COMPLETE VINDICATION OF HON. WM. PUGSLEY

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when he made the statement that he had two affidavits, the one of October 12, 1908, and the other of March, 1909. The hon. gentleman made that statement to the house. He acquiesced in the question which I put to him. I put the question distinctly to my hon. friend as to whether he had the two affidavits in his possession, the one of October 12, 1908, and the one of March, 1909, and my hon. friend assented to that and led me to believe that he intended to lay the original affidavit, with the figures 1907, upon the table of the house.

Mr. Daniel—Dr. Pugsley holds in his hand both of these affidavits.

Mr. Pugsley—There is only one affidavit e.

r. Daniel—He holds in his hands the avit solemnly declared to on October nd also on March 24.

Pugsley—Mr. Speaker, it may be my hon. friend is not aware of the ement which he is making, but he has forwarded to me one declaration, and declaration contains, it is true, two its, but it only professes to be an affi- it giving the date as 1905. Now, what I thought my hon. friend had, and what I wanted to have laid upon the table of the house, and what I made numerous inquiries about—inquiries through my solicitor of the premier of the province of New Brunswick, who is the attorney-general of that province, and who read that false affidavit before that public meeting; who read that affidavit and read it, I believe, with the intention of influencing the people who were present at that meeting, and had it circulated broadcast throughout Canada in the morning papers following that meeting, so as to make the people of this country believe and intending to make them wrongfully believe——

Mr. Daniel—Mr. Speaker——

Some hon. members—Order; sit down.

Mr. Pugsley—That I, as a minister of the crown, that I as minister of public works of Canada——

Mr. Daniel—Mr. Speaker, I rise to a point of order.

Dr. Daniel then gave a different version of what had occurred at the St. John meeting and the speaker declared it was no point of order.

Mr. Pugsley—Now, Mr. Speaker, I want to call your attention to an extraordinary feature of this declaration and which I think will cause you to regard with considerable astonishment the remark which has been made that there was no intention of leading the people to believe that I had received this money while minister of public works in the year 1907. I find that this affidavit, which it has been said, has been corrected, contains now the year 1905, the figure five being inserted in ink and, I presume, it is written over the figure seven which was in typewriting. In the original affidavit it says that "on the 5th of October, 1907, I—that is Mr. Mayes received a telephonic message from Dr. Pugsley asking me to call and see him next day, which I did,"—and, sir, after this affidavit being reworn to this alteration from the year 1907 to 1905 is installed "W. H. P." October 19, 1908. So, sir, Mr. Speaker, we have this admittedly false affidavit sworn to by Mr. Mayes on October 12, 1908, an affidavit which I was seeking for, which my solicitor had demanded not only from Mr. ——, the premier of the province, who read that false affidavit at that meeting, as I was informed. We asked them for the original affidavit. We find it kept concealed, no attempt made to correct it and not until October 24, 1908, is it corrected by Mayes and reworn to by him. Now, then, there is another important matter to which I would like to call your attention, and to which I would like to call to the attention of the hon. member for St. John because he professes to have great pain that he is compelled to bring this matter before parliament. Let me ask him, if he was at that meeting and he knew that the date of 1907 was wrong and that it should be 1905 what he thought next morning when he saw in the Daily Standard and in other St. John papers the statement that I had received this money in 1907 when I was minister of public works. What did he think of the editorials which charged that as a minister of the crown I had prostituted my office and received these moneys from a contractor under my department?

Mr. Daniel—The minister of public works has asked me what I thought when I saw in all the press that mentioned it that the date was 1907. What I thought was that the reporters who were present at the meeting failed lamentably in doing their duty.

Mr. Pugsley—Then, Mr. Speaker, let me ask my honorable friend as the candidate of the Conservative party in the city of St. John, as the candidate in whose interest this affidavit was read, as the candidate on whose behalf the Conservative party had taken to its bosom this self-confessed boodler, according to his own statement, Gershon S. Mayes, and upon whose friendship and support they were relying, what he did to let the public know, to let the evening papers know that the affidavit was wrong and that so far from my receiving this money as minister of public works I had simply received a letter from Gershon S. Mayes who was my client some two years before I became a M. P. What does he think of the fact that from the night that the affidavit was read, an affidavit which put me in a most fortunate position in the minds of thousands of people in this country, because that affidavit was calculated to shock the people of Canada, because it was a startling statement that a minister of the crown, the minister of public works, had taken moneys from a contractor who had had dealings with his department and with whom it was his solemn duty to deal, imply from the standpoint of the public interest, no effort was made to make a correction. What does my hon. friend think of the failure of duty upon the part of Mr. Hazen and upon the part of himself with regard to this matter? What does my hon. friend think of the fact that from the night that this affidavit was submitted to the meeting up to the day of the election, neither my hon. friend nor Mr. Hazen ever expressed the slightest regret for the great wrong which had been done me? My hon. friend has made the statement that Mr. Mayes immediately corrected this error. When did he do it? Mr. Boyce—On Oct. 13, 1908.

