

than the architect had at first foreseen, it would be seen that Bourgoïn and Lamontagne had been informed that they could change their contract prices, while Martin had not been placed in so advantageous a position, although the latter's tender was the lowest by the amount of \$1,084. Bourgoïn and Lamontagne did change their rates, and they had received the contract.

Hon. Mr. MACKENZIE replied, that it being discovered that extra excavations would have to be made, a second provision was made in the tender to obtain the schedule of prices at which these extra depths, which were assumed, not positively known, might be taken. Bourgoïn and Lamontagne were the lowest tenderers for the superstructure, the main point, by nearly a thousand dollars; and provided that the outer work was taken at lower prices, they considered those persons were entitled to the contract. Bourgoïn and Lamontagne at first refused to accept the price mentioned, considering it was too low; and the next tender was that of Martin, with whom they communicated. Shortly afterwards, however, the former returned, and accepted the conditions which were in question. He knew nothing about either of the contracting parties; he made it his business never to know anything about people under these circumstances, and contracts were awarded on principles which admitted of no challenge.

Mr. MASSON remarked that Martin was telegraphed to come to Ottawa; when the latter arrived he was told by the Deputy of the Department that he had received the contract, which almost immediately was transferred to Bourgoïn and Lamontagne. He did not wish to touch on the political question, but he would observe that Martin had a reputation to maintain. They were aware that a kind of rivalry existed between these contractors, and he could not but think that Martin, under such peculiar circumstances had a right not only to demand, but to obtain an explanation of the reasons which had actuated the Government with reference to this matter. He asked whether the Administration had acted in a business like manner. Martin's tender was the lowest, but

despite this fact, Bourgoïn and Lamontagne had been placed in a more advantageous position, and to them the contract had been transferred. Should such action be taken with reference to contracts generally? He thought not. Martin had offered satisfactory security, and who knew but that if he (Martin) had received the same offer that had been extended to Bourgoïn and Lamontagne, he would not have lowered his rates for making the superstructure, and thereby a real saving for the country would certainly have been effected. He considered that the Government had taken an improper course. His hon. friend from Chateauguay remembered the question which came up last year, when a Sub-Committee was appointed by the Public Accounts' Committee to investigate the contract awarded for supplying with wood the Penitentiary of St. Vincent do Paul. A gentleman had tendered at a certain price, and had every expectation of securing the contract, but he was ultimately informed that a party who had tendered at a higher rate would obtain it on condition of lowering it, and this was certainly not just. It was a system which was consistent with the duty of a Government towards the tenderer that he should know that if he were the lowest tenderer he should have the contract, provided he could give sufficient security. In this case the gentleman was not only to give security, but to deposit the money required as a guarantee that he would carry out his contract. Mr. Martin's contract was proved to be \$1,000 less than the successful tenderers', who were political friends of the existing Administration.

Hon. Mr. MACKENZIE said he knew nothing about the Penitentiary contract the hon. gentleman had alluded to, further than it was let by one of the hon. gentleman's political friends. In this particular case he contended the contract was let to the lowest tenderer. It was exactly as he had stated it, and further explanation he did not feel himself called upon to give.

Mr. DESJARDINS pointed out that the architect had said that on the whole it was not only fair to assume, but it was a real fact, that by a correct