THE VICTORIA WEEKLY COLONIST, FRIDAY FEBRUARY 22 1895

parties to the contractor anterior

G. Vernon, C. C. L. and Works.

Q And what instructions did you get

Q. With whom? A. Mr. Gore or some-

Q. But at the time? A. Yes, there was

Q. There was no writing between you and

It was then (continued Mr. Davie) that

"You will proceed without delay

In this, as would be noted, the word

which will be incurred," and the order is

rected to bring down the stone.

Q. Did they instruct you to do

You agreed with the government to

Q.

Yes, of course.

Q. Where is it?

late of this agreement.

"In witness

PROVINCIAL LEGISLATURE. First Session of the Seventh Parliament.

FIFTY FOURTH DAY.

THURSDAY, February 14, 1895. The Speaker took the chair at 2 p.m. Prayers by Rev. Dr. Campbell.

PARLIAMENT BUILDINGS CONTRACT. HON. MR. DAVIE moved : "That the second report of the select committee ap amount, considering that he had an pointed to inquire into matters relating to ample price for his work, no pressure of any the parliament buildings contracts be re-ferred back to the committee, to take evi-purpose. As to the \$15,000 Adams had dence and for further consideration and report." The mover said he proposed to show this sum, for bonds. The securations against the government In respect to all these trades except the T. Lubbe, Esq, Victoria, BC,mason's work the government held as se-curity : 1st, a marked oneck for 2 per cent. or the architect contained in or ,to be in-

ferred from the report are not well founded. but that the report as said before is based of the amount of the contracts : 2ad, bonds upon an entire mistake. ME WILLIAMS, rising to a point of order, amounts; 3rd, 25 per cent. of the value of held that the Attorney General had no right all work executed is retained as security until MR WILLIAMS, rising to a point of order.

to discuss that report until the evidence pre- completion ; 4th, such plant and ma sented with it is printed. He submitted that terial as was on the word of that hon. gentleman is not bet- In respect to the mason's work, bearing in ter than the sworn testimony taken before | mind the large size of this contract, it was arranged to accept as security : 1st, a

MR HELMCKEN would like to know why marked cheque for 2 per cent, or \$7 600; the Attorney General proposed to discuss 2nd, to retain 25 per cent. of the value o before laying the printed evi-all work executed; 3rd, the plant and the house. While perfectly material on the ground. This security this matter dence before the house. While perfectly true that he modified the statements after wards, the Attorney General certainly tract executed, when any trouble arose, the spoke about perjury and forgery having government would hold as security for the taken place, and it would be impossible to completion of the remainder : 1st, a cheque follow his argument, or to determine for 2 per cent., or \$7 600; 2ad, 25 per cent. whether such charges were justifiable, in the on \$180,000, or \$45,000; 3rd, the plant, say absence of the evidence. \$5,000; or a total of \$57,600. It was

MAJOR MUTTER as a member of the house therefore not thought necessary to exact had to state, and he obj:cted to be kept be-hind the scenes for any committee. He did would cost the contractor \$15,000, and as not think the whole house should be kept he would reduce his tender by that amount, waiting while the evidence was being print-

" for the information of the hon. member." THE SPEAKEE ruled that the Attorney. to the completion of the mason's contract, General was quite in order, in moving to re but the government are still fairly secured, for back the report, in showing why he holding the cheque for 2 per cent. or \$7,600,

wished that action taken. HON. MR. DAVIE then rose to continue his far in respect to bondsmen \$5,286, thus loss to him through a possible change in the interrupted remarks, and first of all again showing an actual security of about \$17 400, ownership of the quarry. The contractor pointed out that the person who first object. instead of the trifle of \$26 33 set out in the wanted \$20,000 cash security, or a joint and to printing the evidence was the senior committee's report, which also is misleading by several bond, whereas the company were member for Vancouver. As to the remarks stating that : " The plant of the contractor, quite sure he had not used the word perjury, for he was not aware whether debut debu