Mr. Pugsley—I will tell my hon. friend when he did it. He did it upon the evening of Oct. 13, and how did he do it? He wrote a letter and that is the only way in which he did it. He did not do it by letter to the public press and my hon. friend did not do it by letter to the public press.

Mr. Boyce—Why did the hon. gentleman not do it?

Mr. Pugsley—In the evening papers of October 13 there appeared my denial of the—There appeared my statement that this took place not in 1907 but in 1905. In the evening papers, sir, I referred, not in mild language, to what had taken place. I referred in language which under other circumstances might have been considered harsh to this matter. I denounced the man who had made the affidavit as an infamous liar and I denounced the men who had availed themselves of his services in as strong terms as I was able to summon. My denial of this statement and my denunciation of this man appeared in the evening papers of the 13th of October and it was then and not till then that Mr. Mayes wrote me a letter stating that he had observed in the evening papers the statement which I had made and he wrote me a letter to express his regrets that the date had been given as 1907 instead of 1905. He said that the error as to the date was the error of a typewriter. Does it not strike you as strange that these newspaper reporters should have fallen into the same lamentable error as the typewriter? These newspaper men were not typewriters and were supposed to have taken down what was said at that public meeting, and it was very singular that they should have fallen into the same error. The error was stated afterwards to have been a typographical one, but is it not equally singular that every Conservative newspaper from the Atlantic to the Pacific should have been guilty of the same typographical error?

I have another reason for charging the people in St. John who had to do with the preparation of this affidavit, of having deliberately gone to work with the intention of inducing the public to believe that I had received these moneys in 1907, when I was minister of public works. There is strong and clear evidence of that contained in a paragraph in the affidavit referred to in the motion before the house; and I wish now to denounce that paragraph as absolutely false and concocted for the purpose of inducing the people to believe that I had been guilty of a corrupt act as minister of the crown. This is what the paragraph states:

"He (Mr. Pugsley) said, Mr. Mayes you see it will be nice to have some one who could do something for you while in Ottawa, there was always something to be done."

What is implied by that? It is implied that I was then a minister at Ottawa, and that being at Ottawa, I would be able to confer services on Mr. Mayes, and they weave the whole thing together and put it into 1907, and it is difficult for me, it is impossible to believe that it was not done deliberately with that intent. Is it not strange that if it was a mere mistake the date should have been put forward two years? Is it not strange that the date should have been put forward from a period when, as solicitor for Mr. Mayes, it would have been perfectly right for me to receive money from him, to a time when, as member of parliament and minister of the crown, it would have been criminal for me to receive money from him, when to have done so would have made me guilty of grave public wrong? Is it not strange that such a mistake should have occurred and be attributed to an error of a typewriter in the one case and to a typographical error in the other? And I here denounce the statement as absolutely false and declare that I never made any such statement to Mr. Mayes.

Let me further say that in former years I had been solicitor and counsel for Mr. Mayes in important legal proceedings and that he was indebted to me in a very considerable sum of money. It is true that I asked him for some money on account of these professional services and that I accepted his note, which was perfectly right and proper. What was there in 1905, when I was not a member of this house and when I was solicitor for Mr. Mayes, and had been for years acting for him in my professional capacity as such, to prevent me taking his note for $2,000 in payment of such services?

In the affidavit there is another statement equally false and unfounded, and that is the statement that upon one occasion I declined to pay him any money unless he settled with Mr. McAvity. I denounce that statement as absolutely without foundation. In the summer of 1908 I received from Mr. McAvity a telegram stating that he was interested in the contract with Mr. Mayes, that there was money due him, and asking if I could not retain these moneys until a settlement could be come to between them. Of the relation between Mr. McAvity and Mr. Mayes I knew nothing. Whether they were partners or not I knew not. I had not the slightest intimation as to what were the relations between them or what agreement they had together, but on receipt of that telegram I understood that they were in some way interested together. I then communicated with Mr. Mayes and called his attention to the fact that Mr. McAvity had said he was interested in the contract and had asked me to delay payment until they could arrange matters. That is not an unusual thing for the department to do. It is not unusual for the department to receive information of a dispute between the partners and to be asked to delay settlement on that account.

Mr. Foster—Were they partners?

Mr. Pugsley—I do not know, but I assume they were. Mr. Mayes himself makes the statement that he requested Mr. McAvity to put in $20,000 or $30,000. I assumed that they were partners, but what their actual relations were I had no knowledge, not having been informed by either of them, and that was a matter with which I had nothing to do.

