

ted me once or twice to look at the measure and I showed him; with regard to the deductions I had no enquiries at all.

Q.—Can you give me the dates Mr. Rattenbury was absent in this year from the building? A.—He was absent from time before the opening of the house, I think he left for England some time in January.

Q.—Had this work been completed? A.—The whole of the work had been completed and I understand all final certificates had been given.

Q.—As superintendent of the works, Baker & Jeeves, Mr. Drake submitted to you by any person?

A.—No; should have been in the regular way.

Q.—Did you know that such claims had been presented? A.—I did not.

Q.—Until when? A.—Until some time in June.

Q.—Some time in June; when did you know they had been paid? A.—I do not know. I claim had been presented to the chief commissioner of lands and works, I told me in his office and he told me he refused to certify it.

The Commissioner—Who said that? A.—The chief commissioner of lands and works. That was some time in June, only part of June.

Mr. Belyea—What was the amount of the contract, do you remember? A.—He told me they had made a claim, and he also said it was an iniquitous claim and he would not certify it or allow it to be paid.

Q.—Do you know whether they were paid? A.—Subsequently he told me they had been paid \$30,000, and I told him it was an iniquitous thing, and I told him to show an item for that had been executed.

The Commissioner—Has Mr. Martin been subpoenaed?

Mr. Belyea—No.

The Commissioner—His name has been brought into this with reference to conversations and it would be better to bring him in, would it not? A.—No, I do not.

Mr. Belyea—Q.—Were either of these claims submitted to you at all in any way? A.—No, at all.

Q.—Were you asked by anyone in connection with the department anything in reference to Drake's claim for plaster?

A.—No; you mean the claim after the final certificate?

Q.—Yes, A.—Oh, certainly not.

Q.—You had nothing whatever to do with the actual issue of certificates for payment, had you? A.—No, only up to a certain time, which I measured up to.

Q.—When you told me A.—Yes, some time after.

Q.—You spoke a moment ago of a receipt that you had made a claim in reference to Adams and Prevost, when was that? A.—I measured up till January 1st, I believe that is the date of the receipt, 1898.

Q.—That document was before whom? A.—Chief commissioner of lands and works, which shows clearly how the thing was to be done and was accepted, was appointed, ordered to give the items which shows clearly how the document was to be accepted and the document.

The Commissioner—What was that dispute about? A.—Adams and Prevost claimed a sum of \$20,000 or \$25,000, and appears a select committee of the house sat for a considerable time, and Adams had made certain allegations which he withdrew and offered to submit to my measurements.

Q.—It was a question of measurement, was it? A.—Showing the exact position of the building at that time and the amount due.

Mr. Belyea—And that was settled at that time? A.—Settled at that time up to that date.

Adjudged until 2:30 p.m.

When the court resumed Monday afternoon the first witness called was Mr. Francis Mawson Rattenbury, who was examined by Mr. Belyea. Witness testified as to his connection as architect with the construction of the Parliament buildings and details of the procedure followed in arriving at a settlement of the accounts with the contractors and stated that when the contracts were complete he issued final certificates.

Q.—You remember the Adams contract? A.—Yes.

Q.—That was the course pursued? A.—Yes, we issued certificates. They didn't at an account. There was no agreement, the original contractor submitted that part of it; the original contractor and the sub-contractor would insist on a separate account.

The Commissioner—Who were the sub-contractors? A.—McGregor, Jeeves and Baker.

Q.—Did the Chief Commissioner ever see his written report submitted to Adams and you as to the amount, he didn't recognize McGregor, Jeeves & Baker at all. He wrote to me that he didn't know them and didn't recognize them.

Q.—About what date? A.—About May, 1897.

Q.—As matter of fact were certificates issued to McGregor, Jeeves & Baker? A.—No, none to them. Not as contractors for masonry work. They did some work under the Adams contract.

Q.—The government dealt with the contract exclusively with the Adams estate? A.—Yes.

Q.—When the Adams contract was finally completed did you obtain a statement from the contractors? A.—No, I did not.

Q.—And made a report to the Chief Commissioner on the Adams contract? A.—The account was shown to witness, and counsel proceeded.

Q.—What was your decision? A.—That they were overpaid \$5,028.23.

Q.—That was how long after the contract was completed? A.—About a year later.

Q.—Were you requested to furnish a report by the government? A.—Not subsequent to this report. I was asked good many times to arrive at a settlement with the contractors.

Q.—And the reason you could not arrive at one was because they would not furnish their accounts? A.—Yes.

