
MINORITY REPORT

Of the undersigned Members of the Committee appointed to enquire into the circumstances connected with the refusal to pay or return a Voucher presented at the Treasury by the Agent of Reed Bros., have the honour to report:—

That they have it in evidence that on the 2nd December, 1878, a voucher for the sum of \$5,091 "certified correct" by the Hon. G. A. Walkem, Chief Commissioner of Lands and Works, and stamped "pay at Treasury" was presented at the Treasury for payment by Mr. Dawson, Agent of Reed Bros.

That the voucher was a voucher in the ordinary sense of the word, and was filled up correctly.

That the voucher was received by Mr. Judson Young, the Deputy Treasurer, who took it to the Auditor's room.

That the Auditor being absent, Mr. Young searched for a warrant authorizing payment of the voucher and could not find any authority.

That, thereupon, Mr. Young took the voucher to the Hon. Mr. Beaven, the Minister of Finance and Agriculture, and informed him that he could not find a warrant authorizing its payment.

That the Minister of Finance took the voucher to the Land Office, and informed the Chief Commissioner of Lands and Works that there was no warrant to pay the amount.

That the Chief Commissioner of Lands and Works asked the Minister of Finance to leave the voucher with him.

That the Minister of Finance did leave the voucher at the Land Office, and it is supposed that the voucher has since been burnt.

That at the time when Mr. Dawson presented the voucher there did exist authority under warrant of His Honour the Lieutenant-Governor to pay on cofferdam contract account, the sum of \$7,500, and that the existence of such authority was known to the Minister of Finance and to the Chief Commissioner of Lands and Works.

That authority to pay \$7,500 includes the authority to pay a sum of less amount.

That the authority to pay \$7,500 on account of cofferdam contract, was not cancelled on the warrant until after the 31st December, 1878.

That the Minister of Finance gave as a reason for the non-payment of the voucher:—

"That the contract with Reed Bros. provided that certificates should be countersigned by the Chief Commissioner of Lands and Works and payments could not be entertained by the Treasury unless the certificates were so countersigned, and when Mr. Dawson presented himself at the Treasury, he had neither certificate or counter-signature."

That certificates belong to the Lands and Works Office and not to the contractors, and are all in possession of the Government.

That the certificate was purposely not countersigned by the Chief Commissioner of Lands and Works.

Your Committee have appended to this Report a copy of the evidence taken before them, a copy of the Engineer's certificate, a copy of the warrant approved 23rd October, 1878, by His Honour the Lieutenant-Governor authorizing the payment of a sum of \$7,500 on account of cofferdam contract, and a copy of an Order in Council, dated 7th December, 1878.

All of which is respectfully submitted.

JOHN ASH,
JOHN A. MARA.

EVIDENCE

Taken by the Committee of Public Accounts appointed to enquire into the circumstances connected with the refusal to pay or return a Voucher presented at the Treasury by the Agent of Reed Bros.

SPEAKER'S ROOM,
March 22nd, 1882.

The Committee of Public Accounts met in the Speaker's Room at 11 a. m. Present:—Mr. Saul, Chairman; Messrs. Ash, McIlmoyl, Cowan, and Mara.

Dr. Ash asked that the Missing Voucher be enquired into in accordance with the Resolution of the House of the 16th instant:—

“On the motion of Mr. Ash, seconded by Mr. Vernon, is was Resolved,—

“That the Committee of Public Accounts be authorized to enquire into the circumstances connected with the refusal to pay or return a Voucher presented at the Treasury by the Agent of Reed Bros., and “to report thereon to the House.”

MR. JAMES JUDSON YOUNG, sworn:—

By the Chairman—

Will you state to the Committee what you know about the voucher presented by Mr. Dawson at the Treasury? Ans.—The voucher was brought to the Treasury by Mr. Dawson and presented to me. Mr. Beaven was not in the office at the time. When he came in I showed him the voucher. I think there was a little defect in it. It was stamped, but had not the signature of the Chief Commissioner to it, or the voucher was not certified correct. Mr. Beaven took the voucher to the Lands and Works, and after a while came back without it. I think I asked Mr. Beaven if it was to be paid. He said he left the voucher with the Lands and Works. I told Mr. Dawson the voucher was at the Lands and Works.

By Dr. Ash—

When Mr. Dawson called with the voucher was it necessary to see Mr. Beaven before it was paid? Ans.—It was necessary.

Is that the case with all vouchers? Ans.—No; not when marked by the Auditor.

Did you take the voucher to the Auditor? Ans.—I did, but he was not in. That is another reason why I showed it to Mr. Beaven.

Do you know where the Auditor was—had he returned before Mr. Beaven left? Ans.—I cannot remember. I do not think so.

Did you ask the Auditor when you saw him if provision had been made for its payment? Ans.—No; the Lands and Works should have had the voucher initialed by the Auditor before it was brought to me. All vouchers are worthless at the Treasury till they are marked by the Auditor.

Had the voucher, from its appearance, been given to Mr. Dawson at the Lands and Works? Ans.—I should say it was, as it had not been folded up.

Did the voucher as presented to you bear the signature of Mr. Walkem, Chief Commissioner of Lands and Works? Ans.—It did in one place. It should bear two signatures—one “Certified correct,” the other “Pay at Treasury.”

Can you remember in which place it was signed? Ans.—I think it was not signed at “Certified correct.” In that case it must have been stamped “Pay at Treasury?” Ans.—Yes.

Seeing that it was stamped “Pay at Treasury,” it must have passed through the Auditor's hands? Ans.—Not necessarily.

Are you quite sure it was not initialed by the Auditor? Ans.—Yes.

Have you seen all vouchers presented by Mr. Dawson for payment at the Treasury? Ans.—Yes; I must have seen them all.

In what respect did it differ from others? Ans.—One signature was missing.

Was it the ordinary form of voucher? Ans.—Yes.

What did Mr. Beaven say to you when you presented him with Mr. Dawson's voucher? Ans.—He said he would see the Chief Commissioner respecting it.

What did you say to Mr. Dawson when you returned to him? Ans.—I may have mentioned to him that Mr. Beaven had gone over to see the Chief Commissioner respecting it.

