



THE SCHOOL DISPUTE.

As announced in the Times on Saturday evening a deadlock appears to be imminent between the city council and the board of school trustees because the city council refuse to grant any more funds to the school board than will meet the payment of teachers' salaries until November proximo.

The board of school trustees, on the other hand, contend that the schools of the city cannot be maintained at the standard of efficiency deemed proper at any lower expenditure than they set forth in their estimates, submitted to the municipal council at the beginning of the current year.

The board of school trustees shall have power, and it shall be the duty of the board to provide sufficient school accommodations for all children in the district between six and sixteen years of age, inclusive, and for such purposes shall acquire and use land, erect buildings, and purchase or lease land or buildings for school purposes.

In the succeeding section the board is directed to submit estimates on or before the 1st of February in each year, detailing the sums required for ordinary expenses for the current year.

It is provided that any special or extraordinary expenses legally incurred by the board must be submitted by the council for the assent of the ratepayers by-law. Section 28 is explicit upon the limitations of the board as a spending body, and says:

"It shall not be lawful for the board of school trustees to incur any liability beyond the amount provided by such account as at their disposal."

In section 34 of the same chapter the powers of the council as a spending body are made plain. It runs:

THE ROYAL COMMISSION.

With a wisdom for which we can find in our vocabulary no words sufficiently strong to express our admiration, the chief apologist of the Turner government announced to an eagerly expectant public yesterday morning that it would finally refrain, at present, from making any comment upon the proceedings of the royal commission now enquiring into certain expenditures made by the Turner administration.

But as to the promise itself nothing could reflect greater credit upon an organ than the course it has seen fit to adopt. Judging from the evidence so far as it has gone this royal commission is destined to be prolific in sensational disclosures, but as the matter is sub judice, no more of that now.

One thing Victoria seems to lack, and certainly suffers from the want of, public spirit; that pride of citizenship and municipal or communal cohesiveness that make cities strong and great.

It is not to be denied that the city of Victoria is one of the noblest sentiments that animate mankind, and he who cultivates it honors himself. No place can thrive without it; no city ever rose to eminence in any land but by public spirit. Yet, after all, public spirit is its own reward, for all must benefit by its advancement of the city in prosperity.

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THE HOMEWARD RUSH.

The homeward movement from the Yukon gold fields continues unabated. Following closely on the heels of the Danube, which left St. Michaels forty-eight hours before her, the Alpha tied up to the outer wharf about 6 o'clock last evening.

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RETURNING KLONDIKERS CROWD THE ALPHA AND BRING TREASURE FROM THE NORTH.

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ARRESTED IN LIVERPOOL.

Liverpool, Sept. 27.—Detectives awaiting the arrival here this morning of the steamer Vancouver, from Montreal, and upon the landing of her passengers followed a woman who came ashore from the steamer. The officers maintain strict secrecy regarding this person, refusing to give her name or discuss the case, but saying that she is suspected of murder in Canada.

Liverpool, Sept. 27.—State Attorney Samuel Fessenden was seen this afternoon, and asked if he had any information that would confirm the report of arrest at Montreal of the woman known as Dr. Nancy Gullford, of Bridgeport, Conn., who has been arrested in Liverpool, charged with being concerned in the murder of Emma Gill, of Southington, Conn., whose body, cut in several pieces, was found some time ago in the Yellow Mill pond near Bridgeport, Stamford, Conn.

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What Will You Do?

Your Life is Precious, Save It! Paine's Celery Compound Can Restore You.

"I am tired and weary of this dull life of misery and suffering." This is the heart wail of thousands of poor nerves and sleepless heads, who are afflicted with headache, rheumatism, neuralgia, dyspepsia and blood troubles. Such people usually are filled with gloom and despondency, memory fails, and they are often found on the strain of that part that leads to the dark grave.

Have courage, suffering brother and sister! Paine's Celery Compound has cured thousands of cases in the past. It has proved an agent of life to others, and it will certainly do as much for you in this your time of adversity and distress.

What will your decision be, suffering case and death to more fully develop, will you, by the aid of nature's medicine, Paine's Celery Compound, strike just now at the root of your trouble and be made sound, healthy and happy?

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DENMARK.

Queen Louise Passed Surrounded by Members of the Royal Family.

Copenhagen, Sept. 29.—Queen Louise died at 4 o'clock this morning. The end of her bedside were King and Queen of Denmark, Prince and Princess of Wales, Prince and Princess of Denmark, members of the Royal Family, and a large number of courtiers.

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HAOS IN CUBA.

Conditions on the Island Worse Than Ever.

Santiago de Cuba, Sept. 27.—Senor Bizny, one of the largest sugar planters in Cuba, who has returned here from Manzanillo, reports the conditions there to be worse than ever. The insurgents, he asserts, refuse to grant permission for the carrying on of work on the plantations, and the Spanish officials decline to furnish protection to those desiring to work.

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CLINTON CONSTABLE.

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WINNIPEG WIRINGS.

Winnipeg, Sept. 27.—A detachment of marines 25 strong will leave for Victoria on the 30th. About the same time 140 marines will leave Halifax for the Pacific coast on the same train.

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FALL ASSIZES.

Shows the Dates and Places of the Fall Assizes.

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PERFECTLY CURED.