Mr. Pugsley said that it was true that Mr. Mayes had written to him on Aug. 22, 1908, complaining there had been withholding of payments. Two days after receiving this letter Dr. Pugsley replied criticizing Mayes for the way he was trying to force the government to buy his dredge, denying that there had been an unproper withholding of payments, and stating that the differences between Mayes and McAvity were matters of supreme indifference to him. The ground of complaint which Mayes formerly made, said Dr. Pugsley, and one of the things which I suppose induced him to go from step to step, first asking me to buy his dredge, then asking me to recognize claims which he was making against the department, and when he found he could not succeed in that, making threats of what he would do in the way of exposure, and finally making this affidavit in the hope of injuring me and the Liberal party.

Let me say that from beginning to end Mr. Mayes was constantly claiming favors from the department. After I became minister he sought to have his contract, which he said he was willing to have carried out at fifty cents, raised to ninety cents, claiming that it was fairly worth that; he wanted to have an allowance made for boulders of $19.60 instead of $8.60. And you will see in the records brought down—letters and telegrams from him—and I have in my possession letters and telegrams from Mr. McAvity asking me to grant certain favors. And if you look over the correspondence from beginning to end, read it line by line, you will not find anything to show that I treated Mr. McAvity or Mr. Mayes as if they had the slightest claim upon my friendship or upon my consideration, but in all cases I discharged my public duty and held Mr. Mayes to the contract—absolute performance of the contract which he had with the public works department. Surely that is of some importance when this house is considering whether or not there should be an investigation.

Let me say to Dr. Daniel that if he can find any of the correspondence brought down—which no doubt he has perused with the utmost care—any affidavit of Mr. Mayes or any words upon which he can feel that a charge can be properly be made against me, as minister of public works, I invite him to make that charge. And let me say that that is the proper and manly course to pursue. It is neither manly, in my judgment, nor is it honorable, nor is it conduct to be expected of a public man, that he should, upon mere insinuations, destroy the character of their opponents when they are not prepared to take the responsibility of submitting definite charges for investigation by parliament.

Mr. Daniel—I think the minister is going rather beyond the limit when he accuses me of taking an unmanly course and a dishonorable course. I would ask the minister to take those words back.

Mr. Pugsley—I could not by any possibility withdraw that statement.

Mr. Daniel—My point of order is that the minister says I have been making insinuations against his character. I have made no insinuations and I ask him to withdraw that statement.

Mr. Pugsley—If Dr. Daniel says he did not insinuate anything against me I accept his statement.

Mr. Daniel—The hon. minister (Pugsley) and every member of the house knows very well that I never insinuated anything. Every member of the house knows that any insinuations or charges against him have been made by Mr. Gershon S. Mayes on oath.

Mr. Pugsley—Then, I understand that my hon. friend did not make any insinuations against me?

Mr. Daniel—Yes.

Mr. Pugsley—He certainly has not made any charges against me, but he has intimated in language pretty clear and plain that Sir Wilfrid Laurier ought to accept my resignation as a minister of the crown. And yet my hon. friend says that he has made no insinuations against the minister. Might I ask my hon. friend when he comes to think over it, whether there is not an insinuation contained in that suggestion of his that the prime minister should ask me to resign? Let me ask that if a member of parliament desires to have a minister's conduct investigated, if he thinks the minister has been guilty of any wrongdoing, then it is not only the proper and manly course, but the parliamentary course, the course which appeals to the good judgment of all decent men, that he should have the courage to prefer his charge before the house and undertake the responsibility of producing ground for his charges. That is a fair course to take towards a minister.

Now, Mr. Speaker, I want to call attention to some further false statements in the affidavit or declaration. It makes the statement that he was informed that he was the only tenderer upon both occasions, and my hon. friend in fathering that affidavit is making himself responsible——

Mr. Daniel—I wish to correct the hon. minister. I am not the father of that affidavit.

Mr. Pugsley—Well, I am sure the hon. gentleman is not the stepfather.

Mr. Northrup—Perhaps he is the dry nurse.

Mr. Pugsley—That may be—at all events my hon. friend does assume a certain responsibility, in fact a large measure of responsibility for any affidavit which he submits to this house. Now, no member of parliament should allow people lightly to make affidavits, take them up and read them to this house where they reflect upon the character of either private citizens or members of parliament. Therefore, when a member of this house does read to parliament an affidavit and asks parliament to take certain action upon it, it ought to be a guarantee that he has made some inquiries to satisfy himself as to the truth of the statements which are there made. Now, what has my hon. friend done? He has read to this house, in the first place, an affidavit which it is admitted, at the time it was read to the public meeting, contained a false statement of a most material character, which continued to contain that false statement down to the 24th of March of the present year, an affidavit which neither Mr. Hazen nor anybody else could alter except Mr. Mayes himself by taking it back and going before the notary before whom it was sworn and correcting and reswearing to it. He has read here an affidavit which states that Mr. Mayes was the only tenderer on both occasions. Yet my hon. friend knew from the statement which was brought down to this house upon both occasions there were two tenderers and that Mayes was the lowest. Now what does my hon. friend think of that? Does he think that is honorable and fair?

