

Sir CHARLES TUPPER. I should say so—yes. I should say it is a capital charge.

Mr. BLAKE. It is a capital account to charge it to. It is almost a capital crime; but really I do not think it ought to be covered up here. The hon. gentleman is not ashamed of having his speech printed at the public expense, is he?

Sir CHARLES TUPPER. Not at all.

Mr. BLAKE. Why does he not come out like a man, and say what it is for?

Sir CHARLES TUPPER. Especially when it is done by the authority of the Committee on Public Accounts.

Mr. BLAKE. No, no.

Sir CHARLES TUPPER. Yes.

Mr. BLAKE. It is "land and other unsettled accounts." It is extra. Salaries and expenses of inspecting engineers, \$6,000; land and other unsettled accounts, \$2,000; and the hon. gentleman's speech—why, it is a vacuum; there is no heading under which you can put it in this \$9,000. I dare say that is quite appropriate; there was not anything in it.

Sir CHARLES TUPPER. It is an unsettled account.

Mr. BLAKE. No; that is \$2,000. It is the \$1,000 there is nothing for. Let us put in "and printing of Minister's speech." Does this include the French edition of the speech?

Sir CHARLES TUPPER. Yes; it covers all, I hope.

Mr. SOMERVILLE (Brant). Was this work done by Government contractors or by outside parties.

Sir CHARLES TUPPER. The English edition certainly was done by the Government contractors.

Mr. BLAKE. Is there any item in the Accounts for my speech on this subject?

Thomas Temple, for use of Patent Flanger \$300 00

Sir CHARLES TUPPER. I have no doubt there will be at a future date. Then we ask for \$300 to pay Thomas Temple for the use of the Temple & Miller Patent Flanger on the Canadian Pacific Railway, during the winter of 1880-81.

Mr. BLAKE. Who is this Tommy Temple, who is to get \$300?

Sir CHARLES TUPPER. Mr. Temple is a gentleman whose acquaintance you had the pleasure of making this winter, the member for York, N.B.

Sir RICHARD CARTWRIGHT. How came the services of this gentleman to be ignored by the Government until now? This is three years old, apparently.

Sir CHARLES TUPPER. This is a claim for the use of a patent flanger on the Canadian Pacific Railway during the winter of 1880-81. It was purchased by the Canadian Pacific Railway when we operated the road ourselves. The Chief Engineer states that this flanger was fitted on to two or three engines during the winter of 1880, and tried for a couple of months, and he recommends that Mr. Temple be paid \$300 for the use of it. It is an old claim, which was put in long ago, and this is the first time it has been brought forward. It was submitted to the Government before the hon. gentleman became a candidate for election.

Mr. BLAKE. What is the date of the Engineer's recommendation?

Sir CHARLES TUPPER. I will furnish that later on. The claim for payment has been in controversy for some time. It has been a long time before us.

Mr. BLAKE. It was tried on two or three engines, experimentally, I suppose, and found not to succeed. I hope

the hon gentleman will give a little more information about that.

Sir CHARLES TUPPER. I will give the date of the account being sent in, and what the claim was.

Mr. MILLS. Was this the whole amount of the election expenses?

Sir CHARLES TUPPER. I thought the hon. gentleman knew more of the character of such expenses than to ask such a question.

Sir RICHARD CARTWRIGHT. I would like to know whether this valuable flanger is used on the Intercolonial Railway, which is under the hon. gentleman's special care.

Sir CHARLES TUPPER. I will give a full statement.

Sir RICHARD CARTWRIGHT. Don't forget that particular. We want to know also what the Canadian Pacific Railway are doing with it now.

Claim of Smith & Ripley, Georgian Bay Branch \$83,000 00

Sir CHARLES TUPPER. The next item is \$83,000, to settle the claims of Messrs. Smith & Ripley for work on the Georgian Bay Branch. This is a claim somewhat of the category of the others to which we referred a short time ago. I had, perhaps, better read the Order in Council which contains all the facts: On a report, dated 3rd March, 1884, from the Minister of Railways and Canals, submitting that under date the 2nd of August, 1878, a contract was entered into with Messrs. Heney, Charlebois & Flood, for the construction of a portion of the Canadian Pacific Railway, namely, the Georgian Bay Branch, extending from a point near Nepissigon to the head of navigation on French River, the whole to be completed by the 1st of July, 1880. The Minister represents that under the authority of two Orders in Council, one dated the 25th July, and the other the 14th August, 1879, and for reasons therein given, the works comprised in this contract were stopped and taken out of the hands of Messrs. Heney, Charlebois & Flood, the contract itself being annulled; and that on the 5th August, Messrs. Smith & Ripley, who had previously identified themselves with the works, informed the Department, by letter, that they had purchased all the interests of the original contractors therein, and that they desired to be recognized as the successors of the original contractors, and with this letter they forwarded deeds of agreement, the last dated the 30th June, 1879, under which the contract had been transferred. The Minister observes that whatever arrangements had been arrived at between these parties and the original contractors, were effected without the consent of the Crown, and were entirely opposed to an express condition of the contract, whereby Messrs. Heney, Charlebois & Flood were prohibited from making assignment without such consent, and that Messrs. Smith & Ripley were accordingly on the 11th August, 1879, notified to the effect that the contract had been cancelled prior to the receipt of their letter, and further, that the assignment of the contract without consent was prohibited. That after the aforesaid cancellation of the contract, namely on the 24th of October, 1879, Messrs. Smith & Ripley procured from Messrs. Heney, Charlebois & Flood "for a valuable consideration" an assignment of all their rights and claims and moneys due, with claims for damages and loss of profits, &c., being constituted their lawful attorneys for the said purposes. The Minister further observes that upon the submission by Messrs. Smith & Ripley of certain claims in this connection, a petition of right was granted them and these claims were heard before the Court of Exchequer, the result being a decision in their favour as against the Government, the amount awarded them being \$171,040.77 with costs. Of this sum, \$100,000 was for prospective profits, and \$71,040.77 for expenditure directly in connection with the contract. That this