





## MINUTES OF EVIDENCE

*Taken by the Select Committee of the LEGISLATIVE COUNCIL on the RETURN to the ADDRESS on the subject of the Progress of the PUBLIC BUILDINGS at OTTAWA.*

SATURDAY, 17TH MAY, 1862.

MEMBERS PRESENT :

The Honorable MR. MOORE, CHAIRMAN,

The Hon. Mr. SEYMOUR,	The Hon Mr. TESSIER,
“ “ “ ROSS,	“ “ “ E. H. J. DUCHESNAY,
“ “ “ CAMPBELL,	“ “ “ DESSAULLES,
“ “ “ ALEXANDER.	“ “ “ SKEAD,

The Honorable *Hamilton H. Killaly*, called in and examined.

Honorable *H. Killaly*,  
17th May, 1862

1. Hon. Mr. *Ross*.] From what period have you been connected with the Public Works of the country?—I came to this Province in 1834, since which period I may say I have been engaged in all the Public Works of the Country. On the re-organization of the “Board of Public Works” by Mr. Thompson, afterwards Lord Sydenham, I presided over it as Chairman, with a seat in the Council. Subsequently, when the Act was passed, substituting for the Board of Works “A Department of Public Works,” with two Commissioners, the Chief Commissioner being the political head of it, the other the Assistant Commissioner, on whom devolved principally the practical duties of the office, I was appointed to the latter post.

2. Are you still connected with the Departments of Public Works, and if so, how?—I am Chief Engineer of the Welland Canal, and am required to perform the duties of Engineer to the several public works west of Kingston.

3. Prior to your coming to this country, what had been the nature of your employment?—I was brought up to the profession of Architect, to which I served five years. I was also educated for and practiced as a Civil Engineer. In the former capacity, I commenced as Clerk of Works on extensive Government buildings, and I was subsequently employed as Architect in various public buildings, such as Jails, Court Houses, Barracks, &c. As an Engineer I was at an early age employed as Superintendent on a portion of the Grand Canal from Dublin to the River Shannon. After that, as Resident Engineer on

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several of the canals in Ireland. For some years before I came to this country, I was employed under Government in carrying on various extensive works, chiefly in the west of Ireland, roads, bridges, harbours, &c., undertaken in a great measure to afford employment and subsistence to thousands, who, from the continued failure of their crops, would otherwise have starved.

4. In what manner have you been concerned in the erection of the Ottawa Buildings?—I have not been in any manner concerned in the erection of the Buildings at Ottawa.

5. How was it then that you came to report on them?—Towards the end of last September I received a letter of instructions from the Department of Public Works (a copy of which is now before the Committee), directing me to proceed to Ottawa to examine and report upon the state of the works there, establish prices, &c. This duty I entered upon with the utmost reluctance, and not without remonstrating against my being called on to do so. The letter of instructions explains the reason of my having been called on to be, that as I had not been in any manner consulted as to the plans or estimates, or to the works, whether those under contract or additional, any conclusion I might arrive at for the settlement between the Department and the Contractors would be received by both parties as an unbiassed one.

6. From your report it appears that you found much difference existing between the Contractors and the Employés of the Department as to prices, &c.?—Yes, and this was one of the great difficulties I apprehended in the several reports I have made upon the subject. I endeavored to lay the matter, and all the details connected with it, as fully as possible before the Government. In the performance of this duty, I was guided alone by a desire to do strict justice between the parties, to the best of my ability.

7. It seems that the expenditure on the buildings will, according to your estimate, far exceed the account of the contract and of the appropriation?—The expenditure upon the buildings will not exceed the amount at which I estimated them before they were commenced; nor will it, in my judgment, be greater than their extent and style of workmanship justifies. The contracts will not be exceeded, inasmuch as all the work embraced in them will be completed for the bulk sum for which they were contracted for. The excess of expenditure at Ottawa, beyond the amount generally contemplated, is, and will be, upon works altogether additional to those embraced in the original contracts. About five-sixths of the additional work may be looked on as involved in the works connected with the system of heating, ventilating and sewerage adopted; in obtaining greater security against fire; in providing increased accommodation required by some of the Departments; and a large outlay had to be incurred upon additional foundation work, beyond what had been calculated for.

8. Of the total amount of the expenditure up to 1st December, 1861, as estimated by you, how much was upon contract work and how much upon additional work?—The total value of all work done and materials

delivered up to 1st December last, according to my calculation, is \$1,508,900 66. Of this sum, \$356,234 64 is for work embraced in the contracts, and \$1,152,666 02 is for additional work.

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9. The estimate of the value of the work required to complete the buildings is \$827,220 01; of this amount, how much is for contract work and how much for additional work?—The estimated value of the work required to complete the buildings is \$827,220 01, of which \$332,360 36 is for contract work, and \$494,859 65 for the completion of the additional work in progress. This estimate does not include the Governor's residence, nor the furnishing of the Departmental or Parliament Buildings, nor the enclosure and formation of the grounds.

10. How do you account for the great discrepancy between the prices in the Schedule and those you have set down for additional work?—When work is taken for a bulk sum, it is necessary, in order to make the progress payments proportionable to that sum, to fix on rates in detail, so that the aggregate quantities of all classes of work embraced in the contract shall, when paid for, not exceed the bulk sum stated. The amount at which the buildings at Ottawa were taken is below the value of the work. Indeed, in several of the important items (take brickwork for instance), the prices would not cover the cost of the material, irrespective of workmanship. The brickwork was priced in the schedule at \$6 30 per thousand laid in the work, whereas a large proportion of the bricks delivered on the ground cost \$8 per thousand, and so in proportion on other items. The rates of the schedule by no means represent the true value and actual cost of the work. Those I fixed on for additional work were arrived at after careful calculation, and I conscientiously believe them to be fair, especially when it is considered that by the arrangement I made with the Contractors, they are held bound to complete the works under contract for the original bulk sum, and to waive all claims whatever to compensation for losses, whether arising from the stoppage of the works or otherwise. The amount of additional work embarked in was, as near as may be, three times that of the contract; it is evident, therefore, that all the outfit, plant, machinery, &c., &c., which would have been sufficient for the contract work, had largely to be added to. The number of the labourers and mechanics being necessarily increased in the same proportion, the supply from the locality was utterly insufficient, and they had to be collected not only from every part of the Province, but a large number of them were brought from the States and other distant places. The rates of wages were, of course, most seriously affected by the greatly increased demand for men. Labourers who at first were had for 60 cents a day, afterwards went up to \$1 10. The wages of the mechanics rose fully in the same proportion—a great increase in the price of materials and difficulty of obtaining them in the larger quantities required for the additional works, naturally followed. Bricks, at first to be procured at \$5 a thousand, rose to \$8 a thousand, and had to be brought from Brockville, Prescott, Sorel, &c., and since the works commenced \$11 a thousand have been paid for bricks by house builders. Brickwork, which by the plans to the contract, would have been plain solid walls, was, by the innumerable number of flues, &c., required for the heating and ventilation system, converted into a kind of honey comb formation, in

Honorable H. which a man could lay but about half the number of bricks in a day  
 E. Killaly. that he could have laid in plain work. All these facts I had of course  
 17th May, 1862 to take into consideration in establishing prices, and the then impending  
 rupture with the States added not a little to the difficulty. But in  
 truth, the matter was not to be arranged by my opinion alone, the 4th  
 clause of the contract (page 97,) being very definite upon it; referring  
 to this clause the Contractors thus express themselves, "In conse-  
 quence of the works being so much altered and changed from the  
 "original plans" (by the necessary alterations for the heating, ventila-  
 tion, &c.,) "they have become quite another thing entirely from that on  
 "which the tender is based, and we are entitled either to have the con-  
 "tract set aside, and be paid measure and value for the whole works,  
 "contract and additional, or else that the clause in the contract shall  
 "be carried out in its integrity which provides, that if any change, altera-  
 "tion or addition shall entail extra expense on the Contractors, either  
 "in labor or materials, the same shall be allowed them, as claimed  
 "by us in the documents submitted to you."

11. Was not this schedule attached to the contract and intended to govern the prices to be paid for extra work?—The Committee will find on reference to the memorandum addressed by the Assistant Commissioner to the Chief Commissioner, on the subject (page 253) that although the Schedule of rates adverted to continued to be attached to the contract, it was expressly understood and agreed to that it was not to be applied to additional work; this decision in itself would have governed me on this point.

12. Your report shews that the amount of additional work is very much in excess of that contracted for; why then was it not exposed to public competition?—I presume the reason that guided the Department to be that considerable progress had been made with the contract work, when the necessity for the additional work arose, and as a very large amount of the latter was within the area and under the foundations of the buildings contracted for, it would have been manifestly unjust and obstructive to the progress of the works to have the men of different contractors mixed up together; but this question seems to me set at rest by the last clause of the contract, which expressly provides that all such work as may be involved in any change or addition shall be done by the Contractors.

13. Prior to your having been sent to Ottawa to report on these works, it appears from the documents before us that prices for additional work had been paid much in excess of the rates of the schedule; why were some of those prices further increased by you?—On my entering upon the investigation at Ottawa, I saw on reference to Mr. Page's Report and other documents that prices had been returned in the previous progress estimates and paid, which were considerably above those in the schedule. In my settlement several of those prices so returned and paid, justly in my opinion, were assumed by me as sufficient and fair; there were others which, by evidence adduced to me, I was satisfied should be more liberally valued, and circumstances had considerably changed from the time when Mr. Page made his report to that when I was called upon to take the matter up—the works had been stopped at

a moment's notice—the preparation of materials during the winter, when low wages prevail, had been prevented, and as I have already explained my settlement embraces the waiving of all claims by the Contractors, and holds them bound to complete the non-paying contract work—considerations which had not to be taken into account when Mr. Page reported.

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14. In establishing the prices of masonry, did you make any deduction for stone obtained by the Contractors from the excavation?—I did not, because by the clause in the Contract entitled “Excavator's Clause” (see page 100,) the Contractors have a right to all such stone as may be found of good quality.

15. Hon. Mr. *Dessaullès*.] Do you know who made the schedules of prices which accompany the Contracts for Parliament and Departmental buildings?—I do not.

16. Have all progress works been suspended since last October?—Yes.

17. Is it not probable that had the system of heating and ventilation which has been applied been adopted before the Contracts were given, the extra or additional works would have been curtailed to a great extent?—Certainly.

18. Did you convince yourself, by your investigations in the matter, that a proper supervision has been exercised over the works from the very beginning, or was the proper system of supervision adopted only after the works had been proceeded with for a certain time?—From the nature of the letter of instructions to me, I felt that the subject of this question was one to which my attention should be turned. Immediately on the works being about to be proceeded with, I find that their supervision was entrusted to the architects, four in number, who were informed that Mr *John Morris* was appointed general clerk of works, to act under them. In the spring following, three assistant clerks of works were added, and on Mr. *Page's* report (see blue-book, page 232), two measurers were appointed, so that the whole time of the clerks of works might be given to their supervision. On my examination, the entire of this staff was engaged on the works; but I found a state of things existed, which, in my opinion, materially lessened the efficiency of the architect's supervision; I refer to that of the extra works, chiefly connected with the heating and ventilation; the nature of the 5th clause in the Contract, (for which see page 170), had virtually the effect of giving to Mr. *Garth* the direction of all these works, thus superseding the architects. From the numbers and capabilities of the parties engaged, I would consider the system of supervision adopted a proper one, but its efficiency lessened by the cause to which I have referred.

19. Did you consider the reports made by the architects, pages 286 and 303, on the demands of the Contractors before allowing them some of their claims?—The reports referred to were not among the documents submitted to me; but during my investigations, I found from the payments made to the Contractors, that the schedule prices had been in several instances raised, I presume in accordance with those reports,

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but not to the extent to which the Contractors considered themselves entitled. The examination of their claims therefore formed a very important part of my duty, and in my settlement of them, in some cases I confirmed the prices as rated by the officers of the Department, and in others added to them, when sufficient reason in my opinion was adduced for my doing so.

20. Now that a suspension has taken place, and that no materials have been drawn out and prepared during the winter, can the works be proceeded with this summer without considerable extra cost?—No, but those costs would fall on the Contractors, on account of the settlement I effected with them.

21. Then you consider the settlement you have effected as binding both upon the Contractors and the Government?—I do consider it so.

22. Would not the cost of those buildings have been considerably lessened had they been erected at or near a large city, where hand labor and materials would have been more easily procured?—They would undoubtedly, in my opinion, as prices range very much higher there than in Quebec or Montreal. A large proportion of the laborers and mechanics were brought from a distance, and they complained bitterly of the price of food and lodging. The cost of materials also is much higher there, with the exception of lime stone and lumber. The buildings are faced with sand stone, and the item of lumber is not important, inasmuch as very little of it is used in the additional work which constitutes two thirds of the entire.

23. You seem to have acted more as an arbitrator between the Government and the Contractors than as a reporting engineer. Did you consider that your instructions gave you that power, or did you receive any particular instructions to that effect?—I considered my instructions fully authorized me to make a settlement with the Contractors. I felt so persuaded of this that I did not raise a question or require any particular explanation as to them. If I had had any doubt on this point I would not have gone to Ottawa.

24. Hon. Mr. Moore—Did you make the estimate signed by you?—The estimates signed by me were made from the official measurements of the several classes of work furnished to me by the measurers, rated at the prices settled as explained in my answer to question No. 10, put to me by the Honorable Mr. Ross, and in my report of 16th April. [To Hon. Mr. Seymour.]

25. Did you examine the work before doing so?—Very carefully

26. How many days were you in Ottawa?—I devoted about three weeks to the examination in Ottawa, exclusive of a considerable portion of six months, elsewhere, given to the consideration of the numerous documents submitted to me.

27. What steps did you take to ascertain the value of the work

done, and how did you arrive at the prices you have allowed?—My answer to Mr. Ross's tenth question, and portion of my report of 16th April upon this subject (see page 421) fully answers the question now put. Honorable H.  
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28. Were these prices determined by your own judgment or by evidence, or the opinions of others, and of whom?—Same answer as to previous question.

29. In your estimate of 146,899 superficial feet of picked face limestone in sewers and ducts (page 368 of blue book) did you measure the face of walls or did you include beds and joints to get this quantity?—The measurements furnished to me by the measurers, by my directions, embraced the face and one bed and one joint, averaging eight inches.

30. In your estimate for bricks in thickened walls (page 368 of blue book) for which you allow \$20,759.69, have you not allowed the extra prices on the contract work as well as on the extra work?—The answer (already referred to) to the 10th question put by Mr. Ross, explains the grounds and principles upon which the prices were fixed, and are further shewn in my reports. The nature of the brick work, as stated in these documents, was so altered from that contracted for, in consequence of the numberless flues subsequently required for the heating and ventilating system, that in fact it ceased to be contract work. The course adopted, as distinctly shewn in the estimates, was to measure all the brickwork in the thickened walls, and apply to it the increased price fixed by Mr. Page and confirmed by me, deducting from this amount the value of the quantity of brick work embraced in the contract and valued at contract or schedule prices.

31. How did you arrive at the quantities you have allowed?—The quantities were furnished to me, made out by the measurers, upon the principles of measurement agreed on, and explained to them in my letter of 22nd October last.

32. Is the face work on which you have made an allowance per superficial foot embraced in your cube measurements of masonry; that is, does your allowance for dressed stone cover the cost of material, and handling and building, or is it for the dressing alone?—It is, and the allowance made covers all the cost of cutting face, beds and joint, and the extra trouble of facing rubble with cut stone.

33. Which are the items on which the material, the building, and dressing, are separately estimated for the same work?—In the Parliament Buildings, items 91 and 92, value \$79,298 59

In Departmental Buildings		
West Block, items 57, 58, 59, 60, 61, value	\$59,360	55
East Block, items 58, 59, 60, 61, 62, value	45,758	35
	105,118	90
<b>Total</b>	<b>\$184,417</b>	<b>49</b>

Honorable H. H. Killaly. 17th May, 1862	From this deduct amount of previous payments, the prices of which were objected to, and received by the Contractors as but progress rates.	\$77,836 49
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Increase by revised prices and measurements	\$106,581 00
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This increase of \$106,581.00 represents the additional amount allowed to the Contractors by applying the system of measuring beds and joints to limestone ashlar. This is a very general principle of measurement elsewhere, but I am bound to say it is not the custom here. I had no hesitation in allowing it upon the wrought gothic mouldings in Ohio stone. Very little work has been done in the Province in the style of these buildings. The architects were of opinion, (in which I entirely agreed) that the mode of measurement in England, where so much of the same kind of work had been done, should be applied here, and it has been. The Contractors claimed that the same rule should apply to the limestone ashlar, this I objected to. Subsequently, finding that the settlement with the contractors must be a compromise, and their claims for stoppage of works, &c., must be taken into account, I found that by agreeing to apply the same principle of measurement to the lime stone ashlar, I would be enabled to come to a final settlement very favorable to the Province, and one tending materially to a speedy completion of the buildings.

34. Was any of the rock excavation used in building the walls and to what extent?—There was; see my reply to Mr. Ross's 14th question, but to what extent I did not consider it necessary to enquire, as the Contractors were entitled to it by the Contract.

35. Was any of the earth excavation used in filling, and to what extent?—In the Departmental Buildings the filling came from spoil bank; the excavation was first wheeled or carted out, subsequently re-handled and wheeled to filling. In the Parliament Buildings (see my report, page 373) it is stated, that "Filling to walls most of which had to be brought from the city, and afterwards, wheeled a considerable distance through apertures in the walls, and rammed down hard, ought to be paid for at 80 cents a yard."

36. Are you aware whether any of the excavation was done by sub-contractors, and the rates at which they were paid for it?—I made no enquiry in this matter. By the Contract, sub-letting was forbidden; but, in any case, the prices paid a sub-contractor would not govern me in estimating the value of work; every one knows that Sub-Contractors will take work at any price, and that in most such cases it ends in their pocketing the money and making away, leaving the laborer unpaid.