Mr. Daniel—I will tell the hon. gentleman what I think of it. If he will recollect what was stated in that affidavit with regard to that matter, Mr. Mayes says that he was informed months afterwards.

Some hon. members—Oh, oh.

Mr. Daniel—He does not state that he was the only tenderer. He says that he heard months afterwards that he was the only tenderer.

Mr. Pugsley—If it had not been that we had the information from the department before this house, would anybody suppose for a moment but that Mr. Mayes was the only tenderer? Would anybody suppose for a moment but that he intended to convey the impression that he was the only tenderer and had got his contract at his own price, and that without any further tenders being received, Mr. Hyman, the then minister of public works, had awarded him this contract—without having any other tenders between which and his a comparison could be made? Surely the position which my hon. friend has taken in reading this affidavit is very different from the actual position. He puts it forward in this affidavit as if on each occasion there had been no other tenderers and this arrangement had been made between him and the minister of public works. Surely the position is very different when you find early in the summer of 1905 that there were tenders called for, and the specifications contained the condition that the dredge tenderer should own a dredge registered at the time in Canada, and when you find that there were two tenders received, that the tender of Mr. Mayes for ordinary material was 40 cents per cubic yard, and the next tender, which was that of M. J. Haney and Roger Miller, Toronto, who were prepared to comply with the conditions and which named the price $1.25 per cubic yard. There you have experienced contractors, the firm of Haney & Miller, of Toronto, tendering to do this work at the price of $1.25 per yard for ordinary material. Now, at that time if the minister of public works had chosen to waive the condition with regard to dredges and given the contract to Mr. Mayes, there being that great difference between them, I suppose possibly he could have done so, but it would not have been a fair discharge of his duty as minister of public works, because in asking for tenders he had attached the condition, the result of which had only led to two tenders of parties who were prepared to comply with the conditions, and that was for a price considerably higher than the minister of public works thought the work was fairly worth.

Now then, did he do the right thing in calling again for tenders? I submit that he did. He found that the only firm which was prepared to tender for this work and which had a dredge registered in Canada and at a price which he thought in the public interest he ought not to pay, or ought not to pay because he thought the price was excessive, and he called again for new tenders. That, it seems to me, was what was his duty to do.

So far as the affidavit shows, so far as any statement my hon. friend has made to the house shows, that up to that time at all events in calling for new tenders there was nothing which could be impugned in the conduct of the minister of public works or of the officials of the department. Now, he called again for new tenders, and upon the second occasion it is not true, as Mr. Mayes suggests, that he was the only tenderer.

Again tenders were received from Messrs. Haney and Miller, of Toronto, and also from Mr. Mayes, and upon this occasion Mr. Mayes altered his tender to 55 cents a cubic yard on dry but decreased it on rock. For one class of work he reduced his tender by 20 cents and for other materials he increased it by six cents. When the tenders were opened it was found that the tender of Haney & Miller was $3.75 per cubic yard for materials of class 1 and $1 per cubic yard for material of class 2. Thus, there was a difference of 45 cents per cubic yard between the tender of Mr. Mayes and the tender of Haney & Miller. In the face of the departmental record, in the face of the fact that there were these two tenders, I ask what justification can be given by Dr. Daniel for reading to this house an affidavit which would lead the members of this house and the people of Canada to believe that no tender was submitted upon the second occasion but the tender of Gershon S. Mayes?

Mr. Sproule—Was the specification the same on each occasion when tenders were called for?

Mr. Pugsley—The tenders in both cases were the same except that, when they were called for early in the summer, a provision was inserted that the tenderer must have a dredge registered in Canada and when they were called for in September that specification was omitted. In all other respects the tenders were the same. No tenders could be got for the work with that provision in, as the tender of Haney & Miller had shown, but in order to meet competition when that condition was done away with, Haney & Miller, who are very experienced contractors, tendered at the price of $1.00 a yard and the tender of Mr. Mayes was fifty-five cents a yard. I ask what was the duty of the minister of public works. He invited new tenders by public advertisements in the various newspapers which would come to the notice of contractors. Two tenders were put in, one from an experienced firm at $1.00 for ordinary material, and the other from Mayes at fifty-five cents for the same class of material. What was the duty of the minister? Was it not to accept the lowest tender? My friend will say that having invited new tenders it was the duty of the minister of public works to go to Mr. Mayes and say: "Why, you tendered before at forty-nine cents, although now in response to a public advertisement, although you are the lowest tenderer, although you are forty-five cents per cubic yard below the next tenderer, a firm of experienced contractors, yet I will not give you this contract on your tender, you must come down to the lowest price." Was it the duty of the minister of public works to do that? I do not think so. Bear in mind that Mr. Mayes in this extraordinary affair prepared, and, under extraordinary circumstances, on the evening of a general election, when there would be a desire to put forth everything which could be put forward an affidavit in order to injure the Liberal party.