Weak and Low Spirited - Nervous Prostration - Appetite Poor and Could Not Rest.

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A Maiden's Dream.

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METHODIST MISSION BOARD.

List of Appropriations for Work at Home and Abroad.

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THE PEACE C.

French Newspapers Difficulties in Paris.



THE ROYAL COMMISSION

Payments Made to Contractors Which Mr. Gore Refused to Certify

And Which Mr. Martin Disapproved of—Extraordinary Developments at Yesterday's Session.

Monday, Sept. 26, 1898.

Commissioner present pursuant to adjournment at 11 o'clock a.m.; Mr. A. L. Belyea for the crown; no other formal appearance.

William Sinclair Gore, deputy commissioner of lands and works, was called on behalf of the crown, and was examined by Mr. Belyea. The witness produced the original tender of Frederick Adams for certain work in connection with the parliament buildings, and also a certified copy of the contract on Belyea put in the certified copy, the witness not being able to leave the original in court. The contract was certified by the witness, the contract with Frederick Adams was dated the 6th day of December, 1893. A copy of the specifications on which Adams's tender was made, and the original contract with Richard Drake, dated 6th of December, 1893, between Forb's George Vernon, chief commissioner of lands and works, of the first part and Richard Drake of the second part were also produced. The latter document was attached to a bond for the due fulfilment of the contract given by Richard Drake, W. Wilson and W. P. Sayward for the sum of \$12,000, on the 6th day of December, 1893. Mr. Belyea tendered a certified copy of the contract. The bills of quantities in connection with the Drake's contract for plastering and a report of F. M. Rattenbury, the architect, dated December 31, 1897, were also put in.

Q—Look at this Adams contract and explain what are those documents attached to it. A—This is a copy of the architect's last certificate to the executors of F. M. Rattenbury. The Commissioner—What is the date of that? A—July, 1897. This is a memorandum referred to in the footnote at the bottom of the certificate.

By Mr. Belyea—Q—The colored slip, A—Yes. Q—This attached to the Drake contract is what the architect's final certificate dated June 12th, 1898.

Q—Now have you the original voucher for payment to the Adams estate of \$30,000? A—No, I have not the original; I have got a certified copy, certified by the deputy provincial secretary.

Q—Have you the original or certified copy of the voucher for the payment of \$3,414.87? A—Certified voucher. (Voucher dated July 6th, 1898).

Q—What is this attached to that voucher? A—Statement of extra work on plasterer's contract.

Q—This is the claim it is on which this amount of \$3,414.87 is based. This is a matter on which I have no personal knowledge at all; I presume it is.

By Mr. Belyea—Q—Do you produce a copy of the order-in-council referring to the claim of McGregor, Jeeves & Baker? A—Handing counsel paper. Referring to the payment of that \$30,000.

Q—No, the claim of theirs for \$19,000 or nineteen thousand dollars is a matter made some time in June last? This certified copy of certificate by the deputy clerk of the executive council.

A—Yes, (handing counsel paper). Certified copy. (Mr. Belyea tenders it in evidence; dated 20th June, 1898).

Q—Will you tell me what this document is attached to? A—Well, I might better say at once that these orders-in-council I know nothing of; have not read them, but just handed them here as handed to me by the provincial secretary.

Mr. Belyea—There is a memorandum of agreement dated June 1st, 1898, between Her Majesty the Queen in right of her province of British Columbia and represented by the Hon. J. H. Turner and assisted by Messrs. Baker and George Jeeves, of the city of Victoria, called the contractors, of the second part.

The Commissioner—The order-in-council was to carry out that, I suppose?

Mr. Belyea—No, it is an order-in-council authorizing the minister of finance to sign on the part of the government the agreement is for submission to arbitration.

The Commissioner—Submission of what?

Mr. Belyea—Submission of claim, reads as follows: "Whereas certain disputes and differences have arisen between the contractor and the government, the word 'arbitration,' then follows the arbitration agreement.

The Commissioner—Is there reference to a contract in either of those parts? A—Mr. Belyea—No reference your lordship.

The Commissioner—You will have to read these some time or other; there is not much use putting them in unless they are read.

Q—Will you turn to your original specifications, your certificate of quantities on which Adams tendered; looking at this exhibit No. 2, tell me what was the total amount of Adams's tender and what it included? A—The total amount of Adams's tender was \$454,508.31.

Q—For what work was that? A—Included bills Nos. 2, 3 and 4, that is the mason's contract for the masonry of the building, the land registry wing and the printing office wing; 2, 3 and 4 are to be found in this exhibit.

Q—Yes, now tell me what amount was the contract really signed by Adams? A—\$350,000.

Q—Beyond that what deductions were made for what purposes from the tender so as to reduce it to \$350,000? A—The list of deductions is as follows: Marble and fixings same, \$36,948.60; reduction of about eight cents on the foot to cube stone throughout, \$10,000; deduction by bond being omitted, \$15,000; deduction for extension time, \$2,000; deduction on labor sheet, \$1,164.50; deductions to be determined, \$8,498.

Q—Is this the total amount of Adams's tender was \$454,508.31; that is the last? A—And that reduces the tender to \$350,000, does it, for which the contract was signed?

Q—Can you give any explanation of any of those items; for instance there is a deduction for marble; what was done with that; how was it treated afterwards? A—The marble was subsequently purchased by the crown independently of this contract.