37. Did you take any steps to ascertain what has been the cost of any part of the work to the Contractors?—Most carefully. See my answer to Mr. Ross's question, No. 14, and my reports.

38. In your estimate of 1242 cubic yards of block stone in boiler house

(3687) what portion of the wall do you embrace ; how much bed do you allow ?—As I have stated in reply to a former question, I was furnished with the quantities by the measurers, to whom I beg to refer on this point.

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39. Is your allowance per superficial foot for cut ashlar in boiler house made upon these same block stone, and is it in addition to the price of \$8 per cubic yard ?—Yes. The price allowed for boiler house face stone was originally 90 cts. per foot ; this was altered by Mr. Page, part to 72 cts. and part to 90 cts. I reduced the price to 40 cents per foot, but I allowed one bed and joint, which brings the price up to about 80 cts. per foot.

40. Was the filling, for which you have allowed 75 cts., obtained from the earth excavation, for which you have allowed 55 cts., the hard pan or the rock ?—Partly from each ; chiefly from hard pan, as far as I could ascertain. I believe this is one of the worst paying items of the entire. See Blue Book, page 303.

41. You have allowed for excavation and filling under the contract about \$4,390, and as extra work, you have allowed on the same items about \$209,000. Do you consider the contract called for no more? Do you think the excavation and filling cost \$100,000 or \$150,000?—I consider it did not, as may be seen by inspection of the contract plans, on which the level of foundation intended at the time of the contract being entered into is shown. I have returned no amount, but such as I consider justified by rate and measurements.

42. What is the excess allowed by you over that allowed by Mr. Page?—To answer this question accurately, would require considerable time, as I would have to go into great detail. I would have to calculate and take from my estimates the various items not embraced in Mr. Page's estimates, and in truth the two estimates cannot properly be contrasted at all, as must appear from my answers to questions 10 and 13, put by the Hon. Mr. Ross. My estimate was prepared as a final one, Mr. Page's a progress one, and his prices progress prices, and in his, materials were all classed under the head of contract work.

43. How could Mr. Page have under estimated the work to that extent?—This is answered in the foregoing.

44. Do you consider him competent to make such an estimate?—I consider Mr. Page very capable of estimating. Had I been of a different opinion, I certainly would not have been the party on whose recommendation he holds his present situation, and I have had no occasion to regret that recommendation, although, at the time, I was in consequence of it, subjected to the charge of lowering the profession.

45. Had he as much time at his disposal as you had, or what were the advantages enjoyed by you for a more correct estimate?—Mr. Page remained in Ottawa much longer than I did ; but the period of my presence there was ample to enable me to fully judge and form my opinion of the character and value of the works.

[To Hon. Mr. Seymour.]

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I thought the work could not be done for the prices named. The extra work is three times the quantity of the contract work. I only saw the plans once before the building. I said to His Excellency, before the buildings were begun, that they could not be completed for three times the sum named in the appropriation. I included in my estimate, the Governor's residence. His Excellency took a minute of my remark. This was before the contract was signed. I did not think it my duty to make my opinion known to the Department; my immediate duties in connection with the Department did not render it necessary that I should do so.

[To Hon. Mr. *Dessaulles*.]

I do not know who made the schedule of prices. Referring to page 43 of the blue book, I understand the schedule as to excavations in rock only to apply to the base of the building, according to levels shewn in plans, which were irregular. Pits should have been sunk before the plans were made; there would have been no difficulty in ascertaining in this way, the precise character of the excavations. The reasons why it was not done, were that any one would, in seeing the ground, have assumed that a solid foundation could readily have been got. The other reason was, the pressure and clamor upon the Government to begin the buildings, and consequent lack of time. This clamor did exist, I think, generally. It was not, I think, confined to Ottawa or its vicinity. I think, seeing clay there (on the site), pits should have been sunk. I would have sunk them before beginning. The pits might not have assisted materially. My pits would not have been sunk in the rock, but in the clay. The chief difficulties arose under the rock surface, where I would not have sunk pits, nor any one else, however prudent, I think. It turned out that where the surface appeared earth, some few feet under solid rock appeared 7 or 8 feet in thickness. The Contractors are to find out this. All progress works have been suspended since October 1861, under arrangements made by me. Had the system of ventilation and heating been adopted before the contracts were entered into, the expense would have been materially curtailed. No system of heating or of ventilation had been adopted before the buildings began. All this should have been done beforehand. It was not done I presume on account of the pressure upon the Government. Had it been done, a great saving would have been effected. Tenders would have been put in at insufficient prices, however, and the result would have been the stoppage of the works, and their being thrown upon the Government incomplete. I say this to explain that I do not think that the expenses would have been so materially curtailed as might at first sight be thought, but not to justify the omission to adopt a system of ventilation and heating beforehand. I gave much consideration to the question of supervision. I found competent overseers and clerks of works. The defect in the supervision was that *Garth*, to fulfil his contract, assumed control over the work, and much interference with the supervision arose in consequence. I will answer this question at length hereafter. The first interference in the price had taken place before I went there. The progress prices had been put down at higher rates than those in the schedules. I adopted these prices in some instances; in others I added to them. I considered the reports at pages 286 and 303, before allowing extra prices. The architects looked upon their

prices as not final, but only to regulate progress estimates. I was inclined to be somewhat more liberal in my prices, on some of the items, as I was to obtain a settlement with the Contractors, and abandonment by them of their claims for damages. For some of the large items I adopted Mr. Page's prices, as for brick work. In Mr. Page's estimate, at page 315, many expensive items of ornament &c., &c., were omitted by orders of the Department, which were included in mine. I found many things, when I went there, which it was impossible to abandon, but which, in Mr. Page's estimate, were omitted, he proposing to abandon them. The works can be proceeded with now, without any extra cost to the government. There will be extra cost, but it will fall upon the Contractors. The best guarantee for the completion of the work is that the estimate, \$826,000, is ample to complete the buildings. My settlement is, I think, binding upon the government and upon the Contractors.

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[To Hon. Mr. Tessier.]

Mr. Vankoughnet was present when I told His Excellency that I thought the buildings would cost three times the appropriation I had no conversation with any of the ministers upon the subject. His Excellency asked me for my reasons. I said that the stone at Ottawa could not be used, as one principal reason. His Excellency seemed to concur in my opinion. The schedule attached to the contract was only to govern progress estimates. At page 253 Mr. Keefer's minute on this point will be found. I read the schedule as applying to extra work, but I was referred to Mr. Keefer's report which said otherwise. Mr. Page's report stated that a much larger appropriation was necessary. I cannot say whether the Government could have told it fifteen months ago or not. I think not. Mr. Rose (I think), sent Mr. Page up as soon as he became aware that the progress estimates were exceeding the appropriation. The sureties would have been liable for a non-performance of the contract. The security to the public is to have reasonable prices. The personal security of sureties I do not place much if any stress upon. The law requires tenders and contract. I advocate that system, but not the necessarily choosing of the lowest tender. The securing of the buildings against the winter was, as to temporary measures, at the expense of the Government, as to measures which formed a permanent part of the building, at the expense of the Contractors. I do not know whether the present Commissioner considers my report and settlement as final.

Thursday, 22nd May, 1862.

Honorable J.  
Rose.

22nd May, 1862

MEMBERS PRESENT :

	The Honorable Mr. MOORE, CHAIRMAN,	
The Hon. Mr. CAMPBELL,		The Hon. Mr. SEYMOUR,
“ “ HAMILTON,		“ “ “ SKEAD,
“ “ DESSAULLES,		“ “ “ ALEXANDER.
“ “ ROSS,		

Honorable J.  
Rose.

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

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46. Hon. Mr. *Dessaullles*.] 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

very imperfect "shell-rock," and that it would be dangerous to the stability of the building to begin to build at the point contemplated until they had obtained a solid foundation at both parts. The Department considered it necessary to make so much extra excavation as might be required in order to have a solid foundation. I did not foresee that any very large additional expenditure would be required to obtain a solid foundation.

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49. All the Engineers and Architects of the Board of Works seem to agree in saying that no sufficient time was allowed: 1st, to examine into a proper system of heating and ventilation; 2nd, to sink test pits in order to know the exact nature and formation of the ground where the foundations were to be laid; 3rd, to look for the quarries which could be most advantageously worked: what is the true reason why such necessary preliminary steps were not allowed to be taken?—The Architects had certainly what they considered sufficient time to complete their specifications. With reference to the system of heating and ventilating, I think the Committee will find it was advertised for on the 14th November, the designs to be furnished until the 30th December, and I think the time was extended till about three weeks after that date. The designs were offered to public competition, not only in Canada, but throughout the United States, and I believe all the scientific men in Canada who had been accustomed to heat and ventilate large buildings competed. They knew what the plans for the buildings were, and I do not think there was any complaint that sufficient time had not been allowed for preparing designs for heating and ventilating the buildings. As regards the quarries, I do not think there was any complaint about want of time. There is no doubt that the change from the limestone to the sandstone which I conceived was purely a matter of taste, necessitated the use of new quarries. In reply to the last part of the question, I have to say that I am aware of no other reason for urgency than that it was considered desirable to carry into practical effect the decision with reference to the Seat of Government as speedily as possible. Without admitting the facts assumed in the question, I am aware of no other reason.

50. How is it that you were never apprised of the extent of excavations which were made for the application of the heating and ventilating apparatus?—I think that is a question which the officers, whose duty it is to visit the buildings periodically, and who were on the spot watching the operations from day to day, should be called upon to answer. Upon them devolved the responsibility. The officers I refer to are the Architects, the Engineers, and the Clerk of Works.

51. What induced the Board to give the Contracts without any provision whatever being made in the plans for the construction and location of air ducts, ventilating shafts, boiler house, and, in short, for the application of such indispensable works as those connected with the heating and ventilating of the buildings?—Provision is made in the contracts for the ordinary works connected with ordinary heating and ventilating; but the system ultimately adopted, which required the particular works mentioned in the question, had not been decided upon at the time the Buildings themselves were let.

52. Were you ever informed, before the plans were finally

Honorable J. adopted, by any competent person, that the buildings would cost much more than the amount set in the contracts, or did you ever hear that  
*Rosc.* more than the amount set in the contracts, or did you ever hear that  
 22nd May, 1862 competent engineers had stated this as their settled opinion?—I was not so informed by the Engineers or Architects; anything of the sort I may have heard (but I cannot remember the fact that I did hear anything), must have been mere gossip.

53. Were you ever informed that Mr. *Killally* had expressed such an opinion to his Excellency and Mr. *Vankoughnet*?—I was not, until this moment. If Mr. *Killally's* opinion upon the designs, as an officer of the Department, was asked for, and he formed that opinion, I consider it was his duty to have communicated it to the head of his department.

54. How is it that having received, on the 20th of April, 1861, that is a month previous to the close of the Session, the report of Mr. *Page*, by which it appeared that the amount set in the contracts would be exceeded by nearly one million of dollars, such an important document was withheld from the Legislature at a time when if it had been known that such an enormous excess of expenditure would take place, it would perhaps have been stopped at once?—I think there is an error in the fact in this question. I see Mr. *Page's* report begins to be dated 20th April; but it was not then finished. My memorandum to the Deputy Commissioner, which speaks of Mr. *Page's* report as "received this day," is dated 18th May, but I am inclined to think that that is a mistake also. It was a few days before the House was prorogued that Mr. *Page's* report came in. I think you should ascertain the exact day when it was delivered to the Department. There was no delay either in considering it or in laying it before His Excellency. I think the 18th ought to be the 8th May, because I find the report to His Excellency upon Mr. *Page's* report is dated the 14th May. The report was received within a very few days of the House adjourning, which, I am informed, was on the 18th May—not more than a week or ten days before. I do not wish it to be understood that I admit Mr. *Page's* report shewed that the works would necessarily cost nearly a million of dollars extra. You will perceive that my own view with regard to the works which Mr. *Page* suggested, some as indispensable, some as judicious, and some as tending to improve the look of the buildings, was that nothing should be done for ornament or mere effect. It was not own my view that any portion of the works enumerated in Mr. *Page's* report, and not mentioned in the contract, that were not indispensably necessary for the safety of the building, should be sanctioned.

55. Hon. Mr. *Campbell*.]—Were the designs adopted by your Department originally, or by the Cabinet?—The period for receiving the designs expired when I was in England on public business, before the Committee of the House of Commons, connected with the Postal Subsidy to the transatlantic steamers. On my return, in October, 1859, I found the designs had been adopted, and tenders for the contracts advertised for. I was informed, on my return, that all the designs had been submitted to his Excellency in Council, and that those now under construction had been selected and approved of as the best by the Cabinet. I, of course, accept the responsibility of having adopted the choice which my colleagues had made in my absence, and which

choice the then Government had, no doubt, good reason for thinking should not be delayed on account of the absence of the political head of the department, when the professional and practical officers were there to advise upon them.

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56. Did you call for any report from the officers of the Department before inviting tenders for the work, as to the probable cost of the buildings designed? If not, why not?—As already stated, I consider the architects responsible that the designs they furnished could be completed for the money, as, by the terms of the advertisements, the expenditure was limited to a certain figure. Reports, however, were called for and made, both by the architects and Mr. *Keefer*, the permanent officer of the Department of Public Works, shewing the cost of the buildings designed. These reports shewed (see page 13 of Blue-Book) that the architects estimated the cost of the Parliamentary Buildings at £75,000, while Mr. *Keefer* considered they would cost £90,000. The architects estimated the Departmental Buildings at £55,000, and Mr. *Keefer* at £60,000.

57. In preparing the contracts, were all the usual clauses inserted by the Board of Works Department? Did the Law officers of the Crown approve of them, or did they make suggestions for their amendment or change in any respect?—As I have already stated, all the usual clauses were inserted in the draft of the contracts prepared by the Board of Works. The form employed was the ordinary printed form in use in the Department, and particular instructions were given by me, to see that the public interest was guarded by the most careful stipulations which would prevent outlay. I believe that objections to that form were raised which the Board of Works would not admit, and after discussion the matter came before the Executive, when, if I remember aright, under an Order of Council, the settling of the contracts was left to the Law officers of the Crown. As so settled by them, they were sent engrossed to the Department of Public Works and executed. The records of the Department will shew what the communications were.

58. Did the Department retain a percentage of the contract money in its hands by way of security; and what was the state of the appropriation at the time you ceased to be Commissioner? Do you know anything, and if so what, of the subsequent management of the appropriation?—The Department did retain the percentage of the contract money; perhaps some small part of it may have been advanced to the contractors, in anticipation of a monthly estimate. They often applied for advances, sometimes on their plant, and sometimes on their materials. But I cannot speak with certainty, whether any part of the drawback was ever advanced to them. The exact state of the account I cannot speak to from memory; but the action on these applications will shew that no advances, which were not fully warranted by the contract, were made. I have frequently refused to sanction advances when they applied for them. I cannot speak to the management of the appropriation, subsequent to the time of my resignation—nor, from memory, to its exact state, at the time of my resignation; but this can be ascertained in five minutes by reference to the books of the Department. In April, 1861.

Honorable J. there was \$400,000 and upwards on hand, I believe ; but I must refer  
 Rose. you to the Accountant for particulars.

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59. Can you account for the present state of the appropriation, considered in connection with the progress made in the buildings?—I do not think that I ought to offer any opinion on this, as I should not be warranted in doing so, without a knowledge of all the facts up to the present time.

60. Why were not tenders for ventilating and heating the buildings asked for in the first instance?—I have already, to some extent, answered this. The reason will better be explained by the Deputy Commissioner and the Architects. I do not wish to speak on matters which more properly belong to the parties on whom, professionally, the responsibility of preparing the plans and conducting the work, devolves. As already stated, I found the tenders for the buildings advertised for on my return ; and I presume the reason why the heating and ventilating had not been included was, that there had not been time to consider what system was best adapted for buildings of that magnitude.

61. When did the Department first become aware that *Mr. Garth's* plan would lead to so much extra expense in air ducts, &c., and why could this not have been ascertained before those plans were adopted? Was your attention called to the large expense which his plan would entail, as well in itself as in the alterations in the building?—I think towards the end of the season of 1860, and shortly before *Mr. Page* was sent up, *Mr. Rubidge*, the permanent officer of the Board through whose hands the progress estimates for work sent down from Ottawa, after being approved of by the Clerk of Works and Architects, had to pass, called attention to the amount of what he considered extra work. The exact date of this will be found in the Department. I cannot speak from memory ; but it was late in the season. An officer of the Department, *Mr. Keefer*, went up several times to inspect the progress of the Works, in the course of the summer and autumn of 1860. The plans for heating and ventilating were put into the hands of the Architects in the beginning of the year 1860, to re-draw them and adapt them to the buildings. The Architects had these plans in their possession, I believe most of the summer, and *Mr. Keefer* informed me he had been pressing them for them, and complained of the delay in getting them back. They were finally obtained, and the contract with *Garth* signed, I think in December, 1860. I did not suppose there could be any extra work on account of the heating and ventilating, previous to that time. *Mr. Page* was sent up during the next month ; and the operations during the winter, and while he was there, were very limited.

62. Did you send *Mr. Page* to report upon the state of the work, and the probable cost of completing it? Is he a competent person to report upon such matters? Can you account for the discrepancies between his estimates and those of *Mr. Killaly*?—I reported to His Excellency in Council the circumstances brought under my notice by the officers of the Department, to whom had been assigned the duty of checking the estimates and returns. I mean the fact that it appeared extra works were being included in the Estimates. These Estimates had first to be

approved of by the Clerk of Works and Architects on the spot; then to be sent down to the head office, where they were checked and examined by Mr. *Rubidge* and his assistants. They then were referred to the Deputy Commissioner for approval; and it was not until after passing through all these checks that I authorized payments to be made to the Contractors. After reporting to the Council, I selected Mr. *Page*, who has been Chief Engineer of the Public Works for many years, and whom I considered to be one of the most practical, painstaking and reliable men in the Country, and I do not know any man whose report I should place more implicit reliance upon. I cannot account for the discrepancies between his report and those of Mr. *Killaly*. I do not profess to an amount of practical knowledge that warrants me to criticise the particular items in these several Estimates; but I should require very strong reasons indeed for passing over the report of Mr. *Page* and adopting in opposition to it the conclusions of any other person.