Nowhere does he venture to insinuate that Mr. Hyman was informed of Mr. Mayes' readiness to tender at fifty-five cents per cubic yard. Nor does he venture to insinuate that he ever intimated to Mr. Hyman that he would accept less than fifty-five cents per cubic yard. All he says is that he went to Mr. Hyman and asked if he could have this latter quantity, because he said he was going to buy a dredge in the United States which cost a large sum of money, and he wanted to be sure of a large contract, which was not unreasonable. What did Mr. Hyman say, according to Mr. Mayes' own statement? Mr. Hyman immediately said: You will get such a quantity, provided you are the lowest tenderer. That is all. He happened to be the lowest tenderer, and he got the contract at his price of fifty-five cents per cubic yard. Surely it is important, when the house comes to consider whether or not this resolution shall be passed and this committee of enquiry given, whether or not in this whole transaction, from the beginning to the end, there is anything reflecting upon the conduct of the minister of public works, either the previous minister or myself since I have had charge of the department.

I say that so far as Mr. Hyman is concerned there is not a particle of evidence, and there is not even a suggestion that he swerved one iota from the duty which he was sworn to perform. What does my honored friend ask? He asked that without a particle of evidence, without a charge, without even an insinuation so far as Mr. Hyman is concerned, a committee of this house should be solemnly appointed in order to enquire as to whether or not Mr. Hyman did his duty as minister of public works. Sir, Mr. Hyman is not here to answer for himself, but I would be sorry as one member of this house to be a party to the appointing of a committee to investigate the conduct of a former minister of the crown, who is not now a member of parliament, without some member at least having ventured to make some suggestion against his conduct.

Mr. Lennox—What about the present minister?

Mr. Pugsley—My honored friend will hear about the present minister bye and bye. I am speaking now with regard to the late minister, because when this house is asked to appoint a committee to investigate the awarding of this dredging contract it is not to investigate any charge against me, but to investigate the conduct of a gentleman who formerly occupied the position which I have now the honor to fill; it is to investigate the conduct of Mr. Hyman when he was minister of public works, and I can appeal to these gentlemen who knew Mr. Hyman, who knew how well he performed his duties as minister, to say whether or not some charge, or some statement, or some evidence, or some fact, must not be presented to this house before a committee should be appointed to inquire into his conduct as minister of public works in connection with the awarding of this contract.

There is, as I have said, no pretense upon the part of Mr. Mayes that he had any improper communication with Mr. Hyman, there is no pretence upon Mr. Mayes' part that Mr. McAvity had any improper communication with Mr. Hyman; and with the evidence, as I have said, all the one way, the evidence that tenders were invited in the ordinary public way by public advertisement, that the tenders were received in the ordinary way, and that the contract was awarded to the lowest tenderer, it does seem to me that, so far as Mr. Hyman and his conduct in connection with the awarding of this contract are concerned, there is nothing to lead in any way to the suspicion that he did not act in an entirely proper manner and entirely in the public interest. Does my honorable friend suggest that Mr. McAvity and Mr. Mayes were informed of what was the tender of Haney & Miller?

Mr. Daniel—Not at all, not at all.

Dr. Pugsley—It comes to this, that my honorable friend admits that there was no collusion between Mr. McAvity and Mr. Mayes and the minister.

Mr. Daniel—I admit nothing more than I have stated.

Dr. Pugsley—My honorable friend must admit that Mr. McAvity and Mr. Mayes had no information as to what was the amount of the next tender, and, that being so, they simply put in their tender at fifty-five cents per cubic yard and they took their chance of that being the lowest tender. And, Mr. Speaker, the very fact that there was a difference of forty-five cents per cubic yard between their tender, which was the lowest, and Messrs. Haney & Miller, who were next to them, is the very strongest evidence of the fact that there was no collusion. Then, there was the other fact that the tender of Mr. Mayes on boulders was reduced by thirty cents per cubic yard as it was, as compared with what it was under the first tender, and that there was also a change made by Haney & Miller in the price they asked for boulders, as well as in the price which they were asking for ordinary material. But everything connected with the letting of the contract in the departmental records, and everything which Mr. Mayes has stated, is absolutely consistent with the fact so far as the minister was concerned, and so far as the officials of the department were concerned, that everything was regular and proper. And yet, Sir, we are asked, under these circumstances, to investigate the conduct of a former minister of the crown in awarding this contract in a regular and proper manner to Mr. Mayes.

Let me say this to my honorable friend: I say it as a lawyer; I say it as one who has had very considerable experience. I have seen the question asked in the newspapers: Why does not the crown proceed against Mr. McAvity? Let me say, Sir, that if the crown could proceed against anybody it would not be against Mr. McAvity, but it would be against that bosom friend of the member for St. John, Gershon S. Mayes.

Mr. Daniel—I want to say, Mr. Speaker—

Some honorable members—Here! Order!