How long did Mr. Dawson wait? Ans.—I suppose about ten minutes.
 Who told you to tell Mr. Dawson to go to the Chief Commissioner? Ans.—Nobody.
 What authority had you to tell Mr. Dawson to go to the Chief Commissioner? Ans.—I did not tell him to go to the Chief Commissioner. I said you had better see the Chief Commissioner respecting it.
 Why did you tell him to go to see the Chief Commissioner? Ans.—Because I did not know the reason why the voucher was not brought back.
 Not brought back by whom? Ans.—By Mr. Beaven.
 Was there authority to pay the voucher if the imperfection had not existed? Ans.—Not to my knowledge at that time.
 Have you since learned there was authority? Ans.—Yes; I was told so.
 By whom? Ans.—The late Auditor, Mr. Austin. He told me three or four days ago that there was a warrant that would have covered that amount.
 What did Mr. Austin tell you? Ans.—He told me there was authority to pay this voucher.
 Will you tell the Committee in what shape that authority would be? Ans.—On a requisition.
 Is there a requisition for every month? Ans.—There may be one for every day.
 Then the authority you speak of would be on the requisition. By whom would that be signed? Ans.—The Deputy of the Department, approved by the Lieutenant-Governor.
 Was the voucher certified correct by Mr. Bennett? Ans.—No; it was not necessary. It was mentioned in the body of the voucher that a certificate, No. 10 or 11, had been given.
 In whose writing was the voucher? Ans.—I am not certain, but I think Mr. Gore's. I can't remember now.
 Do you know where that voucher is? Ans.—No.
 Have you ever heard any one say where it is, or have you ever asked any one where it is? Ans.—No.
 By Mr. Beaven—
 When you brought that voucher to me did you tell me you had been in the Audit Office and there was no warrant authorizing payment? Ans.—Yes; I had looked and couldn't find one.
 That voucher was not initialed by the Auditor? Ans.—No.
 Have you ever paid, or known me to pay, a voucher for that amount that was not initialed by the Auditor? Ans.—No; certainly not.
 Could I have legally paid it if not initialed? Ans.—No; it is against the Act.
 So it was impossible for me to have paid it at that time? Ans.—Yes.
 Was Mr. Dawson present when I took the voucher to the Lands and Works? Ans.—Yes.
 By Dr. Ash—
 Was Mr. Beaven present the whole of the time? Ans.—Mr. Dawson was present when Mr. Beaven went to the Lands and Works. Mr. Beaven returned and went into his room. I followed and asked him if the voucher was to be paid. He said he had left it with the Chief Commissioner of Lands and Works.
 You said in reply to Mr. Beaven that you looked for the warrant and could not find it, the Auditor being out? Ans.—Yes; I looked for it and could not find it. Had the Auditor been in the office I would not have looked for it.

Committee adjourned.

MARCH 23RD, 1882.

Committee met in the Speaker's room.

Present—Mr. Saul, Chairman; Messrs. Ash, McIlmoyl, Cowan and Mara.

JAMES JUDSON YOUNG—*Continued*—

I have searched and cannot find a warrant authorizing the payment of the voucher.

By Dr. Ash—

Have you, to the best of your knowledge and belief, brought all the warrants for the year 1878? Ans.—I believe I have.

What check exists to show that all the warrants are here? Ans.—They are entered in the Warrant Book.

Have you compared the warrants which you have brought with the Warrant Book? Ans.—No, not all.

When did the system of requiring two signatures begin? Ans.—A short time after Mr. Beaven took office.

How long before this voucher was presented? Ans.—I can't tell without referring to the vouchers.

Did Mr. Walkem invariably sign "Certified correct," or did Mr. Gore ever sign vouchers in that place? Ans.—Sometimes Mr. Walkem, sometimes Mr. Gore.

Was this voucher presented in 1878? Ans.—Yes; December 2nd, 1878.

On the 3rd September, 1878, I see a voucher in favour of Reed Bros., for \$3,824.47, which has only one signature of Mr. Walkem's; the cheque is countersigned by Mr. Beaven. Will you explain the difference between this voucher and the one that is missing? Ans.—I think it was just the same in form.

When were the initials "J. J. A." marked on this voucher? Ans.—I suppose the day it was presented at the Treasury. I find, by referring to the warrant, that it was marked off and initialed on the 3rd September; the cheque was paid the same date.

By Mr. Beaven—

A voucher even if initialed is not necessarily paid? Ans.—No; I have to take a voucher with a cheque to Mr. Beaven; he countersigns the cheque. It is then stamped before paid.

Has it been the practice to pay all large sums by cheque? Ans.—Yes.

By Dr. Ash—

At one time was there not a rule that sums over a certain amount should be paid by cheque and bear the signature of two Ministers? Ans.—There was such a rule.

Is it in existence now? Ans.—I am not aware.

Was it rescinded? Ans.—I think it was, by Order in Council.

By Mr. Beaven—

Did Mr. Gore ever certify to Mr. Dawson's vouchers? Ans.—No.

Mr. Young was then asked to go over to the Treasury and bring the Warrant Book, which he did.

By Dr. Ash—

I see in warrant No. 5 the following item:—"Vote 69, Cofferdam Contract, \$7,500"—marked "cancelled," in red ink. Did you see this item or this particular warrant when you looked for the warrant authorizing the payment of Dawson's voucher? Ans.—No.

Where was it? Ans.—I can't tell you.

Was it in its usual place in the Treasury? Ans.—It was not in its proper place in the Audit Office or I should have found it.

Supposing it was in its proper place, would you have considered it authority to pay the voucher? Ans.—No, as it was marked "cancelled."

When was it cancelled? Ans.—I don't know.

Is it a common thing for a sum mentioned on a warrant to be cancelled? Ans.—I can't recollect any particular instance.

Can you recollect any instance other than this? Ans.—I cannot. I am not in charge of the requisitions, and don't see one-half of them.

Did you ever hear of any being cancelled? Ans.—No.

If you had seen the warrant in its place and not marked "cancelled," would you have considered it authority to pay the voucher? Ans.—No; I could not pay it without being initialed and a cheque counter-signed by Mr. Beaven.

Who took this warrant away from the Audit Office? Ans.—I don't know.

Who brought it back? Ans.—I did.

Where did you find it? Ans.—Mr. Smith and I found it yesterday afternoon, filed away with the Treasury requisitions; it was not in its right place with the Lands and Works requisitions.

Did you look for it, or did you find it by chance? Ans.—It was not in its right place, and I looked for it. I find, on reference, that the first voucher, bearing two signatures, was dated September 26th, 1878, and no vouchers have been paid since without two signatures.

JAS. JUDSON YOUNG.

MARCH 24TH, 1882.

Committee met in the Speaker's room. All present.

HON. ROBERT BEAVEN, SWORN—

Mr. Young handed me a document asking for payment of about \$5,000 to Mr. Dawson.

By Dr. Ash—

Will you tell the Committee what you know about this voucher? Ans.—In what particular.

Do you remember Mr. Young bringing to you a voucher, document, or bill from Mr. Dawson? Ans.—I do.

Do you remember the date? Ans.—I believe it was December 2nd, 1878.

What was the amount? Ans.—I think \$5,091.

What did Mr. Young say to you? Ans.—He asked me what he was to do with it. He said there was no warrant authorizing its payment.

Did he say there was no warrant, or he could find no warrant? Ans.—He said there was no warrant authorizing the payment of that amount.

Did he say there was a warrant for a larger sum? Ans.—No.

What did you say to him? Ans.—I walked out into the Treasury, where Mr. Dawson was standing at the counter, and said I will have to go across and see the Chief Commissioner of Lands and Works about this. This is as near as I can remember.

Did you go to the Chief Commissioner? Ans.—I did.

What did you say to the Chief Commissioner? Ans.—As near as I recollect, I said there was no warrant for this amount, and I think I asked him about a counter-signature of a certificate.

Did you tell him there was a warrant for a larger amount? Ans.—No.

What else did you say? Ans.—I can't recollect anything else that transpired.

What did the Chief Commissioner reply to you? Ans.—It was to this effect, "All right, leave it here, and ask Mr. Dawson to come over."

Did no further conversation take place? Ans.—Not that I remember.

Are you in the habit of looking over the requisitions or Governor's warrants? Ans.—Yes.

Were you aware that on Warrant No. 5 there was an authority to pay a certain sum for Cofferdam Contract? Ans.—Certainly.

Did you tell Mr. Walkem that there was a sum that you knew authorizing payment on Cofferdam, either then or afterwards? Ans.—No, it was unnecessary to do so; he was aware of the fact. It had no bearing upon the subject.

Did you take Warrant No. 5 from its place in the Audit room? Ans.—No.

Did you instruct anyone to take it? Ans.—No.

Did you know that it had been taken away? Ans.—I heard so from Mr. Young the first day this Committee met.

