

*By Mr. Cleaver:*

Q. Have you considered giving the veteran a written undertaking in that regard so that he will know what he is entitled to?—A. I would be prepared to do that, I do not know that it is necessary.

Q. I think it would be highly advisable to do that. And now, in regard to these defects, dealing with the minor ones first; how do you determine what defects should be remedied and what defects were so minor that they were not worth troubling with; was the owner called in consultation?—A. Yes. The inspection of the houses was made by a competent practical carpenter, carpenter foreman or building inspector, accompanied by an administrative officer and in consultation with the veteran or his wife; to go over the house and list the items which appeared to them to require correction; and I believe that in a great majority of the cases that the list of items as agreed to was agreed to and approved by the veteran himself.

Q. You say that that practice has been followed right across Canada?—A. It is the general practice, according to my information.

Q. Members of your staff, your employees, would consult with the owner and generally make up a list of what was to be done and that is the list being used?—A. In quite a number of cases I believe they have gone considerably further than some of the veterans themselves expected.

Q. Well now, in regard to the serious defects and defects which in the opinion of the inspector were of a type on which the contractor should make good; what has been done in regard to them? Take a question where a beam was badly warped. Would you instal a new one?—A. I could not give you the details as to just what has been done. I would have to call in the construction people to advise you on that.

Q. Have these all been corrected?—A. Either corrected, or listed for correction.

Q. Has any record been kept from day to day of defects and the cost of repairing them which in the opinion of your staff should be corrected by the contractor?—A. Those were the instructions issued to our administrative officers throughout Canada; that they should endeavour very carefully to identify the items of defect which in their judgment or in the judgment of their construction superintendent reflected bad work on the part of the contractor as distinct from normal construction defects such as a crack in the corner of a wall or something of that kind.

Q. After all this work is completed and that list of repair work which you believe should be charged this contractor is also completed, what is the intention then; do you intend to refer to Justice?—A. My intention first is to discuss it with the contractor in question.

Q. And endeavour to effect a settlement?—A. Yes.

Q. Then in that settlement with the contractor what is your plan?—A. To refer the matter to Justice.

Q. And then, to come to my next point, it is this. I take it from the information already before the committee as a result of this inquiry that most of the veterans now are entirely satisfied with the suggestions that have been made as to the matter of defects and the steps you have taken to correct them. What about the service men who are still not going to carry out their bargain? What do you propose to do as to releasing them?—A. I think I can only answer that, Mr. Cleaver, by saying that I will have to proceed in accordance with the terms of the Act in the case of a veteran who has been granted occupancy to one of these homes based on a formal application in writing by himself accompanied by his down payment and acceptance of that application and granting him occupancy of the premises. I regard that as at least an executory contract. It has not been reduced to writing formally in the form of an agreement, but all the elements of a contract seem to exist.