for he was not aware whether debtedness to the said bank," while it should department, he (Mr. Davie) advised, first the evidence was given under oath, have been added that such mortgage must to ascertain-without question-that there but as to the forgery, he thought before he be subject to the government lien, insemuch was sufficient stone at the quarry to comsat down he would show the use of that as the plant as soon as it is brought upon word to have been justifiable. He would the ground becomes the property of the govask the house to glance at the report fcom ernment until the completion of the works the committee. It says, in effect, that the according to the contract. In further addigovernment have sacrificed the security tion to the above there are upon the works a which should have been taken; that in or- set of vault doors valued at \$2,100 in reder to obtain a cheapening of the work they spect of which the architect refused to make have made changes disastrous not only to the any allowance to the contractor, because he stability of the structure but injurious to the refused to house them properly and until a country, to the contractors and workmen few days ago left them exposed where they and all concerned; that they have commit. were liable to damage from and had

ted themselves to extras to the contractors been damaged by rust. There is to an untold and uncertain amount, not also separate security held in respect of the only by changing the stone from one cost | heating contract, which amounts to \$20,000 ing 50 cents to one costing 58 cents, but in but was included in the total of \$380,000 various other particulars, "ordering extras Altogether, therefore, the government holds without, in many cases, fixing prices, and security to the extention more than \$20,000in other ways allowing the contractor very which he considered quite a satisfactory inadequate prices." It is true that in reasonant, taking everything into consideragard to this ordering extras without fixing tion. The change of stone from Koksilah to

ces the report says this is disputed by Mr. Rattenbury. But the general tendency is to show that the government, by supine-mess and stupidity, have involved the af-Haddington Island he would next take up. With respect to this the report says : "It is impossible for your committee to fairs in confusion and disaster, and that arrive at any conclusions as to the amount they are or may be utterly in the power of already allowed for extras, or what is likely the contractor for the mason work. This to be required therefor. The evidence of the

extra allowance of time, \$3,000. He explained this point thoroughly in order to remove any idea that the contractors were cut down in price, or that necessary work out down in price, or that necessary work was omitted from the contracts, in order to therefore govern yourself accordingly. (Sd) F. G. VERNON, bring the price of the contracts, within the estimated cost. The \$10,000 absolute re-Chief Commissioner of L. & W. duction from Mr. Adams' contract price of \$390,000, making it then \$380,000, was the

There is further correspondence beween the contractor and Mr. Lubbe, in the only absolute reduction made-and Mr. Adams willingly reduced his tender by this course of which the latter blames the con tractor for the faults found in the stone. stating that it was because of the mid-winter quarrying that it split. Mr. Adams, how-ever, insisted on distinctly refusing to use hat stone, writing as follows : stated himself that he would have to pay

VICTORIA, Feb. 27, 1894.

DEAR SIR: - (Re Koksilah stone.) On the 24th inst. I notified your company through you that the stone which had been delivered upon the site of the new parliament build. men to the amount of 20 per cent. on those the ground. unworkmanlike, etc.," and under these cir-cumstances I must herewith notify you that I cannot accept, and am in no way responsible for, the defective stone on the Haddington company failed to deliver stone, ground, and that I shall be compelled not did you inform the government of that fact ? nly to refuse Koksilah stone to be brought A. Yes. on the ground but to substitute in its place from them ?

Haddington Island stone. (Signed,) FREDK ADAMS. This correspondence, Hon, Mr. Davie down myself.

thought, makes the case with respect to the stone so clear that he need not further of dwell upon it. The Koksilah stone was dispensed with, and the Haddington Island bring down the stone yourself ? A. Yes. consequently by omitting the bondsmen the province would save the \$15,000. Various building on the distinct understanding that MR. COTTON reviewed the circumstances causes, however, combined to reduce the there was to be no extra charge against the Q Nothing was said to you about the extra cost? A. Well, after a time. security held by the government in respect government. Now to continue, with regard to the Haddington Island stone specified to be used in the front and a certain amount said about it, but I said I greater part of the building, Mr. Adams would try and bring it down. plant valued at \$4 500, and having saved so wished to secure bonds to provide against the government in regard to that? A. Yes. Mr. Adams produced the false document only willing or in a position to offer ten bondsmen of \$2,000 each. The difficulty hav. which at pages 36 and 37 of the evidence is ing been referred to the Attorney General's thus set out : bringing the stone from the quarries of the plete building; and having been assured have been furnished satisfactory to the C. on this point, there being, in the contractor's C. of L. and W., and the government are produced the written order as follows: own words, " enough stope there to build prepared to relieve you from any extra cost in the price of the stone, which will be inthe entire city of London," he advised that curred by reason of the failure of the quarry the government take a lien on the quarry itself. which would relieve Mr. Adams from all company to fulfil their agreement in this reresponsibility in case the company failed to spec deliver the stone. This was done, the lien being taken and the government thoroughly "ordering" is altered to "bringing," and the phrase "which may be incurred" to secured, Mr. Adams then being notified follows :--

