Birds Hill.....	1 29	1 08	0 86	0 65	35 $\frac{1}{2}$	0 71	1 05	29	98 50	98 50	34 $\frac{1}{2}$	5 00
435	†Winnipeg (see foot note)	1 35	1 13	0 91	0 70	36	0 72	1 07	29 $\frac{1}{2}$	100 00	100 00	35	5 10

EMERSON SECTION.

438	St. Boniface.....	1 29	1 07	0 85	0 65	35 $\frac{1}{2}$	0 71	1 06	29 $\frac{1}{2}$	100 00	100 00	35	5 10
447	*St. Norbert.....												
458	Niverville.....	1 21	1 01	0 80	0 61	33 $\frac{1}{2}$	0 67	1 00	28 $\frac{1}{2}$	99 00	107 00	34	5 25
466	Otterburne.....	1 18	0 98	0 79	0 59	33	0 66	0 97	28	97 00	04 00	33 $\frac{1}{2}$	5 30
475	Dufrost.....	1 14	0 95	0 75	0 57	32	0 64	0 93	27	94 00	100 00	31 $\frac{1}{2}$	5 35
483	*Arnaud.....												
491	Dominion City.....	1 04	0 87	0 69	0 53	29	0 53	0 86	25	86 50	94 00	29	5 40
501	Emerson.....	1 03	0 86	0 68	0 52	28	0 56	0 84	25	85 00	93 00	28 $\frac{1}{2}$	5 30

STONEWALL SECTION.

448	Stony Mountain.....	1 33	1 11	0 89	0 67	36 $\frac{1}{2}$	0 72	1 09	29 $\frac{1}{2}$	101 50	101 50	35 $\frac{1}{2}$	5 20
455	Stonewall.....	1 35	1 13	0 90	0 68	36 $\frac{1}{2}$	0 73	1 10	30	103 00	103 00	36	5 30

PEMBINA MOUNTAIN SECTION.

438	*St James.....												
453	La Salle.....	1 23	1 02	0 82	0 62	34	0 68	1 02	29	100 00	109 00	34 $\frac{1}{2}$	5 20
477	Morris.....	1 15	0 96	0 76	0 58	32	0 64	0 94	27	94 50	101 00	31 $\frac{1}{2}$	5 35
490	Pembina Mtn. Junction...	1 06	0 84	0 70	0 53	29	0 58	0 87	25 $\frac{1}{2}$	88 00	95 00	29 $\frac{1}{2}$	5 45
504	Gretna.....	1 03	0 86	0 68	0 52	28	0 56	0 84	25	85 00	93 00	28 $\frac{1}{2}$	5 30
499	*Plum Goulée } Tempor-												
516	Cheval Creek } ary Stn.	{ 1 19	{ 0 99	{ 0 79	{ 0 60	{ 33	{ 0 66	{ 0 93	{ 28	{ 97 50	{ 105 00	{ 32 $\frac{1}{2}$	{ 5 65
530	*Darlingford.....												
536	Manitoba City, Temporary Station.....	1 27	1 06	0 84	0 64	35	0 70	1 05	30	103 00	113 00	35 $\frac{1}{2}$	5 80

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

FREIGHT Tarrif, taking effect 11th June, 1883—Continued.

BRANDON SECTION.

Distance.	Between Port Arthar and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	3 cts. per brl.	3 cts. per brl.	4 cts. per 100 lbs.	\$5 per car.	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
443	Winnipeg, West.....												
450	Rosser.....	1 33	1 11	0 89	0 67	36	0 72	1 09	29½	101 50	101 50	35½	5 20
457	*Meadows.....												
464	Marquette.....	1 37	1 14	0 91	0 69	37	0 74	1 11	30½	104 50	104 50	36½	5 34
470	Reaburn.....	1 37	1 14	0 91	0 69	37	0 74	1 11	30½	104 50	104 50	36½	5 35
476	Poplar Point.....	1 39	1 16	0 93	0 70	37	0 74	1 12	31	106 00	106 00	37	5 40
484	High Bluff.....	1 41	1 18	0 94	0 71	37½	0 75	1 13	31½	108 00	108 00	37½	5 45
491	Portage la Prairie.....	1 43	1 19	0 95	0 72	38	0 76	1 14	32	110 00	110 00	38	5 50
499	Burnside.....	1 43	1 19	0 95	0 72	38	0 76	1 14	32	110 00	110 00	38	5 50
506	Bagot.....	1 48	1 24	0 99	0 74	39	0 78	1 18	33	113 50	113 50	39½	5 70
514	*McGregor.....												
520	Austin.....	1 48	1 24	0 99	0 74	39	0 78	1 18	33	113 50	113 50	39½	5 70
528	Sydney.....	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
534	*Melbourne.....												
541	Carberry.....	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
549	Sewell.....	1 53	1 28	1 02	0 76	40	0 80	1 22	34½	117 00	117 00	41	5 90
557	*Douglas.....												
563	Chater.....	1 58	1 32	1 05	0 79	41	0 82	1 26	35½	120 50	120 50	42	6 10
568	Brandon.....	1 58	1 32	1 05	0 79	41	0 82	1 26	35½	120 50	120 50	42	6 10

BROADVIEW SECTION.

576	*Kenmay.....												
584	Alexander.....	1 62	1 35	1 08	0 81	42	0 84	1 20	36½	124 00	124 00	43	6 30
592	*Griswold.....												
601	Oak Lake.....	1 67	1 40	1 11	0 83	43	0 86	1 33	37½	128 00	128 00	44½	6 50
615	Virden.....	1 67	1 40	1 11	0 83	43	0 86	1 33	37½	128 00	128 00	44½	6 50
623	*Hargrave.....												
632	Elkhorn.....	1 72	1 43	1 15	0 86	44	0 88	1 37	39	132 00	132 00	46	6 70
646	*Fleming.....												
654	Moosomin.....	1 76	1 47	1 17	0 88	45	0 90	1 41	40	136 00	136 00	47	6 90
661	*Red Jacket.....												
670	Wapella.....	1 76	1 47	1 17	0 88	45	0 90	1 41	40	136 00	136 00	47	6 90
678	*Burrows.....												
684	Whitewood.....	1 80	1 50	1 20	0 90	46	0 92	1 44	41	140 00	140 00	48	7 10
691	*Perceval.....												
699	Broadview.....	1 80	1 50	1 20	0 90	46	0 92	1 44	41	140 00	140 00	48	7 10

REGINA SECTION.

706	*Oakshela.....												
714	Grenfell.....	1 85	1 54	1 23	0 93	47	0 94	1 48	42	143 50	143 50	49½	7 25
721	*Summerberry.....												
729	Wolseley.....	1 89	1 58	1 26	0 94	48	0 96	1 52	43	147 00	147 00	51	7 50
737	*Sintaluta.....												
747	Indian Head.....	1 89	1 58	1 26	0 94	48	0 96	1 52	43	147 00	147 00	51	7 50
759	Qu'Appelle.....	1 93	1 61	1 29	0 97	49½	0 97	1 56	44	150 00	150 00	52	7 75
767	McLean.....												

CANADIAN PACIFIC RAILWAY COMPANY—Continued.

(WESTERN DIVISION.)

FREIGHT Tariff taking effect 11th June, 1883.

REGINA SECTION—Concluded.

Distances.	Between Port Arthur and	Merchandise.				Special Classes.							
		1 ct. per 100 lbs.	2 cts. per 100 lbs.	3 cts. per 100 lbs.	4 cts. per 100 lbs.	1 ct. per 100 lbs.	2 cts. per brl.	3 cts. per brl.	4 cts. per 100 lbs.	\$5 per car	\$6 per car.	7 cts. per 100 lbs.	Coal, per ton of 2,000 lbs.
776	Balgonie.....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00
783	*Pilot Butte.....												
792	Regina.....	1 97	1 64	1 31	0 99	49	0 98	1 59	45	153 00	153 00	53	8 00

SWIFT CURRENT SECTION.

801	*Grand Coulee.....												
809	Pense.....	2 01	1 68	1 34	1 00	50	1 00	1 63	46	156 00	156 00	54½	8 25
817	*Belle Plaine.....												
826	Pasqua.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
834	Moose Jaw.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
842	*Boharm.....												
850	Caron.....	2 05	1 71	1 37	1 02	51	1 02	1 67	47	159 50	159 50	56	8 50
859	*Mortlach.....												
863	Parkbeg.....	2 09	1 74	1 40	1 04	51½	1 03	1 71	48	163 00	163 00	57	8 75
878	*Secretan.....												
887	Chaplin.....	2 13	1 78	1 42	1 06	52	1 04	1 74	49	166 00	166 00	58	9 00
896	*Ernfold.....												
906	Morse.....	2 17	1 81	1 45	1 08	53	1 06	1 78	50	170 00	170 00	59½	9 25
915	*Herbert.....												
924	Rush Lake.....	2 17	1 81	1 45	1 03	53	1 06	1 78	50	170 00	170 00	59½	9 25
935	*Waldeck.....												
946	Swift Current.....	2 21	1 84	1 47	1 10	54	1 08	1 82	51	173 50	173 50	61	9 50

MEDICINE HAT SECTION.

954	Leven.....	2 25	1 88	1 50	1 12	54½	1 09	1 86	52	177 00	177 00	62	9 75
964	*Goose Lake.....												
973	Antelope.....	2 25	1 88	1 50	1 12	54½	1 09	1 86	52	177 00	177 00	62	9 75
981	*Gull Lake.....												
990	Cypress.....	2 28	1 90	1 52	1 14	55	1 10	1 89	52½	180 00	180 00	63	10 00
1001	*Sidewood.....												
1011	Crane Lake.....	2 32	1 93	1 54	1 16	56	1 12	1 93	53	183 00	183 00	64½	10 10
1022	*Colley.....												
1032	Maple Creek.....	2 36	1 96	1 56	1 18	57	1 14	1 97	54	187 00	187 00	66	10 30
1043	*Kincarth.....												
1053	Forres.....	2 39	1 99	1 58	1 20	57½	1 15	2 01	55	191 00	191 00	67	10 50
1066	*Walsh.....												
1076	Irvine.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 75
1087	*Dunmore.....												
1095	Medicine Hat.....	2 42	2 01	1 61	1 21	58	1 16	2 04	56	194 00	194 00	68	10 95

NOTE.—Rates to Winnipeg include cartage on merchandise, Classes 1, 2, 3 and 4, and Special Class 6.

* No Agent. Way bill to station next beyond.

Car load rates are for 20,000 lbs.

Coal rates will also apply for transportation of brick, stone, sand and lime, in car loads.

Pressed hay, in bales (car loads), at Special Class 4 rates.

Emigrants and settlers' effects coming into Manitoba and the North-West will be carried at one-half Special Class 6, in car loads. In less than car loads one-half first-class rates.

CANADIAN PACIFIC RAILWAY COMPANY (WESTERN DIVISION).

SPECIAL East-Bound Grain Tariff, in effect January 5th, 1884—Rates in Cents per 100 Lbs.

To Port Arthur or Fort William.		From		To St. Vincent.		To Port Arthur or Fort William.		From		To St. Vincent.		Remarks.	
Distances.	Rates.	Distances.	Rates.	Distances.	Rates.	Distances.	Rates.	Distances.	Rates.	Distances.	Rates.	Distances.	Rates.
435	28c.	Winipeg.....	14c.	68	36½	Wapella.....	26c.	303					
438	28	St. Boniface.....	13	65	37	White wood.....	27	317					
453	29	Niverville.....	12	45	37½	Broadview.....	27	332					
466	30	Otterburne.....	11	37	38	Grenfell.....	28	347					
475	31	Dufrost.....	10	28	38½	Wolseley.....	29	362					
483	32	Arnaud.....	9	20	39	Indian Head.....	30	380					
491	33	Dominion City.....	8	12	39½	Qu'Appelle.....	30	392					
501	34	Emerson.....	5	2	40	Kalgonie.....	31	409					
477	30	Morris.....	477	792	40	Regina.....	33	425					
490	32	Rosenfeldt.....	490	809	41	Pense.....	33	442					
504	34	Gretna.....	.....	834	41½	Moosejaw.....	33	467					
516	30	Morden.....	.....	850	42	Caron.....	34	483					
533	30	Darlingford.....	.....	868	43	Parkbeg.....	34	501					
539	30	Manitou.....	.....	887	44	Chaplin.....	34½	520					
455	29	Stonewall.....	16	88	45	Morse.....	35	539					
450	28	Rosser.....	15	83	46	Rush Lake.....	35	557					
461	23½	Marquette.....	17	97	46	Swift Current.....	35½	579					
470	29	Reburn.....	17½	103	47	Levent.....	36	587					
476	29	Poplar Point.....	17½	109	48	Antelope.....	36	606					
481	29½	High Bluff.....	18	117	49	Cypress.....	36½	623					
491	30	Portage la Prairie.....	18	124	50	Crane Lake.....	37	665					
499	30	Burnside.....	19	132	51½	Maple Creek.....	37	665					
506	30	Bagot.....	19	139	52½	Forres.....	37	686					
520	31	Austin.....	19½	153	53½	Irvine.....	38	709					
528	31	Sydney.....	20	161	54½	Medicine Hat.....	38½	728					
541	32	Carberry.....	21	174	55	Stair.....	39	737					
549	32	Sewell.....	21½	182	56	Langevin.....	39	763					
563	33	Chater.....	22½	196	57½	Bantry.....	40	791					
568	33	Brandon.....	23	201	58½	Southeast.....	40	809					
584	34	Alexander.....	24	217	61	Glerchen.....	42	853					
601	35	Oak Lake.....	24½	231	62	Namaka.....	43	862					
615	36	Virten.....	25	248	63	Langdon.....	44	898					
632	36	Elkhorn.....	25½	265	63	Calgary.....	45	908					
654	36½	Moosomin.....	25½	287									

For shipments from any Station not shown in this Tariff, use the figures for the Station next beyond.

W. C. VAN HORNE,
General Manager.

J. M. EGAN,
General Superintendent.

W. M. HARDER,
Asst. Traffic Manager.

OTTAWA, 13th June, 1883.

SIR,—I am directed to forward, for your information a copy of an Order in Council passed on the 28th ult., approving of the tariff of freight and passenger fares and tolls established by the by-law of the Canadian Pacific Railway Company, No. 56, passed on the 16th of April, for use on the Western Division of their road, and its branches, which by-law was submitted for the purpose in accordance with the 9th sub-section of section 17, of the Consolidated Railway Act of 1879.

I am to direct your attention to the provisions of the same section, calling for two weekly publications of _____ in the *Canada Gazette*, of the by-law establishing and of the Order in Council approving of such tolls, and further for the exhibition of the said tolls in printed form in all places where they are to be enforced.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Secretary C. P. R. Co.

CANADIAN PACIFIC RAILWAY BY-LAWS.

Adopted at a Meeting of the Board of Directors, held on 6th June, 1883, and confirmed at the adjourned Annual Meeting of Shareholders, held on 8th June, 1883.

THE SHAREHOLDERS.—Chairman at Shareholders' Meeting.

1. At all meetings of shareholders, the President, in his absence, the Vice-President, and in the absence of both, some shareholder appointed by the meeting, shall take the chair; and the Secretary, or, in his absence, some shareholder appointed by the meeting, shall act as Secretary.

Annual Statement.

2. At each annual meeting of shareholders, a statement of the affairs of the Company shall be submitted to the shareholders by the Board of Directors.

Special Meetings of Shareholders.

3. A special meeting of shareholders may be called at any time by the Board of Directors; or by the President or any three Directors, on the requisition, in writing, of shareholders holding one-fourth of the shares of the stock of the Company.

Notice of Shareholders' Meetings.

4. No notice of any meeting of shareholders shall be required, other than such as is provided by the charter.

THE BOARD OF DIRECTORS.—Number of Directors.

5. The Board of Directors shall be twelve in number, and shall be qualified as provided by the charter; and at the first meeting of the Board of Directors after each election, they shall elect from their own number a President and two Vice-Presidents for the ensuing year, one of which Vice-Presidents shall be called the First Vice-President and the other of them the Second Vice-President.

Directors to Appoint Officers.

6. The Board of Directors shall appoint a Secretary and a Treasurer, and such other officers and agents as they may deem necessary.

Board to Meet on Tuesday of Every Week.

7. The Board of Directors shall meet without notice on Tuesday of every week at twelve o'clock noon, at the principal office of the Company; but if such day should be a public holiday, such meeting shall be held on the day following. And at any such meeting, business may be transacted by a quorum of the Board in the same manner and with the same validity as if such meeting had been specially called, and notice thereof duly given.

President can call Special Meetings.

8. The President, or any two of the Directors of the Company, may at any time call a special meeting of the Board, to be held at such time and at such lawful place, as shall be mentioned in the notice of such meeting. And the object of such special meeting shall be stated in a summary manner in the notice calling the same.

Special Meetings of Board of Directors.

9. The first meeting of the Board of Directors, after their election in each year, shall be held for the election of officers, at the office of the Company, on the day of such election, immediately upon the adjournment of the meeting of shareholders, at which such election shall have taken place; and notice of every other special meeting of the Board of Directors, to be held at Montreal, specifying the time and place of such meeting, and intimating in general terms, the business to be dealt with thereat, shall be given by the Secretary, or by any two directors, by circular, addressed to the last known domicile of each Director resident in Canada or the United States, and to the last known domicile in Canada or the United States, of the proxy of each Director resident elsewhere; or to any address registered with the Secretary of the Company by any Director, for the purposes of such notices; such circular to be mailed, with the postage paid thereon, at least two clear days before such meeting.

Meetings may be held in London.

10. The business of the Company may be transacted, and the Board of Directors and the shareholders of the Company, respectively, may hold meetings for that purpose, within the meaning of the charter, at the office of the Company, 101 Canon street, in the City of London, in England; and all by-laws enacted, resolutions passed, and business transacted at any meeting or adjourned meeting of the Board of Directors, or of the shareholders, held at the said place, shall be as valid, and as binding upon the Company, as if such meetings, respectively, were held at the chief place of business of the Company in Montreal.

Notices of Meetings to be held in London.

11. Notice of every meeting of Directors to be held at any place in the City of London, in England, shall be given by a notice signed by the Secretary of the Company, and posted to each Director, addressed to him at his ordinary residence, or at any other place to which he shall have notified the Secretary, in writing, to address such notices; and if all the Directors are then in Europe, or if those absent from Europe have notified the Secretary in writing of an address in Europe to which such notices may be sent, such notices may be posted in London at any time not less than four days before the day fixed for such meeting. But otherwise, if such notices be issued at Montreal, they shall be posted at least twenty-one days before the day fixed for such meeting; or if they shall be issued at London aforesaid, they shall be posted at least one calendar month before the day fixed for such meeting; and such notices shall specify, in general terms, the nature of the business, for the transaction of which such meeting is called.

Meetings may be held in New York.

12. The business of the Company may be transacted, and the Board of Directors and the shareholders of the Company, respectively, may hold meetings for that purpose, within the meaning of the charter, at the office or place of business of Messrs. J. S. Kennedy and Company, in the City of New York, in the State of New York, being at No. 63 of William street, in the said City of New York. And all by-laws enacted, resolutions passed, and business transacted at any meeting, or adjourned meeting, of the Board of Directors, or of the shareholders, held at the said place, shall be as valid and as binding upon the Company as if such meetings, respectively, were held at the chief place of business of the Company in Montreal. And notices of meet-

ings of Directors or of shareholders, as the case may be, to be held at the said place in the said City of New York, shall be given in the manner provided by the by-laws with respect to the meetings of shareholders, or of Directors, respectively, to be held at the City of Montreal.

Meetings may be held in Winnipeg.

13. The business of the Company may be transacted, and the Board of Directors and the shareholders of the Company, respectively, may hold meetings for that purpose, within the meaning of the charter, at the City of Winnipeg, in the Province of Manitoba, at the offices occupied by the Company in Main street, in the said City of Winnipeg. And all by-laws enacted, resolutions passed, and business transacted at any meeting, or adjourned meeting, of the Board of Directors, or of the shareholders held at the said place, shall be as valid and as binding on the Company as if such meetings, respectively, were held at the chief place of business of the Company in Montreal. And notices of meetings of shareholders, and of Directors, respectively, to be held at the City of Winnipeg, shall be given in the manner provided in the charter and by laws for notices of meetings of shareholders and of Directors, respectively, to be held in the City of Montreal, except that notices of meetings of Directors to be held in the said City of Winnipeg, shall be mailed eight clear days before such meeting.

Minute book to be kept.

14. The proceedings of the board shall be recorded by the secretary in a minute book kept for the purpose. The reading and consideration of the minutes of the last previous meeting of the Board shall be first in the order of business at every meeting of the Board; and, upon the confirmation of such minutes, with or without amendment, the presiding Director shall sign, and the Secretary shall countersign, the same.

Executive Committee.

15. The business of the Company, during the intervals of the meetings of the Board of Directors, shall be transacted by the executive officers of the Company, with the advice and under the direction of the Executive Committee, who shall perform the duties hereinafter designated; and select committees of the Board may, from time to time, be created for special purposes.

Books, &c., to be open to Directors.

16. All books, accounts, letters and papers appertaining to the business of the Company in possession of any officer, agent, or employee of the Company, shall at all times be open and subject to the examination of any member of the Board of Directors, and also of the executive officers; and all letters and other papers so appertaining, received by the Secretary or Treasurer, shall be submitted to the Board and to the president.

Executive Committee appointed by Directors.

17. The Executive Committee shall be appointed and organized by the Directors appointed by the charter of the Company, and afterwards by the Directors annually, after each annual meeting of shareholders, and shall hold office until the next following annual meeting. It shall consist of three Directors, in addition to the President, of whom two members shall be sufficient to constitute a quorum for the transaction of business. They shall meet from time to time, when called together by the chairman thereof, or by any two of their members, of which meetings notice shall be given by the Secretary, by a circular mailed at least twenty-four hours before the time of meeting. They shall appoint a chairman from among themselves, and shall be vested with all the ordinary powers of the Board of Directors, during the intervals of the meetings thereof, subject to the instructions of the Board and to the ratification of their action by the Board at the next meeting thereof. And for that purpose minutes of their proceedings shall be recorded in a minute book to be kept by the

Secretary, who shall attend the meetings of the executive committee; and such minutes shall be submitted to the next following meeting of the Board of Directors, whether weekly or special; and the consideration of such minutes shall be second in order of business at every such meeting.

Duties of Executive Committee.

18. The duties of the Executive Committee shall be as follows:—To supervise all such business as is not entrusted to a special committee, and all receipts and disbursements; to devise the necessary ways and means to meet all payments as they become due; to audit and certify all accounts for the expenses of the general office of the Company; to supervise the books, accounts and vouchers of the Company, and to give directions, as far as they shall deem necessary, as to the manner in which the books, accounts, &c., shall be kept; to examine, at least once a month, the accounts of the Treasurer, and to report the results of such examinations regularly at each monthly meeting of the Board, or oftener, if they think proper; and to examine and pronounce upon all contracts negotiated by the executive officers of the Company, before being executed, except in cases where the same have been previously referred to a special committee or to an officer of the Company, with power to dispose thereof.

PRESIDENT AND VICE PRESIDENT.

The President.

19. The President shall be the chief executive officer of the Company, and exercise general control over all its affairs, its officers and employees, and cause the business of the Company to be duly and efficiently carried on, in conformity with the charter and by-laws, and with the directions of the Board. He shall preside at all meetings of shareholders. He shall sign all contracts, agreements and documents approved by the Board, except where the execution of such instruments is otherwise provided for by them. He shall countersign all cheques drawn by the Treasurer or Assistant-Treasurer. He shall sign all scrip certificates of stock or shares. But no deed of sale or conveyance of any real property of the Company shall be made, until it has been expressly authorized by vote of the Board of Directors; excepting always lands granted to the Company, and intended for sale, which lands shall be sold and conveyed according to the regulations in that behalf made. And he shall perform such other general or executive duties not otherwise provided for, as usually devolve upon the presiding officers of incorporated companies.

20. In the absence of the President, the Vice-Presidents or either of them, shall perform the functions and duties of the President.

Power of President.

21. The President shall have power, with the concurrence of the Executive Committee, to negotiate contracts during the intervals of the meetings of the Board, the same being subject to approval, as herein provided.

President may suspend powers of Officers.

22. The President may, in his discretion, at any time during the intervals of the meetings of the Board of Directors, suspend the powers of any officer or employee of the Company until the next meeting of the Board, when he shall report to the Board the fact, and the cause for such suspension.

Vacancy in Office of the President.

23. In case a vacancy occurs in the office of President, the same shall be filled by the Board of Directors without unnecessary delay, but notice of the intention to fill such vacancy shall be given to the Directors, in the manner herein provided for the calling of special meetings of the Board.

GENERAL MANAGER.

24. The General Manager shall be appointed by the Board; and shall be the chief executive officer of the Company, next after the President and Vice-Presidents. He shall have authority to manage and conduct the work of construction, the operation of the lines of the Company, and the business incidental thereto generally; subject, from time to time, to the directions of the Board. He shall appoint the officers of the Company, except such as shall be appointed by the Board; and they shall be responsible to him and subject to suspension or dismissal by him.

And in the absence of the President and Vice-Presidents, he shall have the power to countersign cheques drawn by the Treasurer or Assistant-Treasurer.

Duties of Secretary.

25. The Secretary shall attend all meetings of shareholders, and of the Board, and shall record the minutes of all their proceedings at length, in books provided for the purpose. He shall attend the meeting, of the Executive Committee, keep the record of their proceedings, and submit the same to the Board at each meeting thereof. He shall be the custodian of the corporate seal of the Company, and shall affix the same to all contracts and other documents approved and ordered by the Board to be executed. He shall have charge of all the minute books, contracts, deeds of conveyance and other documents of the Company, and of their archives generally; also, of all reports and communications to the Board of Directors, and of the correspondence of the Company generally.

26. The Secretary, under the directions of the President, shall conduct all such correspondence as does not pertain or refer more particularly to the business in charge of the Treasurer. He shall also perform such other duties as shall be required of him by the Board of Directors. He shall give the requisite notices of the time and place of all meetings of the shareholders, of the Board of Directors, and of the Executive Committee.

Registrar of Transfers.

27. The Secretary shall be the registrar of transfers of shares, stock and bonds, and for that purpose shall keep the accounts of the shares, stock and bonds registered and transferred, in such manner and form as the Board of Directors shall, from time to time, prescribe and approve.

Deputy Secretary.

28. The Directors may appoint a person to act as Secretary of the Company in the said City of London, England. And such official shall be styled the Deputy Secretary of the Company, and he shall perform all duties required to be performed in the said city of London, which appertain to the office of Secretary.

TREASURER.—*Duties of Treasurer.*

29. It shall be the duty of the Treasurer, under the direction of the Board and the Executive Committee, to receive all moneys belonging to the Company, and disburse the same on properly certified and approved vouchers; to keep regular and systematic accounts of all receipts and disbursements; and to make detailed reports thereof to the Directors monthly. He shall give proper receipts and discharges for all moneys received, and shall take and preserve proper receipts and discharges for all payments made.

30. The Treasurer shall cause to be deposited the moneys received by or for him on account of the Company, in such bank or banks as the Board of Directors or the Executive Committee shall designate. He shall have the charge and custody of the bills receivable and money assets of the Company, subject at all times to inspection and examination by the Board, or by any person appointed by the Board for that purpose, by the Executive Committee and the President.

31. All cheques upon the bank or banks where the funds of the Company are kept, shall be drawn payable to the order of the party entitled to the payment to be

made, which cheques, except for the payment of interest or dividends on bonds or stocks, shall be signed by the Treasurer, or by the Assistant-Treasurer, and countersigned by the President, or by one of the Vice-Presidents, or by a member of the Executive Committee or by the General Manager.

Payments not to be made without Executive Authority.

32. No payment, except for interest or dividend, shall be made unless the same has been previously authorized by the Board of Directors or the Executive Committee, except upon the written order of the President or one of the Vice-Presidents, or the Chairman of the Executive Committee.

Promissory Notes and Drafts.

33. The ordinary negotiable obligations issued by the Company shall be in the form of drafts, drawn or signed by the President and accepted by the Treasurer. And the Treasurer shall also accept drafts drawn by the other parties, whenever instructed so to do by the Board or the Executive Committee, or upon the written order of the President or the Chairman of the Executive Committee.

Dividends on Stock and Bonds.

34. For the payment of dividends on stock and shares, and interest coupons on bonds, he shall cause special deposits to be made, and separate accounts and cheque books to be kept. All such payments may be made by cheques drawn by the Treasurer without countersignature; and all coupons, when paid, shall immediately be defaced or otherwise cancelled, and shall be afterwards dealt with as shall be ordered by the Board.

Security to be given by Treasurer and other Employees.

35. The Treasurer shall give bonds to the Company for such amount and by such sureties as shall be approved by the Directors for the faithful performance of his duties, and all officers and agents of the Company, who by virtue of their office shall receive or disburse money on account of the Company, shall give bonds in such amount and with such security as shall be approved by the Directors, for the faithful performance of their duties respectively.

Local Treasurer.

36. Notwithstanding anything contained in the existing by-laws, the Board of Directors may determine upon and fix any point or points along the main line, or any branch thereof as a point at which money may be received and paid in respect of construction and general expenditure; and may, from time to time, appoint a suitable person to be local Treasurer, at any such point, and may confer upon such local Treasurer, and upon any other official of the Company, such powers in respect of the signing and endorsement of cheques and drafts, and the payment of money at such point, with such obligations as to the giving of security, as the Board may, from time to time, determine. Any person or official so appointing or receiving such authority, to be subject, as to his duties and tenure of office, to the by-laws of the Company

Duties of other Officers and Employees.

37. All other officers and employees of the Company shall perform such duties as shall be imposed upon them, and shall have such powers as shall be specially given them by the Board of Directors or the Executive Committee.

ISSUE AND TRANSFER OF SHARES AND STOCK—FORM OF CERTIFICATES.

Stock Certificates.

38. The certificates for shares of the capital stock shall be numbered in progression; beginning with number one. Each certificate shall be designated by its number, and shall be entered in a book called the "Register of Shareholders," and re-

entered therein, from time to time, as changes may occur in ownership, or new certificates be issued. Such entries shall comprise the names of the Shareholders, their places of residence, and the number of shares to which each of them is entitled.

Form of Certificate.

39. Each Shareholder shall be entitled to a certificate of stock for each share belonging to him, for which full payment has been made. The form of such certificate shall be as follows:—

COMMON STOCK, \$100,000,000.

Dominion of Canada.

THE CANADIAN PACIFIC RAILWAY COMPANY.

This certifies that _____ is the owner of _____ paid up shares of the capital stock of the Canadian Pacific Railway of one hundred dollars each, transferable only on the books of the Company in person or by attorney, and upon the surrender of this certificate.

This certificate shall not become valid until countersigned by the Transfer Agent, and also by the Registrar of Transfers.

In testimony whereof the said Company has caused this certificate to be signed by its President and Secretary this _____ day of _____ 188 .

Secretary

President.

Form of Transfer.

(On which is endorsed the following Power of Attorney):

For value received _____ have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto _____ shares of the capital stock of the Canadian Pacific Railway Company, mentioned in the within certificate, and _____ do hereby constitute and appoint _____ true and lawful attorney, irrevocable for _____ and in _____ name and stead, but to _____ use, to sell, assign, transfer and set over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power.

Dated

188 .

Signed and acknowledged }
in presence of }

Damaged Certificates.

40. If any certificate of shares shall become materially damaged, the Directors, upon presentation thereof, may order it to be cancelled, and thereupon a duplicate thereof shall be given to the owner. If any certificate be lost or destroyed, then, upon satisfactory proof thereof to the Directors, they may order a duplicate thereof to be issued to the owner in such terms, for the protection of the Company, as may be reasonable. But in all cases of the issue of a duplicate or substituted certificate for a certificate alleged to be lost or destroyed, the duplicate shall be void should the original subsequently be presented.

Transfers of Stock.

41. All transfers of shares shall be made in one of the Transfer Books of the Company, and may be so made without any sanction, order, or authority, by or from the Board of Directors, and without any previous notice to any officer of the Company. If such transfer be made at the Head Office of the Company, it shall be so made under the supervision of the Secretary; and if elsewhere, under the supervision of such person as shall be appointed by the Board to take charge of the Transfer Book of the Company, at the place where such transfer is made.

Transfer Books.

42. Register books and transfer books for shares, stock and bonds, shall be kept at the head office; and the Directors may order similar books to be kept at London, in England, Paris, in France, at the City of New York, in the United States of America, or at any or all of such places; and may appoint persons to take charge of them respectively, and to perform such duties in respect of them as the Board may, from time to time, order and direct.

Transfer Books in Montreal and New York.

43. The transfer books of shares and stock kept at the offices of the Company in Montreal and in New York shall be closed for one week next before the day fixed for any annual or special meeting of Shareholders, and for a period of not less than two weeks next before the day fixed for the payment of any dividend or interest upon the shares of the Company. And the transfer books kept elsewhere shall be closed for a period of not less than three weeks before such day; and no transferee of shares or stock shall be entitled to vote by virtue thereof at such meeting, or to receive any dividend or interest, as the case may be, unless the transfer thereof to him has been made, and duly recorded, before the the transfer book, in which such transfer is recorded, is closed by virtue hereof.

Seal of Company.

44. The seal of the Company shall be of circular form, and shall contain the words "Canadian Pacific Railway" on a circular scroll, and the words "Incorporated, 1881," in the centre.

Service of Process in Manitoba.

45. The office of the Company in Main street, in the City of Winnipeg, in the Province of Manitoba, is hereby appointed and fixed as the place where service of process may be made upon this Company, in respect of any cause of action arising within the said Province.

Service of Process in North-West Territories.

46. The office of the Company at Regina, in the Territory of Assiniboia, in the North-West Territories, is hereby appointed and fixed as the place where service of process may be made upon this Company, in respect of any cause of action arising within the said Territories.

TOLLS.

Rates on Western Division.

56. *By-law No. 56 is the Tariff of Tolls, Rates and Fares to be charged on the Western Division for passengers and freight. This by-law having been submitted to the Government for approval, was not repealed and retains its original number.*

Montreal, June 6th, 1883.

NUMBER SIX.

CORRESPONDENCE ON SUNDRY MATTERS.

1.—CHARACTER OF BRIDGES CONSTRUCTED BY THE CANADIAN PACIFIC RAILWAY COMPANY. 2.—ON THE SUBJECT OF A BRIDGE OVER A DRAIN FROM THE PEMBINA BRANCH.

CANADIAN GOVERNMENT RAILWAYS, OTTAWA, 25th September, 1883.

SIR,—In reply to your inquiry as to the character of the bridges being erected by the Canadian Pacific Railway Company, upon the Canadian Pacific Railway, I desire to say that the large streams are being spanned by strong iron and steel

structures, resting on massive masonry, and the small brooks on the Eastern Section are passed through solid masonry culverts, and on the Central Section they are crossed by substantially built pile structures.

I am, Sir, your obedient servant,

C. SCHREIBER, *Engineer-in-Chief.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 1st November, 1883.

SIR,—I beg to enclose a letter from the General Superintendent of the Eastern Division of this Railway respecting the speed of trains between Deux Rivières and Mattawa, and to request that the Government Engineer be instructed to re-examine the line between these points, which has been improved since the date of his last report, with the view of the cancellation of his previous certificate, which limited the speed of trains to 20 miles per hour. I think it will be found that the track is now in condition to warrant this action on the part of the Railway Committee, and as the matter is of pressing importance, I respectfully ask that the required inspection be made with as little delay as possible.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

T. TRUDEAU, Secretary Railway Committee.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 1st November, 1883.

DEAR SIR,—We propose to change the time on the 12th inst., and in order to do this, it will be necessary to run our trains between Pembroke and North Bay at a maximum rate of 30 miles per hour. Mr. Ridout, some time ago, when inspecting the road, limited our speed between Deux Rivières and Mattawa to 20 miles per hour, but since that time a great improvement has been made on the track.

I asked our engineer to have Mr. Ridout to go over the track with him, and give us a fresh certificate, and you will see, from his reply to Mr. McPherson, that it has to be done officially.

Will you kindly have the matter attended to at once, so that there may be no delay in our time bill?

Yours truly,

ARCHER BAKER, *General Superintendent.*

C. DRINKWATER, Secretary-Treasurer.

RE a Bridge over all off-take Drains on the Pembina Branch.

OTTAWA, 6th August, 1883.

SIR,—I am instructed to refer to you copy of some correspondence that has taken place between this Department and the Clerk of the Municipality of St. Andrews, Manitoba, with reference to the building of a bridge across a certain off-take drain running from the Pembina Branch Railway and crossing a highway nearly opposite the Hudson Bay Company's stone fort. It appears to be a matter that should be dealt with by your Company.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES DRINKWATER, Secretary, C. P. R. Co.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE, 27th May, 1880.

SIR,—During last year an outlet for a railway drain was made to the Red River opposite the Stone Fort, and the public highway was crossed and left unbridged.

I am requested by the Warden to ask you to be good enough inform me at your earliest convenience who is responsible, and also if it is the intention of the railway authorities to see to the immediate construction of a bridge over the drain.

I have the honor to be, Sir, your obedient servant,

J. McDOUGALL, *Clerk.*

J. M. ROWAN, District Engineer, C. P. R., Winnipeg.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE, 17th June, 1880.

SIR,—I am requested by the Council to ask an immediate answer to my letter of 27th ult., as the subject is one that demands prompt attention.

I beg to enclose copy of letter referred to.

I have the honor to be, Sir, your obedient servant,

J. McDOUGALL, *Clerk*.

J. H. ROWAN, District Engineer, C. P. R., Winnipeg.

CANADIAN PACIFIC RAILWAY, MANITOBA DISTRICT,
ENGINEER'S OFFICE, WINNIPEG, 21st June, 1880.

DEAR SIR,—I have to apologize for not sooner answering your letter of the 27th May and 17th June, in reference to the bridge, owing to absence from the city.

The contractor was the party who should have made the work good.

Not having done so, I have given orders to have a bridge put in, and the matter will be attended to at an early date.

Yours truly,

JAMES H. ROWAN.

J. McDOUGALL, Clerk, St. Andrews, Manitoba.

MUNICIPALITY OF ST. ANDREW'S, CLERK'S OFFICE, August 16th, 1880.

SIR,—I am again instructed by the Warden and Council, in reference to the subject of my letters of 27th May and 17th June, to inform you that, notwithstanding the promise contained in your letter of 21st June, nothing has apparently been done in the matter of getting a bridge built. I am requested to ask an explanation of this seeming neglect, and to insist upon your immediate attention to this matter. An accident has already occurred in consequence of there being no proper means of crossing the drain, and a law suit may be the upshot of a longer continuance of the present state of affairs.

I am, Sir, your obedient servant,

J. McDOUGALL, *Clerk*.

J. H. ROWAN, District Engineer, C. P. R., Winnipeg.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE,
LOWER FORT GARRY, MANITOBA, 7th March, 1881.

SIR,—I am instructed by the Warden and Council to draw your attention to the following facts, viz.:—On the 27th May last I was requested to write to Mr. Rowan, District Engineer, in reference to a drain (an outlet of the ditch along the Pembina Branch) which was cut across the great highway (nearly opposite the Hudson Bay Company's Stone Fort), and left without a bridge, very much to the danger and inconvenience of the travelling public.

I enclose copy of Mr. Rowan's reply. Mr. Rowan has been written to several times since, informing him that nothing has as yet been done, but he has made no further response.

Will you have the goodness to cause the Council to be informed, at your earliest convenience, what the Department intends doing in the matter.

I have the honor to be, Sir, your most obedient servant,

J. McDOUGALL, *Clerk*.

Hon. Minister Dept. of Railways and Canals.

RAILWAYS AND CANALS, OTTAWA, 12th April, 1881.

SIR,—I have to acknowledge the receipt of your letter of the 7th ult., enclosing a letter from Mr. Rowan, District Engineer, regarding the railway ditch cut across the highway at St. Andrews, on the Pembina Branch, which has been left without a bridge.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary*.

J. McDOUGALL, Lower Fort Garry.

OTTAWA, 14th May, 1881.

DEAR SIR,—With reference to the highway bridge in the Parish of St. Paul's, which was washed away by water from an off-take drain on the Pembina Branch, and which was reported on by Mr. Skead on the 25th March last, you are authorized by the Honorable the Acting Minister to replace the same at a cost not to exceed \$300.

You will remember my giving you verbal instructions respecting this matter before leaving Winnipeg.

Yours truly,

C. SCHREIBER, *Engineer-in-Chief.*

M. J. HANEY, Lake Deception, *via* Winnipeg, Man.

MUNICIPALITY OF ST. ANDREWS, CLERK'S OFFICE, 1st June, 1881.

SIR,—Referring to your letter of 12th April last, I am again requested by the Council to urge upon your Department the necessity for immediate action in the matter of bridging the highway referred to in my communication of 7th of March last. Traffic is interrupted and great inconvenience caused by the tardiness shown in treating this matter as it deserves at the hands of your Department. An immediate answer as to the course you intend to pursue will greatly oblige the Council.

I have the honor to be, &c.,

J. MACDOUGALL, *Clerk.*

Hon. Minister Railways and Canals,

OTTAWA, 11th April, 1882.

SIR,—With reference to the question of the reconstruction of a bridge over an off take drain on the Pembina Branch Railway in the Parish of St. Andrews, which had been washed away, and in relation to which a letter was addressed to you by this Department on the 12th October last, I am directed to inform you that a communication has been received from the Division Superintendent of the Canadian Pacific Railway, Winnipeg, from which it is inferred that this bridge was rebuilt in the month of June, 1881.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

J. MACDOUGALL, Clerk, St. Andrew's, Manitoba.

MUNICIPALITY OF ST. ANDREWS,
CLERK'S OFFICE, LOWER FORT GARRY, 11th May, 1882.

SIR,—Referring to your letter of 11th ult., respecting bridge over off-take drain on the Pembina Branch, Canadian Pacific Railway.

There seems to be some misunderstanding about the matter. It is not the reconstruction of a bridge that is wanted, but the construction of it, as it was never built.

The bridge referred to in my correspondence with the Department is one that is wanted to cross the top drain from the Pembina Branch to the Red River, opposite the Hudson Bay Company's Post of Lower Fort Garry.

The Superintendent at Winnipeg must refer to a bridge somewhere else. The bridge I refer to is required where the drain crosses the great highway.

I have the honor to be, Sir,

J. MACDOUGALL, *Clerk.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF GOVERNMENT INSPECTOR, WINNIPEG, 23rd June, 1882.

DEAR SIR,—Referring to your letter of 28th ult., I beg to report as follows:—
I thoroughly examined the outlet drain from the Pembina Branch to opposite the Stone Fort, and found no bridge across it from the railway to Red River. There

the drain crosses the highway between St. Boniface and Selkirk opposite the Stone Fort; it will require a span of at least 60 feet.

I cannot find the slightest trace of any bridge ever having been built by Mr. Haney in this neighborhood.

Your truly,

JAMES A. DICKEY.

C. SCHREIBER, Engineer-in-Chief.

MUNICIPALITY OF ST. ANDREWS,
CLERK'S OFFICE, LOWER FORT GARRY, 13th July, 1882.

SIR,—I have the honor to refer you to my communication of the 7th March, 1881, and your reply, of 12th April, 1881, respecting a bridge required over the railway ditch on the Pembina Branch, Canadian Pacific Railway, cut across the highway in St. Andrews.

I am instructed by the Council to again urge upon your Department the necessity for an early decision in this matter, as the temporary means used to supply the place of a bridge can no longer be relied on.

The Canadian Pacific Railway Company have been applied to; but their solicitor has given it as his opinion that the Government are alone responsible.

Your obedient servant,

J. MACDOUGALL, Clerk.

Secretary Railways and Canals.

WINNIPEG., MAN., 5th September, 1882.

DEAR SIR,—The highway bridge across a gully in the Parish of St. Andrews, to which you refer in your letter of 1st September, was built in the month of June, 1881.

I am, yours truly,

M. J. HANEY.

C. SCHREIBER, Engineer-in-Chief.

DEPARTMENT OF RAILWAYS AND CANALS,
OTTAWA, 12th October, 1882.

SIR,—I am directed by the Acting Minister to inform you that the claim preferred by you in your letter of the 7th March, 1881, and 13th July, 1882, in behalf of the Municipality of St. Andrews, Manitoba, respecting the building of a bridge by Government over the railway off-take ditch of the Pembina Branch of the Canadian Pacific Railway, cannot be entertained.

I am, Sir, your obedient servant,

A. P. BRADLEY, Secretary.

J. MACDOUGALL, Clerk, St. Andrews.

MONTREAL, 23rd October, 1883.

SIR,—In August last you forwarded to the Secretary some correspondence which had passed between your Department and the Clerk of the Municipality of St. Andrews, Manitoba, with reference to the building of a bridge across a certain drain running from the Pembina Branch.

I have had the matter enquired into and send you, herewith, copy of a report from our solicitor, from which it would appear that this is a matter which the Company should not be called upon to deal with.

I return all papers in this matter, and

Have the honor to be, Sir, your obedient servant,

W. C. VAN HORNE, General Manager.

A. P. BRADLEY, Secretary, Railways and Canals.

WINNIPEG, 18th October, 1883.

DEAR SIR,—Yours of the 16th inst., in the matter of a bridge over an off-take drain at St. Andrews, has been received. It appears to me that there is some mistake about the matter having been referred to me before. I think the only matter that was referred to me, was a question of road crossings on the Pembina Branch. In this matter, it seems that an off take drain was constructed by the Government from the Pembina Branch to the Red River, through the municipality of Kildonan and crossing a highway between Selkirk and St. Boniface. The Government did not provide a bridge across the drain so made connecting the highway cut by the drain, and the matter was referred to us in this way by Mr. Bradley, the Secretary of the Department of Railways and Canals:—

“It appears to be a matter that should be dealt with by your Company.” I must confess that I think it would be highly undesirable for the Company to admit in any way a liability to construct such a bridge, for if the Company undertook to do it; in the event of the bridge being destroyed, they might be asked to repeat what they had previously undertaken to do, bridge the drain. The matter of looking after the highway belongs to the municipality, and I feel quite certain in saying that they cannot compel the Company to make the bridge. I cannot state as to how far the Government are liable for interfering with the highway, as I am not acquainted with all the facts, and I do not know the extent of the arrangements between the Government and the Company, as to the Company accepting any of the liabilities of the Government, in connection with the Pembina Branch. The Pembina Branch is not to be handed over to the Company till the completion of the Eastern and Central Sections, and I understand that the Government, after the Company commenced to run the Pembina Branch, completed the bridge at Dominion City. Why should they not, if they are liable, put a bridge over this off-take drain? I would refer you to the letter of the 21st June, 1880, written by Mr. Rowan, in which he stated he has given orders to have the bridge put in and also refer you to a letter of Mr. Bradley, of 12th October, 1882, in which it is stated that the claim of St. Andrews cannot be entertained, so that it would seem there is still a question as to the liability by the Government to the municipality. I would also call your attention to the papers which refer also to a bridge in St. Paul's Parish. See Mr. Schreiber's letter of May, 1881.

Yours truly,

J. A. M. AIKENS.

J. M. EGAN, Genl. Supt. at Winnipeg.

NUMBER SEVEN.

- (1.) CORRESPONDENCE RELATING TO THE TRANSFER AND OPERATION OF THE THUNDER BAY SECTION, PORT ARTHUR TO RAT PORTAGE, TO THE CANADIAN PACIFIC RAILWAY COMPANY.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 17th May, 1883.

SIR,—Referring to the negotiations which have been lately taking place with a view to the reception by this Company of the Thunder Bay Branch, from Rat Portage to Prince Arthur's Landing, I am instructed by the directors of this Company to state that while the Company are prepared to take over this portion of the railway, and equip and operate it, they have not as yet had time to complete the examination of it as to the extent to which it has been completed, or to which its condition would meet the requirements of the contract between the Government and the Company—in order, therefore, to prevent any misconstruction hereafter, as to the position of the Company in assuming possession of this portion of the railway, I am instructed to say that it will be taken over by the Company, under express reserve of the rights of the Company to have it completed in all respects in conformity with

the contract, to the same extent as if the Company were not now undertaking its operation.

I am farther instructed to state that the Company have reason to believe that its condition and state of preparation are open to all the objections contained in their letter to the Department of Railways and Canals, under date the 2nd of February, 1882, with reference to the line between Telford and Rat Portage. In addition to the points suggested in that letter, and without relinquishing any right of the Company in respect of any matter not designated here, I would indicate various timber trestles across water stretches which, in the opinion of the Company, would require to be filled, in whole or in part, to conform to the spirit of the contract, and it is probable, also, that timber work of various bridges will require renewal, from decay having taken place since such work was constructed.

Without further specifying details in which the Company believe the work is undoubtedly incomplete. I have only to repeat that, in assuming this portion of the railway, the Company do so under express reserve, not only of their rights in respect of the matters referred to above and in their former letter, but also of all other matters in connection with this section, which they would be entitled by their contract to have adjusted, if they had awaited the entire completion of the work before taking possession of it.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
GENERAL MANAGER'S OFFICE, MONTREAL, 3rd July, 1883.

SIR,—In view of the great importance to the country of the early opening of the line from Fort William to Winnipeg, an arrangement was made between the Company and the Hon. Minister of Railways, early in May, whereby the section between Rat Portage and Fort William was turned over to this Company in an incomplete condition, with the understanding that it should be finished by the Company and that the cost thereof should be paid by the Government.

Owing to the necessity of immediate action, no details were agreed upon, except that so much of the work as was covered by the contract of Manning, McDonald, McLaren and Co., should be completed by the Company at contract prices, less 15 per cent., which had been allowed the contractors for preliminary work. This work was all included in what is known as Contract 42.

The remaining sections, known as Contracts 41, 25 and 13, were also incomplete, a large amount of ballasting and filling being required upon all of these, and in the case of the two latter, upon which the track had been laid six to eight years, all of the timber structures and a large proportion of the ties required renewal at an early date.

At many stations between Rat Portage and Fort William, the side tracks were incomplete, and in some cases, none had yet been provided. At each of the two divisional points, 9,600 feet of side track and an engine house track had yet to be provided.

The water service was only suitable for construction purposes and not for regular traffic, and 20 frost proof tanks were required.

No depots had been erected save one at Rat Portage. The Government had put 6 under contract, but 25 more were necessary. A number of houses built of logs for the use of the engineers during construction, had been erected along the line. These the Company hold to be unfit for depots, although they will answer for section houses. But if they are so used, 27 additional section houses will be needed. Two engine sheds and turn-tables, each to hold 12 engines, are also necessary.

Aside from the ordinary work of construction, a large expenditure of labor will be required in replacing ties and removing bent rails from the main line and relaying them in sidings, and work of similar character.

When the line between Selkirk and Cross Lake was taken over by this Company in 1881, a large amount of ballasting had yet to be done, and it was agreed that the Company should complete this for the Government at a price agreed upon. The Government have paid nothing on this account as yet.

The section between Cross Lake and Rat Portage, was turned over to the Company in 1882, without depots or section houses, save a number of engineers' houses, which may be utilized for the latter purposes. On this section five depots are needed.

It is already apparent that many difficult and embarrassing questions will arise in connection with the final completion of the railway, and with a view to avoiding these and to securing the completion of the line and buildidgs. in conformity with the standards of the Company, which in most cases differ from those of the Government, the Company desire to propose to relieve the Government of the entire work for a lump sum.

I beg, therefore, to submit the following proposition: The Company will undertake, for the sum of \$940,000, to complete, in a first-class manner, the entire line from Selkirk to Fort William, and provide all sidings and all depots, section houses, engine sheds, and all other usual and necessary structures, and make all renewals of ties and bridges, and do all other necessary work, provided that the Government shall complete and pay for the six depot buildings now under contract, and shall furnish the necessary rails and fastenings (which are understood to be already on hand) for the completion of all station sidings, to a length of 1,600 feet, and for 9,600 feet of sidings at each of two divisional points, and for an engine-house track, 700 feet in length, at each of said points, provided also that the Company may be free to follow their own standards where standards have been adopted, and to arrange all stations, buildings, &c., as they may deem best for the convenient operation of the railway.

The Company will also take over and pay the Government the cost price of any ties or timber, or other material now on hand, that may be required for the completion of the line. The Company will also take over and pay their fair market value for any rails or fastenings that may remain, after providing for the sidings, as before mentioned.

In this connection, I would draw attention to the fact that the line between Thunder Bay and Winnipeg, while its local traffic for some years to come will be light, will have a through traffic mainly competitive, requiring to be carried out at a reasonable rate of speed, and the character of the road, as well as the facilities to be provided for business, must necessarily be far beyond what would be required for a mere local line, and, while the lump sum named is believed to be much less than it would cost the Government to complete the line in accordance with the letter of the contract with the Company, a very large additional amount will have to be expended by the Company in strengthening dangerous points, in providing additional facilities, and generally in making the line all that it should be for the traffic it will have to carry.

I have the honor to be, Sir, your obedient servant,

W. C. VAN HORNE.

P. S.—The foregoing communication having been returned to me for explanation as to certain points, I beg to say that the sum named, \$940,000, is exclusive of the 15 per cent. deducted from the train work on Contract 42, and if this item is to be considered in this connection, the amount should be added to the lump sum, making it \$981,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 4th, July 1883.

SIR,—Mr. Van Horne's letter of the 3rd inst., making a proposal on behalf of the Canadian Pacific Railway Company, for a bulk sum of nine hundred and forty thousand dollars, (\$940,000) to complete the works upon contracts A and B, the ballasting upon Contract 14, the renewals of bridges, ties, &c., upon the section of road between Prince Arthur's Landing and English River, the erection of station houses, engine houses, section men's houses and the water service, in fact, to do everything necessary to complete the road thoroughly and efficiently, having been referred to me, I have the honor to report that if the 15 per cent. on the train filling referred to by Mr. Van Horne, which amounts to \$41,200, be added to the sum of \$940,000, it appears that his estimate of the cost of work is \$981,200.

I carefully investigated this matter and made an estimate of \$1,179,000, which is practically the same as his. I therefore recommend that his figures of \$981,200 be accepted as being, in my judgment, fair and reasonable.

From this sum, as I understand it, should be deducted certain items referred to in the Order in Council upon this subject, dated the 30th April, 1883.

I have the honor to be, Sir, your obedient servant,
C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary, Railways and Canals.

(*Memorandum.*)

OTTAWA, 5th July, 1883.

The undersigned has the honor to represent that under date the 3rd inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which, between Selkirk and Telford, was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage, by an Order of the 12th of January, 1882.

That, by an order of the 30th April last, sanction was given to an arrangement whereby the contractors for section "B" might be enabled to surrender to the Canadian Pacific Railway Company their work still remaining unexecuted, together with the operation of the road eastward to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have, accordingly, conducted this traffic.

That the Company now propose to complete the line, erecting the necessary station buildings, and providing the water service, work which, under the 7th section of their contract, rests with the Government; further performing such work of bridge and tie renewals, &c., between Prince Arthur's Landing and English River, and to carry out such ballasting work and the constructions of engine houses, &c., as may be requisite in order to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date the 4th inst., the Chief Engineer has reported to the effect that the amount named is fair and reasonable, and approximates very closely to his own estimate of the value of the work to be done.

That the contract date for the completion of the section "B" is the first of the current month, and this being the latest of the dates fixed for the completion of the work of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than one control, the Chief Engineer advises that the offer of the Company be accepted.

The undersigned, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recom-

mends that in the public interests, authority be given for the acceptance of the offer now made by the Company, the work to be performed, in all respects, to the full satisfaction of the Chief Engineer, and to be paid for in such proportions as may be fixed from time to time by his certificate.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 9th July, 1883.

On a memorandum dated 5th July, 1883, from the Acting Minister of Railways and Canals, representing that under date the 3rd July, inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which between Selkirk and Telford, was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage by an Order in Council of the 12th of January, 1882.

The Minister further represents that by an Order in Council of the 30th of April last, sanction was granted to an arrangement whereby the contractors for Section "B," between Keewatin (a short distance west of Rat Portage) and Eagle River, might be enabled to surrender to the Canadian Pacific Railway Company the work still remaining unexecuted, together with the operation of the road east to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last the Canadian Pacific Railway Company have conducted the traffic accordingly.

The Minister also states that the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which, under the 7th section of their contract, rests with the Government, and further performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, ballasting and engine-house construction as may be required to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date the 4th inst., the Chief Engineer has reported to the effect that the amount named is fair and reasonable, and approximates very closely to his own estimate of the value of the work to be done, and that the contract date for the completion of Section "B," between Eagle River and Keewatin, was the first of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than the one control, the Chief Engineer advises that the offer of the Company be accepted.

The Minister, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends that, in the public interest, authority be given for the acceptance of the offer now made by the Company, the work to be performed in all respects to the full satisfaction of the Chief Engineer, and to be paid in such proportion as may be fixed from time to time by his certificate.

The Committee concur in the report of the Acting Minister of Railways and Canals and the recommendation therein, and they submit the same for Your Excellency's approval.

Hon. Minister Railways and Canals.

JOHN J. MCGEE,

Estimate No. 1.

OFFICE OF ENGINEER IN CHIEF, OTTAWA, 7th July, 1883.

Description of works, works of completion, grading, ballasting, stations, water service, renewals, etc.—Locality of works, Prince Arthur's Landing to Selkirk.—Name of contractors, Canadian Pacific Railway Company.—Date of contract, July.

Progress Estimate of work done and materials delivered, from the beginning of operations under this contract to the 7th July, 1883.

The works, of which this is an Estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above, also under Order in Council.

Total value of work done and materials delivered to the 7th July, 1883.....	\$150,000
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Total amount.....	\$150,000
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The total amount of work authorized to be paid for the completion of the works, between Prince Arthur's Landing and Selkirk, is \$926,000, to be paid from time to time, as fixed by the certificate of the Chief Engineer.

The amount now payable for the work performed, and materials delivered, including ties, timber, etc.

The above is a correct Estimate, made up by me.

Total amount now certified on this contract, \$150,000. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief.*

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 11th July, 1883.

SIR,—I have had a careful examination made of the rolling stock belonging to the Government on the line between Fort William and Rat Portage, and which I understand you desire this Company to take at its value.

Some of this rolling stock is very old, and all of it has seen hard usage in construction service. There are eight different kinds of locomotives, and many varieties of platform cars. In no respect does any of this equipment conform with any of our standards, and this fact, together with its mixed character, largely detracts from its value to this Company.

The platform cars were built for ten or twelve-ton loads; four of the locomotives are unfit for further service. Our standard locomotives can now be built for \$8,000 each, and our standard flat cars, built to carry twenty tons, now cost \$425 each; the following is therefore thought to be a very liberal offer for the equipment in question:—

For all freight cars.....	\$ 217 each.
“ 2 passengers cars.....	2,000 “
“ 1 baggage car.....	1,000 “
“ 6 locomotives.....	5,600 “
“ 1 locomotive.....	5,400 “
“ 2 locomotives.....	5,200 “
“ 2 locomotives.....	4,900 “
“ 1 locomotive.....	4,600 “
“ 3 locomotives.....	4,100 “
“ 4 locomotives.....	1,700 “

I have the honor to be, Sir, your obedient servant,

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister, Railways and Canals.

OTTAWA, 19th July, 1883.

SIR,—I am instructed to send you the enclosed copy of an Order in Council dated 9th inst., accepting the offer in your recommendation of the Canadian Pacific Railway Company, to complete the road from Prince Arthur's Landing to Selkirk for \$926,000.

I am Sir, your obedient servant,

C. SCHREIBER, Chief Engineer, C.P.R.

A. P. BRADLEY, *Secretary*.

OTTAWA, 9th August, 1883.

SIR,—I enclose herewith, for your information, a copy of the Order in Council passed on the 9th ult., whereby the offer of the Canadian Pacific Railway Company, made under date the 3rd of that month, for the completion of the several works remaining to be done on the line between Selkirk Range and Prince Arthur's Landing, has been accepted.

I am Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. DRINKWATER, Secretary, C.P.R. Co.

Thunder Bay Branch.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 18th September, 1883.

SIR,—Your letter of the 7th inst. to the Secretary, on the subject of the Police Commissioner for the district between Thunder Bay and Winnipeg, has been referred to me. May I ask you to be good enough to furnish me with the name of the present incumbent of that office?

Yours truly,

W. C. VAN HORNE, *General Manager*.

A. P. BRADLEY, Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
MONTREAL, 27th September, 1883.

SIR,—I have the honor to request that a further payment be made on account of work done on that portion of the railway between Rat Portage and Thunder Bay, as per agreement.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 28th September, 1883.

SIR,—In answer to your letter of yesterday, I have to inform you that a certificate has been issued for the payment to the Canadian Pacific Railway Company, of a further sum of \$136,000 on account of work performed on that portion of the line between Rat Portage and Thunder Bay.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

CHARLES DRINKWATER, Secretary, C. P. R. Co.

OTTAWA, 28th September, 1883.

SIR,—With reference to your certificate, in favor of the Canadian Pacific Railway Company, for \$136,000, I have to request to be supplied with a copy of the agreement between your Department and the above Company, for the completion of the works, &c., &c., between Prince Arthur's Landing and Red River.

The Order in Council referred to by you has not reached this office.

I have the honor to be, Sir, your obedient servant,

J. L. McDOUGALL, *Auditor-General*.

A. P. BRADLEY, Secretary, Railway and Canals.

MONTREAL, 1st October, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 28th ult., informing me that a certificate has been issued for the payment to this Company of a further sum of \$136,000 on account of work performed on that portion of the line between Rat Portage and Thunder Bay.

I am, Sir, your obedient servant,
C. DRINKWATER, *Secretary*.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 2nd October, 1883.

SIR,—In reply to your letter of the 28th ult., I have the honor to transmit herewith, copy of the communication dated the 3rd July, 1883, from the General Manager of the Canadian Pacific Railway, making certain proposals with regard to the completion of that road between Fort William and Rat Portage. I understand you are already in possession of a copy of the Order in Council relating to the subject.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

J. L. McDougall, Auditor-General.

OTTAWA, 4th October, 1883.

SIR,—In reply to your letter of the 18th ult., I am directed to inform you that the present Police Commissioner for the District between Thunder Bay and Winnipeg is Mr. John McDonald, and his salary \$100 per month. The constables employed in the service, with their salaries and stations, are as follows:—

1. Grant Murdoch, Prince Arthur's Landing and Nipigon Division.....	\$50 00
2. R. P. Donkin, Keewatin.....	50 00
3. Patrick O'Keefe, do	50 00
4. Donald McLennan, Prince Arthur's Landing and Nipigon Division.....	50 00

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

W. C. VAN HORNE, General Manager, C. P. R. Co.

OTTAWA, 4th October, 1883.

SIR,—I have passed the application in favor of the Canadian Pacific Railway Company, for \$136,000, on account of work done between Prince Arthur's Landing and Selkirk.

I should be glad to have a statement showing that the work left undone on the line would cost at least \$96,000, I think it important to get this information, as the work was given without tenders having been called for.

I have the honor to be, Sir, your obedient servant,

J. L. McDougall, *Auditor-General*.

T. TRUDEAU, Deputy Minister Railways and Canals.

Estimate No. 2.

OFFICE OF ENGINEER IN-CHIEF, OTTAWA, 27th September, 1883.

Description of works, works of completion, grading stations, ballasting, renewals, &c.—Locality of works, Prince Arthur's Landing to Selkirk.—Name of contractors, Canadian Pacific Railway Company.—Date of Order in Council, July, 1883

Progress Estimate of work done and materials delivered from the beginning of operations under this contract to the 27th of September, 1883.

The works, of which this is an Estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above, also under Order in Council.

Total value of work done and materials delivered to the
27th September, 1883 \$286,000

Total amount.....\$286,000

The total amount authorized to be paid for the completion of the works, renewals, &c., between Prince Arthur's Landing and Selkirk, is \$926,000, to be paid from time to time, as fixed by the certificate of the Chief Engineer.

The amount now payable is for works performed and materials delivered, including engine house, ballasting, grading, water service, ties, timber, &c.

The above is a correct estimate made up by me.

Total amount now certified on this contract, \$286,000. All previous payments to be deducted.

C. SCHREIBER, *Engineer in-Chief.*

THE CANADIAN PACIFIC RAILWAY COMPANY,

MONTREAL, 18th October, 1883.

SIR,—With further reference to my letter of the 6th inst., to Mr. Van Horne, respecting constables in the Thunder Bay Section, I beg to inform you that arrangements have been made for all such officers required east of Rat Portage, and that the services of those in the employ of the Government are not required by this Company.

I am, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 2nd November, 1883.

The undersigned has the honor to represent that, under various Orders in Council, sections of the Acts for the preservation of the peace have been brought into force along the line of the Canadian Pacific Railway, between Selkirk and Prince Arthur's Landing (now Port Arthur), and commissioners have been appointed for the enforcement of their provisions.

That in consequence of the completion of the works, the need for the operation of these Acts no longer existing, the districts comprised in the distances between Selkirk and Rat Portage, and in the limits of the Town of Rat Portage itself, have been declared, by authority of Orders in Council, no longer subject to the Acts in question, leaving the line between Rat Portage and Port Arthur still so subject.

That under date the 6th ult., the Canadian Pacific Railway Company have notified this Department that the services of the Commissioner are not required by them.

The undersigned accordingly recommends that the Act of Parliament of Canada, 32 and 33 Vic., chap. 24, entitled: "An Act for the preservation of the Peace in the vicinity of Public Works," and the Act, 33 Vic., chap. 28, entitled "An Act to amend an Act for the better preservation of the Peace in the vicinity of Public Works," be, in pursuance of the provisions of the said Acts, declared by proclamation to be no longer in force along the line of the Canadian Pacific Railway, nor within ten miles on either side thereof, between Rat Portage and Port Arthur; further, that the services of Mr. John Macdonald be terminated, as being no longer required.

Respectfully submitted,

J. H. POPE, *Acting Minister, Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 5th November, 1883.

On a memorandum dated 2nd November, 1883, from the Acting Minister of Railways and Canals, submitting that under various Orders in Council sections of the Acts for the preservation of the peace have been brought into force along the line of the Canadian Pacific Railway, between Selkirk and Prince Arthur's Landing, and commissioners have been appointed for the enforcement of their provisions.

The Minister represents, that in consequence of the completion of the works, the need for the operation of these Acts no longer existing, the districts comprised in the distance between Selkirk and Rat Portage, and in the limits of the Town of Rat Portage itself, have been declared by authority of Orders in Council, no longer subject to the Acts in question, leaving the line between Rat Portage and Prince Arthur's Landing still so subject; and that under date the 6th ult, the Canadian Pacific Railway Company have notified this Department that the services of the Commissioner are not required by them.

The Minister accordingly recommends that the Act of Parliament of Canada, 32 and 33, Vic., chap. 24, intituled, "An Act for the better preservation of the Peace in the vicinity of Public Works," and the Act 33, Vic., chap 28, intituled, "An Act to amend an Act for the better preservation of the Peace in the vicinity of Public Works," be, in pursuance of the provisions of the said Acts, declared by proclamation to be no longer in force along the line of the Canadian Pacific Railway, nor within 10 miles of either side thereof, between Rat Portage and Prince Arthur's Landing; and further, that the services of Mr. John McDonald, Commissioner, be terminated as being no longer required.

The Committee submit the foregoing recommendations for Your Excellency's approval.

JOHN J. McGEE.

Hon. Minister Railways and Canals.

OTTAWA, 13th November, 1883.

SIR,—By direction of the Acting Minister of this Department, I have to inform you that under date the 5th inst., an Order in Council has passed, authorizing the withdrawal of the section of the Canadian Pacific Railway, between Prince Arthur's Landing and Rat Portage, from the operation of the Acts for the preservation of the Peace on Public Works.

Your own further services as Commissioner being, by reason of such withdrawal not now required, the said Order authorizes their termination. I am accordingly to inform you that your services in this connection will cease at the close of the present month.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

JOHN McDONALD, Esq.

OTTAWA, 14th, November, 1883.

SIR,—I have received from the Secretary of State Department an Order in Council of the 5th inst., authorizing a proclamation to withdraw from the operation of the Acts 32 and 33 Vic., chap. 24, and 33 Vic., chap. 28, the territory between Selkirk and Prince Arthur's Landing.

I see by the Order in Council that the services of Mr. McDonald are to be dispensed with. I take it for granted that instructions to that effect will be sent either by your Department or by the Secretary of State.

I am, Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice*.

A. P. BRADLEY, Secretary, Railway and Canals.

(2.) CORRESPONDENCE RELATING TO ASSUMPTION AND VALUATION OF ROLLING STOCK ON THE THUNDER BAY SECTION.

OTTAWA, 19th July, 1883.

SIR,—As you have been appointed by the Government, as well as by the Canadian Pacific Railway Company, to appraise the Government rolling stock (except locomotives), west of Prince Arthur's Landing, this Department will be glad to know when you propose leaving for the purpose.

Mr. Stronach, the Government Inspector of rolling stock, in Winnipeg, is notified of your visit, and is instructed to go with you and give you any information you may require.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

JAMES CROSSEN, Cobourg, Ont.

COBOURG, ONT., 27th July, 1883.

DEAR SIR,—I received your letter of the 19th inst., with many thanks. I have been away from home for 8 or 10 days, and have just returned. I will try, if I can make it convenient, to leave here the week after next, to appraise the Government rolling stock (except locomotives), west of Prince Arthur's Landing.

I will let you know definitely 2 or 3 days before I leave.

I am, respectfully yours,
JAMES CROSSEN.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 9th August, 1883.

SIR,—I am directed to inform you that your appointment as Valuator of the locomotives belonging to the Government, and used by Messrs. Manning, MacDonald & Co., on the line of the Canadian Pacific Railway embraced in their contract No. 41, has been agreed upon by both the Government and the Canadian Pacific Railway Company, by whom the stock is to be purchased.

I am to request that you will state whether you are prepared to undertake the duty involved, and to suggest, that if so prepared, you should proceed to the West in company with Mr. Crossen, valuator of the cars.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

P. CLARKE, Mechanical Supt., Northern Railway, Toronto.

NORTHERN AND NORTH-WESTERN RAILWAY,
MECHANICAL DEPARTMENT, TORONTO, 10th August, 1883.

DEAR SIR,—I received your favor of the 9th inst., to-day, and immediately replied by wire, as follows:—

“Letter received; will undertake the duty and proceed West with Mr. Crossen when required. Please advise.”

You will please, if possible, advise me a day or two before I am required to leave, and oblige.

Yours truly,
P. CLARKE.

A. P. BRADLEY, Secretary, Railways and Canals.

OTTAWA, 11th August, 1883.

Communicate with James Crossen, Cobourg, and proceed with him as soon as possible to value the rolling stock. Address when you leave.

A. P. BRADLEY.

P. CLARKE, Mechanical Supt., Northern Railway, Toronto.

OTTAWA, 11th August, 1883.

Communicate with P. Clarke, Mechanical Superintendent, Northern Railway, Toronto, and proceed with him as soon as possible to value the rolling stock. Advise when you leave.

A. P. BRADLEY.

JAMES CROSSEN, Cobourg.

COBOURG CAR WORKS, COBOURG, ONT., 14th August, 1883.

DEAR SIR,—I received your telegram, "Communicate with P. Clarke, Mechanical Superintendent Northern Railway, Toronto, and proceed with him as soon as possible to value the rolling stock. Advise when you leave."

I am making my arrangements and also arranging with Mr. Clarke to try and leave next weeeek. I will advise you two or three days before I leave.

I am, respectfully yours,

JAMES CROSSEN,

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 14th August, 1883.

Clarke has accepted the duty of Valuator, and has been asked to communicate with Crossen, as to time of leaving, that they may go together.

J. H. POPE.

W. C. VAN HORNE, Montreal.

By telegraph from Toronto.

To A. P. BRADLEY, Secretary Railways and Canals,

August 18th, 1883.

Mr. Crossen and myself intend to leave by S.S. "Campana" next Tuesday.

P. CLARKE.

COBOURG CAR WORKS, COBOURG, Ont., August 18th, 1883.

DEAR SIR,—I have concluded arrangements with Mr. Van Horne and Mr. Peter Clarke to leave here on Tuesday morning next for Prince Arthur's Landing, *via* Toronto and Collingwood. Mr. Van Horne has arranged to have a car there for us on Friday morning and promised to notify your Mr. Stronach, Government Inspector, to be there, so as to commence work at that point and proceed on our journey until we get through.

Trusting this will be satisfactory to all concerned.

Yours truly,

JAMES CROSSEN.

A. P. BRADLEY, Secretary Railways and Canals.

COBOURG, 22nd September, 1883.

DEAR SIR,—Referring to your favor of 19th July last, I proceeded on the 21st day of August, in company with Messrs. F. R. F. Brown, of the Canadian Pacific Railway, and P. Clarke, of Toronto, to Prince Arthur's Landing, where we met Mr. Stronach, Government Inspector, and at once commenced to carry out your instructions in said letter, viz.: to value certain rolling stock on the Canadian Pacific Railway, west of Port Arthur, and now have the pleasure of enclosing you a statement of the result of my labors, which I trust will give satisfaction to all concerned.

All the cars are included in this valuation with the exception of No. 1 combination, baggage, express and smoking car, that has been changed to an official car, and is being used by Messrs. Manning, McDonald & Co.

I have taken a memorandum of same, but it is not included in statement.

I remain, dear Sir, yours very respectfully,

JAMES CROSSEN.

P. S.—Enclosed you will find a communication from Mr. P. Clarke, which he requested me to forward with mine.

A. P. BRADLEY, Secretary Railways and Canals.

VALUATION of Certain Rolling Stock on the Canadian Pacific Railway, (Western Division), made by the undersigned, August, 1883, at the request of the Dominion Government and the Canadian Pacific Railway Company.

FLAT CARS—CLASS No. 1.

Car Number	Description.			Value.	Car Number.	Description.			Value.	
1	W.D.	Sec. B		} Number One.	30	W.D.	Sec. B		} Number One.	
2	do	do			32	do	do	Red G		
5	do	do			33	do	do			
6	do	do			35	do	do			
7	do	do			37	do	do			
8	do	do	Red G		38			do		
10	do	do	do		39	do	do	do		
11	do	do			41	do	do	do		
12	do	do			43	do	do			
14	do	do			44	do	do			
15	do	do			46	do	do			
16	do	do			47	do	do			
17	do	do			48	do	do			
18	do	do			49	do	do	do		
22	do	do			50	do	do			
23	do	do			53	do	do			
24	do	do			54	do	do			
25	do	do	Red G		56	do	do			
26	do	do			57	do	do			
27	do	do			60	do	do	do		
28	do	do			60	do	do			
29	do	do			61	do	do			
22 Cars.						22 Cars.				
62	W.D.	Sec. B			} Number One.	79	Sec. B	Green O		
63	do	do	Red G			80	do	do		do
65	do	do				81	do	do		do
66	do	do				82	do	do		do
67	do	Sec. B				83	do	do		do
68	do	do	do			84	do	do		do
69	do	do		86		do	do	do		
70	do	do		88		do	do	do		
71	do	do		89		do	do	do		
72	do	do		91		do	do	do		
73	do	do		92		do	do	do		
74	do	do	do	93			Red G	do		
75	do	do		94			do	do		
76	do	do		96		do	do	do		
77	do	do	do	97		do	do	do		
78	do	do		98		do	do	do		
10		do	Green O.	Tor.		100		do	do	
37		do		do		103	do	do	do	
41		do		do		104	do	do	do	
69		do	do	do		105		do	do	
71		do	do	do		106		do	do	
72		do		do		107	do	do	do	
73		do		do		108		do	do	
74		do		do		109	do	do	do	
76		do		do		110	do	do	do	
78		do		do		111	do	do	do	
					112	do	do	do		
26 Cars.					26 Cars.					

VALUATION of certain Rolling Stock on the Canadian Pacific Railway, etc.—Continued.

FLAT CARS.—CLASS No. 1—Continued.

Car Number.	Description.			Value.	Car Number.	Description.			Value.
113	Sec. B		Green O		154	Sec. B		Green O	
114	do		do		155	do		do	
115			do		156	do		do	
116	Sec. B		do		158	do		do	
117		Red G	do		159	do		do	
118	Sec. B		do		160	do		do	
120	do		do		161	do		do	
123		Red G	do		162	do		do	
127	do		do		163	do		do	
131	do		do		164	do		do	
132	do		do		165	do		do	
133	do		do		3082	do		do	
136			do		3083	do			
137	Sec. B		do		3064	do			
138	do		do		3065	do			
139	do		do		3066	do			
140	do		do		3067	do			
141	do		do		3068	do			
143	do		do		3069	do			
144	do		do		3070	do			
145	do		do		3071	do			
146	do		do		3072	do			
147	do		do		3073	do			
149	do		do		3074	do			
150	do		do		3075	do			
152	do		do		3076	do			
153	do		do						
27 Cars.					26 Cars.				
3077	Sec. B				3108	Sec. B	Red G		
3078	do				3109	do	do		
3079	do				3110	do	do		
3081	do				6	Sec. A	do		
3082	do				9	do	do		
3083	do				15	do	do		
3084	do				32	do	do		
3085	do	Red G			34	do	do		
3087					35	do	do		
3088					36	do	do		
3089	Sec. B				37	do	do		
3090	do				38	do	do		
3091	do				43	do			
3092	do				44	do	Red G		
3094					45	do	do		
3095					52	do	do		
3086	Sec. B				58	do	do		
3097	do				64	do	do		
3098	do				65	do	do		
3100	do				66	do	do		
3101	do	Red G			69	do	do		
3102	do				71	do	do		
3103	do				72	do	do		
3104	do				76	do	do		
3105	do				81	do	do		
3106	do				84	do	do		
3107	do								
27 Cars.					26 Cars.				

Number Three.

Number Four.

VALUATION of certain Rolling Stock on the Canadian Pacific Railway, etc.—Continued.

FLAT CARS.—CLASS NO. 1.

Car Number.	Description.	Value.
85	Sec. A Red G	} Number Five.
87	do	
89	do	
91	do	
93	do	
98	do	} Number Five.
No. Number.	Red Boarding Car.	

RECAPITULATION.

1	44	Cars.
2	53	do
3	53	do
4	53	do
5	7	do

Total, 210 Cars of Class No 1, at \$270 ea.. \$56,700

CLASS NO. 2.

Car Number.	Description.	Value.
99	Sec. B Red G Green	} Number Five.
119	do do do	
121	do do do	
122	do do do	
125	do do do	
126	do do do	
128	do do do	
129	do do do	
134	do do do	
142	do do do	
148	do do do	
151	do do do	
157	do do do	
167	do do do	
168	do do do	
3080	do do do	
3086	do do do	
3099	do do do	
3111	do do do	
26	Sec. A do do		} Number Six.
28	do do do	
41	do do do	
46	do do do	
47	do do do	
50	do do do	
53	do do do	
26	Cars.	

Car Number	Description.	Value.
CLASS No. 2.		
9	W. D. Sec. B	} Number Six.
13	do do	
20	do do	
21	do do	
31	do do	
34	do do	
36	do do	
40	do do	
42	do do Red G	
51	do do do	
55	do do do	
79	do do do	
1	do do do	
3	do do do Green O.	
11	do do do	
43	do do do	
52	do do do	
56	do do do	
59	do do do	
70	do do do	
75	do do do	
77	do do do	
85	do do do	
87	do do do	
90	do do do	
95	do do do	
56	Sec. A do do	
59	do do do	
60	do do do	
61	do do do	
63	do do do	
67	do do do	
68	do do do	
70	do do do	
75	do do do	
77	do do do	
79	do do do	
80	do do do	
83	do do do	
88	do do do	
95	do do do	
41	Cars.	

RECAPITULATION.

5	26	Cars.
6	41	do
Total, 67 Cars of Class No. 2, at \$225 ea...\$15,075		

VALUATION of certain Rolling Stock of the Canadian Pacific Railway, etc.—Continued
 FLAT CARS—CLASSES Nos. 3 & 4.

Car Number.	Description.				Value.	Car Number.	Description.				Value.
4	W.D.	Sec. B.				51	Sec. B.	Green O	Tor.		
19	do					54		do	do		
52	do					55	do	do	do		
58	do					57	do	do	do		
5	do					60	do	do	do		
6						61	do	do	do		
8						63		do	do		
12			Red G			101	do	do	do		
19						102	do	do	do		
20						124	do	do	do		
21	Sec. B.					135	do	do	do		
22						166	do	do	do		
23											
24	do					2	Sec. A	Red G			
27		Red G	Green O.			3	do	do			
28						4	do	do			
29	do		do			10	do	do			
31						11	do	do			
33	do	do	do			12	do	do			
35	do					13	do	do			
36	do		do			14	do	do			
38	do					16	do	do			
39	do					18	do	do			
42	do		do			19	do	do			
45	do					20	do	do			
47	do		do		Adr	21	do	do			
50	do		do		do	22	do	do			
27 Cars.						26 Cars.					

Number Seven.

					RECAPITULATION.					
25	Sec. A	Red G			7—53 cars.					
27	do	do			8—27 do					
29	do	do			Total.... 80 cars of Class No. 3, at \$175=\$14,000					
31	do	do								
33	do	do								
39	do	do								
49	do	do								
54	do	do								
57	do	do								
62	do	do								
73	do	do								
74	do	do								
78	do	do								
82	do	do								
86	do	do								
90	do	do								
92	do	do								
94	do	do								
96	do	do								
97	do	do								
99	do	do								
No										
Number.	Sec. B	Green O.	Tor.		3	W. D.	Sec. B	Green O	Adr.	
do		do	do		2			do	do	
do		do	do		7			do	Tor.	
do	do	do	do		9	do		do	do	
Duplicate.	do	do	do		13			Red G...	Adr.	
15			do		14			do	do	
9			do		15	do		do	do	
			do		16			do	do	
			do		17			do	do	
			do		18			do	do	
			do		25	do		do	do	
			do		30	do		do	Tor.	
			do		32	do		do	do	
			do		34	do		do	do	
			do		44	do		do	do	
			do		53	do		do	do	
			do		58	do		do	do	
			do		62	do		do	do	
			do		130	do	Red G		do	
27 Cars.					19 Cars.					

Number Eight.

Number Eight.

VALUATION of certain Rolling Stock on the Canadian Pacific Railway, etc.—Continued.

Car Number.	Description.				Value.
1	Sec. A	Red	G		Number Nine.
5	do	do			
7	do	do			
8	do	do			
17	do	do			
23	do	do			
30	do	do			
40	do	do			
42	do	do			
48	do	do			
51	do	do			
55	do	do			
No	Sec. B		Green O. Tor.		
Number	do		do do do		
do	do		do do do		
Duplicate	do		do do do		
Nos.					
10			do Ard.		
37			do do		
3	do		do Tor.		
18 Cars.					

Car Number.	Description.		Value.
45	Sec. B	Destroyed by Contractor.....	
59	do	Burned and charged to Sec. B	
3093	do	Lost and charged to Contractors, Sec. B.....	
3	Cars.		

RECAPITULATION.

Fol. 1 to 5.—Class No. 1, 210 Cars at \$270 =	\$56,700
5 & 6.— do 2, 67 do 225 =	15,075
7 & 8.— do 3, 80 do 175 =	14,000
8 & 9.— do 4, 37 do 130 =	4,810
	<u>394</u>
Fol. 9.—3 Cars destroyed and lost.....	3
	<u>397</u>
Total.....	<u>90,585</u>

RECAPITULATION.

Fol. 8.—19 Cars.
do 9.—18 do

37 Cars of Class No. 4, at \$130 = \$4,810.

No. 1. Coach, value.....	\$ 650 00
“ 2. “	2,200 00
“ 3. “	550 00
	<u>\$3,400 00</u>
“ 24. Sec. A, Red G, Conductor's van.....	400 00
One short 20ft. shovel car.....	200 00
	<u>\$4,000 00</u>
Total valuation of 394 flat cars.....	\$90,585 00
“ 3 coaches.....	3,400 00
“ Van and shovel car	600 00
	<u>\$94,585 00</u>

JAMES CROSSEN.

NORTHERN AND NORTH-WESTERN RAILWAYS,

TORONTO, September 18th, 1883.

SIR,—Herewith please find statement showing my valuation of certain locomotives on the Canadian Pacific Railway (Western Division), being the rolling stock you had reference to, in your letter of the 9th ult.

I am, Sir, your obedient servant

P. CLARKE.

A. P. BRADLEY, Secretary Railways and Canals.

P. S.—I have forwarded a duplicate copy of the statement to W. C. Van Horne General Manager, Canadian Pacific Railway, Montreal

VALUATION of certain Rolling Stock on the Canadian Pacific Railway (Western Division), taken by the undersigned, August, 1883, at the request of the Dominion Government and the Canadian Pacific Railway.

No. of Engine.	Name.	Maker.	Remarks.	Value.	
				\$	cts.
1	.....	I. C. R.....	Rebuilt at Richmond Works.....	2,700	00
2	.....	do	do	3,200	00
3	.....	do	do	3,000	00
4	.....	do	do	2,900	00
4	.....	Dubbs	.....	4,000	00
5	.....	do	.....	4,200	00
6	.....	Portland	.....	4,500	00
1	.....	Kingston	This engine was in a collision, July, 1883, and badly damaged; but this valuation is based on the condition of the engine as before that occurred.....	4,800	00
2	.....	do	.....	5,150	00
5	.....	do	.....	5,000	00
8	.....	do	.....	5,300	00
	Sitting Bull.....	Pittsburg	.....	4,800	00
1	Countess of Dufferin.....	Balwin	.....	5,800	00
1	J. G. Haggart.....	.....	.....	5,700	00
3	Jas. McKay.....	.....	.....	6,200	00
4	Jas. M. Rowan.....	.....	.....	6,200	00
	Jos. Whitehead.....	.....	This engine is under repairs at Hawk Lake..	6,200	00
	Jos. Brophy.....	.....	.....	5,500	00
	Empress of India.....	.....	.....	6,100	00
			Lot of spare gear, for I.C.R., at Fort William	55	00
			Grand Total.....	\$91,305	00

P. CLARKE,
Valuator.

Toronto, 15th September, 1883.

A. P. BRADLEY, Secretary, Railways and Canals.

List of rolling stock upon the Canadian Pacific Railway, the property of Canadian Government, 22nd September 1883.

- 19 Locomotives,
- 3 Passengers cars,
- 1 Baggage and smoking car,
- 1 Conductor's van,
- 2 Box freight cars,
- 403 Platform cars,
- 1 Steam shovel car,
- 1 Boarding car,

Memorandum added 1st October 1883 :—

The following stock is embraced in a valuation made by Messrs. Clarke and Crossen :—

- 19 Locomotives,
- 394 Platform cars,
- 3 Passenger cars,
- 1 Conductors's van,
- 1 Steam shovel car,
- 3 Accounted for as missing.

The following have been apparently inadvertently omitted.

- 9 Platform cars,
- 1 Baggage and smoking car.
- 2 Box cars,
- 1 Boarding car.

C. SCHREIBER.

OTTAWA, 1st October, 1883.

OTTAWA, 5th October, 1883.

SIR,—By direction of the Acting Minister, I have to request that you will be pleased to take steps for the transfer to the Canadian Pacific Railway Company of certain rolling stock on the line west of Port Arthur, in accordance with valuations made in August last, at the joint request of the Government and the Company, and submitted by Mr. James Crossen, under date the 22nd ult., as regard the cars, and by Mr. P. Clarke, under date the 18th ult., as regard the locomotives, the several items aggregating as follows :—

19 Locomotives.....		\$91,305.00
394 Flat cars.....	\$90,585.00	
3 Coaches.....	8,400.00	
Van and shovel car.....	600.00	
	94,585.00	
		\$185,890.00

In this connection, however, it appears from the memorandum furnished by you, dated the 1st inst., that in addition to the above, the following, completing the stock owned by the Government, have inadvertently been omitted, namely :—

- 9 Platform cars,
- 1 Baggage and smoking,
- 2 Box cars,
- 1 Boarding car.

In handing over, you will see that the Company are charged with their value. I enclose a copy of the several valuations, for transmission to the Company.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

C. SCHREIBER, Chief Engineer, C.P.R.

SESSIONAL PAPERS

RELATING TO THE

CANADIAN PACIFIC RAILWAY

1883-84.

Printed by Order of Parliament.



OTTAWA:
PRINTED BY MACLEAN, ROGER & CO., WELLINGTON STREET,
1884.

THE UNIVERSITY OF CHICAGO

PH.D. THESIS

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THE UNIVERSITY OF CHICAGO

PH.D. THESIS

CONTRACTS

(31b)

For the Canadian Pacific Railway, entered into since the last Session of Parliament, copies of which, by Section 19 of "The Canadian Pacific Railway Act, 1874," (37 Vict., Cap. 14) are required to be laid before both Houses of Parliament within one month of the opening of each Session.

Departmental No. of Contract.	Chief Engineer's No. of Contract.	Contractors.	Works.
Proposition. No. 31830.—3rd July, '83. Acceptance. No. 31913.—9th July, '83.	99th.	The Canadian Pacific Railway Company.	To complete the Canadian Pacific Railway from Fort William to Selkirk.

MONTREAL, 3rd July, 1883.

SIR,—In view of the great importance to the country of the early opening of the line from Fort William to Winnipeg, an arrangement was made between the Company and the Honorable Minister of Railways and Canals, early in May, whereby the section between Rat Portage and Fort William was turned over to this Company in an incomplete condition, with the understanding that it should be finished by the company and that the cost thereof should be paid by the Government.

Owing to the necessity of immediate action no details were agreed upon, except that so much of the work as was covered by the contract of Manning, Macdonald, McLaren & Co. should be completed by the Company, at the contract prices, less 15 per cent., which had been allowed the contractors for preliminary work. This work was all included in what is known as Contract 42.

The remaining sections, known as Contracts 41, 25, and 13, were also incomplete, a large amount of ballasting and filling being required upon all of them, and in the case of the two latter, upon which the track had been laid six to eight years, all of the timber structures and a large proportion of ties required renewal at an early date.

At many stations between Rat Portage and Fort William the side tracks were incomplete, and in some cases none had yet been provided. At each of the two divisional points 9,600 feet of side tracks and an engine house track had yet to be provided.

The water service was only suitable for construction purposes, and not for regular traffic, and twenty frost-proof tanks were required.

No depots had been erected save one at Rat Portage. The Government had put six under contract, but twenty-five more were necessary. A number of houses, built of logs, for the use of the engineers during construction, had been erected along the line. These the Company hold to be unfit for depots, although they will answer for section houses; but if they are so used, twenty-seven additional section houses will be needed. Two engine sheds and turn-tables, each to hold twelve engines, are also necessary.

Aside from the ordinary work of construction, a large expenditure of labor will be required in replacing ties and removing bent rails from the main line and relaying them in sidings and work of similar character.

When the line between Selkirk and Cross Lake was taken over by the Company in 1881, a large amount of ballasting had yet to be done, and it was agreed that the Company should complete this for the Government at a price agreed upon. The Government have paid nothing on this account as yet. The section between Cross Lake and Rat Portage was turned over to the Company in 1882, without depots or section houses, save a number of engineers' houses which may be utilized for the latter purpose. On this section five depots are needed.