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63. Have you examined Mr. *Killaly's* Schedule of prices? State your opinion of them? Do you consider them more or less correct than Mr. *Page's*?—I would rather not offer an opinion on this. I leave that to Mr. *Page*, who, I have no doubt whatever, will be able to satisfy the Committee that his own prices are correct. Let them be examined in presence of each other.

64. Was Mr. *Page's* Report the earliest intimation which you had that the buildings were costing much more than the appropriation?—Yes. I have no hesitation in saying that every precaution was taken at the head office of the Public Works from the outset, to keep the work within the limit of the appropriation, by adopting rules for exercising as much control as was possible over the expenditure. I refer to the letters which were written from time to time to the Architects and Clerk of Works, to the contracts themselves, and to the checks which were provided to keep the outlay within the contracts.

65. If the contractors for the building were bound to provide for the application internally of the hot air apparatus, why were they allowed extra for them?—They ought not to be allowed anything extra for such work connected with the heating and ventilating as comes within the 9th clause of the contract, and the specifications connected with it. While I am quite ready to explain and justify all my own acts while in office, I must disclaim all responsibility for prices allowed, or settlements made with contractors, since I left the Department. It is no part of my duty to enquire into or to justify them. The returns will shew what amount was on hand when I left office, and also whether or not everything had been paid up to the contractors at that time.

Friday, 23rd May, 1862.

MEMBERS PRESENT :

	The Honorable MR. MOORE, CHAIRMAN,		
The Hon. Mr. CAMPBELL,		The Hon. Mr. SEYMOUR,	
“ “ “ HAMILTON,	“ “ “	SKEAD,	
“ “ “ ROSS,	“ “ “	ALEXANDER.	

*Samuel C. Keefer.*

*Samuel C. Keefer* Esq. called in and examined.

23d May, 1862.

66. Hon. Mr. *Campbell*.] In what respects, if any, did the Law Officers of the Crown alter the forms of the original contracts?—The limitation clause, under which, if the sum appropriated became exhausted, the works might be stopped without breaking the contract or giving occasion for any claim for damages, was in the original contract, and was omitted in the draft when returned from the Attorney General's office.

Monday, 26th May, 1862.

MEMBERS PRESENT :

	The Honorable Mr. MOORE, Chairman.		
The Hon. Mr. ALEXANDER,		The Hon. Mr. SEYMOUR,	
“ “ “ DESSAULLES,	“ “ “	HAMILTON, (Inkerman.)	
“ “ “ CAMPBELL,	“ “ “	SKEAD.	

*John Page.*

*John Page*, Esq., called in and examined.

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67. *Chairman*.] What are your duties as Chief Engineer in the Public Works Department?—My duties as Chief Engineer are to attend to such works as are referred to me, and which the Government intend to execute, and to such other matters as they may choose to refer to me.

68. Have you been called upon in your official capacity to visit the site of the new Government Buildings in Ottawa, and if so, state the subject of your visit or visits?—I have been called upon to examine the Ottawa Buildings. The object is set forth in the Order in Council,

on which I acted, and which will be found at page 197 of the Blue Book, and in the instructions I received from the Department, which will be found at page 198. I was to make a full and comprehensive examination into the whole matter, as well touching the general character and progress of the works, the alterations which had been made, and any "extra" work which might have been performed; to regulate the mode in which future advances on the progress estimates should be made, and also to report on the general management and supervision of the works; and to have full authority to obtain from the Architects, Clerk of Works and all others, such information and assistance as I might think necessary in the circumstances. That is the import of the Order in Council. The official instructions from the Department of Public Works are based upon that Order.

*John Page*  
26th May, 1861.

69. Have you read the contracts entered into by the Government with Messrs. *McGreavy, Jones, Haycock & Co.*, and *Mr. Garth*?—Yes.

70. Had the Board of Works Department ascertained the nature and physical peculiarities of the site and nature of the excavation necessary, before letting the contract, would not a great saving have been effected in the drainage, air ducts and ventilation?—If they had followed the same plan of executing the work, and paid the same prices, there might have been a saving, but it could not have been very large. If the Department had ascertained beforehand the peculiarities of the foundation, and embraced these works in the contract work, they might have been done at less cost than according to the prices at which they have been paid for as extra work.

71. Did you consider that the Contractors were bound by the terms of the contract to perform all additional work at the rates mentioned in the Schedule of prices attached to the contract, that in fact such Schedule formed part of the contract?—It is stated in the Schedule of rates appended to the contract, that the rates are to be allowed in valuing work for progress estimates, as well as for alterations, additions, or works dispensed with, together with extras, to be measured and calculated by the Architects and Clerk of Works in charge from time to time. On examining the progress estimates, and finding that the prices for extra work differed from this Schedule, I addressed a letter to the Architects, enquiring by what authority they deviated from the Schedule for works alleged to be extra of the contract. Messrs. *Stent and Laver*, in their reply, stated:—"We have applied to the Hon. the Commissioner to have the clause referring to prices for 'extra work' at the head of the schedule altered, said schedule having been prepared by the respective Architects and Clerk of Works to adapt especially for progress estimates to Mr. *McGreavy's* original contract sum for all the buildings; no schedule having been prepared by him, and the schedule of the present Contractors, Messrs. *Jones, Haycock & Co.*, not having been accepted by the Department for this purpose. It was not, however, intended to apply it to the valuation of extra work." Messrs. *Fuller & Jones*, in their reply, stated:—"In reply to your favor of the 21st instant, requiring information as to our authority for deviating from the Schedule of prices in allowing 'extra work,' we beg to state that at an interview with the Hon. the Commis-

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sioner of Public Works, we were requested to put a fair valuation upon all work done in addition to the contract, and at the same time informed that the clause at the commencement of the schedule was incorrect as far as regards 'extra work.' On receiving these answers, I addressed a communication to the Department of Public Works, enclosing the replies of the Architects, and drawing the Commissioner's special attention to the explanations given by them with regard to the schedule of rates appended to the contract. I remarked on these by way of explanation:—"It is no doubt true, as stated, that these rates are by no means proportionate to the value of the work; still it is to be feared that the necessity of deviating from them may be attended with unpleasant results, not only from such a course being contrary to practice and the heading of the schedule, but from the dissatisfaction it may cause (not unreasonably) to persons who in the first instance 'tendered' according to form for the works. I beg respectfully to suggest the expediency of authority being officially granted for the change, before further action is taken relative to the value of the different classes of extra work." The first action taken upon my letter was by the Deputy Commissioner. In a memorandum which he addressed to the Commissioner, he said:—"In all the communications with the Contractors prior to the signing of the contracts, respecting the arrangement of the terms and conditions to be embodied in them, it was always understood and conceded that the schedule of prices which had been prepared by the Architects for the purpose of being attached to it and forming the basis whereon the monthly progress estimates for contract work were to be made, should not apply to or govern any extra work not included in the contract. That this schedule of prices was afterwards attached to and made part of the contract, without first striking out of the heading of it—the words "and also for extras"—was entirely an oversight and a mistake, in respect of which it would be manifestly unjust for the Department to take advantage. To do so when it is admitted that the prices are unremunerative, would not only be at variance with what is just and right, but would be contrary to the meaning and intention of the last clause of the contract, which covenants that 'if any additions shall entail extra expense on the Contractors, the same shall be allowed them.' The contract work is to be paid for in the monthly estimates on the basis of the schedule of prices as provided under the first clause of the 13th section of the contract. Any extra or additional work should, in my opinion, be paid for at its fair value upon the estimate of the Architects, approved by the Chief Engineer of this Department." That was the authority on which the Commissioner based his opinion. The authority to me could only come through the Commissioner. I refer the Committee also to the letter of the Secretary of Public Works, dated 9th January, 1861, and addressed to me, as follows:—"The attention of the Honorable the Commissioner has been called to your letter of the 29th ultimo, and the accompanying communications of the Architects of the Ottawa buildings, in which it is stated that the rule followed by them for estimating extra work in favor of the Contractors, was adopted in consequence of verbal communication with the Commissioner, and that they have accordingly allowed a fair value, according to current rates, for such extra work. In reply I am to state that at no time, either in regard to these or any other contract, has the Commissioner admitted the principle of sanctioning by verbal communica-

tion a departure from their written terms. It is quite possible that he may have expressed in general terms his view of the fairness both to the Contractors and Department of paying for extra work according to its actual value; but the Architects must be well aware that it was not in the power of any Public officer verbally to authorize, and that it would have been altogether irregular for them to have accepted any verbal authority for, a deviation from the written terms of a contract. The Architects were informed at the outset that the responsibility of the estimates rested with them;—a responsibility which was properly incident to the position which they accepted. If they have made any estimates otherwise than as provided by the contract, the explanation is still due you, and the propriety or otherwise of their doing so comes within the legitimate scope of your enquiry. The Commissioner learns from the Deputy Commissioner that the words in the schedule of prices referred to by the Architects have been brought under his notice, and your attention is directed to the observations of the Deputy with reference to the justice of applying the schedule prices to extra work. Setting aside all impressions derived from verbal communications, the Commissioner considers that as a general rule of equity and justice, work not embraced in a contract should be paid for at its fair value, whether such a value exceed or fall short of the contract rate. The expression of his opinion is not intended in any way to control your course of action if your own judgment is opposed to it, or if the contracts themselves were intended to impose a different rule on the parties. To prevent any misapprehension for the future, you will be good enough to intimate to the Architects that no deviations from the contract can be made without written authority, which may remain of record in the Department. I have the honor to be, Sir, your obedient Servant, (Signed) J. W. HARPER, for Secretary.”

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72. You state on page 235 of your report that “*the works have been executed at moderate rates* ;” did you in this statement refer to the prices laid down by Mr. *Killaly* (at page 368) as those which you considered “*moderate* ;” if not, state what they were?—I did not refer to Mr. *Killaly*'s estimate, inasmuch as it was not then made. I referred to an estimate made by the Architects and myself for work up to the 1st February, 1861, which estimate the Secretary of Public Works can furnish.

73. Will you state the mode of measuring cut stone adopted or recommended by you, and, if within your knowledge, that adopted by Mr. *Killaly* ?—The mode of measuring the cut stone of the air ducts, boiler houses, and drains, was by the superficial foot in the first instance. The same stone was also embraced under the head of rubble work, and measured by the cubic yard. As regards Mr. *Killaly*'s mode of measurement, I have no knowledge, only it seems to have been very different from the mode previously adopted, the quantities being so much greater. The measuring referred to in my report was done by the Architects, under the authority of an official letter from myself, in which I said, “I beg to draw your attention to the necessity of preparing cross and longitudinal sections of all excavations, masonry, and other works done up to the present time, having reference to a fixed datum line, and so arranged as to be readily understood, and so that contract

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and additional work can be distinguished from each other. These should, of course, be accompanied with such calculations, based upon dimensions obtained from actual measurement, as are necessary to determine the correct quantities of the different classes of work." These instructions, which were dated the 20th December, 1860, were given to the Architects, both for the Parliamentary and the Departmental Buildings. From this I conceived I had a right to expect correct measurements from the Architects, so far as the progress of the work would admit of it.

74. What would be the difference, on any given number of superficial feet of wall, in measurement and value, between your mode of measurement and Mr. *Killally's*?—I cannot tell. I do not know what Mr. *Killally's* mode of measurement was. The mode we adopted was to take the actual superficial measure in reference to cut stone, and the actual quantity as regards cubic contents.

75. Hon. Mr. *Dessaulles*.] Did not the application of the apparatus for heating and ventilation, after the contracts were given, lead to greater expense than if the whole had been taken under the same contract?—There is no doubt it would.

76. Could it not be seen at one glance, by any competent man, that the plans of the buildings could never be executed for the sums agreed upon in the contracts?—I think it might have been well seen that no man could have put up those buildings, according to the plans and specifications, for that sum of money.

77. Did you ever express that opinion to any person who could have, or did have, some influence in the agreements entered into with the Contractors?—I never did. I never saw the plans in detail till I saw them in Ottawa, I think in January, 1861.

78. When was your Report sent to the Commissioner of Public Works?—Was it handed in on or after the 20th April, the day it is dated? My Report on the Ottawa Buildings was handed in to the Department of Public Works on the 30th day of April, 1861.

79. Hon. Mr. *Shead*.] Have you reason to doubt that the measurement made by the Architects, upon which you based your report, was correct?—I have no reason to doubt it was correct. The two measurements do not agree. I see there are much larger quantities in the estimates returned by Mr. *Killally* than in the previous estimate. Mr. *Killally's* was made at a later period, but there are certain quantities to which there could have been no additions.

80. Are you prepared to say that, taking into account all the circumstances of Mr. *Killally's* settlement, and its bearing upon contract work, the Province has not received full value?—I have never been officially called upon to examine Mr. *Killally's* estimate, and consequently can take no circumstances connected with it into consideration, other than those I have already stated, viz., that I see some of the quantities largely in excess of those submitted in the estimate I agreed to.

81. Hon. Mr. *Seymour*.] Was the departure from schedule prices for extra work, authorized by Order in Council?—I have never seen any Order in Council to that effect. The authority was given by the Department of Public Works, to the best of my knowledge. *John Page.*  
27th May, 1862.

Tuesday, 27th May, 1862.

MEMBERS PRESENT :

The Honorable MR. MOORE, CHAIRMAN,

The Hon. Mr. DESSAULLES,	The Hon. Mr. HAMILTON,
“ “ “ SEYMOUR,	(Inkerman),
“ “ “ ALEXANDER,	“ “ “ SKEAD,
“ “ “ E. H. J. DUCHESNAY.	

*John Page*, Esq., called in and further examined.

82. *Chairman*.] You state that when making your estimate of the cost of the work, you called upon the Architects to furnish the quantities of work done. Did you also consult with them regarding the prices for extra work?—Yes; I consulted with the Architects in regard to prices, and I beg to refer to their special report to me, printed on pages of the Blue Book, 286, 287, 288, 289, 290 and 291, for the opinion of Messrs. *Fuller and Jones*, Architects for the Parliamentary buildings; and to pages 303, 304, 305, 306 and 307, for the opinion of Messrs. *Stent and Laver*, Architects for the Departmental buildings. In reference to the documents here alluded to, I may say that the Contractors having submitted their claim to me, in detail, I officially referred the same to the respective Architects, for their report on its different items. They, in the documents to which I have reference, took up each separate item of the claim in regard to prices, and they gave their opinion distinctly upon them. I had previously consulted and discussed the question of prices with the Architects. On receiving the documents referred to, I wrote a letter to the Architects respecting some of the prices, and got a second reply from Messrs. *Fuller and Jones*, to this effect:—“ Since we submitted our report upon the prices, &c., allowed to the Contractor, we beg to state that, from information we have obtained, we find that our opinion as to the rate allowed for Item No. 14, ‘pick-face to ducts,’ being ample, is more than confirmed. We are justified in stating that 30 cents per foot, super., is sufficient for the work; and a reduction in similar proportion should be made for ‘picked-face

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“work’ in boiler-pit.” My answer to the communication from these gentlemen was the following:—“Having carefully examined your report of the 8th instant (received yesterday), in reference to prices for certain items of additional work connected with the Parliamentary buildings in progress of construction, under your charge, I agree generally with the suggestions therein contained, and consider they should, so far as applicable, be embodied in the estimate now being made.” This had reference to the Parliamentary buildings. At my request, a second communication was addressed to me by Messrs. *Stent and Laver*, Architects for the Parliamentary buildings, in answer to a letter I sent them, which letter was to the following effect:—“I am desirous of having your opinion in reference to the prices estimated for the facing of the cold-air ducts, and of the boiler-houses, as both seem to me high for such a class of work. Your early reply will enable me to determine whether the various questions embraced in your report of the 20th instant” (the document already referred to), together with those now brought under notice, can be at once disposed of, or if it will be necessary to submit them to the Department. I may, in conclusion, remark that, if necessary, the same power exists for diminishing as for increasing the rates hitherto paid for work ‘extra’ of contract.” They reply:—“We have the honor to acknowledge the receipt of your letter of 21st instant, referring to the subject of our report on memoranda of prices submitted by Messrs. *Jones, Haycock & Co.*, and requesting our opinion on the prices estimated for facing of the cold-air ducts and for the boiler-houses, the latter not being alluded to in Contractors’ statements. In reference to the former, we have again considered the prices proposed in our report, and are still of opinion that the reductions therein contained may be made on the ashlar when built, viz: 5 cents per foot; such price being established from the close of building operations in November last. With regard to arches for these ducts, outside of building, not mentioned in our report (no return having been made), we submit the following price which we propose to adopt, viz: \$1.05 per foot, the soffit only being measured. The whole of this is dimension-stone, averaging 14 inches deep. In reference to the dressed stone facing of boiler-houses, we have to remark that this stone was taken from the excavation for sewers on right hand block, and found to be of sufficiently good quality for the purposes required, but produced in large and unshapely blocks, requiring more additional labor in working and setting than ordinary sized stone from the local quarries. Still it was deemed preferable to use it in the building, to having to cart it some distance at an extra expense, and bring other stone from the Gloucester quarries, the only available place at which dimension-stone can be obtained. The price hitherto allowed for this work is 90 cents per foot superficial, carrying beds and joints. The stone for 5 feet above the footings being of greater cubical dimensions, we propose to retain the price of 90 cents, as estimated, and for the remainder, we are of opinion that a reduction of 12 cents per foot on the face may be made. P. S.—We may here remark the dressed stone referred to is also measured as masonry.” My answer to *Stent and Laver* was as follows: “Having carefully examined your reports of the 20th and 22nd instant, in reference to prices for certain items of additional work connected with the Departmental buildings under

" your charge, I agree with the suggestions therein contained, and consider they should, so far as applicable, be embodied in the estimate now being made." It may therefore be stated that I consulted fully with the Architects, with regard to the prices allowed in the estimate for work done prior to the 1st February, 1861, and which prices were also understood to embrace the rates for similar classes of work still remaining to be done; that is to say, the rates for work extra of the contract.

