

Supply—Public Works

tion and, Mr. Chairman, it is quite evident that whatever may be said for the 10 per cent deposit or the 10 per cent holdback as a measure of guarantee to the department, we have abundant evidence in this case that it has left a great gap in the security extended to those who ought to have some consideration from the department by reason of the fact that they are denied the normal protection of the mechanics' lien act of the province.

There is one further matter about which I should like to question the minister. In view of the terms of the contract which he mentioned in reply to my first question, it is evident that, even though there was sufficient in the deposit and the holdback to enable the department to complete the building in this case, there still has been a breach of contract on the part of the contractor if he has broken that provision of his contract under which he obligated himself to pay to the materialmen and the wage earners the money due them. What action, if any, has the Department of Public Works taken with reference to that breach of contract?

Mr. Fournier (Hull): We are trying to complete these three buildings. That is the first thing I had in mind, to see if we had enough money. We probably will not be through with this gentleman when we have completed the job. We will know exactly where we stand then. We shall assure ourselves whether or not he is really solvent.

Mr. Fleming: Did I understand the minister to say that the buildings were not completed?

Mr. Fournier (Hull): Two out of the three are completed and the other is being completed, and I have given the hon. member for Lake Centre the amount necessary to complete it. This is the way this case strikes me as a lawyer. Here is a man who stopped doing the work some time ago, sometime in January, as I explained.

Mr. Croll: In what year?

Mr. Fournier (Hull): In 1952. We received no claim from anybody before that. He had stopped doing the work for I do not know how long, two or three or four months, and then we started getting claims. Now, even if these people were entitled to collect under the mechanics' lien statute the time for registering their liens would have expired by that time.

Mr. Diefenbaker: They cannot file a mechanic's lien against the crown.

Mr. Fournier (Hull): I know, but even if they had the right against the government the time had expired. The man stops work, and they wait for two or three months before we hear of a claim. Even if they were entitled

to all the benefits under that statute, their delay in putting in their claims would have barred them.

Mr. Green: Not if the building was not completed.

Mr. Fournier (Hull): If the delivery had been made before.

Mr. Green: No, not in British Columbia, at any rate. It may be that way in Ontario.

Mr. Fournier (Hull): I am not going to go into that, although it is interesting as a legal point. All this discussion should prove one thing. Even if you can blame my officials in certain instances, they try to get the work done according to the contract and the amount of money we have asked from parliament. I think I have to give them credit for that. They are not perfect; they may have defects, but they are quite loyal and frank with me, and I think I know almost everything—well, I would not say everything—that goes on in my department. When they have difficulties they bring them to my attention. Here is one of the difficulties they had. I was acquainted with it, and that was the procedure we followed.

Mr. Graydon: It occurs to me that something depends upon what was said in that affidavit. Has the minister gone carefully into the affidavit that was taken? If so, is there anything wrong with it, or is it exactly in accordance with the facts?

Mr. Fournier (Hull): My deputy tells me it is the ordinary form of affidavit that is mentioned in the Consolidated Revenue and Audit Act. Personally I do not see them, but that is the information I have.

Mr. Graydon: It seems to me there is a real problem involved here, if the affidavit is contrary to the facts which obtained at the time it was taken. Some responsibility rests with the government as to what steps it will take.

Mr. Browne (St. John's West): One further question—

Mr. Graydon: No, I should like to have the minister give me that information, because it is important.

Mr. Fournier (Hull): I have not looked into that aspect of the matter. What I had in mind when this matter was brought to my attention was to have completion of the buildings with the money we had on hand. At the time I did not even know there were claims coming in. I said, "Now, get the estimate, and see what we can do with that money." The report came back that we could complete the three buildings with the money we had from the security deposit and