

Sir CHARLES TUPPER. There is no doubt a great deal of force in what the hon. gentleman has said, and as I said before, we have been inclined to treat Mr. Page's case as an exceptional one. He possesses, in a very eminent degree, as Chief Engineer, the confidence of all parties in this House, and of every person who has come in contact with him.

Mr. BLAKE. Certainly.

Sir CHARLES TUPPER. We were therefore disposed to look with a great degree of favour upon any application of this kind. Having been called upon to perform this service, which was outside of his professional duties—for he was not obliged to act as an arbitrator—and having been weighted with very heavy and responsible duties as Chief Engineer, to which he devoted himself with unceasing assiduity, these extra duties involved the necessity of his devoting extra hours outside of office hours altogether, at home in the evenings, to the investigation of these cases. I think we have saved a large amount of money in these investigations, and I think we have probably got through them at a smaller expense than would have been incurred had they been referred to persons who had not an intimate knowledge of the work. But even that would perhaps be preferable to the adoption of a system which is certainly open to a great deal of objection, as a matter of principle.

Williamsburg—Rapide Plat Division.

238 Compensation to Mrs. Clara S. Holden, Executrix to the estate of the late Mr. James Holden, for a storehouse and rent of same.....	\$660 00
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Sir CHARLES TUPPER. This is a very old story. On the 12th of March, 1849, a lease was granted to Mr. James Holden of part of a wharf at the lower entrance of the Rapide Plat Canal, with the right to build a storehouse immediately in rear of the said wharf. The lease provided that on the Government requiring to retake possession of the wharf, it might do so on giving three months' notice, and that it might acquire possession of the storehouse in question on payment of the cost of materials, with 10 per cent. added, according to valuation. The property appears to have been re-transferred to the Government in the year 1852, and in 1853, £30 was offered to Mr. Holden as compensation for the storehouse. That sum, however, he declined to accept, not having been able to obtain a settlement of other claims he had against the Government, and that building has remained in possession of the Government ever since, but no payment has been made on account thereof. Mr. James Holden is now dead, and his son has recently put in a claim for \$1,350—being \$150, the alleged value of the said building, and \$1,200, thirty years' rent at \$40 a year. The Chief Engineer of Canals recommends to pay to the lawful representative of the late Mr. James Holden the sum of \$660, being \$120 for the storehouse and \$540, the amount of thirty years' rent at \$18 per annum, in full settlement of all claims against the Government in connection with said storehouse.

Mr. BLAKE. I think that statement indicates the utter preposterousness of this demand, with the exception of \$120. Upon the face of the statement, the Government offered thirty years ago to this man the amount they now say his successors ought to receive; but he refused it, because he said he had some other claims upon the Government. But now, after he is dead, it is agreed to pay his widow what he refused, with interest of \$18 a year for all that time. It is absurd, and worse than absurd, that we should be called upon to pay this claim. Besides that, it is a claim against the old Province and not against the Dominion, and he must charge it, if paid, against the old Province of Canada. If the Government offered £30 and the man refused to take it, that should be an end to it.

Mr. BLAKE.

Sir CHARLES TUPPER. The age of a just claim does not bar its claim to payment and it appears the Government offered £30 for the property; it was not paid and we have had the property ever since. Under these circumstances, the Chief Engineer recommended we should settle this claim in full. I have no objection to charging it to the old Province, but do not see how I can collect it.

Mr. BLAKE. If it is a debt now, it is a debt of the old Province, and there is no obligation to pay interest.

Sir CHARLES TUPPER. Had he accepted the money he would not have lost interest.

Mr. BLAKE. But he did not take it, and I have no faith in claims of thirty years standing.

Sir CHARLES TUPPER. We know the facts exist and we have the report of the offer, which was not accepted.

Mr. BLAKE. As I understand it, Mr. Holden merely had the right to claim rent for the materials which were in his storehouse; if he was offered the money and did not take it, and if the executors to-day changed their mind it is quite sufficient to pay them the £30, that is all they should have.

Lachine.

239 To pay John Page, Chief Engineer of Canals, for services as sole arbitrator in the case of Messrs. Williamson, Rodgers & Farrell, contractors for Section 9.....	\$575 00
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CANALS—CHARGEABLE TO INCOME.

Welland.

240 { To purchase a steam pump.....	\$5,000 00
{ Services of Watchmen on canal.....	7,000 00
{ To pay for the damages to the cargo and hull of the schooner <i>St. Andrews</i>	16,555 95
{ To pay for damages to the cargo of the <i>Jennie Graham</i>	19,624 74

Sir CHARLES TUPPER. On the 4th October, 1875, the schooner *St. Andrews*, while passing near Petersburg, struck against the rocky side of the canal, and was injured to such an extent that she sank immediately, her cargo, which consisted of 15,100 bushels of corn, being consequently damaged. The said cargo is insured in the Anchor Insurance Company, who subsequently brought a claim against the Government, which was referred to the official arbitrators for investigation and award. The arbitrators decided, March 3rd, 1883, that the accident was caused by the negligence of the canal employees, the floating fenders being placed in such a position that they afforded no protection:

Award for the cargo.....	\$ 7,383 12
Interest from 4th November, 1875, to 4th May, 1883, at 6 per cent., according to report of arbitrators.....	3,322 40
Mr. McIlwain brought a claim for injuries done to the hull of the vessel; the official arbitrators awarded.....	3,350 00
Interest from 4th October, 1875, to 4th May, 1883, at 6 per cent., according to report of arbitrators.....	1,524 25
Amount of bill of costs to be paid by the Government, the award having been adverse to the Crown.....	868 85
Interest allowed to 4th July, 1883.....	107 33
Total.....	\$16,555 95

Mr. McIlwain's costs have been taxed at \$234.76.

Sir RICHARD CARTWRIGHT. How came it that an accident which occurred in 1875 was not arbitrated upon or proposed to be paid until 1884?

Sir CHARLES TUPPER. These claims are contested; they become the subject of discussion, are continued from year to year, and no doubt the hon. gentleman had this claim pressed on him while he was in the Government.