Q—Will you explain that item if you can? A—Well, the contractor represented that it would cost him so much more to get bonds for this work and if the government relieved him of getting bonds that he would reduce his tender by that amount.

Q—And the deduction was made and no bond were taken? A—Yes.

Q—The next deduction, explain that? A—Deduction by extension of time, that speaks for itself.

Q—Can you tell me what extension of time was made? A—I don't recollect now.

Q—And the next item? A—Deduction in labor sheet; that is the way that is; the architect might explain that; that is the next one? A—To be deducted, \$8,498.60; that was an amount that was to be determined as the work progressed.

Q—That amount was to be deducted from the original tender in different ways from the work advanced? A—No.

The Commissioner—Q—How do you mean that? A—Well, it required that amount to bring the estimate down to \$350,000, which sum the government did not wish to exceed at that time and the architect was not in a position to say how that sum could be taken off at the moment.

Q—Is it left by the contract to the architect or the architect has powers to omit anything he wishes in this quantity contract.

Mr. Belyea—Q—Looking at the tender, was anything placed in that tender for the heading staircase of the building? A—There was a prime cost sum of \$20,000, which sum was printed on the bill of quantities to cover the heading staircase, but that there was no actual work done, and I suggested to the party presenting it that he had better refer to the chief commissioner for his signature.

Q—In other words, you refused to certify that amount? A—Yes, I refused to certify that amount.

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in making payments to contractors for any work done at that parliament building? A—The work was measured and estimated by the architect, who issued the bills of quantities, and those bills of quantities and those certificates were left with the contractors, for whom I prepared vouchers and certified to them. They were then presented at the treasury for payment.

By the Commissioner—Was McBride Smith in the habit of filling up vouchers for payments on the contracts? A—Yes, I can't say, my lord.

Q—Do you remember any other single instance in which McBride Smith did fill up vouchers for payment on this account? A—Well, I don't recollect any particular instance that I could say.

Q—You don't remember any particular instance, and you say it was not customary? A—Not customary for him to fill up vouchers generally, I presume he did it in this instance with intention to the careful wording of the voucher.

Q—But as to the reason why he was to fill up vouchers? A—I know nothing of that.

By Mr. Belyea—With reference to a sum of \$30,000, you have stated that was presented to you for what purpose was it presented to you? A—For my initial.

The Commissioner—Who presented it to you? A—I don't recollect, I know not the circumstances, I know the fact it was presented.

Q—Had you any conversation with the minister before you put your initials there? A—No.

By Mr. Belyea—At the time it was presented was the signature of G. B. Martin on it? A—No, it was for a large sum of which I know nothing, and I suggested to the party presenting it that he had better refer to the chief commissioner for his signature.

Q—In other words, you refused to certify that amount? A—Yes, I refused to certify that amount.

Q—You refused to certify that amount? A—Yes, I refused to certify that amount.

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Q—Look at this increase to the voucher; this is a statement of extra work done by the contractor; that is also signed, and by whom? A—By Mr. Turner.

Q—In whose handwriting are the deductions from that made? A—Mr. Turner's.

Q—What is the total amount of the claim for extras? A—\$4,347.97.

Q—What are the deductions? A—\$932.80.

Q—Of what two amounts, or does it state there? A—Struck off \$632.80 and compromise on mortar—one-half the extras claimed for mortar being a lower.

Q—When did you first know this payment made to you for those extras? A—Only when I saw it in the paper, \$5,414.

The Commissioner—In whose handwriting is the body of the annexed document? A—No answer.

Mr. Belyea—Do you know in whose handwriting that is? A—No.

Q—You say that was brought to you to sign too as well as the other? A—At the time it was brought to me, I think by Mr. Helmecken, I don't know anything about its accuracy, I can't sign that.

Q—To whom did you refer him? A—I don't refer him to anybody; that was brought to me in my office.

Q—And you would answer the question the same as you did the other as to your knowledge of the reasons, you are not a mason? A—I am entirely ignorant.

Mr. Belyea—In the architect's report of 31st December there are three payments less than the amount of the certificate in May, 1895, and May, 1897; can you explain those items?

The Commissioner—What are you referring to? A—Mr. Belyea—Exhibit No. 5, where the architect gives a summary of the account.

Q—(Continued)—Take the first payment, less amount paid by government without certificate, May, 1895. Do you know anything about that? A—I believe that was the amount advanced to the contractor to be deducted as per arrangement made with them from time to time.

Q—Now there is a second payment of \$5,510.32; do you know anything about that? A—I know nothing about that.

Q—Well, did the architect's certificate in his report of 31st December, 1897, state that the sum of \$5,510.32 was paid to the contractor? A—Yes.

Q—That has reference to the third item of \$54,787. A—Yes.

Q—Did you see any of the architect's measurements when you were measuring the amounts, checked and cross-checked at the middle of January that year? A—No, I did not.

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throughout for which he had to pay seventy-five cents extra a square. The amount he paid I know nothing of, deducting that from what was actually done, this 201 squares at seventy-five cents was what he claims he paid for that.

Q—Where is Mr. Drake now? A—I don't know.

Q—Do you know whether he is in the country or not? A—No, I don't know.

Q—You are an architect yourself, are you not? A—I am not an architect, I have only seen work I had done for me paid for by me.

