

a moment's notice—the preparation of materials during the winter, when low wages prevail, had been prevented, and as I have already explained my settlement embraces the waiving of all claims by the Contractors, and holds them bound to complete the non-paying contract work—considerations which had not to be taken into account when Mr. Page reported.

Honorable H.
H. Killaly.
17th May, 1862

14. In establishing the prices of masonry, did you make any deduction for stone obtained by the Contractors from the excavation?—I did not, because by the clause in the Contract entitled "Excavator's Clause" (see page 100,) the Contractors have a right to all such stone as may be found of good quality.

15. Hon. Mr. *Dessaullès*.] Do you know who made the schedules of prices which accompany the Contracts for Parliament and Departmental buildings?—I do not.

16. Have all progress works been suspended since last October?—Yes.

17. Is it not probable that had the system of heating and ventilation which has been applied been adopted before the Contracts were given, the extra or additional works would have been curtailed to a great extent?—Certainly.

18. Did you convince yourself, by your investigations in the matter, that a proper supervision has been exercised over the works from the very beginning, or was the proper system of supervision adopted only after the works had been proceeded with for a certain time?—From the nature of the letter of instructions to me, I felt that the subject of this question was one to which my attention should be turned. Immediately on the works being about to be proceeded with, I find that their supervision was entrusted to the architects, four in number, who were informed that Mr. *John Morris* was appointed general clerk of works, to act under them. In the spring following, three assistant clerks of works were added, and on Mr. *Page's* report (see blue-book, page 232), two measurers were appointed, so that the whole time of the clerks of works might be given to their supervision. On my examination, the entire of this staff was engaged on the works; but I found a state of things existed, which, in my opinion, materially lessened the efficiency of the architect's supervision; I refer to that of the extra works, chiefly connected with the heating and ventilation; the nature of the 5th clause in the Contract, (for which see page 170), had virtually the effect of giving to Mr. *Garth* the direction of all these works, thus superseding the architects. From the numbers and capabilities of the parties engaged, I would consider the system of supervision adopted a proper one, but its efficiency lessened by the cause to which I have referred.

19. Did you consider the reports made by the architects, pages 286 and 303, on the demands of the Contractors before allowing them some of their claims?—The reports referred to were not among the documents submitted to me; but during my investigations, I found from the payments made to the Contractors, that the schedule prices had been in several instances raised, I presume in accordance with those reports,