THE ROYAL

Payments Made to Contractors Which Mr. Gore Refused to Certify

And Which Mr. Martin Disapproved Of Extraordinary Developments at Yesterday's Session.

Monday, Sept. 26, 1898. Commission met pursuant to adjourn-ment at 11 o'lock a.m.; Mr. A. L. Belyen for the crown; no other formal appearance.

William Sinclair Gore, deputy commissioner of lands and works, was called on behalf of the crown, and was examined by Mr. Belyea. The witness produced the original tender of frederick Adams for certain work in connection with the parmament buildings also a certified copy of the contract. Mr. Belyea put in the certified copy, the witness not being able to leave the original in court. The contract was certified by witness. The contract with Frederick Adams was dated the 6th day of December, 1893. A copy of the speci-fications on which Adams's tender was made, and the original contract with Richard Drake, dated 6th of December, 1893, between Forb's George Vernon, chief commissioner of lands and works, of the first part and Richard Drake of the second part were also produced. The latter document was attached to a bond for the due fulfilment of the contract given by Richard Drake, W. J. Wilson and W. P. Sayward for the sum of \$12,000, on the 6th day of December, 1893.

Mr. Belyea tendered a certified copy of the contract. The bills of quantities in connection with the Drake's contract. connection with the Drake's contract for plastering and a report of F. M. Rat-tenbury, the architect, dated December 31, 1897, were also put in.

Q.-Look at this Adams contract and explain what are those documents attached to it. A.—This is a copy of the architect's last certificate to the executors of F. M. Adams.

The Commissioner—What is the date of that? A.—July, 1897. This is a memorandum referred to in the footnote. at the bottom of the certificate, By Mr. Belyea-Q.-The colored

Yes.

This attached to the Drake contract is what? A.—The architect's final certificate dated June 12th, 1898. Q.-Now have you the original voucher for payment to the Adams estate of \$30,-A.-No. I have not got the original; I have got a certified copy; cer-tified by the deputy provincial secre-

Q.-Have you the original or certified copy of the voucher for the payment of \$3,414.87? A.—Certified vouch er. (Voucher dated July 6th, 1898.)

Q.—What is this attached to that voucher? A.—Statement of extras on plasterer's contract.

Q.—This is the claim is it on which this amount of \$3,414.87 was paid? A.—This is a matter on which I have no personal knowledge at all; I presume it

By Mr. Belyea-Q.-Do you produce a copy of the order-in-council referring the claim of McGregor, Jeeves & Baker to arbitration under this Adams' contract? A.—(Handing counsel paper).

Referring to the payment of that \$30. Q.—No; the claim of theirs for \$19. or nineteen odd thousand, to arbitration made some time in June last? This certified copy of sertificate by the deputy clerk of the executive council?

A.—Yes (handing gounsel paper). Certified 60py. (Mr. Belyea tenders it in evidence: dated 29th June, 1898.)

Q.—Will. you tell us what this document is attached to it? A.—Well, I might better say at once that these or-ders-in-council I know nothing of; have of read them at all; just brought them here as handed to me by the provin-

cial secretary.

Mr. Belyea—There is a memorandum of agreement dated 8th of June, 1898, between Her Majesty the Queen in right her province of British Columbia and represented by the Hon. J. H. Turner and Moses McGregor, James Baker and George Jeeves, of the city of Victoria.

The Commissioner—The order-in-council was to carry out that, I suppose?

Mr. Belyea—No, it is an order-in-council authorising the minister of finance to sign on the part of the government. The agreement is for submission to arbi-

Commissioner-Submission of

Mr. Belyea—Submission of claim, reads as follows: "Whereas certain disputes and differences" down to the word "arbitration:" then follows the arbitration agreement. The Commissioner-Is there reference

to a contract in either of those put in?

Mr. Belyea—No reference your lordship.
The Commissioner—You will have to read these some time or other; there is

not much use putting them in unless they are read.

Q-Will you turn to your original specifications, your bills of quantities, which Adams tendered; looking at this exhibit No. 2, tell me what was the amount of Adams's tender and what it included? A.—The total amount

of Adams's tender was \$454,508.31. Q.—For what work was that? Included bills Nos. 2, 3 and 4, that is the mason's contract for the administrative building, the land registry wing and the printing office wing; 2, 3 and 4 are found in this exhibit.

Q.-Yes, now for what amount was contract really signed by Adams? A.-\$380,000.