Q—Tell me how you made up that extra thickness of mortar? A—I must explain when this started; more than two years ago in April Mr. Drake came to me and asked me to measure the work for him for certificates as it went along, and also asked me to come with him to Mr. Helmecken's office as he was being so thick upon the wall, I saw Mr. Helmecken, who asked me to go to the building and take a look at the thickness of the mortar, and so on and so forth, I did so, and he drafted a second letter to me, and I was several times on the subject, to the chief commissioner and finally I believe the commissioner declined to entertain it.

Mr. Belyea—Has Mr. Martin been subpoenaed? A—No.

Mr. Belyea—His name has been brought into this with reference to conversations and it would be good to have him subpoenaed, would it not? A—Well, when you were there, you were either of the claims submitted to you at all in any way? A—No, at no time.

Q—Were you ever asked by anyone in connection with the department anything in reference to Drake's claim for extras? A—No, you mean the claim after the final certificate?

Q—Yes, A—Oh, certainly not, I was never asked anything in connection with the actual issue of certificates to the contractor, which I measured up to a certain time, and I was not consulted.

Q—When you told me—Yes, some time after that.

Q—That was a moment ago of a report that you had made, and was referred to by Adams and Prevost, when was that? A—Measured up till January 7th, before that is the date of the document, 1895.

Q—That document was before whom? A—Chief commissioner of lands and works, Mr. Helmecken, and I was appointed to give the amounts which were clearly how the account was to be ordered and the deductions.

The Commissioner—What was that dispute between Adams and Prevost about something like \$20,000 or \$25,000 and he appointed a select committee of the house to inquire into it, was that not the case? A—Yes, that was the case.

Q—Did you see any of the architect's measurements when you were measuring the amounts, checked and cross-checked at the middle of January that year? A—No, I did not.

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measure and I showed him; with reference to the deductions I had no enquiries at all.

Q—Can you give me the date of the building? A—That in this year from time before the opening of the house, that he left for England some time in January.

Q—Had this work been completed by the whole of the work and certificates had been given, all final certificates had been given?

Q—As superintendent of the work, Baker & Jeeves, or Mr. Drake, submitted to you by any person? A—No, should have been in the regular way.

Q—Did you know that such claims had been presented? A—I did not know.

Q—Until when? A—Until some time in June.

Q—Some time in June, when did you know they had been presented? A—I don't know that a claim had been presented to me, but I am a clerk of the house, and I marked it as he told me in his office and he told me he refused to certify it.

The Commissioner—Who said that? A—The chief commissioner of lands and works, Mr. Helmecken, and I was appointed to give the amounts which were clearly how the account was to be ordered and the deductions.

Mr. Belyea—What was the amount of that contract, do you remember? A—He also said it was made a claim, and he would not certify it or allow it to be paid.

Q—Do you know whether the amount of that contract, do you remember? A—He also said it was made a claim, and he would not certify it or allow it to be paid.

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Q—Do you know whether

ted me once or twice to look at the measure and I showed him; with regard to the deductions I had no enquiries at all.

Q.—Can you give me the dates Mr. Rattenbury was absent in the summer of 1897? A.—He was absent some time before the opening of the house, I think he left for England some time in January.

Q.—Had this work been completed and the whole of the work had been completed and I understood all final certificates had been given.

Q.—As superintendent of the works Baker & Jeeves at Mr. Drake submitted to you by any person?

A.—No; should have been in the regular way.

Q.—Did you know that such claims had been presented? A.—I did not.

Q.—Until when? A.—Until some time in June.

Q.—Some time in June; when did you say they had been paid? A.—I do not know that claim had been presented to the chief commissioner of lands and works, but I told me in his office and he told me to be refused to certify it.

The Commissioner—Who said that? A.—The chief commissioner of lands and works. That was some time in June, fully paid of June.

Mr. Belyea—What was the amount of the contract, do you remember? A.—I told me he had made a claim and he also said it was an iniquitous claim and he would not certify it, or allow it to be paid.

Q.—Do you know whether they were paid? A.—Subsequently he told me they had been paid \$30,000, and I told him it was an iniquitous thing, and I told him to show an item for that had been certified.

The Commissioner—Has Mr. Martin subpoenaed?

Mr. Belyea—No.

The Commissioner—His name has been brought into this with reference to considerations and it would be better to have him subpoenaed, would it not? Well, go on.

Mr. Belyea—Q.—Were either of these claims submitted to you at all in any way? A.—No, at all.

Q.—Were you asked by anyone in connection with the department anything in reference to Drake's claim for plaster? A.—No, you mean the claim after the final certificate?

Q.—Yes, A.—Oh, certainly not.

Q.—You had nothing whatever to do with the actual issue of certificates for payment, had you? A.—No, only up to a certain time, which I measured up to certain time and I was not consulted.

Q.—When you told me—A.—Yes, some time after.

Q.—You spoke a meeting ago of a report that you had made on a claim presented by Adams and Proves, when was that? A.—I measured up till January 1st, 1898, which is the date of the certificate.

Q.—That document was before whom? A.—Chief commissioner of lands and works, which shows clearly how the thing was to be done and a certificate was appointed, ordered to give the items which shows clearly how the certificate was to be accepted and the deductions.

