

ship in something like eighteen months subject to the clause which said: "Matters not under the control of the contractors excepted." The consequence is we are entitled under that clause to claim extras for any costs provided we were compelled to finish that ship during the war. Otherwise we could have let the ship stand over.

Q. Perhaps our minds are not running in the same channel. I think we should try to get together?—A. I think we can.

Q. I started out to ask you what contracts you had entered into for the construction of this ship before the outbreak of the war. You admit a very large proportion of the steel had been purchased?—A. Yes.

Q. Now you say you had signed a contract with the parent firm for the machinery before the war?—A. Yes.

Q. These two items were not affected by the war so far as we are concerned?—A. The cost of the machinery undoubtedly went up, but we have placed nothing in our cost accounts here for the very reason you see, that we had a firm contract, the contract price for the machinery at Barrow. But as Canadian Vickers and Vickers in Barrow are one and the same thing, you can reasonably expect them to come along to me very shortly and say: "We want another \$150,000 for the machinery."

Q. That is a matter between you and the parent company?—A. In accordance with the most recent legislation in England, it has been enacted in England within the last six months that in pre-war contracts the war costs are to be paid by the purchaser and the matters are to be adjudicated upon by the Government. It is held over there that the contractor should not be compelled to lose money because the war has been the cause of that pre-war contract being larger in cost of execution than when the contractor took the contract.

Q. That may be true. I am giving you all the latitude that anybody could ask?—A. You are giving me fair treatment.

Q. Don't you think you are putting this in a little too frequently? Now, try to get at the actual business. You can explain all you wish to?—A. I will wait. You go ahead.

Q. Had you made contracts for anything else other than the machinery and the steel?—A. No, sir, we had not.

Mr. BOYS: May I be permitted to ask a question?

Mr. CARVELL: Yes.

By Mr. Boys:

Q. Can you say whether or not, Mr. Miller, a contract formally entered into, as you put it, before the war, must be fulfilled after the commencement of the war at the price called for by the contract?

Mr. CARVELL: Just a moment. Don't answer that.

By Mr. Boys:

Q. In accordance with the legislation at present existing in Great Britain?—A. No, sir.

Mr. CARVELL: Don't answer that. You will have every opportunity in the world for giving explanations. I think I should like to raise the question, Mr. Chairman, as to the conduct of this examination. If one member is allowed to start in to take away entirely the conduct of the examination from the member who is trying to examine the witness, the whole thing, it seems to me, becomes a farce.

Mr. BOYS: If Mr. Carvell would himself follow out that very excellent notion he now advocates, I would entirely agree with him; but Mr. Carvell is too inclined to interject questions himself. Perhaps his idea is all right. If we all followed it I think it would be a good thing. But that practice has never prevailed since I have been a member of this committee.