It is already apparent that many difficult and embarrassing questions will arise in connection with the final completion of the railway, and, with a view to avoiding these and to secure the completion of the line and buildings in conformity with the standards of the Company, which in most cases differ from those of the Government, the Company desire to propose to relieve the Government of the entire work for a lump sum.

I beg, therefore, to submit the following proposition:—

The Company will undertake, for the sum of \$940,000 to complete, in a first-class manner, the entire line from Selkirk to Fort William, and provide all sidings and all depots, section houses, engine sheds, and all other usual and necessary structures, and make all renewals of ties and bridges, and do all other necessary work, provided, that the Government shall complete and pay for the six depot buildings now under contract, and shall furnish the necessary rails and fastenings (which are understood to be already on hand) for the completion of all station sidings, to a length of 1,600 feet and for 9,600 feet of sidings at each of two divisional points, and for an engine house track 700 feet in length at each of said points: provided also, that the Company may be free to follow their own standards where standards have been adopted, and to arrange all stations, buildings, &c., as they may deem best for the convenient operation of the railway.

The Company will also take over and pay the Government the cost price of any ties or timber, or other material, now on hand, that may be required for the completion of the line. The Company will also take over and pay their fair market value for any rails or fastenings that may remain, after providing for the sidings, as before mentioned.

In this connection I would draw attention to the fact that the line between Thunder Bay and Winnipeg, while its local traffic for some years to come will be light, will have a through traffic, mainly competitive, requiring to be carried at a reasonable rate of speed, and the character of the road, as well as the facilities to be provided for business, must necessarily be far beyond what would be required for a mere local line, and, while the lump sum named is believed to be much less than it would cost the Government to complete the line in accordance with the letter of the contract with the Company, a very large additional amount will have to be expended by the Company strengthening dangerous points, in providing additional facilities, and, generally, in making the line all that it should be for the traffic it will have to carry.

I have the honor to be, Sir, your obedient servant,

W. C. VAN HORNE, *General Manager.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

P. S.—The foregoing communication having been returned to me for explanations as to certain points, I beg to say that the sum named, \$940,000, is exclusive of the 15 per cent. deducted from the train work on Contract 42, and if this item is to be considered in this connection, the amount should be added to the lump sum, making it \$981,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.

W. C. VAN HORNE, *General Manager.*

CERTIFIED Copy of a Report of a Committee of the Privy Council, approved by His Excellency the Governor General in Council, on the 9th July, 1883.

On a memorandum dated 5th July, 1883, from the Acting Minister of Railways and Canals, representing that under date the 3rd July instant, the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which between Selkirk and Telford was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage by an Order in Council of the 12th January, 1882.

The Minister further represents that by an Order in Council of the 30th April last, sanction was granted to an arrangement whereby the contractors for section "B" between Keewatin (a short distance west of Rat Portage) and Eagle River, might be enabled to surrender to the Canadian Pacific Railway Company the work still remaining unexecuted, together with the operating of the road east to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have conducted the traffic accordingly.

The Minister also states that the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which under the 7th section of their contract rests with the Government, and further performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, ballasting and engine house construction, as may be required to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (926,000), and under date the 4th instant, the Chief Engineer has reported to the effect that the amount named is fair and reasonable and approximates very closely to his own estimate of the value of the work to be done, and that the contract date for the completion of section "B" between Eagle River and Keewatin was the first of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than the one control, the Chief Engineer advises that the offer be accepted.

The Minister, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends that, in the public interest, authority be given for the acceptance of the offer now made by the Company, the work to be performed in all respects to the full satisfaction of the Chief Engineer, and to be paid in such proportion as may be fixed from time to time by his certificate.

The Committee concur in the report of the Acting Minister of Railways and Canals and the recommendation therein, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

P A P E R S

(31c)

Connected with an Application from the Canadian Pacific Railway Company, for an Advance, on Security, of a Sum sufficient to enable them to continue the work of Construction.

DOCUMENTS ENCLOSED.

LETTER FROM MR. G. STEPHEN, 15th January, 1884, President of Company, submitting reasons for his application for assistance, and propositions under which it might be granted.

REPORT OF MR. C. SCHREIBER, 19th January, 1884, on above.

REPORT TO COUNCIL, 30th January, 1884, recommending the adoption of accompanying resolutions, making provision for the assistance deemed expedient to be given.

ORDER IN COUNCIL, 31st January, 1884, authorizing the preparation of a Bill on the subject, and submission of the same to Parliament.

MONTREAL, 15th January, 1884.

SIR,—I have the honor, on behalf of the Canadian Pacific Railway Company, to lay before you, for the information of the Government, the following representations:—

In the beginning of November last I had the honor of submitting to the Government a proposal for its co-operation in securing a minimum dividend, at the rate of 3 per cent. per annum, upon the outstanding stock of the Company, which the Company believed would have the effect of increasing the market value of its shares to such an extent as to make the unissued stock available to assist in providing funds for the completion of the Canadian Pacific Railway by the end of 1885. And this belief was shared by the friends and financial agents of the Company in the principal financial centres of Europe and the United States.

As you are aware, the Government, after a very full discussion of the matter, thought fit to accede to the request of the Company, and entered into an arrangement for securing the payment of a semi-annual dividend, at the rate of 3 per cent. per annum, on the outstanding stock of the Company amounting to \$65,000,000, under which the sum of \$8,710,240 in cash was placed in the hands of the Government to meet the dividend payments for five years, and a preferential charge was created upon securities to the amount of \$8,250,000 to secure the payment by the Company to the Government of the further sum of \$2,853,912 on or before the 1st February next, and of \$4,527,000 on the 17th August, 1888. These sums, together with the cash deposited, constituting an amount sufficient to provide the entire fund required for the secured dividend during the whole period of ten years. The remainder of the authorized capital stock of the Company, amounting to \$35,000,000, was also deposited with the Government, subject to the right of the Company to issue any portion of it, upon payment to the Government in advance, of the amount required to pay the secured dividend upon the amount so issued. I regret to say, however, that the arrangement so made has not attained its object in any degree. The stock markets of the world have been in a depressed state for some months. The credit of the Company, its means and resources, and the capabilities of the North-West Territories as an advantageous field for emigration and colonization

have been systematically decried and assailed by the most calumnious and unfounded statements. And by such means, and by urging the possibility of the whole of the remaining stock of the Company being at any moment placed upon the market, any rise in the market value of the stock has been effectually prevented. In fact, when the amount paid in advance of dividends is considered, the stock will be found to have fallen much below the rate at which it was held before the dividend was secured.

Although, therefore, the Company is possessed of ample means and resources, taken at their fair value, for the completion of its line within the time it has lately contemplated as practicable, it is not in a position to realize upon its property or its remaining stock, without ruinous sacrifice; and the payment to the Government of \$8,710,240 in advance of secured dividends, has deprived it for the moment of the means for continuous, vigorous exertion in construction, without enabling it to recoup itself by the sale of its stock, as was confidently and reasonably expected.

In support of the statement that I make, that the Company has ample means and resources for the completion of its work, I would submit to you some facts and statistics, which I think fairly justify that assertion.

Of the subsidies in money and land to which the Company is entitled under the contract, the Company has earned, of the money subsidy.....	\$12,289,211
Leaving a balance of.....	<u>12,710,789</u>
Of the land subsidy, it has earned.....	13,755,705 acres.
Of which it has sold.....	<u>3,753,400</u> “
Leaving a balance earned of.....	10,002,305 “
And unearned, of.....	<u>11,244,295</u> “
Balance of land grant available	<u>21,246,600</u> “

The balance of the cash subsidy need not be remarked upon.

The value of the balance of the land subsidy may be exemplified by the result of the realization of the portion already sold, which has produced a net return of \$2.36 per acre. At this price, the balance of lands would realize, say 21,247,000 acres, at \$2.36 per acre, \$50,142,920.

In dealing with the land grant, the Company availed itself of the power of issuing land grant bonds to the amount of \$25,000,000, constituting a first mortgage on the lands, but not creating any charge upon the railway. And these bonds or their proceeds were placed in the hands of the Government to be returned to the Company as the work should proceed, in the same proportion in which it is entitled to receive the lands, and at the rate of \$1 for each acre earned; but subject to a reserve of one-fifth, to constitute a fund of \$5,000,000 to be held by the Government as security for the operation of the railway. The land grant was conveyed to trustees by way of mortgage to secure the land grant bonds, the entire proceeds of sales to be appropriated to the redemption of the bonds. And a reference to what has been done by the trustees will further exemplify the value of the lands as a security.

Of these bonds the Company has sold \$10,000,000.

It has redeemed and destroyed.....	\$6,667,000
There are held by land companies against payments for lands sold not yet due...	846,000
There are balances payable by individuals on land sold but not yet due, which are available for redemption of bonds.....	<u>1,363,500</u>
	<u>\$ 8,876,500</u>

Balance of bonds to be provided for out of unsold lands.	\$ 1,123,500
Balance of bonds in the hands of the Government.....	15,000,000

Total amount of bonds existing..... \$16,123,500

The lands now actually earned and unsold are ample to pay off these bonds in full; thus, 10,002,305 acres, at \$2.36 per acre.....	23,605,440
Leaving a surplus from earned lands, after paying off the entire land grant bond issue, of.....	<u>7,481,840</u>

But the amount of land grant bonds unredeemed is not the measure of the Company's liability upon them. That liability is as follows:—

Amount of bonds in the hands of the public	\$1,123,500
Amount of bonds charged with a lien for the payment of the balance required to secure the guarantee dividend	<u>5,258,000</u>

Total amount for which the Company is liable... \$6,381,500

As against this there are—

Balance of lands earned and unsold...	10,002,305 acres
Balance of lands unearned.....	11,244,295 "

Total

Say, 21,247,000 acres, at \$2.36 per acre..... 50,142,920

Surplus of proceeds of lands over entire charge thereon \$43,761,420

In addition to these assets, which come directly from the Government and are under its control, the Company has in the hands of the Government the remainder of its stock, viz.: \$35,000,000, subject to the payment of \$8,575,000 to secure the dividend. And the Company has also a further amount of \$10,000,000 of stock, upon which it has obtained an advance of \$5,000,000.

It has expended upon its main line of railway, including the completion of 1,121 miles, the sum of.....	\$23,563,564
(This amount comprises \$484,614, paid in respect of securities deposited with the Government to release the \$1,000,000 cash security.)	
It has expended upon branch lines, including the completion of 269 miles, the sum of	3,827,092
It has expended in the improvement of railway received from the Government, the sum of.....	353,601
It has equipped its lines and branches, at a cost of.....	8,638,306
It has acquired extensions from Callander to Montreal and Brockville, at a cost of.....	3,203,050
It has on hand materials, rails, &c.....	4,028,604
It has paid to the Government in advance of dividend, say	8,710,240
It has paid interest on capital stock.....	2,128,000
Also interest on land grant bonds, and expenses in connection with land grant.....	372,880
It has made advances towards acquiring a line to the sea board, and for other purposes within its charter...	3,482,251
It has acquired real estate for termini, &c., at a cost of	<u>390,789</u>
	<u>\$58,695,377</u>

And it has only received out of its entire cash and lands subsidies the aggregate sum of.....	21,318,222
Leaving a balance of.	<u>\$37,377,155</u>

The above items of expenditure consist of net cash outlay; and the above balance represents the amount which has been provided by the Company itself.

These figures are based upon the returns up to 31st December last.

While the strength of the Company's position and the extent of its property and resources are thus sufficiently manifest, you will remark that they are not of such a nature as to be immediately available for providing the money required to carry on construction at the rate at which it is proceeding.

The progress of the surveys and the information now obtained, enable the Company to estimate, with approximate certainty, that the cost of completing the work contracted for will not exceed the sum of \$27,000,000.

The Company has now about 9,000 men at work, and their wages, the supplies, plant and materials necessary to keep them fully employed, the maintenance of the needful proportion of rolling stock, and of the required staff, all of which will be largely increased during the summer months, will, together, require an average monthly expenditure during 1884 of about \$1,250,000, and during 1885 of about \$1,000,000.

There is also a certain amount of indebtedness always necessarily current, which at present has increased beyond the average, and it is essential that this should be provided for without delay,

It might not be impracticable for the Company to relax its efforts for the completion of its work within two years, and fall back upon the delay allowed by its contract, thus avoiding the necessity, in a large degree, for the financial aid it now seeks. But the Company considers that such a change in its plans would retard the progress of the settlement of the North-West, would lock up the capital already expended on the work and would be disadvantageous, in many other respects, in the highest degree both to the country and to the Company.

Upon the whole, therefore, the Company feels that it should not abandon the idea of a speedy completion of its undertaking, and acting upon that view, and being, as has been already shown, unable to realize upon its property, without an inordinate sacrifice, it has determined to apply to the Government for the temporary assistance it needs in order to complete its enterprise within the time recently contemplated.

In this connection, I have further the honor to point out to the Government that as the Company has expended a sum of \$37,377,155, of its own funds in the construction and equipment of the railway, it cannot be any longer necessary that the Government should retain the sum of \$1,000,000, deposited under the contract as security for construction; and further, that as the railway, in its present incomplete state, is already producing an income, the net revenue during the last nine months having been \$978,660; security for its operation is equally unnecessary. It appears to the Company, therefore, that the Government might now dispense with the deposit of \$1,000,000, as security for construction, and with the deposits of bonds stipulated for, as security for operation. It can scarcely be contended that these securities are any longer needed, and their retention not only impairs the Company's means, but remains as a standing imputation by the Government of the Dominion, upon the value of the railway as a commercial enterprise, and, indirectly upon the North-West itself. I venture to think, therefore, that the abandonment of the stipulations for each security would be an advantage to the country as well as to the Company. The Company also desires, if possible, to obtain some modification of the mode of paying the subsidy provided for by the contract. The work which now remains to be done is very unequally distributed, some portions of it presenting no special difficulties for many miles, while other portions will require very large

expenditures within short distances. In such cases, payment by mileage is obviously inequitable, and payment upon progress estimates, as the work proceeds, would be more satisfactory and more just.

I have, therefore, the honor to submit an application, by this Company, for an advance, by the Government, of a sum sufficient to enable the Company to proceed vigorously with its enterprise. In connection with this, I would also respectfully ask that the stipulation for the deposit of \$1,000,000, as security for construction, and of \$5,000,000 in land grant bonds, as security for the operation of the railway, be abandoned, and that the remaining cash subsidy be paid as the work proceeds, in the proportion which the work done bears to the work remaining to be done.

And I would further ask that the delay for the payment by the Company of \$2,853,912, which, under the terms of the agreement with the Government of 7th November last, is payable during this month, may be extended until the time approaches when it will be needed for the payment of the secured dividends, namely, the 7th November, 1888, when the balance of that fund is payable.

If the Government can see its way to these concessions, which I venture to think are not important to it, the Company would be enabled to proceed with its operations at such a rate of progress as would enable it to open the railway by the end of next year, if it can obtain a temporary advance upon its property to the extent of \$22,500,000.

In consideration of this advance, the Company is prepared to place the Government in a position of absolute security as to its repayment.

It would be observed that the actual average of the land grant still unappropriated, taken at one-half the net price realized for the lands already sold, would exceed by \$1,447,960, the amount of the advance now applied for, together with a sum sufficient to pay in full the small balance of bonds in the hands of the public, and at two-thirds of that net price would pay, in addition, the amount secured by the bonds held by the Government under the agreement of the 7th November last. The proceeds of the lands can be appropriated, first, to the payment of interest on the loan, and afterwards as a sinking fund to extinguish the principal by the same or similar machinery to that already provided for the extinguishment of the land grant bonds, the balance of issued land grant bonds to be provided for by appropriating to them a proportion of the proceeds, in accordance with the terms of the land grant mortgage. And apart from the amount required to provide for the payment of immediate wants, the balance of the advance could be paid to the Company only as the work proceeds, and thus insure its application to the improvement of the property. In addition to a special charge on the lands, the ultimate repayment of the advance, and of the amount due in 1888, could be secured by a first charge upon the Company's main line and property, including the Pembina Branch and the lines east of Callander, with such remedies for the enforcement of payments, both of interest and principal, as may be deemed expedient, the lines east of Callander remaining subject to the existing charge for the balance of their price remaining unpaid.

I have the honor to be, your obedient servant,

GEO. STEPHEN, *President C. P. R. Company.*

Hon. Minister Railways and Canals.

OTTAWA, 19th January, 1884.

SIR,—I have the honor to state that a communication from the President of the Canadian Pacific Railway Company has been referred to me, under date of the 15th inst., presenting a statement of the Company's position in regard to the continued vigorous prosecution of the work of construction, and making certain proposals with a view to temporary assistance from the Government. The President states that owing to the unsettled and depressed state of the stock market, it is impossible at present, without ruinous sacrifice, to realize on the property and stock of the Company in such a manner as to enable them to prosecute the work with such speed as to effect its completion by the end of next year; and he proceeds

to demonstrate that the Company's lands, although they cannot be immediately realized on, are more than sufficient to produce, in time, the means necessary to finish the remaining work and to pay all liabilities. Mr. Stephen asks:—

(1.) That the security deposit of \$1,000,000 held by the Government for the completion of the road be relinquished.

(2.) That the \$5,000,000 of land grant bonds held by the Government as security for the efficient operation of the road for ten years be also released.

(3.) That the remaining cash subsidy be paid as the work proceeds, in the proportion borne by the work done to the whole.

(4.) That the payment by the Company of the amount of \$2,853,912, which, under the terms of the agreement with the Government of the 7th November last, was to be deposited this month as security for the dividend, be deferred until the 7th November, 1888, the date at which it will be actually required for the payment of the dividend.

(5.) That the Government make to the Company a temporary advance of \$22,500,000, to enable them to complete the road by the end of next year, to be secured by a first charge upon the Company's main line and property, including the Pembina Branch and the lines east of Callander, the latter lines being subject to a charge for the balance of purchase money, with such recourse for the enforcement of payment, both of principal and interest, as may be deemed expedient.

With regard to this proposal, I have the honor to remark that from the return made by the Company to the Government it appears that the mortgages in favor of the vendors of the railways constituting the section between Callander and Montreal and Brockville for the balance of the purchase money of those sections amount to \$5,335,333, and I should also state that the land grant is charged with a mortgage securing the land grant bonds, as hereinafter mentioned. With regard to the proposal as a whole, I beg to state that in my opinion too great importance cannot be attached to the early completion of the railway which is to connect the Atlantic and Pacific Oceans by way of British territory. It is an absolute necessity for the development of the country in every respect. It is the only means whereby the North-West can be peopled with any degree of rapidity. By its means the Rocky Mountains would be filled with a mining and lumbering population, the fisheries of the Pacific coast would be developed, and the trade of China and Japan, which now finds its way into and through the United States, would, no doubt, follow our line as the shorter and most favorable route to the East. In view of these facts, I am prepared to recommend any reasonable temporary assistance to the Company, provided the Government be secured against loss.

The amount available from the cash and land subsidy appears to be as follows:

Amount of cash subsidy.....	\$25,000,000 00
" earned and paid.....	12,289,212 00
Balance.....	<u>\$12,710,788 00</u>

Land grant.....	25,000,000 acres.
Earned.....	13,755,705 "
Less sold.. ..	3,753,400 "
Balance earned.....	10,002,305 "
Unearned	11,244,295 "
Total land grant available.....	<u>21,246,600 "</u>

And, in addition to these lands, there remains due, as a part of the price of lands sold, the sum of \$1,363,500. This, however, is secured by a mortgage securing the land grant bonds issued by the Company.

Of these bonds there have been redeemed and cancelled		\$6,667,000
There have been purchased by land companies for land purchased.....	\$ 846,000	
There is a balance due on purchases by individuals.....	1,363,500	
There is in the hands of the public.....	1,123,500	
“ “ held by the Government.....	15,000,000	
		<u>18,333,000</u>
Total.....		\$25,000,000

Of the \$15,000,000 held by the Government, \$5,258,000 are charged as security for the payment of the balance of provision for advanced dividend.

These bonds are received by the Company for the price of land at 10 per cent. premium, and the trustees under the mortgage receive the proceeds of all sales of lands, and apply them to the redemption of the bonds, either by purchase in the market or by drawings. The sum of \$1,363,500 due as balance of price of lands is payable to the trustees for this purpose.

The Company, according to the President's statement, have expended on the line between Montreal and Kamloops the following sums:

Main Line.....	\$50,901,420	
Branch lines.....	3,827,093	
		<u>\$54,728,512</u>

And they have received:

Cash subsidy.....	\$12,289,211	
Proceeds of sales of land grant bonds.....	\$ 9,029,011	
		<u>\$22,318,222</u>
		<u>\$33,410,290</u>

They have also expended, in providing funds for the advanced dividend and for works indirectly in connection with their operations, the sum of \$3,966,865, making a total expenditure of \$58,695,377.

It appears, therefore, that the Company have put into the road between Montreal and Kamloops, from their own resources, the sum of \$33,410,290.

This is the sum which it would seem they have embarked in the enterprise between the points above named, and it affords a pretty good assurance that they are in earnest in pressing their work to a successful issue.

As to the future prospects of the railway, they seem to be most encouraging, although up to the present time it has been operated in disconnected links.

The net earnings for the past nine months, according to the President's statement, were no less than \$978,660, and they will no doubt increase largely year by year as the line becomes united and the traffic of the country develops. The results, so far, are such as could have hardly been hoped for two years ago, much less calculated upon.

The Company, through their President, state that if the road is to be completed and put in operation by the end of next year (and the importance of this will, I think, be generally admitted), it is absolutely necessary that they receive assistance in the manner suggested.

Taking all the circumstances into consideration, I beg to recommend:

1. That the \$1,000,000 security deposit for the completion of the road be surrendered to the Company.

2. That the remaining cash subsidy be paid as the work proceeds, in the proportion of value of the work done to the whole.

3. That the payment by the Company of the sum of \$2,853,912, payable on the 1st February next, be deferred until 7th November, 1888, the time at which it will be required.

4. That the Government make the Company a temporary advance, not exceeding \$22,500,000, to be applied to the completion of the road, interest thereon half yearly at the rate of 5 per cent. per annum, the advance, with interest, to be paid up by 1st May, 1891.

I would suggest that the conditions of the advance be :

1. That the advance, with interest at the rate of 5 per cent. per annum, together with the amount due under the agreement of 7th November last, also with interest as provided by that agreement, be secured. (1) By a first lien and charge on the main line of the Canadian Pacific Railway from Callander to Port Moody, with all its branches equipment, rolling stock, steamers and plant. (2) By a first lien and charge on the section of main line between Callander and Brockville and Montreal, with all its branches equipment, and rolling stock and plant, subject to the amount of mortgage due for the balance of the purchase money, which appears from the official statistical return to be \$5,333,333. (3) By a first lien and charge upon all the lands of the Company earned and to be earned, subject to the outstanding land grant bonds, which appear by the statements submitted to amount to \$3,333,000, of which \$2,209,500 is covered by balance falling due on lands sold, leaving a balance of \$1,123,500, uncovered, exclusive of the charge on the bonds held by the Government as security for the payments due in February, 1884, and November, 1888, on account of the fund securing a 3 per cent. dividend.

2. The realization of the land grant to proceed under the arrangements contained in the deed of mortgage securing the land grant bonds, the trustees paying to the Government and to the public, respectively, the proceeds of the lands in extinguishment, in respect to the public of outstanding bonds, and in respect to the Government, on account of the amount falling due in November, 1888, and of the advance now proposed. By this means, when an amount equivalent to the entire balance of land grant bonds has been realized, the outstanding bonds will be extinguished, and the Government will have received, on account of the indebtedness of the Company, a sum equivalent to the land grant bonds now in its hands; after which it will be necessary to make arrangements for the continuance of the payment to the Government of the proceeds of lands sold, until the advance is repaid. For this purpose the functions of the trustees of the land grant bonds might be continued.

3. That no bonds or additional stock shall be issued on property held by the Government as security.

4. That no portion of the \$35,000,000 of stock held by the Government be issued without the consent of the Government, the proceeds of such issue to be deposited with the Government and to be used to pay advances and for the requirements of the road, and to be issued when the Government directs.

5. That the sum of \$7,500,000, the amount stated as the Company's floating debt for construction under their contract, and forming part of the proposed advance of \$22,500,000, shall not be paid until the services rendered therefor be shown in detail by the Company; the balance of the advance to be paid as the work progresses.

6. That a default of six months in payment of interest or principal on the charge created shall operate as a statutory foreclosure, giving the right to the Government, through the Minister of Railways and his officers, to enter upon and take possession of the railway, its plant, rolling stock, buildings, and all its property of every description covered by the charge. The officers and servants of the Company shall also become, in fact, the officers and servants of the Government, to be regarded as caretakers of the property, and their possession and occupation shall be held to be the possession and occupation of the Minister of Railways.

It appears to me that should the above propositions be carried out, the Government will be fully secured in making the advance asked for.

I may also mention that the President submits an estimate of the cost to the Company of the work remaining to be done to complete the road, of \$27,000,000. From such information as I have at command, I am disposed to think these figures may be accepted as approximately correct.

I am, Sir, your obedient servant.

C. SCHREIBER, *Engineer in Chief, C. P. Railway.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

DEPARTMENT OF RAILWAYS AND CANALS,
OTTAWA, 30th January, 1884.

The undersigned has the honor to represent that, under date, the 15th inst., the Canadian Pacific Railway Company have addressed a communication to him, relative to their financial position, in which they state that the co-operation of the Government in affording a minimum dividend of 3 per cent. upon their outstanding stock has not been followed by the successful results anticipated, and urge that such further assistance may be given as will enable them to prosecute the work without abatement of vigor.

That the Company in the said communication, which accompanies the present report, have gone very fully into the details of their position, their expenditures, resources, prospects and assets, and conclude by asking that the following measures of assistance be granted :

1. The return of the deposit of \$1,000,000, given as security for the construction of the line, and of the \$5,000,000 in land grant bonds held as security for the operation of the road.

2. The payment of the remaining cash subsidy, as the work proceeds, in the proportion which the work done may bear to the work remaining to be done, in place of, as heretofore, upon a mileage basis.

3. The postponement, until the time for the payment of the secured dividend, the 7th of November, 1888, approaches, of the sum of \$2,853,912, which, under the terms of the agreement made with the Government, on the 7th of November last, should be placed in its hands during the current month.

4. The advance upon its property of the sum of \$22,500,000.

That under date the 19th inst., the Chief Engineer has reported, advising that, conditionally, upon the Company's furnishing certain specified security, the concessions asked for might be made, and the advance requested be granted, the following being the arrangements suggested in his report, namely:—

1. That the \$1,000,000 security deposit for the completion of the road be surrendered to the Company.

2. That the remaining cash subsidy be paid as the work proceeds, in the proportion of value of the work done to the whole.

3. That the payment by the Company of the sum of \$2,853,912, payable on the 1st February next, be deferred until 7th November, 1888, the time at which it will be required.

4. That the Government make to the Company a temporary advance, not exceeding \$22,500,000, to be applied to the completion of the road, interest thereon to be paid half yearly, at the rate of 5 per cent. per annum; the advances, with interest, to be fully paid up by 1st May, 1891.

The Chief Engineer thereupon suggests that the conditions of this advance be:—

1. That the advance, with interest at the rate of 5 per cent. per annum, together with the amount due under the agreement of 7th November last, also with interest, as provided by that agreement, be secured. (1.) By a first lien and charge on the main line of the Canadian Pacific Railway, from Callander to Port Moody, with all its branches, equipment, rolling stock, steamers and plant. (2.) By a first lien and charge on the section of main line between Callander and Brockville and Montreal, with all its branches, equipment, and rolling stock and plant, subject to the amount of mortgage due for the balance of the purchase money, which appears from the official

statistical return to be \$5,333,333. (3.) By a first lien and charge upon all the lands of the Company, earned and to be earned, subject to the outstanding land grant bonds, which appear, by the statements submitted, to amount to \$3,333,000, of which \$2,209,500 is covered by balance falling due on land sold, leaving a balance of \$1,123,500 uncovered, exclusive of the charge on the bonds held by the Government as security for the payments (due in February, 1884, and November, 1888), on account of the fund securing a 3 per cent. dividend.

2. The realization of the land grant to proceed under the arrangements contained in the deed of mortgage securing the land grant bonds, the trustees paying to the Government and to the public, respectively, the proceeds of the lands, in extinguishment, in respect to the public, of outstanding bonds, and in respect to the Government, on account of the amount falling due in November, 1888, and of the advance now proposed. By this means, when an amount equivalent to the entire balance of land grant bonds has been realized, the outstanding bonds will be extinguished, and the Government will have received, on account of the indebtedness of the Company, a sum equivalent to the amount of the land grant bonds now in its hands; after which it will be necessary to make arrangements for the continuance of the payments to the Government of the proceeds of lands sold until the advance is re-paid. For this purpose the functions of the trustees of the land grant bonds might be continued.

3. That no bonds or additional stock shall be issued on property held by the Government as security.

4. That no portion of the \$35,000,000 of stock held by the Government be issued without the consent of the Government, the proceeds of such issue to be deposited with the Government, and to be used to repay advances, and for the requirements of the road, and to be issued when the Government directs.

5. That the sum of \$7,500,000, the amount stated as the Company's floating debt for construction under their contract, and forming part of the proposed advance of \$22,500,000, shall not be paid until the services rendered therefor be shown in detail by the Company, the balance of the advance to be paid as the work progresses.

7. That a default of six months in payment of interest or principal on the charge created, shall operate, as a statutory foreclosure, giving the right to the Government, through the Minister of Railways and his officers, to enter upon and take possession of the railway, its plant, rolling stock, buildings, and all its property of every description covered by the charge. The officers and servants of the Company shall also become, in fact, the officers and servants of the Government, to be regarded as caretakers of the property, and their possession and occupation shall be held to be the possession and occupation of the Minister of Railways.

The Chief Engineer states that should the above propositions be carried out, the Government would, in his opinion, be fully secured in making the advance asked for.

The undersigned, concurring in the opinion of the Chief Engineer, and recognizing the importance to the country at large of supporting the Company in its efforts to complete the railway at the early date proposed, recommends that the accompanying resolutions, making provision for the assistance which it is deemed expedient to give the Company, be submitted to Parliament during its present Session.

Respectfully submitted,
CHARLES TUPPER, *Minister of Railways and Canals.*

RESOLUTIONS SUBMITTED TO THE HOUSE OF COMMONS.

1. That the Government may return to the Company the securities now held under the third section of the Act 44 *Victoria*, Chapter 1, intitled, *An Act respecting the Canadian Pacific Railway*, and under the second section of the construction contract referred to in the said Act.

2. That the money subsidy hereafter payable to the Company may be paid as the work on either the Central or Eastern Section of the Railway proceeds, in the

proportion which the value of the work done on such section, and for which payment is demanded, bears to the value of the whole work now remaining to be done, under the contract, on such section.

3. That the time for the payment by the Company of the sum of Two Millions Eight Hundred and Fifty-three Thousand Nine Hundred and Twelve Dollars (\$2,853,912) agreed by the said Company to be paid on or before the First day of February, One Thousand Eight Hundred and Eighty-four (1884) as part of the fund referred to in this agreement with the Government of the Seventh day of November last, shall be extended to the Seventh day of November, One Thousand Eight Hundred and Eighty-eight (1888), when the sum of Four Million Five Hundred and Twenty-seven Thousand Dollars (\$4,527,000), being the last instalment of the said fund payable by the Company to the Government will fall due, the whole with interest payable half yearly at the rate of 4 per cent. per annum as agreed upon at the time of the execution of the said agreement, and that the same shall then be paid to the Government, together with the said last-mentioned amount; forming together the sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912), bearing interest at the said last mentioned rate until paid.

4. That the Government may, out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, make a loan to the said Company of an amount in money not exceeding Twenty-two Million Five Hundred Thousand Dollars (\$22,500,000), to be repaid to the Government on or before the first day of May, One Thousand Eight Hundred and Ninety-one (1891), with interest at the rate of 5 per centum per annum, payable half yearly, until full payment of the principal; and that as part of the said loan the Government may pay to the Company forthwith, such amount not exceeding Seven Million Five Hundred Thousand Dollars, (\$7,500,000) as shall be required by the Company to extinguish its present floating debt, the amount of such debt to be established to the satisfaction of the Government; and that the remainder of the said loan shall be paid to the Company as the work of construction proceeds, in the same proportion as that which is hereby provided for the payment of the balance of the money subsidy.

5. That as security for the repayment of the said loan, with interest as aforesaid, and as additional security for the payment of the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912) and interest falling due on the Seventh day of November, One Thousand Eight Hundred and Eighty-eight (1888), the Government shall have a first lien and charge upon the entire property of the Company, real and personal, now owned or hereafter to be acquired or owned by them, including their main line of Railway, the extensions thereof, their branch lines of Railway, the whole of their equipment, rolling stock and plant, and including all steamers and vessels; and also upon the land grant of the Company earned and to be hereafter earned; saving always, however, the rights of the holders of the existing mortgages on the extensions of the line of the Railway from Callander to Brockville and Montreal, as security for the unpaid balances of the purchase money of the lines constituting the said extensions; and subject to the mortgage upon the land grant, executed by the Company to secure their issue of land grant bonds. That the Government shall continue to hold and retain the entire amount of land grant bonds now in its custody or possession, subject to redemption under the terms of the said land grant mortgage, and with all remedies as to interest, voting power and all other matters in respect thereof, which would be held or possessed, or could be exercised by any purchaser of the said bonds: That all moneys received by the Government from the Trustees of the land grant bonds in redemption of such bonds shall be applied as follows, that is to say: All moneys so received in respect of Ten Million Dollars of the said bonds shall be applied: *Firstly*, in extinction of the interest accrued and due upon the said loan, and upon the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912). *Secondly*, on account of the capital of the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve

Dollars (\$7,380,912), and *Thirdly*, on account of the capital of the said loan:—And that the Government may make such arrangements as it shall deem expedient, for securing the payment to it, after the redemption of the land grant bonds, of the proceeds of all sales of lands granted or to be granted to the Company under the contract, to be applied to the purposes and in the order aforesaid. And that the remaining Five Million Dollars of land grant bonds and money received from the said Trustees in redemption thereof, shall continue to be held on the conditions and for the purposes mentioned in the said contract.

6. That the Government shall cause a deed of agreement to be executed by the Company, and on behalf of the Government, providing for such remedies, terms and conditions for securing the application of the said loan to the purposes for which the same is hereby authorized, and the repayment of the said loan and of the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars (\$7,380,912) the whole with interest (including interest on any interest in default); for the release of the said lien and charge upon such repayment; for continuing the sale and realization of the value of the said lands, after the redemption of the land grant bonds,—the payment to the Government of the proceeds of such sales, and the discharge of such lands from the said charge upon payment of the price of sale thereof; as the Government shall deem expedient, such price not to be less than one dollar and twenty-five cents per acre :

Provided always, that among such remedies, terms and conditions, it shall be agreed and provided that upon default for twelve months in the payment of any half yearly instalment of interest upon the said loan, or upon the said sum of Seven Million Three Hundred and Eighty Thousand Nine Hundred and Twelve Dollars, or either of them, or in the payment of the principal of either of the said sums, when the same shall become due, in accordance with the provisions hereof, the right of the Company under their contract hereinbefore mentioned, to demand or receive any further cash or land subsidy shall cease and determine, and the said Railway and extensions thereof, branches, equipment, rolling stock, plant, including steamers, and all lands and property of the Company and all land grant bonds then in the possession of the Government shall, upon the occurrence and continuance for the said period of twelve months of such default, *ipso facto*, and without any notice or proceeding whatsoever, vest in Her Majesty, and shall forthwith, thereupon, be taken possession of by the Minister of Railways and Canals, on behalf of the Government of Canada, and each and every employé of the Company shall, from and after the expiry of the said period of twelve months, become and be the employé of the Government during pleasure, and shall hold and possess any matter or thing appertaining to the said Company then in his custody, as and for the Government; and the rates of interest, and the terms of payment hereby fixed, shall not be disturbed or altered by the terms of such agreement.

7. That the said Company be authorized to execute an agreement of the nature and purport hereinbefore provided for, and to charge its entire property and assets, in manner and form as hereinbefore described; and in such agreement to agree upon such further and other conditions as the Government may prescribe; provided that authority to accept the provisions of the Act to be passed in this behalf, and to the Board of Directors of the Company to execute an agreement containing the charges upon the said Railway and property, and the other conditions required or authorized by such Act, shall be granted by the shareholders of the Company, either by a resolution passed at a special general meeting of such shareholders, called for the purpose, by a vote of at least two-thirds in value of such of the shareholders as shall be present or represented at such meeting, or by an instrument or instruments executed by at least two-thirds in value of the whole of the shareholders of the Company, in person or represented by their attorneys or proxies, respectively, duly authorized in that behalf.

8. That until the payment in full of the indebtedness of the Company to the Government with interest, all moneys earned and to be earned by the Company as postal subsidy and for transport service shall be retained by the Government and

shall be applied on account of the interest to become due from time to time upon the loan hereby authorized, and then to the payment of the principal.

9. That the stock of the Company, amounting to Thirty five Million Dollars (\$35,000,000), now in the hands of the Government, shall be held by the Minister of Finance, and may be sold by the Company, with the consent of the Government, on condition that the proceeds of such sale, less the amount required to be paid to the Government to secure a half-yearly dividend thereon, at the rate of 3 per centum per annum, up to the Seventeenth (17th) day of August, One Thousand Eight Hundred and Ninety-three (1893) inclusive, shall be applied, under the direction of the Government, either to the improvement or extension of the Railway, or its equipment, or to the repayment of the indebtedness of the Company to the Government; and that if at any time the stock of the Company should reach a price which, in the opinion of the Government, would render it expedient to sell the said stock, or any part thereof, then and thereupon, on notice being given to the Company by the Government, requiring that the said stock, or any part thereof, be sold, and specifying the minimum price at which the same shall be so sold, the Company shall cause the same to be offered for sale, and sold in conformity with such notice; and in default of their doing so, within a reasonable delay (which delay shall be in the discretion of the Government), the Government shall have the right to sell the same, or any part thereof, at or above such minimum price, and shall apply the proceeds thereof as it is herein provided such proceeds shall be applied in the event of the sale of such stock by the Company.

10. That so long as the said several sums of money loaned as aforesaid, or any part thereof, or the interest thereon remain unpaid, no mortgage, lien or charge of any description shall be created upon the Railway, property or assets of the Company, or any part thereof; nor shall any stock be issued by the Company, pending such repayment, above or beyond the amount of One Hundred Million Dollars (\$100,000,000) to which the same is now limited.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 31st January, 1884.

On a Memorandum, dated 30th January, 1884, from the Minister of Railways and Canals, submitting that under date the 15th inst., the Canadian Pacific Railway Company have addressed a communication to him relative to their financial position, in which they state that the co-operation of the Government in affording a minimum dividend of 3 per cent. upon their outstanding stock, has not been followed by the successful results anticipated; and urge that such further assistance may be given as will enable them to prosecute the work without abatement of vigor.

The Minister observes that the Company, in the said communication which accompanies the present report, have gone very fully into the details of their position, their expenditures, resources, prospects and assets, and conclude by asking that the following measures of assistance be granted.

1st. The return of the deposit of \$1,000,000 given as security for the construction of the line, and of the \$5,000,000 in land grant bonds held as security for the operation of the road, and that no more land grant bonds be issued to the Company.

2nd. The payment of the remaining cash subsidy as the work proceeds in the proportion the work done bears to the work remaining to be done, in place of, as heretofore, on a mileage basis.

3rd. The postponement until the time for the payment of the secured dividend, the 7th November, 1888, approaches, of the sum of \$2,853,912, which, under the terms of the agreement made with the Government on the 7th of November last, should be placed in its hands during this current month.

4th. The advance upon its property of the sum of \$22,500,000.

The Minister represents that under date the 19th inst., the Chief Engineer has reported, advising that conditionally upon the Company's furnishing certain specified

security, the concessions asked for might be made and the advance requested be granted, the following being the terms of his report, namely:—

1. "That the \$1,000,000 security deposit for the completion of the road be surrendered to the Company.

2. "That the remaining cash subsidy be paid as the work proceeds, in the proportion of value of the work done to the whole.

3. "That the payment by the Company of the sum of \$2,83,912, payable on 1st February next, be deferred until 7th November, 1883, the time at which it will be required.

4. "That the Government make to the Company a temporary advance, not exceeding \$22,500,000, to be applied to the completion of the road, interest thereon to be paid half yearly at the rate of 5 per cent. per annum, the advances, with interest, to be fully paid up by 1st May, 1891."

The Chief Engineer thereupon suggests that the conditions of this advance be:—

First. "That the advance, with interest at the rate of 5 per cent. per annum, together with the amount due under the agreement of 7th November last, also with interest, as provided by that Government, be secured as follows:—(1.) "By a first lien and charge on the main line of the Canadian Pacific Railway, from Callander to Port Moody, with all its branches, equipment, rolling stock, steamers and plant." (2.) "By a first lien and charge on the section of main line between Callander and Brockville and Montreal, with all its branches, equipment, rolling stock and plant, subject to the amount of mortgage due for the balance of the purchase money, which appears, from the official statistical returns, to be \$5,333,333." (3.) "By a first lien and charge upon all the lands of the Company, earned and to be earned, subject to the outstanding land grant bonds, which appear, by the statements submitted, to amount to \$3,333,000, of which \$2,209,500 is covered by balance falling due on land sold, leaving a balance of \$1,123,500 uncovered, exclusive of the charge on the bonds held by the Government as security for the payment (due in February, 1884, and November, 1888), on account of the fund securing a 3 per cent. dividend."

Second. "The realization of the land grant to proceed under the arrangement contained in the deed of mortgage securing the land grant bonds, the trustees paying to the Government and to the public respectively, the proceeds of the lands, in extinguishment, in respect to the public, of outstanding bonds, and in respect to the Government, on account of the amount falling due in November, 1888, and of the advance now proposed. By this means, when an amount equivalent to the entire balance of land grant bonds has been realized, the outstanding bonds will be extinguished, and the Government will have received, on account of the indebtedness of the Company, a sum equivalent to the amount of the land grant bonds now in its hands; after which it will be necessary to make arrangements for the continuance of the payments to the Government of the proceeds of land sold, until the advance is repaid. For this purpose the functions of the trustees of the land grant bonds might be continued, and that no more land grant bonds be issued to the Company.

Third. "That no bonds or additional stock shall be issued on property held by the Government as security.

Fourth. "That no portion of the \$35,000,000 of stock held by the Government be issued without the consent of the Government, the proceeds of such issue to be deposited with the Government and to be used to pay advances, and for the requirements of the road and to be issued when the Government directs.

Fifth. "That the sum of \$7,500,000, the amount stated as the Company's floating debt for construction under their contract and forming part of the proposed advance of \$22,500,000 shall not be paid until the services rendered therefor be shown in detail by the Company, the balance of the advance of \$22,500,000 to be paid as the work progresses.

Sixth. "That a default of six months in payment of interest or principal on the charge created shall operate as a statutory foreclosure, giving the right to the Government, through the Minister of Railways and his officers, to enter upon and

take possession of the railway, its plant, rolling stock, buildings and all its property of every description covered by the charge. The officers and servants of the Company shall also become, in fact, the officers and servants of the Government, to be regarded as caretakers of the property, and their possession and occupation shall be held to be possession and occupation of the Minister of Railways."

The Chief Engineer finally reports that it appears to him that should the above propositions be carried out, the Government will be fully secured in making the advance asked for.

The Minister concurring generally in the opinion of the Chief Engineer, and recognizing the importance to the country at large of giving effective support to the Company in its efforts to secure the early completion of the railway, recommends that the accompanying resolutions providing for the assistance which it is deemed expedient to give, be submitted to Parliament at its present Session.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE, *Clerk, Privy Council.*

Minister, Railways and Canals.

(See Resolutions, pages 13 to 16.)

RETURN

(31d)

Further Correspondence in connection with the Canadian Pacific Railway Company, in accordance with the terms of the Resolution of the House of Commons of the 20th February, 1882.

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

COPIES

(31e)

Of Correspondence between the Finance Department and the Canadian Pacific Railway Company, relating to the affairs of the Company since the date of last Return to the House of Commons last Session. (Presented to the House of Commons in accordance with the terms of the Resolution of the House of Commons of the 20th February, 1882.)

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,

Secretary of State.

31st January, 1884.

OTTAWA, 7th March, 1883.

SIR,—In continuation of my letter of 18th January last, I have the honor to ask you, whether you can give me any information respecting the deposit on account

of the \$8,500,000 land grant bonds sold to the North-West Land Company. It is important that I should know soon.

I have the honor, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, Secretary, C. P. Ry.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 12th March, 1883.

SIR,—I received, in due course, your letter of the 7th. In reply I beg to inform you that I am not yet in a position to give you any further information in regard to the bonds sold to the North-West Land Company; nor shall I be able to do so until after the general meeting of that Company in June next.

I am, etc.,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Esq., Deputy Minister Finance.

OTTAWA, 10th December, 1883.

SIR,—I have the honor to call your attention to the clauses in the Canadian Pacific Railway Company's Act which empower the Company to issue land grant bonds, and I have to state that \$5,000,000 of the issue of such bonds have been deposited with the Government as security, and are now in the possession of the Government. Of the remaining \$20,000,000, \$10,000,000 were placed on the market and the proceeds were deposited with the Government, but owing to the rapid completion of the road these proceeds have all been paid off. The remaining \$10,000,000 which were not floated were deposited to the order of the Government with the Bank of Montreal. Application has now been made by the Company for the release, out of this last \$10,000,000, of an amount sufficient to pay the amount now earned by the Company in the construction of the line (the amount now in issue, as I believe, being about \$600,000). By the terms of the agreement lately entered into between the Company and the Government (*Vide* Order in Council of the 7th November last) a certain amount of these bonds are to be deposited by the Company to secure certain payments to be made by them under the agreement. I would therefore like to be advised whether the bonds to be deposited under the agreement would or would not form a first charge on the \$10,000,000 of bonds now held by the Bank of Montreal, and if so, whether any of such bonds can be released to the Company under their Act until the amount required to be deposited by them under the agreement has been fully earned, or whether, on the contrary, we can now release to them, as earned, the amount of the difference between the amount required to be deposited as security under the agreement and \$10,000,000. An early answer is requested.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Minister Justice, Ottawa.

OTTAWA, 13th December, 1883.

SIR,—I have the honor to acknowledge the receipt of yours of the 10th inst., stating certain facts in reference to the land grant bonds of the Canadian Pacific Railway Company, and asking to be advised as to whether bonds deposited under the agreement made under the Order in Council of the 7th November last do or do not form a first charge on the \$10,000,000 of bonds now held by the Bank of Montreal, and if so, whether any of such bonds can be released to the Company, under their Act, until the amount required to be deposited by them under the agreement has been fully earned, or whether, on the contrary, the Department of Finance can now release to the Company as earned, the amount of the difference between the amount required to be deposited as security under the agreement and \$10,000,000.

In reply, I beg to state that virtually the bonds pledged under the agreement of November last have been released to the Company in advance of their being earned,

and that is the position in which they will remain so long as they are subject to the pledge created by that agreement. I am, therefore, of opinion that under the agreement of 1881 no further bonds should be released until those pledged by the agreement of November last have been earned.

I am, &c.,

G. W. BURBIDGE, *Deputy Minister Justice.*

J. M. COURTNEY, *Deputy Minister Justice.*

OTTAWA, 15th December, 1883.

SIR,—I have the honor to enclose herewith copy of a letter from the Deputy Minister of Justice in connection with your verbal application that a release should be made of a part of the bonds deposited with the Bank of Montreal to the order of the Government. You will see from the letter that I am unable to comply with your request to release the same to your Company.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, *Secretary, C. P. Ry. Montreal.*

OTTAWA, 15th December, 1883.

SIR,—I have the honor to inform you that verbal application has been made by the Secretary of the Canadian Pacific Railway Company for the release of a part of the \$10,000,000 of land grant bonds held by you to the order of the Government. Before complying with his request I deemed it desirable to get the opinion of the Department of Justice as to whether the bonds could be released at present, and I have the honor to enclose copy of the reply of the Deputy Minister of Justice, from which it will be seen that the request cannot now be complied with. I shall be obliged by your acknowledging the receipt of this letter.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, *Deputy Minister Finance.*

General Manager, Bank of Montreal, Montreal.

BANK OF MONTREAL, MONTREAL, 17th December, 1883.

SIR,—I have the honor to acknowledge receipt of your letter of 15th instant, informing me that the Secretary of the Canadian Pacific Railway Company had made verbal application to you for the release of a part of the \$10,000,000 of land grant bonds held by us to the order of the Government, and that after having consulted with the Department of Justice, whose opinion you enclosed, you decided that you are unable now to comply with the request.

I have, &c.,

W. J. BUCHANAN, *General Manager.*

J. M. COURTNEY, *Deputy Minister Finance.*

OFFICE OF THE SECRETARY, MONTREAL, 1st January, 1884.

SIR,—I regret to learn that the verbal application made to the Government for the land grant bonds earned by the Company has not been favorably considered, and I am instructed to ask for further consideration of the subject, and to submit, in support of the application, a statement showing the position of the land grant bonds and the security covered by them.

It will be observed that the lands actually earned by the Company, constitute more than ample security for the bonds charged as security for payment of the balance of the deposit, covering in advance dividends on stock, after leaving adequate provision for all the remaining bonds of the Company.

With the proceeds of sale of 3,752,000 acres of land, the Company have redeemed or provided for bonds to the value of \$8,854,000.

There is an unprovided for balance of bonds in the hands of the public of \$1,146,000, against which the Company hold earned lands amounting to 10,003,705 acres.

These, at \$1 an acre, would represent.....	\$10,003,705
Against which there is the charge represented by the bonds in the hands of the public.....	\$1,146,000
And if the bonds now applied for are released, there will be the further charge of.....	1,004,000
	<u>2,150,000</u>
Leaving lands representing, at the price of \$1 per acre only, a sum of.....	<u>\$7,853,000</u>

As security for the \$5,258,000, bonds deposited with the Government under the guarantee agreement.

If the value of these lands be taken at the average price of past sales, \$2.36 per acre, lands representing a value of \$18,500,000 would remain as such security.

Under these circumstances, I am requested to ask that the bonds earned by the Company, as under, may be transferred to them.

Balance due in bonds on completion of 921 miles on central section and 100 miles on eastern section.....	\$ 49,227.88
Amount due on 38 miles, central section, since completed	439,999.77
Amount due on 67 miles, eastern section, since completed.....	515,332.76
Total amount due.....	<u>\$1,004,610.41</u>

I have, &c.,

C. DRINKWATER, *Secretary,*

HON. SIR LEONARD TILLEY, Minister of Finance.

STATEMENT SHOWING POSITION OF LAND GRANT BONDS.

	Acres.
Lands earned to date.....	13,755,705
Lands sold.....	3,752,000
Earned and unsold	<u>10,003,705</u>
With proceeds of the sale of 3,752,000 acres the Company have actually redeemed land grant bonds to amount of.....	\$ 6,108,500
There are held by land companies against payments to become due on lands sold	1,382,000
Balance of purchase money applicable to bonds issued...	1,363,500
Bonds redeemed or provided for.....	<u>\$ 8,854,000</u>

Balance of bonds in hands of the public, \$1,146,000, against which the Company hold earned lands amounting to 10,003,705 acres.

These, at \$1 per acre, would represent.....	\$10,003,705
Deduct bonds held by public.....	\$ 1,146,000
Deduct bonds now applied for, say.....	1,004,000
	<u>2,150,000</u>

Leaving as security for the \$5,258,000, bonds deposited
 under agreement, lands of value of. 7,853,705
 Or, at \$2.36 per acre, the net average price of past sales. 18,500,000

OTTAWA, 2nd January, 1884.

MY DEAR CAMPBELL,—With reference to the Deputy Minister of Justice's letter of the —th inst., I desire to know more specifically your opinion whether the Order in Council of the 7th November last, makes it now illegal for the Government to pay over to the Canadian Pacific Railway Company any land grant bonds as earned by them, should the Government think it necessary to do so, until the bonds already pledged by such Order in Council have been released.

Yours faithfully,

S. L. TILLEY.

Sir ALEX. CAMPBELL, Minister of Justice.

OTTAWA, 3rd January, 1884.

MY DEAR TILLEY,—In reply to your note of yesterday, I beg to say that the release to the Canadian Pacific Railway Company of their land grant bonds as earned, is in strict accordance with the terms of the agreement incorporated in the Act of 1881, and that there is nothing in the agreement of the 7th November making this disposition of them illegal at this moment.

The object of Mr. Burbidge in his letter to Mr. Courtney of the 12th of December last, was to suggest that as the Company had been allowed to pledge a portion (\$5,250,000) of these bonds in advance of their being earned, it would be well that the bonds earned by the Company in the future should be held back until the amount should be covered.

I remain, yours faithfully,

A. CAMPBELL.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council approved by His Excellency the Governor General in Council, on the 7th January, 1884.

On a Report dated 5th January, 1884, from the Minister of Finance, submitting an application dated 1st January instant, from the Secretary of the Canadian Pacific Railway Company, for the release of land grant bonds to the extent of \$1,004,610.41, being a part of \$10,000,000 of said bonds deposited with the Bank of Montreal to the order of the Government.

The Committee, on the recommendation of the Minister of Finance and for the reasons stated in his report, advise that the application of the Secretary of the Canadian Pacific Railway Company be favorably considered, and that bonds to the amount of \$1,004,000 be released out of the land grant bonds held by the Bank of Montreal to the order of the Government.

JOHN J. MCGEE.

FINANCE DEPARTMENT, OTTAWA, 5th January, 1884.

The undersigned has the honor to report to Council that he has received from the Secretary of the Canadian Pacific Railway Company an application, dated the 1st inst., for the release of land grant bonds to the extent of \$1,004,610.41, being a part of \$10,000,000 of land grant bonds deposited with the Bank of Montreal to the order of the Government. Before reporting on the application, the undersigned desires to call the attention of Council to clauses 17 and 18 in the Company's Act (44 Vic., chap. 1), relating to the issue of land grant bonds. Under these clauses the Company are authorized to issue bonds to the extent of \$25,000,000, of which \$5,000,000 were to be deposited with the Government, and are now in the vault of the Finance Department, to be held as security for the due performance of the

contract, in respect of the maintenance and continuous working of the railway by the Company, as agreed, for ten years after the completion thereof. With regard to the remaining \$20,000,000, the proceeds thereof were directed to be deposited with the Government, and of these \$20,000,000, \$10,000,000 were placed on the market and taken by the public, and the proceeds, as earned by the Company, were duly paid over to them. The application now under consideration is the first in connection with the balance of \$10,000,000, which has not been floated by the Company, and which is still held by the Bank of Montreal to the order of the Government.

The undersigned finds that, so far, construction has been made of the first 900 miles in the central section, of 54 miles in the western part of the central section, and of 167 miles in the eastern section, making a total construction to date, of 1,121 miles, out of the 2,000, the number stated in the Act. He also finds that the number of acres of land to be granted to the Company for the 1,121 miles is, according to the Company's account, 13,755,705; but this has been calculated exclusive of fractions, and as a matter of fact, the amount earned is a trifle in excess, or 13,755,763. The proceeds of the land grant bonds to be received by the Company from the Government, being calculated at the same number of dollars as the number of acres of land, less one fifth thereof, would amount to \$11,004,610, of which amount \$10,000,000 has, as before mentioned, been paid over to the Company out of the proceeds of the bonds placed on the market. The balance, or \$1,004,610.41, now forms the subject of the application made by the Secretary for release out of the bonds held by the Bank of Montreal to the order of the Government.

The undersigned has to report that it was deemed advisable to communicate with the Department of Justice before reporting to Council, and the Minister of Justice, under date of the 3rd inst., reports that "the release to the Company of their land grant bonds as earned, is in strict accordance with the terms of the agreement incorporated in the Act of 1881, and that there is nothing in the agreement of the 8th November, making this disposition of them illegal at this moment." The question arose whether, considering that a large proportion of the bonds had been pledged in advance before they were earned, as by the agreement of November last, it was advisable to release the amount now asked for, and the undersigned felt it his duty to ask the Secretary of the Company, when making his proposal, to state definitely the condition the Company were in now with respect to the lands which have been earned by them from the Government, so far as their line is constructed. He finds, as before stated, that the lands earned to date, as stated by the Company, amount to 13,755,705 acres; that they have sold 3,752,000 acres, leaving lands unsold to the present date, 10,003,705 acres; that with the proceeds of the 3,752,000 acres the Company have actually redeemed land grant bonds to the extent of \$6,108,500; that in addition there are held by land companies against payments to become due on lands sold, bonds to the extent of \$1,383,000, and that there is a balance of purchase money applicable to bonds issued of \$1,363,500. In fact, out of the lands sold to the extent of 3,752,000 acres, the Company have redeemed or provided for out of the \$10,000,000 placed on the market bonds to the value of \$3,854,000. It will be seen, therefore, that deducting this amount of \$3,854,000 the balance of bonds in the hands of the public amount only to \$1,146,000, against 10,003,705 acres of land earned and unsold, and if to the amount of the bonds now outstanding we add the amount now applied for, or \$1,004,000, there will then be only the sum of \$2,150,000 of bonds outstanding, and taking the lands as representing a price of \$1 an acre only, there would remain against these bonds lands unpledged to the value of \$7,853,000. The Company state, however, that the lands hitherto sold have averaged \$4.36 an acre. It appears, however, to the undersigned that taking the lower figures, \$7,853,000, it would be safe to accede to the application of the Company, and considering the magnitude of the work now being performed by the Company, and how extremely desirable it is in the interests of the country, that it should be pushed to an early completion, the undersigned has the honor to recommend to the favorable consideration of Council, that the application

made by the Secretary be favorably considered, and that bonds to the amount of \$1,004,000 be released out of the bonds held by the Bank of Montreal to the order of the Government.

Respectfully submitted,
S. L. TILLEY, *Minister of Finance.*

OTTAWA, 10th January, 1884.

SIR,—I have the honor to request that you will be good enough, out of the land grant bonds of the Canadian Pacific Railway Company now held by you to the order of the Government, to release to the Canadian Pacific Railway Company bonds to the extent of one million and four thousand dollars (\$1,004,000).

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

General Manager, Bank of Montreal, Montreal.

BANK OF MONTREAL, MONTREAL, 11th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of 10th inst., requesting the bank to release to the Canadian Pacific Railway Company land grant bonds of that Company to the extent of \$1,004,000 out of those held by the bank to the order of the Government, which has been attended to.

I have, &c.,

W. J. BUCHANAN, *General Manager.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 26th November, 1883.

SIR,—I have the honor to direct your attention to the clause of the agreement lately entered into by your Company with the Government, by which clause a charge was created upon all sums earned and to be earned by the Company as postal subsidy and for transport service, and I have to request that you will be good enough to send all bills for these services to this Department for collection.

I have the honor, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, Secretary, C. P. Ry. Montreal.

COPIES of following letter sent, November 26th, to the Deputy Minister of Railways and Canals, Deputy Superintendent General of Indian Affairs, Comptroller of North-West Mounted Police, Deputy Minister of Agriculture, Deputy Minister of Interior, Deputy Minister of Militia and Defence and Deputy Minister of Public Works

OTTAWA, 26th November, 1883.

SIR,—I have the honor to inform you that by the agreement lately made with the Canadian Pacific Railway Company, in order to secure the payment of certain moneys thereby agreed to be hereafter paid by the Company to the Government (*vide* Order in Council of November 7th, 1883), a charge was created upon all sums earned, and to be earned, by the Company as postal subsidy and for transport service, and I have now to request that you will be good enough, in future, to pay all sums to be paid by your Department to the Company, for such services, to the Receiver-General, and not to the Company.

I have the honor, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Postmaster-General.

OFFICE OF THE SECRETARY, MONTREAL, 29th November, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 26th inst., requesting that all bills for postal subsidy and transport service, earned by the Com-

pany, be sent to the Finance Department, to be collected and applied as provided for in the agreement between the Company and the Government, relating to the guarantee, which will receive attention.

I am, &c.,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 10th December, 1883.

SIR,—Referring to your letter of the 26th ult., in which you requested that this Department will pay all sums payable by it to the Canadian Pacific Railway Company, for transport service, to the Receiver-General, and not to the Company, and to my reply of the 29th ult., informing you that your request will be complied with, I beg to state for your information that I sent instructions accordingly to the Indian Commissioner for Manitoba and the North-West Territories, but I am advised by telegram of the 8th inst., from that officer, that the railway officials at Regina have no instructions in this matter, and that they require cash before delivery of goods transported by them for this Department. Will you be good enough to advise me immediately as to the course you wish the Department to take under these circumstances.

I have, &c.,

L. VANKOUGHNET, *Deputy Supt.-Gen. Indian Affairs.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 11th December, 1883.

SIR,—Referring to my letter to you of the 26th November last, I have the honor to inform you, that I have been informed by the Deputy of the Superintendent-General of Indian Affairs, that the railway officials at Regina require cash before delivery of goods transported by them for that Department, and I shall be obliged by your giving instructions to your officials, at that place, to deliver such goods and send the bills for the transport of the same to this Department for collection, as suggested in my letter to you above referred to.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, *Deputy Minister Finance.*

C. DRINKWATER, Sec. C. P. Ry. Montreal.

OFFICE OF THE SECRETARY, MONTREAL, 17th December, 1883.

SIR,—I have your letter of the 11th inst., respecting the bills for transportation of goods by this Company for the Indian Department in the North-West, which will receive attention.

I have the honor, &c.,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 31st December, 1883.

SIR,—In connection with my letter to you of the 14th instant, I have the honor to enclose copy of one from the Hon. E. Dewdney, Indian Commissioner for Manitoba and the North-West Territories, respecting the agreement referred to in your letter of the 26th November last, whereby certain sums due by the Government to the Canadian Pacific Railway Company are to be paid to the Receiver-General and not to the Company.

May I ask you to be good enough to favor me with an early reply to my letter above quoted, asking advice as to the course you wish this Department to take, in view of the fact reported by Mr. Dewdney, that the railway officials at Regina have

no instructions from the railway authorities in the matter, and that they require cash before delivery of goods transported by them for this Department.

I have the honor, &c.,

L. VANKOUGHNET, *Deputy Supt.-Gen. Indian Affairs.*

J. M. COURTNEY, Deputy Minister Finance.

OFFICE OF THE COMMISSIONER OF INDIAN AFFAIRS,
REGINA, N.W.T., 12th December, 1883.

SIR,—I am in receipt of your letter of the 29th ultimo, enclosing a copy of a letter from the Deputy of the Minister of Finance, regarding certain arrangements about the payment of sums due the C. P. R. Co. by the Dominion Government, and in answer, the following telegram was wired the Department:—

“Railway Officials here have no instructions in direction of your letter of 29th November. They require cash before delivery.”

Unless the Canadian Pacific Railway Company will issue instructions to their station agents along the line, we cannot carry out your instructions. The agent receives goods consigned to me, calling for certain freight charges, and if these charges are not paid, the goods are not let out of the station warehouse, and so it is in the case of shipping goods from here.

I am, &c.,

E. DEWDNEY, *Commissioner.*

Telegram to C. Drinkwater, C. P. R. Co., Montreal.

2nd January, 1884.

Have you attended to matter referred to in my letter of 11th December about delivery of goods to Indian Department at Regina?

J. M. COURTNEY.

Telegram to J. M. Courtney from Montreal.

OTTAWA, 2nd January, 1884.

Yes; issued necessary instructions to our people at Winnipeg, seventeenth (17) December.

C. DRINKWATER.

OFFICE OF THE SECRETARY, MONTREAL, 5th January, 1884.

DEAR SIR,—Your message 2nd inst. I have received a letter from our General Superintendent at Winnipeg, informing me that the instructions have been given respecting accounts for the transportation of goods for the Indian Department, in accordance with your suggestion.

Yours truly,

C. DRINKWATER, *Secretary.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 19th, December, 1883.

SIR,—I have the honor to call your attention to the Order in Council of the 7th, November last and the agreement founded thereon, between the Government of Canada, the Canadian Pacific Railway Company and the Bank of Montreal. By the same the Canadian Pacific Railway Company agree to deposit with the Government certain land grant bonds and stock certificates, and also a charge is created upon certain land grant bonds now held by the Government as security for the operation of the railway, and also upon all sums earned and to be earned by the Company as postal subsidy and for transport service. I have now to ask to be advised, at your earliest convenience, whether an assignment should not be made to the Government

of the securities above mentioned or whether, in your opinion, they are assigned by the agreement above alluded to. I shall be obliged by your consulting the Minister of Justice on the subject.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Minister of Justice.

OTTAWA, 28th December, 1883.

SIR,—I have the honor to acknowledge the receipt of yours of the 19th inst., calling attention to the Order in Council of the 7th November last, and the agreement founded thereon, between the Government of Canada, the Canadian Pacific Railway Company and the Bank of Montreal.

You state that the Canadian Pacific Railway Company agree to deposit with the Government certain land grant bonds and stock certificates, and that also a charge is created upon certain land grant bonds now held by the Government as security for the operation of the railway, and also upon all sums earned and to be earned by the Company as postal subsidy and for transport service.

I understand that the land grant bonds deposited with the Government and those held by them under the agreement of November last are payable to bearer.

You ask to be advised whether an assignment should be made to the Government of the securities above mentioned or whether, in my opinion, they are assigned by the agreement above alluded to. In reply I am to state that it is the opinion of the Minister that no assignment of the land grant bonds is necessary.

In regard to your question, as it affects the sums earned and to be earned by the Company as postal subsidy and transport service. I have the honor to request that you will furnish me with further information as to whether or not there are agreements in writing between the Government and the Company, and if so, the substance of such agreements.

I have, &c.,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 8th January, 1884.

SIR,—I have the honor to request that you will be good enough to inform me, whether there are any agreements in writing between the Government and the Canadian Pacific Railway Company for the transport of the mails or for any services in connection with your Department, and if any such agreements have been entered into I shall be obliged if you will be kind enough to furnish me with copies of the same at your earliest convenience.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Postmaster-General.

OTTAWA, 8th January, 1884.

SIR,—I reply to your letter of this day's date, I have the honor to inform you that the mails are carried by the Canadian Pacific Railway Company under the general statutory obligation in that respect, and the conveyance is paid for by this Department at the ordinary rates for railway mail service. There is no special or written agreement for the purpose, and the extent of the mail service, had on any part of the line, varies from time to time with the requirements of the post office, and met by the use of such trains as the Company may run under its ordinary traffic arrangements.

I have, &c.,

W. H. GRIFFIN, *Deputy Postmaster General.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 9th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of the 28th ultimo, and in reply thereto I have to state that I enquired of the Post Office Department as to whether there was any agreement in writing with the Canadian Pacific Railway, for the carriage of mails, and I now enclose copy of the reply of the Deputy Postmaster General on the subject. This is the Department that would have the greatest amount of dealings of this nature with the railway, and I have not considered it advisable to write to the other Departments regarding their transport business, as it is very doubtful whether they have any agreements in writing respecting the same.

Yours very truly,
 J. M. COURTNEY, *Deputy Minister Finance.*

Deputy Minister Justice.

CANADIAN PACIFIC RAILWAY.

SUBSIDY ACCOUNT.

To December 4th, 1883:			
900 miles	Central Section (Eastern) at \$10,000.	\$	9,000,000 00
21 "	" " (Western) at \$13,333.		279,993 00
120 "	Eastern " at \$15,384.61.....		1,846,153 20
Add—			
To December 22nd, 1883:			
33 miles	Central Section (Western) at \$13,333.		439,989 00
47 "	Eastern " at \$15,384.61.....		723,076 67
			\$12,289,211 87

ACREAGE.

To December 4th, 1883:			
900 miles	at 12,500 00.		11,250,000 00
21 "	16,666.66.....		350,000 00
120 "	9,615.35		1,153,842 00
Add--			
To December 22nd, 1883:			
33 miles	at 16,666.66.....		550,000 00
47 "	9,615.35		451,921 45
			13,755,763 45

RETURN

(31f)

On the following subjects concerning the Canadian Pacific Railway Company, laid on the Table of the House of Commons, on the 4th day of February, 1884, namely :—

1. Pages 10 to 15, inclusive, of Departmental Report.
2. " 7 to 13 do do (Appendix No. 3.)
3. " 154 to 154 do do (Appendix No. 9.)

4. Memorandum by Mr. Schreiber, 2nd February, 1884, on Location.
5. Memorandum by Mr. Schreiber, 2nd February, 1884, on Unfinished Work.
6.)
7.) Profiles from 1 to 16, showing Branch Lines, Main Line,
8.) and approved Sections thereof. (*Not printed.*)
9. Statistical Return required by Consolidated Railway Act.
10. Report of Payments, &c., being Statements from Finance Department.

DEPARTMENT OF RAILWAYS AND CANALS,
OTTAWA, 4th February, 1884.

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 2nd February 1884.

SIR — Having been called upon to give as full information as possible, up to the latest date, upon subjects in connection with the Canadian Pacific Railway, I have the honor to submit the following documents :—

1. From page 10 to 15 of the Honorable the Minister's report, dated the 1st ultimo.
2. My annual report on the Canadian Pacific Railway, dated the 22nd September, 1883.
3. A communication from Mr. VanHorne, dated the 27th November, 1883, covering letters from Major Rogers and Mr. James Ross.
4. A memorandum prepared by me on the 2nd February, 1884, on the progress of location and other surveys.
5. A memorandum prepared by me on the 2nd February, 1884, of the general character of the work remaining to be done on the eastern and central sections.
6. A map showing the branch lines constructed and projected.*
7. A map showing the main line of the Canadian Pacific Railway, distinguishing between that portion which is built, that on which the location is approved, and that on which the location is proposed, but not approved.*
8. A profile of all that portion of the eastern and central sections on which the location is approved.*
9. The statistical return received from the Canadian Pacific Railway Company, under the requirements of the Consolidated Railway Act and amendments thereto.
10. Report of payments, &c., being five statements by the Finance Department.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

**Not printed.*

1

CANADIAN PACIFIC RAILWAY.

The line of the Canadian Pacific Railway, as adopted by the Government, extends from Callander, Lake Nipissing, to Port Moody, British Columbia.

Under the terms of the contract entered into in 1881 with the Canadian Pacific Railway Company, the Government have undertaken to construct the line between Port Arthur (formerly Prince Arthur's Landing) on Lake Superior, and Red River; also between Savona's Ferry, at the foot of Lake Kamloops, and Port Moody, in British Columbia. The Company, on their part, have undertaken to construct, within a specified time, the line between Callander Station, their eastern terminus at the east end of Lake Nipissing, and Port Arthur; also, between Red River and Savona's Ferry; the whole line, upon completion, to be the property of the Company, and to be maintained and operated by them thenceforward.

Trunk Line.

The Trunk Line of the Company has been extended, by the purchase of other lines, eastward from Callander to Montreal, and the distances given in the following table are calculated on a route passing through the city of Winnipeg and the Kicking Horse Pass.

	Miles.
Montreal to Ottawa	120
Ottawa to Pembroke.....	105
Pembroke to Callander	120
Callander to Port Arthur.....	650
Port Arthur to Winnipeg.....	428½
Winnipeg to Savona's Ferry (approximate)...	1,250
Savona's Ferry to Port Moody.....	215
Total (approximate)	2,888½

In addition to the above, the Company have branch lines, constructed and under construction, aggregating 395 miles.

The portion of the road between Pembroke and Callander, 120 miles, was formerly part of the Canada Central Railway, and was subsidized by the Dominion Government to the extent of \$12,000 a mile. It was completed during the fiscal year.

Progress of Works under Government.

Of the section between Port Arthur and Winnipeg, the portion between Winnipeg and Rat Portage, together with the Pembina Branch, from St. Boniface (opposite Winnipeg) to Emerson, having already been handed over to the Company, there remained to be constructed by the Government at the beginning of the past fiscal year the portion between Rat Portage and Port Arthur, 297 miles.

In May, 1883, this portion was in such a state of forwardness as to admit of the running of regular trains, and it being highly desirable to open it up for traffic without delay, while at the same time avoiding the danger and difficulties which would be consequent upon an attempt to carry on works of construction and operation through other than one control, arrangements were sanctioned under which the contractors for the sub-section between Rat Portage and Eagle River were relieved of the remaining portion of the work thereon, the Canadian Pacific Railway Company undertaking, for a bulk sum, not only to complete this sub-section, but also to execute the minor work remaining to be done on the whole section between Port Arthur and Red River. They have since steadily progressed with the work, at the same time conducting the regular traffic of the road.

The only portion, therefore, remaining to be constructed by the Government is the section in British Columbia, between Savona's Ferry and Port Moody, a distance of 215 miles. Work under the five several contracts into which this section is divided has been carried on expeditiously. On the portion from Port Moody to Emory's Bar, a distance of 86 miles, the track is laid for 70 miles, and the grading is sufficiently advanced to admit of the track being laid throughout. The whole work comprised in the contract will, it is expected, be completed by July next. On the adjoining division, 29 miles, up to Boston Bar, the work is practically completed, the track being laid and ballasted throughout. Eastward from Boston Bar to Lytton, 29 miles, the structures, with the exception of the iron bridge over the Fraser River, are nearly finished. The track is laid for about 23 miles, and the grading is rapidly approaching completion. The masonry work for the Fraser River bridge is in progress, and the superstructure, built in England, has arrived.

From Lytton to Spence's Bridge (Junction Flat) 29 miles, the grading is nearly completed, and from Spence's Bridge to Savona's Ferry, 42 miles, the grading is in a forward state, and, together with the bridging, will probably be completed ready to receive the track by September next, by which date it is expected that the track will be laid over the whole distance from Savona's Ferry to Port Moody.

Progress of Works Under the Canadian Pacific Railway Company.

The works to be executed by the Company under their contract are comprised in the following sections:

	Miles.
From Callander to Port Arthur (Eastern Section).....	650
From Winnipeg to Savona's Ferry (Central Section).....	1,250
Total.....	1,900

Eastern Section (Callander to Port Arthur).—The various location surveys undertaken on this section have been now connected, and the results shown are favourable in respect of both gradients and curvature.

The location of the road for a total distance of 130 miles west from Callander has been approved of by Orders in Council, the last of which is dated the 6th of December, 1883, and for a distance of 68 miles east from Port Arthur, the last Order being dated the 29th of March, 1883.

For a distance of 100 miles west from Callander, to a point about 4 miles beyond Sudbury Junction the track is laid, and the line is sufficiently completed to admit of the running of regular trains.

It may be here observed that starting from Sudbury Junction, the Company have a branch line, 93 miles long, under construction to Algoma Mills, Lake Huron, upon which such rapid progress has been made that it is expected to be in condition for traffic by the opening of navigation in May, 1884. A special line of steamers owned by the Company, will run from Algoma Mills to Port Arthur, connecting with the train service. A through Canadian route to Winnipeg and the Rocky Mountains, will thus be afforded from that date.

Upon the main line west from Sudbury Junction, construction works are in active progress for a distance of about 15 miles.

From Port Arthur eastward to the River Nepigon, a distance of about 67 miles, the track has been laid, and it will, it is expected, be laid for a further distance of 35 miles during the present winter.

For a distance of about 100 miles east of the River Nepigon occurs some of the heaviest rock cutting of the section. The work is in progress.

Central Section, (Red River to Savona's Ferry, Kamloops).—As was shown in the report presented last year, the Company, up to the end of January, 1883, had completed 581 miles of their main line from Winnipeg westwards. During the past season, the works have made such progress that, up to the present date, the track is laid as far as the summit of the Rocky Mountains, a distance of 960 miles.

The location of the road for a total distance of 964 miles west from Winnipeg, has been approved of by a series of Orders in Council, the last of which was dated the 6th December, 1883.

The obtaining of a route through the Rocky Mountains by a pass other than the Yellow Head, that contemplated in the original location, has long been an object with the Company, and they have selected a line *via* the Kicking Horse Pass; this route, they consider, admitting of the construction of a road which will compare favourably with existing lines to the Pacific Coast, while, in comparison with the Yellow Head route, it will shorten the distance to Port Moody by at least 100 miles. The maximum gradient it will be found necessary to employ is 116 feet to the mile.

The Company have furnished copies of reports upon this subject, made in November last by their engineers. These have been printed in an appendix attached hereto, and will be found to give information as to the engineering features of the route. (See App. 9.)

The possible selection of a pass other than the Yellow Head, on the part of the Company, was provided for and authorized by an Act passed in 1882, a special clause of which reads as follows:—

"The Canadian Pacific Railway Company may, subject to the approval of the Governor in Council, lay out and locate their main line of railway from Selkirk to the junction with the western section by way of some pass other than the Yellow Head Pass, provided that the pass be not less than one hundred miles from the boundary between Canada and the United States of America."

Subsidy.—Under the ninth section of the Company's contract it was provided as follows:—"Upon the construction of any portion of the railway hereby contracted for, not less than 20 miles in length, and the completion thereof so as to admit of the running of regular trains thereon, together with such equipment thereof as shall be required for the traffic thereon, the Government shall pay and grant to the Company the money and land subsidies applicable thereto." Under a series of Orders in Council, based upon certificates of the Chief Engineer, portions of the said subsidies have, from time to time since the commencement of the work, been paid to the Company upon such completion, the cash subsidy amounting, up to the end of December, 1883, to \$12,289,211, being for 954 miles on the central section and 167 miles on the eastern, or a total of 1,121 miles.

The land subsidy amounts to 13,755.763 acres, less one-fifth, or 2,751,152 acres, which is retained by the Government pending the completion of the contract, making the total acreage handed over to the Company, 11,004,611 acres.

Acres.—Under an Order in Council dated the 28th of May, 1883, approval was given to a tariff of charges for freight and passengers on the Canadian Pacific Railway westwards from Port Arthur, together with the branches connected therewith.

The report of the Government Chief Engineer, made after recent personal inspection of the whole road, shows that the line has been well and substantially built the larger streams being spanned by strong iron bridges, resting upon abutments and piers of massive masonry, and the whole work being carried out in a manner fully up to the requirements of the contract.

The rate at which the works have progressed has been so greatly in excess of what had been anticipated, that it may be confidently expected that the whole line will be opened for traffic some five years prior to the date called for by the contract, the 1st of May, 1891. To secure so desirable a result the Government has endeavoured, in all practicable ways, to strengthen the Company's hands, so that no unnecessary check may occur to the vigor which has hitherto characterized their operations.

Branch Lines.

In addition to their subsidy for their main line, the Company have under their contract, the right to receive a grant, in so far as it is vested in the Government, of the land required for road bed, stations, etc., in the construction of branch lines.

The Company have had under construction the following branches:—

The Algoma Branch.—This line, referred to in last year's report as the Sault Ste. Marie branch, is 93 miles in length, and extends from Sudbury Junction, a point on the main line east of Callander, to Algoma Mills, Lake Huron. As above stated, it is well advanced towards completion, and will, it is expected, be open for traffic in May, 1884.

The Selkirk Branch.—This line, 22 miles in length, extends from Winnipeg, along the west side of Red River, to West Selkirk. It was completed during the past season, and is now under traffic.

Pembina Mountain or South Western Branch, (164 miles).—The Company have constructed and now operate this branch for a distance of 102½ miles, namely from Winnipeg to Manitoba City. Beyond this, the line is being located.

Emerson Branch.—This line, 15 miles in length, extends from Pembina Mountain Junction to the town of Emerson: it is nearly completed and ready for traffic. The Corporation of Emerson, aided by a subsidy of \$50,000 from the Dominion Government, authorized by Parliament, are building a combined railway and ordinary passenger bridge over the Red River.

Gretna Branch.—This line, 14 miles in length, from Pembina Mountain Junction to Gretna, on the International Boundary line, about 20 miles west of Emerson, is completed and under traffic.

In addition to the above the Company own various branch lines, acquired either by transfer or purchase, a list of which appears in the report of the Chief Engineer, appended hereto. (App. 3).

2.

APPENDIX No. 3.

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 22nd September, 1883.

SIR,—I have the honor to submit to you my Report upon the progress made, up to the present date, with the surveys and works of construction in connection with the Canadian Pacific Railway.

In the table of distances which appeared in my Report of last year, I estimated the mileage of the Central Section (Red River to Savona's Ferry) at 1,350 miles. This was the distance between those points, as originally estimated *vid* the Yellow Head Pass. The surveys by way of the Kicking Horse Pass were, at that time, not in a sufficiently forward state to satisfy me that a practicable route could be found in that direction; but from information which has since reached me, I believe that I am now safe in stating that a route, not only feasible, but shorter than the other by about 100 miles, has been found to exist, *vid* the Kicking Horse Pass, and I think I may now confidently reduce the length of the Central Section to 1,250 miles or thereabout.

TABLE OF DISTANCES.

TRUNK LINE.

Montreal to Port Moody.

	Miles.
Montreal to Ottawa.....	120
Ottawa to Pembroke.....	105
Pembroke to Callander.....	120
Callander to Port Arthur (formerly Prince Arthur's Landing)	650
Port Arthur (formerly Prince Arthur's Landing) to Red River	433
Red River to Savona's Ferry.....	1,250
Savona's Ferry to Port Moody	215
	<u>2,893</u>

Branch lines constructed and under construction :—

	Miles.
Algoma Branch.....	93
Pembina "	65
Colville Landing Branch.....	2
Selkirk "	20
Stonewall "	20
South Western "	164
Gretna "	14
Emerson "	15
	<u>393</u>

The Company have acquired and are working the following branches :—

	Miles.
St. Lin	13
St. Jerome.....	14
St. Eustache.....	8
Aylmer	9
Brockville	46
Perth.....	12
	102
	102

Summary.

	Miles.
Trunk Line	2,893
Branches built and under construction.....	393
Branches acquired.....	102
	3,388
	3,388

TRUNK LINE.

Montreal to Ottawa, 120 miles.

This section formerly constituted the Western Division of the Quebec, Montreal, Ottawa and Occidental Railway, and was built and owned by the Province of Quebec. It was purchased during last year by the Canadian Pacific Railway Company. This portion of the line is well and substantially constructed.

Ottawa to Pembroke, 105 miles.

Formerly a portion of the Canada Central Railway, and acquired by the Canadian Pacific Railway Company about two years ago. The line is well built.

Pembroke to Callander, 120 miles.

Formerly known as the Canada Central Extension Railway, and built under a Dominion Government subsidy of \$12,000 per mile. It has recently been completed and is substantially built. It is now owned and operated by the Canadian Pacific Railway Company.

Callander to Port Arthur (formerly Prince Arthur's Landing) 650 miles.

This appears as the "Eastern Section" in the contract with the Canadian Pacific Railway Company, who, under the terms of their contract, undertook its construction. The location surveys have been connected, and no grade will have to be encountered of greater severity than 53 feet per mile, the minimum degree of curvature being 8°, which is much more favorable than was originally anticipated.

The grading and bridging are completed, and the track laid for a distance of 90 miles west of Callander : and for a further distance of 10 miles (to Sudbury Junction) the grading and bridging are in a forward state. From Sudbury Junction, where the Algoma Branch leaves the Trunk line, the work of construction is in active progress for a further distance of about 15 miles, and the location surveys are being definitely completed between that point and Pic.

From Pic to Nepigon (Red Rock), a large force of men is at work, and it is expected that a large amount of heavy work will be executed during the coming winter.

From Nepigon (Red Rock) to Port Arthur (formerly Prince Arthur's Landing) the grading and bridging are practically completed, being so far advanced as to admit of the immediate vigorous prosecution of the track laying over the entire distance. The track is already laid, and construction trains running for a distance of about 35 miles.

Port Arthur (formerly Prince Arthur's Landing) to Red River, 433 miles.

This portion of the road appears in the contract with the Canadian Pacific Railway Company, as the "Lake Superior Section," and its construction was undertaken by the Government. Early in May last, the construction was in such a forward state as to admit of the running of regular trains for passengers and freight from Lake Superior to Winnipeg. It became necessary in the interest of the country to open this section for regular traffic without delay, and arrangements were, therefore, made with the Company for this service over the whole distance; and as it was deemed essential that the operation of the line and the work remaining to be done, by construction trains, *i.e.*, the filling up of the temporary trestles, &c., should be under one and the same control, the Government contractors for the sub-section between Eagle River and Rat Portage were, under certain conditions to which they consented, relieved of the remainder of their contract, the Company undertaking to complete the section for a bulk sum, the work remaining unfinished by the Government contractors being undertaken by the Company at the contract prices. Upon the completion of this arrangement, the entire section between Port Arthur (formerly Prince Arthur's Landing) and Red River came under the Company's control, since which, the work of construction has been steadily prosecuted, and the road-bed has been, in consequence, improving daily in condition. The traffic is conducted with great regularity, and has proved to be of considerable volume both in passengers and freight. I am of opinion that over 90 per cent. of the business between Eastern Canada and the North-West has followed this route, and the advantages accruing from the opening of this section have been felt during the past summer throughout the Dominion, and especially in Manitoba and the North West.

The Company have operated the road under many difficulties.

There was but one engine house on the section, and only a few station houses and section men's dwellings. The water service was incomplete, and many embankments had to be made, and others, which had subsided, picked up. Most, if not all, of these difficulties will, no doubt, be removed by next year.

Red River to Savona's Ferry (Kamloops), 1,250 miles.

In the contract with the Canadian Pacific Railway Company, this division of the road is designated as the "Central Section," and is being built by the Company in pursuance of the terms of their contract. The works upon this section have been pushed forward with an energy perhaps unexampled in the history of railway construction, and also under the perfect organization established by the Company, with the highest skill.

Trains are now running over a distance of 881 miles west of Winnipeg to a point forty miles beyond Calgary. Westerly from this point, the grading and bridging are almost completed as far as the summit of the Kicking Horse Pass, in the Rocky Mountains, and distant from Calgary about 125 miles west, and it is expected that the track will reach this point before the close of the present season.

At the date of my last annual report, the track was laid and trains passing over it for a distance of 455 miles west of Winnipeg. To this it is believed will be added, before winter sets in, 510 miles, making the distance west of Winnipeg traversed by trains 965 miles.

Upon this portion of the road, the curves are easy, and the gradients nowhere exceed 40 feet to the mile, except on the western five miles, on which they reach 75 feet to the mile. Between the Kicking Horse pass and Savona's Ferry (Kamloops), a large staff of Engineers have been employed during the past summer, and I am informed that the preliminary surveys are completed continuously westward, from the summit of the Kicking Horse Pass to the foot of the heavy grade on the west slope of the Selkirk Range. It is upon this portion of the road that the most severe grades occur, but it is stated that the heaviest to be encountered will not be more than 116 feet per mile, and that these heavy grades will all be contained within a distance of 100 miles, a very great advantage in every respect. From the second

crossing of the Columbia River, it is proposed to run the line through the Eagle Pass, and thence along the south side of Lake Kamloops to Savona's Ferry, but up to the present time the Company have not submitted, for the approval of the Government, any plans or profiles of the Rocky Mountain Division of the road. I have already stated that, in my opinion, the adoption of this route will shorten the central section by about 100 miles.

Sanova's Ferry to Port Moody, 215 miles.

This portion of the road is designated as the "Western Section" in the Company's Contract, the Government undertaking its construction. In pursuance of this arrangement the grading, bridging and tracklaying have been let in five contracts, viz. :—

Savona's Ferry to Spence's Bridge,	42 miles,	D. O. Mills,	Contractor.
Spence's Bridge to Lytton.....	29 "	"	"
Lytton to Boston Bar.....	29 "	"	"
Boston Bar to Emory's Bar.....	29 "	"	"
Emory's Bar to Port Moody.....	86 "	A. Onderdonk,	"

Sanova's Ferry to Spence's Bridge.

As it was deemed probable that the Company might find it desirable to adopt a route to the south of Lake Kamloops, a new location was made during the past summer for about twelve miles west from Savona's Ferry along the south side of the Thompson River, and was found to be equally practicable, for purposes of construction, with the old location on the north side, and also two miles shorter.

The contractor was informed that he could proceed with the work on the original location on the north side of the river at any time he thought proper to do so; but he stated that it would, in his opinion, be found better to adopt the location on the south side, upon which he was equally willing to build the road. As it was not a pressing matter with him to commence work on these 12 miles, he preferred to await a decision upon the location, although he had put a large force of men upon that portion of his contract to the westward. No work has therefore been done on the old location, and a decision having been arrived at in favor of the route to the south of Lake Kamloops, I yesterday informed the contractor that he might proceed with the work on the new location along the south side of the Thompson River. From this point (12 miles west of Savona's Ferry) to Spence's Bridge, a heavy force has been employed all summer; the grading is in a forward condition and, together with the bridging, will probably be completed by September next ready to receive the track.

Spence's Bridge to Lytton.

About 95 per cent. of the grading upon this contract is done, and some of the bridges are in course of erection, but very little timber is to be had in this locality, and the bridges will be built as the timber is brought forward by train immediately in advance of the track-laying.

Lytton to Boston Bar.

A large force of laborers and carpenters has been employed upon this contract during the summer. With the exception of the iron bridge over the Fraser River, the structures are nearly finished, and the grading is rapidly approaching completion, and it is believed the track laying will reach the Fraser River Bridge in a few weeks. The masonry of the abutments and piers of the Fraser River Bridge is being built, and stone is quarried in the vicinity in quantity nearly sufficient to complete the structure. The iron superstructure was shipped from England in May last, but has not yet arrived in British Columbia. The track is laid upon this contract for about sixteen miles, upon which ballasting is in progress.

Boston Bar to Emory's Bar.

The works upon this contract are practically completed. The track is laid and ballasted throughout, and nothing remains to be done but some trimming up of cuttings and embankments. The contract has, I believe, been faithfully carried out and the road substantially built.

Emory's Bar to Port Moody.

The wharf at Port Moody is built, but the ravages of the sea worm have been such that it will be necessary to substitute iron screw piles for the timbers on the front. The station buildings are erected, but the water service is not yet supplied.

The bridging is not entirely completed, but the grading is sufficiently advanced to admit of the track being laid throughout, and this, it may be expected, will be done during the present season, and the whole of this contract completed by next July. The track is now laid for a distance of forty miles.

After the completion of these contracts, there will remain the erection of engine houses, station houses and section men's dwellings.

It is estimated that the track will be laid over the whole of the western section, *i.e.*, from Savona's Ferry to Port Moody, by this time next year.

It affords me much pleasure to be able to state that the Pacific Railway Company are doing their work in a manner which leaves nothing to be desired. The road is being most substantially built. The larger streams are being spanned by strong iron bridges, resting upon abutments and piers of massive masonry, and the small streams on the eastern section will be passed through solid stone culverts. On the central section, the streams are for the most part crossed by substantially built pile bridges.

The work so far as it has been done, up to the present time, has been performed most faithfully, and in a manner fully up to the requirements of the contract.

I am enabled to speak with confidence upon this point, having made a personal inspection during the last two months of the whole work from a point east of Port Arthur (formerly Prince Arthur's Landing) to Port Moody.

BRANCH LINES.

Algoma Branch—Sudbury Junction to Algoma Mills.

The work upon this branch is progressing rapidly; the grading is completed, and track laid from Algoma Mills for a distance of fifty-seven miles, and the grading and bridging are progressing rapidly on the remaining distance, and it is the expressed intention of the Company to have the entire branch completed and in condition for traffic by the opening of navigation in May next.

Pembina Branch—Emerson to St. Boniface.

This branch was constructed by the Government of Canada, and transferred to the Company on 1st May, 1881.

