

**Tendering—
Contract No. 15.**

Fleming gave tenderer to understand that contract 14 would be complete within a given time.

14271. This states that for plans, specifications, approximate quantities, forms of tenders, and other information, application is to be made to the office of the Engineer-in-Chief; was it upon any of these items of information that you were led to believe that contract 14 would be finished within a particular time: there is nothing in the advertisement about it?—No, the advertisement does not state the time; but the engineers—that is, Mr. Fleming, in his Department—gave us to understand that the work would be completed with that year's extension.

14272. Do you mean that that was some verbal statement?—Yes, in conversation. That is all the information given me in the Department.

Extension of time in regard to contract 14 appeared to be kept in the dark.

14273. It was not contained in any of the documents issued by the Department?—No, I did not see it in any document issued by the Department; but it took me some time to find out that the time for the completion of section 14 was extended. It appeared to be kept in the dark that the time for the completion of section 14 was extended.

14274. Do you mean that you made application to any one connected with the Department to ascertain that information, and was refused that information?—I made an application to see Mr. Mackenzie, but Mr. Mackenzie would not receive me; he sent word out that I should see Mr. Trudeau. When I saw Mr. Trudeau I put that question to him, in regard to the completion of section 14. Mr. Trudeau retired and went back to Mr. Mackenzie's office, and came out and said that they would not submit to any date being put to the completion of section 14.

14275. Had you been led to believe, at any time before that, that the Government would put such a condition as that in the contract?—Why, certainly. Whoever would sign a contract without the conditions of the date of finishing section 14, when he made his calculations on 14, because the advertisement itself leads a man to believe that you are going to get possession of 14, as well as 15, to do the work.

14276. What portion of the advertisement?—The whole advertisement itself leads you to understand that that work is to be carried on simultaneously. The tone of the whole advertisement is that you are to finish 14 and 15, and the work to be carried on at the same time.

14277. There is nothing, as I understand you, in the form of specifications or conditions of contracts which were to be furnished to tenderers on this subject?—No, I do not think there is. I would not be positive of it; but I think that I looked very closely into the matter, because I looked upon it, as I stated to you, that I thought section 14 could be made available to complete two-thirds of section 15.

14278. You found afterwards that that was not the intention of the Department?—I do not know whether that was the intention or not, but I found out that they would not do it.

14279. That they would not agree to it?—That they would not agree to do it.

14280. Then you exercised your option not to enter into the contract without that agreement?—I declined to enter into a contract without there was a date put to the completion of section 14 by Sifton, Ward & Co.

14281. That was the sole reason for your tender not obtaining the contract, so far as you know?—That is as far as I know, excepting, as I believe, there was a strong inclination that I would not get any work.

On witness's impression that section 14 would be made available to construct the greater portion of section 15, the Government refused to act.

Refused to enter into contract for section 15 unless a date was fixed on which Sifton, Ward & Co. would have completed section 14.