VICTOBIA, B. C., Jan. 31st, 1894.

Contract orders to Mr. Fred. Adams ; Kindly proceed without delay in ordering count for Adams' evidence as above given, the stone from the quarries of the Haddington Island Stone Co. Bonds have been furnished satisfactory to the Chief Commis-sioner of Lands and Works, and the gov ernment are prepared to relieve you from any extra cost in the price of the stone, which may be incurred by reason of the failure of the quarry company to fulfil their agree-

ment in this respect.

(Signed) F. G. VERNON, C.C. of L. & W. F. M. RATTENBURY, Architect. There was at this time no question what. There was at this time no question what. doubt for the contractor, but it is to be re-gretted that the committee did not go fur-ther into this matter, for by a little further how matters stood and so have reported of the Haddington stone (see pages 24 and dated the 31st day of January, 1894 (see page 37 of evidence), directed the said Contractor Adams to proceed to bring the stone from the Haddington island quarry, underto pay a royalty of five cents per foot for all that should be quarried. This was a satisfactory arrangement for all parties, including the quarry company as well. They were in arrears with their wages to workmen to the extent of \$2 500 90, and the government were enabled to and did pay this sum, having the 5c per foot out of which to recoup themselves, and this has already amounted to some \$1 200 This are in the stone. Therefore when the guarry company failed in June the government promptly stepped in and Mr. Adams was only too glad to make the arrangement men-tioned. MR. WILLIAMS-Where did you get the order with which you compared that printed by the committee ?



ME HELMCKEN-Was the \$2,509 90 paid no proof of the claims he urged, and the ends. The plan was completely successful you that the stone which had been derivered upon the size of the new parliament build-ings did not in any way comply with the conditions as set out in the specifications, and, further, that I could not venture to proceed with the buildings, etc. To-day I m actified by the Chief Comprissioner of a notified by the Chief Comrissioner of this transaction was made to appear to the ecutive, who came to the conclusion that the whole work might have been in danger Lands and Works "that the government of this transaction was made to appear to the course, who came to the conclusion that the whole work might have been in danger of for each trade, a lower estimate was obreterence to the dates at all, this reason was given by Mr. Adams in his evidence before the committee: O (by Mr. Williame)-Now when the refer to one, that being respecting the sub-stitution of coursed ashlar for random ashlar paragraph in the report of the committee: in the walling. This was shewn to have been, "Mr. Drake has done extrag to the done at Adams' request and to effect a amount of about \$4 000 " This amount, he cheapening to him. According to the bills stated, is incorrect, and while there is no of quantities the work he omitted-that is, proof of such extras, and can be none until random ashlar in Koksilah stone-is the work under this contract is measured, as dearer than the work he substinearly as can be at present ascertained untuted, namely, coursed aeblar in Had- der \$1,000 will cover any additional work dington Island stone. No written order was executed under this contract. The report, given at the time, but orders for a whole lot he thought he had conclusively shown, is given afterwards at one time, and not dis- based upon evidence not cross examined upputed by Adams but acknowledged to be on, and is incorrect in many essential parcorrect. ticulars. He would not say how the mistakes MB. WILLIAMS -I would like to ask if it had occurred. Possibly Mr. Adams himself is the intention to give Mr. Adams a chance had been deceived by the false copy of the to answer. order produced to the committee, for the HON MR. DAVIE-Certainly; before the strange coincidence occurred that while it is committee. now admitted to be false the sworn evidence ME WILLIAMS-You know very well the given by the contractor bears out the miscommittee won't meet; you will prorogue take in a way which seems very hard to exto morrow. plain if the error was that of the ME. HELMCKEN-Do you know that Mr. stenographer in copying the docu-dams is at the quarry now ? Adams is at the quarry now ? HON. MR DAVIE said he had heard so gone a little further no doubt they but he did not know when Mr. Adams went. would have come to a very different conclu-He made a claim before the executive sion. If there were any members of the council with respect to this matter of the house yet unconvinced of the nature of the He made a claim before the executive Haddington Island Stone Company. Bonds substitution of one kind of stone for the report, he felt that when they perused the other, but in answer to it Mr Rattenbury documents he had presented, and had a report upon them, they would agree that he was quite justified in moving as he now did "NEW PARLIAMENT BUILDINGS. " CONTRACTOR'S ORDERS - NO 20. that the report be referred back for further nsideration. "November 26, 1894. CAPT IEVING complained that some of the contractors upon whose bonds he had gone should be compelled to keep to their "This is to certify that the change of contracts when others are not. He thought it a shame that these buildings have not been put up by British Columbians. MR WILLIAMS as chairman of the com-