Colville Landing Branch—East Selkirk to Colville Landing.

This branch was built by the Government of Canada, and transferred to the Company on 1st May, 1881.

Selkirk Branch—Winnipeg to West Selkirk.

This branch was completed by the Company during the past season, and is now under traffic.

Stonewall Branch—Winnipeg to Stonewall.

This branch was built by the Government of Canada, and by them transferred to the Company upon the Company paying the cost according to the terms of the contract.

South-Western Branch—Winnipeg to Pembina Mountain.

The Company have constructed and put in operation this section as far west as Manitoba City, a distance of 101 miles from Winnipeg; west of this point no progress is at present being made with the works of construction, but the line is being located.

Gretna Branch—Pembina Mountain Junction to Gretna.

The Company completed the construction of this branch in 1882, and are now working the traffic thereon. Gretna is on the International Boundary, about twenty miles west of Emerson.

Emerson Branch—Pembina Mountain Junction to Emerson.

This Branch is under construction by the Company, and it is expected that it will be completed and placed under traffic before the close of the present season. The bridge over the Red River on this Branch is being built by the Town of Emerson, aided by a subsidy of \$50,000 from the Government of Canada.

St. Lin, St. Jerome, St. Eustache and Aylmer Branches

Were acquired by the Company by the purchase of the Western Division of the Quebec, Montreal, Ottawa and Occidental Railway, being branches of that line.

Brockville and Perth Branches

Formed part of the Canada Central Railway purchased by the Company.

Rolling Stock.

The Rolling Stock owned by the Government of Canada, and which was employed in connection with the works of construction on the Canadian Pacific Railway, consisting of:—19 engines, 3 passenger cars, 1 baggage and smoking car, 397 platform cars, 2 box cars, 1 steam shovel car, 1 caboose, 1 boarding car; is to be transferred to the Canadian Pacific Railway Company at a price established by appraisers appointed to value them.

Fraser River Bridge.

This bridge has been manufactured in England, under the supervision of Mr. Joseph Tomlinson, an Engineer of the Department, a gentleman of considerable experience in bridge construction. It was shipped in May last, but has not yet reached British Columbia.

Station Buildings and Section Men's Houses.

Mr. John McDonald contracted to build six station houses between Rat Portage and Fort William. Four of these he has completed, and the other two are in an advanced state towards completion.

Mr. John Patterson contracted to build three station houses and twelve section men's dwellings between Emory's Bar and Savona's Ferry; these were all completed last autumn, and have since been occupied by the Engineering Staff.

Steel Rails.

The 8,800 tons of steel rails mentioned in my last year's report as having been purchased, to be delivered at Port Moody, have all been received, except one cargo, which is now afloat.

Company's Rolling Stock

- 236 engines.
- 73 first-class passenger cars.
- 33 second-class passenger cars.

- 48 baggage and mail cars.
- 20 dining, sleeping, palace, &c., cars.
- 4,386 platform cars.
- 1,735 box cars.
- 126 cabooses, pay cars, &c.
- 6 derrick and coal cars.
- 17 snow ploughs.

I have the honor to be, Sir, your obedient servant,
C. SCHREIBER, *Engineer in Chief.*

3.

APPENDIX No. 9.

OFFICE OF THE GENERAL MANAGER, MONTREAL, 27th November, 1883.

SIR,—In response to your inquiry of the 17th inst., I have the honor to submit herewith the preliminary report of Mr. A. B. Rogers, Engineer in Chief, in charge of the location of the Mountain Section of the Canadian Pacific Railway, together with a report of Mr. James Ross, Manager of construction of the Western Division.

These reports cover the only section of the line upon the practicability of which any doubts have recently been cast.

Beyond this section to the point of connection with the section under construction by the Government, no engineering difficulties exist; on the contrary, the work is light and may be quickly done.

I am happy to be able to report rapid progress on the Lake Superior Section of the line. Track-laying has been completed eastward from Port Arthur to the Nipigon River, and will be continued to a point 35 miles beyond before the close of the season. From that point eastward, for a distance of 100 miles, is encountered the heaviest rock work on the Lake Superior Section. This is covered by one mile contracts and is heavily manned. Work will be carried on throughout this winter, and it is expected that a considerable portion of this section will be ready for the track in the early spring.

The track of the main line extension westward from Lake Nipissing has advanced beyond Sudbury Junction. This section is also heavily manned, and the work will be pushed forward throughout the winter.

I have the honor to be, Sir, your obedient servant,
W. C. VAN HORNE, *General Manager.*

HON. JOHN H. POPE, Acting Minister Railways and Canals.

MONTREAL, 20th November, 1883.

DEAR SIR,—The results of the surveys on the Mountain Division, made during this year, 1883, are briefly, as follows: A line of definite location from the summit of the Rocky Mountains to the summit of the Selkirks, a distance of $95\frac{60}{100}$ miles, and a preliminary survey from the summit of the Selkirks to the west crossing of the Columbia (opposite the mouth of the Eagle Pass), a distance of 43 miles. The route adopted proceeds from the summit of the Rockies westerly down the Kicking Horse River, $44\frac{70}{100}$ miles to the valley of the Columbia, which it follows in a north-westerly direction nearly 30 miles, until it enters the valley of the Beaver, which it follows southerly and westerly for about 20 miles to the summit of the Selkirks. From this latter point it descends westerly down the east fork of the Ille-cillewait, about 20 miles to a junction with the main stream, which it follows south-westerly about 23 miles to the west crossing of the Columbia. A maximum gradient of 116 feet per mile is found necessary in the descent westerly from the summit of the Rockies down the Kicking Horse Pass for a distance of about 17 miles, and again for a distance of 2 miles in the Lower Kicking Horse.

The same gradients are used in the ascent of the Selkirks for about 16 miles and for nearly 20 miles down the west slope. In no instance is this rate of grade exceeded, and a proper compensation for curvature is made in every case by a reduction of the rate of grade.

We have used a maximum rate of curvature of 10 degrees, mainly in the Kicking Horse Valley, but only an occasional use of that rate of curvature in the canôn of the Columbia and in the Selkirks. I am confident, however, that in the final adjustment of the line, after the right of way shall have been cleared, a material improvement will be made in this respect.

There will be three crossings of the Kicking Horse in the upper valley and eight in the lower—all of one span, and no span exceeding 200 feet. The first, or easterly crossing, of the Columbia will require a bridge of 350 feet in length and the west crossing about 800 feet.

The heaviest work to be encountered in construction lies in the upper Kicking Horse, where about 6 miles may be classified as hard mountain work, with about 2 miles of hard work near the mouth of the Kicking Horse, the remainder averaging from medium to light. For 10 miles near the bend of the Kicking Horse, and 20 miles in the valley of the Columbia, the work will compare favorably with that in the Bow Valley. In the 6 miles of the Columbia canôn the work may be rated as 2 miles hard work and the remainder light. Through the Selkirks the work is more uniformly distributed than through the Rockies and presents no special engineering difficulties and, for mountain work, may be considered moderate, the percentage of rock being unusually small.

Estimates for the entire line, in sections of 1 mile each, accompany the plans and profiles submitted with this report.

Tunnelling will be required as follows:—

	Lineal feet.
In the Upper Kicking Horse.....	1,800
“ Lower “	1,400
“ Colombia Canôn	2,200
“ East slope of Selkirks.....	none.
“ West “ “ not to exceed.....	1,200
Making a total of.....	7,600

Longest tunnel 1,400 feet; next in length 1,000 feet; others from 150 to 600 feet in length.

I am glad to state that my expectations of the feasibility of the route adopted have been more than realized by the results of the surveys of this year, and as shewn by the plans and profiles, the work is of such a nature that any desired force can be used on the construction, and with a certainty of the greatest despatch in its completion.

The track having reached the summit of the Rockies, there remains a gap of not over 270 miles to be completed between that point and Kamloops.

The elevations above the sea level of some of the prominent points on the line are as follows:—

	Feet.
Summit of the Rockies.....	5,300
Bend of the Kicking Horse	3,647
Mouth “ “ (in Columbia Valley)	2,541
East Crossing of Columbia River (grade).....	2,392
Summit of Selkirks.....	4,316
West Crossing of Columbia (grade).....	1,436

The highest elevation attained is that in the Rockies, 5,300 feet. The highest elevation to be overcome in the Gold Range is the Eagle Pass, which is not more than 400 feet higher than the West Crossing of the Columbia.

Yours truly,

A. B. ROGERS,

Chief Engineer in charge of Surveys, Mountain Section.

W. C. VAN HORNE, General Manager C. P. R.

MONTREAL, 23rd November, 1883.

DEAR SIR,—Our track will, at the end of this week, reach the summit of the Rocky Mountains, thus fully carrying out this year's programme of work under my superintendence nearly six weeks ahead of the time allowed for it; besides, we have some work done on the Western Slope down the Kicking Horse Pass.

At present there are about seven hundred and fifty men employed in the Rocky Mountains, but it is our intension to reduce this force somewhat and confine our operations this winter to making ties and timber, forwarding supplies and completing the final adjustment of the line.

During the year I have been able to personally examine very thoroughly our route through the Rockies to the Columbia, and besides having Major Roger's reports of the work on the Selkirks, I sent Mr. Hogg to examine and report upon it, and am satisfied that we have the most direct practicable line for the Canadian Pacific Railway, with summit elevations lower than on the other Pacific lines.

I desired, however, as I explained to you in a former letter, before commencing construction on the Western Slope of the Rockies, to feel perfectly assured that the Kicking Horse line had been thoroughly developed by surveys, so as to give us a line with the shortest heavy grade planes, the least amount of curvature, located where it could be maintained after construction, and at the least cost, and I have had other suveys made through the Bow River and Howse Passes to determine whether we could get a line, which though evidently longer than the Kicking Horse, would present such features as would compensate for its increased distance.

As the result of our examinations and surveys, I am glad to say that we can commence our work in the spring, feeling quite satisfied that we have secured beyond doubt the best line through the mountains.

The heavy portion of our next season's work will be in the Kicking Horse Valley, but it is placed so that we can distribute a large force upon it. The longest tunnel is 1,400 feet, and we can, if found necessary to expedite the construction, build a temporary line around the heavy work.

Yours faithfully,

JAMES ROSS, *Manager of Construction.*

W. C. VAN HORNE, General Manager C. P. R.

4.

MEMO. OF THE POSITION OF THE LOCATION AND OTHER SURVEYS.

Approved Location.

The plans and profiles of the location have been submitted and approved as follows, viz. :—

	Miles.
1. Callander to a point a short distance west of Sudbury Junction (maximum grade, 57 feet per mile).....	130
2. Nepigon (Red Rock) to Port Arthur (maximum grade, 53 feet per mile).....	67

3. Winnipeg to the summit of the Rocky Mountains, in the Kicking Horse Pass (maximum grade to the foot of the Rocky Mountains, 53 feet per mile; between this point and the summit a grade of 74 feet per mile occurs).....	964
Total (1,131 miles of this are constructed).....	<u>1161</u>

Trial Location Surveys.

Trial location surveys have been made, but not yet submitted for approval, as follows, viz. :—

	Miles.
1. Near Sudbury Junction to Nepigon (officers of the Company state maximum grade will not exceed 57 feet per mile).....	453
2. Summit of Rocky Mountains to summit of the Selkirks (maximum grade stated at 116 feet per mile).....	96
Total	<u>549</u>

Preliminary and Exploration Surveys.

Preliminary Survey :—

	Miles.
1. Summit of Selkirk to mouth of Eagle Pass (maximum grade reported 116 feet per mile).....	43

Exploration Survey :—

2. Mouth of Eagle Pass to Kamloops (the maximum grade not known, but it is said will not probably exceed 90 feet per mile)	161
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Total	<u>204</u>
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C. SCHREIBER, *Engineer in Chief.*

1st February, 1884.

5.

MEMO. OF THE GENERAL CHARACTER OF THE WORK PREPARED FROM THE LAST INFORMATION AT COMMAND.

From near Sudbury Junction to Michipicoten :—

	Miles.
The work is said to be light; the grading, for the greater part is of a sandy nature	210

From Michipicoten to Pic :—

The work is said to be moderately light; the cuttings generally of clay and sand, some rock.....	140
--	-----

From Pic to within 35 miles of Nepigon :—

The work is excessively heavy, the grading being chiefly composed of hard rock.....	95
---	----

From 35 miles east of Nepigon to Nepigon :—

The work is moderately light, the grading being about completed	35
---	----

From summit of the Rocky Mountains to foot of same :—

The work may be classed as generally heavy, with some short distances very heavy.....	45
---	----

From foot of Rocky Mountains to foot of Selkirks :—	
The work is described as light, being over flat lands.....	30
From the east foot of Selkirks to mouth of Eagle Pass :—	
The work may be considered moderate for mountain work, being largely composed of gravel.....	64
From the mouth of Eagle Pass to Kamloops :—	
The work is said to be medium, the cuttings being rock, clay and gravel.....	161
Total	<u>780</u>

The work is very much lighter than was anticipated. Summit of the Rocky Mountains, 5,300 feet; summit of the Selkirks, 4,316.

C. SCHREIBER, *Engineer in Chief.*

1st February, 1884.

6, 7 and 8.

PROFILES FROM NO. 19 TO NO. 16 NOT PRINTED.

LOCATION AND GENERAL DESCRIPTION of *Canadian Pacific Railroad*, shewing the county or counties through which the road runs, the terminal points, connections, if any, and giving a general description of the line, and the country through which it passes.

From Montreal to Ottawa, being the Western Division of the Quebec, Montreal, Ottawa and Occidental Railway, acquired by the Company. Ottawa to Callander, and Carleton Place to Brockville, being the Canada Central system, also acquired by the Company. This portion of the line runs through the Counties of Hochelaga, Jacques Cartier, Laval, Terrebonne, Two Mountains, Argenteuil, Ottawa, Carleton, Renfrew, Lanark, Grenville, Leeds, Pontiac and District of Nipissing.

The line from Callander to Port Arthur is under construction, the distance being about 560 miles.

From Port Arthur the line follows generally a northwesterly course to Selkirk, on Red River, a distance of 410 miles, thence south along the west side of Red River to St. Boniface, crossing the river at this place to the City of Winnipeg, a further distance of 25 miles.

The main line, west from Winnipeg, to a point 62 miles west of the South Saskatchewan River, a distance of 722 miles, runs through the Counties of Selkirk, Marquette, Portage and Norfolk, crossing the Assiniboine River at Brandon, thence westerly, following the general direction of the Assiniboine to Oak Lake, from which point it runs a little north of west to the Qu'Appelle Valley, thence nearly due west to the South Saskatchewan River, north of west to its terminus. For nearly the entire distance the line passes through an undulating prairie country, with some timber, and well watered by the rivers, creeks and lakes. From the present terminus the line is under construction to the summit of the Rocky Mountains, a distance of 963 miles from Winnipeg.

Emerson Branch.—Distance 63 miles, runs along the east side of Red River through the Counties of Morris and Provencher, in a northerly direction from Emerson to the junction with the main line at St. Boniface, passing through open prairie and meadow lands.

Pembina Branch.—This branch leaves the main line near the City of Winnipeg, and runs in a southerly direction to the International Boundary line at Gretna, a distance of 69 miles. From Pembina Mountain Junction the line runs due west to Manitou, a distance of 48 miles. The country traversed is open prairie and meadow lands.

Stonewall Branch.—This branch leaves the main line near the City of Winnipeg, and runs in a northerly direction to Stonewall, a distance of 18 miles. The country traversed is open prairie.

RETURN by the Canadian Pacific Railway of the Capital Account of said Railway ; also, the Revenue and Expenditure, &c., for the Year ended 30th June, 1883.

No. 1.—CAPITAL ACCOUNT.

	Authorized.	Subscribed.	Paid up.	Rate of Interest or Dividend.
	\$ cts.	\$ cts.	\$ cts.	
Ordinary Share Capital.....	100,000,000 00	46,760,000 00	46,760,000 00	5 per cent.
Bonds specially secured on Land Grant...	25,000,000 00	.....	6,334,825 00*	do
Government Loans.....	.....	.....	.....
do Bonuses.....	25,000,000 00	.....	7,538,076 60†	
Advance on material.....	.....	.....	973,752 00	
Municipal Bonuses.....	200,000 00	.....	200,000 00	
Town sites.....	.....	.....	470,695 82	
Total capital.....	150,200,000 00	46,760,000 00	62,277,349 42	

* Proportion of proceeds earned and paid to the Company.
 † Proportion of subsidy earned and paid to the Company.

No. 2.—LOANS OR BONUSES FROM GOVERNMENTS OR MUNICIPALITIES.

From what Source.	Amount of Bonus Granted.
	\$ cts.
Dominion Government.....	25,000,000 00*
<i>Municipalities.</i>	
Winnipeg City.....	200,000 00
Town of Morris.....	50,000 00
Total.....	250,000 00

* And 25,000,000 acres of land.

No. 3.—BONDS OR OTHER SECURITIES NEGOTIATED BY THE COMPANY.

Amounts.	Rates of Interest.	Date of Sale.	Prices Realized.
\$25,000,000	5 per cent. Land Grant Bonds.....	October, 1881.....	\$10,000,000 at 92 per ct. realized \$9,200,000
<i>Canada Central Bonds Assumed by the Company.</i>			
£200,000	First Mortgage 5 per cent. Bonds, maturing 1899, interest payable by Government, Sinking Fund payable by Company, Company's liability \$850,000, with interest at 6 per cent.....		\$850,000
	Second Mortgage 6 per cent. Bonds, maturing 1910, interest at 6 per cent., payable by the Company.....		973,333
<i>Purchase of Q. M. O. and O. Railway.</i>			
	Payable to Province of Quebec, under contract March 4th, 1882, at 5 per cent.....		3,500,000

No. 4.—SALES OF LANDS MADE BY THE COMPANY.

Acres Sold.	Price per Acre.	Amount.
6,409,880	Prices range from \$1.25 to \$10.00 per acre.....	\$18,505,120

No. 6.—CHARACTERISTICS OF ROAD, &c.

	Miles.
Montreal to Mattawa	314
Port Arthur to Winnipeg.....	441
Winnipeg to a point 62 miles west of the South Saskatchewan River.....	722
Branch from St. Thérèse to St. Lin.....	15
“ “ St. Lin Junction to St. Jerome.....	11
“ “ St. Thérèse to St. Eustache.....	8
“ “ Hull to Aylmer.....	7
“ “ Carleton Place to Brockville	46
“ “ Smith's Falls to Perth.....	12
“ “ Winnipeg to Emerson.....	65
“ “ Winnipeg to Gretna.....	70
“ “ Pembina Mountain to Manitoba City	46
“ “ Winnipeg (Air Line) to Stonewall	18
	298
	<u>1780</u>
Length of Road laid with Iron Rails.....	60
“ “ Steel Rails.....	1720
“ Sidings	128
“ Double track (if any).....	2
Weight of Rail, per yard, Main Line, Iron (lbs).....	56-58
“ “ Steel (lbs).....	56-60
“ “ Branches, Iron (lbs).....	56-58-75
“ “ Steel (lbs).....	56-57½
Number of Engine Houses and Shops.....	19
“ Engines owned by the Company.....	186
“ First-class Passenger Cars owned by the Company	90
“ Second-class and Emigrant Cars owned by Company	28
“ Baggage, Mail and Express Cars owned by Company	44
“ Snow Ploughs owned by Company	17
“ Cattle and Box Freight Cars owned by Company	1,602
“ Vans owned by Company.....	10
“ Derricks owned by Company.....	6
“ Platform Cars owned by Company.....	3,579
“ Coal Cars owned by Company.....	
“ Ties to a Mile, Main Line.....	2,640
Number of Grain Elevators.....	1
Capacity of “ at Brockville,	16,000 bush.
Number of level road crossings at which Watchmen are employed.....	7

“ of level road crossings without Watchmen....	380
“ overhead bridges.....	7
Height of “ above rail level, all but one, up to.....	21 ft. 6 in.
Number of level crossings of other Railways.....	1
“ Junctions with other Railways.....	6
“ “ Branch lines.....	10
Radius of sharpest curve.....	5.15
Number of feet per mile of heaviest gradient.....	87
Gauge of Railway	4 ft. 8½ in.

No. 7.—ACTUAL COST OF RAILWAY AND ROLLING STOCK.

1. Cost of land and land damages.....\$	322,634	94
2. Cost in connection with administration of land grant in aid, if any.....	100,178	62
3. Cost of grading, masonry and bridging, station buildings, &c., &c	26,848,896	66
4. Cost of rolling stock of all kinds, including work- shops	8,473,581	99
<i>Memo.</i> —Unpaid balance of cost of—		
Canada Central R’y.....	3,998,500	00
Q. M. O. & O. Ry.....	3,848,429	00
Total.....	\$43,592,221	21

No. 8.—OPERATIONS OF THE YEAR AND NUMBER OF MILES RUN.

1. Miles run by passenger trains.....	936,721
2. “ freight trains.....	3,384,575
3. “ mixed trains (included in freight)	
4. Total miles run by trains.....	4,321,296
5. “ engines	5,344,150
6. Total number of passengers carried.....	800,419
7. “ tons of freight (of 2,000 lbs.) carried.....	1,065,272
8. Average rate of speed of passenger trains.....	25 miles an hour
9. “ freight trains.....	16½ “

No. 9.—DESCRIPTION OF FREIGHT CARRIED.

		Weight in Tons.
1. Flour in barrels, No.....	213,528	21,100
2. Grain in bushels, No.....	3,213,085	61,170
3. Live stock, No.....	79,295	27,516
4. Lumber of all kinds, excepting fire- wood, Ft.....	266,744,097	371,870
5. Firewood, number of cords of 128 Cubic Ft.....	61,736	93,209
6. Manufactured goods.....		229,491
7. All other articles.....		260,916
Total weight carried.....		1,065,272

No. 10.—EARNINGS OF THE RAILWAY.

1. From Passenger traffic.....	\$1,229,904	27
2. From Freight traffic.....	3,112,931	97

3. From Mails and Express freight.....	95,012 59
4. From other sources	53,502 95
Total....	<u>\$4,491,351 78</u>

No. 13a.—OPERATING EXPENSES.

Maintenance of Line, Buildings, &c.

1. Wages, &c., of labor employed on track, including sidings.....	\$399,377 86
2. Cost of steel rails and fastenings.....	7,225 46
3. Repairs of bridges and culverts.....	33,144 79
4. Repairs and renewals of bridges.....	28,702 53
5. Repairs of fencing.....	9,125 97
6. Clearing snow and miscellaneous expenses.....	113,361 54
Total.....	<u>\$590,937 15</u>

No. 13b.—OPERATING EXPENSES.

Working and Repairs of Engines.

1. Wages of enginemen, firemen and cleaners.....	\$361,175 30
2. Cost of coal for fuel.....	802,682 92
do wood do	147,224 95
3. Repairs of engines and tenders.....	245,815 08
4. Oil, tallow, waste, &c., for engines.....	36,145 56
5. Pumping engines.	80,392 06
6. Repairs of tools and machinery.....	20,309 33
Total.....	<u>\$1,693,745 20</u>

No. 13c.—OPERATING EXPENSES.

Working and Repairs of Cars.

1. Wages and material for repair of passenger cars..	\$61,070 15
2. do do freight cars and snow ploughs.....	197,239 43
Total.....	<u>\$258,309 58</u>

No. 13d.—OPERATING EXPENSES.

General and Operating Charges.

1. Office expenses, including directors, auditors, management, travelling expenses, stationery, &c...	\$217,822 62
2. Station agents, clerks, porters, &c.....	401,990 23
3. Conductors, baggagemen and brakemen.....	281,117 65
4. Compensation for personal injuries.....	8,708 44
5. Loss or damage to freight	20,770 45
6. Cattle killed.....	6,822 20
7. Small stores, including lights, lamps and signals..	231,757 50
8. All other charges.....	241,486 99
Total.....	<u>\$1,410,476 08</u>

No. 14.—SUMMARY OF OPERATING EXPENSES.

13a. Maintenance of line, buildings, &c..	\$ 590,937 15
13b. Cost of working and repairs to Engines.....	1,693,745 20
13c. Cost of working and repairs to Cars.....	258,309 58
13d. Cost of general operating expenses.....	1,410,476 08
Total cost of operating Railway.....	3,953,468 01

No. 15.—ACCIDENTS.

CAUSE OF ACCIDENT.	PASSENGERS.		EMPLOYEES.		OTHERS.		TOTAL.	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Fell from cars or engine				6				6
Jumping on or off trains or engine when in motion.....		2			1	1	1	3
Walking, standing, lying, sitting or being on track.....				1	2		2	1
At work on, or near the track, making up trains.....			2	1			2	1
Putting arms or heads out of windows.....								
Coupling cars			1	15			1	15
Collision, or by trains thrown from track.....		2	1	3			1	5
Other causes.....			1	8	4		5	8
Total.....		4	5	34	7	1	12	39

NAMES AND RESIDENCES OF DIRECTORS AND OFFICERS OF THE COMPANY.

- Mr. George Stephen, Montreal.
- “ Duncan McIntyre “
- “ Richard B. Angus “
- Hon. Donald A. Smith “
- Mr. J. S. Kennedy, New York.
- “ H. S. Northcote, London, England.
- “ C. D. Rose “ “
- “ P. du P. Grenfell “ “
- Baron J. de Reinach, Paris, France.
- Mr. R. V. Martinsen, New York.
- “ W. L. Scott, Erie, Pa.
- President, George Stephen.
- Secretary and Treasurer, Charles Drinkwater.
- General Manager, W. C. Van Horne.
- Consulting Engineer, W. B. Smellie.
- Superintendent (E. D.) Archer Baker.
- “ (W. D.) John M. Egan.

The following is the official name and address of the Company:—Canadian Pacific Railway, Montreal, P.Q.

Affidavit of President.

CANADA }
 PROVINCE OF QUEBEC, } I, W. C. Van Horne, of the City of Montreal, in the
 District of Montreal, } District of Montreal, and Province aforesaid, General Manager
 To Wit: } of the Canadian Pacific Railway Company, being duly sworn,
 make oath and say: That, to the best of my knowledge, in-
 formation and belief, the foregoing returns are true and correct.

Sworn before me at the City of Mon- }
 treal, in the Province of Quebec, this } W. C. VAN HORNE. [L.S.]
 eleventh day of January, A. D. 1884. }

[L.S.] WILLIAM McLENNAN,
A Notary Public for the Province of Quebec.

Affidavit of Secretary.

CANADA }
 PROVINCE OF QUEBEC, } I, Charles Drinkwater, of the City of Montreal, in the
 District of Montreal, } District of Montreal, and Province aforesaid, Secretary of the
 To Wit: } Canadian Pacific Railway Company, being duly sworn, the
 oath and say: That to the best of my knowledge, in-
 formation and belief, the foregoing returns are true and correct.

Sworn before me at the City of Mon- }
 treal, in the Province of Quebec, this } C. DRINKWATER.
 eleventh day of January, A. D. 1884. }

[L. S.] WILLIAM McLENNAN,
A Notary Public for the Province of Quebec.

10.

DR. IN ACCOUNT with the Government of Canada—Subsidy Account. CR.

1883.				\$	cts.
May 4	To	Cash paid on account	20 miles		
			Prairie Section	200,000	00
do 30	do	do	20 miles Lake Superior	307,692	20
do 30	do	do	20 miles Prairie Sec...	200,000	00
do 30	do	do	do do ...	200,000	00
June 30	do	do	do do ...	200,000	00
July 10	do	do	do do ...	400,000	00
do 11	do	do	do do ...	200,000	00
do 23	do	do	do do ...	400,000	00
Aug. 2	do	do	do do ...	200,000	00
do 14	do	do	do do ...	250,000	00
do 27	do	do	do do ...	200,000	00
do 27	do	do	20 miles Lake Superior	307,692	20
Sept. 1	do	do	do do ...	150,000	00
do 10	do	do	do do ...	200,000	00
do 26	do	do	do do ...	200,000	00
Oct. 6	do	do	do do ...	203,333	00
do 16	do	do	do do ...	266,660	00
Nov. 3	do	do	do do ...	307,692	20
do 19	do	do	20 miles Lake Superior	439,989	00
Dec. 11	do	do	33 do Prairie Sec...	723,076	67
do 21	c	do	47 do Lake Superior		
				5,863,827	47

DR. IN ACCOUNT with the Dominion Government—Rails Advance Account. CR.

1883.		\$	cts.	1883.		\$	cts.
Feb. 21	To Balance	1,116,213	00	May 4	By Repayment by the Company on account of amount advanced on rails.....	61,125	00
do 24	Amount paid the Company under terms of the contract for rails.	30,000	00	do 30	do do	187,500	00
Mar. 6	do do	4,914	00	June 30	do do	75,000	00
do 30	do do	97,500	00	July 10	do do	150,000	00
April 21	do do	48,750	00	do 11	do do	75,000	00
Sept. 13	do do	93,150	00	do 24	do do	150,000	00
Oct. 29	do do	213,750	00	Aug. 3	do do	75,000	00
Nov. 15	do do	110,373	00	do 27	do do	117,255	00
do 19	do do	85,465	00	Sept. 1	do do	49,500	00
				do 10	do do	150,000	00
				do 26	do do	75,000	00
				Nov. 3	do do	75,000	00
				Dec. 11	do do	123,750	00
				do 21	do do	96,750	00
					By Balance.....	339,235	00
		1,800,115	00			1,800,115	00
1884.							
Jan. —	To Balance	339,235	00				

DR. IN ACCOUNT with the Dominion Government—Land Grant Bonds Account. CR.

1883.		\$	cts.	1883.		\$	cts.
May 9	To amount paid the Company under terms of their contract, viz:— For 20 miles completed.	184,000	00	Feb. 16	By Balance.....	3,571,724	10
do 30	do do	184,000	00	Nov. 3	Interest on Account Current	16,058	77
do 30	do do	141,537	95				
June 1	do do	184,000	00				
do 30	do do	184,000	00				
July 10	do do	184,000	00				
do 11	do do	184,000	00				
do 12	do do	184,000	00				
do 23	do do	184,000	00				
do 24	do do	184,000	00				
Aug. 2	do do	184,000	00				
do 15	do do	368,000	00				
do 27	do do	141,537	95				
do 27	do do	184,000	00				
Sept. 7	do do	141,537	95				
do 26	do do	184,000	00				
Oct. 10	do do	184,000	00				
do 16	do do	187,066	67				
Nov. 3	do do	216,102	35				
		3,587,782	87			3,587,782	87

DR. IN ACCOUNT with the Government of Canada—Current Account. CR.

1883.		\$	cts.	1884.		\$	cts.
Feb. 21	To Balance as per last return in answer to an Order of the House of Commons.....	280,736	09	Jan. —	By Balance	280,736	09
		280,736	09				
1884.							
Jan. —		280,736	09			280,736	09

MEMORANDUM respecting Land Grant Bonds of the Canadian Pacific Railway Company, in the custody of the Bank of Montreal.

Amount deposited with Bank of Montreal.....	\$10,000,000 00
Amount surrendered.....	1,004,000 00
	<u>\$8,996,000 00</u>

RETURN

(31g & 31g-1)

To ADDRESSES from the HOUSE OF COMMONS, dated respectively the 28th January, 1884 ;—Representing that, by the Act of 1881, to amend the Consolidated Railway Act, 1879, it is provided that the several Railway Companies shall furnish Yearly Returns to the Minister of Railways, containing certain information specified in the Schedule to the said Act ; and, in addition, such other Information and Returns as shall from time to time be required by the Governor in Council ; representing further, that among the Returns specified in the Schedule is the following :—“Statement containing Copies of all Contracts made by the Company for the Construction of any part of the Railway.” Representing further, that the Canadian Pacific Railway Company has not, as yet, complied with the Law in this respect, in so far as regards the Returns made to the Minister of Railways, and laid before this House. Representing further, that it is of high public consequence that the Law should be complied with and the information furnished ; and praying that His Excellency will be graciously pleased to cause steps to be taken, with a view to secure compliance with the Law and the supply of the Information required, namely : Copies of all Contracts made by the Company for the Construction of any part of its Railway. And also for a Copy of the Instrument of Incorporation or Association of a Construction Company, called the North American Contracting Company, or by some similar name, with which a Contract has been made for the Construction of part of the Canadian Pacific Railway, and for a Statement of the names of Shareholders or Associates thereof.

By Command,

CHARLES TUPPER,
for Secretary of State.

Department of the Secretary of State,
6th February, 1884.

OFFICE OF THE SECRETARY, MONTREAL, 4th February, 1884.

SIR,—In reply to your letter of the 1st February inst., enclosing A address from the House of Commons, calling for copies of all contracts made by this Company for the construction of any part of the Canadian Pacific Railway, I have the honor to state that this Company has made no contract for the construction of any part of its railway, except a contract with the North American Railway Contracting Company, a copy of which is enclosed. All other construction contracts made by this Company have had reference only to work done in furtherance of construction.

I have further the honor to state that the contract in question was cancelled by a deed of cancellation executed on the 21st day of November last.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CONSTRUCTION CONTRACT.

This agreement made this sixteenth day of December, A.D., 1882, by and between the Canadian Pacific Railway Company, a body politic and corporate, duly incorporated by Letters Patent under the Great Seal of the Dominion of Canada, having its chief place of business in the city of Montreal, hereinafter called the Railway Company, and the North American Railway Contracting Company, a corporation duly organized *under the laws of the State of New Jersey*, having its chief place of business at *Walton, in the said State*, hereinafter called the Contractors;

WITNESSES:

That whereas by a contract, executed by the Government of Canada, and by George Stephen and others, on behalf of the Railway Company, on the 21st day of October, 1880, the Railway Company are bound to construct the Canadian Pacific Railway, as described in the said contract, upon the terms and conditions therein provided.

And whereas the contractors have offered to construct certain portions of the said railway, hereinafter described, of such a quality and standard, and in such a manner, and within such a time, as shall be conformable to the requirements of the said contract, and to certain other conditions and provisions hereby agreed upon, and to the specification hereto annexed; the whole for the considerations hereinafter mentioned, which offer the Railway Company have determined to accept. Now, therefore, these presents witness, that for and in consideration of the payments in money and stock hereinafter covenanted to be made by the Railway Company, the contractors hereby agree to and with the Railway Company, to do and perform all the work, and furnish all the labor, materials, plant and machinery, and all land for right of way, stations, station buildings, depot grounds, yards, borrowing pits and ballast pits not already belonging to the Company or not herein expressly agreed to be provided by the Company; which shall be required for the construction of those portions of the Canadian Pacific Railway, known and described as follows: namely,

1. That portion of the said railway, extending from a point forty miles west of Callander Station to the eastern end of the Lake Superior section of the Canadian Pacific Railway, as defined by the charter of the Railway Company: the said portion being hereinafter called the Eastern Section.
2. That portion of the said railway lying between a point forty-five miles east of the Saskatchewan River, and Kamloops, in British Columbia (meaning thereby the eastern end of the Western Section of the Canadian Pacific Railway, as defined by the charter of the Company); hereinafter called the Central Section.

The said work of construction shall be commenced forthwith, and shall in all respects be completed in accordance herewith, as follows, namely: the said Central Section on or, before the 31st day of December, 1885, and the said Eastern Section on or before the 31st day of December, 1886. And the said times, and all times

herein mentioned, shall be of the essence of this contract. And as the work of construction proceeds, the contractors will, from time to time, deliver to the Railway Company such portions of the said sections as shall be completed to the satisfaction of the Railway Company, so as to entitle the contractors to payments on account as hereinafter provided. But such progressive deliveries shall only be regarded as provisional; and the reception by the Railway Company of any portion of either of the said sections shall not be held to be an acceptance of the portion so received, as being completed in conformity with the requirements of these presents.

This contract is made upon the distinct understanding that the contractors have satisfied themselves respecting the nature of the country through which the railway is to be built, the character and formation of the ground, the means of access, the nature, kinds, qualities, and cost of the various materials, plant and labour required; and respecting every matter or thing which may in any way affect the cost of the work already contracted for, or the carrying out of the present contract. And that no information obtained by or for the contractors, from any officer, agent or servant of the Company, shall relieve the contractors from any risk or contingency, or from any obligation hereby assumed, or from the complete fulfilment of this contract in every respect; or shall give them any right or claim, equitable or otherwise, against the Company, beyond or in addition to their rights and claims under the express provisions hereof.

And in order to establish an approximate standard, whereby the quality and character of the said sections, and of the materials used in the construction thereof, shall be regulated, it is hereby agreed that the Union Pacific Railway, as finally completed and accepted, shall be, and the same is hereby selected and fixed upon as such standard, with the additions, and subject to the conditions herein contained: the said standard being that which is agreed upon with the said Government, under the said contract of the 21st October, 1880, according to the true intent and meaning of the said contract. But while the said standard shall be accepted as a general and ordinary standard of the quality and character of the said work of construction, and of the materials used therein, the contractors shall conform themselves in all respects to such improvements upon the said standard as shall be required to make the work done and materials used in the construction of the said sections, equal in quality and character to the other portions of the said Canadian Pacific Railway, which have been constructed by the Railway Company within the year 1882, in so far as the same are completed; and also to such restrictions as to gradients and curvatures as shall, from time to time, be adopted and established by the Railway Company. And the contractors shall further be bound to provide each of the sections hereby contracted for, with all implements, fixtures and appurtenances, except rolling stock, necessary for its proper and economical operation.

In addition to the construction of the said portions of the said railway as herein provided, the contractors shall, without additional compensation, construct along their entire length a telegraph line, according to the specifications hereinafter contained, and shall furnish the necessary equipment for the same, with the necessary batteries and with all necessary instruments, appliances and appurtenances, of the best description, and sufficient in number to equip one telegraph office for every fifteen miles of railway, the whole subject to the approval of the General Manager of the Railway Company.

And it is distinctly understood and agreed, that as the protection of the line against snow is of the first importance, the elevation of the grade line, as followed by the Company in their construction during the year 1892, shall be adhered to by the contractors, so far as the nature of the country will admit; and where cuttings may be necessary, the contractors shall provide snow screens for their protection, according to the plan adopted by the Company; and in the mountain sections, where snow slides may occur, the contractors shall provide the necessary snow sheds and other protection, according to the plan adopted by the Central Pacific Railway Company.

That as part of the work of construction hereby contracted for, the contractors shall do and perform, or cause to be done and performed, at their own expense, all engineering work required in surveying, planning, laying out, preparing for and carrying on the said work, including the making of all necessary plans, sections, surveys and books of reference, and the performance of all the obligations in respect of engineering, plans and surveys imposed upon the Railway Company by their charter and by the Consolidated Railway Act of 1879, as modified by such charter: Copies of all which plans, surveys, sections and books of reference shall be deposited with the Railway Company, free of charge, as soon as conveniently may be after the making thereof. And in aid of such engineering work, the contractors shall have free access to, and use of all plans, surveys and measurements heretofore made by the Railway Company, in so far as the same can be allowed to them, without interfering with the requisite use thereof by the Railway Company. But no location survey of any part of the said sections, or plan, or book of reference, shall have any force or effect, or be in any manner binding on the Railway Company until the same shall have been submitted to and approved by the Board, and signed by the engineer of the Company, under the direction of the Board.

All materials, appurtenances and fixtures of every description to be furnished by the contractor under this contract shall conform to the standards of the Railway Company, so far as such standards shall have been adopted; and in the absence of standards, shall be of the best quality and description, adapted to the requirements of a first class railway, and approved by the General Manager of the Railway Company. But the contractors shall have the use, during the period of construction, of all appurtenances and fixtures herein provided to be furnished by them, and on the completion of this contract, such appurtenances and fixtures shall be delivered to the Railway Company in good condition, ordinary wear and tear excepted. And in all matters relating to location or construction, whether or not mentioned herein, this contract is to be interpreted as contemplating and requiring the completion of a first class railway, according to the best American railway practice, and with careful regard to direction of line, rate of gradients, and in all respects to safety and economy in operation.

And whereas contracts have been entered into for work to be done, and materials to be furnished towards the construction of parts of the said several sections hereby contracted for, and divers sums of money have been expended by the Railway Company in payments upon such contracts, and in clearing, grading and otherwise preparing the roadway of the said sections respectively, and in laying track thereon, and in various incidental expenses connected therewith, the whole of which contracts and the amount of which expenditure have been communicated to the contractors, with which they declare themselves content and satisfied; the contractors do hereby assume the said contracts, and undertake and agree to pay the sums stipulated therein to the contractors mentioned therein, and also to repay to the Railway Company, the said expenditure so made by them on the said sections respectively. Such payments to be made by the contractors to the Railway Company, in respect of each of the said sections, when the first payment of cash and stock under this contract is made to the contractors for work done upon such section; and such first cash payment, in so far as may be necessary to meet the said expenditure, shall be retained by the Railway Company.

All rails and fastenings, ties, piles, bridge timber, lumber, telegraph poles and wires, materials and supplies necessary for the proper construction of said sections, or either of them; already purchased or contracted for by the Railway Company for such construction; shall be sold by the Railway Company and purchased by the contractors, at the cost thereof to the Railway Company when delivered to the contractors; and in determining such cost of rails fastenings, ties, supplies and other materials, their original cost, freight, insurance, interest, and all other just and reasonable expenses connected with their purchase, carriage and storage, shall be included. And an inventory of such rails and fastenings and of all such materials and supplies, with a statement of the cost thereof, shall be made and delivered to the contractors as soon as conveniently may be after the execution hereof.

The Railway Company agree to transport over their own line, promptly and expeditiously, to the point to which it is now completed, about forty-five miles East of the Saskatchewan River; or to the point to which it is now completed, about forty miles West of Callander Station, as the case may be; or to such other place or places beyond those points as may be reached by the railway from time to time, as the same shall be provisionally delivered to the Railway Company; or to such other point or points as may from time to time be agreed upon; all rails and fastenings, supplies and materials required by the contractors in the construction of the said sections respectively, at a rate not exceeding one cent per ton (of 2,000 pounds) per mile; and all laborers, mechanics, and other persons employed or to be employed by the contractors on construction, at a rate not exceeding two cents per mile for each person.

The Railway Company shall retain a general control over the work of construction; and the letting of sub-contracts, the general plan of the work, the location of stations, sidings, water-tanks and all other buildings, the amount of water-way to be provided, and all matters of a like nature, shall be subject to the approval and direction of their General Manager.

For and in consideration of said work being duly performed and completed and materials furnished therefor, as hereinbefore provided; and the same duly accepted by the Government of Canada and by the Railway Company, as being in conformity herewith and with the said contract with the Government of Canada, the Railway Company shall pay the contractors for the construction and completion of the said Eastern Section, when so completed and accepted as aforesaid, the sum of \$14,099,979 in cash, and \$20,000,000 in ordinary paid up shares of the capital stock of the Railway Company. And for the construction and completion of the said Central Section, when so completed and accepted as aforesaid, the sum of \$17,880,000 in cash, and \$25,000,000 in ordinary paid up shares of the capital stock of the Railway Company, which said price (less such proportion, not exceeding ten per cent. of the cash portion thereof, and ten per cent. of the stock portion thereof, as the Railway Company shall determine, to be held as security for the completion of this contract), shall be paid as follows, viz.: a proportion thereof in cash and stock respectively, subject to the said deduction, shall be paid by the Railway Company to the contractors from time to time in instalments, to become so payable upon the completion, to the satisfaction of the Railway Company, of any portion of either of the said Sections, not less than twenty miles in length; such proportion to bear the same proportion to the entire price hereby fixed for the construction of such section, as the expense or cost of such portion of such section shall bear to the entire expense or cost thereof. And such proportion shall be determined by the Board of Directors of the Railway Company, upon the estimates of the Engineer of the Railway Company, approved by such Board, of the expense or cost of the work done, and of the work remaining to be done, without any appeal, or any contravention thereof, to or by any court, person or body whatever. Provided always, however, that the acceptance by the Railway Company of any such portion, for the purpose of enabling the contractors to obtain the payment and delivery to them of any instalment of cash or of stock, shall be held to be provisional only, and shall not be, nor be held to be, a final acceptance by the Railway Company of any portion of the said work. And it is hereby agreed that the said payment and delivery of cash and paid up stock, herein agreed upon, shall be in full satisfaction and settlement for and of all work, labor and materials of any and every kind, description and nature, that may be necessary in the construction of the work herein contracted for, and for and of any and every service or obligation herein agreed to be performed or assumed by the contractors.

If at any time the contractors should desire to place upon the market and sell, a larger amount of the paid up stock of the Railway Company herein agreed to be paid to them as the consideration of the present contract, than they have earned thereunder, the Railway Company will consent to the issue and negotiation of such stock, on condition that the same shall not be sold at a price less than shall be agreed upon between the contractors and the Railway Company; and that the proceeds of

the sale of any part of such stock which shall exceed the amount thereof then earned by the contractors, shall be paid over to the Railway Company, to be returned to the contractors in the place and stead of paid up stock; the price of each share, at the rate at which such shares shall have been sold, representing such share in the amount to be paid to the contractors. And the Railway Company shall allow to the contractors, interest at the rate of five per cent. per annum, upon any monies remaining in their hands under the provisions of this clause.

Upon the completion of all the work hereby contracted for, of the quality, character and standard, and within the times hereby agreed upon respectively, and upon the approval and acceptance thereof by the Government of Canada, as being completed in conformity with the said contract of the 21st October, 1880; and by the Railway Company as being in conformity herewith; the balance of cash and paid up shares of stock, which shall then be found to be due to the contractors under the terms hereof, and which shall remain unpaid or undelivered, shall forthwith be delivered and paid over to the contractors, upon their receipt in full for the same, and upon their discharging the Railway Company from all further responsibility and liability under the present contract.

All materials which shall be required to be imported from any foreign country, to be used in the construction of the said sections, and which the Railway Company are entitled to import free of duty, shall be bought by the Railway Company, upon the requisition and under the instructions of the contractors, the Railway Company exercising, in respect thereof, all the powers, privileges and rights which are granted to them by the said contract with the Government, and by their charter, in respect of immunity from import duties; and delivering over to the contractors the materials so imported, at their cost, including all interest and charges thereon—but in such manner as shall not impose upon the Railway Company any expense for labor or other service, which they shall object to perform or incur. And the Railway Company shall also buy, upon such requisition and instructions, within the Dominion of Canada, any materials to be used in the construction of the said sections, which the Railway Company have the right to import free of duty for the said purpose; and will do and perform all such matters and things as shall be necessary to obtain any drawbacks in respect of such goods or materials by the manufacturers or vendors of such goods or materials, to which such manufacturers or vendors shall be entitled.

The Railway Company hereby appoint the contractors their agents and attorneys, for them, and in their name, and on their behalf, but at the expense of the contractors, to exercise all the privileges in the acquisition of timber, stone, gravel and other materials, which may be necessary or useful in the construction of the said sections, which are conferred on the Railway Company, by their charter or by the said contract with the Government. And, also for them, and in their name and on their behalf, but at the expense of the contractors, to enter upon, take possession of, and if necessary, expropriate, all real estate required for roadway and other purposes, in so far as the Railway Company are entitled to take and hold the same for the said purposes under the said charter, and in the Province of Ontario, under the powers acquired by them by the amalgamation of the Railway Company with the Canada Central Railway Company. And also, as a part of the consideration of the present contract, for and on behalf, and in the name of the Railway Company, and as their duly authorized agents and attorneys, to cut, take, and use all such trees and timber, to be used in the construction of the said Eastern Section, which are to be found in or upon the lands of the Government of the Province of Ontario, taken for such roadway, and within ninety-nine feet on each side thereof: the whole as provided by the Statutes of the late Province of Canada, and of the Dominion of Canada, duly passed and in force respecting the said Canada Central Railway Company.

The contractors shall not employ, upon the works hereby contracted for, any men as laborers, formen or workmen of any kind, who have been previously dismissed by the Railway Company, or by any person having any contract with the Railway Company for any work to be done upon any part of the Canadian Pacific Railway.

And the contractors shall punctually and regularly pay the wages of the laborers who may be employed on the work herein contracted for, or on any works connected therewith, and shall take all needful care and precautions to procure the punctual and regular payment, by any sub-contractor or agent under the contractors, of the wages of all persons who may be employed by such sub-contractor or agent respectively, and shall guarantee and hold harmless and indemnified the Railway Company from all liability or prejudice, under any law that may exist, or may be enacted, imposing upon them any obligation or liability, in respect of any debt or liability of any description which the contractors, or their sub-contractors, or agents, may incur, in the performance of the work hereby contracted for, or in procuring right of way, real estate, or materials, for the purposes of the present contract.

And the better to protect the Railway Company from the operation of any such law, and in order that the Railway Company shall have satisfactory evidence of the payment of wages by the contractors to persons employed in construction, and of the amounts due to sub-contractors, the payment of such wages and amounts shall be made by paymasters, whose appointment shall be approved by the General Manager of the Railway Company and under such reasonable regulations as may be prescribed by the said Manager, and such paymasters shall make such reports to said Manager as he may from time to time require. And for that purpose it is hereby further agreed that a force account shall be kept by officers to be appointed by the Railway Company and who shall be subject to the instructions of the Railway Company, whose wages and necessary travelling expenses shall be paid by the contractors.

All machinery and other plant, materials and things whatsoever, provided by the contractors for the work hereby contracted for, shall become and be until the completion of said work, the property of the Company for the purposes of the said work; and shall not be taken away, used or disposed of, except for the purposes of the said work, without the consent of the Company. Provided, however, that the Company shall in no way be responsible for any loss of, or damage to, such machinery, plant, materials or things.

If, according to the opinion of the Engineer or General Manager of the Railway Company, any materials or other things used, or about to be used, by the contractors, in the performance of the present contract, shall not be in accordance therewith, or shall, in his opinion, be unsuitable for the purposes for which such materials or other things shall be intended by the contractors; or if, according to the opinion of the General Manager, or of the Engineer of the Railway Company, any part of the work hereby contracted for shall be improperly executed by the contractors, such General Manager or Engineer may require the contractors to remove such defective materials, or to re-execute the defective work in a proper manner, as the case may be. And thereupon the contractors shall immediately comply with such requisition of such General Manager or Engineer. And if twenty-four hours shall elapse, and such requisition shall not have been complied with, such General Manager or Engineer may cause such materials to be removed, or such work to be properly re-executed, as the case may be. And in such case the contractors shall pay to the Railway Company all such damages and expenses as shall be incurred in the removal of such defective materials, or in the re-execution of such work.

If, in the opinion of the General Manager or of the Engineer of the Railway Company, the rate of progress which the contractors shall be making at any time, in the performance of the work upon either of the sections hereby contracted for, shall not be such as to justify the expectation that the said work will be completed within the time hereby fixed for the completion of such section; or if, in his opinion, the said work is not in fact proceeding at a rate of progress, which, if continued, would result in the completion thereof within the times hereby fixed; then, and in either of the said cases, the General Manager or Engineer of the Railway Company may, by written notice to the contractors, require them to make such addition to their staff of men, or to their materials, or both, as, in his opinion, shall be necessary to enable them to complete the said work within the time hereby fixed therefor. And if, upon the reception of such notice, or within three days thereafter, or within such further

period as shall be fixed by such notice, the contractors shall not, in all respects, comply therewith, the Railway Company may then take the said work out of their hands and may proceed to complete the same at the expense of the contractors, in such a manner and by such means, either by further contracts, after, or without, calling for or receiving tenders for the said work, or otherwise, as the Railway Company shall deem expedient. And if the expense incurred by the Railway Company, in completing the work, upon such default by the contractors, shall exceed the balance which would then be due to the contractors, under the terms hereof, if they had performed the conditions of their contract in respect thereof, the Railway Company shall have the right to recover such excess from the contractors, as an ordinary debt.

In the event of taking possession of the works upon either of the said sections, and continuing the same, under the provisions hereof, the Railway Company shall have the right also to take possession of all the tools, working outfit, materials and supplies which shall then belong to, or be in use by the contractors, in or upon the said work, or used in connection therewith. And in such case the Railway Company shall have a first and special lien upon all such tools, working outfit, materials and supplies, for any indebtedness to the Railway Company which may be found to exist upon a final settlement of accounts between them and the contractors. And the Railway Company shall not be responsible for any damage to such tools, working outfit, materials or supplies, or for the wear and tear thereof, or for the value of the use thereof. And in such case also the contractors shall not be entitled to receive any further payment from the Railway Company, until the final completion of the said work, and the acceptance thereof by the Government of Canada, as being in conformity with the terms of the said contract between the Government and the Railway Company; and by the Railway Company, as being in conformity with the terms and conditions hereof. And the Railway Company shall then only be bound to pay to the contractors the difference, if any, between the aggregate of the amounts paid to the contractors, and of those expended by the Railway Company in completing the said work; and the total price of the said work hereby agreed upon. And, for the purpose of making such calculation and ascertaining such difference, the stock payments to the said contractors, under the terms hereof, shall be estimated at the market value of the said stock, respectively, in the principal financial centres of the Dominion of Canada and the United States.

The contractors shall be responsible for all damages claimable by any person or corporation whatever, in respect of any injury to persons or to lands or other property, or in respect of any infringement of any right whatsoever occasioned by, or arising during the performance of the works hereby contracted for by them, their sub-contractors, agents, or employees, in any manner, or for any cause whatever; or by any neglect, misfeasance or nonfeasance on their part, or on the part of any of them; and the contractors hereby bind and oblige themselves to perform all such duties in respect of fences, gates, crossings and the like, upon any part of either of such sections, as shall be incumbent on the Railway Company under the laws of the Dominion of Canada, or of any Province within which such part of either of such sections may be situate.

This contract shall not be transferred or assigned, or any material part thereof sub-let, without the express consent of the Company.

All notices of every kind which the Railway Company shall desire to give to or serve upon the contractors, may be validly so given or served by leaving the same at any place in the City of Montreal, or in the City of Winnipeg, which shall be fixed for that purpose by the contractors, and indicated by a notice to the Railway Company, duly delivered to the Secretary thereof, at the office of the Railway Company in Montreal. And in default of such a place being fixed and indicated as aforesaid, such notice may be validly given to or served upon the contractors by mailing the same, with postage paid, addressed to them at the said City of Montreal.

If any difference or dispute should arise between the Railway Company and the contractors, as to any matter or transaction under this contract, which by the terms

hereof is not expressly left to the decision of the Company or of the Board of Directors, or of some officer thereof, the same shall be submitted to the final arbitration and award of two arbitrators, one of whom shall be named by the Company and one by the contractors. And if any difference of opinion shall arise between the arbitrators so named, they shall have the right to appoint a third arbitrator; and if they cannot agree upon such third arbitrator, he may be appointed by any Judge of the Superior Court for Lower Canada, resident or acting in the City of Montreal, upon the application of either party hereto, after reasonable notice to the other. And if a third arbitrator shall be appointed, the decision of any two of the arbitrators shall be final and binding upon the parties hereto.

In witness whereof, the parties hereto have caused these presents to be signed, and their corporate seals to be affixed hereto, the day, month and year written opposite to the signatures of their respective officers.

The North American Railway Contracting Company,
By J. O. BLOSS, *President*.

Attested, SAML. GWYN, Secretary. [L.S]
16th December, 1882.

Canadian Pacific Railway Company.
By R. B. ANGUS, *Vice President*.

C. DRINKWATER, Secretary. [L.S]
19th December, 1882.

SPECIFICATIONS.

REFERRED TO IN THE ANNEXED CONSTRUCTION CONTRACT.

When the railway passes through wooded sections, the land must be cleared to the width of fifty feet on each side of the centre line, and trees at a greater distance must also be cut if deemed necessary by the Engineer of the Railway Company. Station grounds shall be cleared to a width of 300 feet and a length of 2,000 feet. All brush or logs within the limit required to be cleared, shall be burned or removed, and no brush or logs shall be thrown into adjacent woods.

Where embankments are to be made less than one foot in height, all stumps must be grubbed out within the limits of the embankment and removed or burned, and where embankments are to be less than four feet and more than one foot in height, all standing timber and stumps shall be chopped close to the ground. All shallow cuttings, side ditches and off-take drains, must also be properly grubbed.

Cuttings, embankments and side-ditches shall be formed according to the standard cross-sections furnished by the Railway Company. No material shall be wasted or borrowed where, in the opinion of the Railway Company's Engineer, it is likely to interfere with the future operation of the railway. The width of cuttings at formation level shall be twenty-two feet, and the inclination of their slopes in earth shall be one and one-half horizontal to one perpendicular, and in rock, as a rule, one horizontal to four perpendicular; in cuttings partly earth and partly rock, a berm of six feet shall be left on the surface of the rock; but in all cases the slopes shall be so made as to insure stability.

Such inclination shall be given to side-ditches in all cuttings as will ensure thorough drainage; and they shall be so diverted at the ends of the cuttings as to prevent injury to the roadway. In no case shall the bottom of side-ditches be less than twelve inches below formation level, and in rock cutting or where springs occur, perfect drainage must be secured by increasing the size of ditches or by other approved methods.

Surface or "catch-water" ditches shall be provided where necessary, to prevent water draining into cuttings from adjoining lands, such surface-ditches to be not less than sixteen feet from the top of the slopes.

The width of embankments at formation level shall be fourteen feet, and their slopes one and one-half horizontal to one vertical. No unsuitable or unstable materials shall be used in embankments, and ice and snow must be carefully excluded. Em-

bankments on side-hills or slopes shall be so formed as to guard against the possibility of slipping. Ample allowance shall be made for the settlement and shrinking of embankments, according to their height, the nature of the material and the mode of construction; so that when thoroughly consolidated the roadway will be of the full width required, and have a proper surface.

Between the foot of embankments and the inner line of the side-ditches, there shall be left a berm of not less than three feet, where embankments do not exceed three feet in height, and of four feet where embankments are from three to six feet high, and five feet where embankments are from six to ten feet high, and six feet where embankments exceed ten feet in height.

Wherever the slopes of embankments are liable to be washed by the overflow of streams or otherwise, they shall be thoroughly protected by rip-rap or otherwise, to the satisfaction of the Engineer of the Railway Company, off take ditches shall be provided wherever necessary, to secure the effectual drainage of the roadway.

Line tunnels shall be formed to the cross-section furnished by the Railway Company, and shall be drained and made perfectly safe.

Truss bridges are to be provided at the crossing of all streams where, in the opinion of the Railway Company's Engineer, they may be necessary, and such bridges shall be of iron or steel, of the best quality and workmanship, and of design and strength according to the standards and formulas adopted by the Railway Company. All truss bridges shall rest on stone piers or abutments, of first-class masonry, which shall be built on perfectly secure foundations, all to be approved by the Engineer of the Railway Company. All iron or steel bridges to have one coat of suitable paint after erection. Pile bridges, timber trestles and culverts, shall be built in accordance with the standards of the Railway Company, and to the satisfaction of the Railway Company's Engineer. Wherever stone of suitable character is found within a reasonable distance, it shall be substituted for timber in culverts, if so directed by the Railway Company's Engineer.

Bridge piers shall be protected by ice-breakers or guards, wherever in the opinion of the Engineer of the Railway Company the same may be necessary.

Rails shall be of the best manufacture of steel, of approved pattern, and to weigh not less than fifty-six pounds per yard, and shall be fitted with splices and bolts according to the standard of the Railway Company.

Ties shall be of good, live, sound and straight oak, tamarac or spruce, but not more than one-third of the whole number shall be of spruce. They shall be hewed on two opposite parallel faces to a uniform thickness of six inches, and to have not less than six inches face throughout, and shall be uniformly eight feet long and cut square at both ends. And they shall be laid 2,640 to a mile.

Before track is laid, the roadway must be carefully trimmed to formation level. Ties shall be laid to line and the track shall be full spiked, and to preserve the rails from injury, the track shall be brought to an approximate surface as soon as laid; and as soon as possible thereafter, the surfacing shall be completed. The track when laid and surfaced shall conform in all details to that laid and surfaced by the Company during the year 1882, and the whole shall be done so as to provide a smooth and permanent roadway, adapted to the requirements of the traffic of a first-class railway.

Stations shall be provided at average distances apart of sixteen miles, the distance to be as uniform as possible. At such stations shall be provided side-tracks of aggregate clear length of 2,000 feet, a depot building for freight and passengers, with the usual and necessary platforms, furniture and fixtures; the whole to be laid out and constructed according to the plans and standards adopted by the Railway Company for their stations and station buildings. Half way between these stations, as near as may be, crossing-tracks, 1,800 feet in length, shall be provided.

Water stations shall be provided at average distances apart of sixteen miles, and in no case shall the distance apart exceed nineteen miles. Such water stations shall be supplied with tanks, wind-mills, pumps, and all necessary fixtures, and shall be equal in capacity, and in all other respects, to those constructed by the Railway Company

on its main line in 1882. In timbered or broken country steam pumps shall be substituted for wind-mills—said steam pumps to be of capacity of not less than 4,000 gallons per hour. At all water stations shall be provided an abundant supply of water from streams, ponds, or wells, sufficient for at least twenty trains per day.

At intervals of sixteen miles, section and tool houses, according to the Company's standard plans, shall be provided.

Divisional points shall be established at average distances apart of 120 miles, at such points as shall be approved by the General Manager of the Railway Company; and at such points there shall be provided, in addition to a depot and water station, three side tracks, aggregating 6,000 feet in clear length, an engine shed to hold ten locomotives, and an iron turntable of approved pattern; said engine houses to be built according to the plan of the Railway Company's engine shed now being erected at Broadview; and to be provided with all usual and necessary fixtures, appliances, and appurtenances; said water stations to be similar to those hereinbefore specified for, except that it shall be provided with a steam pump of the capacity of 6,000 gallons per hour, and shall be connected with the engine shed with well protected water pipes. The general arrangement of the tracks and buildings at said divisional points shall be subject to the approval of the General Manager of the Railway Company.

The foregoing are the specifications referred to in the annexed contract.

December 16th, 1882.

RETURN

(31h)

To ADDRESSES from the HOUSE OF COMMONS, dated respectively the 28th January, 1884;—For copies of any Official Memoranda of the Canadian Pacific Railway Company, or Public Letters or Memoranda of any of the Officers of the Company, relative to its position and prospects and transactions (including the recent Guarantee), not already brought down.

Statements showing the amount of the Subscribed Stock of the Company, with the date and amount of each subscription, and the amount paid up and to be paid up on such Subscribed Stock, with the date of each payment in cash, and the rate of discount at which any such Stock was issued by the Company to the subscribers, or to any Syndicate or parties who undertook its issue to the Public; Statement of the amount paid out of capital for interest on the Capital Stock, and the rate of such payment.

Statement of the facts as to the acquisition by or on behalf of the Company of any interest in or by any of its Officers or any person on its account, or in any Shares or Securities of any of the following Railway Companies:—

Credit Valley; Ontario and Quebec; Atlantic and North-Western; Toronto, Grey and Bruce; Hamilton and North-Western; South Eastern; Montreal, Portland and Boston; St. Lawrence and Ottawa;

Or in any Companies having lines in Manitoba or the North West, or elsewhere, with the dates, amounts and particulars, and copies of the Documents relating to such acquisition, and to the obligations of the Companies thereunder.

Statement of the various matters required to be returned under "The Consolidated Railway Act, 1879," and amendments thereto :

- (1). For the fiscal year 1881-82.
- (2). For the fiscal year 1882-83, in each case separately, as to—
 - (a). The line of Railway specifically provided for by the contract of the Canadian Pacific Railway Company.
 - (b). The Branches and Extensions already acquired or controlled by the Company.

Like Statements with like particulars, separately, as to (a) and (b).

The Eastern and Western Divisions of the Canadian Pacific Railway.

Statement of the total sum expended up to the 30th June, 1883, by the Company under their Contract.

- (a). For work of construction on the line to be built by the Company as particularly specified in the Contract.
- (b). For Rolling Stock for the line of the Canadian Pacific Railway, as particularly specified in the Contract.
- (c). For works of construction on Extensions and Branches and lines controlled by the Company not embraced in the Railway particularly specified by the Contract.
- (d). For rolling stock for all Extensions and Branches not so embraced.

Like statements to those hereinbefore mentioned, up to the 31st December, 1883.

Statements of the receipts of the Company up to the 30th June, 1883, on account of :

- (a). Cash subsidy.
- (b). Land Grant Bonds.
- (c). Bonuses.
- (d). Land sales or transactions not embraced in the operations connected with Land Grant Bonds.
- (e). Number of acres of land subsidy.
- (f). Amounts of bonuses agreed for though not paid. Like Statements up to 31st December, 1883.

ALSO ADDRESS (No. 31h-1):—Representing that on the 5th March, 1883, an humble Address was presented to His Excellency the Governor General, praying, amongst other things, for a Statement shewing the amount of the Subscribed Stock of the Canadian Pacific Railway Company, prior to the authorization for an increase of its Capital Stock from \$25,000,000 to \$100,000,000, and of the amounts paid upon such Subscribed Stock, with the date of each payment in cash, and also of the amounts (if any) satisfied by the acquisition of property or otherwise, specifying in each case the consideration therefor, and the amount of Stock given and the date.

Representing further, that the reply furnished by the Company, with a view to answering the said Address, omits the information asked for as above stated ; and praying that His Excellency will be graciously pleased to cause such information to be obtained and laid before this House.

By Command,

OFFICE OF THE SECRETARY, MONTREAL, 4th February, 1884.

SIR,—I have the honor to acknowledge receipt of your letter of the 1st February, enclosing an Address from the House of Commons, requiring information on several points. And, in reply thereto, I have the honor to enclose a copy of official statement made by the President of this Company, on the 29th December last, which is the only document falling within the description in the resolution of the House of Commons communicated to me, that has been issued by or on behalf of this Company, and not already communicated to you.

I have further the honor to enclose a statement showing the amount of the subscribed stock of the Company, with the date and amount of each subscription; and the said statement also showing the date and amount of payments made on such subscription. And I have further the honor to state that no further stock has been subscribed for in this Company.

I have further the honor to state that the Company sold to the shareholders who subscribed the amount of stock mentioned in the said statement, or their assigns, the remainder of the first issue of the capital stock of the Company, at a rate which produced an average of 40 cents on the dollar, on the whole of such first issue of \$25,000,000.

I also enclose a statement of the rate at which the first issue of the increased stock of the Company, amounting to \$30,000,000, was made, showing also the commission and expenses upon such sale, and the net proceeds thereof. The whole of the said sum of \$30,000,000 was sold to a syndicate in New York, and by them issued to the public.

I also enclose a statement of the amount paid out of capital for interest on capital stock, and the rate of such payments.

With reference to the required statement as to the acquisition, by or on behalf of the Company, of any interest acquired by it, or on its behalf, in any of the charters or securities of the railway companies named in the Address, I have the honor to state that this Company has not acquired any interest, either directly or by its officers, or by any person on its account, in any shares or securities of the Credit Valley Railway Company, the Ontario and Quebec Railway Company, the Toronto, Grey and Bruce Railway Company, the Hamilton and North-Western Railway Company, the Montreal, Portland and Boston Railway Company, or in any Companies having lines in Manitoba or the North West.

This Company has acquired the control of the charter of the Atlantic and North West Railway Company, and has advanced to that Company, for that purpose, and for the construction of the connecting line between this Company's railway and the River St. Lawrence, the sum of \$156,646.02.

An interest was acquired in July, 1882, in the bonds, stock and rolling stock of the South Eastern Railway Company by certain parties interested in this Company; which acquisition was made for the purpose of preserving the traffic arrangements of this Company, and providing access to the seaboard; and the amount expended in so doing was advanced to the person so acquiring it. I have the honor to enclose a statement of the amount so expended by this Company.

With regard to the request for statements required by the Consolidated Railway Act of 1879, this Company has already furnished them to the Department of Railways.

I have the honor to enclose a statement of the total amount expended by the Company, up to the 31st December last, under their contract with the Government, under the several heads mentioned in the Address; and also, statements of the receipts of the Company up to the same date, under the several heads mentioned in the said Address.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

A.

CIRCULAR.

To the Shareholders of the Canadian Pacific Railway Company :

GENTLEMEN,—It is now a little less than a year since a portion of the capital stock of this Company was thrown open for public subscription. During that period there has been a very great decline in the market values of American railway securities in general, and especially of shares in corporations operating through lines of railway between the Eastern States and the Pacific coast. It is not a matter for surprise, therefore, that some anxiety should have been felt by holders of the stock of this Company, or that speculators should have taken advantage of the opportunity, to make a concerted effort to depress the market price of the shares, especially in view of the malignant attacks with which the Company has been almost daily assailed, by a section of the local and foreign press, inspired by rival railway lines, or influenced by political motives. The shareholders are rather to be congratulated, that in the face of these attacks and of such wide-spread depression in the stock of other transcontinental lines, the stock of this Company, with its line not yet completed, should have maintained such comparative steadiness.

For the purpose of giving to the shareholders the earliest possible information of the results achieved during the now closing calendar year, and in view of the gross mis-statements that have been published as to the position of the Company, the Directors have thought it well, in advance of the regular annual report, to submit a short summary of what has been done, and also a brief statement of facts affecting the intrinsic and market values of the shares of the Company.

It is necessary, at the outset, not to forget that the position of the Canadian Pacific Railway is unique—with its own line stretching from the Atlantic to the Pacific—a complete and independent railway system within itself. Differing in this respect from every other transcontinental line on the continent, it need look for nothing from its rivals beyond reasonably fair treatment.

During the year 1883 the Company built 693 miles of railway, consisting of 553 miles of main line, and 140 miles of branch lines.

On the western division 377 miles of rails have been laid—completing the track to the summit of the Rocky Mountain Pass, 960 miles west of Winnipeg—leaving a gap of less than 300 miles to complete the connection with the Pacific Ocean, and there is every reason to expect that this connection will be completed within the next two years.

On the opening of navigation, next season, the Company will have its own steel steamships, built this year on the Clyde expressly for the lake traffic, ready to run between Lake Huron and Thunder Bay, on Lake Superior. A new through line of its own will thus be opened, carrying freight and passengers from Montreal to all points in the newly opened country for a continuous distance of 1,400 miles west of Port Arthur.

On the section of the line north of Lake Superior 167 miles of track have been laid during this year, and within the next few weeks 54 miles more will be added, making a total on that section of 221 miles, leaving 430 miles yet to be built in order to complete the through all-rail connection between Montreal and the North-West Provinces. There are, at the present time, over 9,000 men at work upon this section, which it is fully expected, will be completed and ready for operation before the close of the year 1885.

Without the through all-rail line which the completion of this section will provide, and without the necessary connections with the Provinces of Ontario and Quebec, now being secured, the Canadian Pacific Railway would have little or no control over the large west-bound traffic in immigrants, settlers and general freight, which the settlement of the North West is rapidly developing; and that traffic would continue in the future, as in the past, to be carried over the Grand Trunk Railway

and through the United States This west-bound traffic is of the greatest importance to the Canadian Pacific Railway, enabling it to carry freight and passengers at lower rates than would be possible if the line had only an east-bound business, and nothing to carry west but empty cars.

When the Company is in a position to send trains through, direct from Montreal *via* Winnipeg to the Pacific Ocean—its express trains making the entire distance in ninety hours—and when the connections of the line with the business centres of the Provinces of Ontario and Quebec have been established, the Canadian Pacific Railway will assume a commanding position as Canada's national highway, and by better service, a shorter line, superior accommodation, and moderate rates, will secure the traffic which naturally belongs to its, and effectually prevent it from seeking transportation over foreign lines.

The surveys of the gap between the completed portions of the Eastern and the Western Divisions have been completed, as well as the surveys across the Rocky and Selkirk Mountains. The work has in both cases been found much easier than was anticipated, and the Directors feel now that they may safely state that the entire line will be completed within the original estimates of cost.

It has been ascertained that the cost of finishing the line will not exceed twenty-seven million dollars—barely the amount of the cash subsidy and land grant bonds unsold and remaining in the hands of the Government.

The gross earnings for 1883 (estimating the month of December) were	\$5,420,913
This includes, for the transportation of construction materials and supplies.....	1,274,000
The actual revenue from ordinary traffic was, therefore, in 1883.....	4,146,913
As against, in 1882.....	2,449,824
Increase in 1883.....	<u>1,697,089</u>

The net earnings for the nine months ending November 30th, have been \$889,811.

Considering the adverse circumstances under which this result has been obtained, and in view of the extraordinary development and rapid settlement of the North-West during the past year, and of the fact that on the opening of navigation the Company will have—as already stated—a through line of its own from Montreal to the summit of the Rocky Mountains, a still greater increase in the earnings of the coming year may fairly be looked for.

Seeing the effect which the operations of speculators, aided by the hostile efforts of the enemies of the Company, in the press and elsewhere, had on the market price of the shares; being unwilling that the shareholders should be intimidated into sacrificing their property, and desiring to increase the value of the stock as a sound investment, the Directors, early in November last, made an arrangement with the Dominion Government to ensure for ten years, a minimum dividend of three per centum (3 p. c.) per annum upon the outstanding capital stock of the Company; the Company continuing to pay an additional two per centum (2 p. c.) per annum, during construction, making five per centum (5 p. c.) per annum in all.

This arrangement has also been made the object of attack, even to the extent of pretending to impugn the ability of the Government to carry it out; but it will probably suffice to say, that it consists of the deposit with the Government of cash and securities to an amount sufficient to provide the money with which to pay each half-yearly dividend: that the Government has absolutely assumed such payments, and has bound itself to place the required amount each half-year in the Bank of Montreal as trustee for the shareholders, and that the bank has covenanted

to pay the dividend so deposited on the 17th day of February and August in each year of the next ten years.

Fuller details of the operations of the Company during the past year, of its position generally, its resources and its prospects, will be furnished to the shareholders as soon as the report embodying the same can be prepared.

In conclusion it may safely be stated:—

1. That the work of construction has been economical, and rapid beyond all previous experience.

2. That the contract with the Government will be finished, and an all-rail route through Canadian territory, from Montreal to the Pacific Ocean, established within two years, or in barely half the time specified in the contract.

3. That the business of the line is already much greater than could fairly have been expected, before the completion of the road.

4. That the settlement of the North West, notwithstanding all the efforts to depreciate its advantages, is progressing more rapidly than any one, three years ago, supposed possible.

5. That the cost of the completed road will not exceed previous estimates.

6. That the road, when finished, will be practically unencumbered.

7. That the net earnings, from and after the completion of the line, will, it is firmly believed, be sufficient to give the shareholders a handsome dividend over and above the three per cent. already provided, without counting on the income from the Company's land grant: thus making the shares of the Company a sound and profitable investment.

The Directors are satisfied that, with such resources and prospects as are here set forth, the Company has a great and successful future before it; and they hope that the statements, which the facts have thus enabled them to make, will be accepted by the shareholders, as a sufficient answer to the misrepresentations by which, it has been sought to induce them to sacrifice their investment.

GEORGE STEPHEN, *President.*

MONTREAL, 29th December, 1883.

B.

STATEMENT showing the Amount of the Subscribed Stock of the Canadian Pacific Railway Company, with the Date and Amount of such Subscription; also showing the Date and Amount of Payments made on such Subscription.

Subscribers' Names.	Number of Shares.	Amount.	1st Call	2nd Call	3rd Call	4th Call	5th Call
			30 p. cent.	20 p. cent.	15 p. cent.	15 p. cent.	20 p. cent.
			Date Paid.	Date Paid.	Date Paid.	Date Paid.	Date Paid.
			1881.	1881.	1881.	1881.	1882.
George Stephen	5,000	500,000	Feb. 17...	April 30...	June 10...	June 10...	Feb. 17
D. McIntyre.....	250	25,000	do ...	do ...	do ...	do ...	do
D. McIntyre & Co.....	4,750	475,000	do ...	do ...	do ...	do ...	do
J. S. Kennedy & Co.....	4,500	450,000	do ...	do ...	June 10...	June 10...	Jan. 27
J. S. Kennedy	250	25,000	do ...	do ...	do ...	do ...	do
J. Kennedy Tod	250	25,000	do ...	do ...	do ...	do ...	do
J. J. Hill.....	5,000	500,000	do ...	do ...	do ...	do ...	Feb. 17
R. B. Angus.....	5,000	500,000	do ...	do ...	do ...	do ...	do
H. S. Northcote.....	1,860	186,000	do ...	do ...	do ...	do ...	do
D. A. Smith	5,000	500,000	do ...	do ...	do ...	do ...	do
Morton, Rose & Co.....	7,410	741,000	do ...	do ...	July 5...	Sept. 5...	do
Fred. Grienierger.....	1,000	100,000	do ...	do ...	do ...	do ...	do
S. Propper.....	100	10,000	do ...	do ...	do ...	do ...	Jan. 31
J. de Reinach.....	250	25,000	do ...	do ...	do ...	do ...	do
E. Kohn.....	200	20,000	do ...	do ...	do ...	do ...	do
O. de Reinach.....	225	22,500	do ...	do ...	do ...	July 5...	do
O. Kolt.....	25	2,500	do ...	do ...	do ...	Sept. 5...	Dec. 14
J. Billitzer.....	50	5,000	do ...	do ...	do ...	July 5...	Dec. 27
E. Monteaux.....	50	5,000	do ...	do ...	do ...	Sept. 5...	Jan. 29
J. Siegfried & Co.....	100	10,000	do ...	do ...	do ...	do ...	Dec. 21
M. Rikoff.....	150	15,000	do ...	do ...	do ...	do ...	Feb. 17
C. Roch.....	325	32,500	do ...	do ...	do ...	do ...	Jan. 31
N. Finaly.....	100	10,000	do ...	do ...	do ...	do ...	Feb. 17
Max Springer.....	350	35,000	do ...	do ...	do ...	July 5...	Dec. 24
M. Ephrassi & Co.....	500	50,000	do ...	do ...	do ...	Sept. 5...	Feb. 17
P. Marix.....	200	20,000	do ...	do ...	do ...	do ...	do
O. W. Hoffmann	100	10,000	do ...	do ...	do ...	July 5...	Jan. 10
Banque Franco Egyptienne	600	60,000	do ...	do ...	do ...	Sept. 5...	Feb. 17
Alex. Ellissen.....	850	85,000	do ...	do ...	do ...	do ...	do
Banque Parisienne	600	60,000	do ...	do ...	do ...	do ...	do
C. Morawitz.....	100	10,000	do ...	do ...	do ...	do ...	do
W. Betzed.....	580	58,000	do ...	do ...	do ...	do ...	do
Abaroa & Gognes.....	250	25,000	do ...	do ...	do ...	do ...	Dec. 31
A. & M. Heine.....	750	75,000	do ...	do ...	do ...	July 5...	Dec. 15
Louis Cohen & Sons	1,000	100,000	do ...	do ...	do ...	Sept. 5...	Feb. 17
P. du P. Grenfell.....	250	25,000	do ...	do ...	do ...	do ...	do
C. D. Rose	250	25,000	do ...	do ...	do ...	do ...	do
Sulzbach Bros.....	1,000	100,000	do ...	do ...	do ...	do ...	do
A. de Reinach.....	225	22,500	do ...	do ...	do ...	do ...	do
Ernest Cassel.....	450	45,000	do ...	do ...	do ...	do ...	do
H. de Pfeffel.....	50	5,000	do ...	do ...	do ...	do ...	do
C. Rozenraads.....	25	2,500	do ...	do ...	do ...	do ...	Jan. 1
George Levy.....	25	2,500	do ...	do ...	do ...	do ...	Feb. 17
Total.....	50,000	5,000,000					

C.

MEMORANDUM of issue of \$30,000,000 stock, after increase of the capital stock from \$25,000,000 to \$100,000,000.

Issue \$30,000,000 Capital Stock.

On the 29th December, 1882, \$30,000,000 stock was issued to a Syndicate in New York, represented by Mr. William L. Scott, under a contract of that date; the said stock realizing to the Company an average of 52½.

The net proceeds and expenses were as follows, viz. :—

Par value.....	\$30,000,000 00
Discount.....	14,250,000 00
Commissions and expenses.....	468,246 32

Interest Dividends.

Interest dividends have been paid out of capital and revenue, on the stock of the Company, each half year since its inauguration, viz., on 17th August, 1881; 17th February, 1882; 17th August, 1882; 17th February, 1883; and 17th August, 1883, the said first four payments having been paid at the rate of 6 per cent. per annum, and the fifth, at the rate of 5 per cent. per annum. The total amount paid out of capital on this account is \$2,128,000

Payment Account.—South Eastern Railway.

The amount advanced to parties who acquired an interest in the bonds, stock and rolling stock of the South Eastern Railway Company, is as follows :—

Bonds, stock, &c.....	\$1,471,808 75
Equipment.....	110,518 59
Making a total of.....	<u>\$1,582,327 34</u>

D.

STATEMENT of the Total Amount expended, up to the 31st December, 1883, and of the Receipts of the Company to the same date.

	\$ cts.	\$ cts.
<i>Expenditure.</i>		
Construction of main line, as specified in the contract, including \$484,614, paid in respect of securities deposited with the Government in lieu of cash.....	23,563,565 28	
Rolling stock for securities deposited with the Government in lieu of cash.....	6,139,492 36	
Lake steamers.....	552,250 78	
Construction and acquisition of extensions and branches.....	7,030,143 74	
Rolling stock on extensions and branches.....	891,300 00	
		38,171,752 16
The Company has also expended the following sums of money under heads not mentioned in the Address of the House :—		
On shops, tools, and machinery.....		1,055,214 00
On the improvement of railways received from the Government.....		353,601 00
Materials on hand, rails, etc.....		4,025,604 00
Paid to the Government in advance of dividends.....		8,710,240 00
Paid interest on capital.....		2,128,000 00
Paid interest on land grant bonds.....		372,880 00
Advances towards acquiring lines to the seaboard and for other purposes, within the charter, viz. :—		
South Eastern.....	\$1,582,327 00	
St. Lawrence and Ottawa.....	69,900 00	
Atlantic and North West.....	156,646 00	
Stock in Canada North West Land Co., subscribed to complete amount required for organization.....	600,097 00	
Advances to Contracting Company.....	600,000 00	
Advances to carriers for back charges, etc.....	473,281 00	
		3,482,251 00
Paid for real estate.....		390,789 00
		58,695,381 16
<i>Receipts.</i>		
Cash subsidy.....	12,289,212 00	
Land grant bonds.....	9,029,012 00	
Winnipeg bonus—debentures.....	200,000 00	
Morris do do.....	50,000 00	
Land sales on transactions not embraced in the operations connected with land grant bonds.....	477,775 00	
		22,045,999 00
Balance.....		36,649,382 16
Number of acres land subsidy earned.....		13,755,705
Amount of bonuses agreed for, though not paid, Selkirk and St. Andrews debentures.....		\$70,000

NOTE.—The Company has made no expenditure on any lines other than those owned by the Company.

RETURN

(31i.)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884:—
For copies of all Letters, Correspondence, Reports, Memoranda, Orders in Council and other Documents not laid on the Table, respecting the Guarantee for the Canadian Pacific Railway Company; and respecting any proposed modification of that arrangement; and any proposed further concession to the Company; and of all Papers relating to the Postal Subsidies, and remuneration for Transport Services of the Railway.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
7th February, 1884.

OTTAWA, 7th February, 1884.

SIR,—In reference to the Address of the House of Commons, dated 30th January last, herewith returned, I have the honor to inform you that no additional information has been received on the subject of the guarantee for the C. P. Railway, and proposed modification, &c., &c., since the papers in connection with the subject were laid on the Table of the House as a Message from the Crown, on the 25th January and 1st of February.

I have the honor to be, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

G. POWELL, Under Secretary of State.

RETURN

(31j)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884;—For a Statement containing Estimates of further sums required to be paid to the Contractors for Section B, Canadian Pacific Railway, or to the Canadian Pacific Railway Company, on account of contract for construction or of any subsequent agreement.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
13th February, 1884.

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

RETURN

(31k)

To ADDRESSES of the HOUSE OF COMMONS, dated 11th February, 1884 ;—
For :

- (1.) Statement of the cost of the first forty miles west of Callander, built by the Canadian Pacific Railway Company.
- (2.) Of the mileage built by, and the payments in detail, with dates, made to the Construction Company in respect of the line west beyond the above forty miles, to Sudbury Junction or beyond.
- (3.) The cost of any work done by Canadian Pacific Railway Company on this Section since the cancellation of the contract with the Construction Company, up to 31st December last ; and of such cost up to the date of the accounts given to the Minister of Railways.
- (4.) Of the names of the persons with whom the contracts of the Canadian Pacific Railway Company for such work were made ; and copies of their contracts.
- (5.) Like particulars as in numbers 2, 3 and 4, in respect of the line from Port Arthur eastward.
- (6.) Statement of the cost of the Algoma Mills Branch, divided into the usual headings under which Railway construction works are divided.

(31k-1.)—And also for Statement :

- (1.) Of the mileage built by and the payments in details, with dates, to the Construction Company, in respect of the Canadian Pacific Railway line, from the point 45 miles east of the Saskatchewan going westward.
- (2.) Of the cost to the Canadian Pacific Railway Company of the line from the above point to Calgary ; and also from Calgary to the Summit of the Rocky Mountains.
- (3.) Of the estimated cost to complete that part of the Canadian Pacific Railway left unfinished by the Construction Company, between Callander and Port Arthur ; and separately of the equipment for this part.
- (4.) Of the estimated mileage cost of this part, divided into the usual headings, and that of the very heavy section of 100 miles so divided.
- (5.) Like Statement as in numbers 3 and 4, to complete that part left unfinished between the Rocky Mountains and Kamloops, and Statement of all data upon which such respective Estimates as to cost of construction are based.

(31k-2.)—And also for Statement :

- (1.) Of the mileage cost of the Canadian Pacific Railway line for the 615 miles west of Winnipeg, to a point 45 miles east of the Saskatchewan.

- (2.) Of the mileage cost of each one hundred miles of this part going westward, separately stated.
- (3.) Of the mileage cost of the above, divided into the usual headings.
- (4.) Of the names of the contractors for any works on this part.
- (5.) Copies of the contract for such works, including Shepperd & Langdon's contract.

(31k3.)—And also :

- (1.) For Statements in detail of the sums of money payable, and the amounts of stock deliverable to the Construction Company under its contract with the Canadian Pacific Railway Company, for the work done thereunder.
- (2.) Statement of the moneys paid, with dates, and the amounts of stock delivered, with dates, to the Construction Company under the contract.
- (3.) Statement whether money was paid to the Construction Company in lieu of stock ; and if so, to what extent ; and at what rate was money substituted for stock in such payments.
- (4.) Statement of the circumstances under which the Construction Company was over-paid \$600,000.
- (5.) Copy of the settlement and release between the Construction Company and the Canadian Pacific Railway Company on the closing of their contract.

(31k4.)—And also :

- (1.) For a statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch, or Laurentian Railway ; of the payments made on this account, with dates ; and of the payments yet to be made thereon, including interest as well as principal.
- (2.) For a Statement of the particulars, with dates, of the payments made by the Canadian Pacific Railway Company, in respect of the Canadian North West Land Company's stock ; and of the names in which it stands.
- (3.) For a Statement of the particulars, with dates, of the payment made by the Company in respect of the securities or property of the South Eastern Railway ; of the persons to whom it was made, and of the person in whose names the securities and property stand.
- (4.) For a Statement of the particulars of the payments made by the Canadian Pacific Railway Company, for the purchase of the Charter of the Atlantic and North Western Railway Company ; and of the names of the payees.

(31k5.)—And also for a Statement :

- (1.) Of the net price received by the Canadian Pacific Railway Company for each lot of ten millions of stock, comprising the thirty millions issued to a Syndicate, with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, and of the respective amounts of said stock taken by such persons.

(2.) Statement of the date on which the twenty millions remaining of the original stock of twenty-five millions was taken, and the rate at which the same was issued ; and of the dates at which the five million dollars paid in respect thereof was paid.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th February, 1884.

Secretary of State.

PAPERS furnished by the Canadian Pacific Railway Company in advance of the categorical replies (in course of preparation) to Addresses from the House of Commons, dated 11th February inst., which will be rendered as soon as completed.

Letter from Secretary of Canadian Pacific Railway, in relation to information called for by Addresses from the House.

Letter from Secretary of Canadian Pacific Railway, with papers :

Certificate of Incorporation of the N. A. Ry. Contracting Company.

List of Shareholders " " "

Statement of Account with " " "

Construction Contract " " "

See pages 52 to 61.

Cancellation of Contract " " "

List of sub-Contracts made by " " "

Contract with Langdon & Shepard.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 12th February, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of this day's date, enclosing six Addresses received from the House of Commons, dated the 11th February inst.

I have to state that, previous to my leaving Montreal, the Company had caused to be prepared certain statements with reference to the North American Railway Contracting Company, which were thought necessary to remove the misconception which has prevailed in the public mind, in respect of the nature, objects and results of the formation of that Company. A letter has been prepared, covering these statements, which has been transmitted to you to-day. And I have now to state that the preparation of categorical replies to the questions contained in the Addresses of the House of Commons would occupy considerable time ; but that the work will be placed in hand, and completed as soon as practicable. In the meantime, I trust that the statements forwarded you in my letter of this day's date, will practically answer all the questions in the several Addresses which have reference to the affairs of the Contracting Company.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 12th February, 1884.

SIR,—I beg to state in reply to your letter of this day's date, that the North American Railway Contracting Company was incorporated on the 7th December, 1882 ; and I enclose you herewith a copy of the certificate of incorporation, as furnished by that Company.

I also enclose a list of the shareholders of the North American Railway Contracting Company, as furnished to us by that Company. You will perceive that it appears by that return that Samuel Gwyn held in trust 21,267 shares. These shares were so held in trust for the entire constituency of the Canadian Pacific Railway

Company, in proportion to the holding of each shareholder (but the object being to interest a number of leading financiers in the enterprise, the original holders of the stock transferred to such parties as the Company were desirous of obtaining as participators in the enterprise, a proportionate number of the shares of the Company at cost price.) By this means the participation of financial firms, such as Messrs. Drexel, Morgan & Co., Winslow, Lanier & Co., Kuhn, Loeb & Co., Seligman & Co., of New York; Mr. William L. Scott, of Erie; Messrs. Boissevain & Co., and Messrs. Oyens & Co., of Amsterdam, with many other firms of similar importance, was obtained.

I have already transmitted to you, namely, on the 4th day of February inst., a copy of the contract of this Company with the North American Railway Contracting Company.

I now beg to enclose you a statement of the account of the North American Railway Contracting Company with this Company.

I have further to state that, as will appear by the said account, this Company did not issue or transfer any of its stock to the North American Railway Contracting Company, but that if the obligations of that Company had been carried out, one-third of the issue of stock made through a syndicate in New York, namely, \$10,000,000, would have been treated as being sold for the Contracting Company, and they would have been credited with the proceeds and charged with the stock.

The work done during the existence of the contract was, in reality, done under the superintendence and direct control of the officials of this Company, as a temporary arrangement; and the expenditure passed directly through this Company's books. The only large sub-contract under the North American Railway Contracting Company was with Messrs. Langdon, Shepard & Co, and was made under the supervision of the General Manager of this Company.

I further enclose a copy of the contract with Messrs. Langdon, Shepard & Co.

I also enclose a copy of the deed of cancellation of the contract with the North American Railway Contracting Company.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CERTIFICATE of the Organization of the North American Railway Contracting Company.

We, the undersigned, do hereby certify that we have associated ourselves into a Company, under an Act of the Legislature of the State of New Jersey, intituled: "An Act concerning Corporations," approved 7th April, 1875, and all Acts amendatory thereof and supplemental thereto, under the name and for the purposes hereinafter set forth.

