

eer did not know what he was talking about, because his account contradicts almost in every particular what the hon. gentleman has given us. The department directed that Mr. Stead, the local engineer, should report; his report was obtained, and then the department directed that advertisements should be published for tenders. While those advertisements were being published, and within a week or ten days before the tenders were to be received and opened, the department handed the work over to this Maritime Company of St. John.

Mr. PUGSLEY. Under the agreement I spoke of.

Mr. BARKER. The work was placed by the department in the hands of the company, the only condition being that whatever the lowest tender might be, the work should be done at that price.

Mr. PUGSLEY. My hon. friend has misunderstood me. I thought I stated clearly that the understanding with the company was that if they were not the lowest tenderers, they would leave the work and would only be paid for the work done up to that time at the price of the lowest tender.

Mr. BARKER. As the understanding was in writing, I know that the minister is wrong.

Mr. PUGSLEY. The hon. gentleman does not.

Mr. BARKER. I do. The condition of the letter was that the work was to be placed in the hands of the company on the condition that they would carry out the contract at the price of the lowest tender.

Mr. PUGSLEY. No.

Mr. BARKER. No other tender was received, except the tender of this company. While asking tenders from the public, the department put this company in possession of the work, under a direct message from the chief engineer instructing Mr. Stead to put them at work and specifying distinctly the condition that they were to be allowed for the work, whatever the lowest tender would be. There was only one tender of course. No man of ordinary common sense would ever suppose that there would be any other. Why should any people tender to do that work when this company was already in charge and had written authority from the office giving them the work. The minister was placing that work in the hands of the Maritime Company at whatever price they chose to tender for themselves. The hon. gentleman makes the statement, probably on the re-

collection of a year ago, but there are numbers of gentlemen on both sides who heard all this evidence given forty-eight hours ago and who have read the papers.

Mr. PUGSLEY. I think I can read and understand documents just as well as my hon. friend, and I tell this committee that the understanding—not only verbal, but written—was that the company should be simply given the work temporarily until tenders were received, in which case we would accept the lowest tender and they would be paid for what they had done at the lowest tender rate. That is not new. It is not a practice inaugurated since I became minister, but one which has prevailed a long time—probably ever since confederation. Where there is urgent work to be done, tenders are called, and the person who does the temporary dredging is paid simply for what he does at the price of the lowest tender and then has to quit. In this case if any one else had tendered for even 85 cents per cubic yard, the company would have had to accept that for the work they did and then they would have had to take their dredge away, and the dredge owned by the lowest tenderer would be put in its place. The hon. gentleman says that the fact of the company having been set to work, prevented other people from tendering. I do not believe it. I do not believe my hon. friend can produce the testimony of any dredge contractor who would say that he was deterred from tendering by reason of another being put to work. But I know perfectly well, by reason of the isolated position of Gaspereau that it was possible, if this company did not put their dredge to work, which they were bringing down through the Straits of Northumberland, we would not get the work done, and it was work which the people of Gaspereau and Port Elgin represented as work of the most urgent character.

Mr. BARKER. The dredge was at the work before you gave them the contract.

Mr. PUGSLEY. On its way to St. John, the dredge stopped as I had recommended. Why should it not stop, it was arranged with the responsible head of the department that it should. They notified the engineer that they were ready to go to work and they went to work upon the arrangement I have mentioned. That was a fair and reasonable and businesslike arrangement. It is one only come to in cases of urgency. It would not have been come to, under these circumstances, but for the fact that this dredge was brought down and passed this very spot, and, on account of the urgency, it was not unreasonable to give it the work temporarily. What should I have done?