mittee wished to apply to some of the re-marks of the Attorney General. He denied that the report is a reflection upon the (Signed) "F. M. RATTENBURY. which is consistent only with his being diarchitect, at whose instance he believed the " Architect This order, No. 20, was acknowledged by Attorney-General has taken this matter up. Mr. Adams in the following letter : VICTOBIA, November 29 1894.

It was simply on the architect's account that he (Mr. Williams) did not want the evidence printed. He complained that the Attorney-General had based his remarks To F. M. hattenbury, Lsq , Architect: DEAR SIR: -- In answer to yours of the 26 h inst., I find it impossible for me to let you have a statement of day's works, as my here a statement to make a statement of the the opportunity to read, and if the the opportunity to read, and if the until next month

ed, the inqui mder way by now. ME SEMLIN thou investigate the very n the Attorney Ge HON. MR. MARTI few words while discussion respection him in the Times to point out to the i tracts were let befo state that since that hest to have them the least possible e He read from the allegation that, "If has been slandered mittee's report," an is nothing whateve tarily excuerated and form. Respect that he had far official found to be tract because he wa to state that they h since they were b that it is absolutely account he had atte party in any way. ne considered not grosely insulting, an act of his during the been a member of th the writer of the art "Taxpayer," but name, to be noth coward. MR HELMCKEN torney General upo manner in which facts in his p house, for he consid able for unnecessary any debate. He h more because of the gentleman the othe o false swearing an and in view of those to see the matter sif He thought, howev General has not brou He did not think a be a satisfactory wa matter. Neither di government. He co to that of Mr. Willi missioner has done attack made upon h warrantable. He a tect has produced a buildings, but he is to blame in not spirit as well as the for instance in the which were to have but came in as shown singly as they were any use in the motio tractor, who it is need ent when the comn out of town. Hon. Col. BAKER had been stated mad the matter ought not the committee or to the misleading repo have been occasio ing a document put i HON. MR. DAVIE have been impossible could have been befo stated, because the e is directly in confl c tion, as it is based up which it it is now a made in copying house that while the Vancouver positivel committee, the oth was first mentioned of his recollection it before them. DR WALKEM architect should be he appears to have his whole duty. MR. HUNTER be gether too frivolous. attention of the ho blame the Attorney it to be his duty to fore the house proche always does. gentleman had acte tion given to him much as on the 12th was relieved of all letter in question w January, it does n whether it was corr as the public intere public will be suffic the facts, if they a partial manner in the house to-day. ish to keep the seas longer to get a

'To Mr. F. Adams: walling from random ashlar as specified, was allowed at your request to be changed to coursed ashlar wallstones. No extra charge put in as if given in June, whereas it was to the government to be made by you for really given on the 31st of January-five this alteration, which is made entirely on months before. How can anyone then ac. your own behalf.