1. The name assumed to designate such Company, and to be used in its business and dealings, is "The North American Railway Contracting Company."

2. The object for which such Company is formed is the transaction of any lawful business whatever, including particularly the construction of roads and railroads for the use of other persons or corporations, the investment of funds in the stock of such corporations, the construction, use and operation of houses, wharves, docks, bridges, elevators, telegraphs and ships, and the making, purchasing and selling of manufactured articles, but not including the business of insurance, banking, lending money, operating roads or railroads, or any other business involving the necessity of taking and condemning lands.

3. The principal part of the business of such Company, within the State of New Jersey, is to be conducted and transacted in the Village of Walton, Township of Ridgefield, and County of Bergen.

4. The financial business of the said Company, so far as it is not carried on in this State, is to be carried on in the State of New York. All its other business is to

be carried on in the State of New York and elsewhere in the United States, the Republic of Mexico and Dominion of Canada.

5. The total amount of capital stock of such Company is to be three million dollars (\$3,000,000), divided into thirty thousand (30,000) shares of one hundred dollars (\$100) each.

6. The amount of capital stock with which said Company will commence business is five hundred thousand dollars (\$500,000), of which ten per cent. (10 p.c.) is to be paid in cash forthwith.

7. The names and residences of the stockholders, and the number of shares held by each, are as follows:—

Names.	Residences.	Shares.
Joseph F. Sweasy.....	Newark, N.J.....	500
Samuel Gwyn.....	Brooklyn, N.Y.....	1,500
James O. Bloss.....	New York City, N.Y.....	2,500
Albert Simon.....	Jersey City, N.Y.....	300
James H. Coe.....	Englewood, N.J.....	200

8. The said Company shall commence on the day of the filing of this Certificate, and shall terminate on the first day of December, 1932.

In witness Whereof, we have set our hands and seals this seventh day of December, 1882.

In the presence of } J. FRED. SWEASY [L.S.]
 JOHN A. GARVER. } SAM. GWYN [L.S.]
 [L.S.] } JAS. O. BLOSS [L.S.]
 } ALBERT SIMON [L.S.]
 } J. H. COE, [L.S.]

State of New York, }
 City and County of New York. } S. S.

Be it remembered, that on the seventh day of December, one thousand eight hundred and eighty-two, before me, the subscriber, a Notary Public in and for the City, County and State of New York, duly commissioned, qualified and acting, personally appeared: Joseph F. Sweasy, Samuel Gwyn, James O. Bloss, Albert Simon and James H. Coe, who, I am satisfied, are the individuals named in, and who executed the within certificate; and I, having first made known to them the contents thereof, they did thereupon severally acknowledge before me that they signed and executed the same as their voluntary act and deed, for the purposes and uses therein expressed.

JOHN A. GARVER,
Notary Public, New York County.

State of New York, }
 City and County of New York. } S. S.

I, William A. Butler, Clerk of the City and County of New York, and also of the Supreme Court for the said City and County (the same being a Court of Record), do hereby certify that John A. Garver, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument; and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with

the hand writing of such notary, and verily believe that the signature to the said certificate, or proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of the said Court and County, the seventh day of December, one thousand eight hundred and eighty-two.

WM. A. BUTLER, *Clerk.*

Endorsed.

Received in the office of the Clerk of the County of Bergen, on the eighth day of December, A. D., one thousand eight hundred and eighty-two, at ten a. m., and recorded in Liber H. 11 of Deeds for said County, on pages 54, &c.

SAMUEL TAYLOR, *Clerk.*

**LIST OF SHAREHOLDERS of the North American Railway Contracting Company
1st July, 1883 :—**

Edward A. Adams	70
James O. Bloss.....	1,955
James H. Coe.....	200
J. C. Easton.....	80
Peter Geddes	25
Samuel Gywn (in trust).....	21,267
Charles Laurier.....	70
Theodore Marrache.....	122
Jeremiah Millbank.....	41
Alex. Mitchell.....	42
William Rockefeller.....	100
A. S. Shaw.....	245
Albert Simon.....	100
Joseph F. Sweasy.....	500
William Trotter	48
Julius Wadsworth	25
Edward Winslow	15
Winslow, Laurier & Co.....	95
	25,000

STATEMENT of Account of North American Railway Contracting Company :—

Cash Advances.

Western Division :—

Sundry small vouchers for supplies and labor	\$127,340 24	
Langdon, Shepard & Co.	1,118,528 73	
James Ross, Manager.	1,260,831 37	
		\$2,506,700 34

Nipissing Division :—

Payment of labor and small supplies.	1,389,127 56
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Lake Superior Division :—

Payment of labor and small supplies.	2,014,608 85	
		\$5,910,436 75
Material and supplies furnished.....	\$4,164,511 65	
Less material and supplies returned.	2,373,620 31	
		1,790,891 34
Labor furnished before date of con- struction contract		78,482 37

Transportation charges:—

Amounts paid out for back charges on freight	\$103,315 68	
C. P. Ry. Co.'s charges.....	1,274,970 35	
		1,378,286 03
Cash advanced.....		600,000 00
		<u>\$9,758,096 49</u>
Value of work done estimated at actual cost		9,158,096 40
		<u>\$600,000 00</u>

For Construction Contract and Specifications see pages 52 to 61.

THIS INDENTURE, made between the Canadian Pacific Railway Company, a body corporate and politic, duly incorporated by letters patent under the Great Seal of the Dominion of Canada, acting herein by George Stephen, Esquire, the President hereof, and Charles Drinkwater, Esquire, the Secretary thereof, hereinafter called the "Railway Company;" and the North American Railway Contracting Company, a body corporate and politic, duly incorporated under the laws of the State of New Jersey, one of the United States of America, herein acting and represented by James D. Bloss, Esquire, the President thereof, and Samuel Gwyn, Esquire, the Secretary hereof, hereinafter called the "Contracting Company,"

WITNESSES:—

Whereas, on the 16th day of December, 1882, a contract was entered into between the parties hereto, for the construction of the railway of the Railway Company, upon the terms and conditions, and in manner and form as described in said contract.

And whereas, since the date of the said contract, there has been great depression and variation in the price of the stock of the Railway Company, and it was deemed advisable to make an arrangement with the Government for securing a minimum dividend upon said stock, in order to arrest its depreciation and give it stability.

And whereas the Railway Company entered into negotiations with the Government for securing such a minimum dividend, with the understanding between the parties hereto, that the extent to which the Contracting Company should contribute towards such arrangement should be adjusted by subsequent agreement.

And whereas the Railway Company has finally completed the said arrangement with the Government, which arrangement necessitates the control by the Railway Company of the entire amount of the unissued stock of the Company; and the Railway Company has been unable to agree with the Contracting Company as to the terms upon which the Contracting Company would release its claim to the balance of the stock, which it would become entitled to while carrying out the said contract; and as to the amount which the Contracting Company should contribute towards the amount paid to the Government of Canada as a consideration of the said agreement and in consequence of such inability to agree, the parties hereto have finally agreed upon cancelling the said contract.

And whereas, at the adjourned annual general meeting of the shareholders of the Contracting Company, held on Wednesday, the fourteenth day of November instant, the Directors of the said Company were authorized and empowered by the said shareholders to cancel the said contract upon such terms and conditions as the said Board of Directors should see fit.

And whereas the representatives of the parties hereto have discussed the terms upon which they would agree to cancel the said contract, and have arrived at a conclusion thereon satisfactory to the said parties.

Now, therefore, this Indenture witnesseth:

That the parties hereto have agreed, and do hereby agree, to rescind, cancel and annul the said contract, and the same is hereby rescinded, cancelled and annulled from the date thereof.

That the said Railway Company, by its employees and engineers, has been and is aware of the nature and extent of the work done by the Contracting Company under the said contract, and of the materials furnished by the said Company, and of the plant, machinery and tools procured by the said Company and now in use upon the several sections of the said railway where the said Company has been engaged in the work of construction, and has also taken communication of the sub-contracts entered into by the said Contracting Company, and of the terms and conditions thereof, a schedule of which contracts is hereto annexed, marked A; and has satisfied itself of the value of the said work, materials, plant, machinery and tools, and that the parties hereto have adjusted the amount of payments made by the Railway Company on account of the contract price mentioned in the said contract, and that they have mutually agreed upon the following terms of settlement of the said contract, viz.:

(a) Inasmuch as it appears by the books of the Railway Company that the Railway Company has advanced large amounts required to pay for work done, and in consequence thereof, that the Contracting Company is indebted to the Railway Company in the sum of six hundred thousand dollars (\$600,000), and the Contracting Company claims that it has also made certain payments for such work not included in the Company's statements, to be off set against the said claim of six hundred thousand dollars. Therefore, it is agreed that there shall be a thorough investigation, comparison and examination of the books of the two Companies, and that the claims of both parties shall thereupon be adjusted, reference being had for that purpose, if necessary, to arbitration.

(b) Upon completion of said investigation and adjustment or upon the making of an award if a reference to arbitrators should become necessary, the Contracting Company will pay to the Railway Company whatever sum may be found to be due, if any.

(c) The Contracting Company hereby assigns, transfers and sets over to the Railway Company all its right, title, and interest, in and to the said sub-contracts, and each and every of them, and the Railway Company, accepting the said transfer hereby assumes the said sub-contracts and each and every of them, and binds and obliges itself to carry out the same with the sub-contractors named therein, respectively, to the entire exoneration and discharge of said Contracting Company.

(d) The Contracting Company hereby assigns, transfers and makes over to the Railway Company the whole of its materials, plant, machinery, tools and other property, employed or used by it in connection with the work mentioned in the said contract; including all offices, office furniture, and other movable property of the Company in Canada, without any exception whatever.

(e) The Railway Company hereby undertakes and agrees to continue the employment of the various officials and employees of the Contracting Company now engaged upon the said work in Canada, according to the contracts and engagements which have been made with them by the Contracting Company, to the entire exoneration and discharge of the said Contracting Company; but the Railway Company shall not be bound to retain in its employ, any person who is so taken over by it from the Contracting Company beyond the time during which said person shall perform his duties honestly and efficiently.

(f) The said parties hereto, hereby mutually acquit and discharge each other of and from any further accounting or payment in the premises; declaring that in consideration of the performance of the above mentioned conditions, all responsibility and liability by the one to the other of them, arising from or out of the said contract, is hereby forever finally released and discharged.

(g) And the said Contracting Company hereby further constitutes the Railway Company its attorney irrevocable in the premises, with power and authority to do and carry out any act, matter, proceeding, or thing, in the name of the Contracting Company, if the Railway Company should deem it advisable so to do, but entirely at the cost and expense of the Railway Company, which hereby agrees to indemnify and hold harmless the Contracting Company against all liability incurred by reason of the use of its name as aforesaid.

In witness whereof, the parties hereto have executed these present at the times set opposite the signatures of their executive officers, respectively.

North American Railway Contracting Company,
Per J. O. BLOSS, *President.* [L. S.]

SAMUEL G. WYN, *Secretary.*

Canadian Pacific Railway Company,
Per GEORGE STEPHEN, *President.* [L. S.]

C. DRINKWATER, *Secretary.*

Executed, 21st Nov., 1883.

SCHEDULE A.

LIST OF SUB-CONTRACTS.

1. LANGDON, SHEPARD & COMPANY for grading, track-laying, surfacing and bridging remaining to be done between Swift Current and Calgary.

2. HAMMOND, HENDRICKS & CRANDALL, and others, under several contracts for grading, culverts, etc., between Calgary and the summit of the Rocky Mountains, including about 150 small contracts for grading and station work.

3. DONALD GRANT, for the track-laying and bridging between Calgary and the summit of the Rocky Mountains.

4. JAMES WALKER for supplying timber and piling between Calgary and Padmore.

5. F. J. BNOBY for foundations and masonry of the Saskatchewan River Bridge.

Lake Superior Division—Port Arthur Eastward.

James S. Winton & Co., for grading, including earth and rock excavation.

J. R. Macdonnell " "

Dwyer & Co. " "

M. Brown " "

Conner & Maclellan " "

P. McLeod " "

Frank & Co. " "

John Dohmey " "

Grant & Co. " "

Marvin & Burk " "

J. R. Macdonnell " "

A. R. Macdonnell " "

John Graham & Co. " "

J. R. Macdonnell " "

John Wardrope " "

W. J. Connelly " " including tunnelling.

P. McRae " "

J. R. Macdonnell " "

M. Brown " "

Winston & Co. " "

Jas. Isbester " "

McKenzie " "

Angus Sinclair " "

Dwyer, Doyle & Co. " "

Wm. Stoddart " "

Peter McLeod " "

Wm. C. Dobbie " "

R. R. Maclellan " "

Macdonald & Cameron " "

R. G. Reid " " including tunnelling.

Wm. Blair " "

John Haverty, for grading, including earth and rock excavation.		
John Ryan & Co.	"	"
F. Erickson	"	"
McKay & Dwyer	"	"
D. Ogilvie	"	"
Kenneth McLeod	"	" including tunnelling.
McDonald, Cameron & Co.	"	"
John Pinkerton	"	"
Doane & Wright	"	"
D. McDonald	"	"
H. F. Donkin & Co.	"	"
Densmore & Richardson	"	"
Hugh McColl	"	"
J. J. Elliott & Co.	"	"
Hazlewood & Co.	"	"
James Barry, for masonry of bridges and culverts.		
R. G. Reid	"	"
Conmer & Maclellan, for railway ties.		
Alden & Lassig, for iron superstructure of bridges.		
Edgemoor Iron Co.	"	"
Pittsburg Bridge Co.	"	"
Dean, Westbrook & Krause	"	"

THIS ARTICLE OF AGREEMENT made this first day of March, one thousand eight hundred and eighty-two, by and between the Canadian Pacific Railway Company, party of the first part, and Robert Bruce Langdon and David Chauncey Shepard, of Minnesota, under the firm name of Langdon, Shepard & Company, party of the second part.

WITNESSETH:—That the second party for and in consideration of, covenants and stipulates and agrees to and with said party of the first part, as hereinafter mentioned, promises and agrees to execute and construct and finish in every respect, in the most substantial and workmanlike manner, and to the satisfaction and acceptance of the Superintendent of Construction or the Division Engineers of the Canadian Pacific Railway Company, all the work required on that part of the Canadian Pacific Railway Company, extending from the present end of the track at Station No. 1840, west of Brandon, westerly a distance of 500 miles in doing and completing the grading, timber work, bridging (excepting truss bridges and the bridge across the Saskatchewan River) piling, track-laying, surfacing and filling track.

1. The said party of the second part agrees to commence said work in five days from the date of this instrument, and to prosecute the same, with such force and means as will, in the opinion of said Superintendent of Construction, ensure the completion of the same, on or before January 1st, 1883, to be subject at all times during the progress of said work to the directions of said Superintendent of Construction, or his Division Engineers, or party of the first part, as to the mode of doing the same, and to conform to the rules and general specifications hereunto attached and made a part of this agreement. Said second party for the consideration aforesaid, also hereby agrees not to assign or transfer this contract, or any part thereof, without the written assent of said first party, or the Superintendent of Construction, but shall constantly superintend said work in person. This, however, is not to be understood that the second party cannot perform their said work by sub-contractors under their personal superintendence.

2. Said second party also agrees not to employ any man, either as overseer or laborer on said work, who shall have been dismissed from any other work, for bad workmanship, intemperance or disorderly conduct, but shall, whenever directed by said Superintendent of Construction or his Division Engineer, dismiss any and every person who is disorderly, intemperate, quarrelsome, unfaithful or unskillful.

3. Said second party also hereby agrees to conform in all respects to the directions and instructions of said Superintendent of Construction, or his Division Engineers, or party of the first part, relative to said work, and shall progress with the same at such time or times, in such manner and at such particular points on the line of said work as said Superintendent of Construction, or his Division Engineers, shall direct.

4. It is mutually agreed between said parties, that to prevent all disputes and misunderstandings between them in relation to any of the stipulations contained in this agreement, or their performance, by either of said parties, that the said Superintendent of Construction shall be and hereby is made an umpire to decide all matters arising or growing out of this contract between them.

5. It is further mutually agreed between said parties that if said second party shall, in the opinion of the first party, or its Superintendent of Construction, have failed or refused to comply with any of the stipulations contained in this contract to be performed by said second party, said first party shall have a right to cancel this contract and declare the same void, in which event said second party shall have no claim on said first party for damages, compensation or percentage retained by said first party, as hereinafter stated, either for material or work; but said first party shall have a right to take possession of and hold said material and work absolutely, and shall be absolved as entirely and completely from this contract as if the same had never been made.

6. It is further mutually agreed and understood that if said second party shall at any time neglect or refuse to progress with the work as fast as in the opinion of the Superintendent of Construction, or party of the first part (communicated in writing to said second party), may be necessary for the completion by the time specified herein, then first party may declare this contract abandoned, and the amount which shall have been retained at the time out of the monthly estimates which have become due at the completion of the contract shall be forfeited to said first party, or said first party may, at their option, employ other parties to execute any part of the work, and charge the cost of the same to the said second party, to be deducted out of such retained percentage, or out of any payment that shall have become due on any former estimates, or that may become due on any subsequent estimates; and in the event of the first party employing other parties to execute the work, as aforesaid, the first party shall not be considered agents of the second party.

7. It is further mutually agreed between said parties, that said first party, whenever in their opinion, it may be necessary to secure to the laborers employed by said second party, their wages, is hereby authorized to pay such laborers the amount due them in the same manner said second party is to be paid, and their receipts shall be deducted from the amount which may be payable to said second party.

8. It is mutually agreed between said parties, that whenever, in the opinion of the said first party, it may be necessary to stop any of the work or to diminish the force employed, said first party shall have the right to do so, and the party of the second part shall have no claim for damages, but shall immediately stop the work or diminish the force, as the first party may direct; but said first party shall pay to said second party all actual expenses incurred up to the time when work is stopped or force diminished.

9. The location of any portion of the road, slopes of excavations, embankments and ditches, the length of sections, the grades or width of the road-bed may be altered whenever the Superintendent of Construction shall consider such alteration necessary and expedient; but such alteration shall not be allowed as a reason for any claim for extra compensation, and it is expressly agreed by the parties hereto, that the price to be paid per yard shall cover the rest of any such change that may operate to the disadvantage of the contractor, and he shall have the benefit of any alteration that may operate in his favor.

10. It is further mutually agreed between said parties, that the party of the second party shall deposit all excavations upon the road in embankments where

embankments are needed, within an extreme haul of 1,000 feet, according to the direction of the party of the first part, or that of the Superintendent of Construction, or his Division Engineers, and the party of the second part shall be paid, in such cases, for the excavation only at the rates and prices hereinafter mentioned.

11. It is moreover mutually agreed between said parties that the party of the second part shall deposit all surplus excavations not needed, as embankments in such place or places as the party of the first part, or the Superintendent of Construction, or his Division Engineers, may direct, not less than six feet from the slope stakes.

12. It is further mutually agreed between said parties that the party of the second part shall take all borrowed earth for embankments from such place or places as the party of the first part, or the Superintendent of Construction, or his Division Engineers, having charge of said road, may direct, not nearer than three feet from the slope stakes, and said material shall be measured in embankment, and paid for only at embankment prices as hereinafter mentioned.

13. It is further mutually agreed between said parties, that the excavations for creek beds or ditches, or for changing water courses, or for highways, shall be deposited in the embankments where embankments are needed and estimated and paid for as embankments only, but where embankments are not needed, such excavations shall be estimated and paid for as excavations.

14. It is further mutually agreed between said parties that when any work under this agreement shall be done by said second party at the request of said Superintendent of Construction, or his Division Engineers, and for which no price is specified, said second party shall be entitled to a price to be fixed and determined by the said Superintendent of Construction.

15. It is further mutually agreed between said parties, that if the said second party shall execute any part of said work defectively, and if such imperfection shall not be of sufficient magnitude to require, in the opinion of said Superintendent of Construction, or his Division Engineers, the taking up and rebuilding of such imperfect part, the said Superintendent of Construction shall have power, and he is hereby authorized to make any reduction he may think proper from the stipulated price for such work, or he may, in his discretion, require the work to be removed and re-built at the cost and expense of the second party.

16. It is further agreed between the parties to this contract, that any stone found in the cuts suitable for masonry on said railway, on the work embraced in said contract, shall be hauled out of the same and deposited at such points as said party of the first part may direct to be reserved for that purpose.

17. And the said first party, in consideration of the fulfilment and performance of all the stipulations contained in this contract by said second party, to be by said second party fulfilled and performed, and when ever said work shall have been, in the opinion of the Superintendent of Construction, completely finished in every respect, and performed agreeably to the various stipulations and specifications of this agreement, and the said Superintendent of Construction shall have furnished to said first party a certificate of the fact under his hand, together with his estimate of the various kinds of work done by said second party under this agreement, which estimate shall be a condition precedent to payment, and shall be final and conclusive between the parties hereto, will pay to said second party, their heirs or legal representatives, within ten days after said certificate and estimate shall have been furnished by said Superintendent of Construction, the sum which may be due under this contract agreeably to said estimate, at the following rates and prices:—

Earth excavation, 200 feet haul and under, per cubic yard ...	\$	0	27
Embankment do do do ...		0	27
Earth excavation, over 200 feet and up to 1,000 do ...		0	35
Embankment do do do ...		0	35
Loose rock excavation do ...		0	75
Solid do do ...		1	50

Clearing, 100 feet wide, per mile, at estimate of Superintendent of Construction.	
Close chopping additional, to clearing, per 100 feet, at estimate of Superintendent of Construction.	
Grubbing, per square yard, at estimate of Superintendent of Construction.	
Timber and plant, in work, material and iron for same, to be furnished by Railway Company, and loaded by second party at supply points at or west of Flat Creek, per M. feet B.M.	20 00
Piling driven.—Material and iron for same to be furnished by Railway Company and loaded by second party at supply points at or west of Flat Creek, per lineal foot..	0 30
Track-laying to sub-grade.—Materials to be furnished by Railway Company and delivered to second party on cars at convenient sidings near end of track and forwarded to end of track as needed, under direction of second party, from last siding to end of track, but at expense of Railway Company, all temporary sidings required by first party included, per mile	375 00
Surfacing and filling in track west of Station No. 4667, west from Brandon, per mile.....	<u>350 00</u>

18. Boarding and supply cars for track-laying and surfacing gangs shall be furnished by the Railway Company.

19. As to that portion of the railway embraced in this agreement lying west of the crossing of Moose Jaw Creek, the said first party agrees to pay to the said second party for all hardpan, blue clay, cemented gravel, cemented clay and gravel, quicksand and loose sand rock, slate and shale, requiring to be excavated with picks, which may be met with in prosecuting the work, their relative value as compared with the prices herein agreed upon for common earthwork, and in lieu of such prices, such relative value to be fixed by the Superintendent of Construction.

20. The said second party hereby agrees to receive from the first party such supplies and tools provided by first party as said second party may need in prosecuting the work, and pay for the same the cost thereof.

21. The said first party hereby agrees to give to said second party, free of charge, transportation over all the lines of the Canadian Pacific Railway, going and returning, for all men, teams, supplies, materials and tools used or to be used in the work, and also on the written request of said second party, to pay all duties to the Dominion Government on horses, mules and work-oxen brought from the United States to be used on the works, and charge the same in account to the second party, and credit back to said second party the duties so charged on such stock as shall be returned to the United States on or before the completion of the work embraced in this contract, the balance of this account to be adjusted and paid by said second party at the date of final settlement under this agreement.

22. Said first party hereby agrees to accept the work as fast as completed according to the terms of this agreement, up to the date when frost shall intervene to prevent the surfacing and filling of the track (provided, however, that said surfacing and filling shall be at all times completed to within twenty miles of the end of the track), and after that date to accept the same as fast as the track shall be laid, but said second party shall complete said surfacing as soon as practicable after the frost shall leave the ground.

23. It is further mutually agreed that the earthwork and surfacing and filling of track remaining to be done on the abandoned contracts of 1881, west of Flat Creek, is not embraced in the earthwork and surfacing and filling of track herein contracted for, but said second party is to do the same at actual cost, with ten per cent. added.

24. Said party of the first part agrees that monthly estimates shall be made, on or about the last day of each month, for the work done during that month, at the prices herein agreed upon, and shall be paid to said second party on or about the tenth of the ensuing month, less ten per cent., which may be retained by said first party until the completion of the work, except as hereinafter provided, viz.:—Dating from the commencement of track, laying westward from Station No. 4667, west from Brandon; whenever and as often as said second party shall lay seventy-five miles or more of track in any month they shall be entitled to receive full payment for all work upon such seventy-five miles or more of road and track and no percentage shall be withheld. Should said second party fail to lay seventy-five miles of track in any month, they shall receive only the usual monthly estimate, with ten per cent. retained; but should the average at any time be brought up to seventy-five miles per month from the date of commencement, then at the next ensuing monthly payment said second party shall be paid in full for the entire work on the line over which track shall be laid. Should said second party fail to lay seventy-five miles of track in any month and the first party be in default in furnishing material or transportation, or in any other way preventing the laying of seventy-five miles of track within the month, then and in that case the said second party shall be entitled to full payment for the work on said seventy-five miles of road and track at the next regular pay day after the seventy-five miles of track shall be laid, and without regard to the time occupied in laying the same.

25. All work performed by said second party between Flat Creek and Station No. 4667, west of Brandon, it is mutually agreed shall be estimated and paid for in full without deduction monthly as the work progresses.

26. The said first party hereby agrees to indemnify and hold harmless the said second party and their sub-contractors, servants and employees, as against raids or attacks by Indians on their property while engaged in the prosecution of the work embraced in this contract, and agrees to furnish, at all times, such protection as may be necessary to enable said second party to prosecute the work with a reasonable certainty of safety to persons and property in their employment.

SPECIFICATIONS FOR THE WORK EMBRACED IN THIS AGREEMENT.

Grading.

1. Under the head of excavation shall be included all excavations required for the formation of a road-bed for a single track and turnouts, and for the preparation of depot grounds, sites for water stations, &c., which shall be required by the Superintendent of Construction, the digging of all ditches, cutting new channels for streams, preparing foundations, the altering of all highways or private roads, and all excavations in any way connected with or incidental to the construction of the railroad and the expense of hauling and depositing the same in embankments wherever required.

2. Under the head of embankment shall be included all embankments for any of the purposes mentioned in the first specification not formed from excavations taken from the prism of the road, or other necessary excavations.

3. The ground set apart for the railroad must be cleared, close chopped, and grubbed, as directed by the Superintendent of Construction or his Division Engineers.

4. All grading shall be done and estimated by the cubic yard, measured in the excavation, except material borrowed for embankment, which shall be measured in embankment, and shall be comprised under three heads, viz.: Earth, loose rock and solid rock. Loose rock shall include all detached masses of rock or boulders measuring not less than one-half of a cubic yard, and all slate and shale in place, which can be removed without blasting, although blasting may be occasionally resorted to; also, in all cases, in excavations other than borrow-pits, where boulders shall be intermixed with earth in such quantities as to interfere materially with doing the work by the use of ploughs, scrapers and shovels, and in the usual manner such boulders without regard to size, shall be considered and estimated as loose rock, but such boulders shall, when so directed by the Superintendent of Construction or his Division

Engineers, be deposited in the berm of the excavation, where the same may be conveniently loaded on cars.

Solid rock—Shall include all rock in place and boulders measuring one cubic yard and upwards, in removing which it is necessary to resort to drilling and blasting.

Earth—All other materials of whatever nature (excepting such as are classified in the body of this agreement in section number nineteen) to be estimated and paid for at prices to be fixed by the Superintendent of Construction, shall be considered and estimated as earth.

5. The width of the road at the grade line and the side slopes shall be as the Superintendent of Construction may direct.

6. All the excavations shall, if required, be taken or hauled into the nearest embankments, an extreme distance of 1,000 feet.

7. Contractors, when directed by the Superintendent of Construction or his Division Engineers, shall deposit on the side of the road, or at such convenient points as may be designated, any stone or rock that they may excavate, and if, in so doing, they shall deposit material required for embankment, the additional number of cubic yards of excavation required in forming such embankment will be allowed and paid for; all stone or rock excavated and deposited as above, together with all timber removed from the line of the road, shall be the property of the Railway Company.

8. The roadway and works connected therewith being made of the materials, and in the manner above specified, the prices stipulated for excavation or embankment shall be the total price for excavating, removing and depositing all the material and the building of all temporary roads and bridges.

Timber Structures.

9. All timber structures shall be built in conformity with plans to be furnished from time to time by the engineer in charge of the work.

Piling.

10. Piling shall be driven of such lengths and number and to such depths and at such points as shall be designated by the engineer in charge of the work. The contractors are to put in the work all iron required in timber work and piling (and furnished by the Railway Company) without charge, the price being included in the prices for timber work and piling.

Track-Laying.

11. The track to be laid on the finished sub-grade with square joints or otherwise, as may be directed by the Engineer in charge, and the rails to be cut when required. The track to be levelled up and well lined, so as to be safe for the passage of trains at a reasonable rate of speed, in transporting material, and so that the rails may not be injured by the passage of trains before the track is properly surfaced; all rails to be curved before laying, for curves sharper than two degrees.

Surfacing and Filling Track.

12. After the track shall have been laid to sub-grade, all inequalities in the surface shall be removed, by raising the lower portions, by placing earth under the cross-ties, so as to form a smooth and even surface throughout. The track shall then be accurately lined. After lining the track, the whole shall be filled in to a height two inches above the cross-ties at the centre line, and well tamped under and around the cross-ties with earth taken from the shoulders of the embankment, or from the slopes of the cuts. When completed, the earth filling between and about the cross-ties will show in cross-section two inches above the cross-ties at the centre, running thence in a rounding slope to the bottom of the cross ties at the end, and from thence, with a continued flattened slope, to intersect the slope of the embankment or of the side-ditch in excavation.

 GENERAL SPECIFICATION.

13. A more full explanation of the form and dimensions of materials and parts, and of the manner of constructing the work in all its details, and plans, will be furnished by the Superintendent of Construction, who will also give such directions from time to time, during the progress of the work, as may appear to him necessary and proper, in order to make the work complete and perfect on the plan contemplated. The above specifications, and said plans and directions, shall in every respect be complied with.

14. All directions and instructions given by Division Engineers, Inspectors, or other persons appointed by the party of the first part, or their Superintendent of Construction, during the construction of the work covered by this contract, shall be fully and implicitly followed and carried out.

15. Any omission to disapprove of the work by the Superintendent of Construction at the time of a monthly or other estimate being made, shall not be construed to be an acceptance of any defective work.

16. No charge shall be made by the contractors for hindrances or delay from any cause in the progress of any portion of the work in this contract, but it may entitle them to an extension of the time allowed for completing this work, sufficient to compensate for the detention, to be determined by the Superintendent of Construction, provided they shall give the Engineer in charge immediate notice of the cause of the detention.

17. Nor shall any claim be allowed for extra work, unless the same shall be done in pursuance of a written order from the Superintendent of Construction, and the claim made at the first estimate after the work was executed, unless the Superintendent of Construction at his discretion should direct the claim or such part of it as he may deem just and equitable to be allowed.

18. Contractors shall commence their work at such points as the Superintendent of Construction may direct, and shall conform to his directions as to the order of time in which different parts of the work shall be done, as well as the force required to complete the work at the time specified in the contract.

In witness thereof the party of the first part, by its General Manager, and the party of the second part have signed this article of agreement the day, and year, first above written.

Canadian Pacific Railway Company,

By WILLIAM C. VAN HORNE, *General Manager*.
 ROBERT B. LANGDON,
 DAVID C. SHEPARD,
 LANGDON, SHEPARD & CO.

 RETURN

(317)

To an ADDRESS of the HOUSE of COMMONS, dated 24th January, 1884;—For Correspondence between the Government and the Canadian Pacific Railway Company, or any other Railway Company, with regard to the opening of the Union Jacques Cartier Railway.

By Command,

CHARLES TUPPER, *for Secretary of State*.

Department of the Secretary of State,
 6th February, 1884.

JACQUES CARTIER UNION RAILWAY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 10th October, 1883.

SIR,—I herewith enclose you a copy of plan showing the junction proposed to be made with the Canadian Pacific Railway, near Sault au Recollet, and to make application for permission of the Railway Committee for this to be done.

The railway is being constructed under the charter obtained from the Provincial Parliament of Quebec, 43 and 44 Vic., cap. 50, 1880.

As it is very important this line should be completed, and the connection made before the winter, I shall be glad of the approval of the Committee at as early a date as possible for the work to be proceeded with.

Your obedient servant,

W. WAINWRIGHT, *Vice-President.*

T. TRUDEAU, Sec. Railway Committee of Privy Council.

OTTAWA, 11th October, 1883.

SIR,—I beg to acknowledge the receipt of your letter of the 10th inst., enclosing a plan showing the junction proposed to be made by your Company with the Canadian Pacific Railway, near Sault au Recollet, and making application for permission of the Railway Committee to effect that purpose.

I have to draw your attention to the 16th sub-section of section 7 of the Consolidated Railway Act of 1879, which requires that notice in writing of the application to the Railway Committee of the Privy Council, for approval of the mode of crossing, union or intersection proposed, shall be given to the Railway Company affected; and I am further directed to say that the Railway Committee, on being informed that you have given the required notice to the Canadian Pacific Railway Company, and receiving a copy thereof, will appoint a time when all parties concerned in this matter will be heard, and the case taken fully into their consideration.

I have the honor to be, Sir, your obedient servant,

T. TRUDEAU, *Sec. Railway Committee of Privy Council.*

W. WAINWRIGHT, Vice-President Jacques Cartier Union Railway Co., Montreal.

MONTREAL, 11th October, 1883.

MY DEAR SIR,—Thanks for your message. I wired you that I advised the other Railway Company of our application, and I send you herewith copy of the letter I addressed to Mr. Van Horne on the subject.

Yours faithfully,

W. WAINWRIGHT.

C. SCHREIBER, Ottawa.

JACQUES CARTIER UNION RAILWAY,
OFFICE OF THE VICE-PRESIDENT, MONTREAL, 10th October, 1883.

DEAR SIR,—I received your letter in due course, in regard to the connection desired by this Company with your railway, at a point near Sault au Recollet, in which you stated that the matter was under consideration, and you would give me an answer in a few days.

Not having heard from you, and the time being short for doing the work, I have, in accordance with the Railway Act, made application to the Committee of the Privy Council for the necessary permission to put in this connection according to the plan prepared by our engineer, a copy of which I have pleasure to send you herewith, for your information.

Yours truly,

W. WAINWRIGHT, *Vice-President and General Manager.*

W. C. VAN HORNE, Canadian Pacific Railway, Montreal.

JACQUES CARTIER UNION RAILWAY,
OFFICE OF THE VICE-PRESIDENT, MONTREAL, 10th October, 1883.

MY DEAR SIR,—I have to day addressed the Railway Committee of the Privy Council on the subject of the connection desired between this railway and the Canadian Pacific.

As time is pressing, I shall be much obliged if you will help me in getting this matter before the Committee as early as possible, in order that the necessary permission may be obtained to put in this connection.

Yours faithfully,

W. WAINWRIGHT, *Vice-President.*

C. SCHREIBER, Ottawa.

OTTAWA, 17th October, 1883.

SIR,—Since addressing you on the 11th inst., on the subject of the proposed connection between your Railway and the Canadian Pacific Railway near Sault au Recollet, your letter of the same date has come to hand, transmitting copy of a communication forwarded by you to the General Manager of the Canadian Pacific Railway, informing him of the intention of the Jacques Cartier Union Railway Company, to make application to the Railway Committee as therein set forth. I am now to notify you that the Railway Committee has been pleased to appoint Wednesday, the 24th day of October inst., at 2 p. m., for hearing all parties concerned in the office of the Minister of Railways and Canals, Ottawa. I am to add, however, that there would be no objection to an earlier attendance before the Committee if the Companies can arrange it so between themselves; but it would be necessary that the Committee should receive due notice of the date fixed upon.

I am, Sir, your obedient servant,

T. TRUDEAU, *Secretary Railway Committee, P. C.*

W. WAINWRIGHT, Esq., *Vice-President*
Jacques Cartier Union Railway Company, Montreal.

OTTAWA, 17th October, 1883.

SIR,—I am directed to inform you that the Railway Committee of the Privy Council have appointed Wednesday, the 24th day of October inst., at 2 p. m., for the hearing of an application made by the Jacques Cartier Union Railway Company, for approval of the proposed mode of connection between that Company's line and the Canadian Pacific Railway near Sault au Recollet. Mr. Wainwright, the Vice-President of the said Company, has been notified that should it suit the Companies to appear before the Committee at a date anterior to the above, there would be no objection thereto on the part of the Committee, but the Committee should receive due notice of the date fixed upon.

I am, Sir, your obedient servant,

T. TRUDEAU, *Secretary Railway Committee, P. C.*

P.S.—The Committee will sit in the office of the Minister of Railways and Canals, Ottawa.

CHARLES DRINKWATER, *Secretary Canadian Pacific Railway, Montreal.*

JACQUES CARTIER UNION RAILWAY COMPANY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 12th October, 1883.

SIR,—In acknowledging receipt of your letter concerning the connection between the railway and the Canadian Pacific, I beg to thank you for the kind attention you have given to this matter, and to enclose you herewith copy of a letter I addressed on behalf of this Company to the General Manager of the Canadian Pacific, in accordance with the Act to which you refer.

I shall be much obliged if you will have the matter attended to as speedily as possible, as we are desirous of having this connection put in before bad weather sets in.

I am, Sir, your obedient servant,
W. WAINWRIGHT, *Vice-President*.

T. TRUDEAU, Secretary Railway Committee of Privy Council.

JACQUES CARTIER UNION RAILWAY COMPANY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 10th October, 1883.

DEAR SIR,—I received your letter in due course, in regard to the connection desired by this Company with your railway, at a point near Sault au Recollet, in which you stated that the matter was under consideration and you would give me an answer in a few days.

Not having heard from you, and the time being short for doing the work, I have, in accordance with the Railway Act, made application to the Committee of the Privy Council for the necessary permission to put in this connection, according to the plan prepared by our engineer, a copy of which I have pleasure to send you herewith for your information.

Yours truly,
W. WAINWRIGHT, *Vice-President and General Manager*.

W. C. VAN HORNE, General Manager Canadian Pacific Railway, Montreal.

Re Jacques Cartier Union Railway Company.

CANADIAN PACIFIC RAILWAY COMPANY, MONTREAL, 5th October, 1883.

DEAR SIR,—Replying to your memo. of the 4th inst., should it be decided to consent to the application of this Company for a connection with us at the point indicated by their plan, it will be necessary to place two semaphores on the line of the Canadian Pacific Railway, east and west of the junction, and one semaphore, at the option of the Canada Junction Railway Company, on the line of the Jacques Cartier Railway, south of the junction, also to place an operator and switchman there.

The expense of putting up these semaphores, the placing of the necessary frog and switch, the construction of fences, the erection of a building for the staff employed there and the maintenance of same, together with the wages of the staff at that point, should be borne by the Jacques Cartier Railway Company.

The work, however, should be done and the men engaged by and subject to the rules of this Company.

JACQUES CARTIER UNION RAILWAY,
VICE-PRESIDENT'S OFFICE, MONTREAL, 18th October, 1883.

SIR,—I have the honor to acknowledge receipt of your favor of the 17th inst., fixing Wednesday, the 24th, at 2 p.m., to hear evidence in regard to the connection of this Company's railway with the Canadian Pacific.

The representatives of this Company will be in attendance accordingly, as I have failed to get the Canadian Pacific Company to agree upon any date whatever.

Your obedient servant,
W. WAINWRIGHT, *Vice-President*.

T. TRUDEAU, Secretary Railway Committee Privy Council.

Circular No. 1705.

To the President of the Canadian Pacific Railway Company :

You are required to take notice that at a meeting of the Railway Committee of the Privy Council, held on the 24th inst., for the consideration of an application made by the Jacques Cartier Union Railway Company for the approval of certain proposed connections of their line with the line of the Canadian Pacific Railway

Company, as shown on a plan then submitted, the Committee, after due consideration of the arguments in the case, have determined, and it is hereby ordered, that of the two connections, the one going east and the other west, shown on the said plan, one only, that, namely, going west, in the direction of St. Martins, shall be constructed, approval thereto being given on the following conditions:

1st. That two semaphores be placed on the line of the Canadian Pacific Railway, one east and the other west of the point of connection, and another semaphore at the option of the Jacques Cartier Union Railway Company, on the line of that Railway, south of the point of connection; also, that an operator, who shall also act as switchman, be stationed on the line of the Canadian Pacific Railway for the operation of the semaphores and switches, under the direction of the Canadian Pacific Railway Company.

2nd. That the expense of putting up these semaphores, of placing the necessary frogs and switches, of the construction of fences, of the erection of a building for the staff employed there and the maintenance of the same, together with the wages of the staff at this point, shall be borne by the Jacques Cartier Union Railway Company, the work, however, being done and the men being engaged by and subject to the rules of the Canadian Pacific Railway Company.

J. H. POPE, *Chairman Railway Committee.*

T. TRUDEAU, *Secretary Railway Committee.*

OTTAWA, 26th October, 1883.

N.B.—Copy of this circular sent to the President of the Jacques Cartier Union Railway.

MONTREAL, 8th December, 1883.

DEAR SIR,—The Jacques Cartier Union Railway is now ready for Government Inspection, and I shall be very much obliged if you can arrange for Mr. Ridout or such officer as you may appoint to fix some day next week to go over the line. Saturday would be a desirable day, if it can be so arranged.

Yours truly,

WM. WAINWRIGHT, *Vice-President.*

A. P. BRADLEY, *Secretary Railways and Canals.*

OTTAWA, 12th December, 1883.

SIR,—Instructions go by this mail to inspect Jacques Cartier Union Railway on Saturday.

A. P. BRADLEY.

THOMAS RIDOUT, St. Lawrence Hall, Montreal.

OTTAWA, 12th December, 1883.

SIR,—Mr. Ridout instructed to inspect Jacques Cartier Railway. He will be at St. Lawrence Hall this evening.

A. P. BRADLEY.

W. WAINWRIGHT, Montreal.

OTTAWA, 12th December, 1883.

SIR,—The Jacques Cartier Union Railway Company having notified the Department, as per accompanying letter, that their road is ready for inspection, I am to request that you will be pleased to proceed to inspect the same as soon as convenient.

I write this in confirmation of my telegram of this date.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

THOMAS RIDOUT, C.E., St. Lawrence Hall, Montreal.

OTTAWA, 18th December, 1883.

SIR,—I have the honor to report that, in obedience to instructions, I inspected, on the 15th inst., the Jacques Cartier Union Railway.

This line leaves the Grand Trunk Railway at about $7\frac{1}{2}$ miles west of the Bonaventure station and connects with the Canadian Pacific Railway at a point $1\frac{1}{2}$ miles south of the Sault au Recollet, having a length between these two points of $6\frac{1}{2}$ miles. It passes over a level country.

The alignment is as follows:—

Straight line.....	Miles.
Curves of 5,730 ft. radius..	5·84
do 800 do	0·23
	0·46
Total	<u>6·53</u>

The latter curves being at the junctions with the Grand Trunk and Canadian Pacific Railways.

The gradients are generally very easy, the steepest ascending north being 26·40 feet per mile, the steepest ascending south being 50 feet per mile. These maximum gradients are of only a short distance.

The road-bed is for the most part on embankments well elevated above the general surface and thoroughly drained.

There are no bridges on this line. The box and open culverts and cattle guards are of timber of substantial character.

Three public roads are crossed on the level, the crossings being in good condition.

The line is fenced throughout. The permanent way is laid with steel rails and good ties, and has received one lift of ballast of 6 inches under the ties. The ballasting is to be completed early next spring.

There will be one station at the village of St. Laurent.

The signals and connections with the Grand Trunk and Pacific Railways are complete and efficient.

I beg, therefore, to report that, in my opinion, this line of railway is in good and safe condition for the conveyance of passengers.

I am, Sir, your obedient servant.

THOMAS RIDOUT.

T. TRUDEAU, Secretary, Railway Committee, Privy Council.

OTTAWA, 21st December, 1883.

SIR,—An inspection of the Jacques Cartier Union Railway having been made on the 15th inst., I have the honor, by direction, to transmit herewith a copy of the inspecting Engineer's report thereon, for your information.

I am, Sir, your obedient servant,

T. TRUDEAU, *Secretary*.

W. WAINWRIGHT, Vice-President,

Jacques Cartier Union Railway Company, Montreal.

NORTH SHORE RAILWAY,

GENERAL MANAGER'S OFFICE, OTTAWA, 21st December, 1883.

SIR,—This Company has lately completed a link of railway between Lachine Bank, on the Grand Trunk, and a point on the Canadian Pacific Railway, about 1 mile east of Sault au Recollet Station. The line has been built under a charter granted to the Jacques Cartier Union Company, and is about 7 miles in length. The object in building the railway on the part of the North Shore Company was to give unbroken connection between Quebec and other places on the north shore of the St. Lawrence, with the Grand Trunk Railway, in order to provide for that district

transportation to and from the west, south and east, without breaking bulk—the North Shore Company, or as was called, the eastern section of the Q. M. O. & O. Railway, was accorded, by the Parliament of Quebec on the sale of the western section to the Canadian Pacific Railway, equal rights over that portion of the railway between St. Martin's Junction and Montreal, 13 miles. The North Shore desire to avail themselves of such rights to put up and take in traffic at the junction with the Jacques Cartier Railway, 4 miles, which they propose to do with their own engines and staff, under the powers it is contended they possess of hauling traffic "to and from Montreal, or any intervening point," between that terminus and St Martin's Junction. The Canadian Pacific Company deny the North Shore Company this right, and claim that foreign traffic to and from North Shore points, and the Jacques Cartier line cannot be hauled by the trains of the North Shore Company. In the meantime traffic of a perishable nature is now waiting at Jacques Cartier Junction, destined for Quebec, and I seek the intervention of the Railway Committee of the Council in order that the rights of the North Shore Company may be established. It is, of course, understood that the North Shore Company does not claim any right to handle traffic of a local character between local stations on the Canadian Pacific Railway, but simply that passing to and from points on the system of the North Shore.

I am, Sir, your obedient servant,

W. WAINWRIGHT, *General Manager.*

SIR CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 21st December, 1883.

TO GEO. STEPHEN, Esq.:

Can you not allow Grand Trunk Railway Company to run between Jacques Cartier Branch and St. Martin's Junction, without prejudice to your rights, until settlement is arrived at.

CHARLES TUPPER.

From Montreal to Sir Charles Tupper.

OTTAWA, 21st December, 1883.

Message received. We have already expressed our willingness to haul traffic of Jacques Cartier Union Railway to and from St. Martin's Junction at a nominal rate, but deny their right to handle business over our track in any other way, and can't permit it without decided prejudice to our interests. What they ask is unreasonable. There need be no delay to their traffic, and their attempt to make it appear that public interests are suffering is simply humbug.

GEO. STEPHEN.

MONTREAL, 10th January, 1884.

Please order certified copy of Railway Committee of Privy Council permission to Jacques Cartier Union Railway Company to construct switch, connecting with Pacific, sent us by mail to-night. Extremely important and pressing.

LACOSIE & GLOBENSKY.

Hon. J. A. CHAPLEAU, Secretary of State.

MONTREAL, 21st December, 1883.

Since I saw you, have messages of important perishable freight for Quebec waiting at Jacques Cartier Junction to be lifted. Hope Council arranged for, at least temporary, arrangements to exercise powers pending any definite agreement with Pacific.

W. WAINWRIGHT.

Sir CHARLES TUPPER, Russell House.

OTTAWA, 10th January, 1884.

GENTLEMEN,—As requested in your telegram of this date, I have the honor to transmit herewith a certified copy of an order of the Railway Committee of the Privy Council, approving of the connection proposed to be made between the line of the Jacques Cartier Union Railway Company and the Canadian Pacific Railway Company's track, in the manner and upon the conditions therein set forth.

I am, Gentlemen, your obedient servant,
A. P. BRADLEY, *Secretary*.

MESSRS. LACOSTE & GLOBENSKY.

To this last letter, a copy of the circular numbered 1705 in the letter book, is added.

OTTAWA, 10th January, 1884.

Under authority of the Act of Parliament of Canada, 42 Vic., cap. 7, sec. 9, I certify that the foregoing is a true copy of an order of the Railway Committee of the Privy Council, dated 26th October, 1883, directed to the President of the Jacques Cartier Union Railway Company, which is in my custody as Secretary of the Department of Railways and Canals of Canada.

A. P. BRADLEY, *Secretary Railways and Canals*.

GRAND TRUNK RAILWAY OF CANADA,
GENERAL MANAGER'S OFFICE, MONTREAL, 25th January, 1884.

MY DEAR SIR,—I was a little surprised this morning to read in the Montreal papers the report of a speech delivered by you in the House of Commons yesterday, on the matter of the dispute between the North Shore Railway, the Jacques Cartier Railway Company and the Canadian Pacific. I attach hereto the report of your speech, cut from the Montreal *Gazette*.

Either the reporter must have made a mistake or you must have fallen into some error in regard to the matter. I have not made any applications to the Government on this question, nor have I authorized any one on behalf of the Grand Trunk Railway Company to do so, and I am entirely unaware of any application having been made to the Government to grant to the Grand Trunk Company running powers on or over any portion of the Canadian Pacific Railway. I can hardly think that any one would fall into the error of supposing that the Government had the power to grant any such privilege.

I may say to you that the Grand Trunk Company have not proposed to, and have no intention of working the Jacques Cartier Railway.

I am, dear Sir, yours very faithfully,

J. HICKSON, *General Manager*.

Hon. SIR CHARLES TUPPER, Minister Railways and Canals.

“THE UNION JACQUES CARTIER RAILWAY.

“Mr. Houde, in moving for correspondence exchanged between the Government and the Canadian Pacific Railway Company, and any other railway company, with regard to the opening of the Union Jacques Cartier Railway, said that when the Union Jacques Cartier Railway was opened the people of the city of Quebec and the country between that city, on the north shore of the St. Lawrence, and Montreal particularly, rejoiced, because it was for them the beginning of an era of through traffic with the west and the United States in all seasons of the year. But a few days later the Canadian Pacific Railway cut of all connection between the North Shore Railway and the Union Jacques Cartier Railway, the consequence of which was that an appeal was made to the Government for their interference in the public interest, and he made this motion in order that the nature of that appeal might be made known to this House and to the public generally. The case being now before the courts, he did not wish to say anything to prejudice it, but he might be allowed to

allude to the great injury done to many business men and farmers owing to the Canadian Pacific Railway causing traffic to be stopped on the Union Jacques Cartier Railway. The result was that the merchants of Quebec could not have their flour or produce from the west shipped through to them, and people between Three Rivers and Montreal could not have their cars shipped through to New England, their usual market, which caused much annoyance, and in several cases, to his own personal knowledge, heavy losses. It seemed to him, therefore, that the Government would be only acting justly and legitimately in pressing the Canadian Pacific Railway, over which they were supposed to have some influence, to a reasonable compromise. For instance, an arrangement might be arrived at by which the cars of the Union Jacques Cartier Railway could be carried by the Canadian Pacific Railway and a record kept of the numbers so carried, and they could wait for judicial authorities, who were considering the case, to decide finally as to the rate. The other parties, he believed, would consent to such a proposition, and he therefore hoped that the Government would see their way clear to interfere, with the public interest in view and with the shortest possible delay.

"Mr. Girouard (Jacques Cartier) said that this was a matter of vital importance to his county, and great inconvenience as well as loss had resulted in the cars of the Union Jacques Cartier Railway not being allowed to run over the Canadian Pacific. The Union Jacques Cartier Railway contended that they had running powers over the Canadian Pacific, while the latter held a contrary opinion. He did not wish to say one word either for or against either contention, but they must remember that the Canadian Pacific Railway was in reality a national highway, and he thought, therefore, that they should allow these trains to pass over their road, leaving to the courts to determine the rate to be paid. He did not know whether Parliament had jurisdiction in the matter, but whether they had or not, he hoped that the Canadian Pacific would see the propriety of allowing the trains to go over their road, and let the question of the rate to be paid be settled afterwards.

"Sir Charles Tupper said there would be no objection to bringing down any correspondence in the hands of the Government. It was extremely unfortunate that the difficulty should have arisen, and that the trade of that very important section of country should have been so materially interfered with. It was purely a question between the two companies concerned, the Grand Trunk Railway and the Canadian Pacific. The Grand Trunk Railway had communicated with him, pointing out that they were unable to carry out their contracts for through traffic, owing to their inability to run over a portion of the road owned and built by the Canadian Pacific Railway, and he immediately referred the matter to the Minister of Justice, to see whether the Government could interfere in the matter. The Minister of Justice held that only Parliament was in a position to give running powers to any one railway company to run over the line of another company, and that neither the Government nor the Railway Committee of the Privy Council could do so. Having received this answer, he used his best efforts with the Canadian Pacific Railway, by suggesting that there should be no interruption. A statement was received to the effect that the Canadian Pacific Railway were quite prepared to allow this traffic over their line, but for their own protection they required that the other parties should agree to pay them a certain rate for the cars passing over their road. They did not wish to obstruct the traffic in any way, but they must protect the legal rights which they enjoyed. He (Sir Charles) was sorry that the companies concerned could not have found some means for an amicable arrangement, until the question was finally determined by the courts, but the only power that, under the circumstances, could deal with the matter, was this Parliament.

"The motion was carried."

NORTH SHORE RAILWAY,
GENERAL MANAGER'S OFFICE, MONTREAL, 25th January, 1884.

MY DEAR SIR,—I desire to call your attention to the report of a speech made by you in the House of Commons yesterday, published in the Montreal papers of this morning. I attach a copy of the report.

No doubt you will remember that on the 21st December last I saw you and Sir Hector Langevin at your office. On this occasion I was accompanied to the capital by the Hon. Mr. Lacoste, and we were both acting for the North Shore Company.

The object of our visit was to ask if the Railway Committee of the Privy Council would interfere to enforce the carrying out of the agreement entered into between the Government of Quebec and the purchasers of the western portion of the Quebec Government railways, *i.e.*, the portion between Montreal and Ottawa, now a part of the Canadian Pacific Railway.

I pointed out to you that the agreement in question, subsequently ratified by an Act of the Legislature of the Province of Quebec, provided:—

“That the Company shall grant to the Government and its assigns, running powers for ever, from St. Martin's Junction, over the line of railway hereby sold, to the City of Montreal, and intervening points, but without the right of doing any local business over such portion of railway; except in so far as it may hereafter be mutually agreed between the two parties hereto, that the Government may carry passengers to and from St. Martin's station, from or to Montreal, on behalf of the Company, upon terms to be fixed by such agreement,” &c., &c., &c.

That under this clause the North Shore Railway Company claimed the right to run traffic to and from the Jacques Cartier line, going to or coming from the North Shore line.

That the Pacific Railway Company had refused to allow the North Shore Company to do so, and in consequence traffic was being detained and, probably, damage to a large extent would arise.

That the Company did not desire any litigation on the subject, and if you thought the matter was within the jurisdiction of the Railway Committee of the Privy Council, they would be willing to submit the question to that tribunal.

You will remember that you decided, after consultation with the legal adviser of the Department, and so told the Hon. Mr. Lacoste and myself, that the point was one with which the Railway Committee of the Privy Council could not deal, and this Company has, in consequence, been compelled to resort to the courts to secure what is manifestly their rights.

Neither Mr. Lacoste nor myself ever supposed that the Government had the power to grant running privileges over any portion of the Canadian Pacific Railway to the North Shore or Jacques Cartier lines; and we did not go to Ottawa with the intention of preferring any such request—nor did we do so.

I think, if I remember rightly, that I explained to yourself and Sir Hector, in your own office, that the North Shore Company had these rights according to the interpretation of the agreement by our legal advisers, and as we had been refused authority to exercise them, we desired, if possible, to obtain the interference on the part of the Railway Committee to enforce only what was already on the Statute-book.

I am, my dear Sir, yours faithfully,

W. WAINWRIGHT, *General Manager.*

Hon. CHARLES TUPPER, Minister Railways and Canals.

NORTH SHORE RAILWAY COMPANY,
GENERAL MANAGER'S OFFICE, OTTAWA, February, 1884.

SIR,—I have the honor to send you herewith the petition of the Jacques Cartier Railway Company. For your information I may add the following:

This line has been constructed for 7 miles to a junction with the Canadian Pacific Railway, near to Sault au Recollet, and a connection made, as provided for, by order of the Railway Committee of the Privy Council.

This work has been completed for about two months, but is unavailable for traffic, inasmuch as the Canadian Pacific Railway Company will not allow the North Shore Company to exercise their running powers, in order to handle the business passing to and from the North Shore Railway and the Jacques Cartier line.

It is believed that, however the courts may decide the legal questions now before them, the difficulties that will be placed in the way of transferring traffic between the Jacques Cartier line and the North Shore Railway, will be of such a character as to make the 7 miles already constructed of little or no value to the people residing on the north shore of the St. Lawrence.

That it is essential, if possible, independent communication should be afforded to the people of Quebec and those living along the district traversed by the North Shore Railway, and this can be done by continuing the Jacques Cartier line to St. Vincent de Paul, and building another bridge across the Back River.

This would give unbroken communication for the passage of traffic to and from the west, east and south, but it necessitates a very heavy expenditure, from which the Jacques Cartier Railway derive little, if any, additional benefit, and would be mainly, if not solely, in the interest of the Province.

The total length of the railway, it is believed, if the extension is considered desirable, should receive assistance from the Government to the extent of \$10,000 per mile, with a bonus, towards the building of the bridge, of \$100,000. Even then the Company will have to find considerable money in order to carry out the work.

I may say to you that in the purchase by the Canadian Pacific Company, of the western section of the Quebec Government Railway, \$100,000 was allowed out of the amount agreed to be paid for the construction of a link of railway to connect with the Grand Trunk, but this has never been carried out, notwithstanding the Canada Pacific Company have retained the money for the purpose.

I may further state, that I have reason to believe, that if the Jacques Cartier Company undertake to continue their line next season, making an independent route to the North Shore, the Canada Pacific Company will immediately withdraw their objections to the use of their line in the meantime, and allow the North Shore Company to handle the traffic, pending the completion of the work.

I have the honor to be, Sir, your obedient servant,

W. WAINWRIGHT, *General Manager.*

Hon. Sir CHARLES TUPPER.

The Petition of the Jacques Cartier Union Railway Company;

HUMBLY SHEWETH:—

That the railway was chartered by the Legislature of the Province of Quebec for the purpose of affording a connection between the North Shore and Grand Trunk Railways, by which unbroken communication could be obtained for the people of Quebec and the district, served by the North Shore Railway with the west, east and south.

That under the charter referred to, the Jacques Cartier Company have built seven (7) miles of railway, from a point called Lachine Bank, on the Grand Trunk Railway, to a point on the Canadian Pacific Railway near Sault au Recollet.

That although under an agreement with the North Shore Company, the latter Company has undertaken to operate the Jacques Cartier Railway, and although under the deed of sale of the western portion of the Government Railway to the Canadian Pacific Company, running powers over the line from St. Martin's Junction to Montreal and intervening points were secured to the Government and its assigns for ever, it is, however, considered desirable that the Jacques Cartier line should be extended to the North Shore line at St. Vincent de Paul, passing through the counties of Hochelaga and Laval.

That in order to accomplish this, an additional three (3) miles of railway will require to be constructed, and an expensive bridge built across the river.

That the value of this link of railway to the Province of Quebec, if completed, cannot be over-estimated.

That as the Jacques Cartier Company has received no assistance from the Province of Quebec, and is now a railway under the authority of the Federal Government, it is considered that reasonable aid should be granted for that portion of the

railway already constructed to a connection with the Canadian Pacific line, and a sufficient bonus allowed to enable the Company to proceed with the extension of the line, and the bridge necessary to be built across the river, at as early a date as possible, in the interest of the people resident on the north shore of the St. Lawrence River, and particularly Quebec City.

That your petitioners urge an early and favorable consideration of this matter. And, as in duty bound, will ever pray.

Jacques Cartier Union Railway Company,

Per WM. WAINWRIGHT, *Vice-President.*

RETURN

(31m)

[IN PART.]

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;—For :

(1) Statement of the net price received by the Canadian Pacific Railway Company for each lot of Ten Millions of Stock, comprising the thirty millions issued to a Syndicate, with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, and of the respective amounts of said Stock taken by such persons.

(2) Statement of the date on which the Twenty Millions remaining of the original Stock of Twenty-five Millions was taken, and the rate at which the same was issued; and of the dates at which the Five Million dollars paid in respect thereof was paid.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th February, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 15th February, 1884.

SIR,—With further reference to your letter of the 12th inst., I have now the honor to enclose the following returns required by the House of Commons, viz :—

1. A statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch, or Laurentian Railway; and for the St. Eustache Railway; and of the payments made on this account, with dates.

2. A statement of the particulars, with dates, of the payments made by the Canadian Pacific Railway Company in respect of the Canada North-West Land Company's stock; and of the names in which it stands.

3. A statement of the particulars, with dates, of the payment made by the Canadian Pacific Railway Company, in respect of the securities or property of the South-Eastern Railway Company.

3. A statement of the particulars of the payments made by the Canadian Pacific Railway Company, in connection with the acquisition of control of the Atlantic and North-West Railway, and the expenditure thereon.

5. A statement of the net price received by the Canadian Pacific Railway Company, for each lot of \$10,000,000 of stock, comprising the \$30,000,000 issued to a Syndicate; with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, etc. The Company has never been informed of the names of the purchasers in Amsterdam, of \$15,000,000 of the said \$30,000,000 issue; nor of the persons who were associated with Mr. Scott, in making the two remaining calls of stock under the Syndicate agreement.

6. A statement of the date on which the \$20,000,000 remaining of the original stock of \$25,000,000 was taken; and of the dates at which the amount paid in respect thereof was paid, and the rate at which the same was paid.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary, Railways and Canals.

MEMORANDUM of Issue of \$30,000,000 of Canadian Pacific Railway Company's Stock.

Taken by	Date of option to purchase Stock.	Number of Shares.	Rate.	Payment through Company's Agents in New York.				
				Date.	Amount.			
W. L. Scott, of Erie, Pennsylvania, under agreement dated New York, December 29, 1882, and associated with him: John S. Kennedy, N.Y.; R. V. Martinsen, N.Y.; John A. Stewart (Pres. U.S. Trust Co.), N.Y.; Ed. King (Pres. Union Trust Co.), N.Y.; H. F. Spaulding (Pres. Central Trust Co.), N.Y., representing a Syndicate.	1883.	100,000	50 p.c.	1883.	\$			
	Feb. 1....			Feb. 1...	1,000,000			
				12...	60,000			
				17...	120,000			
				19...	1,660,150			
				Mar. 19...	160,000			
				April 2...	8,350			
				4...	800,000			
				May 11...	75,000			
					1,116,500			
					5,000,000			
				June 25...	100,000	52½ p.c.	May 11...	477,750
							11...	652,155
							14...	10,500
							17...	57,750
					19...	262,500		
					21...	26,250		
					19...	73,500		
					22...	12,600		
					24...	26,250		
					26...	5,250		
					28...	10,500		
					29...	5,250		
					June 1...	532,245		
					7...	278,250		
					8...	367,500		
					9...	178,500		
					11...	105,000		
					12...	210,000		
					15...	556,500		
					16...	236,250		
					18	26,250		
					19...	225,750		
				20...	199,500			
				21...	47,250			
				22...	99,750			
				25...	567,000			
					5,250,000			
	Oct. 25....	100,000	55 p.c.	June 26...	390,500			
				27...	275,000			
				28...	165,000			
				29...	137,500			
				July 5...	330,000			
				13...	29,700			
				14...	55,000			
				Aug. 1...	2,003,100			
				13...	2,114,200			
					5,500,000			

NEW YORK, 30th January, 1883.

GENTLEMEN,—Please take notice that under the options granted to Mr. William L. Scott by your Company, under date 29th December, 1882, to purchase from you on or before 1st February, 1883, \$10,000,000 of the capital stock of said Company at the price of 50 per cent. of its par value, with other two options, all as therein more particularly stated, and the said Scott having assigned to us his right and interests in the said contracts, as he has already advised you, we now beg to inform you that, as his assignees, we avail of the first option and are prepared to take delivery of the said \$10,000,000 of stock, and to pay the instalment of 20 per cent. of the purchase price due upon the same on the 1st prox.

We are, Gentlemen, yours respectfully,

JOHN S. KENNEDY, *Chairman of Committee.*

Canadian Pacific Railway Company, Montreal, Canada.

NEW YORK, 29th January, 1883.

DEAR SIR,—I beg to inform you that under my contract with your Company, dated December 29th, 1882, I have formed a Syndicate for the purchase of the \$10,000,000 of stock under the first option from your Company, as provided in my said contract. I herewith enclose you a copy of the Syndicate agreement, with the names of subscribers to same, from which you will see that the first \$10,000,000 has been taken by them; a Committee, consisting of Mr. John S. Kennedy, Mr. R. V. Martinsen and myself, represents the Syndicate under the contract. I now desire to transfer all my right, title and interest in the contract and to subrogate the Committee thereto; and I desire to know if the Canadian Pacific Railway Company will accept the Committee as the representative of the subscribers to the Syndicate agreement, and release me personally from any further obligation which might otherwise grow out of my said contract.

Yours very respectfully,

W. L. SCOTT.

R. B. ANGUS, Vice-President.

MONTREAL, 29th January, 1883.

DEAR SIR,—I have to acknowledge receipt of your letter of this date, and to state in reply, that the Canadian Pacific Railway Company approves the transfer and assignment of your right, title and interest in their contract of 20th December last to the Committee representing the subscribers to the Syndicate which has purchased \$10,000,000 of the Company's stock, and the terms of your letter are entirely satisfactory.

Yours faithfully,

R. B. ANGUS, *Vice-President, C.P.R.*

WILLIAM L. SCOTT, New York.

(Confidential.)

SYNDICATE AGREEMENT.

Whereas William L. Scott, of Erie, Pennsylvania, did on the 29th day of December, 1882, enter into a certain contract in writing, dated on that day, with the Canadian Pacific Railway Company (hereinafter called "The Railway Company"), a corporation duly incorporated and existing under the laws of the Dominion of Canada, a copy of which contract is hereto annexed and may be referred to for the purpose of construing any part of this agreement, under which contract the said Scott has a first option to purchase from the said Company, at any time before the first day of February, 1883, one hundred thousand shares (\$10,000,000) of the capital stock of the said Company (each share being of the par value of \$100), at \$50 per share; a second option to purchase, before the 25th day of June, 1883, one hundred thousand shares (\$10,000,000) of the said stock, at \$52.50 per share, and a third

option to purchase, before the 25th day of October, 1883, another one hundred thousand shares (\$10,000,000) of said stock, at \$55 per share, as by the said contract will more fully appear.

And whereas the said Scott proposes to associate with himself in such purchase the other parties executing this agreement, provided that the stock subscribed for under this agreement by good and responsible parties, satisfactory to him, when added to the amount of stock which he may agree to take on his own account in pursuance of this agreement, shall amount in all to 100,000 shares before the 1st day of February, 1883, or such earlier time as he may prescribe.

Now, therefore, this agreement witnesseth, that each party subscribing hereto severally agrees, each for himself and not for any other :

I. That the parties subscribing hereto shall participate, in the manner and to the extent hereinafter stated, in all the benefits of the said contract between said Scott and said Railway Company, in proportion to the number of shares allotted to them under this agreement respectively, upon and subject to the terms and conditions provided in the said contract with, reference to the said Scott, except so far as the same are modified by this agreement; and, in case any period of time mentioned in the said contract is extended, by consent of the parties thereto, for thirty days or less, the parties hereto shall share in the benefit of such extension and be bound thereby, and the times hereinafter prescribed shall be modified so as to conform to such extension.

II. That John S. Kennedy, W. L. Scott and R. V. Martinsen (late of Messrs. A. Boissevain & Co.), (hereinafter called the Committee), are hereby appointed a committee with power and authority, and they are hereby directed to carry into effect all the provisions of this agreement, and to do all such acts and things not inconsistent with the provisions of this agreement and of the said contract, as may be necessary or proper fully to carry this agreement into effect. In case of the death, resignation or refusal to act, of any member of such committee, his place may be filled by the remaining member or members thereof, by an instrument in writing, under his or their hand and seal. The Committee may, in all cases, act by a majority of its number.

III. The said Scott shall and will assign to the Committee all his rights and interests under the contract hereto annexed, and the Committee shall call upon the Railway Company for so many shares under the first option of the said contract as may be necessary to supply the shares subscribed for and allotted under this agreement; and if parties hereto withdraw from the charge of the Committee, in the manner hereinafter stated, so many shares as to prevent the Committee from supplying all the shares allotted under the public subscription hereinafter mentioned, the Committee may, in its discretion, call for so many shares under the second option as may be necessary to supply the public subscriptions, to the extent of 100,000 shares in all.

IV. That the Committee shall, within thirty days after 100,000 shares are subscribed for under this agreement, allot to each party hereto a number of shares, not exceeding the number so subscribed for by him, and not more, in the aggregate, than 100,000.

V. That the Committee may invite public subscriptions for not exceeding 100,000 shares of said stock, at such times and places as it may designate, through the banking houses of Messrs. J. S. Kennedy & Co., of New York, and Messrs. A. Boissevain & Co., of Amsterdam, Holland, and such other financial firms or corporations as the Committee may associate with them for that purpose, at the price of not less than \$60 per share, it being understood and agreed that Messrs. J. S. Kennedy & Co., and Messrs. A. Boissevain & Co., are not to charge any commission for their services in any matter under this agreement.

VI. That when such public subscription is opened, the Committee shall be, and is hereby, authorized to subscribe on behalf of each party hereto, severally, upon the same terms and at the same price at which public subscriptions are accepted, for a number of said shares, not exceeding the number allotted to such party under this agreement, and not withdrawn by him, as permitted by article VIII; and, in case

the Committee makes any such subscription on behalf of any party hereto, it shall make a similar subscription on behalf of every other party hereto, upon the same terms, at the same price and for an amount equal in proportion to the number of shares allotted to him under this agreement, and not withdrawn by him; and every subscriber hereto shall also be at liberty to take part in such public subscription on his own behalf, independently of the Committee, to such extent as he may think proper, upon the same footing with the public generally.

VII. That the Committee shall, within ten days after the said public subscription is closed, allot to each subscriber thereunder a number of shares, not exceeding the amount so subscribed for by him; but, in such allotment, subscriptions made otherwise than by, or through, the Committee, shall have preference; and if such subscriptions amount to 100,000 shares, no stock shall be allotted upon the subscriptions made, or through, the Committee.

VIII. That any party to this agreement may, at the time of subscribing the same, specify in his subscription the number of shares which he desires to withdraw under the first option; and special receipts for so many of the shares, so specified, as are allotted to him, shall be delivered to him; and he shall thereupon pay to the Committee the price payable to the Railway Company for such shares; and any such party may, also, when calling, as specified in article X., for shares under the second and third options, specify, at the time, the number of shares which he desires to withdraw; and unless in the judgment of the Committee such shares are required for the purpose of supplying the public subscriptions aforesaid, similar special receipts for such shares shall be delivered to him, and he shall thereupon pay to the Committee the price payable to the Railway Company for such shares, according to the option under which the same may be taken.

IX. That the Committee may sell or dispose of all shares taken by it, and not disposed of by public subscription or withdrawn as aforesaid, in such manner as it may deem most for the benefit of all parties hereto, interested therein; or it may, in its discretion, in place of selling such shares, deliver them to the parties hereto, in the proportions of their respective allotments, and may require payment by such parties respectively, of the price payable to the Railway Company for the shares so delivered.

X. That any party hereto may, by notice in writing personally served upon any member of the Committee, require it to call for a number of shares under the second option, equal to that allotted to him under the first option, and may afterwards, by a like notice, require the Committee to call for the same number of shares under the third option; and in such case the Committee shall make such call on behalf of every party giving such notice within the time limited for calls under each option, except so far as the right to make such call has been exhausted in supplying public subscriptions as aforesaid; and he shall be personally liable for the price of the shares thus called for. But no party hereto shall be bound to take or pay for any shares under the second and third options, or either of them, unless he has given such notice. The Committee may, however, at any time, serve upon any or all of the parties hereto, a notice in writing of its intention to call for the whole or any portion of the shares in the second and third options, or either of them, by delivering such notice to the party intended to be bound thereby, personally, or by depositing the same in the general post office in the City of New York, directed to him at such address as has been appended to his signature hereto; or, if he has appended no such address, then directed to him at the City of New York. And unless the party upon whom such notice is so served, shall, within ten days from the date of such delivery or mailing, serve a notice in writing upon one or more of the Committee, personally, requiring it to call, on his behalf, for the full proportion of shares under such call of the Committee, to which he would be entitled by virtue of such call, the Committee shall have full power and authority to dispose of the shares, which such party thus fails to take, in such manner as it may deem for the best interest of all parties who have taken their proportion of shares under such option or options; but the Committee shall have no power to take or dispose of such untaken shares in any manner which

will impose a personal liability upon any party hereto, for whose benefit it assumes to act, without his express consent.

XI. That the Committee shall issue to every party hereto, paying any instalment on account of calls for stock, a receipt in such form as the Committee may prescribe, expressing the amount paid, and in general the rights of the party taking the receipt, and the Committee shall issue to every party hereto, desiring to withdraw shares in pursuance of article VIII, a special receipt, as provided by that article, setting forth in substance that the shares therein mentioned are held in trust by the Committee for the purposes of this agreement; that all dividends or interest payable on such shares shall be paid to the holder of such receipt, and that the certificates for the shares represented by such receipt will be delivered to the holder thereof, upon its surrender, at such time as the Committee may thereafter determine, not later, however, than 1st February, 1884.

XII. That the shares hereby subscribed for under the first option, shall be paid for in such instalments as a majority of the Committee may agree upon, not exceeding, however, twenty per cent., on the purchase price when the Railway Company is called upon for the stock, and the remainder in two equal monthly payments; and the stock called for under the second and third options shall be paid for in full, when delivered by the Railway Company. The Committee may declare any subscription void, in case of failure to pay any instalment thereon when due, and the amount theretofore paid shall be forfeited and ensure to the benefit of the other parties interested in the calls under that particular option.

XIII. That the Committee shall have full power and authority to incur such expense and make such disbursements as in its judgement may be necessary or proper for the services of counsel and assistants, advertising, printing and any other incidental expenses attendant upon carrying out this agreement, and may pay for the same and indemnify itself for any losses incurred in carrying out this agreement out of any moneys that may come into its hands.

XIV. That at any and all times prior to the 25th day of December, 1883, the Committee shall have the right to buy, in open market, as many shares of the said stock as may be offered for sale at or under sixty dollars per share, provided that the total number of such shares held by or for account of the Committee, at any one time, shall not exceed the number of shares previously sold by the Committee under public subscriptions as aforesaid, exclusive of shares taken by the Committee itself, under such subscriptions for account of parties hereto; and the Committee may resell, at any price the shares thus purchased, may buy them back at any price lower than the average price, at which it sold such shares, and may repeat this operation from time to time in its discretion, for the benefit of all the parties hereto, in proportion to the number of shares allotted to them respectively in the first instance, and not withdrawn by them from the charge of the Committee, under article VIII.

XV. That except as hereinbefore expressly provided, the Committee shall have no power to incur any debt or liability of any kind, on behalf of the parties hereto, or any of them, nor to use the names of any of the parties hereto as principals; nor to enter into any contract as such Committee, except with the distinct understanding between itself and the persons with whom it may so contract, that no party hereto shall be held to any personal liability under such contract. No member of the Committee shall be liable for any loss or injury to any party hereto, unless caused by his personal bad faith or gross negligence; and the Committee shall have no right or claim to indemnity or compensation for any expenses, losses, debts or liabilities which it may incur, except out of the profits which it may realize from the sale of shares, as aforesaid, upon public subscriptions or in the open market, after deducting from the proceeds of such sales the prices to be paid to the Railway Company, under and in pursuance of the contract hereto annexed; and except, also, that parties hereto withdrawing their shares, in pursuance of article VIII, shall be required to contribute their proportion of the actual expenses incurred by the Committee, not exceeding, however, the sum of fifty cents on each share so withdrawn, but the Committee may retain all profits realized by it from any and all such sources, until the final liquidation and

settlement of all transactions had in pursuance of this agreement, at which time the Committee may deduct from such profits a fair compensation for the service rendered and risks assumed by it.

XVI. That the final liquidation and settlement of all accounts, under this agreement, shall take place not later than the 1st day of February, 1884, when the net profits, resulting from the transactions entered into by the Committee, in pursuance of this agreement, shall be divided among the parties hereto, in due proportion to the number of shares allotted to them respectively, and not withdrawn by them from the charge of the Committee, under article VIII.

XVII. That unless, before the 1st day of February, 1883, the total number of shares subscribed for, hereunder, by parties whose subscriptions are accepted by the said Scott, including the amount subscribed by the said Scott himself hereto, shall equal at least 100,000 (that being the amount of stock required to be taken under the first option in the said contract with the Railway Company), this agreement and all the subscriptions made hereto shall be null and void.

XVIII. That any copy of this agreement may be subscribed with the same effect as if such subscription were attached to the original instrument, except that no subscription to any duplicate or copy of this agreement shall be valid or binding, either upon the subscribers thereto or upon any subscribers to the original instrument, until such subscriptions have been accepted by the said Scott in writing endorsed thereon.

In witness whereof, the parties hereto have hereunto subscribed their hands and seals, this eighteenth day of January, 1883.

A half interest in the \$30,000,000 stock mentioned in the annexed contract having been offered to a sub-Syndicate in Amsterdam and other European cities, and accepted by them before any signatures had been attached to this Agreement, and the first \$5,000,000 stock having been already taken by their firm, all subscriptions hereto are made subject to such assignment.

For the purpose of making the allotment aforesaid, and not otherwise, Messrs. John A. Stewart (President of the United States Trust Company), Edward King (President of the Union Trust Company), and Henry F. Spaulding (President of the Central Trust Company), of New York, shall be associated with the Committee.

Name and Address.	Shares subscribed for.	Amount.	Of which will be withdrawn.
		\$	
William L. Scott, self and others.....	3,500	10,000	
Worrishoffer & Co., themselves and others.....	2,500	12,000	
J. & W. Seligman & Co.....	2,500	6,000	
James Stillman, self and others.....	2,500	8,000	
William Rockefeller.....	1,500	6,000	
Hiram Hitchcock.....	300	1,000	
Kuhn, Lorb & Co., themselves and others.....	4,000	10,000	
William L. Scott, Agent.....	3,000	5,000	
C. J. Osborne & Co.....	1,000	5,000	
John W. Ellis.....	200	300	
Morton, Bliss & Co., for themselves and Morton, Rose & Co.....	2,500	10,000	
Morton, Bliss & Co., for clients.....		2,500	
J. S. Kennedy & Co.....	3,000	5,000	
W. J. Menzies and clients.....	2,000	6,000	
W. G. Schaw.....	1,200	3,000	
Robert Donaldson.....	1,000	2,300	
J. J. Slater and Lorenzo Blackstone.....	1,500	3,000	
Abraham S. Hewitt.....	400	1,000	
Sir George Warrender, Bart.....	200	500	
Robert Benson & Co.....	300	500	
John Crerar.....	300	1,000	
C. J. Hambrot & Co.....	500	1,500	
Melville, Evans & Co.....	300	1,000	
Marshall Field.....	400	2,000	
D. Willis James.....	2,000	5,000	
W. Watson & J. C. McAndrew.....	300	1,000	
A. Iselin & Co.....	1,800	5,000	
L. Von Hoffman & Co.....	1,000	3,000	
R. S. Belknap.....	500	2,000	
George Stephen.....	1,000	5,000	
D. A. Smith.....	1,000	5,000	
Duncan McIntyre.....	500	2,500	
R. B. Angus.....	500	2,500	
John Cassils.....	500	1,500	
A. J. Leith.....	200	500	
T. U. Pearsall.....	500	5,000	
Drexel, Morgan & Co.....	2,500	5,000	
Robert Lenox Kennedy.....	500	1,000	
J. S. Wetmore.....	100	200	
Thomas Denny.....	300	1,000	
S. T. Russell.....	300	1,000	
Simeon J. Drake.....	300	1,000	
Oliver Harrimany.....	200	600	
Jos. Brown Potter.....	200	500	
Hatch & Foote.....	300	500	
Samuel Thorne.....	500	5,000	
Hatch & Peters.....	400	2,000	
	50,000	158,400	

CONTRACT HEREINBEFORE REFERRED TO.

The Canadian Pacific Railway Company agrees to give to William L. Scott, of Erie, Pennsylvania, the option to purchase, on or before the 1st day of February, 1883, ten million dollars of the capital stock of the Canadian Pacific Railway Company, at the price of fifty per cent. of its par value; and also to give to him the further option to purchase, on or before the 25th day of June, 1883, any portion of ten million dollars additional of said stock, at fifty-two and one-half per cent. of its par value; and also the further option to purchase, on or before the 25th day of October, 1883, any portion of ten million dollars additional of said stock, at fifty-five per cent. of its par value.

Upon accepting the first option the said Scott shall have the right to accept and call for the whole of, or any portion of, the second and third options, at the prices stated above.

Upon the said Scott giving notice of his acceptance of, and call for the whole of the first option, with or without any part of the second and third options, he shall deposit with J. S. Kennedy & Co., the financial agents of the said Company, twenty per cent. of the purchase price of the first option, and the balance shall be paid for within sixty days after notice is given to him by the said Company that payment is required in amounts of not less than five hundred thousand dollars each, upon the delivery of a proportionate amount of stock; but the said Scott shall have the right to pay in cash, at his option, the whole purchase price of the first option, and thereupon receive the stock therefor.

The said Scott shall have the right to call for the delivery of any portion or the whole of the second and third options, by instalments, until the expiration for the times limited herein for such options, and shall pay for such stock, as called for, on delivery.

The Company shall be bound to deliver upon payment of the stipulated price, in cash, any and all instalments of stock called for under the second and third options, at such time or times as shall be required by said Scott, not later than the times first mentioned for the expiration of the respective options, and as much earlier as said Scott may require, the right of delay being for the benefit of said Scott only. But said Scott cannot call for any part of the third option, unless he shall have called for the whole of the second option within the time limited above therefor.

Canadian Pacific Railway Company,
R. B. ANGUS, *Vice-President.*
WILLIAM L. SCOTT.

NEW YORK, 29th December, 1882.

MEMORANDUM of Issue of \$20,000,000 of Canadian Pacific Railway Company's Stock.

Taken at.	Number of Shares.	Taken by.	Rate.	Paid for.		
				Date.	Amount.	
Aug. 17	23,411	Stephen, G.....	25 p.c.	Aug. 18	\$ 200,000	\$
				31	300,000	
				Sept. 7	85,275	
	975	McIntyre, D.....	do	Aug. 17	.....	585,275
	18,534	McIntyre & Co., D.....	do	17	.....	24,375
	17,558	Kennedy & Co., J. S.....	do	18	200,000	463,350
				Sept. 25	200,000	
				Oct. 8	38,950	
	19,509	Hill, J. J.....	do	Aug. 18	200,000	438,950
					287,725	
	19,509	Angus, R. B.....	do	18	.....	487,725
	3,004	Northcote, H. S.....	do	Sept. 7	14,725	487,725
				Oct. 1	60,375	
	19,509	Smith, D. A.....	do	Aug. 18	.....	75,100
	1,950	Boissevain & Co., A.....	do	18	.....	487,725
	975	Blake Bros.....	do	18	.....	43,750
	1,560	Donaldson, R.....	do	Sept. 15	.....	24,375
	975	Kennedy, J. S.....	do	Oct. 1	.....	39,000
	1,365	Tod, J. K.....	do	Aug. 18	.....	24,375
	1,950	James, D. W.....	do	17	.....	34,125
	1,950	Osborn, C. J.....	do	17	.....	48,750
	390	Northcote, O. H.....	do	18	.....	48,750
	780	Trotter, W.....	do	17	7,800	9,750
				Sept. 25	11,700	
	29,264	Morton, Rose & Co.....		Aug. —	.....	19,500
	3,901	Greininger, F.....	do	17	.....	731,600
	3,901	Cohen & Sons, L.....	do	17	.....	97,525
	1,268	Sulzback Bros.....	do	17	.....	97,525
	585	Propper, S.....	do	17	.....	31,700
	1,658	De Reinach, J.....	do	17	.....	14,625
	780	Kohn, E.....	do	17	.....	41,450
	877	De Reinach, O.....	do	17	.....	19,500
	97	Kolt, C.....	do	17	.....	21,925
	390	Finlay, H.....	do	17	.....	2,425
	1,365	Springer, M.....	do	17	.....	9,750
	1,950	Ephrussi & Co.....	do	17	.....	34,125
	5,579	Banque Parisienne.....	do	17	.....	48,750
	390	Morawitz, C.....	do	17	.....	139,475
	975	Grenfell, P. du P.....	do	17	.....	9,750
	975	Rose, C. D.....	do	17	.....	24,375
	1,755	Cassel, E.....	do	17	.....	24,375
	1,950	Elphinston, Rt. Hon. Lord.....	do	17	.....	43,875
	390	Govett, Sons & Co.....	do	17	.....	48,750
	195	Thomson, A. S.....	do	17	.....	9,750
	195	Billitzer, J.....	do	17	.....	4,875
	195	Pfffel, H.....	do	17	.....	4,875
	97	Rozenraad, C.....	do	17	.....	4,875
	97	Levy, G.....	do	17	.....	2,425
	1,950	Schaw, A. S.....	do	17	.....	2,425
	390	Morton, Rose & Co., in trust.....	do	17	.....	48,750
	3,905	Van Horne, W. O.....	do	17	.....	9,750
	1,001	Reserved.....	100 p.c.	17	.....	97,625
	21	do.....	25	17	.....	100,000
	200,000					525
						5,075,075

RETURN

[IN PART]

(31*n*)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—

- (1) For a Statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch or Laurentian Railway, of the Payments made on this account, with dates, and of the Payments yet to be made thereon, including interest as well as principal
- (2) For a Statement of the particulars, with dates, of the Payments made by the Canadian Pacific Railway Company, in respect of the Canadian North-West Land Company's Stock, and of the names in which it stands.
- (3) For a Statement of the particulars, with dates, of the Payments paid by the Company in respect of the Securities or property of the South-Eastern Railway ; of the persons to whom it was made, and of the persons in whose names the Securities and property stand.
- (4) For a Statement of the particulars of the Payments made by the Canadian Pacific Railway Company, for the purchase of the Charter of the Atlantic and North-Western Railway Company, and of the names of the Payees.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
18th February, 1884.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 15th February, 1884.

SIR,—With further reference to your letter of the 12th inst., I have now the honor to enclose the following returns required by the House of Commons, viz:—

1. A statement of the consideration paid by the Canadian Pacific Railway Company for the St. Lin Branch, or Laurentian Railway, and for the St. Eustache Railway ; and of the payments made on this account, with dates.
2. A statement of the particulars, with dates, of the payments made by the Canadian Pacific Railway Company in respect of the Canadian North-West Land Company's stock ; and of the names in which it stands.
3. A statement of the particulars, with dates, of the payment made by the Canadian Pacific Railway Company, in respect of the securities or property of the South-Eastern Railway Company.
4. A statement of the particulars of the payments made by the Canadian Pacific Railway Company, in connection with the acquisition or control of the Atlantic and North-West Railway, and expenditure thereon.

5. A statement of the net price received by the Canadian Pacific Railway Company for each lot of \$10,000,000 of stock, comprising the \$30,000,000 issued to a Syndicate; with the dates of the payments made in respect thereof, and of the names of the persons composing the said Syndicate, &c. The Company has never been informed of the names of the purchasers in Amsterdam, of \$15,000,000 of the said \$30,000,000 issued; nor of the persons who were associated with Mr. Scott in making the two remaining calls of stock under the Syndicate agreement.

6. A statement of the date on which the \$20,000,000 remaining of the original stock of \$25,000,000 was taken; and of the dates at which the amount paid in respect thereof was paid; and the rate at which the same was paid.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, *Secretary Railways and Canals.*

STATEMENT of Payments on account of Laurentian and St. Eustache Railways, to
31st December, 1883.

1882.		\$	cts.
March 6...	Paid on account of bonds.....	27,245	00
do 7...	do do	20,000	00
do 13...	do do	16,755	00
April 27...	do do	10,000	00
May 1...	do do	166,000	00
June 17...	do do	39,000	00
July 22...	Paid balance due on bonds less \$100 retained.....	9,900	00
Total cash payments.....		288,900	00
Retained for completion of St. Eustache Branch.....		10,000	00
do on account of bonds not yet secured.....		1,000	00
do to satisfy an outstanding claim.....		100	00
Making total purchase price.....		300,000	00

The Laurentine Railway is 15 miles long.

The St. Eustache do 8 do

Total length 23 do

NOTE.—Both railways connect at St. Thérèse with the main line, between Montreal and Callander, and serves as a feeder thereto.

STATEMENT of Payments to Canadian North-West Land Company.

1882.		\$	cts.
Sept. 26...	Payment on account 1st and 2nd calls, £250,000, stock cash.....	\$ 56,895	56
	Land grant bonds at par and interest.....	185,066	59
		241,962	15
Dec. 21...	Payment on account 3rd call.....	36,869	62
1883			
Feb. 12...	do balance of 3rd call.....	82,797	03
do 12...	Interest on last two payments, from 1st March, 1882, to date of payment.....	1,434	47
Mar. 26...	Payment of 4th call	121,666	66
	Interest from 5th February.....	900	00
Sept. 30...	Payment of 5th call.....	121,666	66
	Proportion of advertising expenses, &c.....	2,966	75
(This amount stands as a claim against North-West Land Co.)			
		612,263	34
	Less—Dividend.....	12,166	66
		600,096	68

NOTE.—Stock stands in Land Company's books in name of Osler & Hammond, in trust.

STATEMENT of payments on account of South Eastern Railway.

1882.					\$	cts.
Aug. 23...	do	do	do	do	50,000	0
do 26...	do	do	do	do	100,000	00
do 31...	do	do	do	do	137,500	00
Sept. 4...	do	do	do	do	50,000	00
Oct. 3...	do	do	do	do	20,000	00
do 6...	do	do	do	do	30,000	00
do 19...	do	do	do	do	10,000	00
do 27...	do	do	do	do	40,000	00
Nov. 6...	do	do	do	do	10,000	00
do 11...	do	do	do	do	20,000	00
do 16...	do	do	do	do	10,000	00
do 27...	do	do	do	do	10,000	00
Dec. 9...	do	do	do	do	20,000	00
do 29...	do	do	do	do	15,000	00
1883.						
Jan. 2...	do	do	do	do	15,000	00
Feb. 7...	do	do	do	do	30,000	00
April 26...	do	do	do	do	50,000	00
July 25...	do	do	do	do	414,853	31
do 25...	do	do	do	do	20,601	64
do 20...	do	do	do	do	267,332	40
Aug. 6...	do	do	do	do	101,521	40
Sept. —...	Advance made jointly with other bondholders to prevent removal of cars forming part of rolling stock of South Eastern Railway Company				110,518	59
Oct. —...	Paid trustees assessment on bonds.....				50,000	00
					1,582,327	34

NOTE.—The particulars of the securities on which the above advances were made, are as follows, viz.:—
South Eastern Ry. bonds, \$1,350,000; Montreal, Portland and Boston Ry. bonds, \$100,000.

