

By Mr. Kyte:

Q. But this sum of \$5,500 paid in 1910 was to keep open Midland, Tiffin and Victoria harbours?—A. That is my understanding. I would have to—

Q. Will you please turn up the file?—A. I would have to turn it up in the file. I am not quite sure. (After examining file.) Yes, it includes Victoria harbour.

By the Chairman:

Q. What is the date of that report which you have just read?—A. It is February, 1907.

By Mr. Fowler:

Q. Was that the first year the three harbours were covered?—A. Yes, sir.

Q. Previous to this it was only Tiffin and Midland?—A. Yes, sir.

By Mr. Kyte:

Q. I want you to read the contract, because I am told it is not yet in the record.—A. Do you want me to read the whole thing?

Q. Yes.—A. (Reads):

'MEMORANDUM OF AGREEMENT made and entered into this third day of December, in the year one thousand nine hundred and ten, between His Majesty King George V., represented herein by the Honourable Louis Philippe Brodeur, Minister of Marine and Fisheries of Canada; and the Midland Towing and Wrecking Company, Limited, of Midland, in the province of Ontario, hereinafter called the contractors.

Witnesseth that for and in consideration of the covenants, agreements and stipulations hereinafter contained on the part of His Majesty, the contractors for themselves and their successors do covenant and agree to and with His Majesty, his heirs and successors in the manner and to the effect following:—

The said contractors covenant and agree with the said Minister to provide suitable steamers with officers and crews on board and all necessary equipment for breaking ice, and to break ice in the harbours of Midland, Tiffin and Victoria and the approaches thereto from open water in Georgian bay, and to keep the said harbours of Midland, Tiffin and Victoria and the approaches clear of ice to permit of the free passage and easy access of vessels from Georgian bay to and about all docks, wharves and elevators in the harbours of Midland, Tiffin and Victoria as long as any boat or boats wish to enter any of the above-mentioned harbours during the year 1910.

The above work to be done to the satisfaction of the said Minister of Marine and Fisheries or an officer appointed by him to superintend the breaking of ice.

In consideration whereof His Majesty represented as aforesaid, doth hereby promise and agree to pay to the said contractors, their heirs, assigns, or lawful representatives, the sum of five thousand five hundred dollars in lawful money of Canada, when the above-mentioned service is carried out in all particulars to the satisfaction of the said Minister of Marine and Fisheries, or an officer appointed by him to inspect the work.

It is further agreed between the parties to this agreement that the said Minister of Marine and Fisheries shall not be liable for any damage or loss of steamers, equipment or material that may occur in the execution of this agreement, the contractors assuming all liability for loss and damage.

The wages to be paid in the execution of this agreement shall be those generally accepted as current in each trade for competent workmen in the district where the work is carried on. If this condition is violated the said Minister may cancel this agreement and refuse to pay for any work done thereunder.