Dr. Pugsley—Because, Sir, it was to Mr. Gershon S. Mayes this money was paid. The crown had no contract with Mr. George McAvity. The crown paid no moneys to Mr. George McAvity, and the crown would have no case and no claim for any kind or description against Mr. George McAvity. Now, my honorable friend (Daniel) is solicitous for this inquiry in order to see whether the crown has a claim. Let me tell my honorable friend that if it is true, as he says, that Mr. Mayes and Mr. McAvity had no knowledge of what was the next tender; if it is true, as will appear from all the evidence and all the facts we have before us, that there was no collusion between them and the department, that there was no irregularity in the letting of the contract, let me say that the crown could have no action against Mr. Gershon S. Mayes. The only ground upon which an action could be founded was that there was collusion. Suppose two people are about tendering for work with any department, and one of them says to his partner: "Now, I control this matter and I am willing for myself to do this work at a certain figure;" and the other partner says: "No, we can get more for that. I do not think there is anybody else in the country who will do it for the low figure at which you think you are tendering and we are perfectly safe at tendering at the larger figure," and a tender is put in and it is dealt with in a proper manner and upon the advice of the officers of the department, and the contract is awarded, and the crown discovers afterwards that one of the partners who might have controlled it would have been quite willing to put in a tender for a smaller amount, could the crown turn around and bring an action against the firm to recover back the money which it might have saved? Now, in the absence of collusion that is exactly the case here. My honorable friend (Daniel) says that Mr. George McAvity became interested with Mr. Mayes in this contract and if it had not been for Mr. George McAvity Mr. Mayes would have tendered for a lesser figure. But Mr. Mayes did not tender for a lesser figure, and he did not tell the minister that he was willing to do the work for a lesser sum.

Mr. Daniel—He did tender and he could not get the contract.

Dr. Pugsley—My hon. friend need not have brought that in, because it has no bearing of the point. He tendered some months before.

Mr. Daniel—Exactly for the same work?

Dr. Pugsley—That was under another call for tenders, and at that time he had not a dredge and the contract could not be awarded to him, and so far as the minister of public works could know he might have changed his mind a thousand times between June and September. He might have ascertained in the interim that the work was more difficult than he anticipated, and the minister would know nothing about it. The point I make is that his tender being put in in the regular way in response to a public call for tenders, his tender having been accepted by the minister in good faith, I care not how much he may have paid Mr. George McAvity, the crown has no claim against Mr. Gershon S. Mayes for one dollar of the money which was paid under that contract. And my hon. friend might as well face it first as last, that the only ground upon which any claim could be made by the crown against either Mr. McAvity or Mr. Mayes is that there was collusion between them and the department, that there was fraud upon the part of the late minister of public works, that they conspired to enable to get the contract in default of the public and against the public interest. That is the only ground upon which a claim could be made and if my hon. friend (Daniel) wants to see whether this money can be recovered let him have the courage to say that the Hon. Charles S. Hyman while a member of this house and while minister of public works was guilty of this fraudulent act and that he was a party to this money having been taken from the public treasury.

Mr. Daniel—Will the minister say whether in his opinion that was a legal connection between Mayes and McAvity.

Mr. Pugsley—I would not be at all adverse to giving an opinion to my hon. friend on that question if it were at all before the house but that is a question between Mr. McAvity and Mr. Mayes.

Mr. Daniel—And the minister, too.

Mr. Pugsley—I would say this to my hon. friend and I won't charge him anything for this opinion.

Mr. Daniel—That is a very unusual thing.

Mr. Pugsley—I understand that Mr. Mayes has sued Mr. McAvity and why? Because Mr. McAvity did not get any favors from the department of public works.

Mr. Daniel—I would consider that a good cause for action because the understanding on which Mr. McAvity went into the agreement was that he would get favors.

Mr. Pugsley—And my hon. friend (Daniel) has actually read to this house a letter—he has actually fathered this letter, too—in which Mr. Gershon S. Mayes complains of Mr. George McAvity that he has not succeeded in getting favors from the department of public works. And that is the ground upon which just a few days before the election, almost simultaneously with the reading of this affidavit—and let me say, sir, that the people of St. John accepted it at its true worth, and let me say, Mr. Speaker, the people of the whole province of New Brunswick accepted it at its true value.

While we bad in that province a splendid cause to fight for, and while we had most acceptable candidates in every county in the province, yet I am almost inclined to think that some small measure of the success which we achieved in that contest was owing to the unfair tactics of our opponents, was owing to their determination shown, week after week, to resort to all kinds of slander, to hesitate at nothing in order to achieve success, winding up with the reading by the premier of the province of this false affidavit at the great Conservative meeting in the city of St. John.