MB. WILLIAMS-That cuts no figure at HON. MB. DAVIE said he felt confident ther hon. gentlemen will consider that it cuts a most important figure. It was upon this changed document that the committee reported that the contractor was ordered to bring down the stone thus : "Messrs, A W.

committee came to a wrong conclusion he so I hope you will let this matter lay over held that the government themselves were The ten orders I received from you on the scribed as a forgery is only a copy of to blame. He stated that the document de

how matters stood and so have reported of the Haddington stone (see pages 24 and definitely to the house, instead of leaving 35 of the evidence). The architect claims matters in astate of suspense and uncertainty. the deductions in work and materials will matters in a state of suspense and uncertainty. Not to take too long, he would omit much offset the extras, and that substitution of of the detail which he had at first intended stone will not entail any additional or any to lay before the house, and state the facts extra cost to the contractor, and thus the as briefly as possible. For a clear understanding of this matter

would be necessary for him to allude : the suggestion of most of Mr. Adams' 1. To the arrangement of the contracts, showing the methods adopted to obtain benders within reach of provincial contractclaims. The fact is, however, that the change was brought about by Mr. Adams bimself, as he would show. The architect, ors and the satisfactory results.

2 To the contracts as accepted, showing the difference by way of reduction between the original tenders and the contracts, and why this decrease is neither a reduction in the contractors' price nor an omission of work necessary for the building. 3 To the security held by the government writing, as follows :

for the completion of the works within contract price and particularly the security now held by government upon the mason's contract, together with the reason for the omission of bondsmen upon the mason's contract. 4 To the selection of stone, and why

there does not exist, nor can there be, any claim for extras by the contractor upon this head.

5. To other alleged extras, showing that none exist, and that the so called extras, so far, have not been an addition to the price of the buildings, but merely changes of an nimportant character counter-balanced by deductions. He could not help thinking that the ob-

ject of this investigation and the effort of one party, at least was to make one party, at least, was to make an attack upon the architect which. if successful, would have involved his dis-

missal, and put an end to the form of General whether or not there is a petition security thus held by removing the check of right against the government by the npon the contractors. The architect had no Kuksiah quarry company in respect to this opportunity of being heard after himself aring the statements made to his preindice. for when he appeared before the comnot the peti ion r is entitled to succeed, the mittee he was told that he was too late as the report had to be immediately handed in As the matter of principal concern here, he would first take up theques ton of Mr. Adams' contract, awarded at \$380 000; and show why and how his tender was reduced from \$454 000 to \$380 000. He read this statenent of the several contracts :

Mason work-F. Adams	\$454.508 31	\$3 (0 000	extra expense thereby
Joiners'-Bishop & Sher-			answer sent to him : -
borne	67.826.22	65.257	
Plasterer's-R Drake	73 918, 0		VICTOR
Coppersmith's-Perty	18, 50 45	17,009	Frederick Adams, Contr
Plumb r's-Flett	14,932.87	13,245	SIB :- (New Parliame
Ironfounder's - Albion			
Iron Works	27 121 62	92 200	ferring to pour letter of

Jonese-Bishop & Shar and wer sent to him :-Torne difference between the contractor's prices of the specification in the contractor's prices of the specification in the contractor's prices of the specification in the contractor's prices of the specification to the bad quality of the kore same and y response to the specification to the bad quality of material and the specification to the bad quality of material servers the specification to the fact that y on a steallable of parts which was the boorts of the specification to the fact that y on a steallable of parts which was the boorts of the specification to the bad quality of material more than the specification to the bad quality of material to a spectral diagness. This is, is short, some work was in the specification to the fact that y on a steallable of parts which y are specification to the fact that y on a steallable of parts which y and the specification to the bad quality of material more plets the building. Certain item specification to the fact that y on a steallable of parts which y and the specification to the fact that y on a steallable of the specification to the fact that y on a steallable of the specification to the bad quality of material more plets the subliding of the specification to the specification the specification to onthe specification to the specification to the specification to the specification to the specification to onthe specification to the specification to the specification to the specification to onthe specification to the specification to the specification to the specifica

Original Accepted

would be a delightful consummation no architect and contractor Adams is very conthis arrangement until the 12th of June, 1894, when the quarry company failed, and the government then availed themselves of their lien and took possession of the quarry. Mr. Adams, being perf. obly satisfied, agreed to himself quarry the stone, and, moreover, to pay a royalty of five cents per foot for all that should be quarried. This two parties are widely at variance." Upon this matter (Mr. Davie said) hinges 90, and the government were enabled to and Mr. Rattenbury, selected Haddington Is-land stone to be used for the greater portion of which to recoup themselves, and this has already amounted to some \$1,200. This arof the building, and Kokailah stone for the back elevations. But Mr. Adams refused to accept any responsibility for the work if the government used the Koksilah stone, in rangement, of course, put an end to the overnment's guarantee of January 31, which was only to guarantee the contracto evidence of which there is his own hand VICTORIA, Feb. 22, 1894. F. M. Rattenbury, ksq, Victoria, B C.