Did you know then for the first time? Ans.—As far as my recollection goes, I heard it then for the first time.

Who wrote on that Warrant (No. 5) the word "cancelled"? Ans.—I did.

When did you write it? Ans.—The Order in Council was dated December 7th; it must have been about that time.

Where did you find the warrant when you wrote the word "cancelled"? Ans.—It was in the Audit room.

In its proper place? Ans.—Yes; as far as I know.

Can you charge your recollection with anything further about it? Did you take it from the Audit room? Ans.—I had no necessity to do so.

Did you notify the Auditor at the time that this sum of money was cancelled? Ans.—I have no recollection of doing so; the word "cancelled" on the warrant would speak for itself.

Is it the custom of the Clerk of the Executive Council to notify the Treasurer of all warrants affected by Order in Council? Ans.—The warrants are all sent to me direct by the Clerk of the Executive Council.

What do you do with the warrants? Ans.—I check them off to see that they are all in order, and hand them in to the Audit Office.

What did you do with the Order in Council affecting Warrant No. 5? Ans.—If there was any sent to the Treasury it would be on file.

Was there an Order in Council? Ans.—I don't recollect.

When Mr. Young informed you that there was no authority for payment, did you know there was authority for payment? Ans.—No; on the contrary I knew there was no authority for payment of that amount.

Did you tell Mr. Young there was authority for payment on Warrant No. 5, and ask him to search for it? Ans.—No, I did not, because it would have no bearing on the subject.

Was there a warrant authorizing the payment of \$7,500 on Cofferdam Contract on the 2nd day of December, the day Mr. Dawson presented his voucher? Ans.—Yes.

Mr. Beaven asked that the following be taken down:—Any payments that the present Government made on the cofferdam contract to Dawson agreed with the amounts of the warrants exactly. The warrant referred to was dated October 23rd, and the subject of further payments to Dawson had been under consideration of the Executive in November, and that I should not have been justified in paying any amount unless expressly authorized, and it would have been irregular if that voucher had been paid under authority of Warrant No. 5 under the circumstances.

Was there an Order in Council embodying the views of the Government upon the subject? Ans.—Not in November; there was an Order in Council passed in December.

Can you give the date? Ans.—I think it was the early part of December.

Was it after or prior to the presentation of the voucher? Ans.—It was after.

There is an item below this on the same warrant "\$1,500 erecting pump." Was this amount paid in one sum or not? Ans.—It was not paid in one sum.

Was it all paid during the month of October, or did the payments spread over several months? Ans.—I should think it was spread over two months.

Were some of the payments made in December? Ans.—I can't answer that. I don't clearly understand Mr. Austin's figures. I can tell you by referring to the Treasury.

What do you think the date December 3rd refers to opposite the \$1,500? Ans.—I should think it refers to some payment made out of that \$1,500.

By Mr. McIlmoyl—

Was the work of erecting the pump by contract or otherwise? Ans.—No, it was by day work, those payments referred to the labour, and otherwise.

By Dr. Ash—

Had the Government determined to make a distinction between payments to Reed Bros., on account of Cofferdam contract and other persons having claims against the Government? Ans.—Not that I am aware of. The work was going on slowly and it was considered that if the penalties were enforced against the contractor he would have received up to that time as much money as he would probably be entitled to. I should not have been justified in paying any sum unless I was specially authorized to do so by warrant.

What do you mean by being specially authorized to do so by warrant? Ans.—That the Lands and Works Department had made requisition for a sum of \$5,091 to pay Certificate No. 11, Cofferdam Contract. That that requisition had been approved by the Governor, and warrant sent to the Treasury.

Did Mr. Walkem ever give you his reason for ordering the Treasurer to pay Mr. Dawson's voucher? Ans.—I cannot say that I recollect his ever doing so. We have had a good many conversations on the whole subject. He may have done so.

As a matter of fact, will you state to the Committee that there was, or ought to have been in the Treasury on the 2nd December, authority so pay a sum of \$7,500 on Cofferdam contract? Ans.—Yes, but \$7,500 is not \$5,091.

When did Mr. Dawson ask you to return his voucher? Ans.—On the 18th December.

What did you say to him? Ans.—I referred him to the Chief Commissioner of Lands and Works, as I told him he knew I had returned it to that officer.

Did you ever ask directly or through another person for a return of the voucher? Ans.—Yes. I went straight over to the Land Office when I got Mr. Dawson's letter.

Will you relate the circumstances connected with your visit to the Lands and Works? Ans.—The voucher could not be found.

Has it been found since? Ans.—Not to my knowledge.

MINISTERS' ROOM, MARCH 25TH, 1882.

Committee met at 10 a.m. All present.
The minutes of last meeting taken as read.

HON. MR. BEAVEN—*Continued*—

By Mr. McIlmoyl—

What do you mean when you say you spoke to Mr. Walkem about a counter-signature on the certificate? Ans.—The contract with Reed Bros. provided that certificates should be countersigned by the Chief Commissioner of Lands and Works, and payments could not be entertained by the Treasury unless the certificates were so countersigned, and when Mr. Dawson presented himself at the Treasury he had neither certificate nor counter-signature. Certificates were of no value unless they were so countersigned. The obstacles to the payment were no warrant for that amount. There was no certificate countersigned by the Chief Commissioner presented at the Treasury. The account Mr. Dawson presented was not initialed by the Auditor, and a Committee of the House had recommended that no further payments should be made to Reed Bros. unless they made satisfactory progress with the work.

By Dr. Ash—

Yesterday you gave the following as a reason for non-payment: "That the work was going on slowly and it was considered that if the penalties were enforced against the contractor he would have received up to that time as much money as he would probably be entitled to. I should not have been justified in paying any sum unless I was specially authorized to do so by warrant." How do you reconcile the two statements? Ans.—[Th] I consider an additional reason. I don't think it necessary to state so again as I mentioned it yesterday.

Had the Government on the 2nd of December resolved not to pay any further sum to Mr. Dawson or to Reed Bros.? Ans.—No. I stated yesterday that the subject was under consideration of the Government. I think it was the 7th or 8th of December when the determination was come to by the Government.

When you took the paper from Mr. Dawson to the Land Office, did you go with the intention of asking the Chief Commissioner to remedy the defects in the voucher? Ans.—I had no intention of the kind that I am aware of. I went more as a matter of courtesy to Mr. Dawson than anything else.

Will you explain how your going could be a matter of courtesy to Mr. Dawson? Ans.—If I had acted in any other spirit I would have handed it back to him and told him to take it back to the Land Office.

When you advised Mr. Dawson to go to the Land Office did you expect Mr. Walkem would give him back the voucher with the imperfection rectified? Ans.—I had no opinion about it.

Did the paper presented by Mr. Dawson bear the signature of the Chief Commissioner of Lands and Works? Ans.—I don't know whether it did or not. I know it was not accompanied by the certificate countersigned by the Chief Commissioner of Lands and Works.

Did you not hear Mr. Young say that the document presented by Mr. Dawson had the signature of the Chief Commissioner of Lands and Works? Ans.—I heard him tell the Committee something to that effect. He thought it was signed "pay at Treasury."

What difference was there in the paper presented by Mr. Dawson on the 2nd December and the voucher paid two months before? Ans.—There were the proper authorities in the one instance and not in the other.

Did a certificate accompany the voucher for \$3,824 paid to Mr. Dawson on September 3rd, 1878? Ans.—I knew it existed.