The cars referred to consist of—box cars, 350; cattle cars, 20; flat cars, 100; baggage cars, 4; mail and passenger cars, 16, and 1 van.

STATEMENT of Payments on account Atlantic and North-West Railway, to 31st December, 1883.

1882.				\$	cts.	\$	cts.
		Material, labor and supplies furnished				4,498	73
		Steel rails furnished				17,474	80
		Cash advanced to the Company		5,900	00		
Jan. 30...	do	do	do	12,221	89		
May 16...	do	do	do	5,750	60		
July 29...	do	do	do	11,800	00		
Aug 10...	do	do	do	21,000	00		
Sept. 9...	do	do	do	14,000	00		
do 28...	do	do	do	14,000	00		
Dec. 26...	do	do	do	16,000	00		
1883.							
April 5...	do	do	do	24,000	00		
June 8...	do	do	do	8,000	00		
Aug. 7...	do	do	do	8,000	00		
Nov. 20...	do	do	do	8,000	00		
						134,672	49
						156,646	02

NOTE.—This Company has not made any payment specially applicable to acquiring control of the charter of the Atlantic and North-West Railway Company. The stock subscribed in it was purchased by friends of the Canadian Pacific Railway Company; and that Company made the above advances to the Atlantic and North-West Railway Company, a small portion of which was understood to be applied in payment of the preliminary expenses previously incurred by the Company, the amount of which does not appear by the Canadian Pacific Railway Company's books. With the money advanced as above, the Atlantic and North-West Railway Company have graded, for a double track, seven miles of railway, and have laid a steel rail single track over the whole of that distance; also paying for the right of way at high rates.

RETURN

[IN PART.]

(31o)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—

- (1.) For Statements in detail of the sums of money payable, and the amounts of stock deliverable to the Construction Company under its contract with the Canadian Pacific Railway Company, for the work done thereunder.
- (2.) For Statement of the moneys paid, with dates, and the amounts of stock delivered, with dates, to the Construction Company under the contract.
- (3.) For Statement whether money was paid to the Construction Company in lieu of stock ; and if so, to what extent ; and at what rate was money substituted for stock in such payments.
- (4.) For Statement of the circumstances under which the Construction Company was over-paid \$600,000.
- (5.) For Copy of the settlement and release between the Construction Company and the Canadian Pacific Railway Company on the closing of their contract.

[It is considered unnecessary to print the above document in full, as it is Supplementary to Return No. 31k-3.]

RETURN

(31p)

To an ORDER of the HOUSE OF COMMONS, dated 25th January, 1884 :—For a Map or Maps, showing :—

- (1) The location of the Canadian Pacific Railway, so far as approved or constructed.
- (2) Its location, so far as proposed to Government, but not yet approved.
- (3) The location of any Branches constructed, and of any now contemplated by the Company, so far as the Government is advised.
- (4) The lands set apart for the Company, but not yet granted.
- (5) The lands granted.
- (6) The lands applied for, but not yet set apart.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
3rd March, 1884.

Secretary of State.

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

RETURN

(317)

To an ADDRESS to the HOUSE OF COMMONS, dated 30th January, 1884;—
 For Copies of any Agreement between the Government and the Contractors for Section B, Canadian Pacific Railway, and the Canadian Pacific Railway Company, in regard to the transfer to the latter of the Contract for said Section B, and of any Orders in Council giving effect to said Agreement; also copy of Report of the Engineers appointed to re-measure the work on said Contract previous to said transfer, and the Report of the Engineer-in-Chief in regard thereto; also, copies of all Correspondence and Agreements with the said Contractors in regard to measurement and classification of work on said Contract; or to compensation for the transfer of said Contract, or for the right to run the said portion of the Railway during construction, and of all Orders in Council in relation to any of these matters; also, for Statement, in detail, with dates and amounts of all Payments made to said Contractors, or to the Canadian Pacific Railway Company, on account of the said Contract.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
 3rd March, 1884.

Secretary of State.

OTTAWA, 26th June, 1882.

SIR,—As we have now completed the track-laying on Section B of the Canadian Pacific Railway, and we understand that the Government desire to utilize it forthwith for through traffic for the public, from Thunder Bay to Winnipeg, though we are entitled by our contract to the exclusive use of it until 1st July, 1883, for the filling and ballasting, and completion of the work, we beg respectfully to submit to you the following basis for an arrangement for the use of the line in the meantime.

1. We will furnish engines and haulage for through trains adequate for service of the public over our section from Eagle River to Rat Portage, to be run on a timetable to be agreed on from time to time, and so arranged that the trains should as far as practicable, pass over our section at night.

2. The Government to furnish freight and passenger cars, and to keep the cars in good repair.

3. We will be responsible for any negligence of our employees, but not for delays or accidents arising from embankments, timber structures or temporary trestle, where filling is going on giving away.

4. We, to receive a *pro rata* share of all earnings for through freight and passengers, in proportion to the whole mileage charge from Thunder Bay to Winnipeg.

5. As the use of our line for public traffic will compel us to give up entirely all night work for the completion of our contract, and will also seriously interfere with our day work, we shall expect a reasonable extension of time, if necessary, in proportion to the delay thus caused to us in our own work, for the final completion of our contract; and in the event of any loss resulting to us from our work in the day time being interfered with by the passage of public trains over our section, the same shall be taken into consideration and allowed for in the arbitration already provided for by Order in Council.

We have the honor to be, Sir, your obedient servants,

MANNING, McDONALD, McLAREN & CO.

HON. SIR CHARLES TUPPER, Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY.

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, June 26th, 1882.

SIR,—Messrs. Manning, McDonald, McLaren & Co.'s letter of 26th inst., upon the subject of conducting through traffic between Thunder Bay and Winnipeg, having been referred to me, I beg leave to report that by the terms of the contract with these gentlemen it is provided that they should have the track laid and in condition for the passage of through trains by the 1st July, 1882, and I am pleased to be able to report that they have so far fulfilled the terms of their contract as to have had the track laid throughout on the 19th inst., and I fully believe they will have it in condition for the passage of through trains by the 1st proximo. I am surprised that they should now, for the first time, raise a question as to the right of the Government to use the road for through traffic, they having repeatedly acknowledged the right of the Government to do so.

As to the performance of the service, I am quite of opinion that it is in the interests of the contractors for the several sections over which the trains will pass that they should perform the service, and strongly recommend that they should be allowed to do so, under the usual traffic exchange regulations, each being responsible for his own service, receiving a *pro rata* mileage rate on passenger, freight and express traffic, and paying the established mileage rates on freight and passenger cars.

Such a proposition as these gentlemen have made, surrounded as it is with conditions, would throw all the burden of responsibility and loss on the Government, and all the benefit and profit of the service upon the contractors.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER.

A. P. BRADLEY, Secretary Railways and Canals.

By Telegraph from Barleay, Man., to the Minister Railways and Canals.

OTTAWA, 1st September, 1882.

To save future complications with Manning, McDonald, McLaren & Co., in running trains and traffic over our contract, we have entered into an agreement with them to take the work off our hands, and complete, which is at present practicably finished. Our agreement with them is subject to your approval.

PURCELL & CO., per THOMAS MARKS.

By Telegraph from Rat Portage, Man., to Hon. J. H. Pope, Acting Minister Railways and Canals.

OTTAWA, 1st September, 1882.

We have arranged with Purcell & Co. to finish Section A and take transfer of contract—their bonus excepted—subject to your approval. We have done this to prevent complications and to complete the work forthwith. We open the road for public traffic on 15th inst. We take possession to-day.

MANNING, McDONALD, McLAREN & CO.

CANADIAN GOVERNMENT RAILWAYS,
OFFICE OF THE CHIEF ENGINEER, OTTAWA, 10th September, 1882.

MY DEAR MR. POPE,—Herewith you will find a letter from Messrs. Manning, McDonald, McLaren & Co., upon the subject of working the traffic which is, I think, in accord with the conversation I had with you. I have seen Mr. Caddy, who informs me that, in a couple of weeks the road throughout will be in fair running order. Sidings are in at all the stations along the line, and I am having two sidings put in at Prince Arthur's Landing. The water service, Mr. Caddy informs me, is not quite complete, owing to the contractors of Section B forbidding Mr. Gooderham's man to work upon that section. He asserts that they stated that they would teach the Government that they had no right to send other contractors to work along this section until they had completed their work. I am surprised at this, and intend to speak to Mr. McDonald upon the subject when I see him again, on Wednesday next. Surely Mr. Caddy must be mistaken, though he says he is sure he is not, with the exception of their want of water service on this twenty-five miles. I fancy, for Mr. Caddy reports that such is the case, the line will be in fair condition for traffic two weeks hence. At the same time, I fear Messrs. Manning, McDonald, McLaren & Co. are undertaking a service which they are quite unprepared for, and which may very shortly seriously interfere with their construction operations. Moreover, it appears to me that the want of box cars will be a serious embarrassment to the Traffic Manager. Please to bear in mind that it is out of the question borrowing from the Intercolonial Railway, as the stock is barely sufficient for their own traffic, and is being now got into efficient working order for their autumn and winter traffic. They appear to be most enthusiastic over the traffic operations and express a determination to overcome all difficulties.

I leave for a trip by hand-car over the line at 7 a.m. to-morrow.

Yours truly,
COLLINGWOOD SCHREIBER.

CANADIAN PACIFIC RAILWAY, PRINCE ARTHURS LANDING.
CONTRACTORS OFFICE, SECTION "B," 9th September, 1882.

DEAR SIR,—We have had an interview with Mr. Schreiber this morning, who has explained to us the conditions on which the Government will allow us to work the traffic between Thunder Bay and Rat Portage up to 1st May next, viz.: that the following shall be the basis of a maximum charge per mile for the following classes of freight.

Basis—For 400 miles.

Coal	\$4.00 per ton
Lumber.....	\$55.00 per car load

(Based on C.P.R. classification sheet.)

Flour.....	68c. per barrel
Grain	34c. per 100 lbs.
Salt.....	\$1.00 per barrel
Live stock.....	\$90.00 per car

That the carrying of passengers will not be approved by Government.

That we shall efficiently maintain the way and works at our own cost, it being of course understood that the work of removing rotten sleepers and rotten bridges be undertaken and paid for by the Government. That we offer to undertake the service upon these terms, under the understanding, of course, that the rates above named are those upon which the Canadian Pacific Railway proportion will be calculated; if not, that we shall expect to be dealt with upon the same terms as to rates as they are.

Mr. Schreiber explained to Mr. Marks and ourselves that you would approve of our undertaking the completion of the works upon Contract 41, under sub-contract for Messrs. Purcell & Co., and both parties informed Mr. Schreiber that such was quite satisfactory.

The track, in about a couple of weeks, will be in good condition for conducting the traffic.

We are, dear Sir, yours very obediently,
MANNING, McDONALD, McLAREN & Co.
Hon. J. H. POPE, Acting Minister Railways and Canals.

By Telegraph from Winnipeg, Man., to Hon. J. H. Pope.

OTTAWA, 15th September, 1882.

SIR,—I have done nothing in the traffic matter beyond what I mentioned in my letter to you. Sections 13 and 25 in fair condition. Portion of Section A in bad condition; Section B in good condition. Traffic could be run at once, at sacrifice of rails. If work vigorously prosecuted might be in fair condition in about three weeks. Contractors have no box cars with which to carry perishable goods, and if road is run it should be made a condition that the rolling stock employed in construction is not to be interfered with. I understand it is the intention to start traffic to-night, presumably under authority from you.

COLLINGWOOD SCHREIBER.

OTTAWA, 16th September, 1883.

Referring to your telegram of the 15th, before you left Ottawa you received from me full authority to sanction arrangements, on the part of the contractors, of which you may approve, for the running of freight trains over the line west from Thunder Bay.

These arrangements may come into effect as early as may be found practicable, provided that they do not entail too severe injury to the rails. No authority has been given to any one but yourself respecting such arrangements.

Mr. Van Horne informed me some time ago that box cars could be obtained from the Canadian Pacific Railway Company. It must be a distinct condition that the work of completion of the contracts shall not be retarded through the opening of the road for traffic; and also, that every facility will be given to the Canadian Pacific Railway Company for the operation of the road by them, on and after the 1st of May next.

J. H. POPE, *Acting Minister Railways and Canals.*

C. SCHREIBER, Winnipeg.

OTTAWA, 19th September, 1883.

SIR,—I am directed by the Acting Minister, Mr. Pope, to confirm, by letter, the telegram addressed to you by himself on the 16th, in reply to yours of the previous day, respecting the projected opening, for freight traffic, of the line west from Thunder Bay.

I am to say that prior to your leaving Ottawa you received from him full authority to sanction arrangements on the part of the contractors, Messrs. Manning McDonald, McLaren & Co., for the running of freight trains, provided that they were such as met with your approval; further, that so long as due care is taken that any detriment to the rails, which may be entailed by the running of such trains over them during the present stage of construction, shall not be of too severe a character the arrangements for traffic may come into force at as early a date as may be found practicable.

Mr. Van Horne has definitely agreed that the necessary box cars shall be supplied by the Canadian Pacific Railway Company, but it must be a distinct understood condition of this arrangement that the work for the completion of the contract shall not be retarded by the opening of the road for traffic, and that every facility will be given to the Canadian Pacific Railway Company in order to the operation of the road by them on and after the first day of May next, in accordance with the verbal understanding arrived at with the contractors and with the Company.

I am to add that no authority has been given to anyone but yourself in respect of arrangements for traffic now in question.

I am to request that you will be pleased to hand to Messrs. Manning, McDonald, McLaren & Co. the enclosed letter, written to them in relation to this matter.

I am further to say that the Minister advises that the agreement of the contractors to afford the Company all facilities for the assumption of the operating of the line by the 1st of May next should be in writing.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

C. SCHREIBER, Chief Engineer, C. P. R., Winnipeg.

OTTAWA, 19th September, 1882.

SIRS,—A certain proposition made by you under date the 26th of June last, having for object the enabling your firm to use the line west from Thunder Bay for through traffic purposes, has been under consideration, together with your further letter of the 9th inst.

I am directed by the Acting Minister, Mr. Pope, to say that the proposal of your first letter of the 26th June is not one which can be entertained. With regard to your second letter of the 9th inst., I am to say that your proposal appears to recognize the fact that it would be impossible for the Government to give sanction to more than the conveyance of freight, and that further, as permission to use the road in its present incomplete condition would entail exceptional detriment to rails, &c., which Government could not undertake to make good, it would be necessary for yourselves to maintain the way and works in good condition.

Under the circumstances, the Government have decided that upon conditions, of which the above forms an important element, the permission for the use of the road which you desire to obtain, may be conceded to you, such use to extend up to the 1st of May next, when, in accordance with the understanding verbally arrived at with yourselves, and with the Canadian Pacific Railway Company, the road must be handed over for operating purposes to that Company.

Instructions have accordingly been given to Mr. Schreiber, under which he is authorized to sanction such arrangements proposed by your firm, for the running of freight trains between Thunder Bay and Rat Portage as may meet with his approval.

Further, Mr. Van Horne has verbally consented that the box cars necessary for traffic shall be furnished by the Canadian Pacific Railway Company.

It must, however, be a distinctly understood condition throughout the arrangement, that the work for the completion of the contracts in your hands shall not be retarded by the opening of the road to traffic; and also, that every facility will be afforded to the Canadian Pacific Railway Company in order to the due operation of the line by them on and after the 1st of May next.

I am, Sirs, your obedient servant,

A. P. BRADLEY, *Secretary.*

MESSRS. MANNING, McDONALD, McLAREN & Co., Prince Arthur's Landing.

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 29th September, 1882.

SIR,—Herewith you will find a copy of a letter I addressed, on the 18th September, to Messrs. Manning, McDonald, McLaren & Co., upon the subject of the working of the traffic upon the Canadian Pacific Railway, between Arthur's Landing and Rat Portage.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER.

A. P. BRADLEY, Secretary Railways and Canals.

WINNIPEG, 18th September, 1882.

GENTLEMEN,—I understand you are sending out a train to-morrow over the line between Prince Arthur's Landing and Rat Portage, on traffic account, and that you propose continuing the service regularly, three trips each way every week. You must understand that you are, so far as I am aware, acting without proper authority from the Department of Railways and Canals. The Hon. Acting Minister authorizes me, by telegraph of 16th inst., to allow you to carry on the traffic, upon the conditions contained in your letter to him, and also with the distinct condition that the completion of the contracts shall not be retarded through the opening of the road for traffic; and also, that every facility will be given to the Canadian Pacific Railway Company for the operation of the road by them on and after 1st May next.

Upon receiving a letter from you, intimating your readiness to comply with these conditions, I will give you the necessary authority for working the traffic at a running speed not exceeding fifteen miles per hour, between Prince Arthur's Landing and Taché, eight miles per hour between Taché and Eagle River, and eighteen miles per hour over Contract B., running cautiously and steadily over the temporary bridges.

Mr. Pope states Mr. Van Horne informed him some time ago, that box cars could be obtained from the Canadian Pacific Railway Company.

I am, Gentlemen, yours truly,

C. SCHREIBER.

MESSRS. MANNING, McDONALD, McLAREN & COY., Rat Portage.

Memorandum.

OTTAWA, September 29th, 1882.

The undersigned has the honor to represent that a report has been received from the Chief Engineer of the Canadian Pacific Railway, dated the 29th inst., showing that the division of that railway, extending from Prince Arthur's Landing to Rat Portage, though far from being finished, is so far completed as to be in a condition to admit, in his opinion, of the running of through trains at the following rates of speed, for the several portions of the line, namely, between Prince Arthur's Landing and Taché, at fifteen (15) miles an hour; between Taché and Eagle River, at eight (8) miles an hour, and between Eagle River and Rat Portage at a speed of eighteen (18) miles an hour, without seriously injuring the rails.

That Messrs. Manning, McDonald, McLaren & Co., Contractors for Section "B," have made verbal application for permission to run the traffic over this division, and inasmuch as they are carrying on heavy train work under this contract for Section "B," and also on Section "A," under a sub-contract with Messrs. Purcell & Co., employing a large number of engines and cars, it is important that if traffic trains are to be run over this division during the present season, they should be under the control of the same parties who are carrying on the construction train work.

The undersigned, therefore, recommends that Messrs. Manning & Co. be permitted to carry on the freight traffic over the division at the rate of speed above given, upon the following conditions:—

1. Permission shall only extend to the conveyance of freight, and not of passengers.

2. That the following shall be the maximum charge for the class of freight unmentioned, namely:—

For a distance of 400 miles—

Coal.....	\$4.00 per ton.
Lumber.....	55.00 per car load.

(Based on Canadian Pacific classification.)

Flour	68 cts. per barrel.
Grain.....	34 " 100 lbs.
Salt	\$1.00 " barrel.
Live stock.....	90.00 " car.

The foregoing to be the basis upon which mileage rates shall be charged.

3. That the works of construction upon which the contractors are engaged shall be in no way interfered with, and they shall be prosecuted with vigor to completion, as required by the contracts.

4. That on the 1st of July, 1883, the right to operate the line for traffic purposes now to be conferred, will cease, and Messrs. Manning & Co. will surrender the same, affording thenceforward facilities in every possible way for the conduct of the traffic.

5. That both Sections "A" and "B," shall be left on the said 1st of July, 1883, in a thoroughly completed condition, and in first-class running order, as required by the contracts.

6. That the line between Prince Arthur's Landing and English River (Sections 15 and 25) shall be left, on the 1st July, 1883, in as good a condition as it may be in when the men now employed by the Government in setting up the track are withdrawn, as to which condition the Engineer is to be the judge.

7. That the track, the buildings and other works shall be maintained in a thorough state of efficiency throughout, at the cost of Messrs. Manning & Co.

The undersigned recommends that he be authorized to enter into an agreement with Messrs. Manning & Co., upon the basis of the above conditions.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Honor the Deputy of His Excellency the Governor General in Council, on the 30th September, 1882.

On a Memorandum, dated 29th September, 1882, from the Acting Minister of Railways and Canals, representing that a report has been received from the Chief Engineer of the Canadian Pacific Railway, dated the 29th inst., showing that the division of that railway, extending from Prince Arthur's Landing to Rat Portage, though far from being finished, is so far completed as to be in a condition to admit, in his opinion, of the running of through trains at the following rates of speed, for the several portions of the line, namely: Between Prince Arthur's Landing and Taché, at fifteen miles an hour, between Taché and Eagle River, at eight miles an hour, and between Eagle River and Rat Portage at a speed of eighteen miles an hour, without seriously injuring the rails.

The Minister states that Messrs. Manning, McDonald, McLaren & Co., contractors for section "B," have made verbal application for permission to run the traffic over this division, and inasmuch as they are carrying on heavy train work under their contract for section "B," and also section "A," under a sub contract with Messrs. Purcell & Co., employing a large number of engines and cars, it is important that if traffic trains are to be run over this division during the present season, they should be under the control of the same parties who are carrying on the construction train work.

The Minister, therefore, recommends that Messrs. Manning & Co. be permitted to carry on the freight traffic over this division at the rates of speed above given, upon the following conditions:—

1. Permission shall only extend to the conveyance of freight, and not of passengers.

2. That the following shall be the maximum charge for the class of freight unmentioned, namely,—

For a distance of 400 miles—

Coal \$1 per ton.

Lumber \$55 per car load.

(Based on Canadian Pacific Railway classification)

Flour.....68c. per barrel.

Grain.....34c. per 100 lbs.

Salt.....\$1 per barrel.

Live stock.....\$90 per car.

The foregoing to be the basis upon which mileage rates shall be charged.

3. That the works of construction upon which the parties of the second part are engaged shall be in no way interfered with, and that they shall be prosecuted with vigor to completion, as required by the contracts.

4. That on the 1st of July, 1883, the right to operate the line for traffic purposes now conferred will cease, and the parties of the second part will surrender the same, affording thenceforward facilities in every possible way for the conduct of the traffic.

5. That both Sections "A" and "B" shall be left on the said 1st of July, 1883, in a thoroughly completed condition, and in first-class running order, as required by the contracts for those sections.

6. That the line between Prince Arthur's Landing and English River (Sections 15 and 25) shall be left, on the 1st of July, 1883, in as good a condition as it may be in when the men now employed by the Government in setting up the track are withdrawn, as to which condition the Chief Engineer is to be the sole judge.

7. That the track, the buildings and other works shall be maintained in a thorough state of efficiency throughout at the cost of the parties of the second part.

The Minister recommends that he be authorized to enter into an agreement with Messrs. Manning & Co., upon the basis of the above conditions.

The Committee submit the above recommendations for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 24th, March 1883.

SIR, —As contractors for Section B, of the Canadian Pacific Railroad, Thunder Bay Branch, and also having undertaken, by agreement with the Government, the completion of Section A, and being entitled, under our contract for Section B, and by arrangement with you to operate the railroad from Prince Arthur's Landing to Rat Portage, until the 1st July next, we have the honor now to address you in reference to the present position of our work under our contract and agreement, the amount of work remaining to be done and the arrangements necessary to be made for the business and working of the road during the coming season, when a large amount of traffic may be anticipated, which, we understand, it is the desire of the Government to accommodate, so far as the state of the road and the work requisite to be done in completing it may render possible and safe.

Immediately on the opening of navigation in the early part of May, there will, no doubt, be a rush both of passengers and freight business. In order to meet this it is necessary for us to procure, without delay, and at heavy cost, additional engines and other rolling stock, and also to provide, by the construction of temporary trestle-work, and bridges and other outlay, on the road itself, for the carriage of the traffic in such a way that our work in completing our contract may not be impeded or prevented.

If the possession and running of the road is delivered over to the Government or the Canadian Pacific Railroad Company on the 1st of July, we shall be placed at a great disadvantage in completing such part of our work as may not then be finished, it being impossible, with safety and advantage, to run ordinary and construction trains at the same time under different management. Some part, but comparatively little, of our work on Section B will remain unfinished on 1st July, owing to the delays we have experienced from various causes, into which it is not necessary now to enter, and partly by our exertions to meet the views of the Government, by opening the road for traffic before we had completed our work.

It would not, however, pay us to incur the outlay requisite to provide for the spring traffic we have referred to, and also to be delayed in finishing our contract work, if we are to deliver over the running of the road on 1st July.

We therefore beg now respectfully to call your attention to these considerations we have mentioned with a view to some fair and equitable arrangement being

arrived at, either by extending the time during which we are to run the road to the end of this season, in which event we would at once make arrangements for the rolling stock and other preparations necessary for carrying the traffic as efficiently as the state of the road allows, or by taking the whole work off our hands by the 1st May, on fair and reasonable terms, as to the value of our plant and stock, and the cost and profit of the work remaining to be done, which can be completed with much greater advantage by the party operating the road.

We are anxious to meet the views of the Government and of the Canadian Pacific Railway Company on these matters, and to discuss the terms of any arrangement that may be proposed as a fair basis of settlement.

We have the honor to be, your obedient servants.

MANNING, McDONALD, McLAREN & CO.

Hon. SIR CHARLES TUPPER, Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 27th March, 1883.

SIR,—As requested, I have the honor to report upon Messrs. Manning, McDonald, McLaren & Co.'s letter of the 24th March instant, relating to the operating of the traffic of the Canadian Pacific Railway between Prince Arthur's Landing and Rat Portage, as affecting the completion of the works of construction upon Section 42 B of that railway, and in doing so I may state, first, that I am not aware that these gentlemen have, as stated, entered into an agreement with the Government for the completion of the works of construction of Section 41 A. And as it is unusual for such arrangements to be made without advising me, I can scarcely think such an agreement exists; neither do I understand that Contract 42 B entitles them to operate the railway between Prince Arthur's Landing and Rat Portage. I have again perused the contract and can find no such clause.

That they are allowed by a special agreement made with the Government under certain conditions to operate the traffic upon this section of the railway, until 1st July next, 1883, I quite understand.

There remains yet to be done, to complete their Contract 42 B, about \$300,000 worth of work, and as it is not probable that Messrs. Manning, McDonald, McLaren & Co. can commence operations to advantage until, say, the first week in June next, it may be assumed, I think, that the whole favorable working season would be absorbed in completing the work; hence, no doubt, their desire to have their position defined in relation to traffic operations.

I quite agree with them that the working of the traffic will very materially interfere with the carrying on the works of construction, and I am also in accord with them in their statement that it is most undesirable that the working of the traffic trains and those of construction should be under distinct and separate control. Such would, without doubt, add to the delay in finishing the works of construction, and largely enhance the cost of same, and trains would be moved with greater liability of accident, which might result in destruction of property and loss of life, and therefore I do not think it admits of a doubt but that the works of construction and traffic should be under single control.

That the traffic during the coming season is likely to be heavy both in passenger and freight, I quite agree with these gentlemen, and it will take a large quantity of rolling stock to move it with any degree of promptness and satisfaction, and for them to procure sufficient stock for merely a month or two of this traffic, would, no doubt, not be worth the trouble, cost and anxiety attending it, and they are, in my opinion, quite right in their expressed belief that the Canadian Pacific Railway Company are in a much better position to conduct such a traffic satisfactorily to the public and to the Government than they, under the circumstances, possibly could be.

I, therefore, am firmly of the opinion that it would be advantageous to all concerned if the Canadian Pacific Railway Company were to take hold of the traffic of this portion of the road and work it.

As to the completion of the works of construction, I have, I think, said enough to satisfy the Honorable Minister that the completion of this work should fall into the hands of those who are to control the traffic, let it be the Government, the Canadian Pacific Railway Company, or Messrs. Manning, McDonald, McLaren & Co.

My opinion is, that neither the Government nor Messrs. Manning, McDonald, McLaren & Co., are in a position to satisfactorily perform the service, and I have no doubt it would be a great advantage to the Canadian Pacific Railway Company to do so, and in the interest of the Government for them to work the traffic, and hence complete the works of construction, if a satisfactory arrangement could be made to that end.

Under all the circumstances, if, as I imagine to be the case, the Canadian Pacific Railway Company desire to operate the road from Prince Arthur's Landing westwards, it would, I think, be far better to make a fair and equitable arrangement with Messrs. Manning, McDonald, McLaren & Co., to relieve them of their construction contract and to enter into an arrangement with the Canadian Pacific Railway Company to complete the work. My reason for recommending this course in preference to extending Messrs. Manning, McDonald, McLaren & Co.'s time for completion is, I think, apparent from my previous remarks, and Messrs. Manning, McDonald, McLaren & Co. seemingly share in this view.

I, therefore, suggest that if the Canadian Pacific Railway Company are, as I believe them to be, desirous and willing to take over the section of road between Prince Arthur's Landing and Rat Portage for traffic purposes, and to complete the works of construction at the estimated cost based on the contractors' prices, that authority be given to relieve Messrs. Manning, McDonald, McLaren & Co. of their contract on fair and equitable terms, and that without delay the Order in Council of 28th March, 1881, be put in operation, to dispose of all matters in dispute between Messrs. Manning, McDonald, McLaren & Co. and the Government, in connection with the carrying out of their contract.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Engineer-in-Chief.*

A. P. BRADLEY, Secretary Railways and Canals.

OTTAWA, 28th March, 1883.

The undersigned has the honor to represent, that under a contract dated the 6th of September, 1879, Messrs. Manning, McDonald, McLaren & Co., contractors for the section of the Canadian Pacific Railway, known as Section "B" or Contract 42, between Eagle River and Rat Portage, are required to complete this section by the 1st of July, 1883.

That under an Order in Council, dated the 30th of September, 1882, this firm have been permitted to carry on the freight traffic over the whole distance from Prince Arthur's Landing to Rat Portage, the privilege expiring on the 1st of July, 1883. The causes which led to the grant of this concession were the necessity of admitting a certain amount of traffic, and the disadvantages which would have attached to the operation of the incomplete road, by parties other than those engaged in the work of its construction.

That under date the 24th inst., a communication has been received from the contractors, having reference to the necessity of prospective arrangements being now made for the running of trains over the line, during the approaching season of navigation.

That the contractors represent that upon the opening of navigation a rush of traffic must be looked for, to meet which, heavy additional expenditure will be required for the provision of the necessary rolling stock, &c., and that should the operation of the road be taken out of their hands on the 1st of July, not only will this expenditure be unremunerative, but they will further be placed at disadvantage in finishing that portion of their work which will, they anticipate, be then still incomplete. They therefore ask that some arrangement may be made by which the difficulties involved in the situation may be met.

That the matter having been referred to the Government Chief Engineer, he has reported, under date the 27th inst., to the effect that there still remains to be done under this contract work to the value of about \$300,000; that it is probable that the whole of the forthcoming working season will be taken up in its execution; that the working of the traffic will very materially interfere with the works of construction, and that in view of the delay, cost and danger which would be incurred, it is most undesirable that traffic and construction trains should be under separate control; that the anticipations of the contractors of heavy traffic during the forthcoming season, are likely to be realized, and that it would not be worth their while to incur the cost of the extra rolling stock thereby entailed, for merely a month or two of operation. The Chief Engineer considers, further, that neither Messrs. Manning & Co., nor the Government, are in a position satisfactorily to perform the service required, and that it would be a great advantage to the Canadian Pacific Railway Company, and would further the public interest, if an arrangement of a satisfactory nature could be made with that Company for the completion of the work remaining to be done under Messrs. Manning & Co.'s contract, the Government handing over to them the section of road between Prince Arthurs's Landing and Rat Portage for traffic purposes. In view of the foregoing, and of the further fact, that under the terms of their contract the Canadian Pacific Railway Company have a right to expect the surrender of this section by the 1st of July, 1883, that being the date fixed for its completion when the work was let, the undersigned recommends that he be authorized to enter into negotiations with the Company and the contractors, with the object of arriving at a satisfactory settlement of this matter. He further recommends that as by an Order in Council of the 28th of March, 1881, authority was given for the submission, to a Board of three arbitrators, of certain claims and questions at issue between Messrs. Manning & Co. and the Government, and as further claims have since arisen, the powers of submission to such arbitration conferred by the said order be extended so as to cover such further claims.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 2nd April, 1883.

On a Report, dated 28th March, 1883, from the Minister of Railways and Canals, submitting that under a contract dated the 6th September, 1879, Messrs. Manning, McDonald, McLaren & Co., contractors for the section of the Canadian Pacific Railway, known as Section "B," or Contract 42, between Eagle River and Rat Portage, are required to complete this section by the 1st July, 1883, and that by an Order in Council dated the 30th September, 1882, this firm have been permitted to carry on the freight traffic over the whole distance from Prince Arthur's Landing to Rat Portage, the privilege expiring on the 1st of July, 1883. The causes which led to the grant of this concession were the necessity of admitting a certain amount of traffic and the disadvantages which would have attached to the operation of the incomplete road by parties other than those engaged in the work of its construction.

The Minister represents that under date the 24th March, inst., a communication has been received from the contractors, having reference to the necessity of prospective arrangements being now made for the running of trains over the line, during the approaching season of navigation; and that the contractors represent that upon the opening of navigation a rush of traffic must be looked for, to meet which, heavy additional expenditure will be required for the provision of the necessary rolling stock, &c.; and that should the operation of the road be taken out of their hands on the 1st of July, not only will this expenditure be unremunerative, but they will further be placed at disadvantage in finishing that portion of their work, which will, they anticipate, be then still incomplete. They, therefore, ask that some arrangement may be made by which the difficulties involved in the situation may be met.

The Minister further represents that the matter having been referred to the Government Chief Engineer, who reported, under date the 27th inst., to the effect

that there still remains to be done, under this contract, work to the value of about \$300,000; that it is probable that the whole of the forthcoming working season will be taken up in its execution; that the working of the traffic will very materially interfere with the works of construction, and that in view of the delay, cost and danger which would be incurred, it is most undesirable that traffic and construction trains should be under separate control; that the anticipations of the contractors of heavy traffic during the forthcoming season are likely to be realized, and that it would not be worth their while to incur the cost of the extra rolling stock thereby entailed for merely a month or two of operation.

The Chief Engineer considers, further, that neither Messrs. Manning & Co., nor the Government, are in a position satisfactorily to perform the service required, and that it would be a great advantage to the Canadian Pacific Railway Company, and would further the public interest, if an arrangement of a satisfactory nature could be made with that Company for the completion of the work remaining to be done under Messrs. Manning & Co.'s contract, the Government handing over to them the section of road between Prince Arthurs' Landing and Rat Portage for traffic purposes; that in view of the foregoing, and of the further fact that under the terms of their contract the Canadian Pacific Railway Company have a right to expect the surrender of this section by the 1st of July, 1883, that being the date fixed for its completion when the work was let, the Minister recommends that he be authorized to enter into negotiations with the Company and the contractors, with the object of arriving at a very satisfactory settlement of this matter. He further recommends that, as, by an Order in Council of the 28th of March, 1881, authority was given for the submission to a Board of three arbitrators of certain claims and questions at issue between Messrs. Manning & Co. and the Government, and as further claims have since arisen, the powers of submission to such arbitration conferred by the said order be extended so as to cover any claims remaining unadjusted at the time of the submission.

The Committee concur on the foregoing recommendations and submit the same for Your Excellency's approval, it being understood that all negotiations with the Company and contractors shall be subject to approval by Your Excellency in Council.

JOHN. J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, April, 1883.

SIR,—In reference to our letter to you of the 24th ult., and the interviews we have since had with yourself and the Chief Engineer, on the subject of our handing over the work under our contract on Section B, and the running of the road from Prince Arthur's Landing to Rat Portage on the 1st of May, and in accordance with your request that we should state the terms as definitely as possible under which we are willing to do so, we now beg respectfully to submit to you the following outline of the arrangements which we think should be made with us:

We consider that we should be paid our reasonable profit on the train work remaining to be done, because the work last year done by us in opening the pits made the work of that character then unprofitable to us, and this year's work now remaining to be done, if carried on, irrespective of interruption of traffic on the road, would be very profitable, and could be done by us at about one-half the price named in our contract, while last year's work cost us more than we were allowed for it. We think, therefore, that we should be allowed the usual estimated profit of contractors on such work, viz., 15 per cent. on the amount remaining to be done.

We should also be paid the cost of temporary trestle-work not yet filled, less, of course, whatever amount has been advanced to us upon it in our progress estimate.

We should also be paid for such sidings as we have laid down and for three Y's which we have built. We had several communications with the General Manager of the Canadian Pacific, in reference to our plant, and we have no doubt that an arrangement can be concluded by us with that Company for the sale of our plant to it, in which event that item may be removed from consideration of the terms upon which we are to surrender the work to the Government.

We should be glad to meet you and the Chief Engineer, at any time you may name, to discuss the whole matter with you, with a view to an early arrangement of it.

We are, Sir, your obedient servants,
MANNING, McDONALD, McLAREN & CO.

Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 25th April, 1883.

SIR—The proposal of Messrs. Manning, McDonald, McLaren & Co., dated April, 1883, for handing over the works under their contract on Section B, of the Canadian Pacific Railway, and also the operating of the road between Prince Arthur's Landing and Rat Portage, having been referred to me for report, I have the honor to state as follows:—

The offer of the contractors to hand over the road upon a basis of a payment of:

1. 15 per cent. profit on the train work remaining to be done.
2. The cost of the temporary trestle-work upon which no filling has as yet been done, less the amount advanced in the progress estimates.

3. The cost of labor in laying down sidings and three Y's built for temporary traffic purposes, is not unreasonable, and inasmuch as, I understood, from a discussion of the matter between the Hon. Minister of Railways and Canals and the General Manager of the Canadian Pacific Railway Company, at which I was present that the Canadian Pacific Railway Company are prepared to take over the road, operate it and complete the work between Prince Arthur's Landing and Rat Portage at the several Government contract prices, less any sums which may be paid Messrs. Manning, McDonald & Co., upon a settlement on the above basis, I therefore recommend that a settlement with Messrs. Manning, McDonald, McLaren & Co. be made upon these terms.

I have the honor to be, your obedient servant,
C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 27th April, 1883.

The undersigned has the honor to represent that by an Order in Council, dated the 2nd inst., authority was given for entering into negotiations with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway, and with the Canadian Pacific Railway Company, in order to the arriving at a satisfactory settlement of prospective difficulties arising from the operation of the road from Prince Arthur's Landing west, over the unfinished portion embraced in the contract of the firm named during the forthcoming season.

That such negotiations have been carried on with the result that a proposal has been received from Messrs. Manning, McDonald, McLaren & Co., on the 16th inst., by which they agree to hand over the works embraced in their contract on Section B, and also the operating of the road between Prince Arthur's Landing and Rat Portage, upon a basis of payment as follows:—

1. 15 per cent. profit on the train work remaining to be done.
2. The cost of the temporary trestle-work upon which no filling has as yet been done, less the amount advanced in the progress estimates.
3. The cost of labor in laying down sidings, and three Y's built for temporary traffic purposes.

Upon this proposal the Government Chief Engineer has reported, under date the 25th inst., to the effect that the above proposal is not unreasonable, and that it being understood from the Manager of the Canadian Pacific Railway that that Company are prepared to take over the road, operate it and complete the work between Prince Arthur's Landing and Rat Portage, at the several Government contract prices, less any sums which may have been paid to Messrs. Manning, McDonald, McLaren & Co.,

upon a settlement on the above basis, he advises acceptance of the proposal made by the firm as above set forth, and a settlement of the matter upon these terms.

The undersigned concurs in this opinion, and recommends that authority be given accordingly.

Respectfully submitted,
J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 30th April, 1883.

On a Memorandum dated 27th April, 1883, from the Acting Minister of Railways and Canals, submitting that by an Order in Council dated the 2nd inst., authority was given for entering into negotiations with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway in order to the arriving at a satisfactory settlement of prospective difficulties arising from the operation of the road, from Prince Arthur's Landing west over the unfinished portion embraced in the contract of the firm named during the forthcoming season.

The Minister represents that such negotiations have been carried on with the result that a proposal has been received from Messrs. Manning & Co., on the 16th inst., by which they agree to hand over the works embraced in their contract on Section B, and also the operating of the road between Prince Arthur's Landing and Rat Portage, upon a basis of payment as follows:—

1. Fifteen per cent. profit on the train work remaining to be done.
2. The cost of the temporary trestle work, upon which no filling has as yet been done, less the amount advanced in the progress estimate.
3. The cost of labour in laying down sidings, and three Y's built for temporary traffic purposes.

The Minister further represents that, upon his proposal, the Government Chief Engineer has reported, under date the 25th inst., to the effect that the above proposal is not unreasonable, and that it being understood from the Manager of the Canadian Pacific Railway that that Company is prepared to take over the road, operate it and complete the work between Prince Arthur's Landing and Rat Portage, at the several Government contract prices, less any sums which may have been paid to Messrs. Manning, McDonald, McLaren & Co., upon a settlement on the above basis, he advises acceptance of the proposal made by the firm as above set forth, and a settlement of the matter upon these terms.

The Minister concurs in this opinion and recommends that authority be given accordingly.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 17th May, 1883.

SIR,—Referring to the negotiations which have been lately taking place, with a view to the reception by this Company of the Thunder Bay Branch, from Rat Portage to Prince Arthur's Landing, I am instructed by the Directors of this Company to state, that while the Company are prepared to take over this portion of the railway, and equip and operate it, they have not as yet had time to complete the examinations of it, as to the extent to which it has been completed, or to which its condition would meet the requirements of the contract between the Government and the Company.

In order, therefore, to prevent any misconstruction hereafter, as to the position of the Company in assuming possession of this portion of the Railway, I am instructed to say that it will be taken over by the Company, under express reserve of the rights of the Company to have it completed in all respects in conformity with the contract, to the same extent as if the Company were not now undertaking its operation.

I am further instructed to state that the Company have reason to believe that its condition and state of preparation are open to all the objections contained in their letter to the Department of Railways and Canals, under date the 2nd of February, 1882, with reference to the line between Telford and Rat Portage. In addition to the points suggested in that letter, and without relinquishing any right of the Company in respect of any matter not designated here, I would indicate various timber trestles across water stretches, which, in the opinion of the Company, would require to be filled, in whole or in part, to conform to the spirit of the contract. And it is probable, also, that timber work of various kinds will require renewal, from decay having taken place since such work was constructed.

Without further specifying details in which the Company believe the work is undoubtedly incomplete, I have only to repeat, that in assuming this portion of the railway the Company do so under express reserve, not only of their own rights in respect of the matters referred to above, and in their former letter, but also of all other matters in connection with this section, which they would be entitled by their contract to have adjusted if they had awaited the entire completion of the work before taking possession of it.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 3rd July 1883.

SIR,—In view of the great importance to the country of the early opening of the line from Fort William to Winnipeg, an arrangement was made between the Company and the Honorable Minister of Railways early in May, whereby the section between Rat Portage and Fort William was turned over to this Company in an incomplete condition, with the understanding that it should be finished by the Company, and that the cost thereof should be paid by the Government.

Owing to the necessity of immediate action no details were agreed upon, except that so much of the work as was covered by the contract of Manning, McDonald, McLaren & Co. should be completed by the Company at the contract prices, less 15 per cent., which had been allowed the contractors for preliminary work. This work was all included in what is known as Contract 43.

The remaining sections, known as Contracts 41, 25 and 13, were also incomplete, a large amount of ballasting and filling being required upon all of them, and in the case of the two latter, upon which the track had been laid six to eight years, all of the timber structures and a large proportion of the ties required renewal at an early date.

At many stations between Rat Portage and Fort William the side tracks were incomplete, and in some cases none had yet been provided. At each of the two divisional points, 9,600 feet of side tracks and an engine house track had yet to be provided.

The water service was only suitable for construction purposes, and not for regular traffic, and twenty frost proof-tanks were required.

No depots had been erected, save one at Rat Portage. The Government had put six under contract, but twenty-five more were necessary. A number of houses, built of logs, for the use of the engineers during construction, had been erected along the line. These the Company hold to be unfit for depots, although they will answer for section houses; but, if they are so used, twenty-seven additional section houses will be needed. Two engine sheds and turntables, each to hold twelve engines, are also necessary.

Aside from the ordinary work of construction, a large expenditure of labor will be required in replacing ties and removing bent rails from the main line and relaying them in sidings, and work of similar character.

When the line between Selkirk and Cross Lake was taken over by the Company, in 1881, a large amount of ballasting had yet to be done, and it was agreed that the

Company should complete this for the Government at a price agreed upon. The Government have paid nothing on this account as yet.

The section between Cross Lake and Rat Portage was turned over to the Company in 1882, without depots or section houses, save a number of engineers' houses, which may be utilized for the latter purpose. On this section five depots are needed, &c.

It is already apparent that many difficult and embarrassing questions will arise in connection with the final completion of the railway, and with a view to avoiding these and to securing the completion of the line and buildings in conformity with the standards of the Company, which in most cases differ from those of the Government, the Company desire to propose to relieve the Government of the entire work for a lump sum.

I beg, therefore, to submit the following proposition:—

The Company will undertake, for the sum of \$940,000, to complete in a first-class manner the entire line from Selkirk to Fort William, and provide all sidings and all depots, section houses, engine sheds and all other usual and necessary structures, and make all renewals of ties and bridges and do all other necessary work, provided that the Government shall complete and pay for the six depot buildings now under contract, and shall furnish the necessary rails and fastenings (which are understood to be already on hand) for the completion of all station sidings, to a length of 1,600 feet, and for 9,600 feet of sidings at each of two divisional points, and for an engine house track 700 feet in length at each of said points; provided also, that the Company may be free to follow their own standards, where standards have been adopted, and to arrange all stations, buildings, &c., as they may deem best for the convenient operation of the railway. The Company will also take over and pay the Government the cost price of any ties or timber or other material now on hand that may be required for the completion of the line. The Company will also take over and pay their fair market value for any rails or fastenings that may remain after providing for the sidings, as before mentioned.

In this connection I would draw attention to the fact that the line between Thunder Bay and Winnipeg, while its local traffic for some years to come will be light, will have a through traffic, mainly competitive, requiring to be carried at a reasonable rate of speed, and the character of the road, as well as the facilities to be provided for business, must necessarily be far beyond what would be required for a more local line, and while the lump sum named is believed to be much less than it would cost the Government to complete the line in accordance with the letter of the contract with the Company, a very large additional amount will have to be expended by the Company in strengthening dangerous points, in providing additional facilities and, generally, in making the line all that it should be for the traffic it will have to carry.

I have the honor to be, Sir, your obedient servant.

W. C. VAN HORNE, *General Manager.*

HON. J. H. POPE, Acting Minister Railways and Canals.

P. S.—The foregoing communication having been returned to me for explanation as to certain points, I beg to say that the sum named, \$940,000, is exclusive of the 15 per cent. deducted from the train work on Contract 42; and if this item is to be considered in this connection, the amount should be added to the lump sum, making it \$931,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.

W. C. VAN HORNE.

CANADIAN PACIFIC RAILWAY, OTTAWA, July 4th, 1883.

SIR,—Mr. Van Horne's letter of the 3rd inst., making a proposal on behalf of the Canadian Pacific Railway Company for a bulk sum of nine hundred and forty thousand dollars (\$940,000) to complete the works upon Contracts A and B, the

ballasting upon Contract 14, the renewals of bridges, ties, &c., upon the section of road between Prince Arthur's Landing and English River, the erection of station houses, engine houses, sectionmen's houses, and the water service—in fact, to do everything necessary to complete the road thoroughly and efficiently, having been referred to me, I have the honor to report that if the 15 per cent. on the train filling referred to by Mr. Van Horne, which amounts to \$41,200, be added to the sum of \$940,000, it appears that his estimate of the cost of work is \$981,200.

I carefully investigated this matter and made an estimate of \$979,000, which is practically the same as his. I therefore recommend that his figures of \$981,200 be accepted as being, in my judgment, fair and reasonable.

From this sum, as I understand it, should be deducted certain items referred to in the Order in Council upon this subject, dated the 30th April, 1883.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

Memorandum.

OTTAWA, 5th July, 1883.

The undersigned has the honor to represent that, under date the 3rd inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which, between Selkirk and Telford, was transferred to them by an Order in Council of the 9th of April, 1881, and the portion between Telford and Rat Portage, by an Order of the 12th of January, 1882.

That by an Order of the 30th of April last, sanction was given to an arrangement whereby the contractors for Section B might be enabled to surrender to the Canadian Pacific Railway Company their work still remaining unexecuted, together with the operation of the road westward to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have, accordingly, conducted this traffic.

That the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which, under the 7th section of their contract, rests with the Government, further, performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, and to carry out such ballasting work and the construction of engine houses, &c., as may be requisite in order to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date the 4th inst., the Chief Engineer has reported to the effect that the amount named is fair and reasonable and approximates very closely to his own estimate of the value of the work to be done.

That the contract date for the completion of Section B is the first of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right, under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than one control, the Chief Engineer advises that the offer of the Company be accepted.

The undersigned, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends, that in the public interests, authority be given for the acceptance of the offer now made by the Company, the work to be performed in all respects to the full satisfaction of the Chief Engineer, and to be paid for in such proportions as may be fixed from time to time by his certificate.

Respectfully submitted,

J. H. POPE, *Acting Min. Rys. and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 9th July, 1883.

On a Memorandum, dated 5th July, 1883, from the Acting Minister of Railways and Canals, representing that under date of 3rd July, inst., the Canadian Pacific Railway Company have submitted a proposition for the completion of the several works remaining to be done on the line between Selkirk and Prince Arthur's Landing, the portion of which, between Selkirk and Telford, was transferred to them by an Order in Council of the 9th April, 1881, and the portion between Telford and Rat Portage by an Order in Council of the 12th of January, 1882.

The Minister further represents that by an Order in Council of the 30th April last, sanction was granted to an arrangement whereby the contractors for Section "B," between Keewatin (a short distance west of Rat Portage) and Eagle River might be enabled to surrender to the Canadian Pacific Railway Company the work still remaining unexecuted, together with the operating of the road east to Prince Arthur's Landing, then conducted by them, the object being the avoidance of the difficulty and danger which would attach to the running of construction and passenger trains under different control, and since the 10th of May last, the Canadian Pacific Railway Company have conducted the traffic accordingly.

The Minister also states that the Company now propose to complete the line, erecting the necessary station buildings and providing the water service, work which, under the 7th section of their contract, rests with the Government; and further, performing such work of bridge and tie renewal, &c., between Prince Arthur's Landing and English River, ballasting and engine house construction, as may be required to complete the road thoroughly and efficiently. These works they undertake to perform for the bulk sum of nine hundred and twenty-six thousand dollars (\$926,000), and under date of the 4th inst., the Chief Engineer has reported, to the effect that the amount named is fair and reasonable, and approximates very closely to his own estimate of the value of the work to be done, and that the contract date for the completion of Section B, between Eagle River and Keewatin, was the 1st of the current month, and this being the latest of all dates fixed for the completion of the works of construction between Rat Portage and Prince Arthur's Landing, it follows that the Company have now the right under the terms of their contract, to expect the whole of this portion of the road at the hands of the Government. In this view, and bearing in mind the impracticability of carrying on the works of operation and construction under other than the one control, the Chief Engineer advises that the offer of the Company be accepted.

The Minister, considering the circumstances of the case and the injurious delays and difficulties which the adoption of any other course would entail, recommends that, in the public interest, authority be given for the acceptance of the offer now made by the Company, the work to be performed, in all respects, to the full satisfaction of the Chief Engineer, and to be paid in such proportion as may be fixed from time to time by his certificate.

The Committee concur in the report of the Acting Minister of Railways and Canals and the recommendation therein, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

OTTAWA, 11th August, 1883.

SIR,—I have the honor, by direction of the Acting Minister of this Department, to request your opinion in relation to a certain agreement made with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway, between Eagle River and Rat Portage, for the surrender to the Government of the works embraced in their contract, together with the privilege of conducting freight traffic over the line from Rat Portage to Prince Arthur's Landing, a privilege granted by Order in Council of the 30th September, 1882, and expiring on the 1st

July, 1883, the date fixed by their contract for the completion of the section referred to, and consequently, for its delivery to the Syndicate under their charter.

In view of the increasing requirements of the freight traffic which it was desirous to meet, and the difficulty and danger of conducting works of construction, under control other than that operating the line, it was considered well that the Canadian Pacific Railway Company should be permitted to assume the work of completing this section, together with the operation of the road east, from Rat Portage to Lake Superior, in time for the opening of navigation, and accordingly, on the 2nd of April last, an Order in Council was issued, giving authority for entry into negotiations with the Syndicate and the contractors, in order to the surrender of the interests and privileges possessed by the latter.

In pursuance of this order, the contractors, on the 10th April, submitted a proposition for such surrender, and on the 30th of that month, based on a report from the Government Chief Engineer, dated the 25th, in which he characterized their proposal as not unreasonable, an order was passed, authorizing its acceptance, and the work and privileges in question were subsequently, on the 10th May last, assumed by the Syndicate.

That one feature of the proposal of the contractors related to the profits which they anticipated would accrue on the work remaining to be done, a proportion of which they consider they should receive, the clause in question running as follows:—

“We think that we should be allowed the usual estimated profit of contractors in such work, viz:—15 per cent. on the work remaining to be done,”—and it being understood, as is shown in the report of the Chief Engineer, dated the 25th April, that the Syndicate would undertake the completion of the work remaining to be done at the contract prices, “less any sums which may have been paid to Messrs. Manning, McDonald, McLaren & Co. upon a settlement on the basis” (their proposal), the item in question was specially embodied in the order authorizing acceptance of the contractor’s proposition.

Owing to the necessity for immediate action, no detailed arrangement was made with the Syndicate at the time of the transfer, but on 3rd July they submitted an offer dealing not only with the whole line from Prince Arthur’s Landing to Selkirk upon which work remained to be done. From the explanatory postscript to the communication of their General Manager, conveying this offer, it will be seen that the Company proposed to do the work over the whole distance named for the bulk sum of \$940,000, which sum he stated was “exclusive of the 15 per cent. deducted from the train-work on Contract 42,” adding as follows: “If this item is to be considered in this connection, the amount should be added to the lump sum, making it \$981,200. I beg to say, also, that the Company will consent to the deduction of \$13,643, being the value of the temporary trestles on Contract 42, where no filling has been done.” The Chief Engineer reported, on the 4th of July, to the effect that with the addition of \$41,200, as representing the 15 per cent. profit on the train filling on Contract 42, the estimate made by the Syndicate was practically the same as his own, and thereupon an order was passed dated 7th ultimo, authorizing the acceptance of the offer of the Syndicate, the amount to be paid being \$926,000, arrived at after deducting from this total estimate, the two items above referred to, it being stipulated that payment should be made in such proportion as may be fixed from time to time by the Chief Engineer’s certificate.

The contractors now ask that payment be at once made them of the amount of their estimated profit, and I am directed to request that you will be pleased to advise whether in view of the several agreements and orders referred to herein, the claim for such payment in advance of the execution of the work is one which can fairly be recognized by the Government.

I have the honor to be, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 14th August, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 11th inst., in which you request an opinion relative to an agreement made with Messrs. Manning, McDonald, McLaren & Co., contractors for Section B of the Canadian Pacific Railway, for the surrender to the Government of their contract and the privilege previously granted them of operating the railway from Prince Arthur's Landing to Rat Portage.

I am asked to express an opinion as to whether or not, in view of the several agreements and orders referred to in your letter, the Government can fairly recognize the claim made by the contractors, that they (the contractors) should be paid the sum agreed to be paid them, on the surrender of their contract, in advance of the execution, by the Canadian Pacific Railway, of the work which, but for the surrender, the contractors would, under their contract, have been obliged to perform.

From the facts stated, I am of opinion that Messrs. Manning, McDonald, McLaren & Co. have now nothing to do with the completion of the works embraced in their contract.

The contract has been rescinded, the works taken over by the Government and a contract made with the Canadian Pacific Railway Company for the completion thereof. Whether the works are ever completed or not, Manning & Co. are equally entitled to be paid the amount they stipulated for in their offer, which was, as it appears, accepted by the Government. I am, therefore, of opinion that the Government can fairly recognize the claim made by the contractors to be paid in advance of the execution of the works by the Canadian Pacific Railway Company.

I have the honor to be, Sir, your obedient servant,
GEO. W. BURBIDGE, *Deputy Minister of Justice.*

A. P. BRADLEY, Secretary Railways and Canals.

ESTIMATE BY ENGINEER OF COST FOR COMPLETION OF SECTION B.

ENGINEER'S DEPARTMENT,
CONTRACT 42, RAT PORTAGE, 19th March, 1883.

SIR,—Herewith I beg to enclose an estimate showing the amount of work yet to be done to complete Contract 42 and put it in good running order. This has been carefully prepared and may be considered full.

You may remember that the contractors were given the option of putting in trestle-work in lieu of embankment at stations 606 and 1050 of first division; the piles already driven assumed to be sufficiently stable for the permanent trestle, but additional spar-piles are required. Of course this would temporarily reduce the cost of the work and save time. Nothing has been done as yet at these places, and in the estimate we have assumed that they are filled in with earth.

Your obedient servant,
J. ST. V. CADDY.

C. SCHREIBER, Engineer-in-Chief.

STATEMENT showing the Amount and Cost of Work required to be done to complete Contract 42 and put it in good running order.

Description of Work.	Quantities.	Rate.		Amount.		Total Amount.
		\$	cts.	\$	cts.	\$ cts.
Clearing	Acres. 10	25	00	250	00	
Grubbing	" 2	75	00	150	00	
Solid rock	Cub. yds. 8,000	1	85	14,800	00	
Loose do	" 60,000	0	75	45,000	00	
Earth excavation (including borrow).....	" 100,000	0	31	31,000	00	
Excavation in off-takes	" 2,000	0	50	1,000	00	
Earth excavation (under water).....	" 400	0	93	372	06	
Extra earth borrow, 241 to 273 miles.....	" 314,000	0	37	116,180	00	
do 273 to 289 "	" 318,000	0	35	111,300	00	
Ballasting.....	" 152,000	0	29	44,080	00	
Extra haul.....	"			10,000	00	
Culvert masonry.....	" 200	9	00	1,800	00	
Rip-rap	" 2,500	3	00	7,500	00	
Under-drains	Lineal ft. 500	0	40	200	00	
Stream tunnels.....	" 54	12	00	648	00	
Square timber in bridges and culverts, 12x12.	" 2,000	0	40	800	00	
do do 9x8..	" 1,500	0	18	270	00	
do do 9x6..	" 2,000	0	16	320	00	
do do 9x4..	" 1,500	0	15	225	00	
Flatted timber do 8 in..	" 3,000	0	15	450	00	
Wrought iron	Lbs. 3,000	0	10	300	00	
Cast do	" 1,000	0	09	90	00	
Points and crossings	Sets. 5	50	00	250	00	
Days' labor and contingencies.....	.....			13,015	00	
						400,000 00

J. ST. V. CADDY, *Engineer in Charge.*

RAT PORTAGE, 19th March, 1883.

OTTAWA, 2nd April, 1883.

DEAR SIR,—In reference to your letter of the 19th ult., showing the work remaining to be executed on Contract 42, and valuing the same at \$400,000, you say the return is full and ample to cover all probable contingencies. What I require is an estimate of the work actually required to complete the contract.

The quantities in the two embankments especially mentioned where temporary trestle work now is, should be given separately, with the cost of making these trestles permanent.

In the present advanced state of the work, you should have no difficulty in arriving at the exact quantities remaining to be done.

Yours truly,

C. SCHREIBER, *Chief Engineer.*

J. ST. V. CADDY, Fort William.

P. S.—You will also note the payment on account of earth filling for temporary bridging. This should appear on the face of the statement as a charge against full embankment.

CANADIAN PACIFIC RAILWAY,

ENGINEER'S DEPARTMENT, CONTRACT 42, RAT PORTAGE, 25th April, 1883.

SIR,—In reply to yours of the 2nd, in regard to my estimate of the cost of completing this contract in accordance with the specification, I beg to say that I have gone over the profile with Mr. Davy, and don't see that I can safely alter the figures, and in support of this conclusion I may say that, as a check on the work, estimates were requested from each of the assistants in charge of second and third divisions, which agreed, practically, with those made up in this office.

I beg to enclose another statement showing the cost, as before, with the amount allowed for temporary trestles deducted, and the cost, if trestles are built, at \$606 and \$1,050, in lieu of embankment.

Your obedient servant,

C. SCHREIBER, Engineer-in-Chief, Ottawa.

J. St. V. CADDY.

STATEMENT showing amount and cost of work yet to be executed to complete Contract 42, in accordance with the specifications. First: if embankment is used at No. 606 and No. 1050; and second: if trestle work is used in lieu of embankment at those points.

Description of Work.	Embankment at No. 606 and No. 1050.			Trestle work at No. 606 and No. 1050.	
	Quantities	Rate.	Cost.	Quantities	Cost.
		\$ cts.	\$ cts.		\$ cts.
Clearing..... Acres.	10	25 00	250 00	10	250 00
Grubbing..... "	2	75 00	150 00	2	150 00
Solid rock..... Cubic yds.	8,000	1 85	14,800 00	8,000	14,800 00
Loose rock..... "	60,000	0 75	45,000 00	60,000	45,000 00
Earth excavation, including borrow..	100,000	0 31	31,000 00	100,000	31,000 00
do in off-takes..... "	2,000	0 50	1,000 00	2,000	1,000 00
do under water..... "	400	0 93	372 00	400	372 00
Extra earth borrow, 241 to 273 Ms...	314,000	0 37	116,180 00	314,000	116,180 00
do 273 to 288..... "	318,000	0 35	111,300 00	240,000	84,000 00
Ballasting..... "	152,000	0 29	44,080 00	151,000	43,790 00
Extra haul..... "			10,000 00		10,000 00
Culvert masonry..... "	200	9 00	1,800 00	200	1,800 00
Rip-rap..... "	2,820	3 00	8,460 00	2,500	7,500 00
Under-drains..... Lineal feet.	500	0 40	200 00	500	200 00
Stream tunnels..... "	54	12 00	648 00	54	648 00
Square timber, 12 x 12..... "	2,000	0 40	800 00	7,878	3,152 20
do 12 x 9..... "		0 35			1,355 20
do 9 x 8..... "	1,500	0 18	270 00	10,732	1,931 76
do 9 x 6..... "	2,000	0 15	320 00	8,200	1,312 00
do 9 x 4..... "	1,500	0 15	225 00	5,308	796 20
do 8 x 6..... "		0 15		6,617	992 55
Flatted timber, 8 in..... "	3,000	0 15	450 00	4,080	612 00
Piles..... "		0 30		9,520	2,856 00
Plank for keys..... B. M.		40 00			82 08
Wrought iron..... Lbs.	3,000	0 10	300 00	19,500	1,950 00
Cast iron..... "	1,000	0 09	90 00	7,600	684 00
Points and crossings..... Sets.	5	50 00	250 00	5	250 00
Days' labour.....	13,015		13,015 00	13,595	13,595 00
Totals.....			400,960 00		386,357 99
Deduct balance of amount allowed on temporary trestles.....			35,034 00		32,174 00
			365,926 00		354,183 99

J. St. V. CADDY, *Engineer in Charge.*

STATEMENT of payments (and dates of payment) to Manning, McDonald, McLaren & Co., contractors for No. 42, Pacific Railway (Section B.)

1879.		\$	c.
July	12.....	3,700	00
August	6.....	10,200	00
September	11.....	12,650	00
October	10.....	16,550	00
November	10.....	23,300	00
December	4.....	29,700	00
1880.		\$	c.
January	12.....	41,550	00
February	13.....	66,450	00

March	4.....	60,800 00
April	5.....	60,500 00
May	8.....	56,200 00
June	5.....	47,700 00
July	3.....	53,300 00
August	4.....	73,600 00
September	4.....	70,900 00
October	6.....	75,600 00
November	10.....	66,800 00
December	6.....	62,600 00
1881.		
January	5.....	49,000 00
February	2.....	74,000 00
"	2.....	80,000 00
March	8.....	93,500 00
April	4.....	100,700 00
"	19.....	47,700 00
"	19.....	52,300 00
May	3.....	85,100 00
June	2.....	63,700 00
July	5.....	69,700 00
August	8.....	71,400 00
September	8.....	61,500 00
October	5.....	71,100 00
November	3.....	51,900 00
December	5.....	73,000 00
1882.		
January	5.....	78,100 00
February	7.....	76,900 00
March	3.....	84,200 00
April	4.....	69,000 00
"	6.....	75,100 00
May	5.....	62,400 00
June	6.....	32,300 00
July	5.....	43,700 00
August	2.....	46,400 00
September	5.....	53,300 00
October	13.....	41,500 00
November	10.....	18,400 00
December	15.....	23,900 00
1883.		
January	17.....	37,300 00
"	17.....	19,489 82
February	10.....	3,900 00
March	22.....	6,400 00
May	11.....	2,800 00
November	22.....	133,918 48
Total.....		\$2,785,708 30
1883.		
		\$ cts.
July	14.....	150,000 00
September	27.....	136,000 00
Total.....		\$286,000 00

RETURN

(31r)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 ;—
For a Copy of a Memorial to His Excellency in Council, signed by
Frank Moberly and W. A. McCallum, on behalf of the Inhabitants of
Neebing, praying for relief with reference to their Bonuses to the
Prince Arthur's Landing and Kaministiquia Railway Company.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
3rd March, 1884.

RETURN

(31s)

To an ADDRESS of the HOUSE OF COMMONS, dated 31st January, 1884 ;—For
Copies of all Correspondence and Agreements between the Govern-
ment and the Canadian Pacific Railway Company, on the subject of
Immigration to Manitoba and the North-West, together with a State-
ment showing the Amount expended by the Company in promoting
such Immigration, giving Amounts paid, with dates, to whom paid,
and nature of service rendered ; Also, estimate of the Company of the
number of persons from Foreign Countries who have actually settled
there in each year since date of Charter.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
8th March, 1884.

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

R E T U R N

(31*t*)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th January, 1883 ;—For Copies of all Correspondence, Reports, and Orders in Council not covered by the Address of last Session, relating to the allowances proposed to be paid to the Canadian Manufacturers of certain goods required by the Canadian Pacific Railway; of all Applications for such allowance, and Correspondence in connection therewith; a Statement of the calculations on which the allowances have been based, and the estimate in detail of the probable sums payable out of the Treasury in respect of each class of goods, assuming them to be made in Canada, to the extent of the Company's requirements, and of the *ad valorem* percentages of all allowances of each such class.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
24th March, 1884.

Secretary of State.

RECAPITULATION.

Bolts and Nuts—	
Paid to Bolt and Iron Co., Toronto.....	\$ 1,980 80
“ Pillow, Hersey & Co.....	885 71
Spikes—	
Paid to Bolt & Iron Co., Toronto.....	6,688 08
“ Peck, Benny & Co.....	10,120 20
Iron Fish-Plates—	
Paid to Ontario Rolling Mill Co.....	4,098 97
Iron and Steel Bridges—	
Paid to Toronto Bridge Co.....	7,992 23
Glass Insulators—	
Claimed by Excelsior Glass Company, Montreal (but not paid)	894 00

With reference to the calculations on which the allowances have been based, they were furnished in reply to an Order of the House last Session, and no change is expected to be made in the quantities then given, except in the one item of “iron fish-plates;” this is accounted for by the fact that the Company are using almost exclusively, on some sections, the “angle” fish-plate, while the computations made by this Department were based upon the ordinary and lighter plate. The quantities required will therefore exceed to some extent the estimate made by this Department. As will be seen, the drawback now being paid on fish-plates is based upon the market value in Great Britain of, say £5 15s. per ton, as against £6 15s. per ton, on which latter basis all drawbacks were paid up to the 21st September, 1883. The rates of all other drawbacks to manufacturers (except iron and steel

bridges) will be found upon the back of the printed claim papers for Canadian Pacific Railway drawback claims. On the bridges mentioned, the rate is 25 per cent. *ad valorem*, less 10 per cent. deduction therefrom—25 per cent. being the rate of duty payable upon such bridge work, if imported into Canada.

J. JOHNSON, *Commissioner*.

CUSTOMS DEPARTMENT, OTTAWA, 18th March, 1884.

OTTAWA, 12th January, 1884.

SIR,—There are now before this Department two claims from Messrs. Peck, Benny & Co. for drawback on certain spikes manufactured and furnished by them to your Company. The bills of lading show the material in question to have been shipped to Sudbury on the dates, respectively, of 7th November and 5th December last. I have to request that you will inform this Department, definitely, as to whether this material is for actual use in the original construction of your main line, as defined by the Act 37 Vic., chap. 14, or whether it is being used in the construction of the branch leading to your terminus at Algoma.

I have the honor to be, Sir, your obedient servant,

W. G. PARMELEE, *Accountant*.

C. DRINKWATER, Esq., Secretary C. P. Ry. Co., Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
PURCHASING DEPARTMENT, MONTREAL, 22nd January, 1884.

SIR,—Replying to yours of January 12th to our Mr. Drinkwater, I referred your enquiry to Mr. Jas. Worthington, Manager of Construction, Sudbury, who replies that the material for ten miles of track on the Algoma Branch was taken from his stock at Sudbury. This would be equivalent to about thirty-seven tons of spikes and eight tons of bolts. The steel fish-plates used were shipped from England by the same parties who furnished the rails, so that no rebate was paid on them. If the Department will permit it, I shall order from Messrs. Peck, Benny & Co. a quantity of railroad spikes, and from Messrs. Pillow, Hersey & Co. a quantity of track bolts, to be paid for at full prices, and upon which they will receive no rebate from the Government, to be shipped to Mr. Worthington for use on the main line line, sufficient to cover the amount used by him on the Algoma Branch; or appropriate deductions may be made from the drawback claims of these two firms now before the Department, if you so prefer it. All the material shipped to Mr. Abbott has been paid for at full prices without drawback, but all the material that Mr. Worthington had on hand was purchased for original construction, and it was our intention to replace any diverted from that purpose for the Algoma Branch.

Please let us have directions as to how you want the matter arranged.

I am, Sir, your obedient servant,

T. G. SHAUGHNESSY, *Purchasing Agent*.

W. G. PARMELEE, *Accountant*, Customs Department.

OTTAWA, 23rd January, 1884.

SIR,—I beg to acknowledge receipt of your letter, dated yesterday, in reply to mine addressed to Mr. Drinkwater, and dated 12th inst. I note your explanation, that a certain portion of the spikes supplied to your Company for the original construction of the main line of your road, and on which duly certified claims for drawback have been made, has been transferred to the contractor on the Algoma Branch, and used by him in the construction of some ten miles of that branch. You state that about 37 tons of spikes and 8 tons of bolts and nuts would have been so used, and as the claims now before this Department, from Messrs. Peck, Benny & Co., cover only 34 tons, 2 cwt., 2 qrs. shipped to Sudbury, I have been obliged to return them to the firm named, and to refuse the drawback, on the ground that they were used as indicated by you. There would still remain to be accounted for—of the 37 tons used on the branch—a balance of 2 tons, 17 cwt. and 2 qrs. of

spikes, as well as the 8 tons of bolts and nuts, and I have to ask that your Company will at once forward to this Department a cheque for the sum of \$177.77, being the amount of drawback erroneously paid on these quantities. I have taken the proportions—as between bolts and nuts—which are given in previous claims of Messrs. Pillow, Hersey & Co., in arriving at the drawback which has been actually paid on the 8 tons used as above mentioned, and find that it amounts to \$134.66, leaving \$43.11 as the drawback on the balance of spikes. This Department cannot, under the provisions of the Act governing this drawback, assent to any substitution of material, as suggested in your letter, and the only way in which the matter can now be adjusted is by a refund from your Company.

I trust, however, that when future claims are being prepared, you will assure yourself that the material has actually been used in the construction of the main line before making oath to that effect.

I have the honor to be, Sir, your obedient servant,
W. G. PARMELEE, *Accountant*.

F. G. SHAUGHNESSY, Purchasing Agent, C.P.R., Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
PURCHASING DEPARTMENT, MONTREAL, 24th January, 1884.

SIR,—As requested in yours of yesterday, I have arranged to send our cheque to-day for \$177.77, being the amount due for drawback on material directed to Algoma Branch, as per our correspondence.

You will notice, however, that the last sentence of your letter, dated 23rd January, places us in a false position, as we make oath, in every case, that the material is “intended to be used” in the construction of the main line of the Canadian Pacific, not that “it has been used.” Our shipments are made in such a way that there is no possibility of construction material being directed for other purposes, except at this one point, where Mr. Worthington is working on both the Algoma Section and main line. He made the mistake there of drawing from his stock at Sudbury, for both purposes, instead of making a special requisition for the bolts and spikes required on the Algoma Branch, but I have called his attention to the error, and it will not be repeated.

I am, Sir, your obedient servant,
T. G. SHAUGHNESSY, *Purchasing Agent*.

W. G. PARMELEE, *Accountant*, Customs Department, Ottawa.

OTTAWA, 26th January, 1884.

SIR,—I have the honor to acknowledge receipt of cheque from your Company for the sum of \$177.77, to refund to this Department amount of drawback over-paid by us on spikes, bolts and nuts furnished to your Company by Canadian manufacturers, but actually used on the Algoma Branch, and not on the main line, as intended. I now enclose voucher, duly completed, but would take this occasion to call your attention to a letter from this Department to Mr. Drinkwater, dated 1st March, 1883, concerning a claim of Messrs. Peck, Benny & Co., per drawback on 225 cases of spikes, and refusing the same on the ground that the material in question appeared, by the bill of lading thereto attached, to have been shipped to Algoma Mills, and presumably to have been used on the Sault Ste. Marie Branch. In order to remove all doubt upon this point, this Department asked for and obtained the opinion of the Department of Justice, and the text of such opinion (favorable to the contention of this Department) was communicated to Mr. Drinkwater by letter, dated 4th May last, in which it is clearly stated that the Algoma Branch and the old (projected) Georgian Bay Branch, are not capable of being considered identical, and that, therefore, no drawback could be paid on material for the construction of such branch. Adverting again to my letter above referred to, of date 1st March last, the following paragraphs will be found therein, viz. :—“ * * Careful examination has been made of the bills of lading accompanying the last claims of these parties (Peck,

Benny & Co.), and has resulted in disclosing that three separate shipments to Algoma Mills were included in the drawback paid; they represent, respectively, 300 cases, drawback \$504.90; 90 cases, drawback \$151.20; and 400 cases, drawback \$672, or a total of \$1,327.20, the return of which amount this Department will expect from your Company * * . There is also a bill of lading, among these forwarded with recent claims by these parties, which reads as though the spikes conveyed by it had been shipped to the Atlantic and North-Western Railway, Mile End; the drawback upon this lot was \$277.20, and the bill of lading is marked in red "for construction;" it is dated 20th October last, and calls for 165 cases spikes. Be good enough to explain what was the ultimate destination of the supplies in question.

No refund of the above mentioned sum of \$1,327.20 has yet been received by this Department, and as the last named claim of \$277.20 may possibly turn out to have been wrongly paid, the amount to be refunded will, perhaps, stand at \$1,604.40.

To enable you to establish this latter point, I beg to send you herewith a copy of the bill of lading received, with claim, and will ask you to inform me, at the earliest possible moment, what was the destination, ultimately, of the 165 cases mentioned, and how they were forwarded. You will doubtless be able to furnish the bills of lading, in continuation, if the spikes were transhipped and forwarded by other cars. Please have the matter investigated and forward necessary cheque.

I am, Sir, yours, &c.,

W. G. PARMELEE, *Accountant.*

W. SUTHERLAND TAYLOR, Treasurer, C. P. Ry., Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
PURCHASING DEPARTMENT, MONTREAL, 13th February, 1884.

SIR,—Referring to yours of 26th January, to our Mr. Taylor, we find, upon investigation, that the spikes shipped to Algoma Mills, as per your memorandum, were paid for on the basis of the Government rebate to the manufacturers, and that the shipment to Mile End was used in the Atlantic and North-West Railway, and voucher has, therefore, been passed to the credit of the Customs Department, Ottawa, amounting to \$1,604.40, covering the full amount of the claim, as per your letter.

I am, Sir, your obedient servant,

T. G. SHAUGHNESSY, *Purchasing Agent.*

MEMO: Company's cheque for \$1,604.40 was duly received by this Dept.

THOS. J. WATTERS, *Asst. Acct.*

W. G. PARMELEE, *Accountant, Customs Dept.*

\$3,956.23.

OTTAWA, 1st May, 1883.

Received from Customs Department the sum of three thousand nine hundred and fifty six and $\frac{22}{100}$ dollars, being drawback on their iron and steel bridges built by the Toronto Bridge Co., and furnished for the original construction of the Canadian Pacific Railway, such bridges being at Chippewa Creek, Duchesnay Creek and Sturgeon Falls, as authorized by Treasury Board, under date 27th April, 1883.

JOB ABBOTT, *President Toronto Bridge Co.*

TREASURY BOARD CANADA, OTTAWA, 28th April, 1883.

SIR,—I have the honor, by direction of the Hon. Treasury Board, to return you the enclosed papers *in re* the application of the Toronto Bridge Company for a drawback of duty on bridges furnished to the Canadian Pacific Railway, and to inform you that it is the decision of the Board that a drawback may be allowed on steel bridges in the same proportions as on iron, and that your Department shall establish the amount of duty paid, and the drawback thereon.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, *Secretary.*

Hon. Minister of Customs.

To the Hon. the Minister of Customs :

Referring to claims herewith of the Toronto Bridge Company, for drawback of \$3,956.23 on bridges furnished the Canadian Pacific Railway Company, and used in original construction on the main line of said road, at Chippewa Creek, Duchesnay Creek and Sturgeon Falls, respectively, 18 $\frac{1}{2}$, 22, and 43 miles west of Callander station :

I beg to report thereon as follows:—That the bridges are said to consist of iron work to the extent of 99,560 lbs., at 5 $\frac{3}{4}$ cents per lb., and 918 lbs. at 3 $\frac{1}{2}$ cents per lb., = \$5,311.10. And of steel work to the extent of 161,724 lbs., at 6 $\frac{1}{2}$ cents, and 30,128 lbs., at 4 $\frac{1}{2}$ cents = \$12,272.13, or a total value of \$17,583.23 ; drawback upon which, at 25 per cent. = \$4,395.80, less 10 per cent., \$439.57 = \$3,956.23 net, as above.

It will be observed that these are not iron bridges, but in reality, steel bridges, the more important and major portions of the structures being of that material, as shown by the details attached to each claim.

On the 27th April, 1881, an Order in Council was passed, authorizing payments of drawback under certain conditions therein named, upon iron bridges.

From a letter written by yourself to Mr. J. H. Bartlett, of Toronto, on the 15th June, 1881, a copy of which is hereto attached, it would appear that the Government had under consideration the question of payment of similar drawback on steel bridges, but I fail to find that any definite action, either by Order in Council or otherwise, with a view to carrying out such an arrangement, was ever taken ; nor can I see how, under the law, it could be, as the Act 44 Vic., chap. 12, under which authority the Canadian Pacific Railway drawbacks were payable, specially enumerated the articles on which such drawback could be paid, among which were iron bridges.

This Act was repealed and replaced by the Act 45 Vic., chap. 7, which also enumerates the articles on which drawback is permitted, and among them are iron bridges again, but in neither of these Acts is any mention made of steel bridges.

By the amended Tariff Act of 1881, "rolled beams, channel, and angle and T iron, steel, or iron and steel" were made dutiable at 12 $\frac{1}{2}$ per cent., though the items relating to bridges and structural work was, and is, still confined to "iron bridges and structural iron work," while "steel in ingots, bars, sheets and coils" has continued up to this time on the free list.

Both the Act and the Order in Council relating to the payment of Canadian Pacific Railway drawback, affirm that the sums payable shall not exceed the amount of Customs duties payable thereon if imported into Canada. The drawback rate was, therefore fixed on the iron bridges at 25 per cent., less 10 per cent. off, 25 per cent. being the rate chargeable under the tariff on iron bridges—and all the iron used in the construction of iron bridges is dutiable—not so in steel bridges—for though the claimants verbally state that the steel used in the construction of the three bridges now in question, "paid duty," yet I take the assertion in a general sense, for an examination of the detailed items in the claims strengthens the impression that some of them would naturally be, and probably were, manufactured from free material. In any event, the value of bridges on which drawback is payable, is to be as prescribed by the Order in Council, determined in each case by the Hon. the Treasury Board. Therefore, the whole matter is beyond the jurisdiction of this Department, and must necessarily be submitted to the Treasury Board for decision : 1st, as to whether (and at what rate) it is desirable, that drawback should be made payable on steel bridges ; if so, then that the necessary steps be taken to legally authorize payment ; and 2nd, as to the value for drawback of such bridges.

Respectfully submitted,

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 18th April, 1883.

OTTAWA, 15th June, 1881.

DEAR SIR,—The Government, having further considered the question of the payment of drawback upon material used in the manufacture of bridges for the Canadian

Pacific Railway, have decided to pay the drawbacks upon said material, whether the same be steel or iron, provided such steel or iron be dutiable.

You will, therefore, read the Order in Council of the 27th April, 1881, as if the words "steel or" preceded the word "iron," in the 9th and 20th lines of said Order in Council.

Yours truly,

J. H. BARTLETT, Toronto, Ont. M. BOWELL.

STATEMENTS AND CLAIMS.

Under authority of the Act 44 Vict., Chap. 12, and of the Order in Council of the 27th April, 1881, relating thereto.

The Toronto Bridge Company, a Manufacturing Corporation, incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$312.79, being amount payable to said Company under the authority above quoted, on 918 pounds of iron bridgework, and 30,128 pounds of steel bridgework, shipped on Grand Trunk Railway cars Nos 6371 and 4,600, on the 1st day of September, A.D., 1882, to the Canadian Pacific Railway Company, Brockville, Ontario.

Said material was shipped from Toronto, as per Schedule "A," and bill of lading hereto attached, and was used in the construction of the 54 x 14 feet plate girder bridge over Chippewa Creek, at about 18½ miles west of Callander Station, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,
JOB ABBOTT, *President and Chief Engineer.*

TORONTO, ONT., April 14th, A.D. 1883.

SCHEDULE "A."

Statement of material shipped by the Toronto Bridge Company on September 1st, 1882, for bridge on Chippewa Creek, about 18½ miles west of Callander Station, on Canadian Pacific Railway, Eastern Division.

For 54 x 14 feet Plate Girder Span.

Car Nos. 6371 and 4600.	Iron. Lbs.	Steel. Lbs.
2 steel girders.....	.....	20,8 0
3 steel floor beams, 8 steel stringers, and 2 steel channels.....	.....	9,003
1 keg rivets.....	.....	245
1 box bolts, 2 bed plates, 2 roller trucks.....	335	
8 iron rods	583	
	918	30,123

Claim estimated as follows :—

30,128 lbs., English plan, steel work, at 4 ⁵ / ₁₀ c. per lb	\$1,355 76
918 lbs., English plan, iron work, at 3 ³ / ₄ c. per lb.....	34 42
	\$1,390 18

Duty on above, at 25 per cent. <i>ad valorem</i>	\$347 54
Less 10 per cent.....	34 75

Amount claimed from the Government	\$312 79
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Toronto Bridge Company.

JOB ABBOTT, *President and Chief Engineer.*

I, Job Abbott, of Montreal, P. Q., do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Co., which company has shops for the manufacture of iron and steel bridges, situate at the City of Toronto, in the Dominion of Canada, and that the 918 pounds of iron bridge work, and 30,128 pounds of steel bridge work, shipped in cars, as shown by schedule "A," and bill of lading attached hereto, and shipped to the Canadian Pacific Railway Company. at Brockville, Ont., as shown in the foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by the said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway, and that the said material was wholly used in the construction of the bridge on the said railway over the Chippewa Creek, about 18½ miles west of Callander Station.

Subscribed and sworn to before me, at Montreal, P.Q., this }
 16th day of April, A. D., 1883. } JOB ABBOTT.
 WILLIAM McLELLAN, N. P.

I, C. Drinkwater, of Montreal, P.Q., Secretary and Treasurer of the Canadian Pacific Railway Company, do make oath and say: That I purchased for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Montreal, P.Q., the 918 pounds of iron bridge work, and 30,128 pounds of steel bridge work, named in the affidavit of Job. Abbott, President and Chief Engineer of said Bridge Company, hereto attached, and that the said material has been, since the 1st day of May, A.D. 1882, made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., Chap. 14, and for no other purpose, having been wholly used in the construction of the bridge on said railway, on the Chippewa Creek, about 18½ miles west of Callander Station.

Subscribed and sworn to before me, at Montreal, P.Q., }
 this 16th day of April, A.D., 1883. } C. DRINKWATER.
 WILLIAM McLELLAN, N. P.

The Toronto Bridge Company, a manufacturing corporation incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$1,183.36 being amount payable to said Company under the authority above quoted, on 53,908 pounds of steel bridgework, and 30,577 pounds of iron bridgework, shipped on Grand Trunk Railway car, No. 8135, on the 22nd day of August, 1882, and also on Grand Trunk cars Nos. 4516, 1397 and 526, on the 24th day of August, A.D., 1882, to the Canadian Pacific Railway Company, Mattawa *via* Brockville, Ontario. Said material was shipped from Toronto as per Schedule marked "A" and bills of lading attached hereto, and was used in the construction of the 105 x 12 feet truss bridge over Duchesnay Creek, about 22 miles west of Callander Station, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,
 JOB ABBOTT, *President and Chief Engineer.*

TORONTO, ONT., April 14th, 1883.

SCHEDULE "A."

Statement of material shipped by the Toronto Bridge Company on August 22nd and 24th, 1882, for truss bridge over Duchesnay Creek, at about 22 miles West of Callander Station on Canadian Pacific Railway, Eastern Division.

For 105 x 12 feet Truss Bridge.

Car No.		Iron. Lbs.	Steel. Lbs.
8135	12 steel tap chord sections and 4 steel rod posts.....		17,780
16	iron diagonal bars and 8 iron bottom chord bars.....	10,900	

Car No.		Iron. Lbs.	Steel Lbs.
4516	1 steel stringer and 38 steel pins.....	.....	3,638
	4 iron bottom chord struts, and 24 iron rods, and 2 roller trucks, 2 iron bed plates and 14 iron stringer braces.....	5,246	
	1 box bolts and 2 kegs spikes.....	511	
1397	7 steel floor beams and 11 steel stringers....	.....	22,250
526	10 steel intermediate posts.....	.....	10,040
	30 iron rods, 16 bottom chord bars and 7 iron struts.....	13,920	
	1 keg rivets.....	.....	200
		<u>30,577</u>	<u>53,908</u>

Claim estimated as follows:—

53,908 lbs., American plan, steelwork, at 6 $\frac{3}{4}$ c. per lb.....	\$3,638 79
30,577 do do ironwork " 5 $\frac{3}{10}$ "	1,620 58

Estimated value of material at shipment.....\$5,259 37

Duty on above, at 25 per cent. *ad valorem*.....\$1,314 84

Less 10 per cent..... 131 48

Amount claimed from Government.....\$1,183 36

Toronto Bridge Company,

JOB ABBOTT, *President and Chief Engineer.*

TORONTO, April 14th, 1883.

I, Job Abbott, of Montreal, P. Q., do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Company, which Company has shops for the manufacture of iron and steel bridges, situate at the City of Toronto, in the Dominion of Canada, and that the 53,908 pounds of steel bridgework, and 30,577 pounds of iron bridgework shipped on cars, as shewn by Schedule "A" and bills of lading attached thereto, and shipped to the Canadian Pacific Railway Company at Mattawa, *vid.* Brockville, Ontario, as shown in foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by the said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway; and that the said material was wholly used in the construction of the bridge on the said railway, over the Duchesnay Creek, about 22 miles west of Callendar Station.

Subscribed and sworn to before me, at Montreal, }

P. Q., this 16th day of April, A. D. 1883,

WILLIAM McLENNAN, Notary Public. }

JOB ABBOTT.

I, C. Drinkwater, of Montreal, P. Q., Secretary and Treasurer of the Canadian Pacific Railway Company, do make oath, and say that I purchased for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Montreal, P. Q., the 53,908 pounds of steel bridge-work, and 30,577 pounds of iron bridge-work named in the affidavit of Job Abbott, President and Chief Engineer of said Bridge Company, hereto attached, and that the said material has been since the 1st day of May, A. D., 1882, made use of by the said Railway Company in the original construction of the main line of said Railway, as defined by the Act 37, Chap, 15, and for no other purpose, having been wholly used in the construction of the bridge on said Railway on the Duchesnay Creek, about 22 miles west of Callendar Station.

Subscribed and sworn to before me, at Montreal, }

P. Q., this 16th day of April, A. D., 1883,

WILLIAM McLENNAN, N. P. }

C. DRINKWATER.

The Toronto Bridge Company, a manufacturing corporation, incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$2,460.08, being amount payable to said Company under the authority above quoted, on 68,983 pounds of iron bridgework and 107,816 pounds of steel bridgework, shipped on Grand Trunk Railway cars, Nos. 5514, 208, 2070, 1534, 2215, on the 18th day of January, A.D. 1883, and also on Grand Trunk Railway cars, Nos. 6816, 4648 and 1554, on the 23rd day of January, A. D. 1883, to the Canadian Pacific Railway Company, Brockville, Ontario. Said material was shipped from Toronto as per Schedule marked "A" and bills of lading hereto attached, and was used in the construction of the 146 x 14 feet truss bridge over Sturgeon River at Sturgeon Falls, Nipissing District, Province of Ontario, on the main line of the Canadian Pacific Railway, about 43 miles west of Callander Station.

Toronto Bridge Company,

JOB ABBOTT, *President and Chief Engineer.*

TORONTO 14th April, 1883.

SCHEDULE "A."

Statement of material shipped by the Toronto Bridge Company on 18th and 23rd January, 1883, for bridge over Sturgeon River, at Sturgeon Falls, Nipissing District, Ontario, on Canadian Pacific Railway—Eastern Division—about 43 miles west of Callander Station.

For 146 x 14 feet. Truss Bridge.

Car No.		Iron. Lbs.	Steel. Lbs.
5514	12 steel intermediate posts .....	.....	24,665
208	40 iron bars and 4 iron rods.....	24,030	
2070	34 iron bars	23,650	
1534	12 steel top sections.....	.....	20,600
2215	16 steel stringers. ....	.....	21,450
6816	9 steel floor beams .....	.....	13,500
	70 iron rods and 6 bars.....	12,750	
4648	4 steel end posts, 4 steel top sections and 2 steel intermediate posts.....	.....	22,670
	4 iron bottom struts.....	2,960	
1554	2 iron roller trucks, 2 bed plates and 18 stringer braces	1,356	
	9 iron top struts, 1 box bolts and 2 casks castings.....	4,237	
	50 steel pins and 1 keg steel rivets.....	.....	4,931
		<u>68,983</u>	<u>107,816</u>

Claim estimated as follows:—

107,816 lbs. American plan, steel work, at 6 $\frac{3}{4}$ c	\$7,277 58
68,983 do do iron do 5 $\frac{3}{4}$ c..	3,656 10

Estimated value of material at shipment..... 10,933 68

Duty on above at 25 per cent. *ad valorem*

Less 10 per cent..... 273 34

Amount claimed from Government..... \$2,460 08

Toronto Bridge Company,

JOB ABBOTT, *President and Chief Engineer.*

TORONTO, 14th April, 1883.

