

"It may further be said that Mr. Brecken, under his agreement with the late contractors, quarried and prepared the stone provided for the masonry: consequently, it might be more easily arranging these matters with him than with a person unfamiliar with the present condition of affairs.

"I therefore advise that as the tender of Mr. Brecken is the lowest, that the work be awarded to him, if he is prepared to show that he can make satisfactory arrangements to carry out the undertaking."

Brecken was called upon under these circumstances, as I am sure the hon. gentleman would have done in my place—to deposit his security. He did so, and the contract was awarded to him. I may tell the hon. gentleman that the security of \$14,000 deposited by Stewart, Heney & Co. is still in the hands of the Government.

Mr. BLAKE. So I see.

Sir CHARLES TUPPER. Now, so far as this amount is concerned, these parties made a claim for a certain sum. The Government refused it, and they then said that they would abide by Mr. Page's decision as sole arbitrator, as to what their final estimate should be. It had to be settled in some way. Mr. Page, therefore, as sole arbitrator, decided that this amount, \$17,370, was due and ought properly to be paid to these contractors. This was the award; and the hon. gentleman will see that we could not very well have better means for settling this point than by reference to the chief engineer, who had the contract in his hand, and under whose hands the work had been performed. Under these circumstances we have retained the security, and we ask for this vote to enable us to pay the amount of Mr. Page's award to the former contractors. We did not feel warranted in rejecting the tender of a man declared by Mr. Page to be well fitted to do the work, and at whose prices he thought, with good management, would enable him to do it although they were very low, at a small margin of profit, he being the lowest tenderer, because one of the other parties appeared associated with him. This other party now, however, has no connection with this contract. Mr. Nicholson is replaced by Mr. Stewart, a man of a different family, and no connection of Mr. Stewart of the former contractors; and so the present contractors, Brecken & Stewart, are an entirely new firm. I did not feel, with Mr. Page's report in my hands, that the work could be done at these figures; that the man was a good contractor; that his tender should be rejected because he had associated himself with one of the former contractors.

Mr. BLAKE. The hon. gentleman knows that the deposit is there, and also that the security is not to be used, because the hon. gentleman distinctly stated that this award was made by Mr. Page, on the matter being referred to him to ascertain what the amount of the value of the contractors' work was in excess of what they ought to have been paid. He said it would not do to carry on the public works of the country at the expense of contractors; that these contractors had not received the value of their work in the contract price, and that the difference between what the contract price would give them and the real value of their work was to be ascertained, and was ascertained; and that this was the sum of \$17,000 odd. It was not a final estimate, but a statement of what the work was supposed to be worth by Mr. Page; therefore, the hon. gentleman adopted the view with reference to them, that the contractors were not bound by the contract, although the Government would have been.

Sir CHARLES TUPPER. No, no.

Mr. BLAKE. The hon. gentleman certainly led me to believe so.

Sir CHARLES TUPPER. I had no such intention. I will tell the hon. gentleman exactly how the case stands. Mr. Page had no such instructions given him. A claim was made by these contractors; they had to be settled with. Mr. Page had given a final estimate, which they said was below what it should be. They made a claim on the Government,

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and the question was referred to Mr. Page under the contract, as to what these parties were entitled to; but the security originally deposited stands in our hands to-day, it is not surrendered, and it will not be surrendered until the final completion of the work.

Mr. BLAKE. Then am I to understand that the sum which we are now called upon to vote, is the statement of Mr. Page of what would be due to these contractors according to the strict terms of the contract, irrespective of the question of default?

Sir CHARLES TUPPER. Mr. Page had the whole question before him, and knew exactly how it stood.

Mr. BLAKE. That is what the hon. gentleman understands from Mr. Page's award. Of course nothing is due under the terms of the contract, because the contractors are in default; but waiving the question of default, and seeing that they have gone on a certain distance with the work, am I to understand, that this amount is coming to them irrespective of their default under the contract, and is not at all the real value of the work to which Mr. Page's award relates?

Sir CHARLES TUPPER. All I have to say is that Mr. Page, the sole arbitrator, had the whole case before him; and the contract was in his hands, and these parties made a claim. The hon. gentleman knows that that is the usual course which has been pursued; but I will give him a case which occurred under the Government of which he was a member and which he will recollect at once—that is, the case of Messrs. Cook & Co., contractors on the Carillon canal. The hon. gentleman knows that my predecessor took that work out of their hands, because, as he stated, they were not pushing it with sufficient vigor and rapidity, and he re-let the contract at a much higher rate than that of Messrs. Cook & Co.'s contract, yet he paid them a large sum of money though it was taken out of their hands.

Mr. BLAKE. I am merely trying to get at the facts.

Sir CHARLES TUPPER. Yes; but why should the hon. gentleman present these facts as if our course in this respect was unprecedented. There were no instructions given in this case. Mr. Page is an old and skilled engineer, who is thoroughly familiar with these works, and he had no instructions whatever, except that there was a claim made by the contractors after the work was taken out of their hands, and they agreed to leave it to Mr. Page to say what amount should be paid. Mr. Page found this amount as the amount which should be paid—a smaller amount than they claimed.

Mr. BLAKE. I think I must have misapprehended the statement which the hon. gentleman made in Committee, as his present statement does not quite agree with what I understood him to say. Perhaps the hon. gentleman will lay the submission to the award and Mr. Page's award on the Table?

Sir CHARLES TUPPER. Yes.

On Resolution 321,

Fisheries—Prince Edward Island Railway—To be paid to Mrs. A. A. McInnis, re compensation for the death of her husband, without prejudice to the defence of the case..... \$ 400.00

Mr. DAVIES. I understood the hon. gentleman to say that it was his intention to bring down a vote in the Supplementary Estimates to cover possible damages which might occur on the Intercolonial and Prince Edward Island Railways, but I am unable to find such a sum in these Estimates.

Sir CHARLES TUPPER. It is not the intention of the Government to bring down such a sum. As I stated in speaking upon the amendment to the Consolidated Railways Act which I endeavored to read the second time to-day—unsuccessfully, I am sorry to say—I provide that accidents