The Commissioner—What was that dispute about? A.—Adams and Proves claimed a sum of money amounting to something like \$20,000 or \$25,000, and appears a select committee of the house set up for a very considerable time and Adams had made certificates for which he withdrew and offered to submit to my measurements.

Q.—It was a question of measurement, was it? A.—Yes, showing the exact position of the building at that time and the amount due.

Mr. Belyea—And that was settled at that time? A.—Settled at that time up to that date.

Adjourned until 2:30 p.m.

When the court resumed Monday afternoon the first witness called was Mr. Francis Mawson Rattenbury, who was examined by Mr. Belyea. Witness testified as to his connection as architect with the construction of the Parliament buildings and detailed the procedure followed in arriving at a settlement of the accounts with the contractors and stated that when the contracts were complete he issued final certificates.

Q.—You remember the Adams contract? A.—Yes.

Q.—That was the course pursued? A.—Yes, we issued certificates. They didn't at an account. There was some arrangement; the original contract submitted that part of it; the original contractor and the sub-contractor would insist on a separate account.

The Commissioner—Who were the sub-contractors? A.—McGregor, Jeeves and Baker.

Q.—What did the Chief Commissioner ever say in his written permission to Adams to submit? A.—I don't know. I know he didn't recognize McGregor, Jeeves & Baker at all. He wrote to me that the government didn't know them and didn't recognize them.

Q.—About what date? A.—About July, 1897.

Q.—As a matter of fact were certificates issued to McGregor, Jeeves & Baker? A.—No, none to them. Not a contractors for masonry work. They did some work under the contract.

Q.—The government dealt with the contract exclusively with the Adams estate? A.—Yes.

Q.—When the Adams contract was finally completed did you obtain a statement from the contractors? A.—No, I got two statements, one from the Adams estate and one from McGregor, Jeeves & Baker.

Q.—What became of those statements? A.—I simply told them I would give them. They never sent any money to make a complete account for the whole job. It was impossible for me to divide into two parts.

Q.—You got two claims and you would not receive them; on what grounds? A.—That it was impossible for me to know when one man stepped out and the other stepped in. If I referred to any statements it was in the other man's name.

Q.—Did you tell them what you referred to? A.—Complete account from me of the beginning of the contract to a completion.

Q.—Without reference to McGregor, Jeeves & Baker? A.—Yes.

Q.—Did you make a statement when the contract was completed? A.—Yes.

Q.—And made a report to the Chief Commissioner on the matter? A.—Yes. The account was shown to witness, and counsel proceeded.

Q.—What was your decision? A.—I don't know. It was \$22,930.

Q.—That was how long after the contract was completed? A.—About a year later.

Q.—Were you requested to furnish a report by the government? A.—Not subsequent to this report. I was asked good many times to arrive at a settlement with the contractors.

Q.—And the reason you could not arrive at one was because they would not furnish their account? A.—Yes.

Q.—Had you any further connection with the Adams contract after that time? A.—No.

Q.—In your summary at the end of your report there are three items, \$22,930, \$5,510.32 and \$841.78, which he stated to have been paid by the gov-

ernment without certificate. What were they? A.—The \$22,930 was a loan to the contractor, as I understand it. I was instructed to gradually repay the money to the government as the work proceeded. The other two items were made by men who had furnished material to the contractor, and I was instructed to issue certificates for this amount. I say this money to them.

The Commissioner—That was included in the settlement? A.—I think I wrote on the certificate that there was no sum due on the contract and it would be an extra.

Q.—An extra payment? A.—Over and above what was due on the contract.

The certificate was shown the witness and the endorsement he referred to as to being an extra payment read.

Witness—This certificate is made out under instructions of the Chief Commissioner.

The Commissioner—Have you ever given a final certificate? A.—No, never.

Q.—I received instructions from you in July, 1897, to pay these two amounts which were marked it so on the certificates. Had we not paid out these last two amounts there would have been about \$200,000 hundred due to them, but you paid these amounts it put the contractor owing the government \$5,000 odd.

The Commissioner—Was that taking everything into consideration? A.—Yes.

Q.—What was the amount held back? A.—It varied. It started at \$5,000 and then we held back 10 per cent. Practically nothing was held back towards the end.

Q.—You say the last certificate was December, 1896? A.—December, 1896.

Q.—And no further sums were paid until these sums which you say were extras? A.—No.

Q.—And you paid these under special instructions from the Chief Commissioner? A.—Yes.

Q.—The money was for material supplied the contractor which they had not paid for? A.—Yes.

Q.—When you made up that final report and before you made any claims for extras pertaining to the contract? A.—Yes, I had the claims they made. I was looking at them unofficially. I took the information therein and the sums which were included therein and whether he had these claims before him when he made up the final account and whether he included therein the sums which he thought the contractors were entitled to, all of which he answered in the affirmative.

Mr. Belyea, continuing—Did you know anything of the payment which was made on February 1, 1898, under the Adams contract of \$30,000? A.—No, sir.

Q.—Was the claim submitted to you subsequent to the date you spoke of? A.—That specific \$30,000 was not.

Q.—Were you consulted by the Chief Commissioner or any other official with reference to an adjustment of \$30,000? A.—No.

Q.—Then you had nothing to do with the matter after December, 1897, when Adams made his report to the department? A.—I think not. I left three weeks after that report was made in and I don't think the matter was mentioned in the intervening three weeks.