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83. Did the prices you agreed to correspond with those established in Mr. *Killaly's* Report?—Since I was before the Committee yesterday, I have looked more carefully into Mr. *Killaly's* estimates, and I find that the prices therein given are much in excess of those to which I agreed in the estimate for work done up to 1st February, 1861.

84. Did the Architects sign your estimate in their official capacity, and also sign Mr. *Killaly's* estimate?—Yes, they signed my estimate, which was up to the 1st February, 1861, and which is in the hands of the Department of Public Works, and may be had from the Secretary. And from the Blue Book, I see that they also signed the estimate of Mr. *Killaly*. They fully agreed to the prices which were contained in the estimate. In fact, they made out the estimate themselves, and I assented to it.

85. You state in your evidence that Mr. *Killaly's* estimate was not referred to you officially. Are you aware if it was referred to any other official of your Department?—Mr. *Killaly's* estimate was not referred to me officially. I am not aware of its being referred to any other person in the Department. I am fully of the opinion that it was not.

86. Is it the usual custom to refer the Report of officers to the other professional officials for an opinion upon it?—It is customary for the report of one officer to be referred to another officer for his opinion, before any direct action is taken upon it. My report on the Ottawa Buildings, for example, was referred to the Deputy Commissioner, whose report upon my report will be found in the Blue Book. I have no knowledge of Mr. *Killaly's* report having been referred to any other officer in the Department.

87. Can you assign any reason why Mr. *Killaly's* estimate was not referred in accordance with the usage of the office?—I can assign no reason whatever why Mr. *Killaly's* estimate was not referred to any other officer in the Department.

88. You state in your evidence that you never saw the detailed plans, until you went to Ottawa to examine the Works. Do you know who advised the Government regarding the acceptance of the plans?—From the Blue Book, pages 12, 12½, and 13, it appears that it was the Deputy Commissioner, Mr. *Keefer*; and I may likewise draw attention to Mr. *Rubidge's* report, following that of Mr. *Keefer*. I may also refer to a letter from His Excellency the Governor General, the last Document in the Blue Book, in which letter His Excellency seems to differ in opinion as to the degree of excellence attached to the respec-

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tive plans submitted at the competition. Whilst saying this, however, I do not wish it to be understood that it was His Excellency who was the adviser of it; but his letter was on the reports of Mr. *Keefer* and Mr. *Rubidge*, who were the professional advisers in reference to the designs, as appears from the Blue Book. There is a subsequent report of Mr. *Keefer*, on page 15½, 16, and 17, on the same subject. There may have been other advisers, but I am not aware of it.

89. Were the designs completed at that time?—I have already mentioned that I never saw the designs until they were in Ottawa. I should say that they were not completed at that time, as the system of heating and ventilation was subsequently adopted.

90. Can you state how long the works connected with the buildings were advertised for tenders, and when the system of heating and ventilation was adopted?—On the 8th September, 1859, tenders were invited for the erection of the Buildings, and it was stated in the notices, that tenders would be received until 1st November following. The time was, however, extended until the 15th day of November. The tenders were invited for heating and ventilation, by public notices dated 14th November, 1859; and on the 28th January, 1860, the works connected with the heating and ventilation were awarded to Mr. *Garth*, of Montreal.

91. Who furnished the plans for heating and ventilating?—Mr. *Garth*, of Montreal, submitted the plans, as called for by the advertisements.

92. Do you know if these plans were submitted to any one for an opinion?—I may say that there were various plans submitted, and that they were referred to Mr. *Fuller*, who examined them, and reported to the Department a recommendation that Mr. *Garth's* plan, No. 1, marked, "Proposal No. 4," should be adopted. Mr. *Fuller* signs his report, "Thomas Fuller, for Fuller and Jones, Architects for the Parliamentary Buildings," and which report can be seen in the Blue Book, pages 138, 139, 140, 141, and 142. The report of Mr. *Keefer*, the Deputy Commissioner, follows, on pages 142 and 143, on the same subject, and recommending the adoption of the same plans.

93. Do you consider that they should have been fully completed before the works were let?—I consider that it would have been very desirable that the plans should have been completed before the works were let.

94. Can you state wherein the designs were defective at the time the contracts were awarded?—They must of course have been considered deficient in the system of heating and ventilation; otherwise, there would have been no occasion for adopting the present system.

95. Could these deficiencies have been seen at the time the plans were accepted?—As a matter of course, it was as easy to have seen them at that time as at the time the works were let. I may say that I am aware of no circumstance which had taken place that would have made

it more apparent at the time the system of heating and ventilation was advertised for, than what might have been equally foreseen at the time the plans were accepted. John Payne.  
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96. Was this deficiency known at the time the works were let?—It was known. The contract was awarded on the 5th December, 1859, and the system of heating and ventilation was advertised for on the 14th November, 1859.

97. Were these deficient works embraced in the contract?—They were not all embraced in the contract. The masonry, excavation, &c., connected with the system of heating and ventilation, was not embraced in any contract.

98. Was the Department aware of the extent of these deficient works?—I do not know that the Department was aware of the extent of the works connected with the heating and ventilation, or of the extent of the drainage required in connection with them and for the buildings.

99. Have you seen any estimate of them made before the contract was entered into?—I have seen no estimate of them made before the contract was entered into.

100. Is it a usual course to let out works when it is known that large additions will be required, without first ascertaining the exact extent and the cost of such additions?—It is not by any means usual to do so in the Department of Public Works, or by any other public body with which I am acquainted.

101. In what manner is authority obtained to proceed with extra works?—In cases where the work is not of large extent, the authority is generally given by the Commissioner of Public Works. But where it is of large extent, the authority is usually given by an Order in Council.

102. Was the authority to proceed with these works obtained in this way?—The authority to proceed with the system of heating and ventilation you will find in the Blue Book, page 144. The authority of Council was given to proceed with the heating and ventilation on the tender of Mr. *Garth*, as recommended by the Commissioner of Public Works.

103. Can you tell if the Commissioner knew that the extra works would be so large items as they now appear to have been when the works were let?—I think he did not, inasmuch as when my report was submitted, he expressed his surprise very much at the large amount of the increase, stating he had no idea that the system of heating and ventilation would have cost so much. Mr. *Garth's* tender was for \$61,285. He stated that he was aware there was some brick and stone work which was not embraced in Mr. *Garth's* tender. I had made out my estimate at that time, and I requested Hon. Mr. *Rose*, the then Commissioner, to state his opinion as to what this brick and stone work

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would amount to. After some consideration, he said he thought it would not exceed, in his estimation, \$8,000 or \$10,000. I told him that it would be nearly \$360,000, exclusive of Mr. *Garth's* contract. By that, I mean the works connected with the heating and ventilation. Mr. *Rose* then became very much excited, saying that he had not known it up to that time, neither were the Government aware of it.

104. Could the nature of the foundation have been ascertained before the works were let?—It might have been ascertained in a general way by trial pits.

105. Was it not the duty of the Architects to furnish the estimates of extra work? If not, whose duty was it?—The *Order in Council* (page 30 Blue Book) under which the Architects were appointed, together with the instructions given them by the Department of Public Works (pages 131, 132, 133, 134, 135 Blue Book) describes the duties they were expected to perform, and amongst others they were to furnish and certify to the correctness of all estimates for the works. In reference to approximate estimates, that is to say, estimates made before works are undertaken, I find on page 311 of the Blue Book, a review of my Report on the Ottawa Buildings, by the Deputy Commissioner, Mr. *Keefer*, in which he states:—"I have to remark that " while, for reasons hereinafter stated, a certain amount of extra expenditure for the alterations and additions to the contract was to be " anticipated still, the Architects not having furnished this Department with any estimate of the probable cost of the works of this " class, I was unprepared for the statement that they will so far " exceed the amount of the contract price as Mr. *Page's* estimate now " shows."

106. Hon. Mr. *Seymour*.] Have you examined Mr. *Killaly's* measurement and estimate of brick work in the several Buildings? If so, state your opinion as to its correctness?—Since I was yesterday before the Committee, I have looked over Mr. *Killaly's* estimates more carefully than I had previously done. I find in them that his quantities are much in excess of the quantities furnished me by the Architects, and which I endeavoured to check as far as possible, and believe to have been as nearly correct as possible; that is to say, the quantities in my own estimate.

107. Hon. Mr. *Skead*.) Was there any assistance sent from the Department at Quebec to make the measurements of the Ottawa Buildings during your investigation, or since that period?—There were two persons appointed whose special business it was to attend to the measurements. I am not aware of the date of their appointment, but it was some time last summer, after my visit to Ottawa. One was appointed for the Parliamentary Buildings, the other for the Departmental Buildings.

108. Will you please give us the names of the parties who made the measurements during your investigation of the work?—As I state in my report, I would have held the Architects responsible; and were I going there to-morrow, I would do the same.

Wednesday, 28th May, 1862.

	Hon. Mr. MOORE, Chairman,	
Hon. Mr. CAMPBELL,		Hon. Mr. HAMILTON, ( <i>Inkerman</i> .)
“ “ DESSAULLES,	“ “	“ “ SKEAD,
“ “ E. H. J. DUCHESNAY,	“ “	“ “ ALEXANDER,
“ “ SEYMOUR.		

*John Page*, Esq., called in and further examined.

*J. Page*, Esq.

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109. *Chairman*.] You state in your evidence that the Contractor for the heating and ventilation furnished the plans for the work; can you inform the Committee whether the plans thus furnished were carried out under the directions of Mr. *Garth*, or the Architects?—The plans connected with the brick and stone works were carried out under the direction of the Architects, who, of course, would consult with Mr. *Garth*; but they were considered to be the responsible parties.

110. Are you aware of the existence of an estimate of the cost of carrying out the system of heating and ventilation by the Architects, furnished by them to the Commissioner of Public Works?—I am aware of no estimates connected with the heating and ventilation having been made before I visited Ottawa. I then called upon the Architects to furnish me with such an estimate, which forms the basis of the estimates I submitted to the Government, both as to the value and quantity of the works.

111. Do you consider it was the duty of the Architects to have furnished such an estimate?—I refer to my answer to the question, numbered 105.

112. Do you consider it was necessary to have gone to such an expense for the heating and ventilation of the Buildings?—I consider that the system of heating and ventilation could have been carried out at less expense in the Parliament Buildings, and that it is questionable if the Departmental Buildings required such a system.

113. Did the carrying out of the plan adopted necessarily entail such an outlay?—The carrying out of the system of heating and ventilation adopted did not, in my opinion, require such an outlay. On visiting the works, I objected to the expensive class of cold air ducts that were in progress of construction, which resulted in the Architects of the Departmental Buildings addressing me a letter on the subject. This letter is on pages 238 and 239 of the Blue Book; in which they state, that if the cold air ducts outside of the Buildings, are carried out of a like class of work as those inside, the probable cost will be \$66,265, exclusive of excavation; but if the unfinished portion is constructed of good rubble masonry, instead of dressed stone, a saving of \$23,100 would be effected. I then addressed a letter on the subject, to the Contractor for warming and ventilation, as the Architects had informed me that the ducts had been constructed by them in the manner the Contractor, Mr. *Garth*, considered necessary to the proper working of the system. The Contractor, in his reply to my letter, raised

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no objections to the cold air ducts being of rubble masonry "if well and smoothly built." I also wrote the Department of Public Works on the subject, and was answered that it was the duty of the Architects to adopt the most economical class of work, consistent with efficiency and durability. The letters referred to are in the Blue Book, on and between pages 236 and 243. My letters to the Architects, stopping further expenditure on air ducts of dressed stone, and authorizing the construction of ducts of rubble masonry, will be found on pages 243, 244 and 245 of the Blue Book.

114. Do you consider the Departmental instructions to the Architects warranted them in carrying on the works connected with the heating and ventilation on a scale so extensive, and of a character so expensive, as that which the late reports shew to have been adopted?—It appears to me, that as the Architects were responsible for the application of the plans to the respective Buildings, and for making arrangements such as would admit of their being successfully and appropriately carried out in detail, they might fairly consider themselves justified in carrying the works to the extent done inside of the Buildings. But it is questionable whether they acted judiciously, in adopting such an expensive class of work, and still more so in extending the ducts and placing them in the position they have done, outside the Building, without further authority from the Department.

115. Do you know if any estimate was made of any of the additional works connected with the Buildings before such works were commenced?—I am aware that in a report, dated the 1st February, 1860, Messrs. *Stent & Laver* informed the Department that they had excavated pits on different parts of the site of the right hand block of Departmental Buildings, for the purpose of ascertaining the depth of the soil from the surface of the Rock, and that they found five feet of loamy sand next the surface, and an equal quantity of clay immediately below it. They stated that the depth to the rock at the south-east corner of the building was 13 feet, 9 inches, and at the south-west corner 10 feet 6 inches, whilst at the north-west end it was not more than 6 feet below the surface, and at the proper depth to receive the foundation walls of the building; and suggested the desirability of excavating for all the foundation walls to rest on the rock, as they feared the building would be otherwise insecure. They further stated that they had prepared an estimate of the additional cost of excavation and walling required to accomplish this object, and found the amount to be \$4,275, and requested instructions how to proceed. In reply to this, they were informed that the Commissioner approved of carrying the foundation walls down to the rock, in all parts of the right hand block of Departmental Buildings; but before the order was given for it, he desired to be furnished with an estimate, in detail, of the quantity of masonry, and the prices at which the extra work was estimated, which, with the assistance of the Clerk of Works, they were desired to prepare and forward.

In reply to this, the Architects state "we find it impracticable to furnish you with the precise quantities of work, owing to the uncertain level of the rock, but annex, herewith, the prices at which our calculations for the extra works have been made. We have reason to

“believe, on further examining the ground, that the approximate estimate, which we furnished in our communication of the 1st instant, will not be exceeded, J. Page, Esq. 22nd May, 1862.

“Masonry, per toise of 72 feet, in trench, ..... \$9 66  
 “Rock excavation in trench, below five feet from the surface..... 1 90 per cub. yard  
 Do. to five feet deep... 1 25 per cub. yd.”

In reply to the above, the Architects were informed, (8th March, 1860), that the Deputy Commissioner, to whom the matter was submitted, does not approve of the prices given.

In a letter, dated 12th March, 1860, the Architects acknowledge the receipt of the above letter, remarking:

“We beg to say, that the prices were arrived at in a conference with Messrs. *Fuller & Jones*, Mr. *Morris* and ourselves, held for the special purpose of arriving at prices for extra work. The decision and prices being entered in the Minute Book, at the Clerk of Works' office, and applying equally to both Parliamentary and Departmental Buildings. The toise of 54 feet cubic being used in the Parliamentary Building, and the local toise of 72 feet adopted by us, the prices being in the same proportion. We take the liberty of suggesting that a schedule of prices for extra works shall be prepared by the several Architects employed on the Public Works here, which shall be the basis upon which all extra works shall be valued.”

On the 23rd March, 1860, the Architects were requested by the Department, to furnish a list of prices upon which extra works should, in their opinion, be returned and paid for. In reply to this, Messrs. *Fuller & Jones* state, “We have the honor to lay before you, the three following prices fixed for extra work on the Parliament Buildings, and at the same time, beg leave to state that it is impossible to fix, with any degree of accuracy, a complete schedule of prices, until the works are further advanced.”

Excavation in rock, not exceeding five feet in depth, \$1.25 per c. yard.  
 Do. do. below five feet in depth..... 1.90 per c. yard.  
 Masonry in foundation and backing..... 8.00 per toise.

On the 14th April, 1860, Messrs. *Stent & Laver* informed the Department by letter, that the Deputy Commissioner approved of their suggestions to submit the prices for all extra work to a conference of the several Architects. On the 19th April, 1860, Messrs. *Stent & Laver*, in a letter accompanying the monthly estimates of work done at the Departmental Building, state:

“You will observe in the prices for rock excavation that we have allowed \$1.00 per yard more for similar works on the left hand block to what is allowed on the right hand Building, viz: \$2.25 and \$3.25 for excavation below five feet deep. The reason of this is owing to the different character of the rock, and the greatly additional amount

J. Page, Esq. "of labor and powder required in the excavation. The attention of the  
 22nd May, "Deputy Commissioner was called to this during his recent visit to  
 1862. "Ottawa."

I have no recollection of having seen, during my inquiry into matters connected with the Buildings at Ottawa, any other estimates for additional works than those above stated, except the monthly progress estimates, which are in the hands of the book-keeper.

116. Does that estimate correspond with the amount stated in your estimate?—The rates for the depth of excavation stated are nearly the same, but the quantities must have been greater in the right hand block than Messrs. *Stent & Laver's* original estimate, as the amount is much greater than stated in their letter of the 1st February, 1860.

117. Do the rates or quantities of such works correspond with those stated in Mr. *Killaly's* report?—The quantities of excavation are much larger, and the prices considerably higher in Mr. *Killaly's* estimate than in the estimate made by myself and the Architects, for work done up to the 1st February, 1861.

118. Do the prices which the architects recommended in their official letters to you, (to which you have referred us) as in the Blue Book, correspond with those stated in Mr. *Killaly's* estimate?—The prices stated in Mr. *Killaly's* estimate are generally much higher than the prices which the Architects recommend as fair rates in their official letters to me, on and between pages 286 and 291, and on and between pages 303 and 309 of the Blue Book; but the price for brick work is nearly the same.

119. Are you aware of any reason for this increase of price, or increase of quantities?—I am not aware of any reason for so much increase of price. The increase of quantities is no doubt, in some cases due to more work having been done since the estimate up to the 1st February, 1861, was made.

120. Were the sewers or main drains from the Buildings embraced in the contracts?—The sewers or main drains were not embraced in Builders' contracts.