I, Job Abbott, of Montreal, P. Q., do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Company, which Company has shops for the manufacture of iron and steel bridges, situate at the City of Toronto, in the Dominion of Canada, and that the 68,933 pounds of iron bridgework, and 107,816 pounds of steel bridgework shipped on cars, as shown by Schedule "A" and bills of lading attached hereto, and shipped to the Canadian Pacific Railway Company, Brockville, Ontario, as shown in foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by the said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway, and that the said material was wholly used in the construction of the bridge on the said railway, over the Sturgeon River, at Sturgeon Falls, Nipissing District, Province of Ontario, about 43 miles west of Callander station.

Subscribed and sworn to before me, at Montreal,)
P.Q., this 16th day of April, A.D. 1883.)
WILLIAM McLENNAN, N. P.)

JOB ABBOTT.

I, C. Drinkwater, of Montreal, P.Q., Secretary and Treasures of the the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Montreal, the 68,983 pounds of iron bridge work, and 107,816 pounds of steel bridge work, named in the affidavit of Job Abbott, President and Chief Engineer of said Bridge Company, hereto attached, and that the said material has been, since the first day of May, A.D., 1882, made use of by the said Railway Company, in the original construction of the main line of said Railway, as defined by the Act 37 Victoria, chapter 14, and for no other purpose, having been wholly used in the construction of the bridge on said Railway, over the Sturgeon River, at Sturgeon Falls, Nipissing District, Province of Ontario, about 43 miles west of Callander station.

Subscribed and sworn to before me, at Montreal,)
P.Q., this 16th day of April, A.D., 1883.)
WILLIAM McLENNAN, Notary Public.)

C. DRINKWATER.

MEMO: This claim has not been paid up to this date, 17th March, 1884, as conditions of letters hereto attached have not been complied with.

THOS. J. WATTERS, *Assistant Accountant.*

MONTREAL, 7th June, 1883.

SIR,—We send you herewith our claims for drawback on insulators, as per annexed memorandum, amounting to \$894. We shall be glad to receive your cheque for same at your convenience.

Your obedient servant,

EXCELSIOR GLASS CO., Per W. Y.

T. WATTERS, Assistant Accountant, Customs Department, Ottawa.

OTTAWA, 9th June, 1883.

GENTLEMEN,—I have the honor to acknowledge receipt of your favor of 7th inst., covering five claims for drawback on insulators manufactured by you and furnished to the Canadian Pacific Railway Company, for use in the original construction of their telegraph line. I regret that it is beyond the power of this Department to deal with the case in its present shape, and would call your attention to the fact that it is only provided we shall grant such drawback to the extent of the "sums of money which do not exceed the amount of Customs duty that would be payable on such articles, respectively, if imported into Canada." You will readily see, from this provision, that it is absolutely necessary for us to have proper evidence of the value of the insulators in question, and you have offered no evidence of that character—your claims being merely for a return to you of so much duty. I have to inform you that it will

be necessary to procure and forward absolute proof of the value of exactly similar insulators in foreign markets, at the time when your various shipments were made, and when such evidence is furnished, the matter will be laid before the Treasury Board for action. No order has so far been made governing the payment of drawback upon the article in question, for the reason that we have received no such applications as yours, up to the present time; such payments, however, are always based upon an order of that Board, which prescribes the conditions to be observed, and it would be manifestly impossible for this Department to ask for any such order until we are in a position to place before the Board all the necessary details as to values, &c. You will best know how to obtain such data, and immediately upon receipt here of the requisite evidence, the matter will be placed in shape for definite action. You have the dates of your various shipments, and perhaps the best way to meet the case would be to obtain affidavits from proper parties, definitely placing the values which ruled in their several markets on those specific dates. It may be possible that the fluctuation has been very small, but in any case, it will be necessary that we know just what the values were, in order to come to a decision. I might mention that in forwarding any future claims of the same kind, such information as I have here indicated, should be furnished.

I have the honor to be, Gentlemen, your obedient servant,

THOS. J. WATERS, *Assistant Accountant.*

EXCELSIOR GLASS CO., MONTREAL, QUE.

OTTAWA, 14th June, 1883.

GENTLEMEN,—I am in receipt of your favor of yesterday's date, on the subject of "insulators," and must inform you that the certificate of the Purchasing Agent of the C. P. Ry. will not be sufficient for the purposes of the Treasury Board.

Upon looking over my letter of 9th inst., I find that the proof required is clearly set forth, and I can only again suggest that you obtain affidavits from American manufacturers as to the value, in their several markets, and also to the effect that the prices do not vary, but are constant, as stated by you.

I have the honor to be, Gentlemen, your obedient servant,

THOS. J. WATERS, *Assistant Accountant.*

EXCELSIOR GLASS COMPANY, MONTREAL.

STATEMENTS AND CLAIMS

Under authority of the Act 45 Vic., Chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$189, being amount payable to them, under the authority above quoted, on 12,600 insulators contained in packages marked and numbered thus [B] Winnipeg.

Shipped from Montreal to Winnipeg, Man., as per bill of lading attached.

Excelsior Glass Company.

W. YUILE, *President.*

March 20th, 1883.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situated at Montreal, in the Dominion of Canada, and that the said 12,600 insulators, contained in the 126 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. R. Baker, C. P. Railway, at Winnipeg, Man., were within my own personal knowledge wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 28th day of May, 1883. }

JOHN L. CASSIDY, J.P. }

W. YUILE.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Excelsior Glass Company, at Montreal, the 12,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal }
 this 4th day of June, 1883. }
 W. D. M. MARLER, N.P. }

C. DRINKWATER.

The undersigned claim \$210, being amount payable to them, under the authority above quoted, on 14,000 insulators, contained in packages marked and numbered thus [K] Winnipeg

Shipped from Montreal to W. H. Kelson, Winnipeg, Man., as per bill of lading attached.

Excelsior Glass Company,

W. YUILE, *President*.

21st May, 1883.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 14,000 insulators contained in the said 140 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 28th day of May, 1883. }
 JOHN L. CASSIDY, J.P. }

W. YUILE.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from the Excelsior Glass Company, at Montreal, the 14,000 insulators named in the affidavit of W. Yuile hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }
 W. D. M. MARLER, N.P. }

C. DRINKWATER.

The undersigned claim \$195, being amount payable to them under the authority above quoted, on 130 cases of insulators contained in packages marked and numbered thus [K] Winnipeg.

Shipped from Montreal to Winnipeg, Man., as per bill of lading attached.

Excelsior Glass Company,

W. YUILE, *President*.

25th April, 1883.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 13,000 insulators contained in the said 130 packages named in the bill of lading hereto attached, marked and

numbered as above stated and shipped to W. H. Kelson, C. P. Railway, at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }
 JOHN L. CASSIDY, J.P. }

W. YUILE.

I Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Excelsior Glass Company, at Montreal, the 13,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }
 W. D. M. MARLER, N. P. }

C. DRINKWATER.

The undersigned claim \$150.00, being amount payable to them under the authority above quoted, on 10,000 glass insulators, contained in packages marked and numbered thus [B] Winnipeg.

Shipped from Montreal to W. R. Baker, C. P. Ry., Winnipeg, as per bill of lading attached.

Excelsior Glass Company.

26th March, 1883.

W. YUILE, *President*.

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 10,000 insulators contained in the 100 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to R. W. Baker, C. P. Ry., at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of said railway.

Subscribed and sworn to before me at Montreal, }
 this 28th day of May, 1883. }
 JOHN L. CASSIDY, J. P. }

W. YUILE.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Excelsior Glass Company, at Montreal, the 10,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 4th day of June, 1883. }
 W. D. M. MARLER, N. P. }

C. DRINKWATER.

The undersigned claim \$150, being amount payable to them, under the authority above quoted, on 10,000 insulators contained in packages marked and numbered thus [B] Winnipeg.

Shipped from Montreal to W. R. Baker, C. P. R., Winnipeg, as per bill of lading attached.

Excelsior Glass Company,

21st June, 1883.

W. YUILE, *President*

I, William Yuile, of Montreal, do solemnly and truly swear that I am one of the shareholders of an establishment at which are manufactured glass insulators, situate at Montreal, in the Dominion of Canada, and that the 10,000 insulators contained in the 100 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. R. Baker, C. P. Railway, at Winnipeg, Man., were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Excelsior Glass Company to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Montreal, }
 P. Q., this 28th day of May, A. D., 1883, } W. YUILE.
 JOHN L. CASSIDY, J. P.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Excelsior Glass Company, at Montreal, the 10,000 insulators named in the affidavit of William Yuile, hereto attached, and that the said insulators have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 P. Q., this 4th day of June, A. D., 1883, } C. DRINKWATER.
 W. D. M. MARLER, N. P.

\$4,036.00. OTTAWA, 29th May, 1883.

Received from the Customs Department the sum of four thousand and thirty-six dollars, in full for claim for drawback on the steel bridge erected by this Company over the Assiniboine River, at Brandon, Manitoba, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,
 JOHN ABBOTT, *President*.

The decision of the Treasury Board having been communicated to this Department, under date the 22nd April, 1883—*Vide* file 1181-83—to effect that drawback shall be paid on steel bridges, and that this Department shall establish the amount payable, &c.

It would appear from the best information at present obtainable, that the value of the steel bridge built by the Toronto Bridge Company over the Assiniboine, at Brandon, on the main line of the Canadian Pacific Railway, would have been, for that portion built on the American plan, 6 $\frac{3}{4}$ cents per pound, and for that portion built on the English plan, 4 cents per pound.

The quantity sworn to have been used was 230,107 pounds on American plan, and 60,138 pounds on the English plan.

On this basis the drawback payable would be as follows:—

230,107 pounds at 6 $\frac{3}{4}$ cents.....	\$15,532 22
60,138 " 4 "	2,405 52
<hr/>	
Total values.....	\$17,937 74
25 per cent. value.....	4,484 43
Less 10 per cent.....	448 43
<hr/>	
As fixed by Order in Council, 28th April, 1881 = net.	<u>\$4,036 00</u>

J. JOHNSON,
 W. G. PARMELEE.

CUSTOMS DEPARTMENT, OTTAWA, 29th May, 1883.

STATEMENT AND CLAIM.

Under authority of the Act 44 Vic., Chap. 12, and of the Order in Council of 27th April, 1881, and of decision of the Treasury Board of 27th April, 1883, relating thereto.

The Toronto Bridge Company, a manufacturing corporation incorporated under the Statutes of the Province of Ontario, and having its office and works in the City of Toronto, in said Province, claim \$4,165.42 being amount payable to said Company, under the authority above quoted, on 290,245 pounds of steel bridgework shipped on Michigan Central Railway cars, Nos. 1573, 1389, 3135, 3081, and 343, on the 11th day of January, A.D. 1882, to A. B. Stickney, Esq., Superintendent, Western Division Canadian Pacific Railway, Brandon, Manitoba; also, on Michigan Central Railway cars, Nos. 2385, 1617, 1501, 3763, 3561, 2127 and 1127, on the 11th day of March, A.D. 1882, to W. C. Van Horne, Esq., General Manager, Canadian Pacific Railway, Brandon, Manitoba; also, by the American Express Company, on the 13th day of March, A.D. 1882, to W. C. Van Horne, Esq., General Manager, Canadian Pacific Railway, Winnipeg, Manitoba.

Said material was shipped from Toronto as per Schedule marked "A," bills of lading and express receipts attached thereto, and was used in the construction of the 230 x 14 feet swing span, and two 68 x 8 feet girder spans over the Assiniboine River, at Brandon, on the main line of the Canadian Pacific Railway.

Toronto Bridge Company,

JOB ABBOTT, *President.*

TORONTO, ONTARIO, 28th May, 1883.

SCHEDULE "A"

Statement of material shipped by the Toronto Bridge Company on January, 11th, March 11th and 13th, 1882, for a bridge over the Assiniboine River, at Brandon, Manitoba, on Canadian Pacific Railway.

For 230 x 14 feet Swing Span.

	M.C. Cars.	Lbs.
28 stringers	1573	26,344
10 stringers and 12 floor beams	1389	27,682
2 floor beams and turntable mechanism.....	3135	25,560
14 stringers and do do	3081	25,280
Balance of do do	393	15,971
18 chord sections and details and pins	2385	22,006
5 do and 11 posts	1617	24,130
15 do and 3 posts and details.....	1501	29,430
3 do and 16 counter rods and details	{ 3763 }	15,568
	{ 3561 }	
12 posts, 24 stringers and details	{ 2127 }	15,475
	{ 1127 }	
2 lower chord sections.....express		2,661
Total Toronto shipments—swing span		<u>230,107</u>

For two 68 x 8 feet Girder Spans.

	M.C. Cars.	Lbs.
2 68 ft. girders loaded on two cars	3763	29,264
7 cross girders, 24 rods and details	3561	
2 68 ft. girders loaded on two cars.....	2127	20,874
7 cross girders, 24 rods and details	1127	
Total Toronto shipments—girder span.....		60,138

Claim estimated as follows:—

230,107 lbs. American plan steel swing, value 7c. per lb.....	\$16,107 49
60,138 lbs. English plan steel girders, value 4c. per lb.	2,405 52
Estimated value of steelwork at shipment.....	\$18,513 01
Duty on above, at 25 per cent. <i>ad valorem</i>	4,628 25
Less 10 per cent.....	462 83
Amount claimed from Government.....	\$4,165 42

Toronto Bridge Company,
JOB ABBOTT, *President and Chief Engineer.*

TORONTO, ONTARIO, 28th May, 1883.

I, Job Abbott, of Montreal, Province Quebec, do solemnly and truly swear that I am the President and Chief Engineer of the Toronto Bridge Company, which Company has shops for the manufacture of iron and steel bridges, situated at the City of Toronto, in the Dominion of Canada, and that the 290,245 pounds of steel bridge-work shipped on cars and by express, as shown by Schedule bills of lading and express receipt hereto attached, and shipped to the Superintendent of Western Division or General Manager of the Canadian Pacific Railway, at Brandon or Winnipeg, Manitoba, as shown in foregoing statement, were, within my own personal knowledge, wholly manufactured at the shops of the said Bridge Company, and were sold by said Bridge Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway, and that the said material was wholly used in the construction of the bridge on the said railway over the Assiniboine River, at Brandon, Manitoba.

Subscribed and sworn to before me, at Montreal, }
P.Q., this 28th day of May, A.D., 1883. } JOB ABBOTT.
WILLIAM McLELLAN, N. P. }

I, C. Drinkwater, of Montreal, Province of Quebec, Secretary and Treasurer to the Canadian Pacific Railway Company, do make oath and say, that A. B. Stickeny, formerly General Superintendent of the Western Division of the Canadian Pacific Railway, purchased, for and on behalf of the said Railway Company, from the Toronto Bridge Company, at Winnipeg, Manitoba, the 290,245 pounds of steel bridgework named in the affidavit of Job Abbott, President and Chief Engineer of said Bridge Company hereto attached, and that the said material has been, since the 21st day of March, 1882, made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose, having been wholly used in the construction of the bridge on said railway over the Assiniboine River, at Brandon, Manitoba.

Subscribed and sworn to before me at Montreal, }
P.Q., this 28th day of May, A.D., 1883. } C. DRINKWATER.
WILLIAM McLELLAN, N. P. }

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vic, chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper, C. P. Ry.

Shipped from Toronto to Winnipeg as per bill of lading attached, C. V. Ry. car No. 13196, M. C.

The Bolt and Iron Company of Toronto, (Limited.),
Per JOHN LIVINGSTONE, *Manager*.

Toronto, 22nd May, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. Ry., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
this 26th day of May, 1883. }
J. GOLDING, pro Collector. }

JOHN LIVINGSTONE,

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn before me at Montreal, }
this 15th day of June, 1883. }
T. CRAIG, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to the Bolt and Iron Company of Toronto (Limited,) is hereby authorized and cheque No. 7791 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents in full payment of claim, as over.

J. LIVINGSTONE,
Per C. G. BLACK.

25th June, 1883.

The undersigned claim of \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages and marked and numbered thus: W. H. Kelson, Canadian Pacific Railway Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, Credit Valley Railway car No. 5757.

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

Toronto, May 19th, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as

above stated, and shipped to Mr. H. Kelson, Storekeeper Canadian Pacific Railway, Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 19th day of May, 1883. } JOHN LIVINGSTONE.
 J. GOLDING, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company of Toronto, at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 15th day of June, 1883. } THOS. G. SHAUGHNESSY.
 T. CRAIG, J.P. }

Payment of the sum of \$201.60 to The Bolt and Iron Company, Toronto, (Limited), is hereby authorized and cheque No. 7701 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents in full payment of claim, as over.

J. LIVINGSTONE,
 Per C. G. BLACK.

June 25th, 1883.

The undersigned claim \$403.20, being amount payable to us, under the authority above quoted, on 53,760 pounds or railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper, Canadian Pacific Railway.

Shipped from Toronto to Winnipeg, as per bill of lading attached, Wilson Express Line.

The Bolt and Iron Company of Toronto (Limited).

Per JOHN LIVINGSTONE.

TORONTO, 11th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 53,760 pounds of railway spikes, contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 12th day of June, 1883. } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the

said Railway Company, from The Bolt and Iron Company, at Toronto, the 53,760 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 15th day of June, 1883. } THOS. G. SHAUGHNESSY.
 T. CRAIG, J.P. }

Payment of the sum of \$403.20 to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7701 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents in full payment of claim, as over.

J. LIVINGSTONE.

June 25th, 1883.

Per C. G. BLACK.

The undersigned claim \$141.75, as being amount payable to us, under the authority above quoted, on 16,800 pounds of bolts and nuts, contained in packages marked and numbered thus: "The James Worthington Construction Company."

Shipped from Toronto to Mattawa, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

Toronto, 1st June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 16,800 pounds of bolts and nuts, contained in the 150 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to "The James Worthington Construction Company" at Mattawa, Ont., were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 5th day of June, 1883, } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 16,800 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 15th day of June, 1883, } THOS. G. SHAUGHNESSY.
 T. CRAIG, J.P. }

Payment of the sum of \$141.75 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7701 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTEENT, OTTAWA, 20th June, 1883.

Received from the Customs Department of Canada the sum of One hundred and forty one dollars and seventy-five cents, in full payment of claim as over.

June 25th, 1883.

J. LIVINGSTONE,
Per C. G. BLACK.

The undersigned claim \$378, being amount payable to us, under the authority above quoted, on 50,400 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper, C. P. Railway.

Shipped from Toronto to Winnipeg, Man., as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited)
Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 15th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 50,400 pounds of railway spikes, contained in the 300 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal, knowledge wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn before me at Toronto,)
this day of June, 1883.)
J. BEATY, pro Collector.)

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 50,400 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic, chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 18th day of June, 1883.)
T. CRAIG, J.P.)

T. G. SHAUGHNESSY.

Payment of the sum of \$378, to The Bolt and Iron Company, Toronto, (Limited) is hereby authorized and cheque No. 7729 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st June, 1883.

Received from the Custom Department of Canada the sum of Three hundred and seventy-eight dollars, in full payment of claim, as over.

June 25th, 1883.

J. LIVINGSTONE,
per C. G. BLACK.

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vict. Chap. 17, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$453.60, being amount payable to them, under the authority above quoted, on 60,480 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R. [M] in cars 2520, 3092, C. P. R.

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

21st May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 60,480 pounds of wrought spikes contained in the 360 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to James Worthington, at Mattawa, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 60,480 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$453 60, to Peck, Benny & Co, is hereby authorized and cheque No. 7.58 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada the sum of Four hundred and fifty-three dollars and sixty cents, in full payment of claim, as over.

PECK, BENNY & CO.

June 26th, 1883.

The undersigned claim \$226.80, being amount payable to them, under the authority above quoted, on 30,240 pounds of wrought spikes, contained in packages marked and numbered thus : C. P. R. [M] in car 1272, C. P. R.

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

14th May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 30,240 pounds of wrought spikes, contained in the 180 packages named in the Bill of Lading hereto attached, marked and numbered as above stated, and shipped to James Worthington, at Mattawa, were, with my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the

30,240 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes have been, since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P.

Payment of the sum of \$226.80 to Peck, Benny & Co. is hereby authorized, and cheque No. 7758 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada, the sum of Two hundred and twenty-six dollars and eighty cents, in full payment of claim, as over.

PECK, BENNY & CO.

June 26th, 1883.

The undersigned claim \$640.08, being amount payable to them, under the authority above quoted, on 85,344 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R. (W) in cars 3053, 3126, 2844 C. P. R.

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & Co.

28th May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 85,344 pounds of wrought spikes contained in the 508 packages named in the Bill of Lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 85,344 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$640.08 to Peck, Benny & Co. is hereby authorized and cheque No. 7753 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada the sum of Six hundred and forty dollars and eight cents, in full payment of claim, as over.

PECK, BENNY & Co.

26th June, 1883.

The undersigned claim \$640.08, being amount payable to them, under the authority above quoted, on 85,314 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R. [W], in cars 3672, 4385, 1122, C. P. R.

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & CO.

28th May, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a partner in the firm of Peck, Benny & Co, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 85,344 pounds of wrought spikes contained in the 508 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 85,344 pounds of wrought spikes named in affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 19th day of June, 1883. }
 WILLIAM McLENNAN, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$640.08 to Peck, Benny & Co., is hereby authorized and cheque No. 7758 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 22nd June, 1883.

Received from the Customs Department of Canada the sum of Six hundred and forty dollars and eight cents, in full payment of claim, as over.

PECK, BENNY & CO.

June 26th, 1883.

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vict., Chap. 17, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$529.20, being amount payable to us, under the authority above quoted, on 70,560 pounds of railway spikes, contained in packages marked and numbered thus:

Shipped from Toronto to Winnipeg, as per bill of landing attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 29th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 70,560 pounds of railway spikes contained in the 420 pack-

ages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 29th day of June, 1883. } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 70,560 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Viet., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 9th day of July, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J. P. }

Payment of the sum of \$529.20 to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7884 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 13th July, 1883.

Received from the Customs Department of Canada the sum of Five hundred and twenty-nine dollars and twenty cents, in full payment of claim, as over.

MONTREAL, 16th July 1883. JOHN LIVINGSTONE,
 Per C. G. BLACK.

The undersigned claim \$163.84, being amount payable to us, under the authority above quoted, on 22,512 pounds of railway spikes, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Prince Arthur's Landing, as per bill of lading attached. Western Express Line.

The Bolt and Iron Company of Toronto,
 Per JOHN LIVINGSTONE, *Manager.*

TORONTO, 19th June, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,512 pounds of railway spikes contained in the 134 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Prince Arthur's Landing, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 20th day of June, 1883. } JOHN LIVINGSTONE.
 J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 22,512 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway

Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 9th day of July, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J. P. }

Payment of the sum of \$163.84 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7884 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 13th July, 1883.

Received from the Customs Department of Canada the sum of One hundred and sixty-eight dollars and eighty-four cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
 Per C. G. BLACK.

MONTREAL, 16th July, 1883.

The undersigned claim \$315, being amount payable to us, under the authority above quoted, on 42,000 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto,

TORONTO, 22nd June, 1883.

Per JOHN LIVINGSTONE, *Manager*.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that 42,000 pounds of railway spikes contained in the 250 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. Ry., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 22nd day of June, 1883. } JOHN LIVINGSTONE.
 J. BEATTY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 42,000 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic, chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 9th day of July, 1883. } THOS. G. SHAUGHNESSY.
 T. CRAIG, J. P. }

Payment of the sum of \$315 to the Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7884 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 13th July, 1883.

Received from the Customs Department of Canada the sum of Three hundred and fifteen dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,
 Per C. G. BLACK.

Montreal, 16th July, 1883.

The undersigned claim \$159, being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from _____ to Nepigon, as per bill of lading attached.
The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 17th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Nipigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me, at Toronto, }
this 17th day of July, 1883. } JOHN LIVINGSTONE.
J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 23rd day of July, 1883. } THOS. G. SHAUGHNESSY.
T. CRAIG, N. P. }

Payment of the sum of \$189 to the Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7973 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 28th July, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 31st July, 1883.

The undersigned claim \$94.50, being amount payable to us under, the authority above quoted, on 11,200 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Prince Arthur's Landing, as per bill of lading attached.
The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

July 13th, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 11,200 pounds of bolts and nuts contained in the 100 packages named in the bill of lading hereto attached, marked and numbered as

above stated and shipped to John Ross, at Prince Arthur's Landing, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 16th day of July, 1883. }
 J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company from The Bolt and Iron Company (Limited), at Toronto, the 11,200 pound of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 23rd day of July, 1883. }
 T. CRAIG, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$94.50 to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 7973 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 28th July, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and fifty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 31st July, 1883.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE.

TORONTO, 17th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 17th day of July, 1883. }
 J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thos. G. Saughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Bolt and Iron Company, at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said

Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 23rd day of July, 1883. } THOS. G. SHAUGHNESSY.
 T. CRAIG, J.P.

Payment of the sum of \$201.60 to the Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 7973 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant.*
 CUSTOMS DEPARTMENT, OTTAWA, 28th July, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
 MONTREAL, 31st July, 1883. Per C. G. BLACK.

STATEMENTS AND CLAIMS.

Under authority of the Act 45 Vict., chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$202.38, being amount payable to them, under the authority above quoted, on 92,000 pounds of iron fish-plates contained in steamer "Myles."

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 ONTARIO ROLLING MILL CO.

30th May, 1883.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates &c., situate at Hamilton, in the Dominion of Canada, and that the 92,000 pounds of iron fish-plates contained in the steamer "Myles," named in the bill of lading hereto attached, and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me, at Hamilton,)
 this 7th day of June, 1883.) CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Charles Drinkwater, of Montreal, Secretary of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, Ontario, the 92,000 pounds of iron fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said iron fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at the City of }
 Montreal, this 13th day of July, 1883. } C. DRINKWATER.
 W. D. M. MARLER, C. S. C., District, Montreal.

Payment of the sum of \$202.38 to the Ontario Rolling Mill Company, is hereby authorized and cheque No. 7927 enclosed for that purpose.

THOS. J. WATTERS, *Assistant Accountant.*
 CUSTOMS DEPARTMENT, OTTAWA, 19th July, 1883.

Received from the Customs Department of Canada the sum of Two hundred and two dollars and thirty-eight cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 24th July, 1883. CHARLES S. WILCOX.

The undersigned claim \$103.84, being amount payable to them, under the authority above quoted, on 47,210 pounds of iron fish-plates, contained in steamer "Acadia."

Shipped from Hamilton to Prince Arthur's Landing as per bill of lading attached.

July 5th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Co., the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 47,210 pounds of iron fish plates contained in the steamer "Acadia," named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Prince Arthur's Landing, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Hamilton,
this 10th day of July, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 47,210 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 23rd day of July, 1883.

WILLIAM McLENNAN, N.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$103.84 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of One hundred and three dollars and eighty-four cents, in full payment of claim as over.

Ontario Rolling Mill Company.

HAMILTON, August 6th, 1883.

CHAS. S. WILCOX.

The undersigned claim \$57.15, being amount payable to them under the authority above quoted, on 25,980 pounds of iron fish-plates, contained in steamer "Glenfuilas."

Shipped from Hamilton to Winnipeg as per bill of lading attached.

June 22nd, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,980 pounds of iron fish-plates contained in the steamer "Glenfuilas," named in the bill of lading hereunto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 24th day of June, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, Hamilton, the 25,980 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn before me at Montreal, }
 this 23rd day of July, 1883. }
 WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$57.15 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of Fifty-seven dollars and fifteen cents in full payment of claim as over.

Ontario Rolling Mill Company.

CHAS. S. WILCOX.

HAMILTON, 6th August, 1883.

The undersigned claim \$531.09, being amount payable to them, under the authority above quoted, on 241,430 pounds of iron fish-plates, contained in steamer "Myles."

Shipped from Hamilton to Winnipeg as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

June 11th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 241,430 pounds of iron fish-plates contained in the steamer "Myles," named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 14th day of June, 1883. }
 D. McCULLOCH. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 241,430 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 23rd day of July, 1883. }
 WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$531.09 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada, the sum of Five hundred and thirty-one dollars and nine cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
CHAS. S. WILCOX.

HAMILTON, 6th August, 1883.

The undersigned claim \$35.74, being amount payable to them, under the authority above quoted, on 16,250 pounds of iron fish-plates, contained in steamer "Acadia," Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

July 6, 1883.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment, at which are manufactured fish plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 16,250 pounds of iron fish-plates contained in the steamer "Acadia," named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 10th day of July, 1883. }
A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Ontario Rolling Mill Company, at Hamilton, the 16,250 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 23rd day of July, 1883. }
WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$35.74 to The Ontario Rolling Mill Company, is hereby authorized, and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of Thirty-five dollars and seventy-four cents, in full payment of claim, as over.

Ontario Rolling Mill Company;
Per CHAS. S. WILCOX.

HAMILTON, 6th August, 1883.

The undersigned claim \$126.03, being amount payable to them, under the authority above quoted, on 58,275 pounds of iron fish-plates, contained in packages marked and numbered thus: Cars 2046-2240.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

July 9th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of

Canada, and that the 57,275 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Mr. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 11th day of July, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 57,275 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 23rd day of July, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$126.03 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 7994 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 2nd August, 1883.

Received from the Customs Department of Canada the sum of One hundred and twenty-six dollars and three cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

CHAS. S. WILCOX.

HAMILTON, August 6th, 1883.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vict., Chap. 7, and of the Order in Council of 6th December, 1881, relating thereto.

The undersigned claim of \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached, car No. 2319.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

TORONTO, 20th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 23rd day of July, 1883. } JOHN LIVINGSTONE,
 J. BEATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway, do make oath and say, that I purchased, for and on behalf of the said

Railway Company, from The Bolt and Iron Company at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of August, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J.P.

Payment of the sum of \$189 to The Bolt and Iron Company, is hereby authorized and cheque No. 8201 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE.

MONTREAL, 12th September, 1883.

Per C. G. BLACK.

The undersigned claim \$189, being amount payable to us, under the authority above quoted on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached, car 2366.

The Bolt and Iron Company of Toronto,

Per JOHN LIVINGSTONE, *Manager.*

TORONTO, 24th July, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me, at Toronto, }
 this day of July, 1883. } JOHN LIVINGSTONE.
 J. BEATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me, at Montreal, }
 this 1st day of August, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J.P.

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8201 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

MONTREAL, 12th September, 1883.

Per C. G. BLACK.

The undersigned claim \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of track bolts, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, car No. 2123.

The Bolt and Iron Company of Toronto (Limited),
Per ROBERT LEA FEATHERSTONHAUGH.

TORONTO, 11th August, 1883.

I, Robert Lea Featherstonhaugh, of Toronto, do solemnly and truly swear that I am Secretary of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of track bolts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. Ry., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at }
Toronto this 11th day of August, 1883. } ROBT. L. FEATHERSTONHAUGH.
J. BEATY, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 22,400 pounds of track bolts named in the affidavit of Robert Lea Featherstonhaugh, hereto attached, and that the said track bolts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 6th day of September, 1883. } T. G. SHAUGHNESSY,
T. CRAIG, J.P. }

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$189, being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, on car No. 237.

The Bolt and Iron Company (Limited), of Toronto,

Per JOHN LIVINGSTONE, *Manager.*

TORONTO, 16th August, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated,

and shipped to W. H. Kelson, Storekeeper, C.P.R., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 18th day of August, 1883.
 J. BEATY, pro Collector.

JOHN LIVINGSTONE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto (Limited), the 22,400 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883.
 T. CRAIG, J.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$282 55, being amount payable to us under the authority above quoted, on 33,488 pounds of bolts and nuts, contained in packages marked and numbered thus : W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached, cars Nos. 248, 222.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

TORONTO, 25th August, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of the Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 33,488 pounds of bolts and nuts contained in the 299 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C.P.R., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 27th day of August, 1883.
 J. BEATY, pro Collector.

JOHN LIVINGSTONE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 33,488 pounds of bolts and nuts named in the affidavit of John Livingstone, hereto attached, and that the said bolts and nuts are intended to be made use of by the Railway

Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J.P.

Payment of the sum of \$282.55 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and eighty-two dollars and fifty-five cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
 Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited).

Per R. L. FEATHERSTONHAUGH.

TORONTO, 8th August, 1883.

I, R. L. Featherstonhaugh, of Toronto, do solemnly and truly swear that I am Secretary to The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this day of August, 1883. } R. L. FEATHERSTONHAUGH.
 J. BEATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company of Toronto (Limited), the 26,880 pounds of railway spikes named in the affidavit of R. L. Featherstonhaugh, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined, by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 T. CRAIG, J.P.

Payment of the sum of \$201.60 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
 Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$168.84, being amount payable to us, under the authority above quoted, on 22,512 pounds of railway spikes, contained in packages marked and numbered thus : John Ross, Nepigon.

Shipped from Humber to Toronto, as per bill of lading attached, car No. 8407, G. T. Ry.

The Bolt and Iron Company of Toronto (Limited),
Per ROBERT L. FEATHERSTONHAUGH.

I, Robert Lea Featherstonhaugh, of Toronto, do solemnly and truly swear that I am Secretary of The Bolt and Iron Company of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,512 pounds of railway spikes contained in the 134 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at }
Toronto this 10th day of August, 1883. }

R. L. FEATHERSTONHAUGH.

J. BEATTY, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 22,512 pounds of railway spikes named in the affidavit of Robert Lea Featherstonhaugh, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn before me at Montreal }
this 6th day of September, 1883. }

T. G. SHAUGHNESSY.

T. CRAIG, J. P.

Payment of the sum of \$168.84 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received for the Customs Department of Canada the sum of One hundred and sixty-eight dollars and eighty-four cents, in full payment of claim, as over.

JOHN LIVINGSTONE,

Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$252, being amount payable to us under the authority above quoted, on 33,600 pounds of railway spikes, contained in packages marked and numbered thus : W. H. Kelson, Storekeeper.

Shipped from Humber to Winnipeg, as per bill of lading attached, car 25043 (G. T. R.)

The Bolt and Iron Company of Toronto (Limited),
Per JOHN LIVINGSTONE, *Manager*.

TORONTO, 21st August, 1883.

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 33,600 pounds of railway spikes contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establish-

ment and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this day of August, 1883. }
 J. GOLDING, pro Collector. }

JOHN LIVINGSTONE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto (Limited), the 33,600 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. }
 T. CRAIG, J. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$252 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and fifty-two dollars, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 12th September, 1883.

The undersigned claim \$201.60, being amount payable to us, under the authority above quoted, on 26,880 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Humber to Winnipeg, as per bill of lading attached, car No. 3920.

The Bolt and Iron Company, Toronto (Limited),

TORONTO, 27th August, 1883.

JOHN LIVINGSTONE, *Manager.*

I, John Livingstone, of Toronto, do solemnly and truly swear that I am Manager of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 26,880 pounds of railway spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 27th day of August, 1883. }
 J. BEATY, pro Collector. }

JOHN LIVINGSTONE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 26,880 pounds of railway spikes named in the affidavit of John Livingstone, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. }
 T. CRAIG, J. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8202 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

JOHN LIVINGSTONE,
Per C. G. BLACK.

MONTREAL, 12th September, 1883.

OTTAWA, 14th September, 1883.

GENTLEMEN,—I am in receipt of certain claim papers for drawback upon fish-plates, furnished by your Company to the Canadian Pacific Railway authorities, under contract of 7th April last. As the price of these plates has greatly decreased since the fixing of our rate of £6 15s. per ton, as the basis of drawback, I shall be unable to forward cheque until I have an opportunity of seeing the Hon. the Minister of Customs upon the subject. He is at present in the West, but immediately upon his return the matter will be dealt with.

I am, Gentlemen, your obedient servant,

W. G. PARMELEE, *Accountant*.

The Ontario Rolling Mill Company, Hamilton, Ont.

OTTAWA, 21st September, 1883.

GENTLEMEN,—Adverting to my letter to you of recent date, on the subject of adjustment of your last claims for drawback on fish-plates furnished to the Canadian Pacific Railway Company, I have to inform you that after consultation with the Hon. the Minister of Finance (who is acting Minister of Customs) it has been decided, in view of recent invoices and those of earlier dates, during the period within which your contract of 7th April was made, that a fair rate per ton would be £5 15s, or say, \$28; and on that basis I have adjusted the last eight claims received from you. I now beg to send you, through the Collector at your port, a cheque for \$1,260.91, being in full of drawback at the reduced rate named in the above mentioned claims, instead of the sum of \$1,479.19, as claimed; and have to ask that you will have all future claims made out upon that basis, as by doing so you will greatly expedite payment, this branch being too much pressed with other work to be able to devote time to altering the figures on each individual claim preferred.

I am, Gentlemen, your obedient servant,

W. G. PARMELEE, *Accountant*.

Messrs. The Ontario Rolling Mill Company, Hamilton, Ont.

STATEMENTS AND CLAIMS.

Under the authority of 45 Vict., Chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$93.18, being amount payable to them, under the authority above quoted, on 49,680 pounds of iron fish-plates, contained in packages marked and numbered thus: cars, 2406 and 2337.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

July 11th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, situate at Hamilton in the Dominion of Canada, and that the 49,680 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated

and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 26th day of July, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, Ont., the 49,630 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$93.18 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 823 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of Ninety-three dollars and eighteen cents, in full payment of claims as over.

Ontario Rolling Mill Company,

HAMILTON, 14th April, 1883.

Per H. H. W.

The undersigned claim \$210.19, being amount payable to them, under the authority above quoted, on 112,130 pounds of iron fish-plates, contained in cars numbered thus: 2404, 2307, 2322, 2410.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

27th July, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 112,130 pounds of iron fish-plates contained in the four cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 30th day of July, 1883. } CHARLES S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, Hamilton, the 112,130 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$210.19 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of Two hundred and ten dollars and nineteen cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th Sept., 1883.

Per H. H. W.

The undersigned claim \$159.18, being amount payable to them, under the authority above quoted, on 84,845 pounds of iron fish-plates, contained in cars marked and numbered thus: 2316, 2417, 2381.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.

13th August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 84,845 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 17th day of August, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 84,845 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 6th day of September, 1883.

WILLIAM McLENNAN, N.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$159.18 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-nine dollars and eighteen cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th September, 1883.

Per H. H. W.

The undersigned claim \$157.87, being amount payable to them under the authority above quoted, on 84,205 pounds of iron fish-plates, contained in cars numbered thus: 2448, 2327, 2337.

Shipped from Hamilton to Maza Ramah as per bill of lading attached.

15th August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, Ont., do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of

Canada, and that the 84,205 pounds of iron fish plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Maza Ramah, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 21st day of August, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 84,205 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$157.87 to the Ontario Rolling Mill Company is hereby authorized and cheque No. 8,282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-seven dollars and eighty-seven cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th September, 1883.

Per H. H. W.

The undersigned claim \$157.68, being amount payable to them, under the authority above quoted, on 84,085 pounds of iron fish-plates, contained in cars numbered thus: 2186, 2303, 2397.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 22nd August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 84,085 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 25th day of August, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 84,085 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$157.68 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-seven dollars and sixty-eight cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 24th September, 1883.

Per H. H. W.

The undersigned claim \$160.50, being amount payable to them, under the authority above quoted, on 85,620 pounds of iron fish-plates, contained in cars numbered thus: 2,305, 2,314, 2,337.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.
27th August, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 85,620 pounds of iron fish plates, contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of August, 1883.
A. MacKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Ontario Rolling Mill Company, at Hamilton, the 85,620 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 6th day of September, 1883.
WILLIAM McLENNAN, N.P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$160.50 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and sixty dollars and fifty cents in full payment of claim as over.

ONTARIO ROLLING MILL COMPANY,

HAMILTON, 24th September, 1883.

Per H. H. W.

The undersigned claim \$160.68, being amount payable to them, under the authority above quoted, on 85,720 pounds of iron fish plates, contained in cars numbered thus: 2301, 2377, 2327.

Shipped from Hamilton to Maza Ramah, as per bill of lading attached.
August 29th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at

which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 85,720 pounds of iron fish-plates contained in the three cars named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Maza Ramah, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 3rd day of September, 1883. } CHARLES S. WILCOX.
 A. MacKENZIE, Surveyor. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, Hamilton, the 85,720 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$160.68 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8,282 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of One hundred and sixty dollars and sixty-eight cents, in full payment of claim, as over.

ONTARIO ROLLING MILL COMPANY,
 HAMILTON, 24th September, 1883. Per H. H. W.

The undersigned claim \$161.63, being amount payable to them under the authority above quoted on 86,140 pounds of iron fish-plates contained in cars numbered thus: 2441, 2417, 2352.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 August 31st, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 86,140 pounds of iron fish plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 3rd day of September, 1883. } CHAS. S. WILCOX.
 A. MacKENZIE, Surveyor. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Ontario Rolling Mill Company, Hamilton, the 86,140 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said railway com-

pany in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 6th day of September, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$161.63 to The Ontario Rolling Mill Company is hereby authorized, and cheque No. 8282 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 21st September, 1883.

Received from the Customs Department of Canada the sum of one hundred and sixty-one dollars and sixty-three cents, in full payment of claim as over.

ONTARIO ROLLING MILL COMPANY.

HAMILTON, 24th September, 1883.

Per H. H. W.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council of the 6th December, 1881, relating thereto.

The undersigned claim \$94.26, being amount payable to us, under the authority above quoted, on 11,200 pounds of iron track bolts, contained in packages marked and numbered thus: 50 casks track bolts, $3\frac{1}{2} \times \frac{3}{4}$, mark C. P. R., (M).

Shipped from Montreal to Jas. Worthington, Mattawa, Ont., as per bill of lading attached. Montreal, 27th Sept., 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track bolts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track bolts contained in the fifty packages named in the bill of lading hereto attached, marked and numbered as above and stated and shipped to Jas. Worthington, at Mattawa, Ont., were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of Sept., 1883. } RANDOLPH HERSEY.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of bolts named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts have been since the 21st day of March, 1881, or are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J. P.

Payment of the sum of \$94.26 to Pillow, Hersey & Co., is hereby authorized and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of ninety-four dollars and twenty-six cents in full payment of claim, as over.

MONTREAL, 12th Oct., 1883.

PILLOW, HERSEY & CO.

The undersigned claim \$94.26, being amount payable to us under the authority above quoted; on 11,200 pounds of iron track-bolts contained in packages marked and numbered thus: 50 casks track-bolts, $3\frac{1}{2} \times \frac{3}{4}$, C. P. R., Port Arthur.

Shipped from Montreal to John Ross, Port Arthur, as per bill of lading attached. MONTREAL, 21st September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Company, the proprietors of an establishment at which are manufactured iron track-bolts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track bolts contained in the 50 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 25th day of September, 1883. } RANDOLPH HERSEY.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Pillow, Hersey & Company, at Montreal, the 11,200 pounds of bolts and nuts, named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J. P.

Payment of the sum of \$94.26 to Pillow, Hersey & Company, is hereby authorized and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of ninety-four dollars and twenty-six cents in full payment of claim as over.

Montreal, 12th October, 1883.

PILLOW, HERSEY & COMPANY.

The undersigned claim \$94.26 being amount payable to us under the authority above quoted on 11,200 pounds of iron track-bolts, contained in packages marked and numbered thus: 50 casks track bolts, $3\frac{1}{2} \times \frac{3}{4}$ mark C.P.R., M. Bay.

Shipped from Montreal, Q., to John Ross, Mazo Ramah Bay, as per bill of lading attached. Montreal, 15th September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron-track bolts, &c., &c., situate at Montreal, Que., in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts contained in the (50) fifty packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Mazo Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Pillow, Hersey & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 15th day of September, 1883. } RANDOLPH HERSEY.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf

of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of bolts and nuts named in the affidavit of Randolph Hersey. Hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J.P.

Payment of the sum of \$94.26 to Pillow, Hersey & Co. is hereby authorized, and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada, the sum of Ninety-four dollars and twenty-six cents, in full payment of claim, as over.

MONTREAL, 12th October, 1883.

PILLOW, HERSEY & CO.

The undersigned claim \$94.26, being amount payable to them, under the authority above quoted, on 11,200 pounds iron bolts, contained in packages marked and numbered thus: 50 casks track-bolts $3\frac{1}{2} \times \frac{3}{4}$, C. P. R., Port Arthur.

Shipped from Montreal to John Ross, Port Arthur, as per bill of lading attached. 11th September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a partner in the firm of Pillow, Hersey & Company, the proprietors of an establishment at which are manufactured iron track bolts, etc., situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts contained in the fifty packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Pillow Hersey & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and Sworn to before me at Montreal, }
 this 13th day of September, 1883. } RANDOLPH HERSEY.
 J. DUNNE, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Pillow Hersey & Company, at Montreal, the 11,200 bolts and nuts named in the affidavit of Randolph Hersey hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } T. G. SHAUGHNESSY.
 W. CLENDENNING, J.P.

Payment of the sum of \$94.26 to Pillow, Hersey & Company, is hereby authorized and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and twenty-six cents, in full payment of claim, as over.

12th October, 1883.

PILLOW HERSEY & COMPANY.

The undersigned claim \$94.26, being amount payable to them, under the authority above quoted, on 11,200 pounds of iron bolts, contained in packages marked and numbered thus: 50 casks track-bolts, $3\frac{1}{2} \times \frac{3}{4}$, C. P. R. (M. Bay).

Shipped from Montreal to John Ross, Mazo Ramah Bay, Ont., as per bill of lading attached. 1st September, 1883.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a partner in the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track-bolts, &c., situate at Montreal, Que., in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts contained in the fifty packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Mazo Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Pillow, Hersey & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 11th day of September, 1883. } RANDOLPH HERSEY.
 J. CRISPO, pro Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J.P.

Payment of the sum of \$94.26, to Pillow, Hersey & Co., is hereby authorized, and cheque No. 8435 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 9th October, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and twenty-six cents, in full payment of claim, as over.

MONTREAL, 12th October, 1883.

PILLOW, HERSEY & CO.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45, Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$159.81, being amount payable to them under the authority above quoted on 85,230 pounds of iron fish-plates contained in cars numbered thus: 2388, 2325, 2184.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.

1st September, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 85,230 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered, as above stated, and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 7th day of September, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, Hamilton, the 85,230 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.
W. CLENDENNING, J.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$159.81 to The Ontario Rolling Mill Company is hereby authorized and cheque No. 8,563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*,

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-nine dollars and eighty one cents, in full payment of claim as over.

ONTARIO ROLLING MILL COMPANY,

Per CHAS. S. WILCOX.

HAMILTON, 31st October, 1883.

The undersigned claim \$160.22, being amount payable to them, under the authority above quoted, on 85,450 pounds of iron fish-plates, contained in cars numbered thus: 2395, 2339, 2434.

Shipped from Hamilton to Mazo Ramah, as per bill of lading attached.

ONTARIO ROLLING MILL CO.

September 4th, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ont. Rolling Mill Co., the proprietors of an establishment at which are manufactured fish-plates, situate at Hamilton, in the Dominion of Canada, and that the 85,450 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Mazo Ramah, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Co. to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 7th day of Sept., 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Ontario Rolling Mill Co., at Hamilton, the 85,450 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 1st day of October, 1883.
W. CLENDENNING, J.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$160.22, to Ontario Rolling Mill Co., is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of one hundred and sixty dollars and twenty-two cents, in full payment of claim, as over,

ONTARIO ROLLING MILL COMPANY,
CHAS. S. WILCOX, *Secretary*.

HAMILTON, 31st October, 1883.

The undersigned claim \$26.61, being amount payable to them under the authority above quoted on 14,190 pounds of iron fish-plates, contained in car numbered thus: 2300.

Shipped from Hamilton to Port Arthur, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

5th September, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 14,190 pounds of iron fish-plates contained in the one car named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 10th day of September, 1883.

A. MACKENZIE, Surveyor.

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Ontario Rolling Mill Company, at Hamilton, the 14,190 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 1st day of October, 1883

W. CLENDENNING.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$26.61 to The Ontario Rolling Mill Company is hereby authorized, and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of Twenty-six dollars and sixty-one cents, in full payment of claim as over.

Ontario Rolling Mill Company,
CHAS. S. WILCOX, *Secretary*.

HAMILTON, 31st October, 1883.

The undersigned claim \$132.60, being amount payable to them, under the authority above quoted, on 70,720 pounds of iron fish-plates, contained in cars numbered thus: 2016, 2138, 2394.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

5th September, 1883.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 70,720 pounds of iron fish-plates contained in the three cars named

in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 10th day of September, 1883. }
 A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 70,720 pounds of fish-plates named in the affidavit of Charles S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. }
 W. CLENDENNING, J.P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$132.60 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and thirty-two dollars and sixty cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

CHARLES S. WILCOX, *Secretary*.

Hamilton, 1st October, 1883.

The undersigned claim \$106.25, being amount payable to them, under the authority above quoted, on 56,670 pounds of iron fish-plates, contained in cars numbered thus: 2232 and 2176.

Shipped from Hamilton to W. H. Kelson, Winnipeg, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

13th September, 1883.

I, H. H. Willard, of Hamilton, do solemnly and truly swear that I am a member of Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 56,670 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Hamilton, }
 this 18th day of September, 1883. }
 D. McCULLOCH, Collector. }

H. H. WILLARD.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 56,670 pounds of fish-plates named in the affidavit of H. H. Willard, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company

in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } THOS. G. SHAUGHNESSY.
 W. CLENDENNING, J. P. }

Payment of the sum of \$106.25, to Ontario Rolling Mill Company is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and six dollars and twenty-five cents in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 31st October, 1883.

Per C. S. WILCOX, *Secretary.*

The undersigned claim of \$133.14 being amount payable to them under the authority above quoted on 71,010 pounds of iron fish-plates contained in cars numbered thus: Nos. 2341, 2214, 2111.

Shipped from Hamilton to W. H. Kelson, Winnipeg, as per bill of lading attached.

11th September, 1883.

ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 71,010 pounds of iron fish-plates contained in the three cars named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Ontario Rolling Mill Company, to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 15th day of September, 1883, } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company from the Ontario Rolling Mill Company at Hamilton, the 71,010 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 1st day of October, 1883. } T. G. SHAUGHNESSY.
 W. CLENDENNING, J. P. }

Payment of the sum of \$133.14 to the Ontario Rolling Mill Company is hereby authorized and cheque No. 8563 enclosed for that purpose.

W. H. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and thirty-three dollars and fourteen cents, in full payment of claim as over.

Ontario Rolling Mill Company,

HAMILTON, 31st October, 1883.

Per C. S. WILCOX, *Secretary.*

STATEMENTS AND CLAIMS.

Under the authority of the Act 45, Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$176.40, being amount payable to us under the authority above quoted, on 23,520 pounds of railway spikes, contained in packages marked and numbered thus : John Ross.

Shipped from Humber to Nipigon, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

TORONTO, 11th September, 1883.

JOHN LIVINGSTONE.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear, that I am clerk of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Nipigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
this 12th day of September, 1883. }
J. GOLDING, pro Collector. }

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 23,520 pounds of spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 1st day of October, 1883. }
W. CLENDENNING, J. P. }

THOS. G. SHAUGHNESSY.

Payment of the sum of \$176.40 to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8467 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 11th October, 1883.

Received from the Customs Department of Canada the sum of one hundred and seventy-six dollars and forty cents, in full payment of claim as over.

The Bolt and Iron Company.

Toronto, 15th October, 1883.

Per H. REEVE.

The undersigned claim \$151.20, being amount payable to us, under the authority above quoted, on 20,160 pounds of railway spikes, contained in packages marked and numbered thus : W. H. Kelson, storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited).

TORONTO, 4th October, 1883.

Per JOHN LIVINGSTONE, *Manager*.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 20,160 pounds of railway spikes contained in the 120 packages named in the bill of lading hereto attached, marked and numbered

as above stated and shipped to W. H. Kelson, storekeeper at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 20,160 pounds of railway spikes named in the affidavit of H. I. Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$151.20 to the Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8566 enclosed for that purpose.
 W. E. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of hundred and fifty-one dollars and twenty cents, in full payment of claim as over.
 TORONTO, 30th October, 1883. JOHN LIVINGSTONE, *Manager.*

The undersigned claim \$176.40, being amount payable to us, under the authority above quoted, on 23,520 pounds of railway spikes, contained in packages marked and numbered thus: W. H. Kelson.

Shipped from Toronto to Winnipeg, M., as per bill of lading attached.
 The Bolt and Iron Company of Toronto (Limited.)
 TORONTO, 4th October, 1883. Per JOHN LIVINGSTONE.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. R., at Winnipeg, M., were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, of Toronto, (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$176.40, to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim, as over.

TORONTO, 30th October, 1883.

JOHN LIVINGSTONE, *Manager*.

The undersigned claim \$214.20, being amount payable to us under the authority above quoted on 28,560 pounds of railway spikes contained in packages marked and numbered thus: W. H. Kelson, Storekeeper.

Shipped from Toronto to Winnipeg as per bill of lading attached, car No 16507
G. T. R.

The Bolt and Iron Company (Limited) of Toronto,

Per JOHN LIVINGSTONE.

TORONTO, 3rd October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent for the Bolt and Iron Company, of Toronto, (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 28,560 pounds of railway spikes contained in the 170 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, Storekeeper, C. P. R. at Winnipeg, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 4th day of October, 1883.

J. BEATY, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from The Bolt and Iron Company at Toronto, the 28,560 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 24th day of October, 1883.

WILLIAM McLENNAN, N. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$214.20, to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October 1883.

Received from the Customs Department of Canada, the sum of Two hundred and fourteen dollars and twenty cents in full payment of claim as over.

JOHN LIVINGSTONE.

Toronto, 30th October, 1883.

The undersigned claim \$176.40, being amount payable to us under the authority above quoted on 23,520 pounds of railway spikes contained in packages marked and numbered thus: W. H. Kelson, Winnipeg, Man.

Shipped from Toronto to Winnipeg, Man., as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN LIVINGSTONE.

TORONTO, 4th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, Storekeeper, C. P. R., at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Bolt and Iron Company, Toronto, (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } T. G. SHAUGHNESSY.
 WILLIAM MCLENNAN, N.P.

Payment of the sum of \$176.40 to The Bolt and Iron Company, Toronto, (Limited), is hereby authorized and cheque N. 8,566 enclosed for that purpose.
 W. G. PARMBLEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim as over.

JOHN LIVINGSTONE.

TORONTO, 30th October, 1883.

The undersigned claim \$151.20, being amount payable to us, under the authority above quoted, on 20,160 pounds of railway spikes, contained in packages marked and numbered thus: John Ross, Nepigon.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

Per JOHN McWILLIAMS, *Treasurer*.

TORONTO, 6th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of The Bolt and Iron Company, Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 20,160 pounds of railway spikes contained in the 120 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 6th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 20,160 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto

attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$151.20 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and fifty-one dollars and twenty cents, in full payment of claim, as over.

JOHN LIVINGSTONE, *Manager.*

TORONTO, 30th October, 1883.

The undersigned claim \$189 being amount payable to us, under the authority above quoted, on 22,400 pounds of bolts and nuts contained in packages marked and numbered thus: W. H. Kelson, storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),
 Per JOHN LIVINGSTONE.

TORONTO, 4th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, storekeeper at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 4th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company at Toronto, the 22,400 pounds of bolts and nuts, named in the affidavit of Henry Irving Reeve, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$189 to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of one hundred and eighty-nine dollars, in full payment of claim as over.

JOHN LIVINGSTONE, *Manager.*

TORONTO, 30th October, 1883.

The undersigned claim \$189.00, being amount payable to us under the authority above quoted on 22,400 pounds of bolts and nuts contained in packages marked and numbered thus: W. H. Kelson, storekeeper.

Shipped from Toronto to Winnipeg, as per bill of lading attached.

The Bolt and Iron Company of Toronto.

TORONTO, 4th October, 1883.

Per JOHN LIVINGSTONE.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 22,400 pounds of bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to W. H. Kelson, storekeeper, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 4th day of October, 1883.

J. BEATY, Collector.

HENRY IRVING REEVE.

I, Thos. G. Shaughnessy, of Montreal, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Bolt and Iron Company, at Toronto, the 22,400 pounds of bolts and nuts named in the affidavit of Henry Irving Reeve, hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal
this 24th day of October, 1883.

WILLIAM McLENNAN, N.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$189.00 to The Bolt and Iron Company, Toronto, (Limited), is hereby authorized, and cheque No. 8566 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 26th October, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars, in full payment of claim as over.

TORONTO, 30th October, 1883.

JOHN LIVINGSTONE, *Manager*.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45, Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$201.60, being amount payable to ourselves under the authority above quoted on 26,880 pounds of wrought spikes, contained in packages marked and numbered thus: C.P.R., for construction in car No. 6463, G.E.L. (160 cases.)

Shipped from Montreal to Winnipeg as per bill of lading attached.

15th October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages, named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co.

to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to Peck, Benny & Co. is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.
MONTREAL, 7th November, 1883. PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., (G. B.) for construction cars Nos. G. T. R. 3192, 5090 (320 cases.)

Shipped from Montreal to Grand Bay, as per bill of lading attached.

October 13th, 1883.

PECK, BENNY & CO.

I James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Grand Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of March, 1883.
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th Nov., 1883.

Received from the Customs Department of Canada the sum of four hundred and three dollars and twenty cents in full payment of claim, as over.

MONTREAL, 7th Nov., 1883.

PECK, BENNY & CO.

The undersigned claim \$506.10, being amount payable to ourselves under the authority above quoted, on 67,480 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R. Nepigon for construction, cars Nos. G. E. L. 4627, 11583, N. and M., 3872, (11 casks, 224 pounds each and 387 cases 168 pounds.)

Shipped from Montreal to Nepigon, as per bill of lading attached.
12th October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal in the Dominion of Canada, and that the 67,480 pounds of wrought spikes contained in the 398 packages named in the bill of lading, hereto attached, marked and numbered as above stated, and shipped to Canadian Pacific Railway at Nepigon, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883. }
M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 67,480 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883. }
WILLIAM McLENNAN, N. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$506.10 to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Five hundred and six dollars and ten cents in full payment of claim as over.

Montreal, 7th November, 1883.

PECK, BENNY & COMPANY.

The undersigned claim \$201.60, being amount payable to ourselves, under the authority above quoted, on 26,880 pounds of wrought spikes, contained in packages marked and numbered thus: C.P.R., M. for construction, No. G.T.R. 6463, (160 cases.)

Shipped from Montreal to Winnipeg, as per bill of lading attached.
October 11th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages named in

the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P.

Payment of the sum of \$201.60, to Peck, Benny & Co., is hereby authorized, and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883. PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves under the authority above quoted on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus, C. P. R., G. B., Lake Superior, cars Nos., G. W. R. 2,229; G. E. L. 9,592 (320 cases.)

Shipped from Montreal to Winnipeg as per bill of lading attached.
 10th October, 1883. PECK, BENNY & CO.

I, James Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway at Gravel Bay, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., Chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$403.20 to Peck, Benny & Co. is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of four hundred and three dollars and twenty cents in full payment of claim as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$201.60, being amount payable to ourselves, under the authority above quoted, on 26,880 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., M. for construction, car No. N. Y. C. and H. R., 2716 (160 cases)

Shipped from Montreal to Winnipeg, as per bill of lading attached.
5th October, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883. }
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$201.60, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and one dollars and sixty cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$270.90, being amount payable to ourselves under the authority above quoted on 36,120 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Port Arthur for construction, car Nos. G. W. R. 305, G. E. L. 4267.

Shipped from Montreal to Port Arthur, as per bill of lading attached.
1st October, 1883.

PECK, BENNY & Co.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 36,120 pounds of wrought spikes contained in the 215 packages named in the bill of lading hereto attached, marked and numbered as above stated, and

shipped to the Canadian Pacific Railway, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1880. } JAMES H. PECK,
 M. P. RYAN, Collector, }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 36,120 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$270.90, to Peck, Benny & Co, is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and seventy dollar and ninety cents in full payment of claim, as over.

MONTREAL, 9th November, 1883. PECK, BENNY & CO.

The undersigned claim \$270.90, being amount payable to ourselves, under the authority above quoted, on 36,120 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Port Arthur for construction, car Nos. C. & G. T., 03279 (215 cases).

Shipped from Montreal to Port Arthur, as per bill of lading attached.
 26th September, 1883. PECK, BENNY & COMPANY.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 36,120 pounds of wrought nails, contained in the 215 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 36,120 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$270.90 to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Two hundred and seventy dollars and ninety cents, in full payment of claim, as over.

MONTREAL, 9th November, 1883.

PECK, BENNY & COMPANY.

The undersigned claim \$504.00, being amount payable to ourselves under the authority above quoted, on 67,200 pounds of wrought spikes, contained in packages marked and numbered thus: C.P.R., Maza Ramah Bay, for construction, cars Nos. G.W.R. 4791, 1047; G.T.R., 6065 (400 cases.)

Shipped from Montreal to Maza Ramah Bay, as per bill of lading attached.

20th September, 1883.

PECK, BENNING & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 67,200 pounds of wrought spikes contained in the 400 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to the Canadian Pacific Railway at Maza Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883.

JAMES H. PECK.

M. P. RYAN, Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 67,200 pounds of wrought spikes, named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of March, 1883.

T. G. SHAUGHNESSY.

WILLIAM McLENNAN, N. P. }

Payment of the sum of \$504.00 to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Five hundred and four dollars in full payment of claim as over.

MONTREAL, 17th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$463.20, being amount payable to ourselves under the authority above quoted on 53,760 pounds of wrought spikes contained in packages marked and numbered thus: C.P.R., Port Arthur, for construction, cars Nos. G.W.R. 1010, G.G.L. 5532 (320 cases).

Shipped from Montreal to Port Arthur as per bill of lading attached.

22nd September, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped

to Canadian Pacific Railway at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK,

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N. P. }

THOS G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co. is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Maza Ramah Bay, for construction, cars Nos. G. G. L. 8861, 4571 (320 cases).

Shipped from Montreal to Maza Ramah Bay, as per bill of lading attached.
September 12th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Maza Ramah Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th Nov., 1883.

Received from the Customs Department of Canada the sum of four hundred and three dollars and twenty cents in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

The undersigned claim \$604.80, being amount payable to ourselves under the authority above quoted, on 80,640 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Maza Ramah Bay, cars Nos. G. T. R. 3239, 3855, 3953, (480 cases).

Shipped from Montreal to Maza Ramah Bay as per bill of lading attached.

PECK, BENNY & COMPANY.

11th September, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 80,640 pounds of wrought spikes contained in the 480 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway at Maza Ramah Bay were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883.

JAMES H. PECK.

M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 80,640 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883.

THOS. G. SHAUGHNESSY.

WILLIAM McLENNAN, N. P.

Payment of the sum of \$604.80, to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada, the sum of six hundred and four dollars and eighty cents in full payment as over.

PECK, BENNY & COMPANY.

MONTREAL, 7th November, 1883.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Mattawa, for construction, cars Nos.—C. P. R. box—2714, 2694, (320 cases).

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

September 5th, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are

manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Mattawa, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$473.76 being amount payable to ourselves, under the authority above quoted, on 63,168 pounds of wrought spikes contained in packages marked and numbered thus : C. P. R., W. for construction, cars Nos. Credit Valley 985, G. T. R. 4804 (376 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & CO.

August 24th, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 63,168 pounds of wrought spikes contained in the 376 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to the Canadian Pacific Railway at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 63,168 pounds of wrought spikes, named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company

in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } T. G. SHAUGHNESSY,
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$473.76 to Peck, Benny & Co., is hereby authorized, and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and seventy-three dollars and seventy-six cents, in full payment of claim as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$403.20, being amount payable to ourselves under the authority above quoted on 53,760 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Port Arthur for construction, cars Nos. G. T. 10662, 2868, L. N. E. 4916, (320 cases).

Shipped from Montreal to Port Arthur, as per bill of lading attached.

PECK BENNY & CO.

9th August, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to Canadian Pacific Railway, at Port Arthur, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 53,760 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N. P. }

Payment of the sum of \$403.20, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents, in full payment of claim as over.

PECK. BENNY & CO.

MONTREAL, 7th March, 1883.

The undersigned claim \$806.40, being amount payable to ourselves, under the authority above quoted, on 107,520 pounds of wrought spikes contained in packages

marked and numbered thus: C. P. R., W. for construction, cars Nos. N. and B. 176, M. D. 979, 2038, 2006, (640 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

PECK, BENNY & CO.

4th August, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 107,520 pounds of wrought spikes contained in the 640 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 27th day of October, 1883. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co. at Montreal, the 107,520 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company, in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 2nd day of November, 1883. }
WILLIAM McLENNAN, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$806.40, to Peck, Benny & Co, is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Eight hundred and six dollars and forty cents, in full payment of claim, as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$403.20, being amount payable to ourselves, under the authority above quoted, on 53,760 pounds of wrought spikes, contained in packages marked and numbered thus: C. P. R., Winnipeg for construction, cars No. M. D. 253, B. L. 11418, (320 cases).

Shipped from Montreal to Winnipeg, as per bill of lading attached.

25th July, 1883.

PECK, BENNY & COMPANY.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 53,760 pounds of wrought spikes, contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 26th day of October, 1884. }
M. P. RYAN, Collector. }

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 52,760 pounds of wrought spikes, named in the affidavit of James Peck hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$403.20 to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

PECK, BENNY & COMPANY.

MONTREAL, 7th November, 1883.

The undersigned claim \$453.60, being amount payable to ourselves under the authority above quoted, on 60,480 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., Mattawa for construction, car Nos. C. P. R. 3708, 2920, (360 cases).

Shipped from Montreal to Mattawa as per bill of lading attached.

PECK, BENNY & CO.

20th July, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Company, the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal in the Dominion of Canada, and that the 60,480 pounds of wrought spikes contained in the 360 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway Company at Mattawa, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Peck, Benny & Company to the Canadian Pacific Railway Company to be used in the original construction of said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Peck, Benny & Company, at Montreal, the 60,480 pounds of wrought spikes, named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November 1883 } THOS. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P.

Payment of the sum of \$453.60, to Peck, Benny & Company is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, November, 5th, 1883.

Received from the Customs Department of Canada the sum of Four hundred and fifty-three dollars and sixty cents in full payment of claim as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$201.60, being amount payable to ourselves, under the authority above quoted, on 26,880 pounds of wrought spikes, contained in packages marked and numbered thus: James Worthington, C. P. R., Mattawa, car No. C. P. R. cattle 4096. (160 cases).

Shipped from Montreal to Mattawa, as per bill of lading attached.

PECK, BENNY & CO.

July 16th, 1883.

I, James H. Peck, of Montreal, do solemnly and truly swear that I a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 26,880 pounds of wrought spikes contained in the 160 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Mattawa, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Peck, Benny & Co., to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal,
this 27th day of October, 1883.

M. P. RYAN, Collector.

JAMES H. PECK.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Peck, Benny & Co., at Montreal, the 26,880 pounds of wrought spikes named in the affidavit of James H. Peck, hereto attached, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of the said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 2nd day of November, 1883.

WILLIAM McLENNAN, N. P.

THOS. G. SHAUGHNESSY.

Payment of the sum of \$201.60 to Peck, Benny & Co., is hereby authorized and and cheque No. 8626 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th Nov., 1883.

Received from the Customs Department of Canada the sum of two hundred and one dollars and sixty cents in full payment of claim, as over.

PECK, BENNY & CO.

MONTREAL, 7th November, 1883.

The undersigned claim \$640.03, being amount payable to ourselves, under the authority above quoted, on 85,344 pounds of wrought spikes contained in packages marked and numbered thus: C. P. R., W. for construction, Nos. of cars—Box 1120, 2810, 3006, 3000, (508 cases).

Shipped from Montreal to Winnipeg; as per bill of lading attached.

June 30th, 1883.

PECK, BENNY & CO.

I, James H. Peck, of Montreal, do solemnly and truly swear that I am a member of the firm of Peck, Benny & Co., the proprietors of an establishment at which are manufactured wrought spikes, situate at Montreal, in the Dominion of Canada, and that the 85,344 pounds of wrought spikes contained in the 508 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canadian Pacific Railway, at Winnipeg, were, within my own personal knowledge,

wholly manufactured at the said establishment, and were sold by Peck, Benny & Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 27th day of October, 1883. } JAMES H. PECK.
 M. P. RYAN, Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Peck, Benny & Co., at Montreal, the 85,344 pounds of wrought spikes named in the affidavit of James H. Peck hereto attached, marked and numbered, and that the said wrought spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 2nd day of November, 1883. } T. G. SHAUGHNESSY.
 WILLIAM MCLENNAN, N. P. }

Payment of the sum of \$640.08, to Peck, Benny & Co., is hereby authorized and cheque No. 8625 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 5th November, 1883.

Received from the Customs Department of Canada the sum of Six hundred and forty dollars and eight cents, in full payment of claim, as over.

MONTREAL, 7th November, 1883.

PECK, BENNY & CO.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 6th Dec., 1881, relating thereto.

The undersigned claim \$176.40, being amount payable to us under the authority above quoted on 23,520 pounds of railway spikes, contained in packages marked and numbered thus: John Ross, Nepigon.

Shipped from Toronto to Nepigon as per bill of lading attached.

The Bolt and Iron Company of Toronto (Limited),

TORONTO, 30th October, 1883.

Per JOHN McWILLIAMS, *Treasurer*.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent for The Bolt and Iron Company (Limited) Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23,520 pounds of railway spikes contained in the 140 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 31st day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company (Limited) at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made

use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap, 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P.

Payment of the sum of \$176.40 to The Bolt and Iron Company is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada, the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim, as over.

The Bolt and Iron Company (Limited),

TORONTO, 10th December, 1883

J. McWILLIAMS, *Treasurer.*

The undersigned claim \$151.20 being amount payable to us, under the authority above quoted, on 20,160 pounds of railway spikes, contained in packages marked and numbered thus : John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON COMPANY OF TORONTO (LIMITED).

October 25th, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am agent of the Bolt and Iron Company, of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 20,160 pounds of railway spikes contained in the 120 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of of said railway.

Subscribed and sworn to before me at Toronto, }
 this 26th day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from the Bolt and Iron Company, at Toronto, the 20,160 pounds of railway spikes, named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 WM. D. M. MARLER, N. P.

Payment of the sum of \$151.20 to The Bolt and Iron Company, of Toronto, is hereby authorized, and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of one hundred and fifty-one dollars and twenty cents, in full payment of claim as over.

The Bolt and Iron Company,

TORONTO, 10th December, 1883.

Per JOHN McWILLIAMS, *Treasurer.*

The undersigned claim \$378. being amount payable to us, under the authority above quoted, on 50,400 pounds of railway spikes, contained in packages marked and numbered thus : John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON COMPANY, of Toronto, (Limited.)

3rd October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Company, of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 50,400 pounds of railway spikes, contained in the 300 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by the Bolt and Iron Company, Toronto, (Limited), to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 24th day of October, 1883. } HENRY IRVING REEVE.
 J. GOLDING, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 50,400 pounds of railway spikes, named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway. as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } THOS. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P. }

Payment of the sum of \$378 to The Bolt and Iron Company, Toronto, is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of Three hundred and seventy-eight dollars, in full payment of claim as over.

TORONTO, 10th December, 1883. }
 The Bolt and Iron Company, (Limited). } JOHN McWILLIAMS, *Treasurer.*

The undersigned claim \$176.40, being amount payable to us, under the authority above quoted, on 23,520 pounds of railway spikes contained in packages marked and numbered thus : John Ross, Nepigon.

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON COMPANY OF TORONTO (Limited),

20th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company, Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 23 520 pounds of railway spikes contained in the 140 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by The Bolt and Iron Company of Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 22nd day of October, 1883. } HENRY IRVING REEVE.
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company (Limited), at Toronto, the 23,520 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 22nd day of October, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P. }

Payment of the sum of \$176.40, to The Bolt and Iron Company of Toronto, is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and seventy-six dollars and forty cents, in full payment of claim, as over.

The Bolt and Iron Company of Toronto,
 Per JOHN McWILLIAMS, *Treasurer*.

TORONTO, 10th December, 1883.

The undersigned claim \$554.40, being amount payable to us under the authority above quoted, on 73,920 pounds of railway spikes contained in packages marked and numbered thus: John Ross.

Shipped from Toronto to Nepigon, as per bill of lading attached.
 The Bolt and Iron Company of Toronto (Limited).
 Per JOHN McWILLIAMS, *Treasurer*.

19th October, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company, of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 73,920 pounds of railway spikes contained in the 440 packages named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto, }
 this 20th day of October, 1883. } HENRY IRVING REEVE,
 J. BEATY, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Bolt and Iron Company at Toronto, the 73,920 pounds of railway spikes named in the affidavit of Henry Irving Reeve hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P. }

Payment of the sum of \$554.40 to The Bolt and Iron Company, Toronto, is hereby authorized, and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of Five hundred and fifty-four dollars and forty cents, in full payment of claim as over.

The Bolt and Iron Company of Toronto (Limited).

Pro JOHN McWILLIAMS, *Treasurer.*

TORONTO, 10th December, 1883.

The undersigned claim \$579.60, being amount payable to us, under the authority above quoted, on 77,280 pounds of railway spikes, contained in packages marked and numbered thus :

Shipped from Toronto to Nepigon, as per bill of lading attached.

THE BOLT AND IRON CO. OF TORONTO (Limited).

TORONTO, 3rd November, 1883.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Co. of Toronto, the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the Dominion of Canada, and that the 77,280 pounds of railway spikes contained in the 460 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Co. (Limited) to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 5th day of November, 1883.

J. BEATY, pro Collector.

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the Railway Company from the Bolt and Iron Co., at Toronto, the 77,280 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 27th day of November, 1883.

W. D. M. MARLER, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$579.60 to The Bolt and Iron Co., Toronto, is hereby authorized and cheque No. 8794 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 6th December, 1883.

Received from the Customs Department of Canada the sum of five hundred and seventy-nine dollars and sixty cents in full payment of claim, as over.

The Bolt and Iron Co. of Toronto,

Per JOHN McWILLIAMS, *Treasurer.*

TORONTO, 10th December, 1883.

The undersigned claim \$403.20, being amount payable to us under the authority above quoted on 53,760 pounds of railway spikes contained in packages marked and numbered thus : John Ross, Nepigon.

Shipped from Toronto to Nepigon, as per bill of lading attached.

The Bolt and Iron Company, Toronto,

Per JOHN McWILLIAMS, *Treasurer.*

17th October, 1883.

I, Henry Irving Reeve of Toronto, do solemnly and truly swear that I am Agent of The Bolt and Iron Company of Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate at Toronto, in the

Dominion of Canada, and that the 53,760 pounds of railway spikes contained in the 320 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Nepigon, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Bolt and Iron Company, Toronto (Limited), to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 17th day of October, 1883.
J. GOLDING, pro Collector. }

HENRY IRVING REEVE.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from The Bolt and Iron Company, at Toronto, the 53,760 pounds of railway spikes named in the affidavit of Henry Irving Reeve, hereto attached, and that the said railway spikes are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 27th day of November, 1883.
W. D. M. MARLER, N.P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$403.20 to The Bolt and Iron Company of Toronto is hereby authorized and cheque No. 8803 enclosed for that purpose.

W. G. PARMÉELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 8th December, 1883.

Received from the Customs Department of Canada, the sum of Four hundred and three dollars and twenty cents, in full payment of claim, as over.

The Bolt and Iron Company of Toronto (Limited).

Per JOHN McWILLIAMS, *Treasurer*.

TORONTO, 10th December, 1883.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 1881, relating thereto.

The undersigned claim \$67.87 being amount payable to them, under the authority above quoted, on 36,200 pounds of iron fish-plates, contained in car numbered 10560.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
October 13th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,200 pounds of iron fish-plates contained in the car 10,560, named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 29th day of October, 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 36,200 pounds of fish-plates, named in the affidavit of Chas. S. Wilcox, hereto attached, and

that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P.

Payment of the sum of \$67.87 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of sixty-seven dollars and eighty-seven cents, in full payment of claim as over.

Ontario Rolling Mill Co.,
 HAMILTON, 18th December, 1883 CHAS. S. WILCOX, *Secretary.*

The undersigned claim \$67.59, being amount payable to them, under the authority above quoted, on 36,050 pounds of iron fish-plates contained in car numbered 11419.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.

ONTARIO ROLLING MILL COMPANY.

15th October, 1883.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,050 pounds of iron fish-plates contained in the car 11419 named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 29th day of October, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 36,050 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 3. Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P.

Payment of the sum of \$67.59 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Sixty-seven dollars and fifty-nine cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. Per C. S. WILCOX, *Secretary.*

The undersigned claim \$73.50, being amount payable to them, under the authority above quoted, of 39,200 pounds of fish plates contained in car numbered 11411.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
October 16th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 39,200 pounds of iron fish-plates contained in the car 11411 named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of October, 1883.
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 39,200 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883.
W. D. M. MARLER, N. P. }

T. G. SHAUGHNESSY.

Payment of the sum of \$73.50, to Ontario Rolling Mill Company, is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Seventy-three dollars and fifty cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 13th December, 1883.

C. S. WILCOX, *Secretary*.

The undersigned claim \$67.50, being amount payable to them under the authority above quoted, on 36,000 pounds of iron fish-plates contained in car numbered 2917.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
23rd October, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 36,000 pounds of iron fish-plates contained in the car 2917, named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of October, 1883,
A. MACKENZIE, Surveyor. }

CHAS. S. WILCOX.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from The Ontario Rolling Mill Company, at Hamilton, the 36,000 pounds of fish-plates named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLEE, N.P.

Payment of the sum of \$67.50 to The Ontario Rolling Mill Company, is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada, the sum of Sixty-seven dollars and fifty cents, in full payment of claim as over.

Ontario Rolling Mill Company.

HAMILTON, 13th December, 1883.

C. S. WILCOX, *Secretary*.

The undersigned claim \$53.44, being amount payable to them under the authority above quoted, on 28,500 pounds of iron fish-plates contained in car numbered 3031.

Shipped from Hamilton to Gravel Bay as per bill of lading attached.

22nd October, 1883.

ONTARIO ROLLING MILL CO.

I, Charles S. Wilcox, of Hamilton, Ont., do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 28,500 pounds of iron fish-plates contained in the car 3031 named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said line of railway.

Subscribed and sworn to before me at Hamilton, }
 this 29th day of October 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Ontario Rolling Mill Company, at Hamilton, the 28,500 pounds of fish-plates named in the affidavit of C. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 29th day of November, 1883. } THOS. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P.

Payment of the sum of \$53.44 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-three dollars and forty-four cents in full payment of claim as over.

HAMILTON, 13th December, 1883.

ONTARIO ROLLING MILL CO.

The undersigned claim \$52.59 being amount payable to them, under the authority above quoted, on 28,050 pounds of iron fish-plates, contained in car numbered 5542.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.

October 25th, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Chas. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured iron fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 28,050 pounds of iron fish-plates, contained in the car No. 5542, named in the bill of lading hereto attached, marked and numbered as above stated, and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 29th day of October, 1883. }

CHAS. S. WILCOX.

A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 28,050 pounds of fish-plates, named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of the said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. }

T. G. SHAUGHNESSY.

W. D. M. MARLER, N. P.

Payment of the sum of \$52.59 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-two dollars and fifty-nine cents, in full payment of claim as over.

Ontario Rolling Mill Company

HAMILTON, 13th December, 1883.

C. S. WILCOX, *Secretary.*

The undersigned claim \$105.75, being amount payable to them under the authority above quoted on 56,400 pounds of iron fish-plates contained in cars numbered 785 & 126.

Shipped from Hamilton to Winnipeg as per bill of lading attached.

30th October, 1888.

ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 56,400 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said Railway.

Subscribed and sworn to before me at Hamilton, }
this 5th day of November, 1883. }

C. S. WILCOX.

D. McCULLOCH, Collector.

I Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 56,400 pounds of fish-plates named in the affidavit of Charles S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said Railway as defined by the Act 37 Vic, chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY,
 W. D. M. MARLER, N.P. }

Payment of the sum of \$105.75 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and five dollars and seventy-five cents in full payment of claim as over.

Ontario Rolling Mill Company,
 Hamilton, 13th December, 1883. C. S. WILCOX.

The undersigned claim \$26.16, being amount payable to them, under the authority above quoted, on 13,950 pounds of iron fish-plates, contained in car numbered 8193.

Shipped from Hamilton to Gravel Bay, as per bill of lading attached.
 31st October, 1883. ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of The Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 13,950 pounds of iron fish-plates contained in the car 8193 named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by The Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 5th day of November, 1883, } CHARLES S. WILCOX.
 D. McCULLOCH, Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 13,950 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P. }

Payment of the sum of \$26.16 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8,807 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 13th December, 1883.

Received from the Customs Department of Canada the sum of Twenty-six dollars and sixteen cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary.*

The undersigned claim \$106.50, being amount payable to them, under the authority above quoted, on 56,800 pounds of iron fish-plates contained in cars numbered 4469 & 4488.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

November 1st, 1883

ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 56,800 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,
this 5th day of November, 1883.

D. McCULLOCH, Collector.

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 56,800 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,
this 27th day of November, 1883.

W. D. M. MARLER, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$106.50, to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and six dollars and fifty cents, in full payment of claim, as over.

Ontario Rolling Mill Company,

HAMILTON, 13th December, 1883.

C. S. WILCOX, *Secretary*.

The undersigned claim \$52.22, being amount payable to them, under the authority above quoted, on 27,850 pounds of iron fish-plates, contained in car numbered 1286.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.

2nd November, 1883.

ONTARIO ROLLING MILL COMPANY.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, etc., situate at Hamilton, in the Dominion of Canada, and that the 27,850 pounds of iron fish-plates contained in the car 1286, named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway

Subscribed and sworn to before me at Hamilton,
this 5th day of November, 1883.

D. McCULLOCH, Collector.

CHAS. S. WILCOX.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 27,850 pounds of fish-plates, named in the affidavit of Chas. S. Wilcox hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } THOS. G. SHAUGHNESSY.
W. D. M. MARLER, N.P.

Payment of the sum of \$52.22 to Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.
W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of Fifty-two dollars and twenty-two cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary.*

The undersigned claim \$113.53, being amount payable to them, under the authority above quoted, on 60,550 pounds of iron fish plates, contained in cars numbered 4907 and 12466.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
November 3rd, 1883. ONTARIO ROLLING MILL CO.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of Ontario Rolling Mill Co., the proprietors of an establishment at which are manufactured fish plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 60,550 pounds of iron fish-plates contained in the two cars named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Co. to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
this 9th day of November, 1883. } CHAS. S. WILCOX.
A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Ontario Rolling Mill Co., at Hamilton, the 60,550 pounds of fish-plates named in the affidavit of Chas. S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. } T. G. SHAUGHNESSY.
W. D. M. MARLER, N. P.

Payment of the sum of \$113.53 to Ontario Rolling Mill Co., is hereby authorized and cheque No. 8807 enclosed for that purpose.
W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and thirteen dollars and fifty-three cents in full payment of claim, as over.

Ontario Rolling Mill Co.,
HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary.*

The undersigned claim \$170.71, being amount payable to them under the authority above quoted, on 91,050 pounds of iron fish-plates contained in cars numbered 11723, 8269 and 1283.

Shipped from Hamilton to Winnipeg as per bill of lading attached.
5th November, 1883. ONTARIO ROLLING MILL CO.

I, Charles S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 91,050 pounds of fish-plates contained in the three cars named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,)
this 9th day of November, 1883. } CHAS. S. WILCOX.
A. MACKENZIE, Surveyor.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from Ontario Rolling Mill Company, at Hamilton, the 91,050 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap 14, and for no other purpose.

Subscribed and sworn to before me at Montreal,)
this 27th day of November, 1883. } THOS. G. SHAUGHNESSY.
W. D. M. MARLER, N.P.

Payment of the sum of \$170.71 to Ontario Rolling Mill Company is hereby authorized, and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883.

Received from the Customs Department of Canada, the sum of One hundred and seventy dollars and seventy-one cents in full payment of claim as over.

Ontario Rolling Mill Company,
HAMILTON, 12th December, 1883. CHAS. S. WILCOX, *Secretary*.

The undersigned claim \$52.03, being amount payable to them, under the authority above quoted, on 27,750 pounds of iron fish-plates, contained in car numbered 6096.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
6th November, 1883. ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, Ont., do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 27,750 pounds of iron fish-plates, contained in the car 6096 named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment and were sold by Ontario Rolling Mill Company, to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton,)
this 7th day of November, 1883. } CHAS. S. WILCOX.
A. MACKENZIE, Surveyor.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from Ontario Rolling Mill Company, at Hamilton, the 27,750 pounds of fish-plates, named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } THOS. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P. }

Payment of the sum of \$52.03 to Ontario Rolling Mill Company is hereby authorized and cheque No. 8:07 enclosed for that purpose.

W. G. PARMELEE, *Accountant*,
 CUSTOMS DEPARTMENT, OTTAWA, 14th March, 1883.

Received from the Customs Department of Canada the sum of Fifty-two dollars and three cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary*.

The undersigned claim \$53.81, being amount payable to them, under the authority above quoted, on 28,700 pounds of iron fish-plates contained in car numbered 5060.

Shipped from Hamilton to Winnipeg, as per bill of lading attached.
 November 7th, 1883. ONTARIO ROLLING MILL COMPANY.

I, C. S. Wilcox, of Hamilton, do solemnly and truly swear that I am a member of the Ontario Rolling Mill Company, the proprietors of an establishment at which are manufactured fish-plates, &c., situate at Hamilton, in the Dominion of Canada, and that the 28,700 pounds of iron fish-plates contained in the car 5060 named in the bill of lading hereto attached, marked and numbered as above stated and shipped to W. H. Kelson, at Winnipeg, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by the Ontario Rolling Mill Company to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Hamilton, }
 this 9th day of November, 1883. } CHAS. S. WILCOX.
 A. MACKENZIE, Surveyor. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased, for and on behalf of the said Railway Company, from the Ontario Rolling Mill Company, at Hamilton, the 28,700 pounds of fish-plates named in the affidavit of Charles S. Wilcox, hereto attached, and that the said fish-plates are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 27th day of November, 1883. } T. G. SHAUGHNESSY.
 W. D. M. MARLER, N. P. }

Payment of the sum of \$53 81, to the Ontario Rolling Mill Company, is hereby authorized and cheque No. 8807 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.
 CUSTOMS DEPARTMENT, OTTAWA, 10th December, 1883

Received from the Customs Department of Canada the sum of Fifty-three dollars and eighty-one cents, in full payment of claim, as over.

Ontario Rolling Mill Company,
 HAMILTON, 13th December, 1883. C. S. WILCOX, *Secretary*.

The undersigned claim \$189, being the amount payable to us, under the authority above quoted, on 22,400 pounds of track bolts and nuts, contained in packages marked and numbered thus: Canadian Pacific Railway, G. T. R. to Brockville.

Shipped from Toronto to Sudbury Station, as per bill of lading attached.

The Bolt and Iron Co. of Toronto (Limited),

December 3rd, 1883.

Per J. McWILLIAMS.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 6th December, 1881, relating thereto.

I, Henry Irving Reeve, of Toronto, do solemnly and truly swear that I am Agent of the Bolt and Iron Co., Toronto (Limited), the proprietors of an establishment at which are manufactured bolts, nuts and spikes, situate in Toronto, in the Dominion of Canada, and that the 22,400 pounds of track bolts and nuts contained in the 200 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to Canada Pacific Railway, at Sudbury, were within my own personal knowledge wholly manufactured at the said establishment, and were sold by The Bolt and Iron Co., Toronto (Limited), to the Canada Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Toronto,
this 4th day of December, 1883.
ROBERT RIDGWAY, Pro Collector.

HENRY IRVING REEVE.

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent, of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company from The Bolt and Iron Co., at Toronto, the 22,400 pounds of track bolts and nuts named in the affidavit of Henry Irving Reeve, hereto attached, and that the said track bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at the City of
Montreal, this 11th day of December, 1883.
WILLIAM McLENNAN, N. P.

T. G. SHAUGHNESSY.

Payment of the sum of \$189 to The Bolt and Iron Co., is hereby authorized and cheque No. 8851 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 15th December, 1883.

Received from the Customs Department of Canada the sum of One hundred and eighty-nine dollars in full payment of claim, as over.

JOHN LIVINGSTONE, *Manager*.

STATEMENTS AND CLAIMS.

Under the authority of the Act 45 Vic., Chap. 7, and of the Order in Council, 6th December, 1881, relating thereto.

The undersigned claim \$37.68, being amount payable to us under the authority above quoted, on 4,480 pounds of iron track-bolts contained in packages, marked and numbered thus: John Ross, C.P.R., M. Bay.

Shipped from Montreal, Q., to Maza Ramah Bay, as per bill of lading attached.
MONTREAL, 2nd October, 1883.

PILLOW, HERSEY & CO.

I, Randolph Hersey, of Montreal, Q., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track-bolts and nuts, situate at Montreal, Q., in the Dominion of Canada, and that the 4,480 pounds of iron track-bolts and nuts contained in the twenty packages named in the bill of lading hereto attached, marked and

numbered as above stated, and shipped to John Ross at Maza Ramah Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 4th day of October, 1883. } RANDOLPH HERSEY.
 J. CRISPO, pro Collector. }

I, Thos. G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 4,480 pounds of bolts and nuts named in the affidavit of Randolph Hersey hereto attached, and that the said bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 24th day of October, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$37.68 to Pillow, Hersey & Co. is hereby authorized and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada the sum of Thirty-seven dollars and sixty-eight cents, in full payment of claim, as over.

PILLOW, HERSEY & CO.

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

The undersigned claim \$94.18, being amount payable to us under the authority above quoted, on 11,200 pounds of iron track-bolts contained in packages marked and numbered thus: 50 casks track-bolts and nuts $3\frac{1}{2} \times \frac{3}{4}$, C. P. R. Gravel Bay.

Shipped from Montreal to John Ross, Gravel Bay, as per bill of lading attached.
 MONTREAL, 8th October, 1883. PILLOW, HERSEY & CO.

I, Randolph Hersey, of Montreal, Que., do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Company, the proprietors of an establishment at which are manufactured iron track-bolts and nuts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track-bolts and nuts contained in the 50 packages named in the bill of lading, hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 20th day of October, 1883. } RANDOLPH HERSEY.
 J. CRISPO, pro Collector. }

I, Thomss G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased for and on behalf of the said Railway Company, from Pillow, Hersey & Company, at Montreal, the 11,200 pounds of track-bolts and nuts, named in the affidavit of Randolph Hersey, hereto attached, and that the said track-bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 20th day of November, 1883. } THOS. G. SHAUGHNESSY.
 W. D. M. MARLER, N.P. }

Payment of the sum of \$94.18 to Pillow, Hersey & Company is hereby authorized and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada the sum of Ninety-four dollars and eighteen cents in full payment of claim as over.

PILLOW, HERSEY & Co.

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

The undersigned claim \$94.78, being amount payable to us under the authority above quoted on 11,200 pounds of iron track-bolts, contained in packages marked and numbered thus: 50 casks track-bolt and nuts, $3\frac{1}{2} \times \frac{3}{4}$, C.P.R., Gravel Bay.

Shipped from Montreal to John Ross, Gravel Bay, as per bill of lading attached.
MONTREAL, 13th October, 1883.