Q.—Were you here on 1st February, 1897? A.—No.

Q.—What time were you in June or July last? Witness had some little difficulty in fixing the date, but ultimately said he went north in July; he was here in the early part of the month and his evidence as to having had nothing to do with the matter after he sent in his final report, adding there were many informal discussions and it was difficult to say.

The Commissioner asked if any discussion took place as to the expediency of giving any sum and witness said no. He had not been asked to consent to an adjustment of the claim by the payment of any sum. Further questioning resulted in a repetition of the same as to certifying the amounts over and above the sum due under the contract, to do which he was instructed by the Chief Commissioner. The contract price was \$380,000. For extra filling within the contract there was \$50,248, and \$65,000 for deductions.

The Commissioner—What I want to get at, if it is possible, is how the difference between the contract price and the amount actually paid was made up. The amount for extras is the only thing there to show it. The witness quotes the figures \$380,000 original contract, \$50,248 added, each item being mentioned, and \$65,000 taken out. Subsequently it developed that a system of cross entry had been employed and the commissioner returned to the subject later.

Q.—Was the contract completed before Adams died? A.—No, about one-third.

Q.—Was there any dispute between Adams and you as to the amount he should be allowed? A.—Yes. There was, witness said, a claim made for \$120,000 and that amount was paid to him. All the Adams claims were abandoned before McGregor, Jeeves & Baker came on to the work. At the time of Adams's death there was no claim persisted in by him which witness had refused to acknowledge, and up to the time of his report no claim was put in by any executors which witness refused to acknowledge. About three months before Adams died he presented some accounts which were going into the account, somewhere about \$50,000 or \$60,000, and they were dropped. He insisted on certificates to anyone except Adams or his executors except for such items as were purchased from other parties. Asked as to why he never gave a final certificate witness said he could never obtain a final account. When he put in his final account they had not been given and were not until he received instructions from the chief commissioner to issue the two certificates referred to. Those certificates were so marked, witness said, as to show that they were under the contract and called attention to it on the certificate. The work had stopped and in speaking of it on the certificate as an "extra" meant over and above the contract. He had many conversations with the minister and the minister quite understood the matter as well as himself.

Q.—Pressed as to why he did not give a final certificate witness repeated that he never obtained a final statement although he was a whole lot of times. They claimed extra sums beyond what was owed them, and McGregor, Jeeves & Baker wanted to put in an account. He looked to his own account and he had been paid them for \$10,000 they claimed, one of the items of which was for extra plaster, \$5,547. The contractors would never so into the account. The work on the \$30,000 was paid for. It was not possible for them to make any account of deductions. He could not say what they were, but the \$30,000 could be paid for and it was paid without his consent.

The Commissioner then proceeded to ask the witness if any report was taken from his decisions to the chief commissioner, there being a provision for such reports in the contract. Witness said he was being taken all the time, but no specific time. They were going to him all the time but they never sent any particular account. The two items covered by the certificates in question which he had marked as being extras over and

above the contract were all that was in dispute at the time he gave his last certificate. The chief commissioner asked for explanations and witness gave them regarding those two items and his witness's report was against allowing any portion of them. As far as he knew the chief commissioner had not arrived at any decision in regard to allowing them up to the time the witness left. As far as witness knew the chief commissioner had not expressed any opinion, favorable or otherwise, regarding the amount of the two items, but witness repeated his own advice was against allowing either of them.

Mr. Belyea continued his examination and witness stated that the item of \$49,381.56 was before him at the time he made his final report and he dealt with it therein and he did not know of any matters for which they claimed any sum of money beyond what was included there except the two certificates given by him under instructions from the chief commissioner. He received no money as previously related had been so marked by witness. When he sent in his report he had no communication with McGregor, Jeeves & Baker or Adams's executors, but he thought they would get a copy of the report.

Turning to the Drake contract witness said he gave a final certificate for the amount of the time he went north in July, the work having been completed two or three months before. He adjusted matters with Mr. Keith on behalf of Mr. Drake and no claim was made for extras at that time beyond what was included in the account. No further claims were made. Mr. Drake expressed himself satisfied with the settlement had with Mr. Keith.

Q.—And that showed a balance of \$177,000? A.—Yes.

Q.—Have you seen that statement of extras made by Mr. Drake? A.—Not until a week ago.

Q.—You had not seen it at the time you gave the certificate? A.—No.

Q.—Had he any bill for extras? A.—No.

Looking at the account and answering the question whether he remembered any of the items having been discussed and settled witness said he had discussed the item of 62 squares of slate. Drake had the slate on his hands in consequence of it being decided to leave out some that had first been thought of and Drake thought it hard lines he should have it on his hands, but as it had not been used witness could not certify and did not certify for it. Drake said if he referred the matter to the chief commissioner he would receive some compensation for it and asked if witness would agree it. Witness replied it was none of his business and he would have nothing to do with it.

He thought the amount allowed for slate must have been only an allowance. It looked as though the amount was for the whole value of the slate.

As to the third item, for tiling, witness said Drake had a very low price for the tiling and they did more than they anticipated and for what they did extra Mr. Keith had witness that in some places the mortar was a great deal thicker, but in other places it would be thinner. It is not a usual claim to make.