121. Had the Architects any authority from the Department of Public Works to construct these sewers?—I do not recollect of having seen any instructions from the Department to the Architects in reference to the construction of main drains or sewers.

122. Did the Architects send an estimate to the Department for these sewers before the work upon them was commenced, and did they state the class or character of the work?—I have never seen any estimate of the cost of the sewers, or description of the class or character of the works in them, that was made before the works were commenced. The first estimate and description of them that I am aware of having been made, was made by the Architects and myself, in January or February, 1861.

123. Did the Contractors ever complain of a difficulty in getting necessary plans from the Architects?—Yes, such complaints were made by the Contractors.

*J. Page, Esq.*  
28th May,  
1862.

124. When were such complaints made, and to whom?—They were made to me, when at Ottawa in January or February, 1861; previous to that time they had been made to the Deputy Commissioner, as he informed me when I was about to proceed to Ottawa, and to the best of my recollection, they were made to the Hon. Mr. *Rose*, then Commissioner.

125. Do you know if the Contractors have made any allusion to these complaints, or preferred any claim in connection therewith, since Mr. *Killaly's* estimate was made?—I am not aware of any allusion to these complaints having been made lately, or of the Contractors having made any claim in connection with them.

126. Are the prices in Mr. *Killaly's* estimate greater or less than the Contractors asked in their communications to you, when you were employed in examining matters connected with the works?—In some cases they are greater, and in others they are less.

127. Can you give any reason for this difference?—I can give no explanations in regard to Mr. *Killaly's* estimate, as I have no knowledge of the mode of measurement adopted.

128. What proportion does the extra work bear to the contract work?—According to the estimate made 20th April, 1861, which was principally based upon quantities and rates furnished by the Architects, with a per centage allowed by me for contingencies, the total extra work is about one and one-half ( $1\frac{1}{2}$ ) times the contract work. According to the estimate of the Architects and Mr. *Killaly*, dated 16th April, 1862, the total extra work is two and a half ( $2\frac{1}{2}$ ) times the contract work. The estimate of the Architects and Mr. *Killaly*, of the 11th and 12th March, 1862, shows the extra work done up to the 1st December, 1861, to be three and one quarter ( $3\frac{1}{4}$ ) times the contract work done up to the same date.

*James Bain, Esq.*, Book-keeper and Accountant of the Department of Public Works, called in and examined.

*Jas. Bain, Esq.*

22nd May,  
1862.

129. *Chairman.*] What was the balance of the appropriation unexpended, on the 1st June, 1861?—\$327,986.75.

130. What payments were made to the Contractors after that date, and what was the date and amount of each?—The accompanying Statements, Nos. 1, 2 and 3, will show this.

Jas. Bain, Esq.

## No. 1.

28th May,  
1862.

PAYMENTS made to JONES, HAYCOCK & Co., Contractors for Departmental Buildings, Ottawa, after 1st June, 1861.

Dates, 1861.		No. of Certificate.	Amount of each Payment.
June 13.....	To Certificate.....	7,600	\$30,000 00
20.....	" .....	7,620	26,175 86
July 5.....	" .....	7,653	5,000 00
22.....	" .....	7,725	13,992 13
Aug. 1.....	" .....	7,749	10,000 00
24.....	" .....	7,854	40,000 00
Sept. 11.....	" .....	7,921	23,700 00
Oct. 9.....	" .....	8,000	30,000 00
28.....	" .....	8,091	10,000 00
Nov. 20.....	" .....	8,191	45,000 00
1862.			
May 13.....	" .....	8,831	2,000 00

J. BAIN, *Book-keeper.*

## No. 2.

PAYMENTS made to THOMAS MCGREEVY, Contractor for the Parliamentary Buildings, Ottawa, after 1st June, 1861.

Dates, 1861.		No. of Certificate.	Amount of each Payment.
June 13.....	To Certificate .....	7,601	\$30,000 00
18.....	" .....	7,610	10,000 00
25.....	" .....	*7,625	15,000 00
July 31.....	" .....	7,746	25,000 00
Aug. 26.....	" .....	7,855	20,000 00
Sept. 11.....	" .....	7,917	40,000 00
Oct. 8.....	" .....	7,999	40,000 00
19.....	" .....	8,085	10,000 00
Nov. 20.....	" .....	8,192	45,000 00

\*This Certificate was for \$20,150, but \$5,150 of it was for an account for levelling grounds, &c., during the visit of H. R. H. the Prince of Wales, and has been charged to the Ottawa Buildings generally.

J. BAIN, *Book-keeper.*

## No. 3.

PAYMENTS made after 1st of June, 1861, to CHARLES GARTH, Contractor for the heating and ventilating of Public Buildings, Ottawa.

Dates, 1861.		No. of Certificate.	Amount of each Payment.
June 13.....	To Certificate.....	7,596	\$19,651 28
Aug. 23.....	" .....	7,848	5,819 00
1862.			
Jan. 4.....	" .....	8,345	2,000 00
Feb 31.....	" .....	8,659	1,100 00

131. What was the amount of each monthly estimate of the Architects in charge, paid after the 1st June, 1861?—The following statements give the details:—

AMOUNT of each monthly estimate paid after the 1st of June, 1861, to Messrs. JONES, HAYCOCK, & Co., Contractors for the Departmental Buildings, Ottawa.

Amount of estimate for May.....	\$26,302 83
“ “ June.....	18,992 13
“ “ July.....	19,904 44
“ “ August.....	24,872 56

J. BAIN, *Book-keeper.*

AMOUNT of each monthly estimate paid after the 1st of June, 1861, to THOMAS MCGREEVY, Contractor for the Parliamentary Buildings, Ottawa.

Amount of estimate for May.....	\$12,264 43
“ “ June.....	25,198 36
*July.....	18,677 77
*August.....	37,946 61

\*Not signed by Architects.

J. BAIN, *Book-keeper.*

AMOUNT of each monthly estimate paid after the 1st of June, 1861, to CHARLES GARTH, Contractor for the heating and ventilating of the Public Buildings, Ottawa.

Amount of estimate from February to May.....	\$19,651 28
“ “ June to September.....	3,183 65

J. BAIN, *Book-keeper.*

*Tuesday, 3rd June, 1862,*

MEMBERS PRESENT :

The Honorable MR. MOORE, CHAIRMAN.

The Hon. Mr. ROSS,	The Hon. Mr. CAMPBELL,
“ “ “ SEYMOUR,	“ “ “ DESSAULES,
“ “ “ SKEAD,	

*Charles Baillargé, Esquire, called in and examined.*

*C. Baillargé,  
Esq.*

132. *Chairman.*] Are you not a Civil Engineer and Architect?— 3rd June, 1862.  
I am a Civil Engineer and Architect.

133. How long have you practiced as such?—I have practiced as such for the last fifteen years, during which time my experience has been most varied, having planned and superintended the construction of public and private edifices of all kinds, costing in the aggregate more than a million of dollars.

C. Baillargé,  
Esq.  
3rd June, 1862.

134. Did you examine with some accuracy of detail the estimates of Mr. Page and those of Mr. Killaly, in regard to the probable cost of the completion of the Ottawa Buildings for the accomodation of the Legislature and Public Departments?—I have examined with some accuracy of detail the estimates of Mr. Page and those of Mr. Killaly, in regard to the probable cost of the completion of the Ottawa Buildings for the accommodation of the Legislature and Public Departments.

135. What is the amount of the difference between those estimates?—The amount of difference between those Estimates is \$681,954, exclusive of Mr. Killaly's estimate of \$267,290 for cost of external work, levelling, approaches, gates, fences, etc.

136. How is this great difference to be accounted for?—Is it only by the adoption of the Ohio and Nepean stone for facing, or is it due to some essential difference in the basis adopted by these gentlemen in their measurement of the work?—This great difference is due almost entirely to the higher prices allowed by Mr. Killaly and to the mode employed by that gentleman in measuring the works. The difference is not merely due to the adoption of Nepean stone for facing, but largely also to the additional work necessitated by the system of heating and ventilation adopted, and construction of the main sewers.

The difference in price alone, allowed by Mr. Killaly on such portion of the Nepean stone facing as had been done up to 1st of October, 1861, amounts to not less than..... \$58,280 00

Mr. Killaly having allowed 50 cents per foot sup. where Mr. Page had allowed but 21 cents.

The difference between the two estimates for rubble masonry to the same date amounts to..... 82,000 00  
the price allowed by Mr. Page being at the rate of \$14 53 per toise, and that allowed by Mr. Killaly at the rate of \$20 98.

The difference between the two estimates on excavations alone to the same date amounts to..... 83,870 00  
due to the higher prices allowed by Mr. Killaly.

The difference in price allowed for facing the air ducts is..... 17,000 00  
and on Ohio stone..... 18,600 00

amounting altogether to..... \$259,750 00

Thus it appears that by a comparison of only five of the numerous items comprized in the estimates, a difference of \$259,750 00 is arrived at, and that in price alone and on such portions only of the works as were completed in September, 1861.

The remainder \$422,204 00 of the difference, is made up partly of the excess to be found in Mr. Killaly's estimate, as compared with that of Mr. Page, on nearly all the other items of work done and materials delivered up to the 1st of October, 1861, and the proportional excess to be allowed on all works done since October last, still remaining to be done to complete the buildings, and is also largely due to the mode of measurement adopted by Mr. Killaly; Mr. Page having merely measured the face of the work, while Mr. Killaly, in addition to an excess of from 50 to 150 per cent. on the prices allowed by him for facing the build-

ings and air ducts with block stone, has more than doubled the quantities to be allowed at such advanced rates by measuring the stone not only on the face but also on the bed and build, thereby adding 133 per cent. to Mr. *Page's* measurement.

*C. Baillargé,*  
Esq.  
3rd June, 1862.

137. Were all the air ducts and excavations made in the rock really required for the application and good working of the system adopted for the heating and ventilation of the buildings?—The air ducts and excavations made in the rock were really required for the application and good working of the system which has been adopted for the heating and ventilation of the buildings, but a large saving might have been effected on the cost of the air ducts, by building them entirely of rubble masonry, instead of facing them on the inside with block stone, the additional friction and consequent retardation of the air, due to the rougher surface of the rubble, being easily compensated by a slight addition to the sectional area of the ducts. It is possible, however, that some portions of the ducts might have been dispensed with, as Mr. *Page* states in his Report, by giving two or more of them a common outlet.

138. Do you know of any other mode of heating and ventilating large public buildings, more economical and as efficient as the one which has been adopted?—I do not know of any more efficient mode of heating and ventilating large public buildings than the one which has been adopted in the present case; but a more economical mode is that of laying the steam pipes beneath the floors, and introducing the air to them direct to the outside, through small apertures in the walls, and thence into the several apartments through registers in the floors and walls.

139. Did you examine the plans which have been adopted, and did you think it possible that they could be executed for the sum appropriated?—I did examine the plans which have been adopted, and did think it possible that they could have been executed for the sum appropriated, by adhering to the Specification, and adopting the more economical mode of heating and ventilation alluded to in my last answer.

140. Are you conversant with the mode of measurement which has been adopted by Mr. *Killaly*, and if so, please state if you consider it as a fair mode, both for the interests of the Contractor and of the Government?—I am conversant with the mode of measurement which has been adopted by Mr. *Killaly*, in measuring the inside facing of the air ducts, etc., and cannot consider it a fair one for the interests of the Government, in view of the high price allowed by that gentleman; the price should evidently have been diminished in the same ratio as the measurement was augmented by the system made use of.

141. Do you know what difference there is between the price which has been allowed by Mr. *Page* for the toise of masonry, and that allowed by Mr. *Killaly*, and what is the real price allowed by the latter gentleman?—The price allowed by Mr. *Killaly* for the toise of masonry exceeds that allowed by Mr. *Page* by \$6 45. The real price allowed by Mr. *Killaly* for the toise of masonry is \$20 98.

C. Baillargé,  
Esq.

142. What is the price of the toise of masonry in Quebec and Montreal?—The price of the toise of masonry in Quebec and Montreal, is from \$8 to \$10 for the very best class of rubble work.

143. What was the extent of the superficial area of the walls of the buildings according to Mr. Page, and according to Mr. Killaly, respectively?—I am not possessed of data sufficient to state the absolute extent of the superficial area of the walls of the buildings, according to Mr. Page and according to Mr. Killaly, but it may suffice to state, that the excess in measurement of the latter over the former gentleman, must be 133 per cent, if, as it appears, the latter has estimated beds and builds, while the former has disregarded them.

144. What was the difference between these gentlemen in the quantity of bricks required?—I cannot state what was the difference between these gentlemen in the quantity of bricks required, not having any data for the comparison.

145. How can those discrepancies be accounted for?—In the measurement of brick-work, considerable discrepancies can be accounted for by a difference in the number of bricks allowed to the cubic foot, as also by the allowances and deductions made for openings of all kinds, arched work, smoke, hot air and ventilating flues, bond timber, &c.; thus, while the specification makes mention of 9 inch bricks, which go but 16 or 17 to the cubic foot, if measurement has been made of them at 20 or 22 to the foot, the price allowed in the estimates will in reality be from 15 to 30 per cent. over what it appears to be.

The following written evidence was laid before the Committee :—

### PUBLIC BUILDINGS, OTTAWA.

These buildings, intended for the seat of legislation, and the transaction of public business at the future capital of Canada, have been conceived and executed in a style of architecture, adapted for civil purposes, in which the true principles of construction accord with æsthetical effect; and by means of the most approved method of warming and ventilation, are designed to preserve the health, and promote the comfort and convenience of those who devote their time to the public service. As far as completed, they have been constructed in the very best manner, with due regard to permanence and utility, and without unnecessary ornament; but the outlay has far exceeded the limits first assigned for it.

The causes of this excess are manifold.

The Architects employed to superintend the works, from being comparative strangers to the Department, had not been accustomed to work under its direction. They had been selected to carry out their own prize designs, which from hasty preparation were found to be imperfect.

These imperfections are pointed out in the reports made upon these plans (see blue book, p. 13 to 18), and were sought to be removed by the instructions afterwards given to them when called upon to prepare the working plans. (See pages 20 to 23.)

The Government, in its desire to restrict the expenditure, assigned too narrow a limit for procuring the necessary accommodation. The Architect of the Department had prepared an estimate based on the plans of Mr. Cumberland, which amounted to £285,656, (see p. 8), but the expenditure was limited to £160,000 for which it was thought that buildings of a plain character might be erected.

As a consequence of these conditions, the plans and specifications had to be drawn in such a manner as to make the work as cheap as possible, and an inferior class of materials had therefore to be employed. But when it came to the actual carrying out of the plans as public works, a change to durable materials was wisely resorted to in order to render them permanent, and by this change the expense has been largely increased.

Furthermore, public opinion demanded an early commencement of the works; and this was the reason for proceeding with some parts before the plans of the whole had been fully matured. The building contracts were let before it was possible to make a selection of the most approved system for heating and ventilation, and before the buildings themselves could be actually located, or the nature of the foundations definitely ascertained. This, of necessity, left all the work in the foundations below the contract footings, and all that required in connection with the heating and ventilation to be afterwards provided for. It is from the additional works of this class that the largest expense for extra works has been incurred. Still, these being works of an indispensable nature, they must, under any circumstances, have been paid for by the Government in some way—if not under one contract, they must fall under another, but by proceeding with them under the first, they have been accomplished under the most favorable circumstances, and the advantage of one full year has thus been gained towards the completion of the works.

Although the subject of heating and ventilation had received the attention of the Architects, and provision, to a certain extent, had been made for it in their plans, yet, from the great importance of the question, and the diversity of opinion respecting it, as well as from the limited time left for maturing a plan, it was deemed best to take tenders for the buildings alone, without including heating and ventilation in the building contract, further than would be provided for by the construction of the fireplaces, flues and ventilating ducts shewn upon the plans as then prepared; leaving it to the Department afterwards to invite tenders for the heating and ventilation from persons practically acquainted with, and then engaged in that line of business, each of whom should describe the system on which his tender is based, and thereupon the Department to decide on which it would be most advantageous to adopt.

This was deemed a sufficient and satisfactory reason for leaving the heating and ventilation out of the building contract.

Furthermore, as the foundations of the buildings were reasonably supposed to be of limestone rock of a regular stratified formation, such as in many places appeared at the surface of the ground where the buildings were to be erected, it was, in view of the short time allowed for preparation, considered sufficient to provide that the walls should be founded at an average depth of five feet below the finished surface of the ground.

C. Baillargé,  
Esq.  
3rd June, 1862.

C. Baillargé,  
Esq.

3rd June, 1862.

To have stopped at that time actually to locate the buildings, and to sink test pits to determine the exact depth to the solid rock in all places, and then to fit the plans to the surface so as to ascertain beforehand precisely the amount of masonry and other work in the foundation, would have been considered by all parties at the time as quite an unnecessary delay, without any commensurate advantage, and without in the end materially affecting their ultimate cost; because it must be borne in mind that if more work was found necessary than was exhibited on the plans, more would have to be tendered for, and the contract sum would have to be proportionally greater.

For this reason the line of five feet below the finished surface of the ground was assumed by the Architects as fairly representing the quantity of work to be performed in the foundations, and whatever was more or less than that, was to be paid for or deducted as the case might be.

Indeed, it may be confidently affirmed that to have stopped at this particular juncture to settle such questions as the exact nature of the foundation, which every body would have pronounced to be solid rock, and the proper system of heating and ventilation for these buildings, would have caused the loss of a whole year in the commencement of the works and given great public dissatisfaction.

Returning again to the subject of heating and ventilation, and advertng to the reasons before assigned for leaving it out of the building contracts, as well as to the intention referred to of inviting tenders, it remains to be stated that the Commissioner, by notice of the 14th November, 1859, invited tenders for heating and ventilation of these buildings from competent plumbers and machinists, who were required to state upon what principle their tenders were based, and to submit detailed plans and specifications shewing its application to the buildings, and to guarantee its perfect efficiency for ten years. According to this notice the tenders were to be sent in by the 30th December; but owing to the great labour of preparing the plans, the time was extended to the 16th January, 1860.