Q.—Tell me what deductions were made and for what purposes from tender so as to reduce it to \$380.000?

A.—The list of deductions is as follows:

Marble and fixing same, \$36,948.69; reduction of about eight cents on the foot to cube stone throughout, \$10,000; deto cube stone throughout, \$10,000; deduction by bond being omitted, \$15,000: deduction for extension of time, \$3,000; deduction on labor sheet, \$1,164.50; deductions to be determined, \$8,498.

Q.—Is this the last one? A.—Making total of \$74,508.31; that is the last. A.-Making Q.—And that reduces the tender to \$380.000, does it, for which the contract was signed? A .- Yes: Q.—Can you give any explanation of

any of those items; for instance there s a deduction for marble, what was done with that, how was it treated afterwards? A.—The marble was subsequently purchased by the crown inde-Q.—And put in by the crown, placed in position: A.—Yes. Q.—And all expense in connection therewith paid by the crown? A.—Yes. Q.—Well, the next deduction? A.—Deduction of about eight cents a foot to cube stone throughout, it speaks for Q .- Next deduction? A .- Deduction

by bonds being omitted.

Q.—Will you explain that item if you can? A.—Well, the contractor represented that it would cost him so much money to get bonds for this work and if the government relieved him of getting bonds that he would reduce his tender

Q.—And the deduction was made and no bonds were taken? A.—Yes. Q.-The next deduction, explain that? A.—Deduction by extension of time, that speaks for itself.

Q.—Can you tell me what extension of time was made? A.—I don't recollect now.

Q .- And the next item? A .- Deduc tion in labor sheet; I don't know what that is; the architect might explain that. Q.—And the next one? A.—To be determined, \$\$,408.50; that was an amount that was to be determined as the work progressed.

Q.—That amount was to be deducted from the original tender in different ways as the work advanced? A.—Yes.
The Commissioner—Q.—How do you mean in different ways? A.—It required that amount to bring the estimates down to \$380,000, which sum the government did not wish to avoid at that ernment did not wish to exceed at that time and the architect was not in a position to say how that sum could be taken off at the moment.

Q.—Is it left by the contract to the architect? A.—Yes, the architect has powers to omit anything he wishes in this quantity contract.

Mr. Belyea—Q:—Looking at the ten-der, was anything placed in that tender for the heating apparatus of the buildof \$20,000, which sum was printed in on the bills of quantities to cover the heating. I might explain that there are several prime cost sums throughout these quantities and that they represent sums which the architect or the government have the right to award entirely off this contract and employ other contractors to finish them, put them in. For instance, the heating contract was \$20,000 down as a residue of the stance. stance, the heating contract was \$20,000, down as prime cost sum on this, and the government afterwards let the contract to a firm in Toronto for \$19,000 to instal the heating apparatus.

Q.—That \$20,000 is or is not included in the \$380,000? A.—It is included.

Q.—What other items of prime cost referred to in that contract are there? Can you point them out? A.—Well, there is the murble included, a prime cost of \$30,000 for marble to be deducted in full and paid to such tradesmen as may be selected to supply those goods. I have already stated that was done. This \$30,000 however, is not part of this contract if has been defined a This \$30,000 however, is not part of this contract, it has been deducted as you have seen already in the list of

deductions. Q.—Are there any others? A.—A prime cost sum of \$20,000 for steam heating and boilers to be deducted in full and paid to such tradesmen as the architect may select to do the work. Also the prime cost sum of \$10,000, for such additional work as may be ordered.

Q.—Was that included in the \$380,000 contract.

contract! A.—Yes.
Q.—And it is not amongst the deductions you gave a list of? A.—No.
Q.—Are there any other? A.—On page
40 a prime cost sum of \$6,000 for Ons.
Brothers electric elevator, to be deducted in full if not required. Q.-What was done with that? A .-

The elevator has not been put in at all.
Mr. Belyea Q. Are there any others?
A. There are not or two others.
Here is the primes cost sum of \$2,000 for one pressed brick fireplace and hearth in the smoking room.

Q. Can you tell us what was done with that? A.—That was put in. On page 8 prime cost sum of \$1,500 for terra-cotta work to north and south entrance stairs.

trance stairs.

trance stairs.

that? A.—Stone put in place of terra

otta. Q.-Do you produce any letters or copies of letters in reference to this claim for \$30,000 and the claim of Drake for \$3,414. Take the \$30,000 contract first? A.—Yes.

