

Honorable J.
Rose.

The Hon. *John Rose* called in and examined.

22nd May, 1862

46. Hon. Mr. *Dessaulles*.] Before the contracts were signed, were you advised, by some competent man, that they were prepared in such a loose way as to give room to extra works of all kinds, and that some more stringent clauses against such an eventuality than those contained therein should be added?—I have no recollection of any such information having been conveyed; but I will state the mode in which the contracts were prepared. The architects were required to prepare specifications containing the usual conditions applicable to all contracts, and these specifications they were required to submit to the Deputy Commissioner and the permanent officers of the Department of Public Works, in order to see that they embraced all the ordinary conditions. Upon these specifications being settled and approved of by the professional men, the ordinary form of contract was prepared,—a form, I may add, which, I believe, had been approved of, by the previous law officers of the Crown, and had been in use for some years in the department. These specifications and the draft of the contract were, as is the custom, submitted to the contractors, and formed, as I understand, the subject of a good deal of discussion between Mr. *Keefer*, the architects, and the contractors. Some clauses, as well in the specifications as in the contract itself, I was informed, were objected to by the contractors. Finally, the draft contract was submitted to the law officers of the Crown, and under the direction of His Excellency in Council, the law officers were required to settle the form of contract for the works. As so settled and so approved of, and engrossed, it was sent to the Department of Public Works with the Order in Council authorizing or directing its signature. I should add that, on account of the discussion with regard to the contract and specifications, I deemed it proper that the direct responsibility of the law officers of the Crown should be interposed with reference to the conditions, and that the Council itself should settle its terms.

47. Who prepared the schedules? and why were they not applied to the valuation of extra works?—The schedules were prepared originally by the Clerk of Works, the architects, and the Deputy Commissioner. As to their not being applied to extra works, I must refer the committee to correspondence which will be found at pages 250, 251 and 252 of the Blue-Book, especially the memorandum of Mr. *Keefer*, and the letter prepared, under my own direction, addressed to the Chief Engineer, Mr. *Page*, who was then investigating the state of the works; also, to the provision in the contract with reference to extra work at page 97. The only orders for extra work given under this provision of the contract, up to May, 1861, will be found stated in the report made by myself to the Council, upon Mr. *Page's* statement, at page 324 of the Blue-Book.

48. Were you informed, when the ground was broken, to lay the foundations of the Parliament and Departmental Buildings, that the work was so irregular in its shape, that a very large amount of extra work would have to be incurred?—I remember it was stated, when the Contractors were digging the foundation, that at one part they had come to the solid rock, that at another there were either fissures in the rock or