

The first tenders for this work were invited by the Harbour Commissioners in May, 1882. Larkin, Connolly & Co. did not tender, because, as Murphy alleges, Thomas McGreevy advised him not to show their hands, and that the first tenders would not be opened. As a matter of fact, these first tenders were not opened; and on a motion made by Thomas McGreevy, it was decided to invite new tenders, to be received until 4th July. The pretense was that it was desirable that the depth of the Dock should be increased to 26 feet. This depth never has been reached. Six tenders were offered. The lowest was that of Fradet & Miller, which figured out a total of \$98,450; then came that of Askwith, figuring out \$128,860; the third one in order was that of Beaucage, which was really a tender of Larkin, Connolly & Co., prepared by Mr. Robert McGreevy, and figured out \$131,267; Larkin, Connolly & Co.'s tender under their own name figured out \$138,845, being ten thousand dollars higher than that of Askwith.

On the 10th of July the Harbour Commissioners required of Fradet & Miller a deposit of \$10,000, to be made before three o'clock on the 12th of the same month. These contractors were also notified that they would have to begin the work on the 1st of August then next, and finish it by the 1st of November, 1883. Fradet & Miller protested against this new condition and the short time given them—about 24 hours—and had to give up the undertaking.

The Resident Engineer, Pilkington, reported to the Harbour Commissioners that their tender was too low, and that as a matter of prudence and expediency it should be rejected.

On the 12th of July Beaucage withdrew his tender. On the 18th of July Askwith made his deposit of \$10,000, and asked to be given two weeks after ratification of the contract to get the necessary plant on ground. In a postscript to this letter he also asked for a delay of a week before binding himself, that is, before signing the contract, as he had just been informed that the lake dredges could not be adjusted for the tidal work. On 20th July the Commissioners answered that they gave him 24 hours to decide, and that if they received no answer within that time they would return his cheque.

Being unable to get all his plant for the first of the month Askwith withdrew his tender on the 24th of July. All lower tenders thus being disposed of, that of Larkin, Connolly & Co. was accepted, and the contract for this work was entered into with them on 25th September, 1882. As a matter of fact, they had no dredges or plant with which to begin work, nor were they required to begin until the spring of the following year. The conditions as to time which were exacted from Askwith were relaxed as to them. On 27th July the Harbour Commissioners transmitted the tenders and their acceptance of that of Larkin, Connolly & Co. to the Minister of Public Works for approval of the Governor in Council, and on the 31st of that month the Minister personally wrote the Secretary of the Commissioners, desiring to know whether they "had reason to believe that the tenders received, which were lower than the one they preferred, had been made in good faith, and that there had not been any collusion with respect to their withdrawal," to which the Commissioners replied "that they did not consider it necessary to defend themselves against a suspicion of a knowledge on their part of collusion between the tenderers." Finally, on the 21st of August the contract was ratified by the Governor in Council on the advice of the Minister. This contract, which was to terminate on the 1st day of November, 1884, was nevertheless continued until the end of the season of 1886. The quantities mentioned in the contract to be excavated amounted to 423,500 yards; the contractors have been paid for 1,877,859 yards.

In the summer of 1885 the money voted by Parliament being exhausted the Harbour Commissioners notified the contractors and the Minister of Public Works of that fact, and on the 21st of August (page 974) the Minister of Public Works wrote to the Commissioners that an understanding had been arrived at between Mr. Thomas McGreevy and himself, and that he consented to the expenditure of \$50,000 on condition that the contractors did not call for payment until Parliament voted the money. The work was, after this letter, continued at the rates and on the conditions of the contract of 1882.