

Contract No. 1—
Telegraph.

208. Is it the usual practice?—It is the usual practice, but it was not done in this case.

209. This was an exception to the usual practice?—It was.

In this case exceptional action taken.

210. Do you feel sure that there was no Order in Council about Sifton & Glass's contract?—I have not found one.

211. Please read the memorandum on the back of tender, Exhibit No. 5?—"This tender not being the lowest, a report to Council is required. John Waddle & Co. are the lowest, but section five has already been awarded to them, and it appears to have been determined already not to award two sections to one firm."

Memorandum of law clerk pointing out that Order in Council was necessary.

212. Who signs that?—Mr. Fissault.

213. What is his position in the Department?—He is our law clerk.

214. You see a lower memorandum on that tender?—Yes.

215. Please read it?—It is in French, and, translated into English, reads thus: "Procure the Order in Council which gives the work to Sifton, Glass & Co. for section one."

Another memo. in French directing that Order in Council should be produced.

216. Do you say you have no record of that order having been procured?—I have not found it.

217. What time generally elapses between the time fixed for receiving tenders for work in the Department and the opening of the tenders?—The time required to allow the mails to come in, so that any accidental delay of the trains may not interfere with the arrival of tenders; that might be one or two days.

One or two days usually allowed before opening tenders to give time for mails to come in.

218. That is the usual time allowed between the time fixed for receiving and opening tenders, one or two days?—Yes.

219. What was the time fixed in this case?—The time was from the 26th of July to the 7th of August—twelve days.

On this occasion 12 days elapsed.

220. Do you know why the time was extended in this case beyond the usual period?—I have no record of it.

221. Do you know?—I do not recollect it.

Does not recollect why time thus extended. Substance of offer by Sifton, Glass & Co.

222. Will you read from Sifton, Glass & Co.'s tender those words which make any offer to build, without relating the special conditions; I wish to ascertain whether his offer to build relates only to the line as a whole?—He says: "We, the undersigned, residents of the Province of Ontario, make the following proposal to the Government of the Dominion: We will do the whole of the work along the whole of the proposed line, including all the sections thereof, and comprising the finding of the material for and the erection of the telegraph line, the clearing of the roadway, the preparation of the pack trail and all other matters pointed out in the advertisement and information for parties proposing to tender."

223. Is there any other part of that offer which points to the building of that section one alone?—No.

No offer for Section 1 alone made by S., G. & Co.

224. Did it happen that persons offering to build the whole line specified the times at which they would finish particular sections of it in any case?—It did.