Q.—Had you any further connection with the Adams contract after that time? A.—No.

Q.—In your summary at the end of the report there are three items, \$5,028.23, \$5,510.32 and \$841.78, which is stated to have been paid by the gov-

ernment without certificate. What were they? A.—The \$5,028.23 was a loan to the contractor, as I understand it. I was instructed to gradually repay the money to the government as the work proceeded. The other two items were payments made by men who had furnished material to the contractor, and I was instructed to issue certificates for the money to pay this money to them.

The Commissioner—That was included in the settlement? A.—I think I wrote on the certificate that there was a sum due on the contract and it would be an extra.

Q.—An extra payment? A.—Over and above what was due on the contract.

The Commissioner—Was the witness aware of the endorsement he referred to as to his being an extra payment read?

Witness—This certificate is made out under instructions of the Chief Commissioner.

The Commissioner—Have you ever given a final certificate? A.—No, never.

Q.—You received instructions on July 1st, 1897, to pay these two amounts which I marked it so on the certificates. Had we not paid out these last two amounts there would have been about \$50,000 more due to them, but four hundred paid these amounts it put the contractor owing the government \$5,000 odd.

The Commissioner—Was that taking everything into consideration? A.—Yes.

Q.—What was the amount held back? A.—It varied. It started at \$25 per cent, and then we held back 10 per cent. Practically nothing was held back towards the end.

Q.—You say the last certificate was December, 1896? A.—December, 1896.

Q.—And no further sums were paid until these sums which you say were extras? A.—No.

Q.—And you paid these under special instructions from the Chief Commissioner? A.—Yes.

Q.—And the money was for material supplied the contractor which they had not paid for? A.—Yes.

Q.—When you made up that final report you before you any claims for extras pertaining to the contract? A.—Yes, I had the claims they made. I was looking at them unofficially. I took the information they gave.

Witness—Was questioned upon whether he had these claims before him when he made up the final account and whether he included therein all the sums he thought the contractors were entitled to, all of which he answered in the affirmative.

Mr. Belyea, continuing—Did you know anything of the payment which was made on February 1, 1898, under the Adams contract of \$30,000? A.—No, sir.

Q.—Was the claim submitted to you subsequent to the date you spoke of? A.—That specific \$30,000 was not.

Q.—Were you consulted by the Chief Commissioner or any adjustment of \$30,000? A.—No.

Q.—After you had nothing to do with the matter after July 1st, 1897, when you sent in your final report to the department? A.—I think not. I left three weeks after that report was made in and I don't think the matter was mentioned in the intervening three weeks.

Q.—Were you here on 1st February, 1897? A.—No.

Q.—Were you here in June or July last? Witness had some little difficulty in fixing the date, but ultimately said he went north in July; he was here in the early part of August, and he testified as to having had nothing to do with the matter after he sent in his final report, adding there were many informal discussions and it was difficult to say.

The Commissioner asked if any discussion took place as to the expediency of giving any sum to the witness said no. He had not been asked to consent to an adjustment of the claim by the payment of any sum. Further questioning resulted in a repetition of the evidence as to certifying the amounts over and above the sum due under the contract, to which he was instructed by the Chief Commissioner. The contract price was \$380,000. For extra filling within the contract there was \$50,248, and \$65,000 odd for deductions.

The Commissioner—What I want to get at, if it is possible, is how the difference between the contract price and the amount actually paid was made up, and amount for extras is the thing there to show it? The witness quoted the figures \$380,000 original contract, \$50,000 added, each item being mentioned, and \$65,000 odd for extras. Subsequently it developed that a system of cross entry had been employed and the commissioner returned to the subject later.

Q.—Was the contract completed before Adams died? A.—No, about one-third.

Q.—Was there any dispute between Adams and you as to the amount, he shouldn't be allowed? A.—Yes. There was, witness said, a claim made for \$120,000 and that amount was paid to him. All the Adams claims were abandoned before McGregor, Jeeves & Baker came on the work.

At the time of Adams's death there were no claims persisted in by him which witness had refused to acknowledge, and up to the time of his death there were no claims persisted in by his executors which witness refused to acknowledge. About three months before Adams died he presented some accounts which were given to him by the executors, somewhere about \$50,000 or \$60,000, and they were dropped. He issued no certificates to anyone except Adams or his executors except for some items as were purchased from other parties.