Mr. Belyea—The first letter is dated lictoria, alst January, 1898, and is addressed to the chief commissioner of lands and works from Drake, Jackson & Helmeken. (Counsel read from the words "We have the honor to inform roval.")

copy enclosed is dated January 29th, 1898, and is addressed to J. H. Adams and is signed by M. McGregor, George Jeeves and A. Baker. (Counsel read from the words "Re parliament building contract" down to the words "In the Q .- Have you any letters or copies of letters relating to the Drake claim? A.

No. I said just now I did not have
the original vouchers; I find I have them

(handing vouchers to the commis-The Commissioner—Q.—In whose handwriting, Mr Gore, is the paper which I show you now for the \$30,000 payment? A.—That is written by McB. mith, the auditor-general.

Q.—The whole of it then is Mr. Smith's handwriting except the signatures of Mr. Martin and of Drake, Jackson & Helmcken; is that so; the whole document, is any portion of that document which is not in Mr. Smith's handwriting? A .- The date is not in his andwriting, I think.

Q.-Whose handwriting is it? A.-I annot say positively, but Drake, Jackson & Helmcken I presume; the date. st February, is probably written there y Mr. Flett, deputy minister of finance. Q.—The date on the office stamp. A.—

Q. When did you first have any knowledge of that voucher; when did you first learn of its existence? A.—When I first earned of its existence it was given to Q.—That is the first connection you and with it in any way at all, is it? A.—

Q.-Looking at the other voucher for sayment of \$3,414; in whose handwriting it other than the signature? A.—That also in the handwriting of the auditorgeneral, Mr. Smith. -With only what exceptions? A.

Q.—With only what exceptions? A.—
With the exception of Mr. Turner's certificate and Richard Drake's signature.
Q.—When did you first learn of the existence of that document? A.—In the same way, when it was presented to me.
Q.—And you had no knowledge, as I understand? A.—I knew that these gentlemen were making claims.

Q.—You knew of this report? A.—I knew of it, you say?
Q.—Yes; it would come naturally to you first in the department, would it not? A.—Yes.
Q.—You had this report in mind when you refused to sign that certificate? A.—I certainly.

Certainly. emen were making claims.
Q.—Beyond that mere fact? A,...No-

By Mr. Belyea-Will you produce the claim under the Adams contract for the \$49,000? A.—(Handing counsel paper) This is a copy.

Q.—This is a copy, is it? A.—Yes.

Mr. Belyea—This is attached to an order-in-council bearing date 1st February, 1898.

The Commissioner—What members of

the commissioner—what members of the government were present when this order was passed; does anything show? Mr. Belyea—Nothing to show. The Commissioner—There is a minute of course kept of attendances, is there not? The Witness—There is a minute book

book. The Commissioner-I suppose you cannot tell what members of the council were present when this order was approved or what materials they had before them? A.—I have no knowledge at all. Q.—Do you produce any orders in counrelating to this matter? three orders in council o September, 1898. his matter? A.—Here in council of the 10th Mr. Belven—Dated 10th September.

1898. Any others? A .- There are two Those are not important. Now, Mr. Gore, what was the ordinary course

progress certificates from time to time, and those certificates were left with me by the contractors, for whom I propared vouchers and certified to them. They were then presented at the treasury for

By the Commissioner—Was McBride
Smith in the habit of filling up venchers
for payments on the contracts? A.—
I cannot tell you, my lord.

claim fo
Q.—Wi
\$932.80. Q.-Do you remember any other single

instance in which McBride Smith aid fill up vouchers for payment on this account? A.—Well, I d.n't recollect any particular instance that I could cite. Q.-You don't rem mber any particul r instance, and you say it was not customary? A.—Not customary for him to make out vouchers generally. I presume did it in this ins ance with a view to be careful wording of the voucher. Q.—But as to the reason why he happened to fill up these two vouchers you know nothing? A.—I know nothing.

By Mr. Belyea—With reference to hs voucher for \$30,000, you have stated that was presented to you; for what purpose was it presented to you? A .- For my

The Commissioner-Who presented it to you? A.—I don't recollect. I know the circumstances, I know the fact it was

Q.—Had you had any conversation with the minister before you put your initials there? A.—I did not initial it. By Mr. Belyea—At the time it was presented was the signature of G. B. Martin, chief commissioner, there? A.—No, it was for a large sum of which I had no knowledge, and I suggested to the party presenting it that he had better take it to the chief commissioner for h s

The Commissioner—What are you re-

signature.