Mr. Keith had witness that in some places the mortar was a great deal thicker, but in other places it would be thinner. It is not a usual claim to make.

Witness was usually made one would have to guarantee the walls to be exactly plumb. So long as the walls were of the average kind the contractor took his chances. Witness thought the walls were of the average kind and in reply to a question by the commissioner said there was no complaint that they were not. The joiners had to fit their woodwork to the plaster of Mr. Drake.

Witness further stated in reply to Mr. Belyea that he was in no way consulted as to the payment of this extra to Mr. Drake and did not know of it at the time. He was not asked by the chief commissioner nor by Mr. Turner to certify that item. He could not say whether the representatives of Adams were furnished with the detailed account, but he thought they would be.

As to the item of \$8,000 in the Adams contract, which was to be deducted from time to time as the work progressed, he showed where the deductions had been made.

The Commissioner—Did you show it in issuing certificates from time to time? A.—No.

The Commissioner—The contract price was \$380,000? A.—Yes.

Q.—In the deductions you have the sum of \$8,000? A.—Yes.

Q.—That was a deduction to be made from time to time as the work progressed? A.—No, it was simply that the work was to be done in the drawings and specifications.

Q.—You took that work out? A.—Yes.

The cross entries were here shown to illustrate the system by which this was done.

As to the allowance of \$15,000 for bonds not being required, witness explained that Adams said he would have to pay that amount to get the bonds and he did not require bonds he could reduce his contract price that amount. The executors of Adams afterwards gave the bonds in and in view of that they were allowed \$10,000 in addition to the \$380,000. The reduction for extension of time was due to the work being originally expected to be completed in March, 1895, and the time was extended to November, 1895.

Q.—And you dealt with these matters in your final report, did you? A.—Yes.

Q.—In reference to this claim of Mr. Drake's, is there any item to which he was fairly entitled to claim an allowance as an extra? A.—I should think there is only one question, that for having the slate left on his hands.

The Commissioner—Can you fix any amount? A.—Yes; that seems a reasonable amount, \$124.

Q.—Does the contract provide for compensation? A.—No, sir.

Q.—When you speak of it being reasonable? A.—I mean as a matter of judgment outside of the contract.

Mr. W. S. Gore was recalled by Mr. Belyea and asked if he remembered the date the final report of the architect was made? A.—Yes, it was made on January 3rd, 1898, and the witness could not remember apart from that. He did not know if copies had been furnished to the contractors, but he made several copies for the government.

Q.—Did you discuss the subject matter of this report with the contractors? A.—No.

Q.—Did they ever come to you? A.—No, not to my recollection. He had no idea what they were doing with the report; it was not referred to him in any way. He was not approached by Drake or any representative of his and did not think he had any knowledge of any bill for extras being put in.

Q.—Do you recall signing this certificate for the last payment? A.—Signing the voucher, do you mean?

Q.—Signing the voucher? A.—No, I don't particularly remember that one. The Commissioner—Is the certificate here? The last one given by the architect? Witness thought it was, but sub-

sequently it was proved not to be there.

Q.—Do you recollect such a certificate or voucher? A.—No, not at present.

Q.—At any time was the matter of these extras claimed under the Adams contract submitted to you? A.—No, they were never submitted to me to express my opinion or to go in any way to any decision in regard to allowing them in their dealings under this contract, never McGregor, Jeeves & Baker as contractors or otherwise regarding the matter. We always considered that the Estate of Adams was the contractor.

Continuing, witness said Mr. Rattenbury's certificates were always made out to the Estate of Adams, the vouchers were to the Estate of Adams, and the money paid into the Bank of British Columbia according to the instructions of the Estate of Adams. He knew McGregor, Jeeves & Baker had a contract with the Bank of B. C. and he understood it was under that contract they did that work at the parliament buildings. As to how the Bank of B. C. was interested he supposed they had received money to Adams, and to secure it they had arranged with McGregor, Jeeves & Baker to complete it. This arrangement was made subsequently to Adams's death, although some such arrangement had been made prior to that. Witness stated he was not connected with the matter of the extra payment of \$841.78. He knew of the claims made by various material men, that the government had some such claims in the time the work was allowed and some disallowed.

Two lots for \$6,000 were allowed and paid over by consent of the estate of Adams to the parties. The voucher covering these sums was executed by the Estate of Adams and bore the name of the material course of the amount was to be paid to sundry persons as per schedule annexed. Witness did not remember the voucher.

Q.—Do you know at the time these vouchers were given that the money was not due to the contractors? A.—I can't say that I did. I had the architect's certificate with me on it, and no doubt I read it at the time.

Q.—Was this carried through by you with reference to the chief commissioner? A.—No, it was on the chief commissioner's directions the money was paid.

The Commissioner—It appears that in these contracts there is a provision to "appeal" to the chief commissioner from the architect's decision. If there were some such provision in the case of things, would you know of it? A.—Probably I would.

Q.—As far as you know was any such appeal taken? A.—I know Adams during his lifetime frequently appealed to the chief commissioner and the largest number of people idea of the Mainland, Mr. Mara is strongly in favor of increased representation for Kootenay but he is of the opinion that no legislation to that end will be passed until after the next census has been taken.

ALASKAN TOPOGRAPHY.

A Survey Party Sent Out by the U. S. Government Returns.