Did the certificate accompany the voucher when presented or not? Ans.—I cannot say at this late date, but I knew it was in existence.

Did you see the certificate? Ans.—Yes.

When? Ans.—It is impossible for me to say; it is three or four years ago.

Did you know that a certificate existed for the document presented by Mr. Dawson on the 2nd of December? Ans.—I don't think I did.

Did you read the voucher that you call a document when it was presented to you by Mr. Young? Ans.—No; not carefully.

Do you know what it contained? Ans.—No; I do not.

Will you say that you did not know, or had no reason to know, that Certificate No. 11 was not in existence on the 2nd of December, 1878? Ans.—I answered before that I do not think I knew that Certificate No. 11 was in existence on December 2nd, 1878.

Did you speak to the Chief Commissioner on the subject when you took Mr. Dawson's document over to him? Ans.—I think I said there was no certificate.

Did you ask him if there was a certificate? Ans.—I have no recollection of doing so.

You say when you went over to the Lands and Works "I think I said to Mr. Walkem there is no certificate." What reply did he make? Ans.—His reply, as far as I can recollect, was "All right; ask Mr. Dawson to come over."

Are all accounts presented at the Treasury initialed by the Auditor before presentation? Ans.—I think in Mr. Smith's time money was sometimes paid without a warrant and without being initialed by the Auditor. Vouchers are not now paid until warrants are issued and vouchers initialed by the Auditor. Vouchers are sometimes presented at the Treasury uninitialed and are sent to the Auditor.

Has money ever been paid by you without a warrant? Ans.—No.

Have you ever known that money was paid without a warrant during the term of any other Ministry than the Elliott Ministry? Ans.—I have heard so.

Through whose fault or neglect was it that Mr. Dawson's voucher was not initialed? Ans.—I am not aware that it was the fault or neglect of any one.

If the Auditor had been in his room, and if warrant No. 5 had been in its place when Mr. Dawson called on the 2nd of December, would not the Auditor have fixed his initials to the voucher as a matter of course? Ans.—I am not aware that the Auditor was not in his room, and I am not aware that warrant No. 5 was not in its place. On the contrary, I should say that warrant No. 5 was in its place. Evidently the Auditor knew where it was, for he used it about that date.

Did you not hear Mr. Young inform the Committee that the Auditor was not in his room when Mr. Dawson called? Ans.—Yes.

Did you not hear Mr. Young say there was no authority to pay Mr. Dawson on Cofferdam Contract account? Ans.—He told me there was no warrant for the amount.

You give as one reason for not paying the voucher that a Committee of the House had recommended that no further payments should be made to Reed Bros. unless they made satisfactory progress with the work. Have any payments been made since that recommendation? Ans.—Yes; Mr. Vernon made some payments, and the present Government made one of \$3,824.47.

Will you inform the Committee if voucher No. 1205 for \$3,824.47 was torn from a foil? Ans.—From appearances I should say so.

A. S. FARWELL, sworn,—

Were you Surveyor-General in the year 1878? Ans.—I was during a part of that year.

Did you make out requisition No. 5? Ans.—I did.

How did you arrive at the amounts asked for in the requisition? Ans.—An approximate estimate of the money required under the different votes for the Lands and Works Department for the month. Sometimes they would have to be supplemented.

If the amount was not expended in the one month, would the requisition hold good for the next month? Ans.—Yes.

If after your requisition for a particular amount had been approved by the Governor, and the money was unexpended in that month, would it be necessary to get another warrant for the following month? Ans.—No; it was not customary when I was there.

How did you arrive at the amount of \$7,500 for the Cofferdam Contract? Ans.—The method I adopted was to find out as near as possible the amount that would be required, and then place an amount in the warrant sufficient to cover it.

Did you follow the usual custom in this instance? Ans.—Yes.

If you knew that a warrant signed by the Lieutenant-Governor existed for \$7,500 authorizing the expenditure on the Cofferdam Contract, none of which had been expended, and if you had handed to Mr. Dawson a voucher bearing the Chief Commissioner's signature for \$5,091, would you have supposed that the Treasury had proper authority for the payment of that sum? Ans.—Yes.

Was it customary to send over Mr. Bennett's certificates attached to the vouchers? Ans.—I don't remember; they might have been taken over to the Treasury and brought back or not; it was the Clerk's work.

Was it Mr. Dawson's duty to take over those certificates to the Treasury? Ans.—No.

Can you tell the Committee if there should be a counterfoil of voucher No. 1978, being payment of \$3,824.47 to Mr. Dawson? Ans.—Yes; there should be an exact copy.

In that case there should be an exact copy of the missing voucher? Ans.—I am not prepared to say.

Did you ever see what is called the "Missing Voucher"? Ans.—Yes.

What constitutes a voucher? Ans.—An order for payment of a sum of money on the Treasury, in which the particulars are set forth and certified to as correct by the Chief Commissioner of Lands and Works or his deputy.

Is the counterfoil signed by the Chief Commissioner of Lands and Works? Ans.—No.

Do you consider the document which is called the missing voucher is a voucher in the ordinary meaning of that word? Ans.—It was a voucher signed by the Chief Commissioner of Lands and Works and certified correct. I was in the Land Office doing some business with the Chief Commissioner when Mr. Dawson came for an instalment on his contract. Mr. Walkem asked me if it was all right, or words to that effect, and I said yes, as long as you have Bennett's certificate. This occurred subsequent to my resignation.

A. S. FARWELL.

MONDAY, MARCH 27TH, 1882.

Committee met in the Speaker's room. All present.

W. S. GORE, sworn,—

What position did you hold in the Lands and Works Department on December 2nd, 1878? Ans.—I was nominally Surveyor-General, although I was not gazetted until the 6th.

Did you draw your salary as Surveyor-General during the entire month? Ans.—I believe so.

Did you ever see what is known as the missing voucher? Ans.—Yes.

Whose duty was it to prepare vouchers for the Chief Commissioner of Lands and Works' signature at that time? Ans.—Probably the Surveyor-General, although vouchers might be prepared by the late Accountant, Mr. Austin.

Who filled up the body of the missing voucher? Ans.—I really couldn't say. It was probably done by me or Mr. Austin.

Did you satisfy yourself that it was filled up correctly? Ans.—I have no recollection now as to whether I had occasion or not to satisfy myself as to the correctness of the voucher.

Did you see Mr. Walkem sign it? Ans.—I cannot say positively, but to the best of my belief I did.

Then, if to the best of your knowledge and belief you did see Mr. Walkem sign it, would it not have been your duty to see that it was correctly filled up? Ans.—I was quite new to the duties of Surveyor-General at the time, and cannot say whether I did see the voucher correctly drawn up or not.

How long were you in the office before you were appointed Surveyor-General? Ans.—I was appointed Draughtsman in the office in December, 1875.

During that time would you not have become familiar with the duties of Surveyor-General? Ans.—In a measure yes, but it was not a part of the duty of the Surveyor-General to make out vouchers or act as Accountant prior to September, 1878, at which time the Lands and Works Accountant was promoted to the office of Auditor in the Treasury; and all Land Office accounts were subsequently kept in the Treasury. Being a surveyor myself I would naturally become conversant with most of the duties of the Surveyor-General, so far as relates to professional matters, but I had no knowledge of the manner of keeping accounts, making out warrants, vouchers, &c., at that time.

When did Mr. Farwell's connection with the office cease? Ans.—Sometime in November.

Who was acting Surveyor-General after he left the office and up to the time you were appointed? Ans. I was acting.