Q.—In other words, you refused to certify it? A.—Yes; I knew nothing of it.

The Commissioner—Q.—Had you had any conversation with the minister, with Mr. Martin, about it before Mr. Martin signed it? A.—No; I did not take it to Mr. Martin myself.

I define to now?

Mr. Belyen—Exhibit No. 5, where the architect gives a summary of the account.

Q.—(Continued)—Take the first payment, less amount paid by government without certificate, May, 1895. Do you know anything about that? A—I had

asking you if you had any conversation the contractor to be deducted as per an with Mr. Martin before Mr. Martin did arrangement made with them from time sign it? A .- On this particular voucher? | to time. Q.-Answer in this way first. A.-No. Q.-About vouchers generally with Mr.

Q.—About vouchers generally with Mr.

MILLIA WALL WALL WILLIAM WILLIAM

as.

Bearing upon the particular youch—
A.—Not on that particular docut—upon that claim. ment—upon that claim, Q—What were those conversations? A.—Neither the chief commissioner of lands and works nor myself knew upon what grounds such a claim could be favorably considered.

Q.—Then, as I understand you, there

is absolutely nothing on record showing how this amount was made up? A Other than the bill—the claim for \$49,-

was recognized is a claim? A.—No.

Q.—That is why I asked you for any conversation with Mr. Martin or he with you, which would throw any light upon it. I want to know if you had any conversation with Mr. Martin which could throw any light upon this claim, and the reasons it was recognized. A.—I had no conversation as to the reasons for which it was recognized.

ject of these conversations as to whether these claims would be recognized to any extent? A.—The chief commissioner did not favorably view the claim of the Q.—What did you do, what attitude did you take? A.—It is not a matter on

which my advice was asked. Q.-Did Mr. Martin say anything the reasons apart from his own view of the matter bearing upon his mind, lead ing to the payment of any sum; was any thing mentioned to you then of any reasons bearing on his mind—influence of other persons? A.—He had in mind no doubt the report of the architect placed before the court this morning. Q.—That was against the claim

Report of 31st December from the architect sending a statement of the contract or's account and which he, in a word, he leaves the contractor in debt to the crown instead of the crown to the con-Q.—I was referring rather to reasons

pressing Mr. Martin against his own view to recognize the claim; can you throw any light upon that? A.—I am afraid not, my lord. Q.—You don't know what reasons pre-valled on Martin to certify? A.—I don't; he may have obtained information from

Q.—As far as your knowledge goes, including your conversations with him, you can throw no light upon that subject?

By Mr. Belyea—This report of the architect which I am holding in my hand shows that the contractors were entitled to receive the gross sum of \$365,-180.12, and it shows that they had been paid up to the 31st December, 1897, the sum of \$374,108.35, or the amount overpaid \$5.928.23. Q.-You knew of this report? A.-1

Q.—Now we will take the Drake certificate. This was presented to you; was the signature of approval on it when it was presented to you? A.—No.

Q.—This is the voucher for the Drake amount; you refused to sign this for the same reason? A.—I refused to sign that because I had no knowledge they were entitled to that amount. I was not in the confidence of the executive council and did not know on what authority it was being paid. Q.-Do you recollect who presented this

A .- I think Mr. Flett, the deputy minister of finance. —Were you consulted at all by Mr. ner before he signed it, or afterds? A.—No. Turner wards? Q-Had you any conversation with Mr. Turner about the matter? A .- No. I don't think I had.
Q.—Either before or after payment? I don't think so.

Is it usual for Mr. Turner to cer-

tify, for the minister of finance to certify such vouchers as that? A.—No, it is Q.—Do you know of any instance where he has done so? A.—I don't know of any instance that I can cite where he has certified to vouchers of that character; of course there may be might be

in making payments to contractors for any work done on that parliament building? A.—The work was measured and estimated by the architect, who issued estimated by the architect, who issued Q.-In whose handwriting are the de-

ductions from that made? A .- Mr. Tur-Q.—What is the total amount of the claim for extras? A.—\$4,347.67.

extras claimed for mortar being a lowed. Q.—\$800 claimed, \$400 was allowed?...—Yes.
Q.—When did you first know this payment had actually been made? A.-1

cannot say. The Commissioner-In whose handwriting is the body of the annexed docu-A.-No answer. Mr. Belyea-Do you know in whose handwriting? A.-No.

