

Mr. CHURCH: I was paired with the hon. member for Jacques-Cartier (Mr. Rheaume); Had I voted, I would have voted for the subamendment.

Mr. QUINN: I was paired with the hon. member for Willow Bunch (Mr. Donnelly). Had I voted, I would have voted for the subamendment and against the amendment.

Mr. TOBIN: I was paired with the hon. member for Toronto-Scarborough (Mr. Harris). Had I voted, I would have voted against both the subamendment and the amendment.

Motion agreed to and the house went into committee of supply, Mr. Johnston in the chair.

DEPARTMENT OF PUBLIC WORKS

Quebec—harbours and rivers—Cap de la Madeleine—in full and final settlement of the claim of Messrs. Munn & Shea in connection with their contract for wharf extension, \$27,249.25.

Sir GEORGE PERLEY: When we were discussing this item the other evening the minister was asked to make an explanation. It had been suggested that the department had given contracts to people who did not intend to carry them out at the price named in the contract, as they expected to receive payment for extras. Some hon. members were of the opinion that this item proved conclusively that the contract had been taken at a lower figure than it should have been and that this item was to cover payment for extras.

Hon. J. C. ELLIOTT (Minister of Public Works): It is possibly true that the contract was taken at a lower figure than it should have been, but that is not the basis upon which this allowance is being made. The circumstances in connection with this item are unusual. The contract was taken at a price much below the next lowest tenderer, but that of itself would not entitle the contractor to remuneration. This claim is based on three different grounds. First of all, the estimate for ballast was made at \$2 per cubic yard. At the time the tender was made there seemed to be no doubt that the contractor would be able to obtain his ballast at \$2 per cubic yard, but between the time of putting in the tender and the awarding of the contract the Wayagamack Pulp and Paper Company had commenced the construction of a large wharf at Three Rivers and had contracted for the whole available supply of stone at that point. Another quarry had to be opened up and the stone cost the contractor \$1 per cubic yard extra, which made an increase of about

[Mr. Manion.]

\$32,000. They claim also that they were delayed in getting the berth dredged for their crib seats, as previous orders for the dredge had been booked and they had to wait their turn, losing about two months.

As my hon. friend will remember, the fall of 1927, when this work was being carried out, was exceptionally wet. Having failed to get their stone at the former quarry, the quarry which they opened for the supply of ballast stone, near Grondines, thirty miles below the site of the work, was so flooded that they were not able to work it. They were not able to discontinue operations as it would have left the wharf in an unsafe condition, so they had to buy stone at greatly enhanced prices, filling the crib during the winter under adverse conditions, and this made the work expensive. This high water continued until late in 1928. The district engineer states that the contractors' claim in this respect is substantiated by the fact that in 1927 and 1928 the St. Lawrence river level rose and kept at practically spring flood heights during those years. There was considerable damage all over the province and many bridges, railway wharves and roads were washed away. The engineer states further that in the spring of 1928, following the very wet autumn of 1927, the water level was still so high that the wharf and approach to the wharf were flooded to such an extent that they could not get to the wharf with the stone. This meant that the stone in railway cars was subject to demurrage and when unloaded had to be re-handled as it could not be taken to the wharf. The district engineer states that the contractors executed the work as best they could under the adverse conditions, and did all that it was humanly possible to do to proceed with the work in the most economical way.

The report shows that the stone filling between the cribs, on the stated figures given by the company, gives a price of \$3.35 per cubic yard instead of their tender price of \$2, and the engineer considered that the adverse conditions amounted to practically force majeure and recommended the claim for favourable consideration. What was done was this: an estimate was taken; the books were submitted for examination by the officials of the department, and it was found that this work cost the contractors \$54,498.50 more than the amount they received. The recommendation of the local engineer was that in view of the diligence with which they had proceeded and the difficulties with which they had been confronted, and which had increased the cost of the work by this amount,