Asked as to why he never gave a final certificate, witness said he could never obtain a final account. When he put in his final account they had not received instructions from the chief commissioner to issue the two certificates referred to. Those certificates were so marked. He said the amount could not be earned under the contract and called attention to it on the certificate. The work had stopped and in speaking of it on the certificate as an "extra," he meant over and above the contract. He had many conversations with the minister and the minister quite understood the matter as well as himself.

Pressed as to why he did not give a final certificate witness repeated that he never obtained a final statement although Adams was a whole year dead. They claimed extra sums beyond what was owed them, and McGregor, Jeeves & Baker wanted to put in an account. It looked to him as if the \$30,000 had been paid them for \$10,000 they claimed, one of the items of which was for extra painting, \$5,547. The contractors would never go into the question of what work the \$30,000 was paid for. It was not possible for them to make any account of deductions. He could not say what work there was that the \$30,000 could be paid for and it was paid without his consent.

ask the witness if any appeal was taken from his decisions to the chief commissioner, there being a provision for such appeals to be made if necessary under the contract. Witness said appeals were being taken all the time, but no specific time. They were going to him all the time but they never sent any particular account. The two items covered by the certificates in question which he had marked as being extras over and

above the contract were all that was in dispute at the time he gave his last certificate. The chief commissioner asked for explanations and witness gave them regarding those two items and his (witness's) report was against allowing any portion of them. As far as he knew the chief commissioner had not arrived at a decision in regard to allowing them up to the time the witness left. As far as witness knew the chief commissioner had not expressed any opinion, favorable or otherwise, regarding the allowance of the two items, but witness repeated his own advice was against allowing either of them.

Mr. Belyea continued his examination and witness stated that the item of \$40,381.56 was before him at the time he made his final report and he dealt with it therein and he did not know of any matters for which they claimed any sum of money beyond what was included there except the two certificates given by him under instructions from the chief commissioner, the certificates for which as previously related had been so marked by witness. When he sent in his report he had no communication with McGregor, Jeeves & Baker or Adams's executors, but he thought they would get a copy of the report.

Turning to the Drake contract witness said he gave a final certificate for that about the time he went north in July, the work having been completed two or three months before. He adjusted matters with Mr. Keith on behalf of Mr. Drake and no claim was made for extras at that time beyond what was included in the account. No further claim was made by Mr. Drake expressed almost satisfied with the settlement had with Mr. Keith.

Q.—And that showed a balance of \$177,000? A.—Yes.

Q.—Have you seen that statement of extras made by Mr. Drake? A.—Not until a week ago.

Q.—You had not seen it at the time you gave your report? A.—No.

Q.—Had he any bill for extras? A.—No.

Looking at the account and answering the question whether he remembered the items having been discussed and settled witness said he had discussed the item of 62 squares of slate. Drake had the slate on his hands in consequence of it being decided to leave out some that had first been thought of and Drake thought it hard lines he should have it on his hands, but as it had not been used witness could not certify it, and he did not certify for it. Drake said if he referred the matter to the chief commissioner he would receive some compensation for the loss of the slate, and witness would agree to it. Witness replied it was none of his business and he would have nothing to do with it.

He thought the amount allowed for slate must have been only an allowance. It looked as though the amount was not for the value of the slate.

As to the third item, for tiling, witness said Drake had a very low price for the tiling and did more than they anticipated and for what they did add to the price, witness said it was a fair price, and this particular item was to have the contract price raised up to the price paid him. He did not remember that Drake claimed for it; he was satisfied so long as he got a fair price for what he did over the 1,928 yards first intended. They had a discussion about the claim for extra thickness of mortar. Drake claimed it was thicker than usual and witness did not allow the claim, as it was impossible to tell whether it was or not. Mr. Keith said witness that in some places the mortar was a great deal thicker, but in other places it would be thinner. It is not a usual claim, to make.

Witness was usually made one would have to guarantee the walls to be exactly plumb. So long as the walls were of the average kind the contractor took his chance. Witness thought the walls were of the average kind and in reply to a question by the commissioner said there was no reason why they were not. The joiners had to fit their woodwork to the plaster of Mr. Drake.

Witness further stated in reply to Mr. Belyea that he was in the way of consulting the government, but he was not as to the payment of this extra to Mr. Drake and did not know of it at the time. He was not asked by the chief commissioner nor by Mr. Turner to certify that item. He could not say whether the representatives of Adams were furnished with the detailed account, but he thought they would be.

As to the item of \$8,000 in the Adams contract, which was to be deducted from time to time as the work progressed, he showed where the deductions had been made.