Q .- You say that was brought to you to sign too as well as the other? A.—At the time it was brought to me, I think, by Mr. Flett, I said I don't know anything about its accuracy, I cannot sign

Q.—To whom did you refer him? A.

—I didn't refer him to anybody; that
was brought to me in my office. Q.-And you would answer the tion the same as you did the other as to your knowledge of the reasons, you are entirely ignorant? A.-I am entirely ignorant. Mr. Belyea—In the architect's report of 31st December there are three payments: less paid by government without

ferring to now?

Ar. Martin myself. | know anything about that? A.-I be-Q.-I am not asking you that; I am lieved that was the amount advanced to

Now there is a second payment two years later of \$5,510.32 do you

Q.—Do you know of any other payments having been made except the ones that are stated there for which

you did not give any certificate? A .-No. I do not. Mr. Belyea—I would ask now that Mr. fore be allowed to retire from the witness box so that I may read such portions of the Jocuments as I wish to use.

The Commissioner—Is there any one present who may wish to put any questions to Mr. Gore?

000.
Q.—There is nothing else of record to show upon what materials this amount was recognized rs. a claim? A.—No. The commissioner requested that all originals should be left in court during the commission. Mr. Gore undertakes

it was recognized.

Q.—What was the nature of the conversation with Mr. Martin? A.—They were of informal purpose.

Q.—For what purpose? A.—Unofficial conversations, if I may use the term.

Q.—For what purpose? A.—Unofficial conversations, if I may use the term.

Conversations if I may use the term. Zenient to read them now.

Mr. Belyen—I am only intending to read that portion which will show the relevancy of the evidence put in. first matter is on the question

ments. Speaking of exhibit No. 2, page the contract was not to be sub-let, ot to be sub-let without the consent of the chief commissioner of lands and The Commissioner-You did not ask Mr. Gore whether any permission had Belyea-That is a position which

I believe the crown has taken, that there was never any sub-letting.

The Commissioner—When I said I would not require you to read out any documents or any particular portions of them I assumed you would take care to proper questions Mr. Belyea-I think the architect will

be the proper person.

The Commissioner—What has the architect got to do with it? He doesn't The Commissioner to Mr. Goreany permission given to sub-let? A .-No. I think no permission was ever ask-

The Commissioner requested Mr. Gore to be good enough to remain in court.

Mr. Belyea then read from the conprovisions common to all the ontracts, showing the architect's pow-

The Commissioner-I suppose those are what you may call usual?

Mr. Belyea—The contracts I may say were all on the same form, there was no difference. The architect's certificate to the Drake contract is exactly the and the architect's certificate dated 12th June, 1898, shows that there was then due to the contractor \$177.05 final pay-The Commissioner-The same provis-

ion. I suppose, there against sub-letting Mr. Belyea-The same provision, the oills of quantity contain that provision.

The Commissioner to Mr. Gore-With reference to the Drake contract, was any portion assigned? A.—Not with the knowledge or consent of the depart-

The Commissioner-That is what I John C. M. Keith was called on behalf of the crown. Q.—You are an architect, are Q. Do you know Richard Drake? A. Q.-Did you make up a bill for the

executors in connection with his contract for the parliament buildings for im? A.—I did. him? A.—I did.
Q.—Is that it? (Handing witness exhibit No. 7)? A.—Yes that is it.
Q.—Is that your handwriting? A.—
Not my handwriting, but copied from a rough pencil draft I made by a man Q.—From whom did you get your instructions to make that up? A. Mr.

Drake.
Q.—Mr. Drake himself? A.—I refer to the quantities here given according to the bills which had been put in; the 207 squares, the pounds of copper nails, came from him entirely. The slate used having tructed me, he told me the first instructed me, he told me the first timate made by Mr. Howell, which estimate made by Mr. Howell, which was, I think, 102 squares was of full size and the size called for in the specilots, although I would not know of it. | fication the smaller size was

have given.

seventy-five cents extra a square. The amounts he paid I know nothing of. Deducting that from what was actually done, this 201 squares at seventy five cents was what he claims he paid fo

Q.-Where is Mr. Drake now? A.-I don't know.

(: !)o fou know whether he is in the Q.—What are the deductions? A.—\$932.80.
Q.—Off what two amounts, or does it state there? A.—Struck off \$532.80 and compromise on mortar—one half the going as far as Winnipeg.

The Commissioner-How long ago was that? A.—I should think a month to six weeks ago my lord.