Was Mr. Farwell employed in the office after he had resigned? Ans.—He was.

Was he employed during the month of December, 1878? Ans.—Yes.

In what capacity? Ans.—To draft the Chief Commissioner's report for the year.

Who handed the missing voucher to Mr. Dawson? Ans.—I do not remember.

Have you seen it since? Ans.—I believe I have.

Answer yes or no. Ans.—To the best of my belief I have seen it. I would not like to say positively that I have.

Can you say, positively, that you have seen it since? Ans.—I cannot, although I believe I have seen it since. I am unable to say positively.

Where do you think you saw it? Ans.—On the desk in the office occupied by the late Surveyor-General.

Do you think you saw it only once, or more than once? Ans.—I have a vague and indistinct recollection of having seen the voucher on the desk in question, shortly after payment was refused. How many times I have seen it I cannot say.

Where is the voucher now? Ans.—I have not the remotest idea.

Could such a voucher be destroyed accidentally without coming to your knowledge? Ans.—Yes, it is quite possible that such a document might be destroyed accidentally at the time. The room was occupied by Mr. Walkem at times; by Mr. Harrison, solicitor; by Mr. Farwell, and occasionally by myself. It was necessary for me to pass to and from the room, but I had not taken up my desk in that office at the time. I may add, that, owing to the then recent changes, there was necessarily some confusion in the office.

Is it possible that the missing voucher is still in the Lands and Works Department? Ans.—I do not think it is possible. The Lands and Works Department was searched most thoroughly throughout for this voucher, by Mr. Walkem, Mr. Richards, and myself, and without any result.

Did you consider the document in question to be a voucher? Ans.—As the word is commonly used, I did.

Did you ever write a letter, or was one ever written from the Lands and Works Department, informing Mr. Dawson that no further payments would be made on Cofferdam contract? Ans.—I cannot say positively, without referring to the letter-book.

Was the missing voucher filled up in the ordinary manner? Ans.—I don't know how it was filled up.

Had you any reason to suppose at the time that payment would be refused at the Treasury? Ans.—I had no reason to give the matter a thought.

If you had known that the Lieutenant-Governor's warrant authorizing a payment of \$7,500 on Cofferdam contract account was in force, would you have considered that authority existed for the payment of a sum of \$5,091 on account of that contract? Ans.—I should consider that authority existed under those circumstances.

Is it the custom to send vouchers to be initialed by the Auditor before they are handed to contractors? Ans.—It is at present. It has been my custom to take vouchers to the Auditor for his signature before handing them to the parties in whose favour they were drawn.

Was such the custom in December, 1878? Ans.—I am not aware that it was.

Will you produce certificate No. 11? [Certificate No. 11 for \$5,091.38, signed by W. Bennett, Resident Engineer, handed in, marked A.]

Is this certificate similar in form to those that preceded it and were paid at the Treasury? Ans.—Yes.

Is there a copy or counterfoil of the missing voucher in the Lands and Works Department? Ans.—No, I believe not.

Are there counterfoils of all the previous vouchers given to Mr. Dawson? Ans.—There are counterfoils for Nos. 1, 2, 3, 4, 5, 6, 9, and 10. I can't find counterfoils for Nos. 7 and 8.

Is there any record or memorandum in the Lands and Works Department showing that a voucher was given to Mr. Dawson on December 2nd, 1878? Ans.—None that I am aware of.

Have you looked for any record? Ans.—I know of no place to look for such a memorandum. There

is no reason why such a memorandum should exist, the accounts of the Land Office being kept in the Treasury at that time.

Was it ever the custom to give up the certificates to the contractor to be taken to the Treasury along with his voucher for payment? Ans.—Referring to Reed Bros.' certificate, I should judge not, as they are Lands and Works documents which have been kept on file in that department.

W. S. GORE,
Surveyor-General.

HON. T. B. HUMPHREYS, SWORN,—

Were you a member of the Executive Council in December, 1878? Ans.—Yes.

Can you give the Committee any information about the missing voucher? Ans.—None at all. I never saw the voucher.

So, as far as you know, it is not in the Provincial Secretary's Office? Ans.—It is not.

Do you know why payment of the voucher was refused? Ans.—I do not; but judging from the conversation that took place between my colleagues and myself, I thought there was nothing due to Mr. Dawson on account of work done on the Cofferdam. There was an Order in Council to that effect, based on a report from the Chief Commissioner, and that may have been the reason why payment was refused.

Was the subject discussed prior to the meeting when the recommendation for an Order in Council was passed? Ans.—I don't think it was.

T. B. HUMPHREYS.

SPEAKER'S ROOM, MARCH 28TH, 1882.

The Committee met in the Speaker's room. All present.

J. J. AUSTIN, SWORN,—

What official position did you hold on December 2, 1878? Ans.—Acting Auditor.

Do you remember Mr. Dawson coming on that day with a voucher? Ans.—I believe that was the date.

Did you examine the voucher? Ans.—I have seen the voucher, but whether I examined it with a view of passing it I can't recollect.

Was there authority to pay the voucher? Ans.—There was.

Was it your custom to initial vouchers before or after presentation by the payee? Ans.—Both. Vouchers for small sums would often be sent to the payees through the post initialed. For large amounts the payee would hand the voucher to Mr. Young, who would then hand it to me for my initials.

Were Mr. Dawson's vouchers initialed before presentation by him? Ans.—I think not in every case.

Can you tell the Committee who made out the vouchers payable to Reed Bros. from Nos. 1 to 10, inclusive? Ans.—They are all in my handwriting.

Do you know who made out the missing voucher No. 11? Ans.—Not with a degree of certainty.

So far as you remember, was the missing voucher similar in formal respects to previous vouchers paid to Mr. Dawson? Ans.—It was in ordinary voucher form without counterfoil.

Was it a voucher? Ans.—Yes.

Where did you see the voucher? Ans.—At the Land Office.

Before or after the presentation? Ans.—I was at the Land Office and assisted in making out the voucher, but am not sure whether I filled in the body or not.

Were you sent for in reference to this voucher? Ans.—Yes; by one of the Land Office officials, to assist in making out this voucher.

Did you see it after presentation? Yes; I saw it in the Treasury.

Who brought it there? Ans.—Mr. Dawson.

Were you in the Audit Office when Mr. Dawson presented the voucher? Ans.—I was.

Did Mr. Young ask you to initial it? Ans.—I can't say.

Did you refuse to initial it? Ans.—No.

Were you ever asked to initial it? Ans.—I should say not.

Was warrant No. 5 in its place in the Audit Office on December 2nd? Ans.—Yes; filed away in its numerical order.

Was Mr. Young aware of the proper place of keeping the warrants? Ans.—Yes; equally so with myself.

Would the authority of that warrant (No. 5) be sufficient authority for you to initial the voucher? Ans.—Yes, the item of \$7,500 not then being struck off as cancelled.

Do you know when the item was cancelled? Ans.—I have not the slightest idea.

Was it cancelled before the 31st of December, 1878? Ans.—Not to my knowledge.

Do you consider that you would remember now if that item had been cancelled before the 31st of December? Ans.—Yes.

To the best of your knowledge and belief that item was not cancelled before the 31st of December? Ans.—It was not.

Were you ever notified that an Order in Council was passed cancelling the item of Cofferdam Contract \$7,500? Ans.—No.

Are the Governor's warrants in the especial charge of the Auditor? Ans.—Yes; they are kept in the Audit Office.