A printed form of the general conditions to be attached to the contract was prepared and furnished at the office to all persons wishing to tender. In this it was required that the corridors, lobbies, passages and staircases, should be kept at a regular temperature of 75° fahrenheit, while the legislative chambers, the library, and all the committee rooms and offices, should be heated and kept (if so required) at the temperature of 65° fahrenheit, and the contractor was to guarantee the noiseless working and perfect efficiency of the machinery and apparatus to be used for this purpose. The masonry and brick-work connected with these arrangements were to be performed by the building contractors, because it had in part been provided for already in their contracts, and because any other arrangement for getting this work done must necessarily interfere with their building operations, and produce disorder on the works.

In compliance with the notice, and with these conditions, eight tenders were received on the 16th January, 1860, accompanied by the requisite plans and specifications. These were examined and reported on both by the Architects and myself, and on the 28th January the tender of Mr. Charles Garth, plumber and gas-fitter of Montreal, for a bulk sum of \$61,285, was accepted.

As this tender embraced only the machinery and apparatus to be used in the heating and ventilation, it would be necessary to call upon the building contractors, as before explained, for the setting of the boilers, the construction of the air vaults and passages, and such other masonry and brick-work, additional to their contracts, as the proper carrying out of this system involved.

Before entering into the contract, however, with Mr. Garth, the plans and specifications which he had submitted with his tender were referred to the Architects of the buildings respectively, they being responsible for the execution of the works, to have them carefully applied to each building under their own directions, in order that all the arrangements contemplated by these plans might be successfully and appropriately carried out in every detail in each one of the buildings respectively. In doing this it became necessary to make an entirely new set of drawings, which occupied a large share of the Architects' and Contractors' time, and prevented the contract being signed until 12th January, 1861; but in the meantime Mr. Garth had purchased his materials, and was proceeding with his arrangements for the execution of his contract. The time fixed for completion was the 1st April, 1862.

It will thus be seen that every precaution was taken for ensuring success in a very essential but difficult branch of the service. The most approved system was adopted. The plans were carefully arranged by a machinist who had devoted his whole life to the subject, and who had been, and was then practically engaged in applying this same system to various large buildings in the Province, some of which have been in successful operation for years. These plans have since been revised by him under the direction of the responsible architect in charge of the buildings, and every attention has been paid to the selection of materials and the perfection of workmanship for carrying them into effect.

#### SUPERINTENDENCE.

In accordance with received practice, the successful competitors were employed to carry out their own plans; and they were likewise to be paid their usual professional fees for the performance of this duty.

It would be their duty to prepare the detailed working drawings,—to lay out and superintend the works,—to make the monthly progress estimates for the Contractors,—to report progress to the Commissioner—and to make other special reports and estimates whenever called upon by him.

The remuneration they were to receive for their services was fixed by an Order in Council at five per centum on the outlay, but a limit was placed upon the amount on which they were to receive this their usual percentage; which, under no circumstances, was to be exceeded, whether of deviation from, or addition to the plans, or of delay in the progress; and they were to be paid at the discretion of the Commissioner, according to the progress of the work.

In addition to this they had the assistance of the Clerks of Works, and afterwards of Measurers, appointed and paid by the Department, but placed entirely under their control, to see that the plans, and their orders to Contractors, were faithfully carried into effect; and to assist them in laying out the works, and in making up measurements and estimates.

C. Baillargé,  
Esq.

3rd June, 1862.

Thus the Architects were placed in entire charge and direction of the works under the Department, and were responsible, as well for their proper execution in conformity with the contract plans, as for the correctness of the monthly progress estimates, which they were by the contract authorized to make to the Contractors; but they had no authority to order any extra work whatever without the special sanction of the Commissioner; and in order to provide for any that might unavoidably arise during the progress of the works, they were furnished with books of blank orders which required the Commissioner's signature before being sent to, or received by the Contractors. They were also furnished with copies of the contracts, and supplied with blank forms of estimates, in which, according to departmental regulations, the extra work performed during each month was to be entered in a separate column from the contract work.

### EXTRA WORKS.

During the first year's operations the Architects commenced and proceeded with the main drains leading from the buildings to the brow of the cliff, and the excavations for them were completed by the close of the season.

It will be observed, on comparing the plans of the works as executed with those of the contract, that the main drains from these buildings are of quite a different character from those provided by the contract. From the great depth of the foundations the latter were altogether inadequate. But although the drains as built, were indispensably necessary to the proper drainage of the buildings, still the Architects should have obtained the authority of the Department before proceeding with the additional work which their construction entailed.

They might reasonably suppose that for the portions of the works connected with heating and ventilation which fell *within* the buildings, and were necessary to the completion of the building contracts, they had sufficient authority, from the fact of their being charged with the execution of these contracts, but they were not warranted in constructing the cold air ducts, or proceeding with any works *outside* of the buildings without first applying for, and obtaining authority.

These cold air ducts, as represented on the plans of the works as executed, are built above the drains in the excavation made for the latter; but as the plans for these are not to be found, either in the original plans, nor yet amongst those for heating and ventilation, they have been constructed on the sole authority of the Architects. True, this plan of the ducts is judicious and necessary; but their immediate construction was not essential to the carrying on or completion of the other works, and they might have been deferred until an estimate of the cost was submitted, and authority obtained for that purpose. At the time when they were built, however, there was every facility for doing the work to the best advantage.

In the course of the first year's operations, the Architects received authority for making the following alterations, involving the performance of work extra of the contract:—

#### ON THE PARLIAMENT BUILDINGS.

1. Alterations in basement walls: for making additional rooms.

2. Converting portions of the basement into fuel vaults, and forming a through passage for fuel carts. C. Baillargé,  
Esq.
3. Opening passages in foundation walls, for convenience of laying gas and water pipes. 3rd June, 1862
4. Changing position of water closets.
5. Strengthening buttress walls of Library.

#### ON THE DEPARTMENTAL BUILDINGS.

1. Changing the front of the right hand block from Wellington Street to the Square.
2. Changing the position of the small tower of this block to the east end of Wellington Street front.
3. Changing the position of the photograph room to the higher part of the roof in the left hand block.
4. Giving greater projection to the octagonal turret of the left hand block, to afford more room inside.
5. Alterations in basement walls, for making additional rooms, where the height of the wall admit of so doing.

#### ON PARLIAMENT AND DEPARTMENTAL BUILDINGS.

1. To excavate the earth and loose rock below the contract footings, down to the surface of the solid rock, for the foundation walls.
2. To employ Nepean sandstone in place of limestone for all the rubble facing of external walls.
3. To excavate the works connected with heating and ventilation inside the buildings.

It is however to be remarked, that the estimates made and forwarded by the Architects, of the work performed by the Contractors during each month, shewed, as the season advanced, an amount of extra work so much in excess of what was considered due to the works which had been authorized as here recited, that the Commissioner's attention being directed to it, he brought the subject before Council, by a report dated 4th December, 1860.

The operations of the season being then brought to a close, it was thought a fitting time, during the suspension of the works in winter, to make a full and comprehensive examination into the whole matter, touching the general character and progress of the works, the alterations which had been made and the extra work performed; and also to regulate the mode in which future advances on progress estimates should be made; and to report on the general management and supervision of the works.

Under the authority of an Order in Council of the 18th December, 1860, Mr. Page, the Chief Engineer of the Department, was instructed to proceed to Ottawa, and undertake the performance of this duty, and received full powers to obtain from the Architects and Clerks of Works, and all others, such information and assistance as he might think necessary.

In compliance with his instructions, Mr. Page proceeded at once to Ottawa, and entered upon the duty with which he had been entrusted.

During four months of winter, he was diligently employed collecting information, investigating plans and estimates, and making a thorough examination into all questions connected with the works, in

C. Baillargé.  
Esq.  
3rd June, 1862.

order to qualify himself for making a comprehensive report to the Commissioner. In this, I think, he has done the subject full justice. For his Report presents at once a comprehensive view of the whole matter, an impartial statement of all the material circumstances connected with the inception and progress of the works; fair and reasonable estimates of the probable cost of the works in progress, as well as of those not yet commenced, or contracted for, but considered necessary, in his opinion, for their proper completion; and important recommendations in reference to the future management and supervision of the works.

It was a part of his duty to suggest a simple form of Progress Estimate, by which the different kinds of work would be properly classified; and he was required to satisfy himself as to the correctness of the quantities returned, as well as to their actual value.

Accordingly, while at Ottawa, he had the Estimates arranged and drawn up in their present form, distinguishing three classes of works performed by the Contractors. 1. *The Contract Work.* 2. *Extra Works* arising out of the contract. And 3. *Additional Works* connected with Heating and Ventilation. He also checked the quantities entered in the Estimates, and regulated the prices at which they should be paid. See his Report, Appendix H, 26th February, 1861.

This Report, on reaching the office, was referred to me by the Commissioner; and on the 3rd May, 1861, I submitted to him my Report upon it and upon the position of the works generally. Reference being had to this Report, it is needless here to repeat the statements and observations which it contains; and I will now proceed to shew what action was taken on these Reports, and in what position the works stood on the 1st June, 1861.

On the 11th and 13th May, letters were addressed to the Architects, positively prohibiting them from deviating from the contract, or incurring any further extra work without the special permission of the Department.

The Commissioner, by Report dated 14th May, 1861, brought before Council the Reports of the Chief Engineer and myself, on the Ottawa Buildings, in which he stated that "The arrangements which were made in the first instance ought, if carried out by the proper parties, to have prevented any expenditure beyond the contract sum, without the authority of the Department; but it appeared from these Reports that the positive rule requiring the order of the Commissioner had been departed from," and recommended further measures to stop unauthorized expenditure.

The Order in Council of the 15th May, 1861, approved of the course recommended by the Commissioner; and gave him authority also to suspend the Architects, should he think fit to do so.

Thereupon a Departmental Order was made, dated 16th May, 1861, assigning to me, for the time, with the aid of the Assistant Engineer, the duty of visiting the works and carrying these recommendations into effect.

Accordingly, on the 20th May, I proceeded to Ottawa, and remained there in the performance of that duty, until recalled to Quebec, in consequence of a change about to take place in the Head of the Department. I returned on the 10th June; my Report of the 17th June (Page 329 of Blue Book), shews what progress I had made during

my stay in Ottawa, in carrying the Commissioner's instructions into effect. C. Buillargé,  
Esq.

The building operations of the Contractors had been actively resumed early in April, and with the large force employed, considerable progress had been made by the time of my arrival in Ottawa. After making an examination of the state of the works I found it was my first duty under my instructions to put an immediate stop to all works then in progress, which were not embraced in the building contracts; as far, at least as this could be effected without hindrance to the carrying out of these contracts. This was done by letters addressed to the Architects on the 25th May, the immediate effect of which was to stop all the works then in progress, connected with the heating and ventilation, lying *outside* of the external walls of the buildings; as well as those connected with the drains leading from the Boiler-Houses down to the river. By another letter, dated 28th May, some works for finishing off the rooms in the Basements of the Departmental Buildings, which had recently been commenced, but not ordered, nor embraced in the contract, were stopped. 3rd June, 1862.

Some minor changes and alterations, not involving any additional expense, were authorized; and in one instance where the stability of the walls was concerned, the recommendation of the Chief Engineer in regard to the strengthening of certain walls was allowed to be carried into effect.

In regard to the future management and superintendence of the works, I was then of opinion, that it would be best for the public interest to continue the Architects in their charge; and to hold them responsible as heretofore for the proper execution of their own plans under the then existing contracts; but considered it necessary that a responsible officer of the Department should exercise a closer supervision over them, and also over the Contractors' operations for the future. This was accordingly done by addressing letters to them, and to the Architects, explaining their duties, and the relation in which they stood towards each other.

In order also to facilitate the making out of the monthly progress estimates, the recommendations of the Chief Engineer, of appointing measurers of works was acted on, and one was appointed for each contract. Their duties were particularly defined by letter, and the Architects duly notified of their appointment, and of the nature of their duties; and further informed that they were placed entirely under their orders to assist them in this branch of the service.

It was supposed that, by confining the future operations chiefly to the Contract Works, and by adhering strictly to its terms, in compliance with the orders of the Government, the amount of the monthly progress estimates for the remainder of the working season, even with the same force employed, must be considerably lessened; and that they would not probably exceed \$25,000 a month on each contract, or \$50,000 on both.

Then as the balance of the appropriation on hand on the 1st June, 1861 was \$327,986.75, it was confidently expected that the works could be uninterruptedly carried on, without any further grant, until the close of the working season, when the building operations must necessarily cease with the setting in of frost, and be discontinued for the winter.

C. Baillargé,  
Esq.

The general position of the works at this date, 1st June, 1861, may be thus stated :

3rd June, 1862.

The gross estimate of the Chief Engineer for all contract and extra work, both on the Parliament and Departmental Buildings, in progress and recommended by him was..... \$1,654,166

But deducting the several works recommended, but not included in the contracts, nor yet commenced. See my Report 3rd May, 1861..... 217,758

Leaves..... \$1,436,408

As the estimated cost of the Contract Works, the extra and additional works in foundations, and the works connected with heating and ventilation.

Deducting from this the amount of the Contract Work, including the allowance made by the Chief Engineer for superintendence and contingencies, 18 per cent.. \$809,288

Leaves..... \$627,120

as the estimated cost of the extra and additional works in foundations and works connected with heating and ventilation, being for extra and additional works in foundations.

Parliament Buildings..... \$139,910

Departmental Buildings..... 204,410

\$344,320

and for works connected with heating and ventilation :

Parliament Buildings ..... \$136,000

Departmental Buildings..... 146,800

\$282,800

Total ..... \$627,120

In these Estimates the sum of \$28,500 is included for Iron Roof to the Legislative Halls (not ordered), and for some further additional works considered indispensably necessary for strengthening the walls.

The following Statement of Expenditure gives the amounts expended and unexpended up to the 1st June, 1861, upon the several contracts as well as upon the extra and additional works in foundations and works connected with heating and ventilation, including superintendence, contingencies, and miscellaneous expenses.

#### STATEMENT OF EXPENDITURE ON THE PUBLIC BUILDINGS AT OTTAWA, UP TO 1ST JUNE, 1861.

**SHewing**, 1st. The amount expended up to that date on Contract and extra works, and upon the Superintendence, Contingencies, and Miscellaneous charges upon the appropriation. 2. The amount required to finish the contract and extra works, then in progress, according to the Estimate of the Chief Engineer of the 20th April, 1861, (omitting the class of additional works not ordered nor embraced in the contracts.) 3. The total cost of the works in progress, according to the Estimate of the Chief Engineer, and the report thereon of the Deputy Commissioner of the 3rd May, 1861.

PARTICULARS.	Expended.	Unexpended.	Total.	C. Baillargé, Esq. 3rd June, 1862.
	\$ cts.	\$ cts.	\$ cts.	
<b>1. Parliament Buildings.—THOMAS MCGREEVY, Contractor.</b>				
On Contract Work, Gross amount of Estimate .....	107,853 46	240,646 54	348,500 00	
On Extra Works, and on Additional Works in Foundations, do .....	88,353 43	51,556 57	139,910 00	
On works connected with Heating and Ventilation do .....	68,067 93	67,932 07	136,000 00	
Totals .....	264,274 82	360,135 18	624,410 00	
Drawback .....	16,110 87	16,110 87		
Amount paid 1st June, 1861 .....	248,163 95			
<b>2. Departmental Buildings.—JONES, HAYCOCK &amp; Co., Contractors.</b>				
On Contract Work.—Gross amount of Estimate.....	83,042 26	195,767 74	278,810 00	
On Extra Works, and on Additional Works in Foundations, do .....	151,799 42	52,610 58	204,410 00	
On Works connected with Heating and Ventilation, do .....	71,594 69	75,205 31	146,800 00	
Totals .....	306,436 37	323,583 63	630,020 00	
Drawback .....	30,912 82	30,912 82		
Amount paid 1st June, 1861 .....	275,523 55			
<b>3. Heating and Ventilation.—CHARLES GARTH, Contractor.</b>				
On Contract Work.—Gross amount of Estimate.....	11,000 00	50,285 00	61,285 00	
On Plans and Additional Works .....	800 00	700 00	1,500 00	
Totals .....	11,800 00	50,985 00	62,785 00	
Drawback .....	1,300 00	1,300 00		
Amount paid 1st June, 1861 .....	10,500 00			
<b>4. Superintendence and Contingencies.</b>				
Architects : Messrs. FULLER and JONES .....	11,100 00	7,234 00	18,334 00	
do do STENT and LAVER .....	8,900 00	5,766 00	14,666 00	
Clerks of Works .....	5,298 75			
Fencing Mayor's Hill .....	1,218 46			
Premium Designs—Original .....	3,400 00			
Cumberland and Storm.—Plans for Governor General's Residence .....	1,500 00	68,367 25	86,193 00	
Printing and Advertising .....	2,726 94			
General Expenditure .....	3,681 60			
Totals .....	37,825 75	81,367 25	119,193 00	
Grand Totals .....	572,013 25	864,394 75	1,436,408 00	
The Appropriation .....	\$572,013 25	327,986 75	900,000 00	

When recalled from Ottawa, I was engaged in instituting a check upon the measurement of work done up to that time. Instructions with that view had been given to the measurers of works, and a draughtsman from the office was employed in taking copies of all original plans and notes of measurement, to be found in the possession of the Architects. It was important that, in case of fire or accident, the Department should have in its possession duplicates of all such documents, by means of which it may at any time verify the returns. Complete copies of all these have been made, and are now lodged in the office at Quebec.

In accordance with the intention expressed in my report of the 17th June, 1861, I made one more visit to the works, between the 8th and 11th July following. The new arrangements for superintendence seemed to be working well. No further complaints reached me, either from the

*U. Baillargé,*  
Esq.

3rd June, 1862.

Architects or the Clerks of Works, under them, and the time and attention of all parties seemed to be fully occupied with their respective duties.