PILLOW, HERSEY & Co.

I, Randolph Hersey, of Montreal, do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track bolts and nuts, situate at Montreal, in the Dominion of Canada, and that the 11,200 pounds of iron track bolts and nuts, contained in the 50 packages named in the bill of lading hereto attached, marked and numbered as above stated and shipped to John Ross, at Gravel Bay, were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
this 20th day of October, 1883. }
J. CRISPO, pro Collector.

RANDOLPH HERSEY.

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say that I purchased, for and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 11,200 pounds of track bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said track-bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
this 27th day of November, 1883. }
W. D. M. MARLER, N.P.

T. G. SHAUGHNESSY.

Payment of the sum of \$94.18 to Pillow, Hersey & Co. is hereby authorized and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant*.

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883.

Received from the Customs Department of Canada, the sum of Ninety-four dollars and eighteen cents, in full payment of claim, as over.

PILLOW, HERSEY & CO.,

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

The undersigned claim \$188.37, being amount payable to us, under the authority above quoted, on 22,400 pounds of iron track bolts and nuts, contained in packages marked and numbered thus: 100 casks track-bolts and nuts, $3\frac{1}{2} \times \frac{3}{4}$.

Shipped from Montreal to Canadian Pacific Railway, Emerson, Man., as per bill of lading attached.

MONTREAL, 13th November, 1883.

PILLOW, HERSEY & CO.

I, Randolph Hersey, of Montreal, do solemnly and truly swear that I am a member of the firm of Pillow, Hersey & Co., the proprietors of an establishment at which are manufactured iron track-bolts and nuts, situate at Montreal, in the Dominion of Canada, and that the 22,400 pounds of iron track bolts and nuts contained in

the 100 packages named in the bill of lading, hereto attached, marked and numbered as aboves stated, and shipped to Canadian Pacific Railway at Emerson, Man., were, within my own personal knowledge, wholly manufactured at the said establishment, and were sold by us to the Canadian Pacific Railway Company, to be used in the original construction of the said railway.

Subscribed and sworn to before me at Montreal, }
 this 9th day of November, 1883. } RANDOLPH HERSEY.
 W. J. O'HARA, pro Collector. }

I, Thomas G. Shaughnessy, of Montreal, Purchasing Agent of the Canadian Pacific Railway Company, do make oath and say, that I purchased for, and on behalf of the said Railway Company, from Pillow, Hersey & Co., at Montreal, the 22,400 pounds of track bolts and nuts named in the affidavit of Randolph Hersey, hereto attached, and that the said track-bolts and nuts are intended to be made use of by the said Railway Company in the original construction of the main line of said railway, as defined by the Act 37 Vic., chap. 14, and for no other purpose.

Subscribed and sworn to before me at Montreal, }
 this 11th day of December, 1883. } T. G. SHAUGHNESSY.
 WILLIAM McLENNAN, N.P. }

Payment of the sum of \$188.37 to Pillow, Hersey & Co. is hereby authorized, and cheque No. 8977 enclosed for that purpose.

W. G. PARMELEE, *Accountant.*

CUSTOMS DEPARTMENT, OTTAWA, 29th December, 1883

Received from the Customs Department of Canada the sum of One hundred and eighty-eight dollars and thirty-seven cents, in full payment of claim, as over.

Pillow, Hersey & Co.,

MONTREAL, 3rd January, 1884.

Per KNOX HERSEY.

RETURN

(31u)

To AN ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 ;
 —For a Statement showing the names of all Shareholders in the Canadian Pacific Railway Company, and the amounts of Stock held by each of said Shareholders on each of the following days, namely : 14th, 21st and 28th October, and 4th of November, 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
 28th March, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 24th March, 1884.

SIR,—I have the honor to enclose statements showing the names of all shareholders in the Canadian Pacific Railway Company and the amounts of stock held by each, on each of the following days, viz :—October 14th, 24th and 28th, as required by the Address of the House of Commons, dated 25th February.

The said Address also called for a similar statement of shareholders as of record on the 4th November. The books of the Company were closed between the 27th October and 7th November, so that the list sent herewith, of shareholders on October 28th, gives the names of the holders on November 4th.

I have the honor to be, Sir, your obedient servant,

C. DRINK WATER, *Secretary.*

A. P. BRADLEY, *Secretary Railways and Canals.*

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders October 14th, 24th and 28th, 1883.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Abbott, Harry	Brockville, Ont.	1,000	1,000	1,000
Angus, R. B.	Montreal, Que.	15,000	15,000	15,000
Apps, C. O.	Brantford, Ont.	75	75	75
Armit, Isabella	London, Eng.	10	10	10
Armit, Julia	do	10	10	10
Armit, Catherine	do	10	10	10
Armit, Maud	do	10	10	10
Armit, Louis	do	10	10	10
Armit, Henry	do	10	10	10
Armit, Mrs. Sarah	do	20	20	20
Anstruther, Max. R. H. L.	do	10	10	10
Apps, William	Brantford, Ont.	40	40	40
Appar, Merrill & Co.	New York	200	200	.....
Atterburg & Tillinghast	do	300	300	300
Agnew, Mary F.	Orange Valley, N.Y.	2	2	2
Aspinwall, J. A.	New York	100	100	100
Banque Parisienne	Paris, France	6,764	6,764	6,764
Baring, Alex.	New York	100	100	100
Bassano, Marquis de.	Paris, France	80	80	80
Beatty, Henry	Sarnia, Ont.	1,000	1,000	1,000
Eelkrap, Robert L.	New York	1,000	1,000	1,000
Benedick & Co., E. C.	do	100	100	100
Beguelin, H. E.	do	300	300	300
Billitzer, Joseph	Paris, France	245	245	245
Bigelow, P.	New York	20	20	20
Blake Bros & Co.	do	2,265	2,805	2,705
Bloss, James O.	do	100	100	100
Boissevain & Co., A.	Amsterdam	2,870	2,870	2,870
Borthwick, Wark & Co.	London, Eng.	150	150	150
Brown & Co., E. J.	New York	300	300	300
Brown, W. R.	Brantford, Ont.	25	25	25
Brooke, Jessie	London, Eng.	15	15	15
Burnett & Co.	Montreal, Que.	1,835	1,835	1,435
Bullitt, J. O.	Chicago, U.S.	500	500	500
Bigelow, Hon. J.	New York	400	400	400
Bogart & Co., O. M.	do	400	400	400
Baldwin & Weeks	do	500	400	300
Boody, McLellan & Co.	do	100	.....	.....
Baylis & Co., A. B., jun.	do	300	300	300
Bald, James	do	100	100	100
Blatch, C. A.	Chicago, U.S.	10	10	10
Becker, Caroline	London, Ont.	1,150	1,150	1,150
Becker, H. C. K.	do	550	550	550
Brokan, W. H.	New York	200	200	200
Bigg, Capt. Frederick	London, Eng.	20	20	20
Blandy, G.	New York	300	300	300
Benjamin & Co., John	do	300	200	400
Brown, E. M.	do	200	200	200
Bartlett, Ellen E.	Rhode Island, U.S.	13	13	13
Buchanan, Harriet C.	Montreal, Que.	15	15	15
Bancroft, Mary	do	15	15	15

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Bancroft, Grace W.....	Montreal, Que.....	15	15	15
Bancroft, Charles, in trust.....	Knowlton, Que.....	15	15	15
Brodrick, Hon. Wm. St. J.....	London, Eng.....	30	30	30
Brenton, Ben. J.....	Jamaica, Long Island Pond	10	10	10
Bernard, Lieut.-Col. H.....	Ottawa, Ont.....	36	36	36
Bush, N. Y.....	New York.....	50	50	50
Bartlett, John R.....	Providence, R.I.....	20	20	20
Brown, Fanny W.....	Baltimore, Md.....	20	20	20
Boyd & Vincent.....	New York.....	300	300	300
Bogart, Katie.....	do.....	3	3	3
Bogart, Julia M.....	do.....	1	1	1
Bonner, Robert E.....	do.....	15		
Benson & Co., Robert.....	London, Eng.....	250	250	250
Baylis, Adelaide E.....	New York.....	20	20	20
Beadel, Sarah M.....	do.....	25	25	25
Blackstone, Lorenzo.....	Norwich, Conn.....	750	2,050	2,050
Brownell & Landon.....	New York.....	100	100	100
Benett & Co., G. A.....	New York.....	200	200	100
Bennett & Co., S. A.....	London, Eng.....	20	20	20
Barneby, Wm. H.....	Worcester, Eng.....	200	200	200
Buck & Co., E. A.....	Stafford Springs, Conn.....	50	50	50
Bell, Helen.....	Kirkcaldy, Scot.....	30	30	30
Beveridge, M.....	do.....	60	60	60
Broughton, Fred.....	Eastwood, Ont.....	10	10	10
Brooks, Arthur.....	New York.....	15	15	15
Bicknell, E. P.....	do.....	12	12	12
Baltzer & Leichtenstein.....	do.....		200	200
Backwith, N. M.....	do.....		400	400
Berry, Jemima and F. A.....	do.....			25
Cassel, Ernest.....	London, Eng.....	2,205	2,205	2,205
Cohen, d'Auvers & Co.....	Paris, France.....	1,226	1,226	1,226
Carritte, J. P.....	New York.....	5,000	5,000	5,000
Chaplin, Ernest.....	London, Eng.....	200	200	200
Charterio, Capt. Hon. F. W.....	do.....	400	400	400
Clark, Dodge & Co.....	New York.....	750	750	750
Clark, George C.....	do.....	200	200	200
Clanwilliam, Earl of.....	London, Eng.....	2,180	2,180	2,180
Clark, Heman.....	New York.....	400	400	400
Clews & Co., Henry.....	do.....	300	200	100
Cornell, Wm. W.....	Poughkeepsie, N.Y.....	100	100	100
Collins, Robert H.....	Esher, Surrey, Eng.....	50	50	50
Colgate, C. C.....	New York.....	300	300	300
Colgate, Edward.....	do.....	300	300	300
Cauldwell, John B.....	do.....	200	200	200
Colbron, Day & Field.....	do.....	2	2	2
Cross, A. F.....	do.....	200	200	200
Cauldwell, Washburn Townsend.....	do.....	800	800	800
Campbell, Sir H. H.....	London, Eng.....	500	500	500
Campbell, Col. J. P.....	do.....	290	290	290
Campbell, Hon. H. W.....	do.....	170	170	170
Carey, H. T.....	New York.....	100	100	100
Cumming, A. P.....	do.....	25	25	25
Collins & Co.....	do.....	100	100	100
Clanwilliam, Earl of.....	} London, Eng.....	790	790	790
Charterio, Hon. A.....				
Closson & Hays.....	New York.....	400	400	400
Callanan, J. P.....	do.....	20	20	20
Crane, Seabury & Co.....	do.....	55	55	30
Campbell, Wm.....	do.....	100	100	100
Campbell, M.....	do.....	10	10	10
Cassils, John.....	Montreal, Que.....	2,925	2,925	2,725
Carlton, A. J.....	Hion, N.Y.....	50	50	50
Chapman, Eliz. B.....	New York.....	5	5	5
Condict, Clara H.....	do.....	23	23	23

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Cummings & Co.....	do	100	100	100
Crossley, F. W.....	Cheshire, Eng.....	250	250	250
Cuyler, Mary de W.....	New York.....	100	100	100
Criss & Son, M.....	do	100	100	100
Cassils, Charles.....	Montreal, Que.....	500	500	500
Crerar, John.....	Chicago, U.S.....	300	300	300
Cuthbertson, F. J.....	New York.....	20	20	20
Cody, Edmund.....	do	10	10	10
Chaplin, E. S.....	.....	100	100	100
Campbell, W. J. D.....	London, Eng.....	120	120	120
Cauldwell, Wm. A.....	New York.....	200	200	200
Campbell, Col. Sir A. C.....	Renfrew, Scot.....	390	390	390
Clifford, Ann E.....	Wraysbury Staines, Eng... ..	7	32	32
Cunninghame, H.....	London, Eng.....	20	20	25
Dale, C.....	New York.....	100	100	.....
Davies & Co., John H.....	do	100	100	100
Dexter, Henry.....	do	200	200	200
De Joigny, E. B.....	Chateau de Larmoy, France.....	245	245	245
De Witt, Alfred.....	New York.....	400	500	500
De Neuville & Co.....	do	800	700	500
Dewey & Co. Thos.....	do	1,200	1,900	1,800
Donaldson, R.....	Glasgow, Scotland.....	4,960	4,960	4,960
Drake, S. J.....	New York.....	700	700	600
Drexel, Harges & Co.....	Paris, France.....	1,000	1,000	1,000
Drexel, Morgan & Co.....	New York.....	13,750	13,750	13,750
Drexel & Co.....	Philadelphia.....	3,750	3,750	3,750
De Reinach, Baron, J.....	Paris, France.....	858	858	858
De Reinach, Baron, O.....	do	1,102	1,102	1,102
De Vesci, E.....	London, Eng.....	115	115	115
Decker, Howell & Co.....	New York.....	400	400	400
Day & Heaton.....	do	4	300	300
De Jonge & Co.....	do	100	100	100
Dunmore, Right Hon. Countess.....	London, Eng.....	120	120	120
Drummond, Hon. F. M.....	Aucterarden, Scotland.....	20	20	20
Dumont, J. B.....	New York.....	100	.....	.....
Douglas, Geo. W.....	do	200	200	200
Dawson, Hon. E. S.....	London, Eng.....	160	160	160
De Cordova & Co., R.....	New York.....	100	100	100
Du Villard, H. A.....	Providence, R.I.....	15	15	15
Dominick & Dickerman.....	New York.....	2,600	2,500	2,000
De Mott & Durant.....	do	300	300	300
De Rivas & Co., M E.....	do	100	100	100
Donald, Gordon & Co.....	do	4,525	4,225	4,050
Despaignet, Paul.....	do	5,000	5,000	5,000
Doremno, H. E.....	do	5	5	5
Easton, Jacon C.....	do	791	791	791
Elphinstone, Earl of.....	Massellburg, Scotland.....	5,453	5,453	5,453
Eprussi & Co., M.....	Paris, France.....	1,650	1,650	1,650
Elphinstone, Hon. E. C. B.....	London, Eng.....	882	882	882
Eyre, Mary E.....	New York.....	20	20	20
Earl & Dayton.....	do	1,600	1,400	1,100
Erkine, J. C.....	Linlathen, Scotland.....	300	300	300
Eddy, Adfur.....	Brooklyn, N.Y.....	100	100	100
Emerys, Sons, Thos.....	Cincinnati, O.....	200	200	200
Ellis, John W.....	New York.....	200	200	200
Eyre, Geo. E. B.....	London, Eng.....	150	150	150
Eccles, John.....	Norwick, Conn.....	10	10	10
Elder, John.....	Flatbush, L.E.....	.....	50	50
Farrar, Wm.....	London, Eng.....	360	360	360
Fenwick, Wm. J.....	Montreal, Can.....	225	200	75
Finaly, Hugo.....	Paris, France.....	490	490	490
Fleming, Sandford.....	Ottawa, Can.....	500	500	500
Field, Maj.-Gen., G. T.....	London, Eng.....	30	30	30
Fraser, G. S.....	New York.....	100	100	100

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Name.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Forsyth, Mrs. Kate S.....	Aberdeen, Scotland.....	10	10	10
Fraser, Mrs. Annap.....	Montreal, Can.....	15	15	15
Fraser, Miss E. J.....	New York.....	25	25	25
Freeman & Co., F. P.....	do.....	300	300	300
Freeman, Norman.....	do.....	150	150	150
Fielden, Maj.-Gen. R. J.....	Blackburn, Eng.....	50	50	50
Fish, S.....	New York.....	100	100	100
Fleming, John.....	Glasgow, Scotland.....	10	10	10
Gay, Mrs. Sarah.....	Newburgh, N.Y.....	200	200	200
Geddes, Peter.....	New York.....	250	250	250
Gleichen, Count, and F. F.....	London, Eng.....	40	40	40
Gleichen, Count A. E. W.....	do.....	60	60	60
Gleichenn, Countess Feodora.....	do.....	15	15	15
Grienering, Fred.....	Paris, France.....	4,901	4,901	4,901
Gorett, Sons & Co.....	London, Eng.....	490	490	490
Greenfell, Pascoe du P.....	do.....	350	350	350
Geddes, Alexander.....	Chicago, U.S.....	100	100	100
Gracie & Westervelt.....	New York.....	400	400	400
Gelpcke, Otto.....	do.....	100	100	100
Gelston & Bussing.....	do.....	100	100	100
Goadley & Co., W. H.....	do.....	700	700	800
Gurnee, jun., & Co., W. S.....	do.....	2,000	2,000	2,000
Gold, Barbour & Swords.....	do.....	2,100	2,100	2,100
Graham, Benj.....	do.....	10	10	10
Gray, James.....	Dalkeith, Scot.....	50	50	50
Groesbeck & Schley.....	New York.....	200	200	200
Grant & Ward.....	do.....	1,100	1,100	1,100
Grengel, G.....	do.....	1,620	1,560	2,860
Gilley, jun., & Co., F. W.....	do.....	4,825	4,675	4,375
Gilliat, S. W. E.....	Battle Sussex, Eng.....	100	100	100
Gernsheim & Co., M.....	New York.....			600
Growse, John.....	London, Eng.....			500
Hallett, L. J.....	New York.....	40	40	90
Hartshorn, B. M.....	do.....	300	300	300
Hallgarten & Co.....	do.....	650	150	150
Hervey, Lady S. C.....	London, Eng.....	25	25	25
Hill, Jas. J.....	St. Paul, Minn.....	10,000	10,000	10,000
Huydecoper, H. M.....	Amsterdam.....	500	500	500
Hill, Wm. B.....	Greenfield Hill, Conn.....	200	200	200
Hill, Geo. W.....	Glasgow, Scotland.....	50	50	50
Hollins, H. B.....	New York.....	200	200	200
Hudson & Co., C. J.....	do.....	900	900	900
Howe, Jos. W.....	do.....	100	100	100
Hollebone Bros. & French.....	London, Eng.....	80	80	80
Harvey, Mary N.....	Shantlice, Isle of Wight.....	400	400	400
Hatch & Foote.....	New York.....	1,700	1,700	1,650
Herzfeld & Co.....	do.....	100	100	100
Horton & Co., H. L.....	do.....	100	100	100
Hogge, Maj.-Gen. S. G. O.....	Somerset, Eng.....	30	30	30
Hatch & Sons, W. T.....	New York.....	900	900	1,400
Hall, J. L.....	do.....	700	600	490
Humbert & Co., Wm. P.....	do.....	100	100	100
Harriman, O.....	do.....	200	200	200
Heidelbach, Ickelheimen & Co.....	do.....	800	800	800
Hamilton & Bishop.....	do.....	200	200	100
Hood, Viscount.....	London, Eng.....	120	120	120
Harris, J. N.....	New London, Conn.....	100	100	100
Hall, Edward.....	London, Eng.....	10	10	10
Hare, Evan.....	do.....	40	40	40
Holden, J. H.....	New York.....	1,400	930	1,630
Hall, Emma.....	Montreal.....	25	25	25
Hannay, Jane.....	Glasgow, Scotland.....	50	50	50
Hannay, Margaret.....	do.....	50	50	50

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued

Names.	Address..	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Hutchinson Bros.....	New York.....	129	119	319
Holland, Geo. H.....	London, Eng.....	100	100	100
Howard, Geo. S.....	New York.....	10	10	10
Harriot & Noyes.....	do.....			500
Hope, James.....	Edinburgh.....			250
Ives, Fessenden.....	Goshen, Conn.....		10	10
James D. Willis.....	New York.....	2,450	2,450	2,450
Jones, B. W.....	do.....	500	1,000	1,000
Jung, A. W.....	do.....	200	200	200
Johnson, Miss L. A. G.....	Montreal.....	10	10	10
James & Co., J. S.....	New York.....			600
Jenkin, N. C. F., Smith, J. P., Crum, A..	London, Eng.....	50	50	50
Jesup, Paton & Co.....	New York.....	1,700	1,400	1,200
James & Co., F. P.....	do.....	200	200	200
Johnstone, Rev. C. F.....	London, Eng.....		74	74
Kennedy, John S.....	New York.....	10,000	10,000	10,000
Keppeler & Sancton.....	do.....	100	100	100
Kohn, E.....	Paris, France.....	980	980	980
Koll, Charles.....	do.....	122	122	122
Kuhn, Loel & Co.....	New York.....	5,000	5,000	5,000
Kirkland & Co.....	do.....	300	300	300
Kenneys & Babcock.....	do.....	100	100	100
King, John.....	East Linton, Scotland.....	50	50	50
Knap, Shepherd.....	New York.....	100	100	100
Kidder & Co., A. M.....	do.....	200	200	200
Krans, E. H.....	do.....	50	50	50
Kennedy & Co., J. S.....	do.....	9,503	9,503	9,503
Kellinger, J. L.....	do.....	50	50	50
Kean, H. F.....	do.....	10,000	10,000	10,000
Kittle, Charles A.....	do.....		1,000	1,000
Levy, R. G.....	Paris, France.....	122	122	122
Lounsbury, Haggin.....	New York.....	900	800	600
Lushington, Henrietta.....	London, Eng.....	100	100	100
Lawson, Douglas & Co.....	New York.....	160	110	110
Lee, Ryan & Warren.....	do.....	3,700	3,500	3,100
Ladenburg, Thalman & Co.....	do.....	600	1,500	1,500
Lethbridge, Wm.....	London, Eng.....	100	100	100
Langdon, Charles H.....	New York.....	400	400	400
Levy, L.....	do.....	100	100	100
Lott, M. S.....	do.....	500	500	500
Losee, C. E.....	do.....	4,000	4,000	2,700
Lincoln, G. H.....	do.....	100	100	100
Leconfield, Baron.....	Petworth, Sussex, Eng.....	1,500	1,500	1,500
Lefevre & Co., H. S.....	London, Eng.....	150	150	150
Langlois, C. A.....	Montreal.....	25	25	25
Lapsley & Co., H.....	New York.....	200	200	100
Lane, Lt.-Col. R. B.....	London, Eng.....	100	100	100
Langenburg, Prince H.....	Wurtemberg, Germany.....	200	200	200
Martenache, E.....	New York.....	167	167	167
Mackenzie, F. C.....	Forres, Scotland.....	10	10	10
Meeker, J. R.....	Montreal.....	175	75	75
Mitchell, Alexander.....	Milwaukee, Wis.....	834	834	834
Milbank, J.....	New York.....	417	417	417
Morawitz, C.....	Paris, France.....	735	735	735
Moat, R.....	Montreal.....	700	675	100
Morgan & Co., J. S.....	London, Eng.....	2,500	2,500	2,500
Morton, Bliss & Co.....	New York.....	31,998	31,998	31,998
Morton, Rose & Co., in trust.....	London, Eng.....	490	490	490
Muir, Sir W. M.....	do.....	65	65	65
Martinser, R. V.....	New York.....	750	750	750
Miller, Francis & Co.....	do.....	600	600	500
Moore & Co., W. D.....	do.....	200	200	300
Mills, Robeson & Smith.....	do.....	850	750	750
Miller, L. A.....	do.....	550	550	550

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Marstin, J. E.....	New York.....	350	150	150
Merz, John Y.....	New-Castle-on-Tyne, Eng.	50	50	50
Morrison, Jos. G.....	South Orange, N. J.....	100	100	100
Moorhouse, Lizzie.....	New York.....	1	1	1
Marsh, Daniel.....	New Milford, Conn.....	50	50	50
Macdonald, H. J.....	Ottawa, Can.....	42	42	42
Minzesheimer & Co., C.....	New York.....	300	200	200
Maatschappiz & Co.....	Amsterdam.....	53,100	53,070	53,070
Melville, Earl of.....	London, Eng.....	500	500	500
Manning, J. B.....	New York.....	100	100	100
May & King.....	do.....	200	200	100
Moody, Harry.....	Wallington, Surrey, Eng..	40	40	40
Marx & Co.....	New York.....	100	100	100
Meyer, Moritz.....	do.....	300	300	200
Marache, Theo.....	do.....	3,500	3,000	2,900
Menzies, Wm. J.....	Edinburgh, Scotland.....	300	300	300
Morton, Rose & Co.....	London, Eng.....	27,493	27,624	27,357
Murray, Mary A.....	Montreal.....	50	50	50
Milne, G. G., in trust.....	London, Eng.....	40	40	40
Mason & Smith.....	New York.....	400	400	400
Melville, Evans & Co.....	London, Eng.....	2,080	2,080	2,080
Moore, F. L.....	New York.....	300	300	200
Mackenzie, Capt. F. G.....	Brighton, Eng.....	100	100	100
McIntyre, Duncan.....	Montreal.....	20,260	20,260	20,260
McNeill, Sir J. C.....	London, Eng.....	200	200	200
McIntyre, John.....	Stratford, Can.....	50	50	50
McGrigor, Mary J. D.....	London, Eng.....	10	10	10
McGrigor, Eliz. A.....	do.....	10	10	10
McGrigor, Dona E.....	do.....	10	10	10
McGrigor, Mrs. Anna.....	do.....	10	10	10
McDougall Bros.....	Montreal, Can.....	595	520	370
McAndrew, Julia J.....	New York.....	25	25	25
McAndrew, Catherine E.....	do.....	25	25	25
McGeorge, J. B.....	do.....	100	100	100
McAndrew, Wm.....	Bromley, Kent, Eng.....	500	1,000	1,000
Northcote, H. S.....	London, Eng.....	770	770	770
Northcote, O. H.....	New York.....	500	500	500
Newell, John.....	Philadelphia.....	600	600	600
Nicholas & Co., H. J.....	New York.....	400	400	400
Nimmo, Charles W.....	do.....	100	100	100
Norton, Henry B.....	Norwich, Conn.....	100	100	100
Noel, J. G.....	London, Eng.....	40	40	40
Neville, Fanny G.....	do.....	10	10	10
Noel, Right Hon. G. J.....	do.....	60	60	60
Nelson, Thos.....	Edinburgh.....	600	600	600
Niles, L. H.....	New York.....	.....	700	1,600
Ortman, J.....	Utrecht, Holland.....	800	900	900
Osborn, C. J.....	New York.....	2,450	2,450	2,450
Oswald Bros.....	Montreal.....	35	35	35
Osborn & Co., C. J.....	New York.....	1,350	1,375	1,850
Ortman & Zoon, A.....	Utrecht, Holland.....	110	110	110
Outwater, Richard.....	New York.....	8,470	8,370	8,070
Ordway, A. L.....	Providence, R.I.....	100	100	.....
Pearsall, Thomas W.....	New York.....	1,500	1,500	1,500
Perry, R. D.....	do.....	100	100	100
Platt, Samuel R.....	do.....	500	500	500
Porteous, D. S., account J. Meston.....	Aberdeen, Scotl.....	200	200	267
Ponsoby, Sir Henry & Collins, R. H.....	London, Eng.....	500	500	500
Propper, S.....	Paris, France.....	735	735	735
Prince & Whitely.....	New York.....	1,075	875	675
Pupke, J. F.....	do.....	100	100	100
Payne, W. G.....	do.....	200	200	200
Peacocke, Gen. G. J.....	London, Eng.....	117	117	117
Provost, C. W.....	New York.....	300	300	300
Pope, Jos.....	Ottawa, Can.....	10	10	10

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Name.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Plock & Co.....	New York.....	1,000	1,000	1,000
Ponsonby, Hon. W.....	London, Eng.....	10	10	10
Prall & Co., J. H.....	New York.....	100	100	100
Pruyn, Anna P.....	Albany, N.Y.....	100	100	100
Peters, Jarvis, Major-General Samuel.....	Maidenhead, Eng.....	80	80	80
Poulter, R. C.....	London, Eng.....	45	45	45
Porteous, D. S.....	Aberdeen, Scot.....	67	67	.....
Pierson, J. F.....	New York.....	100	200	200
Playfair, Capt. G. J.....	London, Eng.....	110	110	110
Paton, M. S.....	New York.....	.....	.....	100
Quintard, T. F.....	St. Norwath, Conn.....	5	5	5
Quackenbush, J. W.....	Mohawk, N.Y.....	.....	100	100
Ramsay, Hon. C. M.....	Stephen, Maine.....	300	300	300
Reilly, F. A.....	New York.....	100	100	100
Reynolds, Thomas.....	London, Eng.....	100	100	100
Rose, C. D.....	do.....	250	250	250
Rozenroad, C.....	Paris, France.....	122	122	122
Rockefeller, Wm.....	New York.....	1,000	1,000	1,000
Ross, John.....	Prince Arthur's Landing..	1,000	1,000	1,000
Robertson, R. H.....	Glasgow, Scot.....	100	100	100
Robertson, L.....	do.....	50	50	50
Rutson, A. O.....	Thirsk, Eng.....	60	60	60
Russell & Co., S. F.....	New York.....	100	100	100
Riggs, K.....	do.....	100	100	100
Reynes Bros & Co.....	do.....	100	100	100
Riddell & Stevenson.....	Montreal, Can.....	125	125	75
Reynolds, Rev. Samuel H.....	East Ham, Essex, Eng.....	20	20	20
Renwick, James.....	New York.....	400	400	400
Ryerson & Bod.....	do.....	25	25	25
Rensens, G.....	do.....	1,000	1,000	1,000
Russell, S. T.....	do.....	300	300	300
Rasmus & Lissignop.....	do.....	100	100	100
Randall & Wierum.....	do.....	100	100	100
Robin Phillips.....	do.....	5,000	5,000	5,000
Redmond, Wm.....	do.....	1,000	700	300
Robinson, Rev. Henry.....	Battle Sussex, Eng.....	.....	120	120
Seligman & Co., J. W.....	New York.....	2,500	2,500	2,500
Sheldon & Co., W. C.....	do.....	600	600	600
Smith, Hon. D. A.....	Montreal.....	23,290	23,290	23,290
Spencer, Trask & Co.....	New York.....	100	.....	.....
Stephen, George.....	Montreal.....	31,222	31,222	31,222
Stillman, James.....	New York.....	1,000	1,000	1,000
Stewart, J. A.....	do.....	100	100	100
Stuart, H. W.....	do.....	100	100	100
Stuart, J. M.....	do.....	100	100	100
Stanton, S. F.....	do.....	200	200	100
Sulzback Bros.....	Frankfort-on-Maine, Germ'y	1,593	1,593	1,593
Suamell, F.....	Kankakee, Ill., U.S.....	100	100	100
Schaw, A. S.....	Glasgow, Scotland.....	5,450	5,450	5,450
Scott, Wm. L.....	Erie, P. W. S.....	1,400	1,400	1,400
Springer, Max.....	Vienna, Austria.....	1,715	1,715	1,715
Sebert, W. F.....	New York.....	250	250	250
Stephenson, Mrs. G.....	Montreal, Can.....	50	50	50
Suttie, F. G.....	New York.....	55	55	55
Sprigg, J. A.....	Baltimore, Md.....	100	100	100
Seymour, Lady M. H.....	London, Eng.....	33	33	33
Stirling, Patrick.....	Kippenross, Dumblanc, Scot.	215	215	225
Smithers, Mrs. L. M.....	New York.....	500	500	500
Scott, H. C.....	Montreal.....	375	375	375
Stuart, W. C.....	New York.....	100	100	100
Secomb, E. A.....	do.....	400	400	400
Schmidt, John.....	Ilion, N. Y.....	50	50	50
Smith, G., trustee.....	New York.....	100	100	100
Sands & Co., S. S.....	do.....	300	300	300

CANADIAN PACIFIC RAILWAY COMPANY - List of Shareholders, &c—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct 28th.
Stroud, E. H.....	New York.....	50	50	50
Slater, J. F.....	Norwich, Conn.....	2,300	2,300	2,300
Sotheby, Admiral E. S.....	London, Eng.....	60	60	60
Soutter, & Co.....	New York.....	100	100	100
Sweet & Co., E.....	do.....	250	250	100
Stapfer & Streuli.....	do.....	100	100	100
Suffern, John.....	Belfast, Ireland.....	100	100	100
Schnakenburg, D.....	New York.....	5	5	5
Stock, J. N.....	London, Eng.....	10	10	10
Smithers & Co., C. H.....	New York.....	2,305	1,905	1,905
Scott & Co., G. S.....	do.....	9,000	7,700	7,700
Shutts, John H.....	Brooklyn, N Y.....	200	200	200
Sidney, Geo., jun.....	Spilsby, Lincolnshire, Eng.....	20	20	20
Sidney, Arthur.....	Tomby and Liverpool.....	20	20	20
Stroud, W. L.....	New York.....	100	100	100
Sibbald, J. G.....	do.....	100	100	100
Speyer Bros.....	London, Eng.....		700	700
Sternberger & Field.....	New York.....			600
Stutfield, G. H.....	London, Eng.....			12
Sheriff, John, B.....	New York.....			100
Taylor & Co. W. B.....	do.....	1,500	1,500	1,500
Thomson, A. G.....	London, Eng.....	245	245	245
Thorne, Samuel.....	New York.....	500	500	500
Thorne, Jonathan.....	do.....	2,800	2,800	2,800
Titus & Thomas.....	do.....	550	550	450
Tod, J. Kennedy.....	do.....	500	450	450
Trotter, Wm.....	London, Eng.....	485	485	485
Trowbridge, T. E.....	New York.....	100	100	160
Thyme, Selina C.....	London, Eng.....	570	570	570
Thyme, Lt.-Col. A. W.....	do.....	1,440	1,440	1,440
Thomas, Rev. H.....	Anglesea, N. Wales.....	10	10	10
Thynne, F. J.....	Bedford, Eng.....	612	612	612
Thursfield, J. K.....	London, Eng.....	20	20	20
Turner & Co., C. J.....	New York.....	200	200	100
Thibaudeau, A.....	London, Eng.....	2,000	2,000	2,000
Turney, V. B.....	New York.....	1	1	1
Thomas, J. H.....	do.....	100	100	100
Tucker, W. C.....	Norwich, Conn.....	10	10	10
Tuthell, J. G.....	New York.....	5	5	5
Urquhart, R.....	Ferres, Scot.....	10	10	10
Unger & Co., C.....	New York.....	1,300	1,250	1,150
Utter, F. M.....	do.....	2,220	2,450	3,950
Van Horne, W. C.....	Montreal.....	701	701	701
Van Horne, W. C., reserved.....	do.....	4,205	4,205	4,205
Van Eeghen, J. H.....	Amsterdam.....	500	500	500
Van West, A. R.....	New York.....	700	700	700
Van Scharek & Co.....	do.....	10	10	10
Van Siclen, A.....	do.....	100	100	100
Van Nosbrand, Martha J. J.....	Elizabeth, N. J.....	15	15	15
Van Emburg & Atterbury.....	New York.....	400	300	300
Van Hoffman & Co., L.....	do.....	1,200	1,000	1,500
Van Deventer, C. H.....	do.....	100	100	100
Willard & Co., E. K.....	do.....			200
Weir, W. H.....	Montreal.....		50	
Watson, G. H.....	New York.....		30	30
Wickham & Halsted.....	do.....	4,000	3,500	3,000
Wallis, Anne B.....	Montreal.....	10	10	10
Wolseley, Lord.....	London, Eng.....	800	800	800
Watson, W. & N. McAndrew.....	New York.....	300	300	300
Watson, J. D.....	do.....	7	7	7
Wilson & Bros., H. S.....	do.....	400	400	400
Woerishaffer & Co.....	do.....	800	700	700
White, Fred.....	Ottawa, Can.....	5	5	5
Wallace & Co., F. B.....	New York.....	100	100	

CANADIAN PACIFIC RAILWAY COMPANY—List of Shareholders, &c.—Continued.

Names.	Address.	1883.		
		Oct. 14th.	Oct. 24th.	Oct. 28th.
Wilcox, Julia L.....	New York.....	1	1	1
White & Co., L. L.....	do	100	100	100
Watzen, Toll & Co.....	do	5,000	5,000	5,000
Weston, W.....	do	100	100	100
Wright, John G.....	do	10	10	10
Whiteheads & Coles.....	London, Eng.....	135	135	135
Worthington, John.....	Brooklyn, N.Y.....	10	10	10
Worden & Co.....	New York.....	1,400	1,400	1,300
White, H. G.....	Syracuse, N.Y.....	400	400	400
Webb & Co., W. S.....	New York.....	1,800	1,800	1,800
Watson, A.....	do	1,100	1,100	1,100
Wadsworth, J.....	do	250	250	250
Watson & Lang.....	do	2,000	2,000	2,300
Warrender, Sir G., Bart.....	Edinburgh.....	6,000	6,000	6,000
Whitney, E. D.....	Philadelphia.....	100	100	100
White, Morris & Co.....	New York.....	4,520	4,320	4,220
Wilson, T. W.....	Sterborne, Eng.....	30	30	30
Winslow, Lamer & Co.....	New York.....	2,500	2,500	2,500
Wormser, H. S.....	do	2,200	1,900	1,800
Walsh, J. W., jr.....	do	10	10	110
White, Giles.....	do	15	15	15
Wellington, Chapp & Co.....	do	1,200	900	600
White & Co., S. P.....	do	500	500	500
Winthrop & Co., R.....	do	300	200	100
Wood, Huestis & Co.....	do	1,000	1,100	1,000
Wellington, A. W.....	do	50	50	.....
Young & Morse.....	do	100	125	125
	Total shares.....	550,000	550,000	550,000

I certify the above to be true statements of the disposition of the issued common stock of the Canadian Pacific Railway Company upon the dates named.

C. DRINKWATER, *Secretary.*

MONTREAL, March, 1884.

RETURN

(31v)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 ;—
 For: 1. A Statement of the particulars, with dates, of the expenditure of the Canadian Pacific Railway Company in connection with the St. Lawrence and Ottawa Railway. 2. For Statement in full detail, of the particulars of the amount of \$473,000, or thereabouts, stated to be for sundry advances, carriers, back charges, and other matters. 3. For a Statement, in detail, with dates of the payments, on account of Interest on stock of the Canadian Pacific Railway. 4. For copies of all Reports, and data on which the estimates of the Canadian Pacific Railway Company, and Mr. Schreiber, as to the cost of completing the Canadian Pacific Railway are founded.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
 29th March, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY,
 OFFICE OF THE SECRETARY, MONTREAL, 3rd March, 1884.

SIR,—As requested by your letter of the 29th ult., I have the honor to enclose the following Returns moved for by the House of Commons :—

1. Statement of expenditure of the Canadian Pacific Railway Company in connection with the St. Lawrence and Ottawa Railway.
2. Statement of particulars of the amount of \$473,000, stated in a previous return, to be for sundry advances, back charges, &c.
3. Statement of payments on account of interest on stock of the Canadian Pacific Railway.

I have the honor to be, Sir, your obedient servant,
 C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

St. Lawrence and Ottawa Railway Account.

23rd November, 1881.—For amount advanced by Messrs. Morton, Rose & Co., of London, England, from the Company's funds in their possession, in payment of St. Lawrence & Ottawa Railway stock purchased in the Company's behalf:

Value.....	£1436 0s. 4d.	\$ 69.900 00
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SUNDRY advances, carriers for back charges and other matters incidental to traffic at 31st December, 1883:

Bell, Lewis and Yates.....	\$ 16,051 96
Bryant, G. G.....	4,500 00
Ganadian Locomotive Company.....	2,175 47
Foster, A. B.....	35 728 06
Gillies Brothers.....	1,673 13
Middleton, G. H.....	5,250 00
Moody, H.....	1,702 31
Beatty, H.....	1,989 57
Provincial Treasurer.....	5,587 87
McTavish, J. H.....	17,441 35
Sinclair, A.....	1,787 84
Railway Clearing House.....	1,912 82
Dominion Government (in dispute).....	56,211 35
Dominion Express Company (Transportation Charges)	36,742 43
Manitoba and North-Western Railway.....	3,303 44
Department of Interior.....	17,746 66
North-West Fuel Company.....	2,760 88
Toronto Bridge Company.....	16,725 47
Priest, G. A.....	3,369 42
Short, R. J.....	2,498 24
North-West Coal and Navigation Company.....	2,263 59
St. Paul, Minneapolis and Manitoba Railway.....	34,854 23
McDougall & Co, G.....	3,263 40
McLaren, P.....	1,729 19
McLennan, R.....	5,000 00
McLachlan Brothers.....	2,787 59
North British and Mercantile Insurance Co.....	13,897 47
Credit Valley Railway.....	1,932 27
North Shore Railway.....	27,282 49
Howard, Thomas.....	6,083 00
St. Lawrence and Ottawa Railway (Operating Balance).....	39,432 19
Thomas, W. T.....	1,850 40
Canadian Express.....	1,338 03
Indian Department.....	1,397 55
Department Militia and Defence.....	551 05
Jacques Cartier Railway.....	1,032 39
Various Railways and Transportation Companies.....	93,428 58
	<hr/>
	\$473,281 77
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CANADIAN PACIFIC RAILWAY COMPANY,
MONTREAL, 24th March, 1884.

SIR,—Referring to your letter of the 29th ult., I have now the honor to enclose a statement in detail with dates of the payments on account of interest on stock of the Canadian Pacific Railway.

The statements Nos. 1 and 2, referred to in the said letter have already been furnished.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

STATEMENT of Payments on account of Interest on Stock of Canadian Pacific Railway :

February, 1882.—	Dividend on 50,000 shares, representing two semi-annual dividends, at rate of 6 per cent. per annum, calculated from dates upon which the different instalments were due.....	\$ 186,328 57
August, “	Semi-annual dividend, at 6 per cent. per annum, on 50,000 shares.....	150,000 00
February, 1883.—	Semi-annual dividend, at 6 per cent. per annum, on 250,000 shares.....	750,000 00
August, “	Semi-annual dividend, at 5 per cent. per annum, on 550,000 shares.....	1,375,000 00
		\$2,461,328 57
	Dividends of February and August, 1882, amounting to were paid out of net revenue, and were not charged to capital account.....	333,328 57
		\$2,128,000 00

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 10th March, 1884.

SIR,—I desire to say that my approximate estimate of the cost of portions of the Canadian Pacific Railway, being constructed by the Company, upon which no subsidy has been paid, is based upon information obtained from time to time from the engineers and others engaged upon the work, and from reports of the Company's officers, together with the profiles of the sections of the portions of the line in question.

I have the honor to be, your obedient servant,
COLLINGWOOD SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 27th November, 1883.

SIR,—In response to your inquiry of the 17th inst., I have the honor to submit herewith the preliminary report of Mr. A. B. Rogers, Engineer in Chief, in charge of the location of the Mountain Section of the Canadian Pacific Railway, together with a report of Mr. James Ross, Manager of construction of the Western Division.

These reports cover the only section of the line upon the practicability of which any doubts have recently been cast.

Beyond this section to the point of connection with the section under construction by the Government, no engineering difficulties exist; on the contrary, the work is light and may be quickly done.

I am happy to be able to report rapid progress on the Lake Superior Section of the line. Track-laying has been completed eastward from Port Arthur to the Nipigon River, and will be continued to a point thirty-five miles beyond before the close of the season. From that point eastward, for a distance of 100 miles, is encountered the heaviest rock work on the Lake Superior Section. This is covered by one mile contracts and is heavily manned. Work will be carried on throughout this winter, and it is expected that a considerable portion of this section will be ready for the track in the early spring.

The track of the main line extension westward from Lake Nipissing has advanced beyond Sudbury Junction. This section is also heavily manned, and the work will be pushed forward throughout the winter.

I have the honor to be, Sir, your obedient servant,
W. C. VAN HORNE, *General Manager.*

Hon. JAMES H. POPE, Acting Minister Railways and Canals.

MONTREAL, 20th November, 1883.

DEAR SIR,—The results of the surveys on the Mountain Division made during this year, 1883, are briefly, as follows: A line of definite location from the summit of the Rocky Mountains to the summit of the Selkirks, a distance of $95\frac{62}{100}$ miles, and a preliminary survey from the summit of the Selkirks to the west crossing of the Columbia (opposite the mouth of the Eagle Pass), a distance of 43 miles. The route adopted proceeds from the summit of the Rockies westerly down the Kicking Horse River, $44\frac{70}{100}$ miles to the valley of the Columbia, which it follows in a north-westerly direction nearly 30 miles, until it enters the valley of the Beaver, which it follows southerly and westerly for about 20 miles to the summit of the Selkirks. From this latter point it descends westerly down the east fork of the Ille-cille-wait, about 20 miles to a junction with the main stream, which it follows south-westerly about 23 miles to the west crossing of the Columbia. A maximum gradient of 116 feet per mile is found necessary in the descent westerly from the summit of the Rockies down the Kicking Horse Pass for a distance of about 17 miles, and again for a distance of 2 miles in the Lower Kicking Horse.

The same gradients are used in the ascent of the Selkirks for about 16 miles and for nearly 20 miles down their west slope. In no instance is this rate of grade exceeded, and a proper compensation for curvature is made in every case by a reduction of the rate of grade.

We have used a maximum rate of curvature of 10 degrees, namely in the Kicking Horse Valley, but only an occasional use of that rate of curvature in the canon of the Columbia and in the Selkirks. I am confident, however, that in the final adjustment of the line after the right of way shall have been cleared, a material improvement will be made in this respect.

There will be three crossings of the Kicking Horse in the upper valley and eight in the lower—all of one span, and no span exceeding 200 feet. The first, or easterly crossing, of the Columbia will require a bridge of 350 feet in length and the west crossing about 800 feet.

The heaviest work to be encountered in construction lies in the Upper Kicking Horse, where about six miles may be classified as hard mountain work, with about two miles of hard work near the mouth of the Kicking Horse, the remainder averaging from medium to light. For 10 miles near the bend of the Kicking Horse, and 20 miles in the valley of the Columbia, the work will compare favorably with that in the Bow Valley. In the six miles of the Columbia canon the work may be rated as two miles hard work and the remainder light. Through the Selkirks the work is more uniformly distributed than through the Rockies and presents no special engineering difficulties, and for mountain work may be considered moderate, the percentage of rock being unusually small.

Estimates for the entire line, in sections of one mile each, accompanying the plans and profiles submitted with this report.

Tunnelling will be required as follows:—

	Lineal feet.
In the Upper Kicking Horse.....	1,800
“ Lower “	2,400
“ Columbia Canon	2,300
“ East slope of Selkirks.....	none
“ West “ “ not to exceed.....	1,200
Making a total of.. .. .	7,600

Longest tunnel 1,400 feet; next in length 1,000 feet; others from 150 to 600 feet in length.

I am glad to state that my expectations of the feasibility of the route adopted have been more than realized by the results of the surveys of this year, and as shown by the plans and profiles, the work is of such nature that any desired force can be

used on the construction, and with a certainty of the greatest dispatch in its completion.

The track having reached the summit of the Rockies, there remains a gap of not over 270 miles to be completed between that point and Kamloops.

The elevations above the the sea level of some of the prominent points on the line are as follows:—

	Feet.
Summit of the Rockies.....	5,300
Bend of the Kicking Horse.....	3,647
Mouth " " (in Columbia Valley.....)	2,541
East Crossing of Columbia River (grade)	2,392
Summit of Selkirks.....	4,316
West Crossing of Columbia (grade)	1,436

The highest elevation attained is that in the Rockies, 5,300 feet The highest elevation to be overcome in the Gold Range is the Eagle Pass, which is not more than 400 feet higher than the West Crossing of the Columbia.

Yours truly,

A. B. ROGERS, *Chief Engineer in charge of Surveys, Mountain Section.*

W. C. VAN HORNE, General Manager C. P. R., Montreal.

MONTREAL, 23rd November, 1883.

DEAR SIR,—Our track will at the end of this week, reach the summit of the Rocky Mountains, thus fully carrying out this year's programme of work under my superintendence nearly six weeks ahead of the time allowed for it; besides we have some work done on the Western Slope down the Kicking Horse Pass.

At present there are about seven hundred and fifty men employed in the Rocky Mountains, but it is our intention to reduce this force somewhat, and confine our operations this winter to making ties and timber, forwarding supplies and completing the final adjustment of the line.

During the year I have been able to personally examine very thoroughly our route through the Rockies to the Columbia, and besides having Major Rodger's reports of the work on the Selkirks, I sent Mr. Hogg to examine and report upon it, and am satisfied that we have the most direct practicable line for the Canadian Pacific Railway, with summit elevations lower than on the other Pacific lines.

I desired, however, as I explained to you in a former letter, before commencing construction on the Western Slope of the Rockies to feel perfectly assured that the Kicking Horse line had been thoroughly developed by surveys so as to give us a line with the shortest heavy grade planes, the least amount of curvature, located where it could be maintained after construction, and at the least cost, and I have had other surveys made through the Bow River and Howse Passes to determine whether we could get a line, which though evidently longer than the Kicking Horse, would present such features as would compensate for its increased distance.

As the result of our examinations and surveys, I am glad to say that we can commence our work in the spring, feeling quite satisfied that we have secured beyond doubt, the best line through the mountains.

The heavy portion of our next season's work will be in the Kicking Horse Valley, but it is placed so that we can distribute a large force upon it. The longest tunnel is 1,400 feet, and we can, if found necessary to expedite the construction, build a temporary line around the heavy work.

Yours faithfully,

JAMES ROSS, *Manager of Construction.*

W. C. VAN HORNE, General Manager C. P. R.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE GENERAL MANAGER, MONTREAL, 18th April, 1883.

SIR,—In response to your request for additional information concerning the line proposed to be adopted by this Company through the Rocky and Selkirk Mountains,

I have the honor to submit the following condensed profile of the line from Fort Calgary to the second crossing of the Columbia River, as deduced from the latest reports of the Engineers of the Company.

This profile shows the work that may be expected as regards gradients, and it is believed that great improvements will be made in the final location. The undulations between the chief gradients cannot well be shown on so small a scale, and they are unimportant and do not affect the main question.

In locating the line through the mountains the chief considerations have been the saving of distance, the cost of construction and economy in operation, and, as affecting the latter, curvature and gradients have been carefully considered.

Dangers from land slips and snow slides has also had some influence in determining the location.

In descending from the summit of the Rocky Mountains towards the Columbia River, Major Rodgers, Engineer-in-Chief of the Mountain Division, reports that a gradient of ninety feet per mile can be secured, but that it will involve a large loss in distance, heavy curvature, long tunnels, enormous expense, and serious loss of time in construction, and that each of these objections is so serious as to render the use of that gradient almost impracticable, and inasmuch as assistant engines would be required on a grade of ninety feet as well as on one of 116 feet per mile, the Company have decided to adopt his recommendation of a direct line down the west slope of the Rocky Mountains, with a gradient for a distance of twenty miles at the last named rate.

The next problem encountered is as to whether the line should be carried around the great bend of the Columbia River or directly across the Selkirk Mountains.

A practicable line has been found directly across, reaching the summit on either side by gradients of 116 feet per mile, and each twenty miles in length.

The distance across by this line is sixty-three miles, while, by a line following the Columbia Valley around the mountains, it would be about 140 miles.

The latter line has not been examined all the way around, but from such examinations as have been made, it seems quite certain that gradients of eighty or ninety feet per mile would have to be used in places.

We will, for our present purpose, assume that the ruling gradients on the other portions of the Canadian Pacific Railway ($52\frac{8}{10}$ feet per mile) would not be exceeded. We have, therefore, to consider whether a line 63 miles in length, with two gradients of 116 feet per mile, each 20 miles in length, is preferable to a line 140 miles in length with maximum gradients of $52\frac{8}{10}$ feet per mile.

The practicability of operating gradients as heavy as 116 feet per mile, is beyond question; such gradients are used on one of the Pacific lines, and many, even heavier, have been used for years in various parts of America.

The question, therefore, is one of economical operation.

To operate such heavy gradients to the best advantage, with a considerable traffic, heavy assistant engines are necessary, and the cost of operating such grades as compared with grades of 52 feet per mile for the same distance, is almost precisely, the cost of the service of the assistant engines, and the additional wear and tear of track incident to their use, and as against this we have the saving of the cost of operating 77 miles of additional line, and the saving of nearly two hours time with passengers and four hours time with freight trains.

The latter consideration, which is of great importance in competing for through traffic, would alone be sufficient to justify the use of heavier gradients.

It should be remembered, that in the case of passenger trains, double locomotive service will seldom be required; ordinarily the substitution of a heavy for a light locomotive will answer the purpose.

The heaviest gradient on a line is usually considered the ruling one, but this is not entirely true.

The ruling gradient is the one that offers the greatest resistance to the traffic of the railway. A gradient of 80 feet per mile in one direction, may be more

objectionable than one of 116 feet in the other, by reason of the greater volume of traffic in the one direction than in the other. A gradient of 80 feet per mile on one section of the line may be more objectionable than one of 116 feet on another, by reason of the larger traffic on the one section than on the other. For example—a gradient of 80 feet per mile, east of Winnipeg, would be more objectionable than a gradient of 116 feet per mile on the mountain section, because the tonnage will be several times as great on the former section as on the latter. The entire products of the great plains between the Red River and the Rocky Mountains, in addition to the through traffic to and from the Pacific Coast must pass over the former section, while the latter will have little more than the through traffic, which, in the case of the other Pacific lines, amounts to but 10 or 12 per cent of the whole.

It will be observed that going westward, no grade exceeding 52 feet per mile will be encountered to within 5 miles of the summit of the Rocky Mountains, and from this point to the summit, the ascent is but 75 feet per mile, and on this short section, assistant engines will not be required for a moderate traffic. So that the only place between Montreal and the Pacific Coast where west bound trains will require assistance, is the ascent of the east slope of the Selkirks, and east bound trains will require assistance in only two places, namely: the ascent of the west slope of the Selkirks, and the west slope of the Rocky Mountains, 20 miles in each case.

It should be remembered in this connection that the preponderance of through traffic across the continent is largely west bound, and that the two heavy gradients rising eastward, might therefore be still heavier without material disadvantage.

In considering the cost of construction, the capitalized value of the saving in the cost of operation, by reason of shorter distance, has been kept in view, and the theory followed as to gradients may be briefly stated in the following words of Hermann Hauff, one of the best authorities on this subject:—

“If the maximum resistances can be concentrated at one point, and overcome at once with the aid of assistant engines, while lighter gradients in favor of the direction of the tonnage prevail on all the rest of the route, the line will be operated cheaply. But if the maximum resistances are scattered over the whole line at intervals, more or less remote, the operation will be expensive.”

It will be observed that the line proposed to be adopted from the summit of the Rocky Mountains to the second crossing of the Columbia River, fully complies with these conditions of operative economy, the gradients all descending in the direction of the heaviest traffic, except the grade up the east slope of the Selkirks, where it is proposed to use an assistant engine. The following extract from Wellington on the “Economic Theory of the Location of Railways” (page 143), affords the highest authority for what has been stated, as to the use of assistant engines in saving distance.

“In evidence of the slight importance of the rate of grades in inclines worked with assistant engines, we add the following table.

“TABLE XXIV.—Showing the engine ton mileage required to move one ton of net load 100 miles on a level, except for a rise of 2,400 feet on different grades, worked with assistant engines, according to the average daily experience of American Railways.

Rate of Grade on Incline. — Ft. per Mile.	Length of Incline. — Miles.	Length of Level Track. — Miles.	Engine for mileage per ton of Net Load moved 100 miles.		
			While on Incline.	While on Level Track.	Total.
24	100	...	1·056	.....	1·056
30	60	40	·862	·210	1·072
80	30	70	·760	·369	1·129
100	24	76	·755	·400	1·155
120	20	80	·766	·421	1·187
150	16	84	·803	·442	1·245
200	12	88	·900	·463	1·363

"It will be seen that the rate of incline has an inconsiderable influence on the motive power required, and the thoughtful reader will perceive why this should be so, and yet that high ruling grades for through engines should be a very costly luxury. If we keep "two consolidation" pushers at work on this line, the motive power is increased five time, and the grade corresponding to 20 feet for one engine will then be 145 feet per mile, and this grade is in no appreciable respect more costly or objectionable than a grade of 92 feet per mile worked by one pusher."

The profiles annexed are given by Wellington to illustrate the economic advantages of the consolidation of gradients, and of making an ascent at once, by a heavy grade instead of a series of lighter ones.

I have the honor to be, Sir, your obedient servant,

W. C. VAN HORNE, *General Manager.*

Hon. Sir. CHARLES TUPPER, Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 29th January, 1883.

SIR,—I have the honor to enclose for the information of the Hon. Minister of Railways, copy of a report, dated 10th inst., of Major Rogers, on the survey and explorations conducted by him in the Rocky Mountains, between Fort Calgary and Kamloops, during the past year.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

WINNIPEG, 10th January, 1883.

DEAR SIR,—I beg to submit the following report on the progress of the surveys of the Mountain Division of the Canadian Pacific Railway, between Fort Calgary and Kamloops Lake:—

At the close of the preliminary work in 1881, I left a party, under D. McMillan, on the Columbia River, at the mouth of the Kicking Horse, with instructions to make such surveys and explorations during the winter as the weather would permit.

For the prosecution of the work in 1882, I arranged to send three full engineering parties under Mr. F. Hurd, Principal Assistant, by way of Fort Benton and Fort Calgary to the Rocky Mountain pass—one of the parties, under F. P. Davis, to commence location from the summit eastward; another, under H. S. Huson, from the summit westward; and the third, under F. W. Aylmer, to proceed to the Columbia River to cut trails and commence exploratory work in the Selkirk Range. With Aylmer were a number of extra men to fill out McMillan's party.

I left St. Paul at the end of March and proceeded to the Columbia River, by the way of San Francisco, Portland, Pend d'oreille Lake and the Kootenay River. I purchased supplies at San Francisco and Walla Walla sufficient for the season's work in the Columbia Valley, and arrived at McMillan's camp, at the mouth of the Kicking Horse River, on the 20th of May.

From November 20th to the middle of January, McMillan, with nine men, had been engaged in getting supplies down the Columbia on toboggans (the river having frozen exceptionally early, preventing the use of canoes). After this he had run a preliminary line down the Columbia about seven miles and up the Kicking Horse about ten miles, and had made a trial location of about six miles.

On the 22nd of May I started from the camp on the Columbia, for the Selkirk Mountains, but was unable to cross the range, owing to very high water in all the mountain streams. Returning I crossed the valley of the Spellniacheen, striking the Columbia about forty miles above the mouth of the Kicking Horse, finding a very good route for a pack trail from the Columbia River to Beaver Creek, and reaching camp on the 16th of June. I remained at the camp until June 26th, making examinations of the line and awaiting the arrival of supplies which had been delayed by high water between Pend d'Oreille Lake and Kootenay Ferry, many bridges having to be repaired and some new ones built.

On the 30th June I started for the summit of the Rocky Mountains to meet Aylmer's party; from whom I had not heard since leaving Winnipeg.

On July 3rd, I found Hurd and Aylmer with eighteen men encamped at the bend of the Kicking Horse making preparations for rafting across the river, and learned that the two parties under Huson and Davis had commenced the work of location from the summit on the 19th of June. I sent Mr. Hurd back to look after the work of these parties, and to forward supplies to Aylmer, and sent six of Aylmer's men to join McMillan.

On July 4th the rafting of men and supplies across the Kicking Horse River was completed. The following day was spent in cutting trails, and on the 6th I started with four of Aylmer's men for the Columbia to raft supplies and then to go into the Selkirks, Aylmer and the rest of his men to remain and complete the trail to the Columbia.

On Monday, July 17th, I started from the Columbia with two white men and three Indians for another trip into the Selkirks by the way of Beaver Creek, and on the 24th I had succeeded in finding a practicable line across the summit and into the east branch of the Ille-cille-want, and returned to camp on the 6th of August.

On the 8th of August I sent Aylmer's party to open a trail to the summit of the Selkirks, and to make a survey from the summit easterly. He succeeded in cutting the trail, but owing to the great amount of fallen timber and other difficulties encountered, he was so late in reaching the summit that the snow prevented any attempts at an instrumental survey, and he returned, reaching the Columbia about October 20th.

I left the Columbia on August 10th, and met Huson with his party at Otter Creek, about seventeen miles west of the summit of the Rocky Mountains. He had nearly completed his preliminary line to that point. On the 17th I arrived at Davis' camp, opposite the east end of Castle Mountain, about twenty one miles east of the summit, and found that he had located an excellent line from the summit to that point—one that will require very few alterations.

On the 18th Mr. Hurd arrived at Davis' camp. I left Davis' camp on my return to the Columbia on August 19th, Mr. Hurd accompanying me. On the 20th I found Huson's party 4 miles west of the summit preparing to commence location. On the 23rd I reached McMillan's camp, 10 miles east of the Columbia.

From this time until late in October I was engaged in arranging for supplies, in examining the different lines and in exploring the country, and on the 27th of October I started east, across the Rocky Mountains; met Hurd near the summit, on the Bow River, and found Davis at work about 40 miles east of the summit. Huson had left the Mountains for the winter, and had gone to Padmore. After arranging for a continuation of the surveys eastward to Calgary during the winter, I started for Winnipeg by the way of Calgary and the end of track, reaching Winnipeg on November 24th.

GENERAL RESULTS.

As a general result of the work up to November 5th, when I left Padmore, at the eastern base of the Rocky Mountains, I may report that the location had been completed from the summit of these mountains eastward along Bath Creek and the Bow River for a distance of 40 miles, and also from the summit westerly, following the east branch of the Kicking Horse River, a distance of 8 miles, the latter section covering the heaviest work descending to the Columbia.

From the end of this location a preliminary survey has been made for about 11 miles, ending in the bottoms of the Kicking Horse River. The line follows these bottoms for a distance of 12 miles, to where McMillan's survey begins, and as the work on this section is light, and no difficulties are encountered either as to grades or curvature, no instrumental survey has, as yet, been made. McMillan's line from the bend of the Blackberry River, in the Columbia Valley, about $27\frac{1}{2}$ miles, is simply a trial location, and will be re-run and greatly improved.

From the first crossing of the Columbia, the line enters the Selkirk Range by way of Beaver Creek, which it follows in a southerly direction about 16 miles, and thence runs westerly up a branch of the same creek between 4 and 5 miles, thence south-westerly over the divide, 3 miles to the east fork of the Ille cille-want, thence down the east fork of the Ille-celle-want to the main stream, which it follows to the second crossing of the Columbia, opposite Eagle Pass.

The 40 miles of line located from the summit of the Rocky Mountains, eastward, is in very easy work, affording light grades and good alignment. The descent from the summit eastward is at the rate of 75 feet per mile for the first five miles, and for the remainder of the distance, the maximum is 37 feet to the mile, and while the surveys eastward to Fort Calgary have not yet been completed, I have reason to believe that the maximum gradients may be confined within the figures last named.

From the summit of the Rocky Mountains descending westerly to the Columbia Valley, a maximum gradient of 90 feet to the mile can be secured, but it would involve excessive curvature, a large increase in distance and in cost, and twice the time in construction, and inasmuch as helping engines will be required in any case, I have thought it best to adopt a heavier and shorter grade, and the shortest practicable line. This section of the line, as located, is in very heavy work, which cannot be avoided, but it is very direct, and the heavy gradients (116 feet per mile) are confined within a comparatively short distance.

Owing to the shortness of the season, the difficulties and delays encountered in reaching the work, and to high water in the mountain stream, and the enormous amount of labor involved in cutting trails, no instrumental survey of the line across the Selkirk range has, as yet, been possible.

I have, however, thoroughly examined the line and ascertained the altitudes by repeated barometric observations, which have been carefully checked, and I feel entirely safe in reporting a practicable line through their range, and with maximum gradients of 105.6 feet per mile, but in this case also I would recommend the use of gradients of 116 feet per mile, in order to avoid some points where dangerous snow slides are to be feared.

The work through the Selkirks will be very heavy and expensive, but I believe that the increased cost will be fully justified by the great saving in distance and in the cost of operation. From my investigation of the line between the Selkirk Range and Kamloops, I am confident that no heavier gradient than 52.8 or at most 60 feet per mile are to be expected. The heavy gradients in the Mountain Section of the line which will, in no case, exceed those of the Central Pacific Railway, will be grouped in three short sections, one from the summit of the Rocky Mountains down toward the Columbia River 20 miles, another of 20 miles up the east slope of the Selkirks towards the second crossing of the Columbia at the summit of the Selkirks between the ascending and descending grades there is a comparatively level interval of about three-quarters of a mile which is admirably adapted to the requirements of a station for marshalling trains.

The economical advantages of the consolidation of the heavy gradients where helping-engines will be required, is too apparent to require any special comment here, but I may say that in this respect the Canadian Pacific will compare most favorably with any of the other Pacific Railways. I may add, that on the Northern Pacific gradients as high as 128 to 130 feet to the mile are used.

The surveys from the summit of the Rocky Mountains eastward to Fort Calgary will probably be completed during the present month.

The altitude of the line at the summit of the Rocky Mountains does not exceed 5,500 feet above the sea level, and at the summit of the Selkirks it does not exceed 4,500 feet.

Submitted herewith are plans and profiles as follows (*not printed*):—

	Miles.
Plan (No. 1) and profile (No. 1 ^A and 1 ^B) of location from Rocky Mountains eastward.....	40
Plan (No. 2) and profile (No. 2) from summit Rocky Mountains westward.....	8½

	Miles.
Profile (No. 3) preliminary line on Kicking Horse River	11
Plan (No. 3) and profile (No. 4), trial location from bend of Kicking Horse River to Columbia River	27½

Yours very truly,

A. B. ROGERS, *Engineer Mountain Division.*

W. C. VAN HORNE, General Manager, C. P. R.

CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 29th September, 1882.

SIR,—Since the Engineer in charge of the mountain surveys of this Company, Major A. B. Rogers, has reported a practicable and reasonably direct route through the Selkirk range, a statement, in a connected form, of the character of the entire mountain section, from the eastern base of the Rocky Mountains to Lake Kamloops, may be of interest and value.

In this report upon the mountain surveys of 1881, Major Rogers says:—"The route selected for location passes up the Bow River to its junction with Bath Creek; thence up Bath Creek westerly about five miles; thence south-westerly about one mile to the Summit Lake, which is about one-half mile in length, and from which the water flows both easterly and westerly, and lying about four or five miles further east than is shown on the map as the summit of the Rockies; thence down the east branch of the Kicking Horse to the main stream, which is followed to the Columbia River.

"From the result of the survey as far as made, I can safely assure a descent from the summit to the Columbia River, with a grade not to exceed eighty feet to the mile, with an easier grade up Bow River and Bath Creek to the summit."

In his verbal report on this section, Major Rogers said he expected to reduce the grades to sixty-six feet to the mile, and the latest advices from his chief assistant, Mr. Hurd, indicates that east of the summit, at least, the grades will not exceed sixty feet to the mile.

In his report on the exploration of 1881, Major Rogers further says:

"I had made a reconnaissance from Kamloops easterly to the summit of the Selkirk range, and from general observation and barometric readings, can safely report a grade not to exceed sixty-six feet to the mile between Kamloops and the north fork of the Ille-cille-want, and from thence to the summit of the Selkirks, not to exceed eighty feet to the mile."

It was Major Rogers' chief task this year to connect the two lines described, and he has succeeded in doing so with a line ascending westerly for a distance of twenty miles, to the summit of the Selkirks, at the rate of 105 6 feet per mile, and descending the western slope at the same rate for the same distance, the two heavy grades being connected at the summit by a comparatively level section three-quarters of a mile in length.

It may, therefore be safely stated, that with the exception of the Selkirk range, the maximum grades east of Kamloops Lake will be eighty feet to the mile, with a strong probability that these will be reduced to sixty-six feet to the mile; and considering the fact that the heavy grades in the Selkirk range are embraced within a comparatively short distance, their disadvantage is very little as compared with the great saving in through distance. It may be remarked at the same time that these gradients in the Selkirks are about ten feet to the mile lighter than the maximum of the Union Pacific Railway.

I am, Sir, your obedient servant,

GEO. STEPHEN, *President.*

Hon. J. H. POPE, Acting Minister Railways and Canals.

P.S.—Since writing the above, I have received a further letter from Major Rogers, dated Columbia River, 24th August, from which the following is an extract:—

" I have to-day returned from a trip east ; seeing all the parties. Davis, running east from summit of Rocky Mountains, is getting a splendid line. After crossing Bow River his maximum grade being 0·7 per chain, or 37 feet per mile. He has located about 25 miles.

" Huson, working from summit westerly down the Kicking Horse, has not done well, having located only about 3½ miles, and run down about 15 miles of preliminary line in addition.

" McMillan, running from the summit in the bend of the Kicking Horse, westerly, is getting a 52·80 grade and good work. His work, after the first 8 miles, is rough, as must be expected in such a gorge.

" I have great hopes of confining a'l heavy grades (exceeding 52·80 per mile) to within 20 miles of the two submits (the Rocky and Selkirks.) "

SUPPLEMENTARY RETURN

(31w)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—For a Statement :—

1. Of the mileage cost of the Canadian Pacific Railway Line for the 615 miles West of Winnipeg, to a point 45 miles East of the Saskatchewan.
2. Of the mileage cost of each one hundred miles of this part, going Westward, separately stated.
3. Of the mileage cost of the above, divided into the usual headings.
4. Of the names of contractors for any works on this part.
5. Copies of the contracts for such works, including Langdon and Shepard's contract.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
2nd April, 1884.

MONTREAL, 27th March, 1884.

SIR,—With reference to your letter of the 12th ult., I have the honor to enclose a statement of the amount expended on different sections of the line, and of the names of contractors on the work, east of Port Arthur, called for by Address of the House of Commons, dated February 17th, 1884.

I regret to say that it is not possible to give the cost of these different sections in the form required by the address.

The return asks for the names of persons with whom this Company made contracts for work on the Nipissing district, west of Callander, other than the Construction Company. I beg to say that no such contracts have been made, the work having been done by the Railway Company under the supervision of its own officers.

The name of contractors for work on the 615 miles west of Winnipeg are also asked for. The only contract entered into was with Messrs. Langdon, Shepard & Co., a copy of whose contract has already been submitted.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY COMPANY.

STATEMENT of Amount Expended to 31st December, 1883.

Cost of 615 miles west from Winnipeg, yards and shops—		
Cost of buildings, yards, &c., at Winnipeg	\$ 1,040,701 32	
do 615 miles west of Winnipeg.....	10,321,524 00	
		\$11,362,225 32

CANADIAN PACIFIC RAILWAY COMPANY,
ENGINEERING DEPARTMENT, MONTREAL, 27th March, 1884.

LIST of Contractors for Works on Lake Superior Division.

Names of Contractors.	Description of Work.	
Jas. S. Winston & Co.....	Grading earth and rock.....	
J. R. Macdonell.....	do do	
Dwyer & Co.....	do do	
M. Brown.....	do do	
Cormull & MacLennan.....	do do	
P. McLeod.....	do do	
Frank & Co.....	do do	
John Dohney.....	do do	
W. J. Connelly.....	do do	
Grant & Co.....	do do	
Marvin Burk.....	do do	
J. R. Macdonell.....	do do	Second contract.
A. R. Macdonell.....	do do	
P. McRae.....	do do	
J. R. Macdonell.....	do do	Third contract.
John Graham & Co.....	do do	
J. R. Macdonell.....	do do	Fourth contract.
M. Brown.....	do do	Second contract.
Winston & Co.....	do do	Second contract.
Jas. Isbester.....	do do	
McKenzie & Co.....	do do	
Angus Sinclair.....	do do	
Dwyer, Doyler & Co.....	do do	Second contract.
Wm. Stoddard.....	do do	
Peter McLeod.....	do do	Second contract.
Wm. C. Dobbie.....	do do	
R. R. McLennan.....	do do	
Macdonell & Cameron.....	do do	
R. G. Reid.....	do do	
Wm. Blair.....	do do	
John Haverty.....	do do	
John Ryan & Co.....	do do	
F. Erickson.....	do do	
McKay & Dwyer.....	do do	
D. Ogilvie.....	do do	
Kenneth McLeod.....	do do	
McDonald, Cameron & Co.....	do do	Second contract.
John Pinkerton.....	do do	
Doane & Wright.....	do do	
D. McDonald.....	do do	
H. F. Donkin & Co.....	do do	
Densmore & Richardson.....	do do	
Hugh McColl.....	do do	
J. J. Elliott & Co.....	do do	
Hazlewood & Co.....	do do	
John Wardrope.....	do do	
James Barry.....	Masonry, bridges and culverts.....	
R. G. Reid.....	do do	Second contract.
Cormull & MacLennan.....	Railway ties.....	Second contract.
Alden & Lassig.....	Iron superstructure for bridges.....	
Edge Moore Iron Co.....	do do	
Pittsburg Bridge Co.....	do do	
Dean, Westbrook & Kiones.....	do do	

SUPPLEMENTARY RETURN

(31x)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884 ;—For a Statement :

- (1) Of the mileage built by, and the payments in detail, with dates, to the Construction Company in respect of the Canadian Pacific Railway line from the point 45 miles east of the Saskatchewan, going westward.
- (2) Of the cost to the Canadian Pacific Railway Company of the line from the above point to Calgary, and also from Calgary to the summit of the Rocky Mountains.
- (3) Of the estimated cost to complete that part of the Canadian Pacific Railway left unfinished by the Construction Company, between Callander and Port Arthur, and separately of the equipment for this part.
- (4) Of the estimated mileage cost of this part, divided into the usual headings; and that of the very heavy section of 100 miles so divided.
- (5) Like Statement as in numbers 3 and 4, to complete that part left unfinished between the Rocky Mountains and Kamloops, and a Statement of all data upon which such respective Estimates as to cost of construction are based.

By Command,

J. A. CHAPLEAU,
Secretary of State,

Department of the Secretary of State,
2nd April 1884.

CANADIAN PACIFIC RAILWAY COMPANY.

Statement of amount expended to 31st December, 1883.

Cost of work, 342 miles west from a point 45 miles east of Saskatchewan River.	\$ 5,391,363 97	
Paid on account North American Railway Contracting Company.....	521,446 19	
		\$5,912,810 16
Cost of Rocky Mountain Survey.....		254,139 11
		\$6,166,949 27

SUPPLEMENTARY RETURN

(31y)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;—

- (1) For a statement of the cost of the first 40 miles, west of Callander, built by the Canadian Pacific Railway Company.
- (2) Of the mileage built by, and the payments in detail, with dates, made to the Construction Company, in respect of the line west beyond the above 40 miles to Sudbury Junction, or beyond.
- (3) The cost of any work done by Canadian Pacific Railway Company on this section, since the cancellation of the contract with the Construction Company, up to 31st December last, and of such cost up to the date of the accounts given to the Minister of Railways.
- (4) Of the names of the persons with whom the contracts of the Pacific Railway Company, for such work, were made, and copies of their contracts.
- (5) Like particulars as in Nos. 2, 3 and 4, in respect of the line from Port Arthur eastward.
- (6) Statement of the cost of the Algoma Mills Branch, divided into the usual headings under which railway construction works are divided.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
2nd April, 1884.

CANADIAN PACIFIC RAILWAY COMPANY.

Statement of Amount Expended to 31st December, 1883.

Cost of first 40 miles, west from Callander (incomplete).....	\$1,125,275 77
Cost of line west of first 40 miles west of Callander :—	
Paid on account North American Railway Contracting Company	\$1,886,181 06
Paid on work done since expiration of contract	238,514 35
	2,124,695 41
Cost of line from Port Arthur eastward :—	
Paid on account North American Railway Contracting Company.....	1,880,551 46
Paid on work since expiration of contract.	419,231 23
	2,299,782 69
	\$5,549,753 87
Cost of Algoma Branch, 95 miles.....	\$1,877,323 63

RETURN

(31z)

To an ADDRESS of the HOUSE OF COMMONS, dated 24th March, 1884;—For copies of all Orders in Council, detailed Statements, Vouchers, Evidence, Reports and Estimates and other papers in connection with all payments or advances made to the Canadian Pacific Railway Company on any account whatever, not included in the Statements already brought down, with detailed Statements and dates of the amounts of such payments and advances.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
3rd April, 1884.

Secretary of State.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 26th February, 1884.

SIR,—In anticipation of the passing of the Bill relating to the Canadian Pacific Railway Company, now before Parliament, I beg to enclose a Statement of floating debt of this Company, provision for the payment of which is made in the said Bill.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

A. P. BRADLEY, Secretary Railways and Canals.

BANK OF MONTREAL, MONTREAL, 22nd February, 1884.

Advance to Canadian Pacific Railway Company as per books of this Bank on this day.	\$3,282,103
Credit opened in our New York office to pay for rails.....	50,000
Interest accrued on loan.....	15,000
	\$3,347,103

And we understand cheques have been issued by the railway on this bank which will about absorb the balance of the credit authorized by this bank in their favor, \$3,500,000.

This credit is secured by sundry bonds and stocks, an order on the Government for all subsidies coming to the railway, and the personal guarantee of George Stephen, Hon. D. A. Smith, Duncan McIntyre and R. B. Angus.

I certify the foregoing is correct.

E. S. CLOUSTON, *Manager.*

MONTREAL, 8th March, 1884.

SIR,—I have the honor to state that this Company is extremely desirous that the floating debt of this Company, which it is provided by the recent Act shall be extinguished by the appropriation thereto of \$7,500,000 of the proposed loan, should be paid without delay; in fact, that its payment is a matter of urgent necessity, if the full benefit of the loan is to be obtained either by the Government or the Company.

And I beg respectfully to ask that the sum of \$5,700,663, stated by the Company as the amount of floating debt appearing by its books on the 31st December last, shown by the statements laid before Parliament, audited and verified by Messrs. Schreiber and Miall, and referred to by you in your address in moving the resolutions, be ordered to be paid forthwith.

And that the order to be passed may include directions to pay such further amounts of floating debt, not exceeding the further sum of \$1,799,337, as shall be shown to have been incurred in the prosecution of the Company's enterprise previous to the 31st December last, and not then appearing in the Company's books. If an order of this kind can be made, the details of the further payment can be established as the Council shall decide.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

An Act to amend the Act intituled: "An Act respecting the Canadian Pacific Railway," and for other purposes.

Whereas the Canadian Pacific Railway Company have represented, that although possessed of property and assets, which, if realized, would be sufficient for the completion of the Canadian Pacific Railway within one half the time contemplated by the contract between the Government and the Company, namely, by the first day of May, one thousand eight hundred and eighty-six, yet that in consequence of the state of the market for railway securities, and other circumstances beyond their control, and notwithstanding the agreement made with the Government on the seventh day of November last, for securing for ten years from the seventeenth day of August last, a three per centum dividend upon their outstanding stock, they are unable to procure the funds required for proceeding with the work of construction as rapidly as is necessary to complete the railway within the said earlier period, and have applied for certain modifications of the contract of construction and of the said agreement, and for an advance upon the security of their entire railway, branches, equipment and property, in order to assist them in so proceeding with such work; and whereas it is expedient, in furtherance of the early settlement of the North-West Territories, and of the completion of transcontinental communication by railway through Canada, that the early completion of the said railway should be ensured; therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. The Government may return to the Company the securities now held under the third section of the Act forty-fourth Victoria, chapter one, intituled: "An Act respecting the Canadian Pacific Railway," and under the second clause of the construction contract, bearing date the twenty-first day of October, one thousand eight hundred and eighty, as security for the construction of the said railway.

2. The money subsidy hereafter payable to the Company may be paid as the work on either the central or eastern section of the railway proceeds, in the proportion which the value of the work done on such section, and for which payment is demanded, bears to the value of the whole work now remaining to be done, under the contract, on such section.

3. The time for the payment by the Company of the sum of two million eight hundred and fifty-three thousand nine hundred and twelve dollars, agreed by the said Company to be paid on or before the first day of February, one thousand eight hundred and eighty-four, as part of the fund referred to in their agreement with the Government, of the seventh day of November last, is hereby extended to the seventh day of November, one thousand eight hundred and eighty-eight, when the sum of four million five hundred and twenty-seven thousand dollars, being the last instalment of the said fund payable by the Company to the Government, will fall due, the whole with interest payable half yearly at the rate of four per centum per annum as agreed upon at the time of the execution of the said agreement, and the same shall then be paid to the Government, together with the said last mentioned amount, forming

together the sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, bearing interest at the said last mentioned rate, until paid; and the said agreement as hereby modified is ratified and confirmed.

4. The Government may, out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, make a loan to the said Company of an amount in money not exceeding twenty-two million five hundred thousand dollars, to be repaid to the Government on or before the first day of May, one thousand eight hundred and ninety-one, with interest at the rate of five per centum per annum, payable half yearly, until full payment of the principal, and out of the said loan the Government may advance to the Company forthwith such amount, not exceeding seven million five hundred thousand dollars, as shall be required by the Company to extinguish its present floating debt, the amount and character of the items of such debt to be established to the satisfaction of the Government; and the remainder of the said loan may, if the Government is satisfied that the work of construction is being so proceeded with as to ensure its completion in the month of May, one thousand eight hundred and eighty-six, be paid to the Company as the work of construction proceeds, in the same proportion as that which is hereby provided for the payment of the balance of the money subsidy.

5. As security for the repayment of the said loan, with interest as aforesaid, and as additional security for the payment of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars and interest, falling due on the seventh day of November, one thousand eight hundred and eighty-eight, the Government shall have a first lien and charge upon the entire property of the Company, real and personal, now owned or hereafter to be acquired or owned by them, including their main line of railway, the extensions thereof, their branch lines of railway, the whole of their equipment, rolling stock and plant, and all their steamers and vessels, and also upon the land grant of the Company, earned and to be hereafter earned; saving always, however, the rights of the holders of the existing mortgages on the extensions of the line of the railway from Callander to Brockville and Montreal, as security for the unpaid balances of the purchase money of the lines constituting the said extensions, and subject to the mortgage upon the land grant, executed by the Company to secure their issue of land grant bonds; and the Government shall continue to hold and retain the entire amount of land grant bonds now in its custody or possession, subject to redemption under the terms of the said land grant mortgage, and with all remedies as to interest, voting power and all other matters in respect thereof which would be held or possessed, or could be exercised by any purchaser of the said bonds; and all moneys received by the Government from the trustees of the land grant bonds in redemption of such bonds shall be applied as follows, that is to say:—

(1.) All moneys so received in respect of ten million dollars of the said bonds shall be applied:—*Firstly*, in extinction of the interest accrued and due upon the said loan, and upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars:—*Secondly*, on account of the capital of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, and—*Thirdly*, on account of the capital of the said loan:—And the Government may make such arrangement as it shall deem expedient, for securing the payment to it, after the redemption of the land grant bonds, of the proceeds of all sales of lands granted or to be granted to the Company under the contract, to be applied to the purposes and in the order aforesaid:

(2.) And the remaining five million dollars of land grant bonds and money received from the said trustees in redemption thereof, shall continue to be held on the conditions and for the purposes mentioned in the said contract.

6. The Government shall cause a deed of agreement to be executed by the Company and on behalf of the Government, providing for such remedies, terms and conditions as the Government shall deem expedient, for securing the application of the said loan to the purposes for which the same is hereby authorized, and the repayment of the said loan and the payment of the said sum of seven millions three hundred and

eighty thousand nine hundred and twelve dollars, the whole with interest (including interest on any interest in default)—for the release of the said lien and charge upon such repayment—for continuing the sale and realization of the value of the said lands, after the redemption of the land grant bonds—for the payment to the Government of the proceeds of such sales, and for the discharge of such lands from the said charge upon payment of the price of sale thereof, such price not to be less than one dollar and twenty-five cents per acre: Provided always, that, among such remedies, terms and conditions, it shall be agreed and provided:—

(1.) That the Company shall complete the central and eastern sections of the railway not later than the month of May, one thousand eight hundred and eighty-six, and shall, from month to month, in the meantime, make such progress with the work on both sections as will satisfy the Government that the agreement in this respect will be fulfilled; and should the Government at any time not be satisfied with the progress being made with the work, and so notify the Company, and if forthwith after such notice the Company do not put on such additional force and thereafter maintain the same, and also take such other steps to accelerate the progress of the work as may be sufficient to ensure the completion thereof in the said month of May, one thousand eight hundred and eighty-six, and as shall be satisfactory to the Government, then and in that case, no further advances on account of the loan aforesaid shall be made to the Company; and in that case the total amount up to that time advanced on account of the said loan shall, as additional security for the payment thereof, be a charge against and form a lien upon any cash subsidy then earned and not paid, and on any cash subsidy thereafter earned by the Company; and

(2.) That upon default for twelve months in the payment of any half-yearly instalment of interest upon the said loan, or any part thereof, or of interest upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, or any part thereof, or in the payment of the principal of either of the said sums or any part of either of them when the same shall become due, in accordance with the provisions hereof, the right of the Company under their contract hereinbefore mentioned, to demand or receive any further cash or land subsidy, shall cease and determine, and the said railway and extensions thereof, branches, equipment, rolling stock, plant, including steamers, and all lands and property of the Company, and all land grant bonds then in the possession of the Government, shall, upon the occurrence and continuance for the said period of twelve months of such default, *ipso facto*, and without any notice or proceeding whatsoever, vest in Her Majesty, and shall forthwith, thereupon, be taken possession of by the Minister of Railways and Canals, on behalf of the Government of Canada; and each and every employee of the Company shall, from and after the expiry of the said period of twelve months, become and be the employee of the Government during pleasure, and shall hold and possess any matter or thing appertaining to the said Company then in his custody, as and for the Government; and the rates of interest and the terms of payment hereby fixed shall not be disturbed or altered by the terms of such agreement.

7. The said Company is hereby authorized to execute an agreement of the nature and purport hereinbefore provided for, and to charge its entire property and assets, in manner and form as hereinbefore described; and in such agreement to agree upon such further and other conditions as the Government may prescribe: Provided, that authority to the Board of Directors of the Company to accept the provisions of this Act and to execute an agreement containing the charges upon the said railway and property and the other conditions required or authorized by this Act, shall be granted by the shareholders of the Company, either by a resolution passed at a special general meeting of such shareholders called for the purpose, by a vote of at least two-thirds in value of such of the shareholders as shall be present or represented at such meeting, or by an instrument or instruments executed by at least two-thirds in value of the whole of the shareholders of the Company, in person or represented by their attorneys or proxies, respectively, duly authorized in that behalf.

8. Until the payment in full of the indebtedness of the Company to the Government with interest, all moneys earned and to be earned by the Company as postal subsidy and for transport service shall be retained by the Government and shall be applied first on account of the interest to become due from time to time upon the indebtedness aforesaid hereby authorized, and then to the payment of the principal.

9. The stock of the Company, amounting to thirty-five million dollars, now in the hands of the Government, shall be held by the Minister of Finance, and may be sold by the Company with the consent of the Government, on condition that the proceeds of such sale, less the amount required to be paid to the Government to secure a half-yearly dividend thereon, at the rate of three per centum per annum, up to the seventeenth day of August, one thousand eight hundred and ninety three inclusive, shall be applied under the direction of the Government, either to the improvement or extension of the railway or its equipment, or to the repayment of the indebtedness of the Company to the Government; and if at any time the stock of the Company should reach a price which, in the opinion of the Government, would render it expedient to sell the said stock or any part thereof, then and thereupon, on notice being given to the Company by the Government, requiring that the said stock or any part thereof be sold, and specifying the minimum price at which the same shall be so sold, the Company shall cause the same to be offered for sale and sold in conformity with such notice; and in default of their doing so, within a reasonable delay (which delay shall be in the discretion of the Government), the Government shall have the right to sell the same, or any part thereof, at or above such minimum price, and shall apply the proceeds thereof, as it is herein provided such proceeds shall be applied in the event of the sale of such stock by the Company.

10. So long as the said several sums of money loaned as aforesaid, or any part thereof, or of the interest thereon remain unpaid, no sale or transfer, nor any mortgage, lien or charge of any description shall be made or created of or upon the railway, property or assets of the Company, or any part thereof; nor shall any stock be issued by the Company, pending such repayment, above or beyond the amount of one hundred million dollars, to which the same is hereby limited:

(2.) But if at any time before, default in the payment of any of the said sums of money or interest shall have occurred and shall have been continued twelve months, the Company can negotiate any bonds secured exclusively upon the unsold portion of the land subsidy to such amount per acre as shall be approved by the Government, then with such approval, and with the authority of their shareholders as provided by their charter, and after the cancellation or withdrawal of, or after making full provision to the satisfaction of the Government for the balance of the present land grant mortgage bonds of the Company, they may make a new issue of land grant bonds to the amount so approved by the Government, secured as described in their charter, which land grant bonds shall be deposited with the Government; and upon making a sale of the whole of the said bonds, or from time to time of any portion thereof, not less than one-third thereof, the Company may notify the Government of such sale, and thereupon and upon payment to the Government of the price of such sale, at a rate satisfactory to the Government, the bonds so sold shall be delivered to the purchaser thereof; and thereupon the bonds so delivered, together with the balance thereof remaining in the hands of the Government, shall constitute a first mortgage and charge upon the unsold portion of the land subsidy, to the exclusion of the charge hereby created; and any of the said bonds remaining in the hands of the Government shall have the right to rank on the said land subsidy *pari passu* with the portion thereof so sold and delivered; and the Government shall have all the rights and remedies in respect thereof of any holder of any part of the said issue, and on the occurrence and continuance for twelve months of any default as aforesaid, the Government may sell any of such bonds remaining in its possession; and all sums of money realized from the said bonds in any manner whatever shall be applied on account of the indebtedness of the Company to the Government hereinbefore mentioned.

11. The Canadian Pacific Railway shall not, nor shall any of its branch lines nor any line of railway leased by the Company or under their control, be at any time amalgamated with the Grand Trunk Railway or any of its branch lines or with any branch lines leased by the Grand Trunk Railway Company, or under their control; and such amalgamation, and any arrangement for making a common fund or pooling the earnings or receipts of the said two railways or their or any of their branch lines, or of any railway lines or parts thereof leased by the said companies or either of them or under the control of either of them, shall be absolutely void. This provision, however, shall not extend to traffic or running arrangements made with the assent of the Governor in Council, nor to hinder the acquisition by the Canadian Pacific Railway Company of the railway between Quebec and Montreal, known as the North Shore Railway.

(2.) The Supreme Court of Canada shall have jurisdiction to enforce the provisions of this section and to prevent, by injunction or otherwise, any infraction thereof, and to punish any breach or disobedience of any order, decree or judgment of the court in this behalf, and for these purposes shall have all the powers, both at common law and in equity, of a superior court of original jurisdiction.

12. So much of the Act and contract hereinabove cited and referred to as is inconsistent with the provisions of this Act, is hereby repealed.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 7th March, 1884.

The Committee of the Privy Council have had before them an agreement, herewith, to be entered into between Her Majesty the Queen, acting in respect of the Dominion of Canada, and represented by the Honorable Sir Charles Tupper, Minister of Railways and Canals, and the Canadian Pacific Railway Company, for the purpose of carrying into effect the Act of the Dominion of Canada, passed during the Session of Parliament held in the forty-seventh year of Her Majesty's Reign, and intituled "An Act to amend the Act intituled 'An Act respecting the Canadian Pacific Railway.'"

The Committee recommend that the said agreement be adopted, and that the Minister of Railways be authorized to sign, on behalf of the Government, and they respectfully submit the same for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

DEPARTMENT OF JUSTICE, OTTAWA, 6th March, 1884.

To His Excellency the Governor General in Council:

The undersigned has the honor to report that he had had under consideration,

1. An Act passed at the present Session of Parliament, intituled: "An Act to amend the Act intituled, 'An Act respecting the Canadian Pacific Railway and for other purposes.'"