Is it the custom of the Minister of Finance and Agriculture to write on the Governor's warrants? Ans.—It is not the custom.

Do you consider the item \$7,500 for Cofferdam contract on warrant No. 5 to have authorized the payment of \$5,091? Ans.—Clearly; those amounts were supposed to stand until exhausted. If I had marked off \$5,091 the balance would remain to meet future expenditure under that heading.

That was the uniform custom of the office? Ans.—Yes; that is shown clearly by the marking off of small amounts on the Warrant before us, No. 5. Having read Mr. Young's evidence, there appears to be a discrepancy between his evidence and mine with reference to my being present when Mr. Dawson presented the voucher. My memory may be at fault on that point. I have, however, a distinct recollection of seeing him at the Treasury on that day, although it may have been before or after he presented the voucher to Mr. Young.

Are you certain that you were about the Audit Office on the 2nd December, the day when Mr. Dawson sought for payment of the missing voucher? Ans.—Yes.

If the voucher had been passed to you for examination would you have affixed your initials under authority of Warrant No. 5? Ans.—Yes.

Was it Mr. Dawson's duty to get the voucher initialed? Ans.—No.

Were you in the habit of initialing vouchers for large amounts without instructions from the Minister? Ans.—If the vouchers came through an Agent from the upper country I would mark them off without referring them to the Minister. But a voucher like the one in question I would not initial without first going to Mr. Beaven.

If Mr. Beaven told you to initial this one would you have done so, feeling that you had the authority of the Governor's Warrant? Ans.—Yes.

By Mr. McIlmoyl—

Was the missing voucher initialed by you? Ans.—No; not to my knowledge.

Was it the custom to mark the amount off the Warrant when you initialed a voucher? Ans.—Yes.

Why was the amount of \$5,091 not written off Warrant No. 5? Ans.—By reason of the voucher not having been initialed for payment.

Could the voucher have been legally paid at the Treasury without being initialed? Ans.—No.

Do you know where the missing voucher is? Ans.—No.

J. J. AUSTIN.

Adjourned till Thursday.

SPEAKER'S ROOM, April 4th, 1882.

Committee met at 10 a. m. All present.

MR. J. JUDSON YOUNG, recalled—

How often did Mr. Dawson call at the Treasury with the voucher? Ans.—Once.

Are you quite sure Mr. Austin, the Auditor, was not in his room when Mr. Dawson called? Ans.—I am quite certain he was not.

Why did you search for the warrant? Ans.—To see if there was authority to pay the amount.

Did you at the time know where the warrants were kept? Ans.—Yes.

Was the warrant in its proper place? Ans.—It was not.

Did you mention to Mr. Austin that you looked for the warrant and that it was not in its proper place? Ans.—I never mentioned it to him. I was very busy at the time, and thought nothing more of the matter.

Were you in the habit of going to the Auditor's room and looking amongst the Auditor's papers? Ans.—Sometimes I have referred to the warrants to see that there was authority when vouchers were not initialed.

Was it a part of your duty to examine the warrants? Ans.—No.

Can you explain to the Committee why you took upon yourself to state that there was no authority to pay such a large sum? Ans.—For the reason that I could find no warrant to cover the amount.

Having seen Warrant No. 5, do you consider there was authority? Ans.—I think the Auditor would have sufficient authority to mark off the voucher if the amount had not been expended.

With Warrant No. 5 before you, and the amount \$7,500 unexpended, would you have informed Mr. Beaven that there was authority? Ans.—I should have told him that there was an amount for cofferdam contract which would cover that voucher.

Were all vouchers from the Lands and Works Department initialed by the Auditor before they were brought to you for payment? Ans.—Not all, but they were initialed before paid.

Was it the duty of Mr. Dawson or the Lands and Works Department to get that voucher initialed? Ans.—The Lands and Works Department.

Is Voucher No. 1205 for \$3,824.47 which has been paid to Mr. Dawson on a similar form as the missing voucher? Ans.—Yes.

Is the signature "Geo. A. Walkem, pay at Treasury," or "certified correct"? Ans.—It is meant for both.

Was the missing voucher presented by Mr. Dawson exactly similar? Ans.—Yes, except that it was for a different amount and not receipted by Mr. Dawson.

JAS. JUDSON YOUNG.

ELI HARRISON, JR., sworn—

I am Solicitor for this Province.

Do you know anything about the missing voucher? Ans.—I know nothing about the voucher except that there was a suit about this voucher, Dawson v. Beaven. I have never seen it. It is not in the Attorney-General's Office.

ELI HARRISON, JR.

HON. G. A. WALKER, sworn—

Were you Chief Commissioner of Lands and Works in December, 1878? Ans.—Yes.

Do you remember Mr. Beaven coming to you on December 2nd, 1878, about Mr. Dawson's voucher? Ans.—Yes.

What did you say to him? Ans.—I don't recollect exactly. It was he who spoke to me about it first, a few days before, the voucher was left in blank for my signature. It was for five thousand odd dollars. Mr. Farwell was writing at the drawing board, having been retained to draw up the Chief Commissioner's Report, as he had resigned. I think he asked me to sign it. I asked him if the voucher was all right. He said it was. I signed it. Whether Mr. Dawson got it that day or a few days afterwards, about the 2nd of December, I can't say. Mr. Beaven brought me the voucher about the beginning of December, said that Mr. Dawson had presented it to him, and that there was no warrant for it. My recollection of what he said is "I thought you said you intended to have the matter brought up in Executive." I told him I had, but that I had forgotten it. He asked me about the certificate. I told him I had not signed it. He said "Mr. Dawson is in the Treasury, what will I do?" I asked him to tell Mr. Dawson to come over. I don't suppose this interview occupied more than two or three minutes. Mr. Dawson came over immediately after Mr. Beaven left. I had the voucher in my hand; we both stood at the fire-place in the Land Office. I said you had better wait a little, as this matter will be brought up in Executive Council, and as I had forgotten that I promised to place the question of further payments before the Executive Council. He said "I hope you won't embarrass me, and that you will get the money for me if possible." I told him there was no object whatever in embarrassing him, and that my feeling was to assist him as far as possible. He asked me when he would call again. I said within a couple of days. I met him at the gate, and afterwards on the corner of Government Street, when the whole matter was discussed again. The discussion that took place was quite friendly, as I was on good terms with him. About the 6th or 7th of December, there was a meeting of the Executive Council; a report was drawn up to the effect that he should be informed that further payments could not be arranged for until the work was completed. I drew up the report as Chief Commissioner, after the consideration of the subject with my colleagues. Before Mr. Dawson left my office, at the first interview, I put the voucher on the table before us, telling him it was no use to him until something was done one way or other by the Executive Council. Although I know he applied to Mr. Beaven for the voucher, he never directly or indirectly at any time asked me for it, though he left my office knowing I had it. He never even spoke to me about it after he got the letter informing him that further payments would be withheld until completion of the work. When a demand was made from Mr. Beaven for the voucher some weeks afterwards, and he was threatened with a suit for its recovery, I had a search made in the office for the voucher, and asked Mr. Gore (who was then in Mr. Farwell's place) if he knew what had become of it. He said "No," and made some search for it, but could not find it. I asked him if he thought he burnt it, as I had told him, after Mr. Farwell had left, to clean up the office and get rid of all the useless papers lying about. I looked for it also myself, and failed to find it, and am under the impression that it was destroyed with the other useless papers lying about at the time Mr. Farwell left the office. More than this, Mr. Dawson never expressed any protest against my retaining the voucher at that interview, and it was left there by his tacit consent. A statement to this latter effect has been laid before the Engineers in the submission of Reed Bros.' claim, and has not been contradicted or gainsaid by Mr. Dawson. My impression is that Mr. Beaven never saw the voucher after he left it with me on or about the 2nd December. Credit for all amounts, including this five thousand dollars, has necessarily been given Messrs. Reed Bros. in their account with the Government, and they have not been prejudiced in the remotest degree by the absence of the voucher. The question which turned upon this voucher was one of deferring its payment and all further payments until completion of the work. I don't think there was any stamp on the voucher for payment at the Treasury, but am not sure. I know that I did not stamp it; but there are many vouchers that are stamped by the Surveyor-General, but not by me, after I sign vouchers.