Continuing after 6 o'clock, Dr. Pugsley recalled to the house the answer given at the polls by the people of New Brunswick to the Conservative attacks, of which the Mayes affidavit was one. He said that neither in 1905 or at any other time had he any interest in or received any benefit from the Mayes contract, though, when minister of public works, both Mayes and McAvity had come to him for favors in regard to the contract, he had held them to the strict letter of their agreement and had not let friendship or any other consideration influence his conduct as a minister.

There was no truth in the report that money due had been held back from Mayes for political reasons. Five thousand dollars was held to compel Mayes to carry out his contract and remove boulders which he had left on the site of his dredging. More than this amount should have been held had the department been aware of the number of boulders which Mayes had actually left, and which the department had to remove at considerable expense.

It was not true that Mayes was eager to go on with the contract at forty-nine cents or even at fifty cents; in fact he had applied in November, 1907, to have the contract cancelled and a new one entered into which would give him more pay for boulder work. That friendship for Mayes or McAvity did not influence the department was shown by the fact that in October, 1907, Mayes refused to carry out the work according to the directions of the engineers, and Dr. Pugsley wired Engineer Scammell to have the work carried out according to the directions of the chief engineer, which meant that he was to carry out the contract.

Mayes had tried to get $19.60 for boulder work instead of his contract price of $8. That was refused. Finding that he could not get favors but had to carry out the contract, Mayes had tried to sell his dredge to the department for $150,000 and had threatened to make damaging disclosures if it were not purchased. He was met by a refusal. He had shown to a prominent Liberal, Mr. Osman, a photograph of a promissory note for $2,000 in favor of Dr. Pugsley, and had given the impression that the note was made after Dr. Pugsley had become minister of public works and that he would make the matter public unless he got $150,000 for his dredge, but that if he got the price he would give $20,000 to the Liberal campaign fund. Mr. Osman had been greatly disturbed until Dr. Pugsley had assured him that the note was made in 1905 before he was minister of public works and was for legal services.

J. B. M. Baxter, vice-president of the Conservative Association of St. John, had been retained by Mr. Mayes and had pressed the offer of Mayes to sell the dredge. Dr. Pugsley read a letter which he had written in reply to a telegram from Mr. Baxter in which Dr. Pugsley refused to buy the Mayes dredge, because the chief superintendent of dredging had reported that Mayes was asking more for it than it was worth.

Dr. Pugsley challenged anyone to show that he had deviated a hair from his duty or had given any favor to Mayes or McAvity.

Now, Mr. Mayes having tried first by suggesting that there would be a contribution to the campaign fund, a suggestion which did not succeed because I suppose we did not require any campaign fund; at all events, sir, we did not require any campaign fund to be contributed to by Mr. Gershon S. Mayes nor by anybody else in return for any favors to him or anyone else having dealings with the government of this country—after he had failed to accomplish his object by these suggestions, and after he had failed by an attempt at blackmail, and after he found that he could not dispose of his dredging plant to the government and could not get his claim settled except in the ordinary way, and get just what he was entitled to get—after he found, too, that he could not get his contracts cancelled, and could not get me to engage to give him a larger amount than he was in justice and by law entitled to, what did he do? He then went to the leader of the Conservative party in New Brunswick and handed him these affidavits for the purpose of having them read at the great Conservative meeting in the city of St. John on the 12th day of October.

That meeting was attended by great Conservative statesmen from other parts of Canada, among whom was Sir James Whitney, the premier of the province of Ontario. I am told, sir, and I believe it is just possible that the reason why Dr. Daniel succeeded in saving his bacon in the election in St. John was that he had at first repudiated all knowledge of this affidavit after it was read. Mr. Mayes handed them this affidavit and they made the most of it before the elections. It did not do them any good then, and I do not think the fathering of it by Dr. Daniel and the reading of it in this house is going to do him and his party very much good now or in the future.

While I was in the provincial arena I endeavored to discharge my duty to the public and when I received the very high honor of being called by the prime minister to take a seat in his cabinet I made up my mind that I would be even more zealous than I ever was before in the public weal.

I have endeavored at all times, Sir, to perform my duties not only as a member of parliament but as minister in what I conceived to be in the best interests of the country, and, let me say that if there is any gentleman on the opposite side of the house, my honorable friend from St. John (Daniel) included, who feels that there is any ground for an attack against me in reference to this contract, or any other, then I say the fair and manly course is to make a charge as to the administration of my department, and let me say also to those Conservative newspapers who are levelling their vile attacks upon me and seeking to injure my reputation and my character, that it would be fair for them to appeal to some gentleman upon the other side of the house to make a direct and specific charge against me so that I may know what I have to answer, so that an enquiry may take place and so that witnesses may be called to the end that we may know whether I am guilty or not guilty of those insinuations which are hurled against me. That, it seems to me is the fair and manly course to take and that it seems to me is but a small measure of the justice which every man in this country is entitled to have meted out to him.

Dr. Pugsley was furiously cheered for five minutes by the Liberals for his splendid speech.

