

After approval of the plans by the Governor in Council (6th April, 1883) tenders were called for by the Harbour Commissioners and were received and opened by them at Quebec on the 2nd of May, and were then transmitted to the Department of Public Works in Ottawa, where they arrived on Saturday the 4th of May. This is shown by Thomas McGreevy's letter to Robert, dated 5th May (page 20), in which he says: "The tenders for the Cross-wall only arrived here yesterday and are locked up until Monday."

Three of these tenders, namely, those of Gallagher, Beaucage and Larkin, Connolly & Co., were prepared by, and made in the interest of, that firm (evidence of Murphy, pages 39 and 40) and these tenders themselves contain strong evidence of their common origin, in the fact that a somewhat peculiar so-called error in respect of the price of sheet-piling is found in them all. Before they were examined in Ottawa, Thomas McGreevy was aware of the then relative values of these tenders when he wrote his letter of the 5th May, above referred to in which he says: "I told him (Larkin) 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 contract as it was fair."

On the 17th of May the Chief Engineer, having discovered these apparent errors as to prices of sheet-piling in all three tenders, wrote to the tenderers, calling attention to the same, and enquiring whether or not they had really made an error in this respect. See page 43, where the letter to Beaucage, whose tender contained a further so-called mistake as to pile-driving, is printed.

On the 19th of May replies are sent by Larkin, Connolly & Co., and John Gallagher, the former adhering to their tender as made, and the latter stating that his prices were 25 cents, 20 cents and 18 cents per foot, b.m., respectively, for the items in question (page 48).

In the meantime, however, Gallagher had, on the 16th of May, written to the Department, requesting, for certain reasons, to be allowed to withdraw his tender (page 88.)

Beaucage replied 21st May, correcting the error in his tender, so as to make it read \$19, \$17, \$15.75 and \$15 for sheet-piling per lineal foot in line of work (page 48.)

Between the date of the receipt of the tenders in Ottawa and the 17th of May, when Mr. Perley wrote Gallagher, Beaucage and Larkin, Connolly & Co., as above, he seems to have arrived at the value of each tender as actually made, with the result that they stood in the following order, beginning with the lowest and ending with the highest:—

Gallagher	\$552,255
Beaucage.....	593,463
Larkin, Connolly & Co.....	634,340
Peters & Moore.....	643,071
Samson & Samson.....	864,181

See Exhibit "X3" and report of the engineers appointed by the Committee (page 9 of report).

On the receipt of the replies from Gallagher, Beaucage and Larkin, Connolly & Co., the rates for sheet-piling were amended in the case of Beaucage, in compliance with his letter, and the position of the tenderers was accordingly changed as follows:—

Gallagher	\$552,255
Larkin, Connolly & Co.....	634,340
Beaucage.....	640,808
Peters & Moore.....	643,071
Samson & Samson.....	864,181

The result of which was that Gallagher having been allowed to withdraw his tender, the contract was awarded to Larkin, Connolly & Co.

As to the first branch of the charge under discussion, namely, that information was improperly given to Thomas McGreevy, it is based exclusively upon certain statements in his letters to his brother Robert in connection with portions of the testimony of Murphy and R. H. McGreevy as to conversations with Thomas McGreevy.