Mr. Belyea—Do you know the amount Mr. Drake received for those extras? Only when I saw it in the paper, \$3,414.

Q.-Did you see him subsequent to his ecciving payment? A.-I did. Q.—Did he state to you what he had received! A.—No, he did not state what he received.

Q.—You are an architect yourself, are you not? A.—I am. Q.-Tell me how you made up that item, extra thickness of mortar? A.—
I must explain when this started; more I must explain when this started; more than two years ago in April Mr. Drake came to me and asked me to measure the work for him for certificates as it went along, and also asked me to come with him to Mr. Helmcken's office as Mr. Helmcken had made an additional with him to Mr. Helmcken's office as Mr. Helmcken had made an additional claim for him for payment for the mortar being so thick upon the wall. I saw Mr. Helmcken, who asked me to go to the building and take notes of the thickness of the mortar and so on and let him have them. I did so. He drafted a second letter and-I saw him several times on the subject, to the chief commissioner and finally I believe the commissioner declined to entertain it; there was a protest entered by Mr. Helmcken.

Q.—This, you know, from your connection with the matter? A.—Yes; I was in Mr. Helmcken's office.

Q.—Tell me how you made up that amount of \$800? A.—I did not make up that myself. Drake care me the amount

that myself. Drake gave me the amount I made notes of the thickness of the mortar over there and it supported the Q.—Which had been refused? A.—Had not been refused when I was first called in. Some of these were ready made and

others I took for myself in each room went into. I took a trial hole near the ceiling and near the skirting board in each case. each case.

The witness then gave expert testimony regarding the thickness of the mortar, but could not state how the \$800 claim

was made up. Mr. Belyea, continuing:
Q.—Did Mr. Drake submit the architect's final certificate to you? A.—Nothing to do with payments, only measuring

Q.-Did you see any of the architect's Q.—Did you see any of the architect's measurements? A.—I went through the architect's measurements when adjusting the amounts, checked and cross-checked the measurement: finished about the middle of January this year.

Q.—Did you agree? A.—Yes, we agreed: I do not mean there is no single point we had an argument upon.

Q.—Was that the final measurement?

A.—I never touched anything since until Mr. Drake asked me to give him the in-

A.—I never touched anything since until Mr. Drake asked me to give him the information as to the squares of slate and thickness of mortar.

Q.—Did you have any conversation with Mr. Drake about the time—about the 12th of June? A.—That is about the time this account was made up—about the middle of June—about the 12th of June; I don't think there is a date on that.

on that.
Q.—That was about the time he got his final certificate? A.-I cannot tell you about the certificate; I think he got that in January; Mr. Rattenbury did in January; Mr. Mattenbury and not go into any matters since that time at all; just before Mr. Rattenbury went to England might be about the end, payments to him, of course, I know nothing

Q.-So that you went with the archifect and made a final measurement last January? A.—That is the last time I examined by Mr. Belyea. Witness test-saw the architect about it. Q.—And heard nothing mo Drake about the thing? A.-Early in June he left a note for me he was very

anxious for me to go to his house and very anxious to have the amount made up, because Mr. Turner was going out of town; he told me Mr. Turner was going to Kootenay; he told me so.
Q.—Can you give me the exact date of that? A.—No, 1 cannot. Q.-Mr. Drake did not personally state to you afterwards what amount he had received on the certificate? A.—No, he did not state. I asked him if he had re-

ceived that amount, or something very near it, and he said no; I heard that he had had \$3,400; I said: "You got \$3,400," and he said "No, I didn't get anything like it." Q.-Were you paid a lump sum or commission? A.—I was paid a lump sum or com-or course, if I had been paid for calling on Mr. Helmcken and work done about the claim, but I charged him a lump sum of \$50, which he paid.

The Commissioner—I suppose you know nothing of the reasons which led to the laims being paid? A.-I know nothing of that; his payments never affected me. Edwin Charles Howell, called for the own, having been duly sworn, testified

as follows; examination in chief by Mr. Q.-What is your position in connection with the parliament buildings' contracts?