Mr. Young informed the Committee that the voucher was stamped "pay at Treasury." Is his recollection or your own likely to be correct? Ans.—Mr. Young's statement is quite consistent with mine as the Surveyor-General might have stamped it after I signed it.

Did you knowingly exchange, or cause to be exchanged, Mr. Dawson's certificate for an imperfect voucher? Ans.—Certainly not. Mr. Dawson presented no certificate, and had nothing to exchange for the voucher.

Who presented the certificate signed by Mr. Bennett in Mr. Dawson's behalf? Ans.—Certificates did not come through Mr. Dawson, or anyone else. They reached the office as direct communications from Mr. Bennett, and belonged to the office and not to the contractors. Such has been the case with all certificates from No. 1 to 13 inclusive. They are all in possession of the Government, and have been forwarded to Kinipple & Morris in the matter of the arbitration. The last three certificates, Nos. 11, 12, and 13, were purposely not countersigned by the Chief Commissioner. Mr. Bennett had orders to issue them to the office, so as to keep a correct record of the work done by the contractors, and for no other purpose; so that in case of his death or absence, the quantity of work could be ascertained at a glance. All these facts have been placed before the Engineers, and have not been disputed by Mr. Dawson himself.

When you gave Mr. Dawson his voucher, did you intend it to be paid? Ans.—I can't recollect whether I personally gave the voucher to him or not, but when I signed it I intended it to have been paid, at the time forgetting, as I have stated, that I had agreed to have the question of all further payments submitted to the Executive.

Were you aware at the time that a sum of \$7,500 was placed to the credit of your department on account of Cofferdam contract? Ans.—I must have been aware that a requisition had been sent in by Mr. Farwell for that amount for general purposes on Cofferdam account, but the warrants for Mr. Dawson's claims had been made out for their exact amount so as to agree with the vouchers. I took Mr. Beaven's word for the statement that the proper warrant for \$5,091 was not in.

Do you consider that authority for payment of \$7,500 includes authority to pay \$5,091? Ans.—It would depend on the arrangement made with the Treasury, altogether. The Treasury required authority for the specific amount.

Was there any Order in Council to that effect extant at the time? Ans.—I don't think so. Such an Order would not be wanted in a departmental matter of this kind.

Was there an understanding between your department and the Treasury that such a rule should be observed at that time? Ans.—I really don't recollect. All I know is that the former voucher in Mr. Beaven's time was paid by warrant, as I recollect, for the amount.

Was that not a mere coincidence, arising from the fact that the voucher was lying in the Treasury waiting for the passage of the Appropriation Bill? Ans.—I can't really inform you. I can't say why Mr. Farwell made the amount of his requisition \$7,500.

Had the Treasury notified the Chief Commissioner that authority for the specific amount of any sum to be paid to Mr. Dawson would be required? Ans.—No.

How do you know that Reed Bros. have not disputed the statements laid by you before the Engineers in this matter? Ans.—Because, in their counter statement, no allegation is made by Mr. Dawson to a contrary effect. Mr. Dawson seems to have given no evidence on the subject contrary to my statement.

GEO. A. WALKER.

Committee adjourned.

A

ENGINEER'S OFFICE,
Esquimalt, B. C., 30th November, 1878.

To the Honourable the Chief Commissioner of
Lands and Works, Victoria, B. C.

SIR,—I have the honour to inform you that the amount due Messrs. Reed Bros. & Co. on account of Cofferdam contract, for work executed, is \$5,091.38, as per Certificate No. 11, herewith enclosed. The material on ground has been taken no notice of in this Certificate.

I have, &c.,
(Signed) W. BENNETT.

Esquimalt Graving Dock.—Cofferdam. Work executed from 31st July to 31st October, 1878.

CERTIFICATE NO. 11.					
No.	Timber Work—Staging.	CUBIC FEET.	\$	cts.	\$
2	Main piles, set on rock	31.90	@	87	27 75
2	Caps to main piles	11.25		46	5 17
1	Moveable gauge tie	41.08		46	18 90
2	Longitudinal top bearers	81.25		46	37 37
2	Straining pieces	16.50		46	7 59
2	Raking struts	59.92		46	27 56
4	Struts under top bearers	43.87		44	19 30
2	Cleats to gauge ties	2.75		46	1 26
2	Cleats to struts under bearers	6.00		52	3 12
4	Cleats at head of raking struts	3.25		44	1 43
2	Mortices to take heads of piles			40	80
					\$150 25
Iron Work—Staging.					
8	Bolts	0.636		14 90	9 50
27	Ragged Spikes	0.536		12 02	6 44
2	Rails (17 yds.)	0.272		96 32	26 20
25	Dog Spikes	0.071		10 69	76
					42 90
Timber and Iron Work—Dam.					
27	Timber filling in pieces to buttress walings	88.83		40	35 53
15	Gauge piles, containing 642 cubic feet of timber, with 8 special rock pile shoes, each weighing 136 lbs., set in holes, drilled from 2 to 3 feet in depth, in rock bottom in deep water; rock drilling, setting and cementing, and the diver's services connected therewith included (extra)			231 50	3,472 50
					3,508 03
Double Sluice.					
		CUBIC YDS.			
Excavation to Trunk and Channel		534			
Damming to Trunk		153			
Puddle to Trunk		39			
		726	2 32	1,684 32	
Timber work to Trunk and Apron		11.87	83	985 21	
Iron work		460	10	46 00	
					2,715 53
					\$6,416 71

Esquimalt Graving Dock—Cofferdam. Work executed from 31st July to 31st October, 1878.

AMOUNT DUE TO CONTRACTORS.					
<i>Timber Work—Staging.</i>		\$	cts.	\$	cts.
Full value for work executed		150	25	80 per cent.	120 20
Less for timber used from that on hand December 31st, 1876, upon which 70 per cent. was advanced to July 31st, 1877.....		25	51	70 „ „	17 86
					\$102 34
<i>Iron Work—Staging.</i>					
Full value for work executed		42	90	80 „ „	34 32
					\$136 66
<i>Timber and Iron Work—Dam.</i>					
Full value for work executed		2,508	03	80 „ „	2,806 42
Less for timber used from that on hand December 31st, 1876, upon which 70 per cent. was advanced to July 31st, 1877		34	46	70 „ „	24 12
					2,782 30
<i>Double Sluice.</i>					
Earth-work, Timber, and Iron-work; full value for work executed..		2,715	53	80 „ „	2,172 42
Total due for work executed					\$5,091 88

(Signed) W. BENNETT,
Resident Engineer.

30th November, 1878.

B

IN THE SUPREME COURT OF BRITISH COLUMBIA.

CHARLES EDWARD DAWSON, Plaintiff;

vs.

ROBERT BEAVEN, Defendant.