Difficulties, however, began to arise between the Contractors and the Architects of the Parliament buildings. The former complained that, in consequence of the works not being properly, nor in due time set out for them, they were delayed in their operations, and also that they were not justly dealt with in their estimates.

I returned to Quebec on the 15th July, and on the 17th, was consulted by the Commissioner in reference to the propriety of proceeding with some extra works which had been recommended and estimated for by the Chief Engineer.

This is the last time I was called upon by the Commissioner to do any act, official or otherwise, in connection with the Public Buildings at Ottawa; and I may add that since that time I have had no official knowledge of what has taken place between the Department and the Contractors. The Commissioner took the entire management into his own hands—making advances to Contractors without estimates to cover them—signed all certificates; and the appropriation becoming exhausted, he stopped the works, and thereby broke the contracts.

In regard to my own responsibility under such circumstances, it will be seen, on referring to the Act 22 Victoria, chap. 11, that although the Deputy may be, and is, charged with conducting the business of the office generally, and has the oversight of the officers and clerks; and although his authority as such shall be deemed to be that of the head of the Department, still it must be exercised "*without prejudice to the control of the latter in all matters whatever.*"

If, therefore, the Commissioner choose to take the entire control, as he did on this occasion, his Deputy has no choice but to leave it entirely to him.

I have purposely brought down my statement of expenditure no further than to the 1st June last, because since then I could exercise no influence to control the expenditure. Up to that time I can state that no payments were made to the Contractors except as warranted by the contracts, upon the Architects' measurements and estimates of work done and materials delivered, which estimates were invariably examined and certified by the proper officer of the Department before the certificates were issued. Since that date, however, or rather since the resignation of the Hon. Mr. *Rose*, (12th June 1861), this rule has been departed from.

The question of modes of measurement was enquired into by the Commissioner, who had letters addressed to various persons on the subject. (See copy of one sent to *John Bowes*, 19th July, 1861, put in with this). Another letter was addressed to Mr. *Bowes*, 14th August, 1861, (also put in) instructing him in regard to the mode of measurement, and to forward his estimates direct to the office without submitting them for the approval of the Architects; thereby relieving the Architects of the responsibility for their correctness.

From the book-keepers' statements of the estimates received and payments made since 1st June, 1861, it will be observed that the payments are always in advance of the estimates; and that there are in fact no estimates in the office, save those of Mr. *Killaly*, to warrant the payments already made to the Contractors; and this estimate, contrary to Departmental rules, was never officially referred either to the Archi-

tect or Chief Engineer of the Department, or to the Deputy Commissioner. It was entered in the books of the office, 28th November, 1861, and remained with the Commissioner until fyled away, 26th April, 1862. This estimate, never having been examined or approved by any officer in the Department, is not a sufficient authority to warrant payments on account of it. The only regular authority the Department had for making payments to Contractors, were the regular monthly estimates made in pursuance of the contract by the Architects in charge, including extra work at the prices fixed by the Chief Engineer.

C. Baillargé,  
Esq.  
3rd June, 1862.

Four such regular estimates were made and received for the Departmental Buildings after June 1st, 1861. Namely, for the work done in May, June, July and August. Two for the Parliament Buildings, May and June, regular; and two July and August irregular, not being signed by the Architects.

The works having been stopped on the 1st October, there remains one month, September, for which no estimate was made. From my own knowledge of the state of the works, the contracts and estimates, I am convinced that if a regular estimate had been made for September, including all contract and extra work done up to the period of stoppage on the 1st October, 1861, at the rates and prices fixed by the Chief Engineer, it will be found that the Contractors not only have nothing to receive, but that they have been overpaid.

I am of opinion that Mr. *Killaly's* estimate, although certified by the Architects in charge, is incorrect, both as regards prices and quantities, and that it ought not to be accepted by the Department. On the other hand, I consider Mr. *Page's* estimate fair and reasonable, and look upon it as the only authority the Department has for making payments to the Contractors.

Had the same course been followed after the 12th June, 1861, as had been pursued previously, of making payments only on the estimates of the Architects, there would have been no necessity for stopping the works and breaking the contracts; for the balance of the appropriation then in hand was ample, seeing that all the extra work had been stopped, to carry it on until winter. The stopping of the works broke the contracts, because the limitation clause No. 13 of the usual printed form of contract had been left out of the contracts for these buildings.

From my own knowledge of the works, I can state that up to 1st June, 1861, although the extra works had largely exceeded what they ought to have been, had the orders of the Department, first given, been strictly complied with, still the work which was done was necessary, and was paid for at fair prices, and the Government had full value for the outlay.

The payments to Contractors since then were made without my knowledge or approval, and I had no power to intervene. But being of opinion that they have been improperly made, I consider it my duty to avail myself of this the first constitutional opportunity afforded me of recording this opinion, and laying all the facts before your Committee.

It will be seen by reference to the Book-keeper's statement herewith submitted, that the estimates received since the 1st June, 1861, for work done and materials supplied up to a month previous to the period of stopping, amount to—

<p><i>C. Baillargé,</i> Esq. 3rd June, 1862.</p>	<p>For Parliament Buildings..... \$94,085.17        “ Departmental Buildings..... 90,071.96        “ Heating and Ventilation ..... 22,834.93</p>	<p><u>\$206,992.06</u></p>
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To these must be added the estimates for the month of September, and the costs of protecting the works for winter.

The payments to Contractors since the 1st June, 1861, amount to—

<p>For Parliament Buildings..... \$235,000.00        “ Departmental Buildings..... 235,867.99        “ Heating and Ventilation ..... 28,576.28</p>	<p><u>\$499,444.27</u></p>
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If the most liberal allowance be made for the works and materials above referred to as not having been embraced in the estimates, it will still be found that on the basis of Mr. Page's Report the Contractors are now overpaid.

SAMUEL KEEFER,  
Dy. Comm'r P.W.

Quebec, 2nd June, 1862.

[Copy.]

No. 37,578 Initial,  
Sub. 1026.

DEPARTMENT OF PUBLIC WORKS,  
Quebec, 19th July, 1861.

SIR,—Complaints having been made against the mode of measuring works adopted and followed at the Parliament Buildings at Ottawa,

I am directed by the Honorable the Commissioner to request you to answer the following questions, viz :—

1. According to what usage have you measured these works? State whether the mode of measurement you have adopted was chosen by yourself, or whether it was adopted by you, in consequence of instructions given to you. State by whom such instructions were given.
2. State whether you were born in this country, or how long you have been in Canada.
3. State the experience you have had in measuring buildings.
4. Give a general statement of the different systems of measuring in Upper and Lower Canada respectively.

The Commissioner expects you will be pleased to furnish him with ample information on these points.

A letter from Mr. *McGreevy*, complaining of the mode of measurement, will be forwarded to you in a few days.

I am, &c.,  
(Signed,) T. TRUDEAU,  
Secretary.

JOHN BOWES, Esq.,  
Measurer Parliament Buildings,  
Ottawa.

[Copy.]

No. 37,894 Ref. to No. 54,172.  
Sub. 1026.

DEPARTMENT OF PUBLIC WRKS,  
Quebec, 14th August, 1861.

*C. Baillargé,*  
Esq.  
3rd June, 1862.

SIR,—With reference to the measurement of work done, and materials delivered, at the Parliament Buildings, Ottawa, I am directed by the Honorable the Commissioner to state that, inasmuch as the parties tendering were not informed what system or usage of measurement would be followed in reference to these buildings, the Contractors must naturally have presumed that they were to adopt the mode of measurement in usage in the locality where the buildings were to be erected, and, without doubt, have based their calculations on the mode referred to.

I am therefore directed to instruct you to measure the work done, and to be done, and the materials delivered for the buildings you are now engaged upon, according to the usages and customs in force in Ottawa.

I am further to request you to take special care, with regard to the contract work, that the pro-rata rates allowed in the progress estimates are in fair proportion to the bulk sum named in the contract.

I have also to instruct you to transmit, in future, the estimates direct to this Office, as soon as they are prepared.

I am, &c.,  
(Signed,)

T. TRUDEAU,  
Secretary.

JOHN BOWES, Esq.,  
Measurer, Ottawa.

3rd June, 1862. PAYMENTS made to THOMAS MCGREEVY, Contractor for the Parliament Buildings, Ottawa, with the dates of such payments, and the authority for making them.

Date.		Number of Certificate.	Amount.	AUTHORITY.
			\$ cts.	
1860.				
February 9	To Certificate...	5554	1,737 77	Estimate for January, 1860.
March 12	do	5677	4,429 20	do February, do
April 26	do	5880	5,034 51	do March, do
May 10	do	5951	10,445 00	do April, do
June 20	do	6118	15,855 14	do May, do
July 19	do	6296	33,269 98	do June, do
August 7	do	6416	29,315 81	do July, do
Sept. 8	do	6512	11,000 00	Portion of drawback.
Sept. 17	do	6538	35,000 00	Account of Estimates for August and September.
October 31	do	6787	20,000 00	do do do do
Nov. 16	do	6885	12,675 15	Balance do do do
Nov. 19	do	6896	20,000 00	Advance on account.
1861.				
February 2	do	7174	9,000 00	Account of corrected Estimate, February, 1861.
March 16	do	7301	8,289 12	In full of do do do do
April 17	do	7406	15,194 01	Estimates for February and March.
May 17	do	7514	16,918 26	do April, and accounts.
June 13	do	7601	30,000 00	Order in Council, 13th June, 1861.
June 18	do	7610	10,000 00	On account of May Estimate.
June 25	do	7625	15,000 00	do June do
July 31	do	7746	25,000 00	do July do
August 26	do	7855	20,000 00	do August do
Sept. 11	do	7917	40,000 00	Advance on account.
October 8	do	7999	40,000 00	do do
October 19	do	8085	10,000 00	do do
Nov. 20	do	8192	45,000 00	do do
Total.....		\$	483,163 95	

PAYMENTS made to Charles Garth, Contractor for the heating and ventilating of the Public Buildings, Ottawa, with the dates of such payments, and the authority for making them.

Date.		Number of Certificate.	Amount.	AUTHORITY.
			\$ cts.	
1861.				
January 26	To Certificate...	7151	7,700 00	Progress Estimate for December, 1860.
April 8	do	7352	2,000 00	On account.
June 13	do	7596	19,651 28	Estimates from February to May, 1861.
August 23	do	7848	5,819 00	do do
1862.				
January 4	do	8245	2,000 00	Estimates to 31st December, 1861.
March 31	do	8659	1,100 00	do do
			\$38,270 28	

PAYMENTS made to JONES, HAYCOCK & Co., Contractors for the Departmental Buildings, Ottawa, with the dates of such payments, and the authority for making them. 3rd June, 1862

Date.		Number of Certificate.	Amount.	AUTHORITY.
			\$ cts.	
1860.				
Feb'y 13...	To Certificate...	5576	2,254 97	Estimate for January, 1860.
March 19...	do	5704	3,885 12	do February, 1860.
April 26...	do	5861	10,350 22	do March, 1860.
May 10.....	do	5939	5,718 95	do April, 1860.
June 12.....	do	6088	24,149 85	do May, 1860.
July 11.....	do	6260	11,830 51	Supplementary Estimate for May.
" 14.....	do	6276	5,000 00	Advance to be repaid monthly.
" 18.....	do	6288	32,009 55	Estimate for June, 1860.
August 23.	do	6442	32,253 96	do July, 1860.
October 2..	do	6564	20,000 00	Advance on account of August and September.
Nov'r 13...	do	6870	10,313 65	Estimate for do do
" 23.....	do	6904	37,705 82	Estimate for October.
" 30.....	do	6914	1,076 00	Supplementary Estimate for May.
Dec'r 11...	do	6970	8,000 00	Advance on account.
1861.				
Jan'y 15...	do	7132	16,000 00	Advance on account.
March 11...	do	7287	18,360 39	Corrected Estimate for February, 1861.
April 17...	do	7405	13,920 38	Estimate for March, 1861.
May 15.....	do	7506	21,424 43	do April, 1861.
" 20.....	do	7521	1,269 75	Short paid on April, 1861.
June 13.....	do	7600	30,000 00	Order in Council, 13 June, 1861.
" 20.....	do	7620	26,175 86	Estimate for May.
July 5.....	do	7653	5,000 00	On account of Estimate for June.
" 22.....	do	7725	13,992 13	Balance of do do
Aug. 1.....	do	7749	10,000 00	Advance on account.
" 24.....	do	7854	40,000 00	do do
Sept. 11....	do	7921	23,700 00	do do
October 9...	do	8000	30,000 00	do do
" 28.....	do	8091	10,000 00	do do
Nov'r 20...	do	8191	45,000 00	do do
1862.				
May 13.....	do	8831	2,000 00	do do
			<u>\$511,391 54</u>	

No. 41,218 Ref. to No. 58,860.  
Subject No. 1025.

DEPARTMENT OF PUBLIC WORKS,  
Quebec, 3rd June, 1862.

SIR,—I have the honor to transmit herewith, to be laid before the Committee on the Ottawa Buildings as stated in your communication of the 19th ultimo, two statements shewing the amounts, &c., paid to the Contractors for the Parliament and Departmental Buildings at Ottawa respectively.

I am, Sir,

Your obedient servant  
(Signed,)

T. TRUDEAU,  
Secretary.

A. A. BOUCHER, Esq.

Clerk of Committee, Legislative Council, Quebec.

3rd June, 1862.

**CHARLES GARTH, Contractor for the Heating and Ventilating of Public Buildings, Ottawa, in account current with the**

Department of Public Works.

*Dr.*

*Cr.*

Date of Payment.	PARTICULARS.	Number of Certificate.	Amount.	When Received.	PARTICULARS.	Amount.
1861.			\$ cts.	1861.		\$ cts.
January 26.....	To Certificate in payment of Estimate for December, 1860.....	7151	7,700 00	January 2.....	By Estimate for December, 1860.....	7,700 00
April 8 .....	To Certificate on account of May Estimate .....	7352	2,000 00	June 13.....	do from February to May, exclusively....	19,651 28
June 13.....	To Certificate on account of Estimate from February to May .....	7596	19,651 28	June 30.....	do for May.....	7,819 00
August 23.....	To Certificate on balance of May Estimate .....	7848	5,819 00	January 2.....	do to 31st December.....	3,100 00
1862.						
January 4.....	To Certificate on account of Estimate to 31st December, 1861 .....	8345	2,000 00			
March 31 .....	To Certificate balance of Estimate to 31st December, 1861 .....	8659	1,100 00			
	<b>Total.....</b>	<b>.....\$</b>	<b>88,270 28</b>		<b>Total.....</b>	<b>88,270 28</b>

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**THOMAS McGREEVY, Esq., Contractor for PARLIAMENT BUILDINGS, Ottawa,**  
in account current with Department of Public Works.

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3rd June, 1862. THOMAS MCGREEVY, Esq., Contractor for PARLIAMENT BUILDINGS

Dr.

Date of payment.	PARTICULARS OF PAYMENT.	Number of Certificates.	Amount of Each payment.	
			\$ cts.	\$ cts.
1860.				
February 9.....	To Certificate in payment of Est.. Jan. 1860	5551	1,737 77	
March 12.....	To do do do do February	5677	4,429 20	
April 26.....	To do do do do March....	5860	5,034 51	
May 10.....	To do do do do April.....	5951	10,445 00	
June 20.....	To do do do do May.....	6118	15,855 14	
July 19.....	To do do do do June.....	6296	33,269 98	
August 7.....	To do do do do July.....	6416	29,315 81	
September 8.....	To do of portion of drawback.	6513	11,000 00	
" 17.....	To do on acct. of Est. for Aug. & Sept.	6538	35,000 00	
October 31.....	To do do do do do	6787	20,000 00	
November 16.....	To do in full do do	6885	12,675 15	
" 19.....	To do on account. ....	6896	20,000 00	
				198,762 56
				198,762 56
1861.				
January 1.....	To balance brought down.....		20,000 00	
February 2.....	To Certificate on ac. of corrected Est. Feb..	7174	9,000 00	
March 16.....	To do in full do do	7301	8,289 12	
April 17.....	To do in paymt. Est. Feb. & March	7406	15,194 01	
May 17.....	To do do April and account...	7514	16,918 26	
				69,401 39
				69,401 39
1862.				
June 13.....	To Certificate per order in Council, 13 June	7601	30,000 00	
" 18.....	To do on account of May Estimate..	7610	10,000 00	
" 25.....	To do do June do	7625	15,000 00	
July 31.....	To do do July do	7745	25,000 00	
August 26.....	To do do Aug. do	7855	20,000 00	
September 11.....	To do advance on account .....	7917	40,000 00	
October 8.....	To do do do .....	7999	40,000 00	
" 19.....	To do do do .....	8085	10,000 00	
November 20.....	To do do do .....	8192	45,000 00	
			235,000 00	
1862.				
January 1.....	To Balance .....		\$140,290 68	

Ottawa, in account current with Department of Public Works.

3rd June, 1862.

Cr.

When Received.	PARTICULARS OF ESTIMATES CREDITED.	Amount.	
		\$ cts.	\$ cts.
1860.			
February 6...	By Estimate for January, 1860.....	1,737 77	
March 9.....	By do for February, 1860.. .....	4,429 20	
April 23.....	By do for March, 1860.....	5,034 51	
May 10.....	By do for April, 1860.....	10,464 80	
June 16.....	By do for May, 1860.....	15,835 34	
July 19.....	By do for June, 1860.....	33,259 93	
August 6.....	By do for July, 1860.....	29,315 81	
November 13	By a portion of drawback allowed.....	11,000 00	
	By Estimate for August and September, 1860....	67,675 15	
	By Balance.....		178,762 56
December 17.	By Estimate for Oct. and Nov., not approved...		20,000 00
1861.			
January 30...	By do for Dec., '60, and Jan., '61, do ...		198,762 56
March 6.....	By Estimate corrected to 1st February, 1861....	37,289 12	
April 13.....	By do for March, \$15,274 71 Less accounts B., 5, 6 and 7. 80 70	15,194 01	
May 15.....	By Estimate for April..... 17,542 41 Less accounts A 17, B 6, C 6 & 7 624 15	16,918 26	
			69,401 39
			69,401 39
June 22.....	By Estimate for May.....	12,264 43	
July 18.....	By do for June.....	25,196 36	
August 9.....	By do for July.....	18,677 77	
September 7..	By do for August.....	37,946 61	
	By Accounts deducted in April.....	624 15	
	By Balance .....	140,290 68	
			\$235,000 00

3rd June, 1862

Messrs. JONES, HAYCOCK &amp; Co., Contractors for the DEPARTMENTAL

DR.