A.—Well, I have acted as superintendent of construction throughout the building and previously I was the quantity surveyor, as you will see my name upon the bills, on every bill; took out the quantiment from the contractors? A. oills, on every bill; took out the quanti-ties of all trades except a little help I had with the joiner's work from Mr. Cot-

ton, the mason's, measured out eyeryhing, and the plasterers. Q .- And you were there throughout the hole of the work? A .- Throughout the whole of the work Q.-Under the Aadms contract? A .-

Under the Adams contract.
Q.—Did you make the final measurements of the Adams contract? A.—I did not; I measured up to January 7th 1895. when there was a commission into a certain claim instituted by Adams and Prevost, and then I submitted an analysis of the whole measurementseverything was measured up strictly in eccordance with the conditions set down in the contract. That document I be-lieve is in the possession of the lands and works department to-day. I sub-sequently measured up—I cannot fix the date—but I measured up one or two cer-tificates for McGregor & Jeeves, think it was the east parapet and the chimney stack, with additions and deductions; the chimney is not carried so high as shown on the drawings.

Q.—With reference to the final report

which I have a copy here, have you any knowledge of that? A.—I have not.

Q.—Have you anything to do with making up the quantities? A.—No. Q.-Were you ever asked to examine into the claim preferred by McGregor & Jeeves? A.—No, not after the date 1

-Which was? A .- Some time after Adams had given up the contract, or, rather, after his death. I measured up carefully then.

O.—You were not then in December, 1897, or since, asked for any report or information as to this claim? A.—Except when Mr. Rattenbury measured up, he would send down and ask me whether ited me once or twice to look neasure and I showed hir to the deductions I had no

Q.-Can you give me Rattenbury was absent in this y the building? A.—He was abs time before the opening of think he left for England January. Q.-Had this work been

A.—The whole of the work had completed and I understand all fine tificates had been given. Q.-As superintendent of Was ever any claim made by McG Baker & Jeeves or Drake sub-to you by any person? A.—No; should have been in the regn.

Q-Did you know that such comes had been presented? A.-I did not. Q.-Until when? A.-Until some tim

know they had been paid? A that a claim had been present that a claim had been present chief commissioner of lands a told me in his office and h he refused to certify it.

The Comm.ssioner-Who A.- The chief commissioner of land, works. That was some time in early part of June Mr Belyea-What was the that contract, do you rememb He told me they had made a he also said it was an iniqu. and he would not certify it or alle

Q.—Do you know whether the paid? A.—Subsequently he to they had been paid \$30,000, and him it was a second him it was an iniquitous thin to have \$30,000 for a claim not show an item for that had

The Commissioner—Has Mr. Marie een subpoenaed?
Mr. Belyea—No. The Commiss oner-His name has he prought into this with reference versations and it would be have him subpoenaed, would

Well, go on.
Mr Belyea-Q.—Were either of these way? A.—No, at no time.

Q.—Were you asked by anyone in connection with the department anything in reference to Drake's claim for plaster No: you mean the claim after :

inal certificate?

Q. Yes. A. Oh, certainly not.
Q. You had nothing whatever with the actual issue of certificar.
payment, had you? A. No, only a certain time, which I measure certain time and I was not consulte Q.-When you told us- A.-Yes, som ime after. Q-You spoke a mement ago of port that you had made on a claim of ferred by Adams and Prevost, when we that? A.—I measured up till Janua 7th. I believe that is the date of the control o

document, 1895. A.—That document was before whom A.—Chief commissioner of lands and works, which shows clearly how the thing was to be done and was a I was appointed, ordered to items which shows clearly how

count was to be accepted and ductions. pute about? A .- Adams and Pre claimed a sum of money amount, something like \$20,000 or \$25,000 appears a select committee house sat for a very considerable and Adams had made certain allegat which he withdrew and offered to

nit to my measurements.

Q.—It was a question of measurement or like was it?

A.—Showing the example of the building at that time and the amount due Mr. Belvea-And that was settled a that time? A .- Settled at that time u

o that date. Adjourned uneil 2:30 p.m. When the court resumed Monday ternoon the first witness called was Mr fied as to his connection as an with the construction of the Parliame Buildings and detailed the procedure for lowed in arriving at a settlement of t accounts with the contractors and state that when the contracts were comple

Q.-You remember the Adams con A.-Yes. Q.—That was the course pursued? A. Yes, we issued certificates. put in an account. There was some rangement; the original contractor si let that part of it: the original conti tor and the sub-contractor would insi-

upon a separate account.

The Commissioner—Who were the sub-contractors? A .- McGregor, Jeeve and Baker.
Q.—Did the Crief Commissioner ev give his written permission to Adam to sub-let? A.-I don't know. I know he didn't recognize McGregor, Jeeves Baker at all, He wrote to me the government didn't know them and didn' recognize them. Q.—About what date? A.—About May, 1897.