I, James Judson Young, of Douglas Street, in the City of Victoria, Province of British Columbia, Deputy Treasurer of the said Province, make oath and say:—

1. That I have read the affidavit of the Plaintiff filed in the Supreme Court of British Columbia on the 16th day of June, 1880, a copy of which is printed in the statement to be submitted to Messrs. Kinipple & Morris with respect to the Cofferdam accounts between Messrs. Reed Bros. and the Government by the Chief Commissioner of Lands and Works, and with regard to Mr. Dawson's statement in paragraph eight of his said affidavit respecting a certain voucher for \$5,091.38, I say as follows:—

That on the 2nd day of December, A. D. 1878, Mr. Dawson, the above plaintiff, presented to me at the Treasury Office, Victoria, a voucher for \$5,091.38, on account of Graving Dock, for payment. Mr. Beaven, the defendant, who was then and is now Minister of Finance and Head of the Treasury, was not in his own room when Mr. Dawson entered the Treasury, but came in shortly afterwards. When he did so, I handed him the voucher in his own room to ascertain if it should be paid. Mr. Beaven then came out of his room into the Treasury Office with me, and in the presence and hearing of Mr. Dawson, the above-named plaintiff, remarked that he would take the voucher over to the Lands and Works Department and see Mr. Walkem, who was then and is now Head of that Office, and made some further remark about a certificate and requisition. Mr. Beaven then went over to the Lands and Works Office, and on his return in a few minutes to the Treasury, stated that he had left the voucher with Mr. Walkem, and that Mr. Dawson had better go over and see him (Mr. Walkem) about it. This remark was made to both Mr. Dawson and myself. Mr. Dawson made no reply or remark of any kind, but immediately went over to the Land Office, which is a few yards from the Treasury.

Sworn at the City of Victoria, this 1st day of June, A.D. 1881, before me, }
JAMES C. PREVOST,
Registrar Supreme Court, B. C. }

JAS. JUDSON YOUNG.

C.

Warrant approved, 23 October, 1878.

Advised.....

A. N. RICHARDS,
Lieutenant-Governor.

GOVERNMENT OF BRITISH COLUMBIA.

REQUISITION No. 5, for authority to expend the following sums on a/c of L. & W. D., for the month of October, 1878, out of Estimates of Expenditure for ½ year ending 31st December, 1878.

Number of Vote.	XII.—PUBLIC WORKS. STATEMENT M.	Amount Required.	Date of Payment.	Amount Expended.
65	Repairs Government Buildings, Victoria.....	\$ 100 00	26 Oct. 18 Nov. 31 Dec.	62 50 36 05 10 25 — 108 80
"	Government Buildings, Cassiar	1,500 00		
"	Insurance Government Buildings	500 00	Oct. 30 See Req. 4A. 4 Nov.	150 26 00 125 120 540 25
"	New School-house, Nanaimo	650 00	29 Oct. 15 Nov.	48 75 85 50
Act No. 25 78	66 Repairs to Buildings, Government House	100 00		
"	Furniture	50 00	This item is erased and deducted from total.	
Act No. 25 78	67 ROADS, STREETS, AND BRIDGES.			
"	Victoria District	100 00	Nov. 18 Nov. 11 " 29	{ 2 46 Dec. 3 * 16 46 4 00 - 21 15 00 10 00 37 46
	Dec. * 37 46 63 23 31/12 21 15 00 2 50 10 87 8 25 31/12			
"	Esquimalt District.....	100 00	21 Oct. 29 " 10 Nov.	{ 19 10 29/11 23 51 8 25 5/12 5 00 6 16 44 51
"	Cowichan District	75 00	9 Dec. 2 Nov. 18 Nov.	{ 15 21 9/12 50 00 29 75 4 50 55 70 6 24 105 70
"	Main Trunk Road, Cariboo	9,150 00	{ 21 Nov. 25 " 7 Dec. 7 Dec.	1,317 89 9/12 5,361 97 299 24 816 75 3,079 39 6,178 72 665 45 3,979 39
"	New Westminster District	920 00		5,361 97 9,258 11
"	Lillooet District	225 00	{ 9 Dec. 25 Oct. 78 19 Nov.	200 264 00 49 00 31 02 15 00 295 02
68	Surveys throughout the Province	1,000 00	{ 9 Dec. 7 Dec. 9 Dec.	99 00 136 00 531 50 296 50 13 25
"	Dyking Scheme	500 00	Nov. 4 " 25	{ 54 25 21 75 125 00
69	Cofferdam Contract.....	7,500 00	Cancelled.	
"	Storage, Machinery, &c.....	80 00	6 Nov.	80
"	Erecting Pump.....	1,500 00	{ 26 Nov. 3 Dec. 10 " 12 "	{ 7 50 18/12 196 87 16 31/12 40 80 8 6 00 2 25 " 3 00
"	Resident Engineer's Salary	182 25	1 Nov.	182 25 246 67
Act No. 25 78	Lighthouse Surveys	10 00	6 Nov.	7 10
	TOTAL.....\$	24,242 25		
	Less.....	50 00		
	Twenty-four thousand one hundred and ninety-two 25/100 Dollars	24,192 25		

Correct,
J. J. AUSTIN, Auditor.

GEO. A. WALKER, C. C. L. & W.,
per A. S. FARWELL, S.G.

Copy of a Report of a Committee of the Honourable the Executive Council, approved by His Honour the Lieutenant-Governor on the 7th day of December, 1878.

The Committee of Council have had before them the voluminous correspondence and papers relating to the Cofferdam of the Esquimalt Graving Dock.

The contract was made in January, 1876, with Messrs. Reed Bros., for the completion of the work on the 18th October, 1876.

The contract price, &c., was \$59,479, guaranteed by bonds for \$7,500.

The first extension of the time limit for completion was made at the instance of Mr. Dawson, the Agent of the Contractors, and was fixed at the 1st February, 1877.

A second extension, at the Contractor's instance, was fixed at July 31st, 1877; a third extension was applied for in January, 1878, and refused, Mr. Dawson intimating indirectly that the work could, or would, be completed in September, 1878.

Ten payments have been made to the Contractors. The first in November, 1876, and the last in September, 1878, amounting in all to \$30,359.42. Mr. Dawson has now applied for a further payment on Certificate No. 11, from the Resident Engineer, amounting to a little over \$5,000. After carefully considering the correspondence, the Committee would observe that the time already consumed in the construction of this work would seem to be wholly disproportionate to the extent or dimensions.

The Government have the power in case of delay in construction to refuse payment, and suspend or discharge the Contractors, and employ other parties in their place, the Contractors, therefore, being liable for all outlay in excess of their contract figures. [*Vide* Sec. 62, Specifications.]

The Government have also the right to recover from the Contractors \$100 for each week's delay after expiration of the construction time limit, or any extension thereof. This claim should not in any respect be waived. The liability, it may be remarked, commenced to run from the 31st July, 1877.

Under all the circumstances the Committee would not advise that the work be at present taken from the Contractors, but they should be informed that no more money will be paid to them until the Cofferdam is completed to the satisfaction of the Lands and Works Department, and that the conditions in the contract relating to delay will not be relaxed. The question of unnecessary delay hereafter may properly be left to further consideration. It will, therefore, be understood that Certificate No. 11 is not to be paid, nor should the Resident Engineer issue any further certificates, unless specially instructed to do so.

The Committee advise the approval hereof.

Certified.

THOS. BASIL HUMPHREYS,
Clerk Executive Council.
