

Mr. PUGSLEY. The hon. gentleman is entirely mistaken.

Mr. J. HAGGART. Well, then, there is a letter read by my hon. friend from York in which Mr. Osman sends these accounts to the department and asks for the payment of them.

Mr. PUGSLEY. I know my hon. friend is wrong in this—

Mr. J. HAGGART. Let us hear how I am mistaken.

Mr. PUGSLEY. When he says that this work was undertaken by Mr. Osman without the consent of the Department of Public Works.

Mr. J. HAGGART. There is no evidence of the department's consent.

Mr. PUGSLEY. I beg my hon. friend's pardon; there is. It is contained in the copy of a letter from Mr. Osman, which is on file, and which the hon. member for York had the opportunity of reading, but which he did not read. In that letter Mr. Osman asks to be relieved from the duty and that somebody be appointed to take charge of the work. My hon. friend from Lanark perhaps could not be expected to take the trouble to examine that letter. Perhaps he thought that he could rely on the statement made by the hon. member for York.

Mr. CROCKET. So he could.

Mr. PUGSLEY. If he had taken the trouble to read these papers he would have seen the statement that Osman, who had been authorized to take charge of these works, prayed to be relieved of the work and asked that somebody else be appointed to take charge of it.

Mr. J. HAGGART. Will you state another instance in the history of the department in which the owner of a wharf was told to go on with the extension of that wharf, hire labourers and do it at the expense of the government?

Mr. PUGSLEY. There is where my hon. friend has been misled again. My hon. friend treats it as if this extension were on the property of Mr. Osman, that it was work which was being done for Mr. Osman, or for Mr. Osman's company. As to this my hon. friend is entirely mistaken. When I became Minister of Public Works I found these facts: The Albert Manufacturing Company had built a wharf 225 feet in length and 20 feet in width. I found that there had been a petition presented on behalf of the residents of Rock Port, Hard Ledge, Grand Anse and Pink Rock, in Westmorland, representing that this wharf should be extended and that greater accommodation and greater facilities should

be given to the public. I found that petition had been presented by the hon. member for Westmorland, who had urged very strongly that this improvement should be made. Now, then, I determined that I would act upon the request of these petitioners, and I may say that as long ago as 1906 or 1907, before I became Minister of Public Works, there appeared an appropriation in the estimates for this purpose. I decided to carry that out. It was supposed that the cost would be \$13,000 or \$14,000 or \$15,000. Mr. Osman was of the opinion that by making a short extension of some 47 feet the necessary public accommodation would be got, and he suggested that instead of going to the larger expenditure we should make this smaller expenditure. What did we do before we undertook it? I felt that it was not proper that we should make any extension or addition to this wharf unless we had control over it on behalf of the Crown. Mr. Osman, on behalf of the Albert Manufacturing Company, did not feel that they should deed to the Crown, free of charge, this large wharf, 225 feet in length, and in the end this agreement was made. My hon. friend will find it in the copy of papers submitted to the House. What was the agreement? It was that the Albert Manufacturing Company should give to the public a free right of way over this wharf and that the Crown should be entitled to collect wharfage from all vessels except the company's vessels using this wharf, and that, so far as this 225 feet was concerned, the company bound itself for all time to keep that part of the wharf in repair and as a return for that use of their wharf it was agreed that the company should be free from wharfage so far as the government wharf and the old wharf were concerned.

Mr. SPROULE. Is it an agreement of purchase and sale?

Mr. PUGSLEY. It is a very good agreement from the standpoint of the Crown. The result was that instead of paying out any money for the 225 feet of wharf the Crown gets it for nothing; it builds its end as an addition and the public get a free right of way over the other part, which the company keeps in repair, and all the Crown does is to build the extension.

Mr. SPROULE. Was there a conveyance to the Crown or only an agreement of the two parties to the contract that one shall do certain things and the other certain other things?

Mr. PUGSLEY. It is a conveyance of an interest, a free right of way to the public over this wharf.

Mr. CROCKET. A conveyance of a right of way?

Mr. PUGSLEY. Yes.