2. A certified extract from the minutes of an adjourned special general meeting of the shareholders of the Canadian Pacific Railway Company, containing a copy of a resolution authorizing the Board of Directors of the said Company to accept the provisions of the said Act, and to execute an agreement with the Government of Canada, containing the charges upon the railway of the Company and its property, and the other conditions required and authorized by the said Act, and approving of the draft of such agreement hereinafter mentioned, and authorizing the Board of Directors to execute an agreement similar in its terms and conditions to such draft agreement.

3. A certified extract from the minutes of a meeting of the Board of Directors of the said Company, containing a copy of a resolution of the Board, approving of the said agreement, and authorizing the President and Secretary of the Company to execute the same.

4. The draft of the agreement aforesaid.

In the opinion of the undersigned, the conditions of the Act have been complied with, and the said agreement may be executed by the Minister of Railways and Canals.

A. CAMPBELL, *Minister of Justice.*

EXTRACT from the minutes of an adjourned Special General Meeting of the shareholders of the Canadian Pacific Railway Company, held pursuant to resolution of adjournment, passed at the special general meeting of shareholders, duly called and held on Monday, the 3rd day of March, 1884, on this Thursday, the 6th day of March, 1884, at the hour of three o'clock in the afternoon, at the office of the Company in Montreal.

Present in person and by proxy:—

	Shares.
Angus, R. B., representing.....	13,800
Abbott, Hy. “	1,000
Banque Parisienne “	6,764
Baring, Alex. “	110
Bartlett, Ellen E. “	13
Bartlett, J. R. “	20
Bassano, Marquis de “	80
Beatty, Henry “	1,000
Becher, Caroline “	1,150
Becher, H. C. R. “	550
Belknap, R. L. “	500
Bigelow, Hon. J. “	1,000
Billetzer, Jos. “	245
Bloss, J. O. “	100
Bush, H. V. “	60
Burnett & Co. “	2,370
Cassils, Chas. “	700
Chaplin, E. “	200
Crerar, John “	300
Carrette, J. P. “	1,000
De Joigny, E. B. “	245
De Witt, A. “	500
Donald, Gordon “	25
Drexel, Morgan & Co. “	8,400
Du Villard, H. A. “	15
Elphinston, Lord Wm. “	5,453
Ephrusse & Co. “	1,650
Farrar, W. J. “	360
Fish, S. “	100
Fleming, S. “	1,000
Freeman, N. “	50
Gay, Sarah “	200
Geddes, P. “	250
Gleichen, Count, T. F. “	40
Gleichen, Count, A. E. “	60
“ Countess F— “	15
Garett, Sons & Co “	490
Grenfell, P. du P. “	350
Grengel, G. “	6,480
Grieninger, F. “	4,901
Hall, J. L. “	1,000
Holden, J. H. “	2,900
James, D. W. “	450

	Shares.
Johnson, Miss L. A. G., representing.....	10
Kean, H. F. "	1,500
Ladenberg, Thalmann & Co. representing	810
Levy, R. G. representing.....	122
Losee, C. E. "	1,000
Macdonald, H. J. "	42
Macdonald Bros. "	1,245
McIntyre, D. "	13,860
McNeill, Sir J. C. "	200
Mitchell, Alex. "	417
Morton, Rose & Co. "	36,832
Muir, Sir W. M. "	65
Northcote, H. S. "	770
Northcote, O. H. "	400
Osborn, C. J. "	610
Outwater, R. "	90
Pearson, T. W. "	3,500
Perry, R. D. "	300
Robin, P. "	2,500
Rochefeller, W. "	1,000
Rose, C. D. "	250
Ross, John "	1,000
Rozenradd, C. "	122
Schaw, A. S. "	5,450
Scott, W. L. "	600
Scott, G. S. & Co. "	22,000
Smith, Hon. Donald A. "	25,790
Springer, Max "	1,715
Stephen, George "	31,222
Stillman, J. " .....	.17
Sulzbach Bros. "	1,593
Titus & Thomas "	25
Thibaudeau, A. "	500
Thomson, A. G. "	245
Thorne, Samuel "	500
Thorne, J. "	2,800
Trotter, Wm. "	485
Utter, F. M. "	28,110
Van Horne, W. C. "	1,402
Wadsworth, W. C. "	250
Watson, W. "	300
Wilson, T. W. "	30
Worthington, John "	10
Total.....	255,605

Mr. C. Drinkwater, the Secretary of the Company, acted as Secretary of the meeting.

Whereas, by the Act of the Parliament of the Dominion of Canada, intituled: "An Act to amend the Act intituled: An Act respecting the Canadian Pacific Railway, and for other purposes," passed during its present Session, authorizing the Government of Canada to make a loan to this Company of twenty-two million five hundred thousand dollars, and to enter into other arrangements with this Company in the said Act prescribed or authorized, a copy of which Act is now before this meeting, and it is one of the conditions of the said Act that authority shall be granted by the shareholders of this Company to the Board of Directors thereof to accept the

provisions of the said Act and to execute an agreement containing the charges upon the said railway and property, and the other conditions required or authorized by the said Act.

And whereas, the present meeting of shareholders has been duly called, and is now held, for the purpose of considering the said Act, and of accepting the provisions thereof, and of authorizing the execution of an agreement in conformity with the said Act.

And whereas, the said Act has been duly considered, and a draft deed of agreement has been prepared by the Government of Canada in conformity with the provisions thereof, and is now before this meeting, charging the entire property and assets of the Company in manner and form as required by the said Act, and containing such further and other conditions as the Government has prescribed, which draft agreement has also been duly considered, and has been identified by the endorsement and signature thereon of the Secretary of this Company.

Therefore, it is resolved, that the Board of Directors be, and they are hereby authorized to accept the provisions of the said Act and to execute an agreement with the Government of Canada, containing the charges upon the railway of this Company and its property, and the other conditions required or authorized by the said Act, and the said draft agreement is hereby approved, and the Board of Directors are hereby authorized to cause to be executed an agreement with the Government of Canada similar in its terms and conditions to the said draft agreement.

Certified a true extract. [L.S.]

C. DRINKWATER, *Secretary.*

EXTRACT from the minutes of an adjourned meeting of the Board of Directors, held at the Company's offices, at Montreal, on Thursday, the 6th day March, 1884.

Present in person :

Mr. George Stephen,
Mr. R. B. Angus,

Mr. D. McIntyre,
Hon. Donald A. Smith.

And by proxy :

Mr. H. S. Northcote,
Mr. P. du P. Grenfell,

Mr. C. D. Rose,
Baron J. de Reinach,

Mr. R. V. Martinsen.

Mr. Charles Drinkwater, the Secretary of the Company, also attended.

Whereas, by a resolution of the shareholders of this Company, duly made and passed unanimously at a special general meeting thereof, called for the purpose and held this day, this Board was authorized to accept the provisions of a certain Act of the Parliament of the Dominion of Canada, passed during its present Session, intituled : "An Act to amend the Act intituled : 'An Act respecting the Canadian Pacific Railway, and for other purposes'" ; and to execute an agreement containing the charges upon the railway of this Company and its property, and the other conditions required or authorized by the said Act, a draft of which agreement has been prepared and sanctioned by the Government of Canada, in conformity with the said Act, and has been approved by the shareholders of this Company at the said meeting; and the Board was, by the said meeting, authorized to cause the same to be executed, and a deed of agreement has been prepared in conformity with the said draft ; and it is expedient to approve of the same, and to authorize the execution thereof by the proper executive officers of this Company ; therefore,

Resolved, That the deed of agreement with the Government of Canada, prepared in conformity with the said draft deed, and with the provisions of the said Act, and now laid before this meeting and identified by the signature of the Secretary of this Company, be, and the same is hereby approved, and the President and Secretary are hereby authorized and required to execute the same, and to affix the seal of the Company thereto in due form of law

Certified a true extract.

[L.S.]

C. DRINKWATER, *Secretary.*

THIS AGREEMENT, made between Her Majesty the Queen, acting in respect of the Dominion of Canada, hereinafter called the Government, and herein acting and represented by the Honorable Sir Charles Tupper, Minister of Railways and Canals: and the Canadian Pacific Railway Company, a body corporate and politic, duly incorporated under Letters Patent of the Dominion of Canada, hereinafter called the Company, and herein acting and represented by George Stephen, Esq., the President thereof, and Charles Drinkwater, Esq., the Secretary thereof—

WITNESSETH:

Whereas, under and by virtue of a Statute of the Dominion of Canada, passed during the Session of Parliament, held in the forty-seventh year of Her Majesty's reign, intituled: "An Act to amend the Act intituled, An Act respecting the Canadian Pacific Railway and for other purposes," it is provided, amongst other things, that the Government may make a loan to the Company of an amount not exceeding twenty-two million five hundred thousand dollars, to be repaid to the Government as provided in the said Act:

And whereas, it is by the said Act further declared that the Government shall cause a deed of agreement to be executed by the Company, providing for such remedies, terms and conditions as the Government shall deem expedient for securing the application of the said loan to the purposes for which the same is thereby authorized, and the repayment of the said loan, with interest, and providing for other matters and things in the said Act detailed:

And whereas, the Government deems it expedient that such remedies, terms and conditions shall be as hereinafter agreed upon:

And whereas, it is provided by the said Act that the Company may execute an agreement of the nature and purport therein provided for, and to charge their entire property and assets, in manner and form as in the said Act described, and in the agreement to be executed under the said Act; and in the said agreement to agree upon such other conditions as the Government should prescribe, provided that authority to the Board of Directors of the Company to accept the provisions of the said Act, and to execute an agreement containing the charges upon the said railway and property, and the other conditions required or authorized by the said Act, should be granted by the shareholders of the Company in manner and form as prescribed by the said Act:

And whereas, in conformity therewith a special general meeting of the shareholders of the Company was duly called and held at Montreal on the sixth day of March instant, and the authority required by the said Act was granted to the Board of Directors of the Company by an unanimous vote of the shareholders of the Company present or represented at the said meeting:

And whereas the Directors of the Company have, by resolution passed on the sixth day of March instant, duly accepted the said Act and duly authorized the President and Secretary thereof to execute the present agreement:

Now, therefore these presents, witness: That in conformity with the provisions of the said Act, the Company have agreed with the Government in manner following, that is to say:

1. For the purpose of enabling the Company to proceed with the work of construction of the Canadian Pacific Railway as contracted for by the contract between the Government and the Company, dated the twenty-first day of October, one thousand eight hundred and eighty, at such a rate of progress as to enable the Company to complete the same in the month of May, one thousand eight hundred and eighty-six, the Government agrees to make a loan to the Company of the sum of twenty-two million five hundred thousand dollars; such loan to bear interest until paid, at the rate of five per cent. per annum, payable half yearly; and to be so made upon the conditions following, that is to say:—

2. Out of the amount of the said loan the Government shall advance to the Company forthwith such amount not exceeding seven million five hundred thousand dollars as shall be required by the Company to extinguish its present floating debt;

the amount and character of the items of such debt to be established to the satisfaction of the Government.

3. The Company hereby covenant and agree with the Government that they will complete the central and eastern sections of the said Canadian Pacific Railway so contracted for on or before the thirty-first day of May one thousand eight hundred and eighty-six.

And that they will in the meantime make such progress from month to month with the work on both sections as shall satisfy the Government that the entire work contracted for will be completed on or before the date last aforesaid.

4. In consideration of the covenant and agreement last aforesaid, the Government hereby agrees to pay to the Company the balance of the money subsidy agreed to be granted to the Company by the said contract as the work on either the central or eastern section of the railway proceeds, in the proportion which the value of the work done on such section, and for which payment is demanded and in respect of which no subsidy has been paid, bears to the value of the whole work remaining to be done under the said contract upon such section, on the date of the last payment made by the Government to the Company out of the said money subsidy.

5. The Government hereby covenants and agrees to pay to the Company the remainder of the advance hereby agreed upon in monthly payments from time to time as the work of construction proceeds, in the same proportion as that which is hereinbefore provided for the payment of the balance of the money subsidy.

But such payments shall only continue to be made so long as the work of construction is being proceeded with at the rate of progress hereinbefore agreed upon.

6. The Government agree to return to the Company forthwith the securities now held by it under the third section of the Act forty-fourth Victoria, chapter one, intituled "An Act respecting the Canadian Pacific Railway," and under the second clause of the said contract.

7. The Government agrees to extend the time for the payment by the Company of the sum of two million eight hundred and fifty-three thousand nine hundred and twelve dollars mentioned in the agreement between the Government and the Company, executed on the seventh day of November last, to the seventh day of November, one thousand eight hundred and eighty-eight, when the sum of four million five hundred and twenty-seven thousand dollars, also mentioned in the said last-mentioned agreement, will become due, on which day the Company covenant and agree to pay to the Government the said two several sums of money forming united the sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, with interest thereon at the rate of four per cent. per annum, as agreed upon at the time of the execution of the said last mentioned Agreement; the said interest to be paid to the Government in half yearly instalments on the first days of February and August in each year, until full payment of the principal, together with interest, at the same rate upon any instalment of interest which shall remain unpaid after the day on which it will become due under the terms thereof.

8. The Company covenant and agree with the Government to repay to the Government the said sum of twenty-two million five hundred thousand dollars, or so much thereof as shall be loaned to the Company under the provisions hereof, and of the said Act, on or before the first day of May, one thousand eight hundred and ninety-one, with interest at the rate of five per cent. per annum, payable half yearly, on the first days of May and November in each year, until full payment of the principal, and with interest also at the same rate upon any instalment of such interest which shall remain unpaid after the day on which it will become due under the terms hereof.

9. As security for the repayment of the said loan, with interest as aforesaid, and as additional security for the payment of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars and interest, falling due on the seventh day of November, one thousand eight hundred and eighty-eight, the Company hereby covenant and agree that the Government shall have a first lien and charge upon the entire property of the Company, real and personal, now owned,

or hereafter to be acquired and owned by them, including their main line of railway, the extensions thereof, their branch lines of railway, the whole of their equipment, rolling stock and plant, and all their steamers and vessels, and also upon the land grant of the Company, earned and to be hereafter earned; saving always, however, the rights of the holders of the existing mortgages on the extensions of the line of the railway from Callander to Brockville and Montreal, as security for the unpaid balances of the purchase money of the lines constituting the said extensions, and subject to the mortgage upon the land grant, executed by the Company to secure their issue of land grant bonds; and the Company, under the authority of the said Act and of the unanimous vote of a special general meeting of their shareholders called for the purpose, do hereby consent to, and confirm, the first lien and charge upon the said property and assets declared to be created by the said Act. And as further security for such repayment, the Government shall continue to hold and retain the entire amount of land grant bonds now in its custody or possession, subject to redemption under the terms of the mortgage created by the Company upon its land grant, to secure the said land grant bonds, and with all remedies as to interest, voting power and all other matters in respect thereof, which would be held or possessed, or could be exercised by any purchaser of the said bonds.

10. All monies received by the Government from the trustees of the land grant bonds, in redemption of such bonds, shall be applied as follows; that is to say:—All monies so received in respect of ten million dollars of the said bonds shall be applied:—Firstly, in extension of the interest accrued and due upon the said loan, and upon the said sum of seven million three hundred and eighty thousand, nine hundred and twelve dollars; secondly, on account of the capital of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; and thirdly, on account of the capital of the said loan.

11. And the remaining five million dollars of land grant bonds, and the money received from the trustees of the land grant mortgage in redemption of the said last-mentioned bonds, shall continue to be held on the conditions and for the purposes mentioned in the said contract.

So soon as the entire issue of the said land grant bonds have been redeemed the Government shall have the right to require the Company to convey the whole of the land grant then remaining unsold, whether earned or not earned, to the same or other trustees as shall be agreed upon between the Government and the Company; and failing such agreement, to such trustees as shall be named by the Government upon trust to continue to act with the Company for the sale of the said lands in the same manner as the said trustees of the land grant mortgage now act in respect of such sales; and the Company shall continue the administration and sale of said lands subject to conditions as to the payment of the price to the trustees so appointed; and as to the conveyance of such lands to the purchasers thereof respectively, similar to those which are contained in the said land grant mortgage, save and except that in the valuation of the lands to be so sold under such trust deed, the price thereof shall not be fixed at any sum less than one dollar and twenty-five cents per acre; and it is hereby covenanted and agreed between the Government and the Company that no sales shall be hereafter made by the Company or concurred in by the trustees of the said land grant mortgage for any less price or sum than the said price of one dollar and twenty-five cents per acre, and the Government shall apply all monies received from the trustees to be so appointed: Firstly, in extinction of the interest which shall accrue and become due to the Government upon the said loan and upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; and secondly, on account of the capital of the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars; and thirdly, on account of the capital of the said loan.

12. And as further security for the repayment of the said several sums of money and interest, all monies earned and to be earned by the Company as postal subsidy and for transport service shall be retained by the Government, and shall be applied

first on account of the interest to become due from time to time upon the indebtedness aforesaid, and then to the payment of the principal.

13. And it is hereby further covenanted and agreed between the Government and the Company, that if the Company shall made default for twelve months in the payment of any half-yearly instalment of interest upon the said loan, or any part thereof, or of interest upon the said sum of seven million three hundred and eighty thousand nine hundred and twelve dollars, or any part thereof, or in the payment of the principal of either of the said sums, or any part of either of them, when the same shall become due in accordance with the provisions hereof, the right of the Company under their contract hereinbefore mentioned to demand or receive any further cash or land subsidy shall cease and determine, and the said railway and extensions thereof, branches, equipments, rolling stock, plant, including steamers and all lands and property of the Company, and all land grant bonds then in the possession of the Government, shall, upon the occurrence and continuance of the said period of twelve months of such default, *ipso facto*, and without any notice or proceeding whatsoever, vest in Her Majesty, and shall forthwith thereupon be taken possession of by the Minister of Railways and Canals on behalf of the Government of Canada; and each and every employee of the Company shall, from and after the expiry of the said period of twelve months, become and be the employee of the Government during pleasure, and shall hold and possess any matter or thing appertaining to the said Company then in his custody as and for the Government.

14. And it is hereby further covenanted and agreed that if at any time before the thirty-first day of May, one thousand eight hundred and eighty-six, the Government should not be satisfied that the progress being made by the Company with the work so contracted for under the said contract is sufficient to ensure the completion thereof by the said thirty-first day of May, one thousand eight hundred and eighty-six, and if the Government shall so notify the Company; and if forthwith, after such notice, the Company do not put on such additional force, and thereafter maintain the same, and also to take such other steps to accelerate the progress of the work as shall be sufficient to ensure the completion thereof by the said last mentioned date, and as shall be satisfactory to the Government, then, and in that case, no further advances on account of the loan aforesaid shall be made to the Company, and in that case the total amount up to that time advanced on account of the said loan shall, as additional security for the payment thereof, be a charge against, and form a lien upon, any cash subsidy then earned and not paid, and on any cash subsidy thereafter earned by the Company.

15. The stock of the Company, amounting to thirty-five million dollars, now in the hands of the Government, shall be held by the Minister of Finance, and may be sold by the Company with the consent of the Government on the condition that the proceeds of such sale, less the amount required to be paid to the Government, to secure a half yearly dividend thereon, at the rate of three per centum per annum, up to the seventeenth day of August, one thousand eight hundred and nine-three inclusive, shall be applied under the direction of the Government, either to the improvement or extension of the railway or its equipment, or to the repayment of the indebtedness of the Company to the Government; and if at any time the stock of the Company should reach a price which, in the opinion of the Government, would render it expedient to sell the said stock or any part thereof, then and thereupon, on notice being given to the Company by the Government, requiring that the said stock or any part thereof, be sold, and specifying the minimum price at which the same shall be so sold, the Company shall cause the same to be offered for sale, and sold in conformity with such notice, and in default of their doing so, within a reasonable delay (which delay shall be in the discretion of the Government) the Government shall have the right to sell the same or any part thereof at or above such minimum price, and shall apply the proceeds thereof, as it is herein provided such proceeds shall be applied, in the event of the sale of such stock by the Company.

16. So long as the said several sums of money loaned as aforesaid or any part thereof or of the interest thereon remain unpaid, no sale or transfer nor any mort-

gage, lien or charge of any description shall be made or created of or upon the railway property or assets of the Company or any part thereof; nor shall any stock be issued by the Company pending such repayment above or beyond the amount of one hundred millions (\$10,000,000), to which the same is hereby limited.

In witness whereof these presents have been duly executed by the Government and the Company at the City of Ottawa, this seventh day of March, one thousand eight hundred and eighty-four.

CHARLES TUPPER, *Minister of Railways and Canals.*
A. P. BRADLEY, *Secretary,*
GEO. STEPHEN, *President,*
C. DRINKWATER, *Secretary.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 11th March, 1884.

On a report, dated 8th March, 1884, from the Minister of Railways and Canals, submitting that, during the present Session of Parliament, special assent has been given to an Act, bearing the following title: "An Act to amend the Act intituled: An Act respecting the Canadian Pacific Railway, and for other purposes"; and that by the 4th clause of the said Act it is provided as follows:—

The Government may, out of any unappropriated moneys forming part of the Consolidated Revenue Fund of Canada, make a loan to the said Company of an amount in money, not exceeding twenty-two million five hundred thousand dollars (\$22,500,000), to be repaid to the Government on or before the 1st day of May, one thousand eight hundred and ninety-one (1891), with interest at the rate of five per centum, payable half yearly, until full payment of the principal; and out of the said loan the Government may advance to the Company forthwith such amount, not exceeding seven million five hundred thousand dollars (\$7,500,000), as shall be required by the Company to extinguish its present floating debt, the amount and character of the items of such debt to be established to the satisfaction of the Government.

The Minister represents that the said Act called for the fulfilment of certain conditions and the execution of a deed of agreement by the Company under which the Government should be secured in the repayment of the said loan, and its application to the purposes for which it was authorized, and that such conditions have been duly fulfilled, the Company having, under date the 7th inst., executed an agreement satisfactory to the Government, as is evidenced by an Order in Council, dated the 6th inst., approving of the same.

The Minister further represents that, under date the 26th February ult., the Company have submitted a statement, showing their floating debt, provision for the payment of which is made in the Act, as aforesaid, of this debt. The following are the particulars as to which affidavit is duly made by the Auditor of the Company:—

Due to the Bank of Montreal (as to which a certificate of the bank is furnished)	\$3,494,280 55
Loans for purposes of Company:	
Demand loan, Bank of Montreal, N.Y., interest added	814,271 54
Due in New York	3,729,666 66
1883—amounts unpaid	75,918 76
	<hr/>
	\$8,114,137 51

That the Government have a claim against the Company as follows:—

For steel rails and fastenings conveyed to the Company under the 10th clause of their contract, and chargeable with interest until paid, as provided by an Order in Council of 9th January, 1882	\$280,706 09
For rolling stock taken over, as per valuation of Messrs. Crossen & Clark	185,890 00

For rails and fastenings handed over to the Company under clause 10 of their contract between Port Arthur and Rat Portage	100,223 07
For timber and ties between Port Arthur and Selkirk.	9,533 45
	<hr/>
Total	\$576,387 61
Less deductions authorized by Order in Council of the 27th of March, 1883	46,607 65
	<hr/>
	<u>\$529,779 96</u>

The Minister recommends that authority be given for the collection from the Company of the said sum of \$529,779.96, together with interest upon the sum of \$280,736.09 thereof, as contemplated by the Order in Council of the 9th of January, 1882, and for the payment to the Company of the sum of \$7,500,000 remaining after deduction of the amount due as above stated to the Government.

The Committee concur in the foregoing recommendation, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

CANADIAN PACIFIC RAILWAY.

Overdraft at Bank of Montreal (see certificate of Bank attached) mainly for supplies and labor furnished north of Lake Superior	\$3,494,280 55
Loans for purposes of Company:	
Demand loan, Bank of Montreal, N.S., interest added	814,271 54
Demand loan, C. Unger & Co., N.S., interest added.	2,521,666 66
Loan due 13th March, F. W. Gilley & Co., N.S., interest added	404,000 00
Demand loan, G. S. Scott & Co., interest added . .	402,000 00
Demand loan, J. Kennedy, Tod & Co., interest added	402,000 00
1883—accounts unpaid	75,918 26
	<hr/>
	<u>\$8,114,137 51</u>

I, Isaac G. Ogden, of the City of Montreal, Auditor of the Canadian Pacific Railway Company, do solemnly declare that the foregoing is a correct statement of indebtedness of the Canadian Pacific Railway Company, and that the said Company have received a full cash equivalent for the same, which has been used for materials, supplies and labor, furnished on the line of the said Company's railway and for other purposes of the Company in connection therewith.

And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign intituled "An Act for the suppression of voluntary and extra judicial oaths."

Solemnly declared before me at the City of Montreal, this 26th day of February, 1884, in pursuance of the said Act.	}	ISAAC G. OGDEN.
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R. T. HENEKER, *Commissioner for receiving affidavits, for Quebec.*

CANADIAN PACIFIC RAILWAY COMPANY.

I, Isaac G. Ogden, of the City of Montreal, Auditor of the Canadian Pacific Railway Company, do solemnly declare:—

That the statement of floating debt of the Canadian Pacific Railway Company, being the sum of \$8,114,137.51, declared by me on the 26th day of February, 1884,

to be a correct statement of indebtedness of said Company, is composed of the indebtedness accrued from the amount deposited with the Government on account of guarantee of dividend, to wit: the sum of \$3,781,797.49; and that the balance, to wit: the sum of \$1,332,340.02, accrued on account of expenditure on the main line of the Canadian Pacific Railway Company, west of Callender, and is still due.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign, intitled: "An Act for the suppression of voluntary and extra judicial oaths."

Solemnly declared before me at the City of }
 Montreal, this 6th day of March, 1884, under } ISAAC G. OGDEN.
 and by virtue of the said Act. }

R. T. HENEKER, *Commissioner for receiving affidavits, for Quebec.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 17th March, 1884.

On a Memorandum, dated 14th March, 1884, from the Minister of Railways and Canals, submitting that by the 2nd clause of the "Act to amend the 'Act intitled An Act respecting the Canadian Pacific Railway, and for other purposes,'" passed during the present Session of Parliament, provision is made for the payment of the money subsidy to this Company on the basis of the proportion the value of the work done may bear to the work remaining to be done.

The Minister represents that under date the 14th inst., a certificate, has been issued by the Chief Engineer in relation to the eastern section of the road, such certificate, made out in conformity with the provisions of the aforesaid Act, being as follows:—

Total value of work done and materials delivered up to the 1st of March, 1884.	\$5,928,346
West of Callender, 100 miles; east of Port Arthur, 67 miles, at \$15,384.61.	\$2,569,229
Proportion of work done to work remaining to be done	3,359,117
	<u>\$5,928,346</u>
NOTE.—All advances on rails in the eastern section are covered by this estimate.	\$5,928,346
Of this amount there has already been paid the sum of.	2,777,214
Leaving the balance now payable.	<u>\$3,151,132</u>

The Minister recommends that authority be given for the payment of the said sum of three million one hundred and fifty one thousand one hundred and thirty-two dollars (\$3,151,132) to the Company.

The Committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

CANADIAN PACIFIC RAILWAY.
 OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 14th March, 1884.

SIR,—Having been called upon to issue a certificate of the value of the work done by the Canadian Pacific Railway under the Canadian Pacific Railway Act of 1884. I have the honor to state that this being my first certificate under the new state of things, it appears to me that I should explain to the Department the course I have pursued in the matter, in order that it may be fully understood, and that I

may be corrected if it is not drawn up in accordance with the requirements of the law.

I may state, that upon the original basis, my certificate had issued for subsidy on the first 100 miles west of Callander, on the first 67 miles east of Port Arthur, and on the first 954 miles west of Winnipeg, leaving the following sections upon which no subsidy had been earned, viz., between the first 100 miles west of Callander and Nepigon, a distance of 483 miles, and between the 954th mile west of Winnipeg and Savona's Ferry, a distance of 295 miles. The cost of the work upon these sections upon which no subsidy has been paid, is estimated at \$30,000,000, and the work remaining to be done on the 31st December, 1883, was valued at \$27,000,000.

The Company will, as I understand it, be entitled to receive from the Government, to complete this work, the following sums, viz.:—

As loan	\$15,000,000
And as cash subsidy	12,710,788
	<hr/>
Making a total of	\$27,710,788

I have treated the case, both as regards the loan and the cash subsidy, as covering all that section of road (778 miles in length) upon which no subsidy has been paid.

The work remaining to be done on the 31st December last, as before stated, is estimated at \$27,000,000, towards the execution of which, there was in stock and supplies on the work at that date to the value of \$3,000,000 to \$3,500,000, which is an element in the preparation of this certificate, and I submit as an example, that when \$300,000 of work out of \$30,000,000 is done, the Company will be entitled to receive \$270,000, being, as will be observed, a reduction of one-tenth, which process will be repeated with each succeeding certificate, so that when the work remaining to be done on the 31st December, 1883, estimated to cost \$27,000,000, is completed, the Company will have received therefor that amount.

For all practical purposes, the proportion of subsidy to the loan may be taken as follows:—

On the Eastern Section, as 7 is to 10.

On the Central Section, as 5 is to 8.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer.*

A. P. BRADLEY, Secretary Railways and Canals.

CANADIAN PACIFIC RAILWAY.

Description of works, cash subsidy; No. of contract, C. P. R. Co.; locality of works, Eastern Section, Callander to Junction with Lake Superior Section; name of contractors, Canadian Pacific Railway Company; date of contract, October 21st, 1880.

Progress Estimate of work done and materials delivered from the beginning of operations under this contract to the 1st March, 1884.

The works, of which this is an estimate, are being executed by the authority of the Department of Railways and Canals, under contract numbered and dated as above.

Total value of work done and materials delivered to the 1st March, 1884.....	\$5,928,346 00
	<hr/>
West of Callander, 100 miles; east of Port Arthur, 67 miles, at \$15.834.61.....	2,569,229 00
Proportion of work done to work remaining to be done	3,359,117 00
	<hr/>
	\$5,928,346 00

NOTE.—All advances on rails on the Eastern Section, are covered by this estimate.

The above is a correct estimate, made from the returns forwarded by Thomas Ridout, J. St. N. Caddy and J. Dickey. The quantities so furnished have been accurately moneyed out at the contract rates, or at rates specially authorized by Departmental letters above mentioned.

J. R. CHAMBERLAIN.

I have examined the return on which this estimate is based, have verified the calculations, and am satisfied that all the work returned as done has been duly authorized by the Department.

FRANCIS J. LYNCH, *In charge of C. P. R. Head Office.*

Total amount now certified on this contract, \$5,928,346. All previous payments to be deducted.

C. SCHREIBER, *Engineer-in-Chief.*

Office of the Engineer-in Chief, Ottawa, 14th March, 1884.

CANADIAN PACIFIC RAILWAY, Eastern Section—Progress Estimate No. 11,
(under C. P. R. Loan Act of 1884.)

	\$	\$	\$
NEPIGON, EASTWARD.			
34 miles, at \$23,000 per mile		782,000	
LESS—Rolling stock, at \$1,300 per mile.....	44,200		
Rails, &c., as per standard..... \$5,100 p. m.			
LESS—Rails and fastenings..... \$3,150			
Sleepers..... 683			
Engineering..... 150			
	3,983		
Per mile..... \$1,117	37,978	82,178	
			699,822
95 miles, at \$80,000 per mile.....		7,600,000	
LESS—Rolling stock	400,000		
Rails, &c., \$5,100 per mile	484,500		
Bridging, 8,000 do	760,000		
		1,644,500	
Total grading		5,955,500	
40 per cent. of grading executed.....		2,382,200	
ADD—Ties delivered, 7,100, at 25c.....	1,775		
Timber	18,865		
Engineering, \$150 per mile	14,250		
Rails, 1,897 tons, at \$30	56,910		
		91,800	
			2,474,000
5 miles, at \$27,000 per mile.....		135,000	
LESS—Rolling stock, \$1,300 per mile.....	6,500		
Rails, &c., 5,100 do	25,500		
Bridging, 2,000 do	10,000		
		42,000	
Total grading		93,000	
40 per cent. of grading executed.....		37,200	
ADD—Engineering, \$150 per mile		750	
			37,950
			3,211,772
CALLANDER, WESTWARD.			
<i>120th to 160th mile west of Callander.</i>			
40 miles, at \$27,000 per mile		1,080,000	
LESS—Rolling stock, at \$1,300 per mile	52,000		

CALLANDER, WESTWARD.—Continued.			
120th to 160th mile west of Callander.			
	\$	\$	\$
Rails, &c., as per standard, at \$5,100 per mile	204,000		
Bridging, culverts, &c., at \$2,000 per mile	80,000		
		336,000	
Total grading		744,000	
10 per cent. of grading executed		74,400	
do bridging, &c., at \$2,000		8,000	
Sleepers delivered, at \$682		27,280	
Rails and fastenings delivered, 1,072 tons, at \$30		32,160	
70 per cent engineering and superintendence, at \$300		8,400	
			150,240
100th to 120th mile from Callander.			
20 miles at \$23,000 per mile		460,000	
LESS—Rolling stock, at \$1,300 per mile	26,000		
Rails, &c., as per standard, at \$5,100 per mile	102,000		
Bridging, culverts, &c., at \$1,500 per mile	30,000		
		158,000	
Total grading		302,000	
90 per cent of grading executed		271,800	
50 do bridging and culverts, at \$1,500		15,000	
Sleepers delivered, at \$682		13,640	
Rails and fastenings, 2,100 tons, at \$30		63,000	
50 per cent. track laid, at \$210		2,100	
80 do engineering and superintendence, at \$300		4,800	
			370,340
LESS—10 per cent.			3,732,352
			373,235
			3,359,117

PAPERS

(31aa)

In connection with Arbitrations arising out of Claims in respect to the construction of certain sections of the Railway.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 28th March, 1881.

On a Memo., dated 26th March, 1881, from the Honorable the Acting Minister of Railways and Canals, representing that Messrs. Manning, McDonald, McLaren & Co., contractors for the works embraced in Section "B" of the Canadian Pacific

Railway, from Eagle River to Keewatin, allege that they have claims against the Government in connection with their contract, and request that such claims may be submitted to arbitration, the arbitration asked for being to three arbitrators, one of whom shall be chosen by the Minister of Railways and one by themselves, a third to be chosen by the other two, or in accordance with the arbitration clauses of the Common Law Procedure Act of Ontario.

The Minister believing that this would be the most fair and satisfactory mode of arriving at a settlement of the questions at issue, recommends, accordingly, that authority be given for reference of their claims to arbitration, such reference to be made whenever the Government may consider the work sufficiently advanced to justify such action, and to be in no way taken as an admission of the validity of the claims.

The Committee submit the above recommendation for Your Excellency's approval.

Certified.

J. O. COTÉ, *Clerk P.C.*

Hon. Minister of Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 24th November, 1883.

On a Memo., dated 23rd November, 1883, from the Acting Minister of Railways and Canals, recommending that the Order in Council of the 20th November, 1883, giving authority for the appointment, on behalf of the Government, of Judge Clark as arbitrator in the arbitration to be had with Messrs. Manning, McDonald, McLaren & Co., be amended, by adding thereto a provision to the effect that notwithstanding anything contained in the Order in Council of the 28th day of March, 1881, the Minister of Railways and Canals may agree that, in case Judge Clark and Mr. Brydges differ in respect to the appointment of a third arbitrator, such third arbitrator may be appointed by a Judge of the Supreme Court of Canada.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. McGEE.

Hon. Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 20th November, 1883.

On a Memo., dated 19th November, 1883, from the Acting Minister of Railways and Canals, submitting that by an Order in Council, dated 26th March, 1881, authority was granted for the submission to special arbitration of claims on the part of Messrs. Manning, McDonald, McLaren & Co., contractors for Section "B" of the Canadian Pacific Railway, such said arbitration to be granted whenever the Government might consider the works advanced sufficiently to justify this action.

The Minister represents that, under date the 17th inst., the contractors have made application for such arbitration, and have named Mr. C. J. Brydges as their arbitrator.

The Minister recommends that such arbitration be now proceeded with, and that authority be given for the appointment of Judge Clark, of Cobourg, as the representative of the interests of the Government.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. McGEE.

Hon. Minister Railways and Canals.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 24th November, 1883.

On a Memo., dated 23rd November, 1883, from the Acting Minister of Railways and Canals, recommending that the Order in Council of the 20th November, 1883, giving authority for the appointment, on behalf of the Government, of Judge Clark, as arbitrator in the arbitration to be had with Messrs. Manning, McDonald, McLaren & Co., be amended, by adding thereto a provision to the effect that notwithstanding anything contained in the Order in Council of the 28th day of March, 1881, the Minister of Railways and Canals may agree that in case Judge Clark and Mr. Brydges differ in respect to the appointment of a third arbitrator, such third arbitrator may be appointed by a Judge of the Supreme Court of Canada.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

Hon. Minister Railways and Canals.

In the Supreme Court of Canada :—

In the matter of the arbitration between Her Majesty the Queen, represented herein by the Honorable John Henry Pope, Acting Minister of Railways and Canals, and Manning, McDonald, McLaren and Company.

Upon reading the affidavit of Hector Cameron, solicitor for the above mentioned firm, filed on this application, and it appearing thereby that a Judge of the Supreme Court of Canada is empowered to name a third arbitrator in the matter of the said reference, and in the motion of counsel for the claimants, and in presence of Mr. Hogg, as counsel for Her Majesty the Queen, not objecting thereto, I do hereby appoint Alexander L. Light, of the City of Quebec, Government Engineer of Railways for the Province of Quebec, third arbitrator, in and under the above mentioned reference, with all such powers as are conferred by the agreement of reference herein.

W. J. RITCHIE, C. J.

Dated this 23rd day of November, 1883.

In the matter of the claim of Manning, McDonald, McLaren & Co. :

Memorandum of agreement made this twenty-third day of November, A.D. one thousand eight hundred and eighty-three, between Alexander Manning, of the City of Toronto, in the Province of Ontario, Contractor; Alexander Shields, of the same place, Contractor; John James McDonald, of the City of Ottawa, in the said Province, Contractor; James Isbester, of the same place, Contractor; Alexander McDonald, of the said City of Toronto, Contractor; and Peter McLaren, of the Town of Perth, in the said Province, hereinafter called the Contractors of the one part; and Her Majesty Queen Victoria, represented herein by the Honorable John Henry Pope, the Acting Minister of Railways and Canals for the Dominion of Canada, of the other part.

Whereas, under and by virtue of an agreement, dated the sixth day of September, in the year of Our Lord one thousand eight hundred and seventy-nine, the said contractors did contract and agree with Her Majesty Queen Victoria to build and construct a portion of the Canadian Pacific Railway, from Eagle River to Keewatin, known as Section "B" of the said railway, and to complete the same in compliance with the specifications attached to a certain contract of Fraser, Manning & Co., dated the twentieth day of March, in the year of our Lord one thousand eight hundred and seventy-nine.

And whereas, subsequently to the commencement of the work by the said contractors upon the said Section "B" of the Canadian Pacific Railway, under the terms of the said contracts and specifications, certain changes were

made in the character of the work to be performed by the said contractors, and by agreement in writing, dated the thirty-first day of March, in the year of Our Lord one thousand eight hundred and eighty-one, between the said contractors and Her Majesty Queen Victoria, represented by the Acting Minister of Railways and Canals, the contractors agreed to execute the work as changed and altered in accordance with the terms of the contract of the sixth day of September, in the year of Our Lord one thousand eight hundred and seventy-nine, and subject to the change in prices made by the agreement of the thirty-first day of March, in the year of Our Lord one thousand eight hundred and eighty-one, and to all rights and powers of Her Majesty thereunder, and to the reservations and conditions therein contained as to the rights and claims of the contractors.

And whereas, the said contractors then alleged that they had claims against Her Majesty in connection with their contract, and requested that such claims might be submitted to arbitration.

And whereas, by an Order in Council, dated the twenty-eighth day of March, in the year of Our Lord one thousand eight hundred and eighty-one, authority was given for a reference of the claims of the said contractors to the arbitration of three arbitrators, one of whom should be chosen by the Minister of Railways and Canals, and one by the contractors, the third to be chosen by the other two, or in accordance with the arbitration clauses of the Common Law Procedure Act of Ontario, and that such references should be made whenever the Government might consider the work sufficiently advanced to justify such action, but to be in no way taken as an admission of the validity of the claims.

And whereas, by a certain other Order in Council, dated the second day of April in the year of Our Lord one thousand eight hundred and eighty-three, it was provided that all claims and matters in difference between the contractors and Her Majesty, arising out of the work done under the said contract, should be referred to the arbitration provided for by the Order in Council of the twenty-eighth day of March, in the year of Our Lord One thousand eight hundred and eighty-one.

And whereas the contractors have represented to the Government that they are now prepared to submit their claims to the special arbitration, authorized by the said Orders in Council in respect to the three following items: "loose rock," "rock outside of the prism or slopes of the cuttings," and "cross-logging."

And whereas by Order in Council of the twentieth day of November inst. (1883) it is authorized that the claim of the Government against the contractors for the use and hire of rolling stock, &c., amounting to the sum of \$57,539.37 be also referred to the said arbitration as a counter claim to be dealt with at the same time that the questions of "loose rock," "rock outside of the prism," and "cross-logging" are considered, and that the said Government claims, together with the three items hereinbefore named, be first considered and awarded on.

And whereas, it has been agreed between the parties hereto that in the event of the said arbitrators so to be named by the parties hereto not agreeing upon the appointment of a third arbitrator, that application shall be made to a Judge of the Supreme Court of Canada to appoint the third arbitrator, and the person nominated by the said Judge shall be and act as the third arbitrator in said reference.

Now, it is hereby agreed by and between the parties hereto, and the parties hereto do hereby refer the said claims of the contractors in connection with their said contract, and all matters in difference arising thereout of to the extent mentioned in as much as provided for by the said Orders in Council dated the twenty-eighth day of March, in the year of Our Lord one thousand eight hundred and eighty-one, and the second day of April, in the year of Our Lord one thousand eight hundred and eighty-three, and the said counter claim of the Government to the award of George Mackenzie Clark, Esquire, Judge of the County Court of the United Counties of Northumberland and Durham, and Charles John Brydges, of the City of Winnipeg, in the Province of Manitoba, Esquire, the arbitrators nominated by the Government and the contractors respectively, and of such third person as the said George Mackenzie Clark and Charles John Brydges shall, by memorandum

under their hands, to be endorsed on these presents before they proceed on the said arbitration, nominate and appoint, or in the event of their failing or not agreeing in the appointment, such person as may be appointed by a Judge of the Supreme Court of Canada, or any two of them so that the said arbitrator, or any two of them shall make and publish their award in writing of and concerning the same remedy to be delivered to the parties thereto, and it is hereby agreed that the said arbitrators shall first consider and award on the following items or matters in difference, namely, "loose rock," "rock outside the prisms or slopes of the cuttings," and "cross-logging," and the counter claim of the Government above referred to, and that the said arbitrators may, from time to time, make their award and awards in writing as aforesaid on the above mentioned matters, and on all other matters in difference hereby referred until they have finally awarded upon and disposed of all the matters hereby referred. Provided always, that all such awards be made on or before the first day of February, in the year of Our Lord one thousand eight hundred and eighty-four, or such further day as the said arbitrators, or any two of them, may, from time to time, enlarge the time for making their award by writing under their hand endorsed on this reference at any time. And it is hereby further agreed that the said arbitrators may, by their said award, order and determine what they shall think fit to be done by either of the parties hereto respecting the said items of claim or counter claim, and that the costs of the said reference and award shall be in the discretion of the said arbitrators, who may award, by whom, to whom, and in what manner the same shall be paid.

And each of the said parties hereto agrees with the other to stand to, abide by, obey, perform, fulfil and keep the said awards so to be made and published as aforesaid.

And it is further agreed that it shall be in the discretion of the arbitrators to examine the said contractors, or any of them, and the witnesses on the reference, and the contractors, if examined, shall be examined on oath or on affirmation, according to their respective religions; and that the said parties hereto respectively shall produce, before the said arbitrators, all such books, deeds, papers, documents, maps, plans, drawings and writings in their custody, power or control, relating to the matters referred, as the said arbitrators shall think fit to require.

And that the said parties, respectively, shall do all other acts necessary to enable the said arbitrators, or any two of them, to make their award herein, and shall not do, or cause to be done, any act to delay or prevent the said arbitrators from making their award.

And it is further agreed that the said arbitrators, or any two of them, may proceed in the said reference *ex parte*, if either of the said parties refuse or neglect to attend before them without reasonable excuse.

And it is further agreed that no action or suit shall be brought by one party against the other or against the arbitrators for or in respect of the said matters in difference, or any or either of them, or the said award, to be made in pursuance of this reference.

And it is further agreed that this agreement of reference may be made a rule of one of the Divisional Courts of the High Court of Justice for Ontario if the said Court should so please, and further, that in the event of either of the said parties hereto disputing the validity of the said award or moving in a said Divisional Court of the said High Court to set the same or any part thereof aside, or in any other event, the said Division of the said Court or any Judge of the High Court of Justice shall have power, at any time, to remit the matters hereby referred, or any or either of them, to the reconsideration and redetermination of the said arbitrators, and with and upon and subject to such directions, powers and terms as to the said Court or Judge may seem proper, and that the provisions of the Common Law Procedure Act and of the Judicature Act and any other Act in force in the Province of Ontario applicable to arbitrations shall apply to this arbitration.

In witness whereof, the said contractors have hereunto set their hands and seals, and the Acting Minister of Railways and Canals has set his hand and affixed the

seal of the said Department of Railways and Canals, the day and year first above written.

J. H. POPE, *Acting Minister Railways and Canals.*

ALEXANDR MANNING,

By his Attorney, JOHN J. McDONALD.

ALEXANDER SHIELDS,

By his Attorney, JOHN J. McDONALD.

ALEXANDER McDONALD,

By his Attorney, JOHN J. McDONALD.

JAMES ISBESTER,

By his Attorney, JOHN J. McDONALD.

JOHN J. McDONALD.

MANNING, McDONALD McLAREN & CO.,

Signed, sealed and delivered in
presence of
JOHN LESLIE,
For J. H. POPE.
W. D. HOGG,
As to signatures of all other parties. }

A. P. BRADLEY, Secretary Railways and Canals.

We do hereby enlarge the time for making our award under the within reference until the first day of July, A. D. 1884.

GEORGE M. CLARK,

C. J. BRYDGES,

A. L. LIGHT.

Dated 19th January, 1884.

KNOW ALL MEN BY THESE PRESENTS: That we Alexander Manning, of the City of Toronto, contractor; Peter McLaren, of the Town of Perth, lumber merchant; Alexander Shields, of the Township of the Gore of Toronto, farmer; Alexander McDonald, of the City of Toronto, contractor, and James Isbester, Port Arthur, contractor: do hereby make, nominate, constitute and appoint John James McDonald, of the City of Toronto, contractor, the remaining partner in the said firm, our and each of our true and lawful attorney for us and in our name, place and stead and for our sole use and benefit, and for each of us to sign, seal, execute and deliver an agreement or submission to refer to arbitration all matters in difference between the said firm and the Government of Canada, in reference to and arising out of the contract of the said firm with the Government for Section "B" of the Canadian Pacific Railway, and for all and every of the purposes aforesaid, do hereby give and grant unto our said attorney, full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done in and about the premises, and also, to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the premises, as fully and effectually to all intents and purposes as we could do if personally present and acting therein. And also, with full power and authority for our said attorney to appoint a substitute or substitutes, and such substitution are at pleasure to revoke, hereby ratifying and confirming and agreeing to ratify, confirm and allow all and whatsoever our said attorney or such substitute or substitutes shall lawfully do or cause to be done in the premises by virtue hereof.

In witness whereof, we have hereto set our hands and seals, this twenty.second day of November, one thousand eight hundred and eighty:three.

ALEXANDER MANNING.

PETER McLAREN,

By his Attorney, JOHN HAGGART,

ALEXANDER SHIELDS.

ALEXANDER McDONELL,

JAMES ISBESTER,

By his Attorney, ALEX. MANNING.

Signed, sealed and delivered in
presence of
HECTOR CAMERON. }

To all whom these presents shall come :

We, George Mackenzie Clark, Esq., Judge of the County Court of the United Counties of Northumberland and Durham; Charles John Brydges, of the City of Winnipeg, in the Province of Manitoba, Esq., and Alexander L. Light, of the City of Quebec, Government Engineer of Railways for the Province of Quebec.

SEND GREETING :

Whereas, by a certain agreement under seal bearing date the 23rd day of November, A.D. 1883, and made between Alexander Manning, of the City of Toronto, in the Province of Ontario, contractor; Alexander Shields, of the same place, contractor; John J. McDonald, of the City of Ottawa, in the said Province, contractor; James Isbester, of the same place, contractor; Alexander McDonald, of the said City of Toronto, contractor; and Peter McLaren, of the Town of Perth, in the said Province, hereinafter called the contractors of the one part; and Her Majesty Queen Victoria, represented therein by the Honorable John Henry Pope, the Acting Minister of Railways and Canals for the Dominion of Canada, of the other part.

It is therein recited that under an agreement dated the 6th day of September, A.D. 1879, the said contractors did contract with Her said Majesty to build and construct a portion of the Canadian Pacific Railway, from Eagle River to Keewatin, known as Section "B" of said railway, and to complete the same in compliance with the specifications attached to a certain contract of Fraser, Manning & Co., dated the 20th March, A.D. 1879; and further reciting that subsequently to the commencement of the said work by the contractors, certain changes were made in the character of the work to be performed by the contractors; and by an agreement in writing, dated the 31st day of March, A.D. 1881 and made between the said contractors and Her said Majesty, the contractors agreed to execute the work as changed and altered in accordance with the terms of the contract of the 6th day of September, 1879, and subject to the changes in prices made by the agreement of the 31st day of March, A.D. 1881, and to all rights and powers of Her Majesty thereunder and to the reservations and conditions therein contained as to the rights and claims of the contractors.

And after further reciting that the contractors alleged they had certain claims against Her Majesty in connection with the contract, and that by an Order in Council, dated the 28th day of April, 1881, authority was given for a reference of the claims of the contractors to the arbitration of three arbitrators, to be chosen as therein provided for, and further reciting that by a certain other Order in Council, dated the 2nd day of April, A.D. 1883, it was provided that all claims, and matters and differences between the contractors and Her Majesty arising out of the work done under the said contract should be referred to the arbitration provided for in the Order in Council of the 28th March, A.D. 1881; and further reciting, that the contractors represented to the Government that they were prepared to submit their claims to the arbitration authorized by the said Order in Council in respect to the items of "loose rock" "rock outside of the prism or slopes of the cuttings" and "cross-logging."

And further reciting, that by an Order in Council, dated 20th November, A.D. 1883, it was authorized that the claim of the Government against the contractors for the use and hire of rolling stock, amounting to \$57,539.37, be also referred to the said arbitrators, as a counter claim, to be dealt with at the same time that the question of "loose rock," "rock outside of the prisms," and "cross-logging" are considered, and that the said Government claim that the said three items, thereinbefore named, should be first considered and awarded on; and after reciting that in the event of the said arbitrators, so to be named by the contractors and Her Majesty, not agreeing upon the appointment of a third arbitrator, that application should be made to a Judge of the Supreme Court of Canada, to appoint the third arbitrator.

It was agreed between the parties thereto that they should, and they did, thereby refer the said claims of the contractors, in connection with the said contract, and all matters in difference arising thereout to the extent mentioned in, and as provided by, the said Orders in Council therein recited, and the counter claim of the Government

to the award of the said George Mackenzie Clark, and Charles John Brydges, the arbitrators nominated by the Government and the contractors respectively, and of such other persons as the said George Mackenzie Clark and Charles John Brydges, should, by memorandum under their hands to be endorsed on the said agreement before proceeding with the said arbitration, should nominate and appoint, or in the event of their failing or not agreeing in the appointment, then to such person as might be appointed by a Judge of the Supreme Court of Canada, or any two of them, so that the said arbitrators, or any two of them, should make and publish their award in writing, of and concerning the same, ready to be delivered to the parties thereto, and it was thereby further agreed that the arbitrators should first consider and award on the following items or matters in difference, namely: "loose rock," "rock outside cuttings" and "cross-logging," and the counter claim of the Government therein referred to, and that the arbitrators might, from time to time, make their award and awards in writing, in the above mentioned matters, and on all other matters in difference thereby referred, until they should finally dispose of all matters thereby referred, and it is hereby agreed that all such awards be made on or before the 1st day of February, 1884, or such further day as the said arbitrators, or any two of them, should, from time to time, enlarge the time for making their award, by writing under their hand, endorsed on the said agreement or reference, and it was further agreed that the said arbitrators might, by their award, order and determine what they thought fit should be done by either of the parties thereto respecting the said items of claim or counter claim, and that the costs of the said reference and the award should be in the discretion of the said arbitrators, who might award by whom, to whom, and in what manner the same should be paid: and it was further agreed that the said reference might be made a rule of one of the Divisional Courts of the High Court of Justice of Ontario, as by the said agreement reference being thereto had, will more fully and at large appear. And whereas the said George Mackenzie Clark and Charles John Brydges failed to appoint the third arbitrator, as provided for in the said agreement, and at the request of the parties thereto Sir William Jonhston Ritchie, Knight, Chief Justice of the Supreme Court of Canada, by an instrument under his hand dated the 23rd day of November, 1883, appointed the said Alexander L. Light as the third arbitrator provided for in the said agreement, and whereas by an endorsement on the said agreement, bearing date the 19th day of January, A. D. 1884, and under the hand of the said arbitrators, George Mackenzie Clark, Charles John Brydges and Alexander L. Light, they duly enlarged the time for making their award, under the said agreement, until the 1st day of July, A. D. 1884.

Now, know ye that we, the said arbitrators, having taken upon us the burden of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs and vouchers made and produced before us respecting the said three items of "loose rock," "rock outside of the prism," and "cross-logging," and the said counter claim of the Government for \$57,539.37 do hereby make and publish this, our award, concerning the said three items, and the said counter claim, and hereinafter referring to the said Manning, Shields, McDonald, Isbester, McDonald & McLaren, as "the contractors."

We award and adjudge that out of the aggregate quantity excavated by the contractors on the said Section B, in the three classes—solid rock, loose rock, and earth, the quantity, 208,958 cubic yards, ought, under the contract and specifications, to be classified as loose rock. This includes 14,598 cubic yards of boulders in cuttings mentioned in the report of Messrs. Donkin & Bell, and which the contractors have claimed to be properly allowable as solid rock, in addition to the quantity hitherto allowed to them as solid rock, but which the Government claim to have been already properly allowed in the several classes in the proportions, if any, in which it ought to have been credited to the contractors.

We further award and adjudge, that deducting from the said Section "B" that portion which was built by one McLellan, as sub-contractor, the contractors have, on

the residue of the section, without any express order from the engineer, excavated 85,470 cubic yards of sold rock "beyond the slopes," referred to in Clause 11 of the specifications, and commonly called "outside the prism," but of this a portion, namely, 6,074 yards was wasted, and for that portion the contractors are not entitled to any compensation. That the remainder, seventy-nine thousand three hundred and ninety-six (79,396) yards was, by the direction of the Government Engineer, moved by the contractors and put in the works in such places and under such circumstances as entitle the contractors to be compensated therefor in the following manner, that is to say, for 29,844 yards as sold rock, and as if it had been excavated within the slopes, that is, within the prism or lines planned for cuttings, and for the residue, 49,552 yards, as if the contractors had excavated, instead of it, three times its quantity (148,656 cubic yards) of earth, and had borrowed and hauled one-half (74,328 yards) of that residue between the 241st and 273rd miles mentioned in the schedule of prices attached to the contract, and the remaining 74,328 yards between the 273rd and 289th miles.

And we further award and adjudge, that on the said Section "B," the contractors have built altogether 45 $\frac{7}{10}$ acres of platforms of logs across muskegs, average 16 inches deep, covered with brush.

And we further order and direct that in the final settlement of the rights of the parties concerning the matters referred to us as aforesaid, the contractors shall be dealt with as if the Chief Engineer of the Canadian Pacific Railway had certified that they had done the several kinds of work to the extent, and in the respective classes hereinbefore adjudged and stated by us as aforesaid.

And we further award and adjudge that the contractors are liable to pay to Her Majesty the Queen, the sum of \$34,179.17, for the use and hire of plant, and for other matters included in the said counter claim. This sum includes all previous charges, if any, which have been made against them on that account.

And we further award and adjudge, that Her Majesty the Queen do bear Her own costs of the said reference up to this date and of this award, and that Her Majesty the Queen do forthwith on demand pay to the contractors their costs of the said reference up to this date, and of this award, and that if in the meantime the contractors do pay the whole or any part of the cost of the award, Her Majesty the Queen shall forthwith on demand repay and reimburse the same to them.

In witness whereof we hereto set our hands, this eighth day of February, A.D., 1884.

GEO. M. CLARK,
C. J. BRYDGES,
A. L. LIGHT.

Signed and published by the above mentioned arbitrators }
as and for their award, this 8th day of February, }
A.D. 1884. HUGH C. DENNIS.

IN THE MATTER of the arbitration between Her Majesty the Queen and the contractors for Section 42 of the C.P.R.

Memorandum of the Costs of the Award.

Paid to Messrs. A. & G. Holland, as shorthand reporters....	\$ 765
Paid to H. C. Dennis, clerk to arbitrators.....	100
C. J. Brydges, travelling expenses.....	\$250
C. J. Brydges, services 33 days at \$30.....	990
	— 1,240
A. L. Light, travelling expenses.....	\$200
A. L. Light, services 28 days, at \$30.....	840
	— 1,040
George M. Clark, services, &c.....	450
	—
Total	<u>\$3,595</u>

OTTAWA, 8th February, 1884.

Received the above amount from the contractors' solicitor, Hector Cameron, Esq.
 GEO. M. CLARK,
 C. J. BRYDGES,
 A. L. LIGHT.

Memorandum.

OTTAWA, 16th February, 1884.

The undersigned has the honor to represent that under date the 20th November, 1883, authority was given for proceeding with the special arbitration upon claims urged by Messrs. Manning, McDonald, McLaren & Co., arising out of their contract for Section "B" of the Canadian Pacific Railway, which arbitration had been granted them by an Order in Council dated the 28th of March, 1881. Further, that by an Order in Council of the 21st of November, 1883, the arbitrators were authorized to deal with the three specific items, "loose rock," "rock outside of the prism or slope of the cuttings," and "cross-logging," together with a counter claim on the part of the Government for the hire of rolling stock, &c.

That such special arbitration has been duly had, and the arbitrators, under date the 3rd inst., have made their award therein.

That the said award determines the quantities executed of the several classes of work in question, the terms thereof being as follows:—

"We award and adjudge, that out of the aggregate quantity excavated by the contractors on the said Section "B" in the three classes, solid rock, loose rock and earth, the quantity, two hundred and eight thousand nine hundred and fifty-eight cubic yards ought, under the contract and specifications, to be classified as loose rock. This includes fourteen thousand five hundred and ninety-eight yards of boulders in cuttings mentioned in the report of Messrs. Donkin and Bell, and which the contractors have claimed to be properly allowable as solid rock, in addition to the quantity hitherto allowed to them as solid rock, but which the Government claims to have been already properly allowed in the several classes in the proportions, if any, in which it ought to have been credited to the contractors.

"We further award and adjudge, that deducting from the said section "B" that portion which was built by one McLellan, as sub-contractor, the contractors have, on the residue of the section, without any express order from the engineer, excavated eighty-five thousand four hundred and seventy cubic yards of solid rock beyond the slopes, referred to in clause 11 of the specification, and commonly called "outside the prism," but of this a portion, namely, six thousand and seventy-four yards was wasted, and for that portion the contractors are not entitled to any compensation. That the remainder, seventy-nine thousand three hundred and ninety-six yards, was, by the direction of the Government engineers, moved by the contractors and put in the works in such places, and under such circumstances, as entitled the contractors to be compensated therefor in the following manner, that is to say, for twenty-nine thousand eight hundred and forty-four yards as solid rock, and as if it had been excavated within the slopes, that is, within the prism, or lines planned for cuttings, and for the residue, forty-nine thousand five hundred and fifty-two yards, as if the contractors had excavated, instead of it, three times its quantity (one hundred and forty-eight thousand six hundred and fifty-six cubic yards) of earth, and had borrowed and hauled one half, seventy-four thousand three hundred and twenty-eight of that residue, between the two hundred and forty-first and two hundred and seventy-third miles mentioned in the schedule of prices attached to the contract, and the remaining seventy-four thousand three hundred and twenty-eight yards between the two hundred and seventy-third and two hundred and eighty-ninth miles.

"And we further award and adjudge that on the said Section "B" the contractors have built altogether $45\frac{7}{10}$ acres of platforms of logs across muskegs, average 16 inches deep, covered with brush.

"And we further order and direct, that in the final settlement of the rights of the parties concerning the matters referred to us, as aforesaid, the contractors shall be dealt with as if the Chief Engineer of the Canadian Pacific Railway had certified

that they had done the several kinds of work to the extent and in the respective classes herein before adjudged and stated by us as aforesaid.

“ And we further award and adjudge, that the contractors are liable to pay to Her Majesty the Queen the sum of thirty-four thousand one hundred and seventy-nine dollars and seventeen cents for the use and hire of plant and for other matters included in the said counter claim. This sum includes all previous charges, if any, which have been made against them on that account.

“ And we further award and adjudge that Her Majesty the Queen do bear Her own costs of the said reference up to this date and of this award, and that Her Majesty the Queen do forthwith, on demand, pay to the contractors their costs of the said reference up to this date and of this award, and that if, in the meantime, the contractors do pay the whole, or any part, of the costs of the award, Her Majesty the Queen shall forthwith, on demand, repay and reimburse the same to them.”

The undersigned represents that in pursuance of the terms of the said award, a statement has been prepared by the Chief Engineer, dated the 15th inst., showing the values of the work done at the contract prices upon the basis as to quantity fixed by the arbitrators, deductions being made for all quantities already covered by his certificates, and the total amount payable to the contractors under each item being set down as follows :—

Loose rock, 208,958 cubic yards, at \$0.75.....	\$156,718 50
Deduct items covered by this quantity, and included in the Chief Engineer's certificate, No. 768:	
Allowed as loose rock, 93,500 cubic yards, at \$0.75.....	\$70,125 00
Allowed as earth, 115,458 cubic yards, at \$0.31.....	35,791 98
	105,916 98
	\$50,801 52
Rock outside of slopes, solid rock, 29,844 cubic yards, \$1.85.....	\$55,211 40
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768:	
Allowed as solid rock, 29,844 cubic yards, at \$1.85.....	55,211 40
Rock cut outside the slopes, earth, 49,552 cubic yards, allowed three times=	
148,656, to be paid for as follows:	
$\frac{1}{2}$ =74,328 cubic yards, at \$0.35..	\$26,014 80
$\frac{1}{2}$ =74,328 “ “ “ 0.37,	27,501 36
	53,516 16
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768:	
55,626 cubic yards allowed $1\frac{1}{2}$ times=83,439 yards at \$0.31.....	\$25,866 09
	\$ 27,650 07
Cross-logging 45.76 acres at \$1,450.....	\$63,352 00
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768—45.76 acres at \$1,450.....	\$66,352 00
	\$78,451 59
Hire of rolling stock.....	34,179 17
Amount due the contractors under the award	44,272 42

The undersigned, upon such award and settlement, recommends that authority be given for the payment to the contractors, in full settlement of these claims, the sum of forty-four thousand two hundred and seventy-two dollars and forty-two cents (\$44,272.42), and also for the repayment to the solicitor of the contractors the sum of Three thousand five hundred and ninety-five dollars (\$3,595), the amount of costs paid by him, as shown in a memorandum attached to the award and signed by all the arbitrators.

Respectfully submitted,
CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 18th February, 1884.

On a Memorandum, dated 16th February, 1884, from the Minister of Railways and Canals, representing that by Order in Council, dated 20th November, 1883, authority was given for proceeding with the special arbitration upon claims urged by Manning, McDonald, McLaren & Co., arising out of their contract for Section "B" of the Canadian Pacific Railway, which arbitration had been granted them by an Order in Council, dated 28th March, 1881: and further, by an Order in Council dated 21st November, 1883, the arbitrators were authorized to deal with the three specific items, "loose rock," "rock outside of the prism or slope of the cuttings," and "cross-logging," together with a counter claim on the part of the Government for the hire of rolling stock, &c.

The Minister further represents that such special arbitration has been duly had, and the arbitrators, under date the 8th inst., have made their award therein.

That the said award determines the quantities executed of the several classes of work in question, the terms thereof being as follows:—

"We award and adjudge that out of the aggregate quantity excavated by the contractors on the said Section "B," in the three classes, solid rock, loose rock, and earth, the quantity, 208,958 cubic yards, ought, under the contract and specifications, to be classified as loose rock. This includes 14,598 yards of boulders in cuttings, mentioned in the report of Messrs. Donkin and Bell, and which the contractors have claimed to be properly allowable as solid rock, in addition to the quantity hitherto allowed to them as solid rock, but which the Government claims to have been already properly allowed in the several classes in the proportions, if any, in which it ought to have been credited to the contractors.

"We further award and adjudge that, deducting from the said Section "B" that portion which was built by one McLellan, as sub-contractor, the contractors have, on the residue of the section, without any express order from the engineer, excavated 85,470 cubic yards of solid rock beyond the slopes referred to in clause 11 of the specifications, and commonly called 'outside the prism,' but of this portion, namely, 6,074 yards was wasted, and for that portion the contractors are not entitled to any compensation; that the remainder, seventy-nine thousand three hundred and ninety-six (79,396) yards, was, by the direction of the Government engineers, moved by the contractors and put in the works in such places and under such circumstances as entitle the contractors to be compensated therefor in the following manner, that is to say:—For 29,844 yards as solid rock, and as if it had been excavated within the slopes, that is, within the prisms or lines planned for cuttings, and for the residue, 49,552 yards, as if the contractors had excavated instead of it three times its quantity (148,656 cubic yards) of earth, and had borrowed and hauled one-half (74,328 yards) of that residue between the 241st and 273rd miles, mentioned in the schedule of prices attached to the contract, and the remaining 74,328 yards between the 273rd and 289th miles.

"And we further award and adjudge, that on the said Section "B" the contractors have built altogether $45\frac{7}{10}$ acres of platforms of logs across muskegs, average 16 inches deep, covered with brush.

"And we further order and direct, that in the final settlement of the rights of the parties concerning the matters referred to as aforesaid, the contractors shall be

dealt with as if the Chief Engineer of the Canadian Pacific Railway had certified that they had done the several kinds of work to the extent and in the respective classes hereinbefore adjudged and stated by us as aforesaid.

“And we further award and adjudge, that the contractors are liable to pay to Her Majesty the Queen the sum of \$34,179.17 for the use and hire of plant, and for other matters included in the said counter claim. This sum includes all previous charges, if any, which have been made against them on that account.

“And we further award and adjudge, that Her Majesty the Queen do bear Her own costs of the said reference up to this date and of this award. And that Her Majesty the Queen do forthwith, on demand, pay to the contractors their costs of the said reference up to this date and of this award. And that if in the meantime the contractors do pay the whole or any part of the costs of the award, Her Majesty the Queen shall forthwith, on demand, repay and reimburse the same to them.”

The Minister represents that in pursuance of the terms of the said award a statement has been prepared by the Chief Engineer, dated the 15th inst., showing the values of the work done at the contract prices upon the basis as to quantity fixed by the arbitrators, deductions being made for all quantities already covered by his certificates, and the total amount payable to the contractors under each item being set down as follows:—

Loose rock, 208,958 cubic yards, at 75 cents	\$156,718 50	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, allowed as loose rock, 93,500 cubic yards, at 75 cents.....	\$70,125 00	
Allowed as earth, 115,458 cubic yards, at 31 cents.....	35,791 98	
		<u>105,916 98</u>
		\$50,801 52
Rock outside of slopes, solid rock, 29,844 cubic yards, at \$1.85	\$55,211 40	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, allowed as solid rock, 29,844 yards, at \$1.85.....	55,211 40	
Rock outside the slopes. Earth, 49,552 cubic yards, allowed 3 times = 148,656, to be paid for as follows:—		
$\frac{1}{2}$ = 74,328 cubic yards, at 35 cents.....	\$26,014 80	
$\frac{1}{2}$ = 74,328 cubic yards, at 37 cents.....	27,501 36	
		<u>\$53,516 16</u>
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, 55,626 cubic yards allowed $1\frac{1}{2}$ times = 83,439 cubic yards, at 31 cents.....	25,866 09	
		<u>27,650 07</u>
Cross-logging 45.76 acres, at \$1450.	\$66,352 00	
Deduct items covered by this quantity and included in the Chief Engineer's certificate, No. 768, 45.76 acres at \$1450.	66,352 00	
		<u>\$78,451 69</u>
Contra Award—Hire of rolling stock.....	34,179 17	
Amount due the contractors under the award.....	\$44,272 42	

The Minister, upon such award and statement, recommends that authority be given for the payment to the contractors, in full settlement of these claims, the sum of forty-four thousand two hundred and seventy-two dollars and forty-two cents (\$44,272.42), and also for the repayment to the solicitor of the contractors of the sum of three thousand five hundred and ninety-five dollars (\$3,595), the amount of costs paid by him, as shown in a memorandum attached to the award, and signed by all the arbitrators.

The Committee concur in the above recommendation, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE, *C.P.C.*

Hon. Minister Railways and Canals.

TO ALL TO WHOM THESE PRESENTS SHALL COME: We, Charles John Brydges, of the City of Winnipeg, in the Province of Manitoba, Esquire, and Alexander L. Light, of the City of Quebec, Government Engineer of Railways for the Province of Quebec—

SEND GREETING:

Whereas, by a certain agreement under seal, bearing date the 23rd day of November, A.D. 1883, and made between Alexander Manning, of the City of Toronto, in the Province of Ontario, Contractor; Alexander Shields, of the same place, Contractor; John J. McDonald, of the City of Ottawa, in the said Province, Contractor; James Isbester, of the same place; Alexander McDonald, of the said City of Toronto, Contractor; and Peter McLaren, of the Town of Perth, in the said Province, hereinafter called the "Contractors," of the one part, and Her Majesty Queen Victoria, represented therein by the Honorable John Henry Pope, the acting Minister of Railways and Canals for the Dominion of Canada, of the other part.

It is therein recited that under an agreement, dated the 6th day of September, A.D. 1879, the said contractors did contract with Her said Majesty to build and construct a portion of the Canadian Pacific Railway, from Eagle River to Keewatin, known as Section "B" of said railway, and to complete the same in compliance with the specifications attached to a certain contract of Frazer, Manning & Co., dated the 20th March, A.D. 1879, and further reciting that subsequently to the commencement of the said work by the contractors, certain changes were made in the character of the work to be performed by the contractors, and by an agreement in writing, dated the 31st day of March, A.D. 1881, and made between the said contractors and Her said Majesty, the contractors agree to execute the work as changed and altered in accordance with the terms of the contract of the 6th day of September, A.D. 1879, and subject to the changes in prices made by the agreement of the 31st day of March, A.D. 1881, and to all rights and powers of Her Majesty thereunder and to the reservation and conditions therein contained as to the rights and claims of the contractors; and after further reciting, that the contractors alleged they had certain claims against Her Majesty in connection with the contract, and that by an Order in Council, dated the 28th day of March, A.D. 1881, authority was given for a reference of the claims of the contractors to the arbitration of three arbitrators, to be chosen as therein provided for; and further reciting, that by a certain other Order in Council, dated the 2nd day of April, A.D. 1883, it was provided that all claims and matters and differences between the contractors and Her Majesty arising out of the work done under the said contract should be referred to the arbitration provided for in the Order in Council of the 28th March, A.D. 1881; and further reciting, that the contractors represented to the Government that they were prepared to submit their claims to the arbitration authorized by the said Orders in Council in respect to the items of "loose rock," "rock outside of prisms or slopes of the cuttings," and "cross logging," and further reciting that by an Order in Council, dated the 20th November, A.D. 1883, it was authorized that the claim of the Government against the contractors, for the use and time of rolling stock, amounting to \$57,539.37, be also referred to the said arbitrators as a counter claim, to be dealt with at the

same time that the question of loose rock outside of the prisms and cross-logging are considered, and that the said Government claim, with the said three items therein before named, should be first considered and awarded on, and after reciting that in the event of the said arbitrators so to be named by the contractors and Her Majesty, not agreeing upon the appointment of a third arbitrator, that application should be made to a Judge of the Supreme Court of Canada to appoint the third arbitrator.

It was agreed between the parties thereto that they should, and they did thereby, refer the said claims of the contractors in connection with the said contract, and all matters in difference arising thereout, to the extent mentioned in, and as provided by the said Orders in Council therein recited, and the counter claim of the Government to the award of George Mackenzie Clark, Esquire, Judge of the County Court of the united Counties of Northumberland and Durham, and Charles John Brydges, the arbitrators nominated by the Government and the contractors respectively, and of such other person as the said George Mackenzie Clark and Charles John Brydges, by memorandum under their hands to be endorsed on the said agreement, before proceeding with the said arbitration, should nominate and appoint, or in the event of their failing or not agreeing in the appointment, then to such person as might be appointed by a Judge of the Supreme Court of Canada, or any two of them, so that the said arbitrators, or any two of them, should make and publish their award in writing, of and such concerning the same, ready to be delivered to the parties thereto, and it was thereby further agreed that the arbitrators should first consider and award on the following items or matters in difference, namely :

“Loose rock,” “rock outside the prisms or slopes of the cuttings,” and “cross-logging,” and the counter claim of the Government therein referred to, and that the arbitrators might, from time to time, make their award and awards in writing in the above mentioned matters, and on all other matters in difference thereby referred, until they should finally dispose of all matters thereby referred, and is hereby agreed that all such awards be made on or before the 1st day of February, 1884, or such further day so as the said arbitrators, or any two of them, should, from time to time, enlarge the time for making their awards, by writing, under their hand endorsed on the said agreement or reference; and if it was further agreed that the said arbitrators, or any two of them, might, by their award, order and determine what they thought fit should be done by either of the parties thereto, respecting the said items of claim or counter claim, and that the costs of the said reference and the award should be in the discretion of the said arbitrators, or any two of them who might award, by whom, to whom, and what manner the same should be paid; and it was further agreed that the said reference might be made a rule of one of the Divisional Courts of the High Court of Justice of Ontario, as by the said agreement reference being thereto had, will more fully and at large appear.

And whereas the said George Mackenzie Clark and Charles John Brydges failed to appoint the third arbitrator, as provided for in the said agreement, and at the request of the parties thereto, Sir William Johnstone Ritchie, Knight, Chief Justice of the Supreme Court of Canada, by an instrument under his hand, dated the 23rd day of November, 1883, appointed the said Alexander L. Light as the third arbitrator provided for in the said agreement; and whereas, by an endorsement on the said agreement, bearing date the 19th day of January, A. D. 1884, and under the hands of the arbitrators, George Mackenzie Clark, Charles John Brydges and Alexander L. Light, they duly enlarged the time for making their awards under the said agreement until the 1st day of July, A. D. 1884.

And whereas, in pursuance of the terms of the said submission, that the said arbitrators should first consider and award on the following items or matters in difference referred to them, namely: “Loose rock,” “rock outside the prisms or slopes of the cuttings” and “cross-logging,” and the counter claim of the Government particularly specified and referred to in the said submission.

The said arbitrators did, in the months of November, January, and February last, take into consideration the said claims and counter claim of the Government, which it was agreed should be first considered and awarded on, and after having

examined all such witnesses as were produced before the said arbitrators, by the said parties respectively, and after having fully weighed and considered the allegations, proofs and vouchers made and produced before the said arbitrators respecting the said three items of "loose rock," "rock outside the prisms and slopes of the cuttings" and "cross-logging," and the said counter claim of the Government for \$56,539.37, they, the said three arbitrators, did, on the 8th day of February, A.D. 1884, make and publish their award in writing of and concerning the same as by the said award, reference being thereto had, will more fully and at large appear.

And whereas, the said three arbitrators did again take upon them the burden of the said reference, and did take up the consideration of all other claims in connection with the said contract, and all other matters in difference between the parties arising thereout to the extent mentioned in and as provided for by the Orders in Council dated respectively the 28th day of March, A.D. 1881, and the 2nd day of April, A.D. 1883, as mentioned and referred to in the said submission, and did examine all such witnesses as were produced before them by the said parties respectively, and weigh and consider the allegations, proofs and vouchers made and produced before them respecting the same.

And whereas, the said three arbitrators differed and were unable to agree in their award in respect to last mentioned matters in difference; but we the said Charles John Brydges and Alexander L. Light, two of the said arbitrators, have agreed upon this our award.

Now, we the said Charles John Brydges and Alexander L. Light, two of the said arbitrators, do make and publish this our award concerning the same as follows:—

We award and determine that there is due and payable by Her Majesty, to the said contractors, for and in respect of the claims and matters in difference between the parties so referred to us and not taken into consideration in our said former award, the sum of three hundred and ninety-five thousand six hundred dollars (\$395,600), which sum we direct shall be paid to the contractors forthwith.

We further award and determine that Her Majesty do bear Her own costs of the said reference and award, and that Her Majesty do forthwith pay to the contractors their costs of the said reference, from the date of our said former award and of this award, and that if in the meantime the contractors do pay the whole or any part of the costs of the award, Her Majesty shall forthwith repay the same to them.

In witness whereof, we hereto set our hands this 5th day of April, A.D., 1884.

Signed and published by the said arbitrators }
in presence of D. B. BOULTON. }

C. J. BRYDGES,
A. L. LIGHT.

COPIES

(31bb)

Of Letters from Messrs. Manning, McDonald & Co., of the 7th January and 24th February, 1881, respectively.

OTTAWA, 7th January, 1881.

SIR,—On the 10th of September last we received from the Resident Engineer in charge of the works being performed by us under our contract with the Government, for the construction of that portion of the Canadian Pacific Railway known as Section "B," a communication conveying the orders of the Engineer that, with the exception of three or four of the lakes on the line of the road (viz.: First, Trout and three of the fills on Long Lake) that instead of the lakes or bays being filled by borrowed rocks, as contemplated when the tenders were asked for and the contract

was awarded to us, that the line of railway is to be carried across these lakes and bays on bridges made on piles, and further ordering that the portions of the road which, according to the contract, were to have been made by embankments, are now to be constructed by trestle work. The making of embankments which, to us, means the dispensing, to use the terms mentioned in the schedule, of most of the "extra earth borrowing" and the substitution for that of timber work.

We commenced the work under our contract in the early part of the summer of 1879, but as the contract was awarded too late for us to get in our supplies in the winter of 1878 and 1879, we were unable to make much progress until the frost set in, in the month of November, of the latter year, since which we have pushed on the work with vigor, not merely in the actual performance of the building of the road but also in making preparations to complete the construction of it within the time limited by our contract, knowing, as we did, that time was of the essence of our contract and that it was required of us that our contract should be completed by the time therein limited. We have had to contend with difficulties of no ordinary character, and the facilities for getting our supplies, machinery, carts and men required for the successful prosecution of the work, and which we had a right to rely on under the terms of our contract, viz., the use of the road being constructed under Contract 15, which, although by the terms of the contract the Government were not bound to give access by on the 1st day of July, 1879, they were bound to do, to quote from the specification (No. 98) "sometime thereafter," which means, as we are advised, within a reasonable time thereafter, and which, even up to this time, is not yet fully completed, and it is only since September last that we were permitted in any way to avail ourselves of the use of that portion of the road.

Amongst other preparations made to enable us to complete our contract we have, at great cost, brought to the works no less than ninety derricks for the purpose of making the "line cuttings" and doing the "rock borrowing," not one-half of which would have been required for that portion of the rock cutting which is classed under the head of "line cuttings."

The result of the contract so far, is, that we have in reality performed in the work actually done on the road and in the preparation made to complete the contract, the most onerous portions of our job.

But much that we have done, for instance, in the making of roads and in the procuring and importing to the ground of operations the machinery required for the completion of our contract and in the necessary works has not, of course, been, and could not, of course, be certified for, and consequently has not been paid for, and the result is now that we are actually out of pocket in carrying on the works, over and above the amount received from the Government, the large sum of \$447,000.

We have thus briefly sketched our actual position when the orders of the Engineer, already referred to, reached us. By the change thus made, or ought to be made, in the character of the works, in the change from filling the lakes and bays with "rock borrowing" to constructing pile bridging, there is a difference in our contract as follows, as our Engineer calculates, viz.:—

	Yds.	
The rock-borrowing is reduced from an estimated quantity of.....	426,000	\$852,000 00
To an estimated quantity of.....	57,247	114,494 00
Making a money difference of.....		<u>\$737,506 00</u>
	Ft.	
While the pile driving is increased from	28,000	\$ 8,400 00
To.....	180,982	51,294 60
Being an increase in quantity and aggregate price of.....	152,982	\$ 45,893 60

By the change made in some portions of the road to be constructed by permanent trestle work, instead of by embankments, there is a difference as follows viz. :—

	Ft.	
The trestle work is increased from.....	363,300	\$ 97,437 00
To.....	698,661	152,278 00
	<hr/>	<hr/>
Being an increase in quantity and aggregate price of.....	335,361	\$ 56,841 00
	<hr/>	<hr/>
	Yds.	
The earth borrowing is reduced from an estimated quantity of.....	1,900,000	\$685,300 00
To.....	687,686	249,231 44
	<hr/>	<hr/>
Making a money difference of.....		\$436,068 56

The result, briefly, therefore, is this: that in our contract, which Mr. Fleming, then Chief Engineer, estimated would cost \$4,500,000, but which we agreed to perform for \$4,130,707, there is now, by what is called a change in the works, a reduction made on the two items above, of sums:

On rock borowing, of.....	\$ 737,506 00
On extra earth borrowing	436,068 56
	<hr/>
	\$1,173,574 56

Against which is to be set off a slight increase in the items of pile driving and trestle work.

Amounting on the former to.....	\$ 45,893 60
And on the latter to.....	56,841 00
	<hr/>
Making a total of.....	\$102,734 60

Such being the revolutionary change in the character of the work, it need not occasion surprise that we feel called upon to protest against it, and we do so for the reasons shortly stated below.

We assume that the Assistant Engineer proposes to make these to us vital changes under the provisions contained in the fifth paragraph of the contract. We desire at the outset to say, that we do not admit, but, on the contrary, we deny, that the changes have been made in the work, in pursuance of either the letter or spirit of the provisions in that part or in any other part of the contract contained, and in the observations we here make, we desire it to be distinctly understood that we do so without prejudice to our rights to object to the proposed alteration on this or any other ground that may be open to us.

But even if the changes proposed were in form, in accordance with the stipulations in the contract in that behalf, we have to say that we dispute the authority of the Chief Engineer or of the Minister to make changes of so radical and extraordinary a character which, in effect, degrades the road from that of a first-class roadway to one of a third or fourth rate character.

We respectfully invite your attention to the 99th paragraph or clause of the specifications respecting "rock borrowing," which is as follows: "In the forms of tenders will be found the item 'rock borrowing,' which comprises the material estimated to be required, in addition to that from lime cuttings, to form the parts of embankments through lakes and ponds. These will be carried about 3 feet above water level, which may vary from 10 feet to 50 feet under grade, according to circumstances.

Also to the 100th paragraph or clause respecting the "extra earth borrowing, which, for convenience, we also insert." Special attention is directed to the large

quantity of earth required, in addition to that from lime cuttings, and from local borrow pits, to complete the embankments, chiefly on the section between Eagle River and Keewatin, as shown approximately in the schedule of quantities. As it will not be possible to complete some of the embankments one by one from each borrow pit in the ordinary way within the specified time, temporary trestle or other staying will have to be generally used to carry construction trains forward. The rates for excavation in the tender must include all such temporary works, in accordance with the 31st clause of the specification. Special attention is directed to the profile of the line, where all known information is given respecting the character of material available for forming embankments. It will be observed that the localities so far discovered as likely to yield a considerable quantity are limited. Accordingly, if no other more convenient localities are found, the haul will be unusually long at the undermentioned places, and parties tendering may give special prices in their tenders for this work.

Haul 1 to 16 miles between the 241st and 273rd miles, approximate 1,265,009 cubic yards.

Haul 1 to 8 miles between the 273rd and 289th miles, approximate 385,000 cubic yards.

Haul 1 to 2 miles between the 293rd and 295th miles, approximate 250,000 cubic yards.

The attention of intending contractors is specially directed to this matter, as the maximum rate of haul, under all ordinary circumstances, is established by the 18th clause of the specification.

It is possible that material may be found as the work progresses between the above mentioned points, and thus reduce the quantity estimated for long haul.

These clauses were printed as an "addenda" to the ordinary specifications, as Nos. 19 and 20, and are specially referred to in the schedule of quantities carried out at the time tenders were invited under these numbers (*vide* schedule).

The profile, too, on being examined, will establish, beyond the reach of dispute, that the fills were to be made by rock borrowing, and the embankments to be constructed in the manner we have hereby pointed out.

Again, on the specifications under the head "timber structures," being paragraphs Nos. 33 to 42 (both inclusive), and more especially Nos. 40 and 41, being examined, it will become apparent that the pile driving called for by the contract was not for the lakes and bays, but for streams, and it is impossible to conceive that the engineer could have so far erred in the quantity of pile driving as the difference between 28,000 feet and 180,982 feet, nearly seven times as much, would demonstrate, if the change was not one not thought of long after the contract was made. Then see what is stated in paragraph 10 of the "memorandum for contractors."

The printed quantities in the forms of tenders are intended fully to embrace all the work specified and required to be executed under the contract. Allowances sufficiently liberal, it is believed, will be added to cover shrinkage of material, subsidence of embankment in soft ground and waste. These quantities may therefore be generally taken as maximum quantities. The contract will accordingly stipulate that while the work on completion may cost less than the total amount of the accepted tender, that amount must not be exceeded.

While, therefore, not disputing that the Chief Engineer, with your sanction, might make certain changes in the character of the works, we are advised that no such changes which completely alter the contract ever were or could, by any reasonable assumption, be presumed to have been intended by either the Government, when the contract was let, or by any contractors who tendered for it, as it most assuredly was not by us, either when tendering or when entering into the contract, and that, therefore, in the proper construction to be given to the contract, no such change is permissible as a matter of law. Even if the contrary were so, we submit, that dealing with the Government of a great country, we are entitled to rely on honorable, straightforward dealing, and that neither you, Sir, nor the other Ministers of the Crown would be willing to take advantage of the strained construc-

tion of a provision in the contract, never intended by either contracting party, which would, in effect, involve us in ruin.

It is no part of our province to offer our opinion as to the advisability of the proposed changes. The responsibility attendant on them belong to your Department, not to us. But we think we would be wanting in our duty to you did we not venture respectfully to say, as men possessed of some considerable experience as contractors, that the bridging on piles across the lakes and bays in the manner now proposed can never be successfully accomplished, and we are the more emboldened to present this view to you as our opinion is fortified by that of every engineer of practical experience with whom we have conversed on the subject.

To conclude, we may say: (1) That we claim the Government are in default in not giving us means of access by rail over Section No. 15, within a reasonable time after 1st July, 1879; that in that respect the contract is broken on the part of the Government and we are entitled to all the damages sustained thereby.

(2) That we are, subject to such claims for damages, ready and willing to go on with and complete the contract in the manner agreed, both as to rock borrowing and the making of embankments within the time limited in that behalf; and we have no doubt, having regard to the preparations we have made, of our ability to do so.

(3) We decline to assume the responsibility of building the structures now designed and handing them over as part of a complete roadbed, and in any event it would be out of our power to obtain the proper timbers therefor or to do such work at the prices provided for pile driving in the schedule.

(4) Should the Government, therefore, determine to adhere to these proposed changes, as we have no desire to have any difficulty with the administration, we would ask to be relieved from the contract and to be paid—

(a) For the work actually done.

(b) For the work and labor and means expended in making arrangements and preparations for the completion of the work according to our contract, which would include the making of roads and the erection of structures, and the making of preparations for doing a work of \$4,000,000, now suddenly cut down to that of \$2,500,000.

(c) And that our plant may be taken at a valuation.

We have the honor to remain, your obedient servants,

MANNING, McDONALD, McLAREN & CO.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 24th February, 1883.

SIR,—In accordance with your instructions, we have this day received the new plans for pile bridging and tressle work, to be erected on Section "B," Canadian Pacific Railway, for the crossing of several lakes and ponds, in lieu of rock borrowing and earth filling, as required by our contract, and in reply to your request that we should submit a price for doing this work, we beg to subjoin a schedule of prices for the several descriptions of work.

At the same time, we beg to say, that we would prefer to do this work by day work, on the terms mentioned in our contract, for the following reasons:—

1. The great difficulty in ascertaining now the probable cost, inasmuch as the material will have to be hauled for long distances over a rugged and unfavorable country, and we have to submit to such extravagant freight charges.

2. The uncertainty as to the rates of wages we shall have to pay this year, which will, we fear, be largely increased.

3. The great risk of defects and faults in structures and consequent necessity for alterations and renewals, arising from the difficult character of the work, the action of water or ice forcing the work out of position and the running of trains thereon, and other unforeseen casualties during construction, for all of which we cannot become responsible.

4. The shortness of the time allowed for the completion of the work, causing thereby greatly increased cost, which cannot now be reasonably estimated or foreseen.

In considering the prices we now submit, we respectfully ask your attention to these circumstances, and to the unfavorable character of the locality in which the work has to be done for obtaining materials and supplies, which renders any comparison with prices at which the work could be done elsewhere out of the question.

In submitting our present offer, we do so on the distinct understanding that the Government shall forthwith submit to arbitration all matters in difference between us and the Government, including the question as to the amount we shall receive as compensation for the changes, we claim, this alteration in the work will make, whereby the rock borrowing and earth work are done away with, and our contract sum reduced by about a million and a quarter of dollars after we have expended a very large sum in opening up the country, building roads, houses and boats, providing the steel, iron tools and plant required to do the work originally contracted for, the greater part of which will be thrown away, and we shall be deprived of the benefit of doing the original work at the contract price, by which alone we could recoup ourselves for our large previous outlay, made in anticipation of the whole work being done as contracted for under the original plans and specifications.

The arbitration we ask should be two arbitrators, one of whom shall be chosen by the Minister of Railways and Canals and one by us, and a third arbitrator to be chosen by the other two, or in accordance with the arbitration clauses of the Common Law Procedure Act of Ontario, which shall apply to the arbitration, and the award to be made without unnecessary delay and to be made without regard to or being affected by this new contract, if entered into.

In undertaking the new work we would respectfully stipulate that it shall be placed under the superintendence of a practical engineer, skilled in such work.

We make the present proposal on the understanding that the work shall be commenced forthwith and be completed within the time limited by our contract.

We have the honor to be, your obedient servants,
MANNING, McDONALD, McLAREN & CO.

Schedule of Prices.

Square timber, framed and measured in work, at, per thousand feet B. M.....	\$76 00
Square piles, as per plan exhibited, as per lineal foot in work	1 20
Round piles, as per plan exhibited, per lineal foot in the work	0 60
Wrought iron work per lb.....	0 12
Cast iron	0 09

MANNING, McDONALD, McLAREN & CO.

Ottawa, 24th February, 1881.