It appears to me therefore that it bec

any responsibility under this clause.

from any claim of the government because of default of the Haddington company. But now the contractor had himself assumed the position of the Haddington Island Quarry Co.—the guarantee was an end, and was expressly stated to be DEAR SIR. - I beg to call your attention to the Koksilah stone which has been delivered upon the ground. It will not in any way comply with the following clause in the specification. under the following agreement : "Memorandum of agreement made and entered into this twelfth day of June, A.D.

" The stone to be used must be free from 1894, between Frederick Adams, of the city all vents, shakes, face bruises, mineral and vegetable stains, and all and every defect calculated to deteriorate the appearance of the building or injure its stability." of Victoria, contractor, (hereinafter called the "Contractor") of the first part, and necessary to notify you that I cannot assume

(Sgd) FREDERICK ADAMS. MR WILLIAMS-We omitted to state apything about that matter because it is at Dresent in litigation. ME HELMCKEN-May I ask the Attorney the parties of the third part undertook to he supply to said contractor all the Hadding in ton Island stone to be used in said buildings; the very change. Hon ME DAVIE replied that a petition should supply all stone to the contractor according to the contract in that behalf; and whereas the parties of the third part have MB HELMOKEN - Was I present at all of right has been allowed, but whether or change was certainly brought about by Mr. Adams himself, and to have stated so would not in any way prejudice the suit. He said nothing against the stone—the Koksilah article might have been better or worse -but he did say that the contractor asked for the change, and got it upon the dis-tinct stipulation that there was to be no paying the royalty and observing the coven. expense thereby, and this was the

HON. ME DAVIE-I got the original from Mr. Spittlehouse this morning, and had a notarial copy made of it, which I have here (and which he read—certified by A. Campbell Reddie).

MR. HELMCKEN-Who was responsible for that copy you say was given to the com-Mittee. Hon. MB. DAVIE said all he knew was the Honorable Forbes George Vernon, Chief Commissioner of Lands and Works (hereinafter called the "Minister") of the set out in their proceedings; and upon this

he found the committee proceeding in the absence of any member of the government and of the architect. and whereas the minister gave an under-taking that the parties of the third part vestigate this business, at all of which Mr. Adams was present, but he never even sug-

contractor shall himself work the quarry with the contractor he was quite as anxions as any member could be to have the busness ants hereinafter contained and otherwise as sifted to the bottom. That was the only purpose of his questions

HON. ME. DAVIE said he accepted the

to substitute any part of it in prefer-ence to the kind included in the specifica-tions. That is, in short, some work was in-ended twice over. On receipt of the work wich is consider, and for any damage which may happen to any portion of the works and for any damage which may cause whatseever, and for other lisbill-ties in mosel so othis do, that was the made up; An absolute deduction of \$20,000; and a deduction for an strok out, so data will permit you to substitute the third part in their present the third part in their present thore the parties of \$15,000; and a deduction for an strok out, so data will permit you to substitute the third part in their present third part in their present thore of the parties of \$15,000; and a deduction for an

26th inst. are alright.