The Commissioner—Did you show it in issuing certificates from time to time? A.—No.

The Commissioner—The contract price was \$380,000? A.—Yes.

Q.—In the deductions you have the sum of \$8,000? A.—Yes.

Q.—That was a deduction to be made from time to time as the work progressed? A.—No, it was simply that there were to have \$8,000 less than was shown in the drawings and specifications.

Q.—You took that work out? A.—Yes.

The cross entries were here shown to illustrate the system by which this was done.

As to the allowance of \$15,000 for bonds not being required, witness explained that Adams said he would have to pay that amount to get the bonds and the government decided that if they did not require bonds he could reduce his contract price that amount. The executors of Adams afterwards gave witness a letter in which they were allowed \$10,000 in addition to the \$380,000. The reduction for extension of time was due to the work being originally expected to be completed in March, 1895, and the time was extended to November, 1895.

Q.—And you dealt with these matters in your final report, did you? A.—Yes.

Q.—In reference to this claim of Mr. Drake's, is there any item to which he was fairly entitled to claim an allowance as an extra? A.—I should think there is only one question, that for having the slate left on his hands. He fix any amount? A.—Yes; that seems a reasonable amount, \$124.

Q.—Does the contract provide for compensation? A.—No, sir.

Q.—When you speak of it being reasonable? A.—I mean as a matter of judgment outside of the contract.

Mr. W. S. Gore was recalled by Mr. Belyea and asked if he remembered the date the final report of the architect was made? A.—Yes, it was made on January 3rd, 1898, and the witness could not remember apart from that. He did not know if copies had been furnished to the contractors, but he made several copies for the government.

Q.—Did you discuss the subject matter of this report with the contractors? A.—No.

Q.—Did they ever come to you? A.—No, not to my recollection. He had no dealings with the contractors relative to the report; it was not referred to him in any way. He was not approached by Drake or any representative of his and did not think he had any knowledge of any bill for extras being put in.

Q.—Do you recall the signing this certificate for the last payment? A.—Signing the voucher, do you mean?

Q.—Signing the voucher? A.—No, I do not remember. I remember that one of the proprietors, Lowell, Mass.

The Commissioner—Is the certificate here? The last one given by the architect? Witness thought it was, but subsequently it was proved not to be there.

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Q.—Did your department at any time in their dealings under this contract consider McGregor, Jeeves & Baker as contractors? A.—No, never.

We always considered that the Estate of Adams was the contractor.

Continuing, witness said Mr. Rattenbury's certificates were always made out to the Estate of Adams, the vouchers were to the Estate of Adams, and the money paid into the Bank of British Columbia according to instructions from Estate of Adams. He knew McGregor, Jeeves & Baker had a contract with the Bank of B. C. and he understood it was under that contract they did that work at the parliament buildings. As to how the Bank of B. C. was interested he supposed they had advanced money to Adams, and to secure it they had arranged with McGregor, Jeeves & Baker to complete it. This arrangement was subsequently made a claim of Adams's executors, but he thought some such arrangement had been made prior to that. Witness stated he was never consulted with regard to the extra payment of \$841.78. He knew of the claims made by various material men, that the government had some such claims, but he was never allowed and some disallowed.

Two lots for \$6,000 were allowed and paid over by consent of the estate of Adams to different parties. The voucher covering these sums was received by the Estate of Adams and bore the signature of the chief commissioner. The amount was to be paid to sundry persons as per schedule annexed. Witness did not remember the voucher.

Q.—Did you know at the time these vouchers were given that the money was not due to the contractors? A.—I can't say that I did. I had the architect's certificate with me on it, and no doubt I read it at the time.

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The Commissioner—It appears that in these contracts there is a provision to "appeal" to the chief commissioner from the architect's decision. If there were such a provision, would you know of it? A.—Probably I would.

Q.—As far as you know was any such appeal taken? A.—Yes, I know Adams during his lifetime frequently appealed to the chief commissioner and the government against decisions which had been made by Mr. Rattenbury.

Q.—As far as you know was any appeal taken in respect to this \$10,000 having been given to any portion of it? A.—I don't think so.

Q.—Oh, you don't think so. Have you any recollection of any appeal at all after the 3rd of January, 1898? A.—No, there was no appeal then.

Q.—Any appeal after Mr. Rattenbury's departure? A.—No.

Q.—After Mr. Rattenbury's death did you remember? An appeal under the contract? A.—I don't recollect one at the present time.

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