Mr. Crocket declared Dr. Pugsley had not touched the gravamen of the charge which was the bargain between Mayes and McAvity. He also said that the result in New Brunswick was no vindication of Dr. Pugsley but had been accomplished through the purchase of all the daily papers of the province and by aid of a big campaign fund.

Mr. Carvell, of Carleton, declared he felt compelled to say something on the most dastardly attempt ever made in Canada to drive a minister of the crown from public life. Before the last election the Conservatives were so confident that two of them, not now in parliament, boasted that he (Carvell) would never come back, and that not more than two Liberals would come back from New Brunswick. When they got into the campaign and found the sentiment going against them they had to do something and they got the good-looking premier of New Brunswick—and when you have said that you have stated the whole of his virtues—to read the false affidavit of Mayes to a public meeting in St. John.

Under the rules of parliament Mr. Carvell said he was bound to accept Dr. Daniel's statement that on the platform at the St. John meeting Premier Hazen, after reading the date 1907, turned to Mayes and finding the date should have been 1905, so corrected it to the audience. Though bound to accept that statement he was bound to declare that Premier Hazen must have made the explanation in a whisper, for no reporter and no man in the audience heard it. The reading of that affidavit had an effect and the effect was that Dr. Daniel was now sitting in parliament by virtue of a dishonest affidavit. No man in Canada had been hounded as Mr. George McAvity had been hounded by the Conservative party in New Brunswick. However, Mr. McAvity was a man of good character. He was a man whose name would stand high when the names of his traducers had been forgotten. Mr. Carvell declared that he was proud to claim Mr. McAvity as a friend. He defied any one to read the affidavit and find in it that Mr. McAvity had acted any part but that of a business gentleman. The letter of Mayes of August last came perilously near to being blackmail, while the reply of the minister of public works to that letter was one that no guilty man would dare to write. Before Mayes had made his affidavit he had sent one of the officers of the Conservative association with an offer of a bribe of $20,000 to the Liberal campaign fund to induce the minister of public works to buy the Mayes dredge. A man who would play the game Mayes had would not hesitate to go further to draw an affidavit to promote his own interests or injure the minister of public works. The reason that the Conservatives were so violently attacking the minister of public works now was because the local government of New Brunswick was likely to be voted out of office any day. The fact was that the Conservative government there, returned a year ago with a heavy majority, had broken every one of its pledges to both friends and foes, which had gone to the country twice in by-elections and had come back with two black eyes, which dare not open another constituency, whose followers were now seething in rebellion, and to save that government this attack had to be organized to divert attention from the unpopularity of the Hazen government. That was the secret of the attacks on the minister of public works.

Sir Wilfrid Laurier said he could declare himself against the motion with a clear conscience. It was unfortunate that the honor of a minister of the crown had been impunged and it was to be regretted that motions of the character of that made by Dr. Daniel had been offered to the house. In the past there had been charges against ministers of the crown, but on these occasions the member making them had declared that the charge could be sustained by the evidence he could offer. This had been the course followed by Mr. Tarte in 1891.

In the present case no less a person than the premier of New Brunswick had solemnly read an affidavit at a public meeting in St. John and now that affidavit had, with an amendment, been read in parliament. But would the man who had read them, Dr. Daniel, dare say he was credibly informed that the accusations in the affidavit could be substantiated? No, Dr. Daniel would not take that responsibility. Even while he held the affidavits in his hands, Dr. Daniel had not sufficient faith in their contents to declare that the statements were true or that they could be substantiated.

The affidavits contained the sworn statements of a self-confessed boodler. What credence could the house place in the charges of a man who could not make charges against another without at the same time accusing himself? What confidence could they place in the charges of a man who at the same time declared his own wrong-doing? Could the house consider a charge against one of its members from such a contaminated source?

Mayes said that he had made a compact with Mr. McAvity and had paid the minister of public works $2,000. This the minister of public works denied. Dr. Pugsley had admitted that he had been paid fees for legal services by Mayes before becoming a member of parliament. Mayes said that the payment was for political services. However, common sense had to be applied. Mayes would not pay $2,000 unless he got a return. There did not appear to have been a return. Mayes got his contract in open competition and had been compelled to carry that contract out.

It was on record that Mayes had tried to hold up the department for the purchase of his dredge and the minister of public works had declined to have anything to do with the improper proposal.

The motion was one of no confidence and we are not disposed to vote no confidence in the minister of public works of whom we are proud. Therefore I will ask the house to refuse the motion of the member for St. John.

The vote was 69 to 100, a government majority of forty.

Hon. Dr. Pugsley refrained from voting.

Hon. Mr. Fielding followed with an eloquent condemnation of the motion and a brilliant defence of the position taken by the minister of public works.

The total number of passengers carried by the railroads in India in 1907 was 305,-$90,000 against 271,000,000 in 1906. The earnings therefrom amounted to $50,150,000, against $45,618,330 in 1908. The third-class passenger traffic amounted to $4,101,-