Date of payment.	PARTICULARS	Number of Certificate.	Amount.
			\$    cts.
1860.			
February 13.....	To certificate for Estimate for January 1860.....	5576	2,254 97
March 19.....	do do February, 1860.....	5704	3,885 12
April 26.....	do do March, 1860.....	5861	10,850 22
May 10.....	do do April, 1860.....	5939	5,718 95
June 12.....	do do May, 1860.....	6088	24,149 85
July 11.....	do do Supplementary for May	6260	11,830 51
" 14.....	do advance to be repaid monthly.....	6276	5,000 00
" 18.....	do Estimate for June, 1860.....	6288	32,009 55
August 23.....	do do July, 1860.....	6442	32,253 96
October 2.....	do Advance on ac., Aug. & Sep. 1860	6564	20,000 00
November 13.....	do Estimate for do do 1860.....	6870	10,313 65
" 23.....	do do October, 1860.....	6904	37,705 82
" 30.....	do Supplementary Estimate for May	6914	1,076 00
December 11.....	do Advance on account.....	6970	8,000 00
			204,548 60
1861.			
January 1.....	To Balance brought down.....		8,000 00
" 15.....	Certificate for advance on account.....	7133	16,000 00
March 11.....	do corrected Est'e. for 28th Feb., 1861.	7287	18,360 39
April 17.....	do Estimate for March, 1861.....	7405	13,920 38
May 15.....	do do April, 1861.....	7506	21,424 43
" 26.....	do this amount short paid in April.....	7521	1,269 75
			78,974 95
June 13.....	To Balance overpaid brought down.....		126 97
" 13.....	Certificate Order in Council, 13th June, 1861.....	7600	30,000 00
" 20.....	do Estimate for May, 1861.....	7620	26,175 86
July 5.....	do on account of Est'e for June, 1861	7653	5,000 00
" 22.....	do Balance of Estimate for June 1861..	7725	13,992 13
August 1.....	do Advance on account.....	7749	10,000 00
" 24.....	do do do.....	7854	40,000 00
September 11.....	do do do.....	7921	23,700 00
October 9.....	do do do.....	8000	30,000 00
" 28.....	do do do.....	8091	10,000 00
November 20.....	do do do.....	8191	45,000 00
			233,994 96
1862.			
January 1.....	To Balance brought down.....		143,923 00
May 13.....	To Certificate advance on account.....	8831	2,000 00
			145,923 00
May 31.....	To Balance.....		\$145,923 00

## BUILDINGS, Ottawa, in account with DEPARTMENT OF PUBLIC WORKS. 3rd June, 1862.

CR.

When received.	PARTICULARS.	Amount.
1860.		\$ cts.
February 8.....	By Estimate for January, 1860.....	2,254 97
March 16.....	do February, 1860.....	3,885 12
April 24.....	do March, 1860.....	10,350 22
May 8.....	do April, 1860.....	5,718 95
June 9.....	do May, 1860.....	24,149 35
" 20.....	do Supplementary for May, 1860.....	11,830 51
July 17.....	do June, 1860.....	33,009 55
August 15.....	do July, 1860.....	33,253 96.
October 9.....	do August and September 1860.....	32,313 65.
November 17.....	do October, 1860.....	38,705 32
" 30.....	this amount retained on Supplementary Estimate for May, now credited.....	1,076 00
December 10.....	Estimate for November, not approved.....	
	Balance.....	8,000 00
		<u>204,548 60</u>
1861.		
March 6.....	By corrected Estimate, 28th February, 1861.....	42,360 39
April 12.....	Estimate for March 1861..... \$14,316 54 less accounts Nos. 9, 10 and 11..... 396 16	13,920 38
May 4.....	Estimates for April—corrected.....	22,567 21
	Balance.....	126 97
		<u>75,974 95</u>
June 20.....	By Estimate for May, 1861.....	26,302 83
July 18.....	do June, 1861.....	18,992 13
August 14.....	do July, 1861.....	19,904 44
September 9.....	do Aug. 1861.....	24,872 56
	Balance.....	143,923 00
		<u>233,994 95</u>
	By Balance.....	145,923 00
		<u>\$145,923 00</u>

Wednesday, 4th June, 1862.

MEMBERS PRESENT:

The Honorable MR. MOORE, CHAIRMAN.

The Hon. Mr. SEYMOUR,	The Hon. Mr. CAMPBELL,
“ “ “ DESSAULLES,	“ “ “ SKEAD.
“ “ “ ALEXANDER,	

The Honorable *Joseph Cauchon* examined.

Hon. *Joseph Cauchon*.

4th June, 1862.

146. *Chairman.*] What was the amount paid to the several Contractors for the Public Buildings at Ottawa, previous to the 1st June, 1861, and what was the balance of the appropriation unexpended up to that date? what payments were made to the Contractors after that date? state the amount of each and date thereof, the authority for making such payments, whether by Order in Council or otherwise, and if those payments so made were based upon estimates for work done after deducting the per centage to be retained by the Commissioner of the Board of Works Department as specified in the Contract.—I do not remember; the facts can be best ascertained by referring to the books of the Department.

147. Did the Department act on the report made by Mr. *Killaly*, on the 7th November, of the measurements and prices established by him, or on the subsequent estimate, dated March 11th, 1862, in making payments?—The Department acted neither on the first nor on the second Report of Mr. *Killaly* in making payment.

148. Did you give specific instructions to Mr. *Killaly* relative to the mode of measurement to be adopted by him? and if so, can you state what the instructions were?—I did not; the whole of the instructions to Mr. *Killaly* are contained in the letter of the 21st September, 1861, (appendix p. 359 & 360,) but on the 14th of August the following letter was sent by my orders to the Measurers of Works.

(Copy.)

No. 37894, Ref. to 54172,  
Sub. 1026.

DEPARTMENT OF PUBLIC WORKS,  
Quebec, 14th August, 1861.

SIR,—With reference to the measurement of work done and materials delivered at the Parliament Buildings, Ottawa, I am directed by the Honorable the Commissioner to state that inasmuch as the parties tendering were not informed what system or usage of measurement would be followed in reference to these buildings, the Contractors must naturally have presumed that they were to adopt the mode of measurement in usage in the locality where the buildings were to be erected, and without doubt have based their calculations on the mode referred to.

I am therefore directed to instruct you to measure the work done and to be done, and the materials delivered for the buildings you are

now engaged upon, according to the usages and customs in force in Ottawa. Hon. Joseph  
Cauchon.

I am further to request you to take special care with regard to the contract work that the pro rata rates allowed in the progress estimates, are in fair proportion to the bulk sum named in the Contract. 4th June, 1862.

I have also to instruct you to transmit in future the estimates direct to this office, as soon as they are prepared.

I am, &c.,

(Signed,)

T. TRUDEAU,

Secretary.

John Bowes, Esq., Measurer, Ottawa.

149. Did you observe that Mr. *Killaly* did not obey the instructions so given?—The answer to the last question comprises the answer to this question.

150. Are you able to state what means were used by Mr. *Killaly* to obtain correct measurements of the Works, and whether the Department had any reason to doubt the correctness of these estimates?—I am not; I was determined not to take the matter of the Ottawa Buildings into consideration before preparing a just, full and complete information, and before receiving the final report of Mr. *Killaly*. But this last report having reached the Department during the session, and being desirous of fulfilling the promises I had made to the House to lay the documents before it, I hastened to send them to the printer before I had even occasion to read them.

151. Did you not notice the large difference between Mr. *Page's* estimates for the completion of the buildings and Mr. *Killaly's* estimates?—I did, after the documents were printed.

152. What portion of the "extra works" were commenced at the time you assumed the duties of the Department?—This question can be better answered by referring to the books of the Department.

153. State what "additional work" has been ordered since Mr. *Rose* resigned the Commissionership of Public Works?—This question can be better answered by referring to the books of the Department.

154. What scale of prices was adopted by the Department for making out the progress estimates and the certificates for extra work?—The progress estimates were made previous to my entering office, on a scale furnished by the Architects and revised by the Officer of the Department.

155. Have you the details of Mr. *Page's* Report, shewing what scale of prices he adopted in making out his estimate?—I have not.

156. What reason do you assign for departing from the prices established by Mr. *Page*; in accordance with the instructions given him by the Department, on December 10th, 1860?—I have neither accepted nor rejected the prices established by Mr. *Page*, I only paid on account waiting for more complete information.

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157. Mr. *Page* estimates the cost of the extra works connected with heating and ventilation in all the buildings at \$282,800, exclusive of those under contract, while Mr. *Killaly's* estimate gives \$974,964.23 as the value of the same works; can you account for the difference?—I am not in a position at this moment to account for the difference between Mr. *Page's* and Mr. *Killaly's* reports; had I been obliged to take action, I would have studied closely the whole matter and come to a final conclusion upon it.

158. Was Mr. *Killaly* authorized by you, in writing or verbally, to effect a final settlement with the Contractors?—Mr. *Killaly* was not authorized by me either verbally or in writing, to effect a final settlement with the Contractors. I refer the Committee again to the letter of the 21st September, 1861.

159. Did you consider his settlement as final and binding both upon the Government and the Contractors?—I did not consider his settlement as final and binding on the Government. It would in my opinion be binding on the Contractors only if it were accepted as binding by the Government.

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Saturday, 7th June, 1862.

MEMBERS PRESENT :

The Honorable Mr. MOORE, CHAIRMAN.

The Hon. Mr. ALEXANDER,	The Hon. Mr. ROSS,
“ “ “ DESSAULLES,	“ “ “ SEYMOUR,
“ “ “ E. H. J. DUCHESNAY,	“ “ “ SKEAD.

*John Morris*, Esquire, called in and examined.

160. *Chairman.*] Have you been engaged on any large Public Buildings? If so, at what place?—In England I was engaged as Architect on large buildings, such as Churches and Collegiate and Grammar Schools; and subsequently, in this country, I was Clerk of the Works of Knox's College, and of the University Buildings in Toronto.

161. Were you employed on the Public Buildings at Ottawa, and in what capacity?—I have been acting as Clerk of the Works on the Ottawa Buildings.

162. When were you first employed in matters connected with those Buildings?—Early in the summer of 1859.

163. Did you give any advice regarding the adoption of the Designs for the Building? If so, when, and to whom?—I was called in specially to measure and compare the size of the buildings set forth in the several designs submitted to the Government. I was sometimes consulted in a conversational way by the Deputy Commissioner of Public Works, relative to merits or defects in the designs. I also suggested the method of entering down the respective merits of the designs in a tabular form, which was adopted; but I never saw the tabular form after it was prepared. I made those suggestions and gave those comparisons to the Deputy Commissioner of Public Works, and in part to Mr. *Rubidge*, before he left for Quebec, at the time the Deputy Commissioner was engaged in comparing the designs and preparing his report thereon.

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164. Did you consider those Buildings could have been erected, according to the plans adopted, for the sum stated in the advertisements asking for Designs?—Certainly not; and I expressed my opinion that the Parliament Building alone could not be completed under £150,000 (one hundred and fifty thousand pounds) and the Departmental Buildings, and the residence for the Governor General could not be erected at a less rate.

165. Did you give any opinion as to the cost? and if so, what was your opinion, and to whom did you give it?—Yes; I gave my opinion verbally to the Deputy Commissioner of Public Works, as above stated.

166. When you first examined the plans, did you observe any deficiencies in them? If so, state them.—I observed in some few cases that walls of the upper floors had no corresponding walls in the basement to support them. I also observed that the roofs in two or three instances were not sufficiently considered in reference to the winter season. I also discovered that there was a want of light in some cases. I also expressed my opinion that it was not advisable to excavate for the basement of the Parliament Building, which would have entailed expensive retaining walls and ornamental railings.

167. Did you consider the system of heating and ventilation sufficient for the purpose? or did you point out any manifest errors? and to whom? and could these deficiencies not have been remedied before letting the works?—There were no definite preparations made for heating the several buildings until after the erection of them was contracted for; but the ventilation was, in my opinion, tolerably well provided for. I do not think that much more perfect arrangements could have been made for ventilation until after the system of heating was determined upon, which should have been done before any contracts were entered into.

168. Did you consider that it was necessary to construct the sewers and air ducts with cut stone? and who ordered the class of work adopted?—I consider it necessary, if the sewers were constructed of stone at all, that it should be cut stone; I also consider that ducts, if at all necessary, should have a fair masonry face. The Deputy Commissioner verbally ordered the class of masonry used in the drains, as well as the dimensions of the same. The class of masonry used in the ducts was adopted to meet the stringent requirements of the Contract.

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4th June, 1862. tor for the heating and ventilation; and although it was sufficiently known to the Officers of the Department of Public Works, no written order was ever delivered for it.

169. What was the value per foot of the cut stone used in these works?—There are two or three different qualities of work in the ducts and drains. Some portions would be about 20 to 25 cents per foot, while other portions would be worth fifty per cent. more; and the arch work would be from three to four hundred per cent. higher than the lowest class.

170. What is the usual mode of measurement for such work?—The measurement is made on the face.

171. From whom did you receive your instructions? Was it from the Department, or from the Architects, or both?—I was requested by the Department of Public Works to take my directions entirely from the Architects.

172. Did you receive any directions from Officers of the Department which did not pass officially through the Secretary? If so, from whom, and what was their purport?—I do not recollect having received any such instructions from Officers of the Department having reference to the Buildings.

173. Did you always communicate officially with the Department?—I was not allowed to do so on any questions connected with the building, except a few questions which were specially referred to me to report upon; and my reports are in the hands of the Officers of the Department.

174. Did you receive special orders about the measurement of extra work? If so, what were they?—No, I never received any special orders on the subject.

175. Did you keep an accurate account of the measurements of such work? If so, can you now give a comparative statement of the real and measured quantities?—I kept accounts of all measurements of the works, which are in the hands of the Department; but owing to the rapid progress of the works, only approximate measurements were made during the first year, it having been my intention during the winter to complete them, and furnish plans and sections explanatory and in proof thereof. This was in progress before Mr. Page received his instructions to make his first investigation.

176. Did you state your opinion officially or otherwise to the Architects or other Officers, as to the prices deemed by you to be just for such work? If so, state your opinion; and did they ever fix prices without consulting you?—Only on one occasion, when I was requested to report to the Department (see report.) I had very often conversations (which I did not consider official) with the Architects upon prices; but the prices were invariably fixed by them.

177. Did you make the monthly estimates and certify to their correctness? If so, what induced you to certify to them?—Through my

self or assistants the monthly estimates of measurements were made, and I certified only to the approximate correctness of the measurements.

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178. Who gave the Contractors their instructions to proceed with extra work ordered? and state particularly who gave the instructions to do the work in the sewers and air ducts?—The instructions were given in some cases by the Architects direct to the Contractors, (of which I complained to the Department), and in other cases, were given through me.

179. Do Architects generally sign estimates, and by so doing assume the responsibility?—In the practice of the profession, it is invariably done, and almost exclusively without any signature of the Clerk of the Works.

180. Did the Architects so sign and assume the responsibility of the estimates on those Buildings?—Yes, they did.

181. Did any Officer of the Department of Public Works examine the works while you were employed? If so, were objections taken by such Officer to the prices or nature of the work? and what were these objections?—Yes, Mr. Page, the chief Engineer, examined the works, while I was employed, I never heard that Mr. Page has ever made any objections to the nature of the work. I believe in some cases in consultation with the Architects, he recognized some modifications in the prices affecting them, either by increasing or cutting them down. In all instances within my knowledge, he took care that the original responsibilities remained the same.

182. Can you recollect if Mr. Page objected to the manner in which the works were being carried out, the quality of the work or mode of measurement? and did he confer with you, and did you jointly agree to the rates to be allowed?—I never heard that Mr. Page ever objected to the manner in which the works were being carried out. I have heard him express his approbation of the quality of the work done up to the time he was examining it. I am not aware that he made any objection to the mode of measurement. In some few instances he conferred with me and we jointly agreed to the rates which might be allowed.

183. Did you see the estimates made out in February, 1861? and did the Architects and yourself sign such estimates?—The estimates made out in February, 1861, were made out under the cognizance of Mr. Page, in consultation with the Architects; and I only signed those estimates *pro-forma*, considering that they were under the supervision of a Superior Officer of the Department.

184. Were the prices therein named fair remunerative prices? and have you any reason for altering your opinion?—The prices made, as far as I know of them, would be fair remunerative prices for work already done; I have no reason to alter my opinion with regard to any that was specially within my notice.

185. Were these prices understood to apply to similar classes of work remaining to be done, as well as to your system of measurement?

—Both the prices and system of measurement were understood to apply to the future as well as the past, unless unforeseen circumstances should demand reconsideration.

186. Do you consider the Contractors had any claim for the stoppage of extra work, when work done and materials provided were paid for at fair rates?—I do not consider the Contractors had any claim arising from the stoppage of extra work, if they had been paid for all the work done and materials provided at fair rates, unless in acting under an order previously given for a larger quantity of the same description of work, they had involved themselves in agreements for purchase of materials or labor, or by any special preparation made in anticipation of executing such order.

*Certified to be a true copy  
of the Original evidence taken  
before the Committee to whom  
the subject of the Ottawa  
Buildings was referred -*

*Legislative Council Office  
22<sup>d</sup> July 1862*

*Wm  
Chas Leg. Council*