26th inst. are airight. The above orders are numbered 20, 21, 22, 23, 24, 25, 26, 27, 28 30 FREDERICK ADAMS. FREDERICK ADAMS. original which was produced before the committee and that the mistake was made in copying it into evidence, but admitted that he had used this incorrect copy instead original which was produced When Mr. Adams saw that letter he said, of the original when he drew up the report Well, I didn't mean that the orders were of the committee. He claimed that as by all right ; I meant that I received them all the agreement of the 12th of June Mr all right; I meant that I received them all the agreement of the 12th of June Mr. right." (Laughter) This kind of equivo oation will be quite easily recognized as subterfuge. One by one his claims were to that date, if he sustains any disallowed, though the government had gone into the matter with the full deter-mination to make allowances if they justly copy in drawing up the report, he denied could, though at the same time desirous of that the mistake had influenced the report upholding the architect if they found him in any way. He argued to show that the right. The architect has done his work report is really an exoneration of the archihonestly and well, and the government can-tect. He admitted that the report did not state the security quite fairly, in omitting intended earlier in his remarks to refer to the careful manner in which the arrange-marked cheque for \$7,600 sent in with the ments for these contracts were made, in the bender. He thought it questionable whether ments for these contracts were made, in the best interests of the province, to keep them from going to outside persons. All the con-tractors who have seen them have spoken in praise of the specifications, which were such that the tenderers could most easily "the Bank is going to get there every time." He also thought that the the converse that the cenderers could most easily "use bank is going to get there every sime." figure up the cost of the work. The usual way in this country of obtaining tenders is to merely allow contractors access to the plans and to provide them with a specification which describes the several but he did object to the Attorney-General

spectrals. The contractors have to form having been allowed to make his statement the best idea they can from them, in the of the facts so that they may be presented necessarily short time at their disposal, of to the country. He felt sure, however, that the amount of material and labor requisite. the presence of the Attorney General and This is always more or less imperfect, and so, to protect themselves, the contractors must add on a further sum for contingencies in the committee. HON. MR DAVIE-It is not much use to

have you on the committee, (Laughter.) MAJOR MUTTER did not see what good referring this matter to committee would ac. complish as he considered it has been made a political affair all through by the opposider and that is, that a tender is merely a tion who simply want to fasten some charge lump sum and gives no idea of the cost of upon the government which they will not lump sum and gives no idea of the coas of apon the government directly prefer. the various parts of the structure, so that directly prefer. The case of alterations from the original plan, MR BRYDEN thought that a great deal of MR.

either for additions or deductions, it is im possible to get an exact value of such work, Rattenbury, who seems to have it fluenced and so a way is opened for endless disputes the go and so a way is opened for endless disputes the go and the litigation which so frequently fol-lows. The tenders also are almost in-lows. The tenders also are almost in-longer i variably for all work included in every be so t the government to take up the question. whereas the parties of the third part have failed in their said undertaking and the intister under an agreement in that behalf dated 1st February, 1894, has entered upon the quarry of the parties of the third part; and whereas it has been agreed that the house he had been connected professionally the number of the parties of the third part; and whereas it has been agreed that the that gentleman has been a little almost in-longer in the country he will probably not ad in every be so thin skinned. He did not think it fair to say that the matter has been treated ME BOOTH, another member of the comobjections. Quantities were prepared, which indicated exactly the minutest mittee, agreed that they had not acted from which indicated exactly the minutest amounts of every description of material and labor requisite to complete the building distinctly told by the contractor that the labor requisite to complete the building Each item was priced out in detail and in change from Koksilah stone to Haddington

was undertaken simply to effect the shove Dr. Price's Cream Baking Powder Awarded Gold Medal Midwinter Fair, San Francisco.

matter. The motion was o to 6 The house rose at

Afte

MR. SWORD mo

statement has been in the suit of Roede Co. (Limited), Mr. ed a stenographer of ton, as receiver of t ery attached to the without requiring f the proper perform ceiver; and where this house that said out rendering any a sions with the funde resolved that a resp sented to His Hone or, praying him to i ness of such staten these statements contention of His Ex General of the Dom forth in the pream and pray him to ob Crease an explanat matter." The mor hard for the par money through Bu while he was not pr loss arose through a ment, he urged that action to bring hom or parties respon HON. MR. DAVIE the motion a most tained an unjust re judge in a matter in that his action was even adverse critici pains to inquire int question, and had 21, 1894, in the cas Advertiser, both si counsel, Hon. Mr. ment directing the It was perfectly i whom the receive regular officer of th was left to counsel pointed, such app jected to by either the withdrawal of never have been of MR Corrow den of Burton had been by either of the panever considered t

hereinafter set out ; "Now therefore this indenture witnesseth