

While none of this can be treated as legal evidence against individual officers of the Department of Public Works, it must be conceded that an examination of the letters in question shows clearly that in addition to the knowledge which he previously had, Thomas McGreevy became possessed of information as to these tenders while they were being dealt with in the Department.

There are four letters containing statements on this subject. They are dated 5th, 7th, 8th and 17th of May respectively (pages 20, 21 and 604). The passages referring to the Cross-wall are printed here for convenience.

The letter of the 5th May contains the following:—

“The tenders for the Cross-wall only arrived here yesterday and are locked up until Monday, when he will commence his calculations. I will write you Tuesday, and let you know the result. Larkin was here yesterday. I told him that it would be useless to get Peters out of the way as it would be tantamount to giving the contract to the highest tender, that you would have to stick to Beaucage’s tender as it was fair.”

The letter of the 7th May contains the following:—

“I hope to let you know to-morrow about the result of the Cross-wall tenders. Have your arrangements right with Beaucage before result is known. I will give you timely notice.”

The letter of the 8th May contains the following:—

“I seen Boyd this morning. He has not finished Cross-wall yet. I will meet him this afternoon about it and know the result.”

The letter of the 17th May contains the following:—

“As I told you yesterday to try and get a good plan and as quick as possible, in answer to the letter that Gallagher and Beaucage will receive about their tenders, to bring them over Larkin, Connolly & Co., so that their tender will be the lowest. The contract will be awarded from Ottawa direct.”

This is the same day on which Mr. Perley wrote letters to Gallagher, Beaucage and Larkin, Connolly & Co., calling attention to the supposed errors in their tenders (pages 1076-1077), and it therefore appears that Thomas McGreevy became aware at that time of the fact that these letters were being sent.

The evidence of Thomas McGreevy (page 897) shows what is in itself not improbable, that he got this, as he appears to have got other information, from Mr. Boyd, resident engineer of the Quebec Harbour Works who was then engaged in Ottawa applying the quantities to the tenders and making the necessary calculations. Thomas McGreevy was in Ottawa at this time attending to his parliamentary duties. It was natural and seemingly proper that being an active member of the Board of Harbour Commissioners, who, as such, had already examined these very tenders at Quebec, and it not being known that he had any other interest in the work, he should be afforded whatever information he might ask for in this connection.

Unfortunately on account of Mr. Perley’s state of health, it was found impossible to take his evidence except upon comparatively few of the subjects of enquiry. His testimony, however, at page 150 bears, on this point. He says, “with reference to this statement of Mr. McGreevy (in the letter to Robert McGreevy, printed at page 24) ‘I have had a long interview with Perley on Harbour Works.’ I have no doubt that Mr. McGreevy had. Mr. McGreevy was a Commissioner of the Harbour at Quebec and I was his servant and therefore had a right to discuss with him anything connected with the Harbour Works at Quebec.”

So it appears that bearing in mind the relations of Messrs. Perley, Boyd and Thomas McGreevy to each other in connection with the Quebec Harbour Works at this time, all the information which Thomas McGreevy seems to have obtained might be given him by the other two without any breach of duty on their part.

These considerations lead to the conclusion that the charge that information in respect to the Cross-wall tenders was improperly given to Thomas McGreevy, is not made out.

The questions arising from the alleged improper use of this information by Thomas McGreevy do not concern this part of the enquiry, but must be dealt with by his Counsel.

As regards the other branch of this charge, namely, that by improper manipulations in the Department of Public Works, the contract was awarded