Q .- As a matter of fact were cer ficates issued to McGregor, Jeeves Baker? A.—No, none to them. as contractors for masonry work. The did some work separately.
Q.—The government dealt with the contract exclusively with the Adams es Q.—When the Adams contract was completed did you obtain a

got two statements, one from the Adam estate and one from McGregor, Je & Baker. Q.-What became of those statement -I simply told them I would ve them. I told them they ceive them. have to make a complete account whole job. It was impossible to divide into two parts. Q .- You got two claims and you w not receive them; on what grounds? That it was impossible for me to one man stepped out and other stepped in. If I referred

deductions "it was in the other man Q.—Did you tell them what you required? A.—Complete account from the time of the beginning of the contract its completion.

Q.—Without reference to McGregor

Jeeves & Baker? A.—Yes.
Q.—Did you make a statement when
the contract was completed? A.—Yes. Q.—And made a report to the Chie commissioner on that? A.—Yes. The account was shown to with and counsel proceeded:
Q.—What was your decision? That they were overpaid \$5,928.23.
Q.—That was how long after the

tract was completed? A .- About a yea Q.-Were you requested to furnish report by the government? A No subsequent to this report. I was aske good many times to arrive at a tlement with the contractors. Q.-And the reason you could no rive at one was because they would furnish their account? A.—Yes.
Q.—Had you any further conn

Adams contract after

date? A.-No -In your summary at the this report there are three items. 223.90, \$5,510.32 and \$841.78. speci- such and such a thing was exact; Mr. 223.90, \$5,510.32 and \$841.78 when used Drake on his behalf and Mr. Keith vis- are stated to have been paid by the gave

with the

they? A.—The \$8 the contractor, as was instructed to money to the gov progressed. The claims made by me material to the con structed to issue amount to pay this The Commission wrote on the cert not that sum due and the endorsem to its being an ex

ed in the settlem would be an ex Q.—An extra par bove what was di The certificate w Witness-This c under instructions given a final certion this work. I in July, 1897, to pand I marked it

Had we not paid amounts there wo four or five hunds having paid these contractor owing t odd. The Commission everything into con Q.—What was the A.—It varied. It st and then we paid then we held back cally nothing was the end.

Q.—You say the December, 1896? Q.-And no fur until these sums extras? A.—No. Q.—And you paid instructions from

sioner? A.—Yes.
Q.—And the mo supplied the cont not paid for? A.— Q.—When you port had you before extras pertaining Yes, I had the was looking at the the information t Witness was whether he had th

when he made up whether he include he thought the con to, all of which Mr. Belyea, conti anything of the made on February Adams contract Q.-Was the cla subsequent to the A.—That specific \$ Q.-Were you Commissioner or reference to that

Q.—Then you the matter after you sent in your partment? A .here three weeks sent in and I don't mentioned in th weeks.
Q.—Were you
1897? A.—No.
Q.—Were you last? Witness had in fixing the date no; he went north in the early part his evidence as to do with the m

informal discussi cult to say. The Commission sion took place as paying any sum He had not been adjustment of th to certifying the as which he was in mmissioner. \$380,000. For ex contract there was odd for deduction Commissio get at, if it is po ference between the amount actus the amount for ex there to show it the figures \$380,00 \$50,000 added, ea tioned, and \$65.00 Subsequently it de of cross entry ha commissioner

Q.—Was the cont Adams died? A.— Q.—Was there Adams and you should be allowed witness said, a cla and that amount the Adams claims fore McGregor, Je to the work. At death there were by him which wi acknowledge, and final report no cla executors which knowledge. About Adams died he pr which were gone couricil. somewher \$60,000, and they sued no certificate Adams or his exec items as were pure ties. Asked as to final certificate w never obtain a fin put in his final acco overpaid and were instructions from to issue the Those certifica

He knew the amou ed under the contr to it on the rad stopped and ir certificate as an ' and above the con conversations with minister quite unde well as himself. Pressed as to w final certificate wit never obtained a fin ne was a whole ye They claimed extra was owed them, a looked to him a been paid them for one of the items of pointing, \$5.547. never go into the work the \$30,000 v not possible for eclaim on account could not say what the \$30,000 could b paid without his co The commissione

ask the witness if from his decisions sioner, there being appeals to be mad the contract. With being taken all the appeal. They wer the time but they reular account. The

the certificates had marked as be