The coast and geodetic survey party which went to Lynn canal from Seattle last spring under directions from the United States government to make a map and figures regarding the topography of the surrounding country, is back again. It has accomplished much good work and secured valuable data. The party consisted of J. A. Flemer, who had charge of the party, and his assistant, John Nelson, a well known geologist. The party was accompanied by a number of men, some of which are very valuable, as they give the government a complete knowledge of the topography of the highest elevations. Being supplied with other data, the government can produce accurate maps of the coast and interior of the country. The difficulty of obtaining these plates can be judged when it is known that from May, 1898, until the middle of September, there were only eight or nine days during which the tops of the mountains were clearly defined. At all other times the atmosphere was so dense that the peaks that it was impossible to obtain the focus desired.

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PREPARING FOR CROWDS.

Citizens of New Westminster Making Elaborate Arrangements for Their Visitors.

New Westminster, Sept. 26.—(Special.)—At the celebration committee meeting held in the Armories this evening, practically the final arrangements for the great events of next week were settled. The committee had before them a list of the bands of those cities was discussed and propositions toward that end were ordered to be wired to the bandmasters.

It was announced that Messrs. Hand and Deal, who have the pyrotechnic display under supervision, are here arranging details for their great set piece, the "Bombardment of Santiago de Cuba." The frame on which this will be erected will consist of a gigantic arrangement 300 feet by 80 feet, and which will be so placed as to be in full view of every person on the grounds.

The final contracts for putting up the grounds in a clean condition were let some days ago, and all carpentry work is expected to be completed by to-morrow evening.

A thorough canvass of every house in this city and in Vancouver is in progress and visitors will be met at all income tax returns and notices for the same will be furnished with the address of places where beds may be obtained. The registration of the city is being systematically carried out at the aldermen's office, and strangers will have no trouble in the matter. The Colonial Depot, Gulch and other hotels are being put into order with the utmost rapidity and should the weather prove fine, there can be no question that the Royal City will have a most successful and largely attended exhibition celebration next week.

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INCREASED FIRE PROTECTION.

A Petition in Circulation Praying the Council to Submit Such a By-law.

In consequence of the publication of Chief Dea's report to the city council at its last meeting dealing with the inadequacy of Victoria's fire protection, steps are already being taken by the council to place the aldermanic board in a position to deal with the matter. A petition is now in circulation to present to that body asking them to submit a by-law for raising a loan of \$20,000 to place the city on the fire fighting basis indicated in the chief's report. The petition is being largely signed and there seems to be no reason to doubt that the necessary ten per cent. of the property owners will, in a few days, have affixed their signatures to the document. The question is so often asked why the council do not once initiate such legislation that it might be mentioned that the council have no power whatever to introduce any measure looking to expenditure not contemplated in the estimates without anything from the ratepayers in the form of a petition signed by ten per cent. of the property owners. It is with a view to give the council this authority that the present step is being taken.

MR. MARA'S VIEWS.

Ex-M.P. for Kootenay Talks on the Political Situation.

J. A. Mara, ex-M.P. for this district, has been in the city for several days past negotiating for the sale of the land owned by the Alhambra hotel on Washington street, near First avenue, and the Ross Hotel. The deal was consummated yesterday. The purchase price was \$6,000.

Mr. Mara when asked to express his opinion in regard to the probable division of the Kootenay electoral area of the district in the near future as outlined by Hewitt Boetock, M.P., smiled and declined to do so. He said that the population of the country had been taken. It is only upon such basis, he said, that a redistribution can be properly undertaken. His remarks after confederation British Columbia became entitled to equal members of the house of commons, equally divided between the Island and the Mainland, that make the bulk of the population of this province resided on Vancouver island. Now, however, it is the reverse, and by far the largest number of people live on the Mainland. Mr. Mara is strongly in favor of increased representation for Kootenay but he is of the opinion that no legislation to that end will be passed until after the next census has been taken.

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 Spiced Sardines, 2 tins, 25c.  
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 Mackerel Tomato Sauce, 25c.  
 Potted Meats, (assorted) 10c.  
 Owl Condensed Milk, 3 for 25c.  
 Morgan's Eagle Oysters.

**Dixie H. Ross & Co.**

**MAYOR OVENS PROTESTS.**  
 The following correspondence does not require comment. The Vancouver World was no doubt misinformed in regard to the attitude of the government towards the recent reformatory editors and orders that Chang Aren Hwan, the former member of the Chinese foreign office and opponent of Li Hung Chang, be confined until further notice. The edit, however, absolves him from complicity in the alleged plot to assassinate the emperor.

September 26, 1898.

Sir: I have the honor, by direction of His Worship the Mayor, to enclose herewith a copy of a letter sent by him to the editor of the World for publication. In connection with the same I have to add that the government has no objection to the remarks of the World, and the mayor was much annoyed when he saw the article published in the World, and the editor of the World, Mr. Cotton and Mr. Martin, were all of a most satisfactory and encouraging nature. His worship would be very greatly obliged if the enclosed could be published in the contents of this letter to your colleagues in the cabinet. I have the honor to be, sir, Yours very truly,  
 F. R. GLOVER,  
 City Clerk.

Hon. Premier Semlin, Victoria, B. C.  
 The City Hall, New Westminster,  
 September 26, 1898.

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